

SOURCE	CO.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	109		
NOMBRE D'EMPLOYÉS	109		

AGREEMENT

HAMILTON STREET
CANADA COAST

Owned and Operated by the
Regional Municipality of Hamilton-Wentworth

AGREEMENT

Local 1585
of the
AMALGAMATED TRANSIT UNION

Effective: 1 April, 1988

1988 7/1 (1585)

⑥ 0377502

THIS AGREEMENT dated the First day of April, 1988.

BETWEEN:

THE HAMILTON STREET RAILWAY COMPANY
of the City of Hamilton, in the Province of Ontario,
hereinafter called the Company

OF THE FIRST PART

- and -

THE AMALGAMATED TRANSIT UNION, LOCAL
UNION 1585, of the said City of Hamilton, hereinafter
called the Union

OF THE SECOND PART.

AGREEMENT

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CONDITIONS APPLICABLE
TO ALL EMPLOYEES

ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and salaries for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agency for all of its salary-rated employees and, so long as The Canada Coach Lines, Limited remains under the jurisdiction of the Regional Municipality of Hamilton-Wentworth, for all of that Company's salary-rated employees, coming within the job classifications as set out in schedule "A".

Notwithstanding the enumeration of the foregoing, the following classifications in both companies shall be exempt: Chief Inspector, Chief Dispatcher, Garage Superintendent, Maintenance Supervisor, Route Supervisor, Canada Coach Lines Supervisor, Accounting Supervisor, Claims Adjuster, Payroll Supervisor, Canada Coach Lines Driver and Ticket Agency Auditor, Accountant, Secretary to the Commissioner of Trans-

portation, Human Resources Employees, Employee Benefits Officer, Secretary to the Director of Operations, Secretary to the Director of Administration, Secretary to the Manager of Canada Coach Lines Limited, Secretary to the Director of Transportation Planning, Supervisor of Cash Management, Supervisor of Fare Administration, Manager of Stores, Schedules Supervisor, Claims Secretary, Secretary to the Director Of Engineering, Purchasing Manager and those above those ranks, persons regularly employed for not more than 24 hours per week, students employed during school vacation periods, and casual or temporary labour hired for a *definite* term or task not to exceed 6 months.

ARTICLE 3 - RELATIONSHIP

3.01 The parties mutually agree that any employee of the Company covered by this agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

3.02 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union, or by reason of any activity or lack of activity in the Union.

3.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in the Union.

3.04 The Union will not engage in Union activities, or hold meetings on the property or in the vehicles of the Company, or during working hours without the permission of the Commissioner of Transportation.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with commitments and responsibilities, the Operating schedules, the direction of the working forces, the right to decide on the number of employees required by the Company at any time, and jurisdiction overall operations, buildings, machinery, tools, equipment and employees are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter and enforce from time to time Rules and Regulations to be observed by the employees, but before altering any such Rules, the Company must discuss same with the duly accredited officers of the Union, and give them an opportunity of making representations with regard to proposed alterations.

4.02 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

4.03 Without limiting the generality of the foregoing provisions it is expressly understood and agreed that reporting for work with an alcoholic breath, drunkenness or drinking intoxicants while on duty or on the Company property, or while in the Company uniform; or breach of trust including while acting in a fiduciary capacity; or knowingly failing to carry out lawfully assigned duties; or failure to meet bonding standards; or habitually gambling after being duly warned; or abuse of employees' passes; or unsatisfactory attendance or punctuality after being duly warned; or accidents through carelessness, negligence or disregard of ordinary safety precautions shall be deemed to be sufficient cause for the dismissal of an employee. Nothing herein contained shall prevent an employee from taking a discharge case through the Grievance procedure to determine whether or not the act complained of was committed.

An employee with 2 or more years' service, whose normal duties involve the operation of a Company vehicle will not be subject to dismissal for loss of his driver's licence for a first off duty occurrence. but will be placed on lay-off without pay or benefits until his licence is restored. A second such occurrence will subject the employee to dismissal as previously outlined for discharge cases and will make this exception inoperative.

ARTICLE 5 - NEGOTIATION AND
GRIEVANCE COMMITTEES

5.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee not exceeding 7 members. The Committee members shall be employees of the Companies under the jurisdiction of The Regional Municipality of Hamilton-Wentworth who may be accompanied by an International Officer and/or an elected representative of the Union, provided, however, that the Company shall not be required to negotiate with any former employee of the Companies regardless of his position, who is no longer in the employ of the Companies, unless such person left the employ of the Companies voluntarily for the purpose of accepting a full-time position with the Union.

5.02 The Company further acknowledges the right of the Union to appoint or otherwise select a Grievance Committee not exceeding 7 members. The members of this Committee shall also be regular employees of the Companies under the jurisdiction of the Regional Municipality of Hamilton-Wentworth, with at least 1 years' seniority, who may be accompanied by an International Officer and/or an elected representative of the Union, The Company will recognize and deal with the said Grievance Committee on any matter properly arising out of this agreement and the said Committee will co-operate with the Company in the administration of this agreement.

5.03 The Company undertakes to secure from its supervisory staff their co-operation with the Union and with all persons representing the Union in an official capacity.

5.04 The Union undertakes to secure from its officers, committee persons and members, their co-operation with the Company, and with all persons representing the Company in any supervisory capacity.

5.05 Officers of Local 1585, members of the Negotiation and Grievance Committees shall be allowed reasonable time or leave of absence from their duties without pay for the purpose of conducting necessary business of the Local Union, provided the request for such leave of absence is made to the Company at least 24 hours in advance, where possible, to permit re-arrangement of work assignments.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.02 No grievance shall be considered

- (i) which takes over or displaces the function of management, or
- (ii) where the circumstances giving rise to it occurred or originated more than 6 full working days before the filing of the grievance,

- (iii) unless the employee has first given his immediate supervisor an opportunity to adjust his complaint.

6.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1 -

The aggrieved employee shall present his signed grievance, (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to his immediate supervisor. He shall have the assistance of a member of the Grievance Committee if he so desires. Within 4 working days (or any longer period which may be mutually agreed upon), the supervisor will render a decision. Should the settlement be not satisfactory to the grievor, the grievance may be presented as follows at any time within 4 working days thereafter.

Step No. 2 -

The aggrieved employee may with or without a member of the Grievance Committee present his grievance which shall be reduced to writing on a form supplied by the Union and approved by the Company to the Division Head or Section Manager concerned, who shall consider it in the presence of the person or persons presenting same and the immediate supervisor within 10 full working days if possible. The Division Head or Section Manager shall render his decision in writing

within 4 working days of the interview. If no satisfactory settlement is reached, the next step in the grievance procedure may be taken at any time within 4 working days thereafter.

Step No. 3 -

The aggrieved employee may submit his grievance in writing to the full Grievance Committee of the Union. The Grievance Committee of the Union shall meet as promptly as possible with the Commissioner of Transportation and the Commissioner Of Human Resources, or their representatives, to consider the grievance. At this stage, they may be accompanied by a representative of the International organization if his presence is requested by either party.

6.04 If final settlement of the grievance is not completed within 7 working days after deliberations with the Commissioner of Transportation, or his representative, have commenced and if the grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 7 below, at any time within 15 working days after a decision has been reached but not later.

6.05 Nothing contained in this agreement shall be deemed to deprive any employee of his right to negotiate any grievance with or without the assistance of the Union if he so desires.

6.06 For the submission of grievances as provided above, working days shall be considered as the days on which the Company's Head Office is open to the public for transaction of regular business, otherwise days are calendar days.

ARTICLE 7 - ARBITRATION

7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

7.02 The Board of Arbitration will be composed of 1 person appointed by the Company, and 1 person appointed by the Union, and a third person to act as chairperson chosen by the other 2 members of the Board.

7.03 Within 7 days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

7.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union, fail to agree on a third person within 7 days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate the chairperson.

7.05 The Board of Arbitration constituted in the above manner shall deal only with the matter in dispute, and the unanimous or majority decision of said Board shall be binding on both parties.

7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

7.07 Each of the parties to this agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the chairperson.

7.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 8 - NEGOTIATIONS OF GRIEVANCES GROUP AND UNION

8.01 GROUP GRIEVANCES

If a group of employees have a complaint wherein each of them is similarly affected, it may be submitted on their behalf to their immediate supervisor by a spokesperson, or a delegation of 3 employees from the affected group, all of whom shall be named in the statement of grievance. The grievance shall then be dealt with under the procedure provided in Article 6 in

the same fashion as an individual grievance, with the spokesperson, or delegation, acting on behalf of the group aggrieved, assisted by a member of the Grievance Committee at the option of the spokesperson, or delegation.

8.02 UNION GRIEVANCES

If the union has a complaint against the application or interpretation of the terms of this agreement by the Company: within 6 days of the circumstances occurring which give rise to complaint the Union shall notify the Commissioner of Transportation in writing outlining the complaint, that it wishes to meet with him to examine the nature of the complaint, either represented by one of its Officers or its Grievance Committee.

The Union Representative or Grievance Committee shall meet with the Commissioner of Transportation or his representative, as soon as possible following receipt of the notification and shall deal with the grievance as provided under Article 6.04 of this agreement.

ARTICLE 9 - MANAGEMENT GRIEVANCES

9.01 It is understood that Management may call a meeting with the Union for the purpose of laying a complaint with respect to the conduct of the Union, its officers or committeepersons, and that, if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same

way as the grievance of any employee. Where the meeting in question has been called by Management, the Company agrees to pay the members of the Grievance Committee - not exceeding 7 - for all time lost at straight time rates of pay for attending such meetings.

ARTICLE 10 - DISCHARGE CASES

10.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

10.02 All such grievances shall be taken up within 3 working days of the discharge with the Commissioner Of Transportation, or in his absence, the Human Resources Manager. A grievance meeting shall be held within a further 3 working days and the Commissioner Of Transportation, or his representative, shall render a decision in writing within 3 working days of the grievance meeting. If the final settlement of the grievance is not arrived at it may be referred to a Board of Arbitration, as provided for in Article 7 within 15 days of when the decision was rendered. All preliminary steps of the grievance procedure prior to step No. 3 will be omitted in such case.

10.03 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrange-

ment which is just and equitable in the opinion of the conferring parties.

10.04 When an employee has been dismissed without notice, he shall have the right to interview a member of the Grievance Committee before leaving the Company's premises.

ARTICLE 11 - NO STRIKES - NO LOCKOUTS

11.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the union agrees that during the life of this agreement, there will be no strike, slowdown or stoppage of work, either complete or partial and the company agrees that there will be no lockout.

11.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage, or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 above.

11.03 The Union agrees that it will not involve the Company in any dispute between itself and another employer or in any dispute between any other employer and the employees of such employer. or in any dispute between the Union and another bargaining agent.

ARTICLE 12 - SALARIES

12.01 During the term of this agreement, the Company and the Union agree that, subject to the other provisions in this Article, all payments of salaries will be based on the top salary rates set forth in Schedule "A" hereto which is hereby made a part of this agreement.

12.02 The hiring salary rate for a new employee in any given occupation will be 70% of the prevailing top salary rate for that occupation. The progression period to top salary rate is then divided into 4 calendar periods of equal length with a salary increment applied at the close of each period. For occupations in classes 1 to 10 the periods will total 1 year; for occupations in classes 11 to 21 the periods will total 2 years. This will not preclude the Companies from hiring an employee whose experience and qualifications so justify an intermediate rate and shortening the progression period accordingly.

In cases of promotions from an hourly-rated occupation to a salaried occupation, time served and experience gained in an acting capacity as an hourly-rated employee in that salaried occupation will serve to shorten the progression period to full salary.

When an employee is promoted to an occupation in a higher salary range, his initial salary rate to commence his qualifying period will be the greater of either the hiring salary rate for that occupation or his current salary rate.

12.03 The Companies agree to pay all salary-rated employees on a bi-weekly basis.

12.04 To ensure uniformity of treatment, any adjustment in pay required under this contract shall be calculated on the basis that 1/260 of 26 times the bi-weekly rate shall be the rate per day.

12.05

- (a) The Companies agree to pay all salary-rated employees covered by this agreement a Cost-of-Living Allowance (calculated to the nearest dollar per month) of the same percentage to the nearest 1/10% as the percentage increase in the National Consumer Price Index issued by Statistics Canada (base 1971=100) above 246.9 in each year of the contract.
- (b) Article 12.05 (a) shall remain inactive during the life of this agreement.
- (c) The wage rates in effect on March 31, 1988 will be increased by 66 cents per hour in all classifications effective April 1, 1988. Schedule "A" will be altered to reflect the weekly hours of work. The wage rates in effect March 31, 1989 will be increased by 4.3% effective April 1, 1989. The wage rates in effect March 31, 1990 will be increased by 4.5% effective April 1, 1990.

12.06 Whenever an employee is required to perform the work of a higher paid classification for a continuous period of 5 working days or more, he shall receive the rate of pay of the higher classification.

ARTICLE 13 - STATUTORY HOLIDAY

13.01 Each salary-rated employee not required to work on a statutory holiday as defined in Article 13.02 shall receive the day off with pay provided that he works his last scheduled working day preceding the holiday and upon his first scheduled working day succeeding such holiday except when permission has been granted by his Division Head in writing.

13.02 Statutory Holidays for all salary-rated permanent employees of the Company shall be New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11), Christmas Day and Boxing Day.

One additional Holiday to those enumerated above will be designated to be observed by the Company in the years 1989, 1990 and 1991 on any new Federal statutory holiday proclaimed (e.g. Heritage Day) and failing such proclamation, to be observed on February 20, 1989, February 19, 1990 and February 18, 1991. This day shall not be carried forward from one year to the next.

13.03 Each salary-rated employee who works on any statutory holiday as listed in 13.02 shall be paid at the rate of time and one-half for all time worked. Such employee shall have the option of receiving the payment for the statutory holiday as designated in 13.01 or a day off in lieu. For the purposes of this article, lieu days shall be taken as near to the holiday as is practi-

cable and reasonable and as mutually agreed by the employee and the Company.

13.04 A salary-rated employee whose regular posted off day falls on the day on which a holiday is being observed shall be granted a day off in lieu or, alternatively, he may elect to be paid 8 hours at straight time.

13.05 When a holiday is observed during the course of a salary-rated employee's vacation he will be granted a day off in lieu immediately before or immediately after the vacation, if mutually agreeable or, alternatively, he may elect to be paid 8 hours straight time.

13.06 Probationary salary-rated employees will be eligible to qualify for statutory holiday benefits.

13.07 An Inspector will have the opportunity to select a shift on Statutory Holidays in the following areas in accordance with his seniority provided he is qualified and capable of performing the required duties. The areas of selection are as follows:

- 1) route supervision
- 2) control room
- 3) dispatch office

ARTICLE 14- VACATIONS WITH PAY

14:01 The level of vacation entitlement in any given calendar year shall be based on the length of continuous service on the books of the company as a permanent employee as of June 30th of the year the vacation is taken with the exception noted in Article 14.04.

Number Of Full Years' Service Completed On
Or Before June 30th of the Vacation Year

Calendar year 1988

At Least	But Less Than	Vacation Entitlement
1	3	2 weeks
3	10	3 weeks
10	17	4 weeks
17	25	5 weeks
25		6 weeks

Calendar year 1989 and thereafter

At Least	But Less Than	Vacation Entitlement
1	2	2 weeks
2	8	3 weeks
8	15	4 weeks
15	24	5 weeks
24		6 weeks

14.02 All vacations granted shall be considered to start normally on a Monday morning, but this can be varied if approved by the Head of the Division in which the employee works.

Continuous vacation of longer than 3 weeks will be granted only after the Division Head concerned has made representations to and received the permission of the Commissioner of Transportation.

14.03 A new employee joining the Company who has not completed 1 full years' service prior to December 31st in the year preceding will be granted vacation with pay in accordance with the following table:

If he joined in the period:

January 1 to March 31 inclusive 2 weeks

April 1 to June 30 inclusive following anniversary date of enrolment 2 weeks

July 1 to August 31 inclusive 1 week

September 1 to September 30 inclusive 4 days

October 1 to October 31 inclusive 3 days

November 1 to November 30 inclusive . . 2 days

December 1 to December 31 inclusive 1 day

14.04 The amount of vacation entitlement in any given calendar year shall be adjusted for any employee in proportion to the amount of time he has actually worked during the preceding calendar year. 200 regularly worked days shall be required for full vacation entitlement. For each day short of 200 regularly worked days there shall be a reduction of 1/2 of 1 percent in vacation pay entitlement.

14.05 Employees will be given an opportunity, based on seniority within their group or department or in their rotating cycle where applicable, to bid for the vacations with pay to which they are entitled, provided that the essential work is covered. Employees will not be permitted to exchange vacations, alter dates after selection has been made, nor extend the vacation period, except in special circumstances as approved by their Division Head.

Blocks for vacation in a given year will be first posted for sign-up not later than October 15th of the preceding year, provisional sign-up to be completed by 1 calendar month later. Foremen and Inspectors are to be permitted to sign independently of the hourly-rated personnel.

14.06

- (a) Where an employee who qualifies for sick leave is on vacation and is:
 - (i) Hospitalized, or
 - (ii) Convalescing following hospitalization, or
 - (iii) In home care under O.H.I.P.,

there shall be no deduction from vacation credits for such absence if on or before the third day of such illness the employee files with the Manager Human Resources, a certificate from a physician licensed to practice medicine setting forth the reason for such absence. If the employee fails to file such certificate such absence is to be deducted from his vacation credits. Where the said certificate is filed, the period of vacation so displaced shall either be added to the vacation period or re-instated at a later date at the employee's option.

- (b) Vacations may not be carried over from one year to the next, however, it is understood that special circumstances may develop which would make it desirable for an employee to carry over up to 1 years' vacation entitlement to the following year.

ARTICLE 15 - EXCHANGE OF PERSONNEL

15.01 So long as The Hamilton Street Railway Company and The Canada Coach Lines, Limited remain under the jurisdiction of The Regional Municipality of Hamilton-Wentworth, it is agreed that it will be practical to effect an exchange of personnel between them in the interest of year-round employment or to give effect to promotions, demotions or transfers.

**ARTICLE 16 - LOSS OF TIME ON COMPANY
BUSINESS OR ON JURY DUTY**

16.01

- (a) All employees will be paid their salary when required to attend any Court of Jurisdiction, whether or not under subpoena, including pre-trial hearings, wherein the Company is co-defendant or plaintiff or when required to appear under summons by the Crown as a witness in any matter wherein the Company is involved, on condition that any witness fee payable to the employee shall revert to the Company and on the further condition, so far as reasonably practicable, that they hold themselves available to the Company within their normal hours of work.

- (b) Off-duty employees similarly required to attend any Court of Jurisdiction, whether or not under subpoena, including pre-trial hearings, wherein the Company is co-defendant or plaintiff or when required to appear under summons by the Crown as a witness in any matter wherein the Company is involved shall be recompensed by the grant of equivalent lieu time off on condition that any witness fee payable to the employee shall revert to the Company.

16.02 All employees will be paid their salary when called for Jury Duty in any Court of Law, on condition that any fee payable for their normal work days shall

revert to the Company and on the further condition that day-on employees shall, as Court rules permit, and so far as reasonably practicable, hold themselves available to the Company within their normal hours of work.

16.03 Legal aid may be provided by the Company to any employee who is charged with a violation of the Highway Traffic Act, the Public Vehicle Act, or the Criminal Code while on duty or operating a Company Vehicle.

ARTICLE 17 - EMPLOYEE WELFARE BENEFITS

17.01

- (a) The Companies agree to make available for the permanent salary-rated employees of the Companies who have completed 2 years' continuous service (provided they have been at work for 4 weeks immediately preceding the said eligibility date) a Salaried Employees' Income Continuance Plan to cover for time lost due to long-term illness or non-compensable accident.

Hourly-rated employees with less than 2 years' service who have been transferred to be salary-rated will remain covered on the same terms as in their hourly-rated Long Term Disability Insurance Plan until 2 years' service is completed when the salary-rated plan will take over.

For permanent salary-rated employees with less than 2 years' service, payment for time lost due to sickness or non-compensable accident is discretionary on the part of the Companies, but in no case will be less than 60% of the employee's salary at commencement of disability and said benefit will run during continued disability for at least 15 weeks.

The Plan, for those eligible, consists of 3 phases, as follows:

Phase I - Initial

The Companies will continue regular salary payments as set out below:

- With 2 years' service
but not 10 years' 2 months' salary
- With 10 years' service
but not 15 years' - 4 months' salary
- With 15 years' service
but not 20 years' - . . . 6 months' salary
- With 20 years' service
but not 25 years' - . . . 8 months' salary
- With 25 years' service
but not 30 years' - 10 months' salary
- With 30 years' service
and over - 12 months' salary

Change. in coverage takes place at the January 1st coincident with or following the change in service.

Phase II - Intermediate

This coverage and that under Phase III - Ultimate are provided under the terms and conditions of Policy No. 44269 issued by the Great West Life Assurance Company or equivalent, which, it is mutually agreed, shall be considered as incorporated in this agreement. Intermediate coverage is 75% of monthly earnings to a maximum of \$2837 per month for a period equal to the Initial Period. (Intermediate Period).

Coverage is to terminate for an employee who never intends to return to work, though able, or is employed elsewhere without our knowledge, as soon as determined.

Phase III - Ultimate

Ultimate coverage is 66-2/3% of monthly earnings to a maximum of \$2522 per month and comes into effect after the expiry of the Initial and Intermediate periods.

Payments will continue for the duration of insurable disability up to the date of recovery, death, or age 65, whichever occurs first, applicable to all Phases.

There are provisions in the policy covering definition of disability, limitations, integration, recurrent disability and rehabilitation benefit.

- (b) For greater certainty, the total of the amounts payable by Great West Life Assurance Company or equivalent, integrated with Canada Pension throughout any claim for benefit shall be based on the total in effect at the commencement of disability.
- (c) The Companies reserve the right to vary the terms and conditions in cases of inequity or abuse, whether on a group or on an individual basis. The Companies agree to discuss any variations with the Union before any changes are made.
- (d) For an employee whose claim for benefit has been admitted after April 16, 1975, and who is a member of this Company's pension plan as set out in Article 18, and who has a combined total of at least 65 for attained age, minimum 45 years, plus completed years of paid service with the Company, minimum 10 years, all qualifications at the date disability commenced, the Company agrees to pay the employee's standard and matching Company contributions to the pension plan throughout the period that full disability benefits are paid by The Great West Life Assurance Company, or equivalent, integrated with the Canada Pension Plan at the rate of contribution in effect at the date disability commenced. (Canada Pension Plan contributions may not be covered legally in this manner and are not so covered.)

- (e) There is reserved to the Company the right to integrate this plan with any Government plan that may be legislated hereafter provided the basic terms governing eligibility and coverage are maintained at the agreed levels.
- (f) Notwithstanding any other provision of this contract, the Company may, if deemed advisable, engage an employee who is drawing disability benefit, in rehabilitative employment for such hours, for such periods, and at such rates of pay as may be deemed suitable on the merits of each case, and those provisions dealing with pay guarantees or rates of pay, in particular, are waived.
- (g) Coverage is to terminate for an employee who never intends to return to work, though able, or is employed elsewhere without our knowledge, as soon as determined.

NOTE - Article 17.01 (a) shall be amended effective April 1, 1989 to provide permanent salary rated employees with more than 3 months' but less than 6 months service with income protection at the rate of $66\frac{2}{3}\%$ of the employee's salary for the duration of the disability, for time lost due to sickness or noncompensable accident. Employees with 6 months' service but not 2 years' service will receive 1 months' salary under Phase I - Initial.

17.02 The Company agrees to pay the assessment of each salary-rated permanent employee as required by

the Ontario Health Insurance Commission for standard ward hospital care and basic medical and surgical coverage now identified as Ontario Health Insurance Plan.

17.03 It is agreed that semi-private coverage and major medical group insurance coverage will be provided under contract issued to the Company by the Ontario Blue Cross Division, or equivalent. Individual premiums will be borne by the Company.

NOTE - Effective April 1, 1989, the Company agrees to provide the benefits outlined in Articles 17.02 and 17.03 to the surviving spouse of an employee, providing the employee died on or after April 1, 1989, under the following conditions:

- a) Maximum of 1 years' coverage for employees with less than 5 years' service on the date of death.
- b) Maximum of 5 years' coverage for employees with more than 5 years' service on the date of death.
- c) These benefits shall cease upon remarriage.

17.04 When an employee is bereaved due to the death of his wife (husband), child, mother (mother-in-law), father (father-in-law), he shall, upon application be granted leave-of-absence for up to 4 days including the day after the funeral and shall be paid for time lost on any of those 4 days that he normally would have worked.

When an employee is bereaved due to death of his grandchild, brother (brother-in-law), sister (sister-in-law), grandparents, he shall upon application, be granted leave-of-absence for up to 3 days immediately prior to and including the day of the funeral and shall be paid for time lost on any of those 3 days that he normally would have worked.

Where necessary, due to distance factors, further leave-of-absence without pay may be granted upon application. Alternatively, on request, he will be granted leave-of-absence of up to 3 days, with pay for time lost on any of those 3 days he normally would have worked, on the death of his mother, father, or child, and 1 day's leave-of-absence with pay on the death of any other relatives listed herein, in those cases where the employee is unable to attend the funeral. Employees who are absent from work on vacation, extended leave-of-absence or without leave, or are in receipt of Workers' Compensation or Sickness or Accident Benefits shall not be eligible for bereavement pay.

17.05 It is mutually agreed that the terms and conditions of the Company Group Life Insurance Plan as incorporated in Group Life Policy No. 10839 issued by Canada Life, or equivalent, shall be considered as incorporated in this agreement. It includes the following features:

- (a) The amount of \$5,000. will be provided at Company expense for each salary-rated, permanent employee on completion of 6 months' continuous service.

- (b) Additional amounts of insurance will be available for each salary-rated permanent employee upon completion of 6 months' continuous service, such that the total coverage will be equal to either the employee's annual salary (taken to the nearest \$1,000) or 1 and 1/2 times the employee's annual salary (taken to the nearest \$1,000). Premiums for the additional coverage are borne by the employee as to 46 cents per month per \$1,000, with the balance borne by the Companies.

Amounts of insurance not taken at the first opportunity will be available on a later date only upon submission of medical evidence satisfactory to the Insurance Company (at the employee's expense).

Effective April 1, 1990 the following revisions to this Article will take effect:

An additional amount of insurance, equal to 1 times the employee's annual salary (taken to the nearest \$1,000) will be available to each salary rated employee on the completion of 6 months continuous service. The premiums for this additional coverage will be shared equally between the employee and the Company provided they are actively at work on a full time basis as of the effective date. Such employees must also elect coverage within 31 days of the effective date.

A further amount will be available such that the total coverage would be equal to 2 times the

employee's annual salary (taken to the nearest \$1,000). Premiums for this additional coverage will be borne by the employee.

- (c) Except as provided in 17.06(d) Group Life coverage will cease on termination of employment with the Companies, subject to statutory limitations included in the contract between the Companies and the Carrier.
- (d) Upon retirement under the Companies' Pension Plans after completion of 25 years' service at work as shown on the books of the Companies and attainment of age 55, the employee will be insured at Company expense for an amount of life insurance of \$3,000 if he did not elect the earnings-related schedule, or for an amount of life insurance equal to the annual salary, immediately prior to retirement, to the nearest \$100 subject to the maximum shown in the schedule, if he elected the earnings-related schedule.

Upon normal retirement under the Companies' Pension Plans or upon premature retirement because of ill-health under the Companies' Pension Plans and after completion of 5 years' service but less than 25 years' service at work as shown on the books of the Companies and after attainment of age 55, the Company at its own expense will continue to cover the employee for an amount of life insurance equal to 3 1/3 % of the maximum amount described in the preceding paragraph for

each full year of service so completed provided that, in the case of premature retirements due to ill-health, the employee does not return to the work force.

17.06 During the lifetime of this agreement, the Company agrees to make duly authorized deductions from employees' pay for transmittal to the Hamilton City Community Credit Union Limited on their behalf. These deductions shall be subject to certain limitations to be agreed upon by the officers of the Company and the Credit Union.

17.07

- (a) Each salary-rated employee who retires from the Company's service on reaching normal retirement date after completing 10 years' service with the Company or who retires having attained the age of 60 years and having completed 25 years' service with the Company shall be transferred to a special group for OHIP (inclusive of semi-private coverage) if not otherwise covered.

Similarly, he, and his spouse at the date of retirement, will be transferred to a special group for major medical coverage (inclusive of semi-private hospital coverage), if not covered under a government plan.

The Company will pay premiums as required during the lifetime of the retired employee in the respective groups, subject to group regu-

lations, and for his said spouse for her lifetime or until she remarries.

- (b) For an employee who has a combined total of at least 65 for attained age, minimum 45 years, plus completed years of paid service with the Company, minimum 10 years, and who, due to serious ill-health or incapacity, qualifies for full payments under the Company's Long Term Disability Plan, and who as a consequence of which is obliged to retire before his normal retirement date, the benefits of 17.07(a) will be made available to him on the same basis as if he had continued in the Company's service until his normal retirement date, provided he remains qualified otherwise.

17.08 It is mutually agreed that the terms and conditions of the Company Dental Plan as incorporated in Group Policy No. 10839 issued by Canada Life, or equivalent, shall be considered as incorporated in this agreement.

Enrolment is compulsory for all new employees hired after October 1, 1975 on the first of the month following completion of 1 years' service.

Covered dental services will include (1) Routine Treatment; (2) Major Restorative; (3) Orthodontics. For (2) and (3) a \$25.00 deductible will apply to a maximum of \$75.00 for a family group. The Plan will pay 100% of eligible expenses under (1) Routine Treatment and 75

% of eligible expenses under (2) Major Restorative and (3) Orthodontics after the deductible is satisfied. The Ontario Dental Association Schedule of Fees for general practice, as amended from time to time, will govern payments.

Premiums will be borne in full by the Company.

There is reserved to the Company the right to integrate this plan with any Government plan that may be legislated hereafter, provided the basic terms governing eligibility and coverage are maintained at the agreed levels,

ARTICLE 18 - PENSION FUND

18.01 It is mutually agreed that the terms and conditions of the Companies' Pension Plans as incorporated in Group Pension Policies Nos. 4873901 and 4880501 issued by The Prudential Assurance Company Limited, so far as each applies, shall be considered as incorporated in this agreement. Membership shall be compulsory for all regular employees on the completion of 6 months service.

18.02 The Canada Pension Plan will be operated in conjunction with Group Pension Policies Nos. 4873901 and 4880501 with combined contributions equal to 6% of an employee's earnings as defined in the Pension Plan. Combined contributions were increased from 5% to 5 1/2% of an employee's earnings so defined on July 1, 1969, and to 6% effective January 1, 1970, optional for members of the Plan who made the election by July

I, 1969, requisite for any new employee entrants into the plan after that date.

As a result of further endorsements to the Group Pension Policies the combined contributions will be increased to 7.6% effective July 1, 1980 and to 8.2% effective April 1, 1981. Effective April 1, 1989 the combined contributions will be reduced to 7.5%.

18.03 The Company agrees to apply the following indexing formula (75% CPI) less 1.5% to the H.S.R./C.C.L. pension fund. Indexing is applicable to all active employees of Local 1585 - A.T.U., at the time of ratification and all future employees of Local 1585 - A.T.U. Indexing does not apply to retired employees at this ratification date.

Indexing is effective the first day of the month following 6 complete months from the date of ratification of this collective agreement.

Indexing is capped at 6% per annum which is based on an inflation rate of 10% (C.P.I.).

The level of indexing will be based on the percentage increase in the C.P.I. for the preceding calendar year's subject to a maximum indexing level of 6% per annum based on a C.P.I. increase of 10%.

The level of increase in C.P.I. used in determining the indexing percent is the increase as reported by Statistics Canada for all items for Canada for the preceding calendar year. Pension indexes will be applied May 1 of each year.

18.04 An employee electing retirement under the Pension Plan, whether early or normal, after having attained the age of 60 years and having completed 15 years' service will qualify for a retirement gratuity equivalent to 1 months' pay and in addition thereto 1/15 of 1 months' pay for each completed year of service above 15 years to a maximum of a further 1 months' pay.

ARTICLE 19 - FREE TRANSPORTATION

19.01 The Companies agree to provide free transportation passes, each to its own permanent salary-rated employees, good on its own lines, in accordance with past practice. So long as both Companies remain under the jurisdiction of the Regional Municipality of Hamilton-Wentworth each Company will provide restricted passes to the eligible employees of the other Company, again in accordance with past practice.

ARTICLE 20 - SENIORITY

20.01 Seniority as used in this agreement shall be deemed to mean length of continuous service with the Companies as a full-time employee on the permanent staff. There is also a departmental seniority for length of continuous service with the Companies as a full-time salary-rated employee on the permanent staff in a particular employment classification.

20.02 A dual seniority list shall be prepared by the Companies showing system seniority throughout both Companies and copy given to the Union quarterly.

20.03 In all cases of promotions, preference shall be given to the employee with the greatest seniority, in his classification, provided that the employees concerned are, in the opinion of the Company, relatively equal in merit, skill, reliability and efficiency. Those with the least seniority shall be the first to be demoted, re-assigned or laid off. Those with the greatest seniority in a job classification within a department will be recalled first.

The Company will be permitted at its option to make INTER-DEPARTMENTAL and/or inter-company transfers due to the inability of an employee to perform his former duties in a satisfactory manner. This is not to be construed as a guarantee of continuing employment.

20.04 A new employee shall be considered probationary for the first 130 days worked during which time he may be released from the Company's service without recourse to the grievance procedure. After the expiration of the probationary period, if the employee is retained in the employ of the Company his name shall be placed on the seniority list and his seniority shall date back to the date his employment began. Time lost during the probationary period must be added to the time necessary to attain increased pay status.

20.05 Employees who have been laid off due to lack of work, and, subsequently recalled, will have their sen-

iority determined by the actual time they have been on the Company's payroll, provided such employees return to work when notified and subject to the other provisions of this Article.

20.06 When an employee has not been at work for the Company for a continuous period of twelve months, or more, his seniority rights are terminated at the end of such twelve-month period except where the absence is due to extended illness or disability in which case his seniority rights are terminated after a period of 24 months' absence from work. In either case, if such an employee is rehired subsequently, it will be as a new employee only.

If such termination is due to extended illness or disability and if said employee is rehired within 1 year of termination, he will be given credit for previous service at work in regard to vacation entitlement and, insofar as the insuring carriers' rules permit, the normal waiting periods for employee benefits and pension plan (Articles 17 and 18) will be waived in his case.

20.07 Any employee who has been laid off, but who still retains his seniority, and who is notified to return to work, will lose his seniority unless he notifies the Company within 5 days that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event within 7 days after the mailing or other communication of such notice.

20.08 From the date and time of the commencement of any extended period of continuous absence, such as lay-off, prolonged sick leave, or protracted leave of absence, any fringe benefit conferred on any employee by this agreement ceases to have any effect unless the terms and conditions of the relevant Article expressly provide that such fringe benefit shall continue into a period of lay-off or other interruption of continuing employment.

20.09 An employee shall lose his seniority standing if he voluntarily quits his employment with the Company, if he is discharged for cause and is not reinstated pursuant to the provisions of Article 10; or if he is absent from work without leave for more than 5 consecutive days, unless there was reasonable justification for such absence satisfactory to the Company.

20.10

- (a) Any employee covered by this agreement who is transferred to a position which requires him to become a member of Local 107, shall retain his accrued seniority up to the date of transfer to Local 107 and if transferred back to a position covered by this agreement, will be credited with the seniority accrued prior to his transfer from Local 1585.
- (b) When an employee covered by this agreement moves to a non-union salaried position in the Company, the employee shall retain his seniority in his former job classification for 6 months provided the employee pays dues to

the Union during this 6 month period. If the employee requests to return to his former job classification before he has completed 6 months in his new job, the employee will be credited with his seniority accrued prior to his transfer from Local 1585, provided the employee paid his dues to the Union.

- (c) In the event that an employee covered by this agreement takes up a full-time position with the Union, then in such case, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such capacity.

20.11

- (a) The Company will consider applications for leave of absence but the Company will not grant leave of absence to any employee covered by this agreement for a longer period than sixty days with retention to seniority without first discussing same with the Union Grievance Committee. Where leave of absence is granted for reasons other than personal sickness or accident, the employee shall be liable to the Company for all benefit payments made on his behalf in any month in which less than 40 hours work is performed for the Company.
- (b) During a period of sick leave wherein an employee qualifies for payment under Article 17.01, the Company agrees to make

payments necessary to maintain in force the benefits provided under 17.01, 17.02, 17.03, 17.05 and 17.08. The employee will be responsible to reimburse the Company only for the employee's share accrued.

20.12 An employee who is granted leave of absence due to injury or illness shall be required to submit a doctor's report before the leave of absence is granted and further, to maintain such leave of absence in good standing, shall be required to submit a doctor's medical progress report after an absence of not longer than 6 working days, and every 2 months thereafter until his return to work.

20.13 An Inspector will have the opportunity to select a shift in the following areas in accordance with his seniority provided he is qualified and capable of performing the required duties. The areas of selection are as follows:

- 1) route supervision
- 2) control room
- 3) dispatch office

Overtime for Inspectors will be assigned in accordance with mutually established guidelines.

20.14 If and when overtime is required and an employee is not required to finish a particular job which he had started, then consideration will be given to the employee with the most seniority within his classification, within his department as established by the Company.

ARTICLE 21 - DEDUCTION OF UNION DUES

21.01 During the lifetime of this agreement the Company shall deduct from the pay of all employees not excluded by Article 2.01 and covered by this agreement who are now, or who later become members of the Union and are employed in classifications covered by this agreement whatever sum or sums may be authorized for Union dues and assessments.

21.02 If an employee is not excluded by Article 2.01 and on the nominal roll as of January 1, 1979 in a classification covered by this agreement is not a member of the Union, or in the event that a new employee hired after January 1, 1979, not excluded in a classification by this agreement, elects within sixty days of employment not to become a member of the Union, the Company agrees to deduct from the pay of such employee and remit to the Union such sum or sums as may from time to time be assessed by the Union on its members according to its constitution for general Union purposes; such deductions shall not extend to a special assessment or to an increment in an assessment which relates to special Union benefits such as for instance Union insurance, in which the non-member employee as such would not participate or the benefit of which he would not enjoy.

21.03 Irrespective of the date of termination of this contract and any renewals of same, deductions shall be made monthly, the sum to be remitted within 8 days of the end of the respective pay periods to the Secretary of the Union. The said sums shall be accepted by the

Union as the regular dues and assessments of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union.

21.04 The Union agrees that in the event any employee is or becomes a member of a religious denomination or sect under the belief of which trade union membership or contribution to trade union funds is prohibited, then the deductions made pursuant to this Article, from such employee's pay shall be donated to a registered charity of such employee's choice.

21.05 Notwithstanding anything contained in Article 21.01, it is agreed that the Company will continue to deduct dues from those employees who are required to perform temporary supervisory duties in a job classification beyond the scope of this agreement.

ARTICLE 22 - MEDICAL EXAMINATION

22.01 All new employees engaged on a permanent basis, and any employees returning from an extended leave of absence, or recalled from extended lay-off, will be required to pass a medical examination by the Company physician before commencing work.

22.02 Where illness is claimed as a reason for extended absence, the Company reserves the right to have the employee examined by the Company's physician at any time before further leave is extended.

22.03 In the event that an employee wishes to appeal a decision of the Company's physician affecting the employee's ability to perform any and every duty pertaining to the employee's own occupation, an independent medical consultant shall be mutually agreed upon to whom the employee will report for a further medical examination in respect to his fitness to perform the duties of his normal occupation. Should the original decision of the Company's physician be sustained by the consultant, the employee will pay the consultant's charges; should the decision be revised the Company will defray the fee.

ARTICLE 23 - PUBLIC RELATIONS

23.01 It is agreed that the safety of and service to our patrons takes priority over any other endeavours at which the staff may be employed. Tact and patience are required at all times so that customer satisfaction is the end result.

ARTICLE 24 - ALLOWANCES

24.01 A meal allowance of \$6.50 will be paid to a salaried employee required to work overtime from the end of his regular shift for a further period of 3 hours or more. This allowance will be paid with the next regular pay provided that the information be received in accounting on or before 12:00 noon on the Monday of the payweek, otherwise it will be included on the following pay.

24.02 When a salaried employee is required to use his automobile to or from an assignment a mileage allowance of 35 cents per mile (22 cents per kilometer) will be paid for the use of said automobile.

24.03 A tool allowance will be paid on the 24th pay each year to each eligible Foreman provided he has worked at least 9 months in the job classification in the previous 12 months. This allowance will be pro-rated over 9 months for any employee who has worked less than 9 months in the previous 12 months.

- (a) A list of tools required will be maintained by the Director of Engineering.
- (b) Tool lists will be changed as required by the Director of Engineering and revalued once each year using price lists available on the 1st day of November. The value will be an average of Snap-On and one other brand name price list chosen by the Director of Engineering.
- (c) The tool allowance shall be 7% of the value of the applicable required tool list:
 - (i) providing the employee has maintained the required tools at his place of work during the year, and
 - (ii) can show receipts of purchase for at least the amount of the allowance. Receipts over the required amount in any given

year may be carried over and used in either of the following 2 years. Conversely, any amount of the tool allowance not drawn in a given year may be carried forward for up to 2 years.

- (d) Foremen who's tool kit does not contain at least the required tools will be paid an allowance based on the actual value as determined by the method used in 24.03(b).
- (e) During the currency of this agreement, if it should become apparent that new revenue vehicles are becoming metric, then at times to be determined by the Director of Engineering after consultation with the Executive Stewards of the Union, an allowance equivalent to the allowance described in the preceding paragraph shall be paid to the eligible employees as therein determined one time only, on a Shop basis, if that is warranted by the circumstances.

It is mutually agreed the above allowance will be integrated with any Governmental assistance received and will be fully waived or returnable, as the case may be, should such Governmental assistance be in excess of 75% of the cost of metric tools required.

24.04 A safety boot and rubber boot allowance of \$60.00 will be paid on the 24th pay each year to each salary-rated employee required by his Division Head to

wear C.S.A. approved safety boots provided the employee will have worked for the Company at least 9 months in the previous 12 months. This allowance will be pro-rated over 9 months for any employee who has worked less than 9 months in the previous 12 months.

24.05 A cleaning allowance of \$47.00 will be paid on the 24th pay each year to salary-rated uniformed employees in the Operating Division provided the employee will have worked for the Company at least 9 months in the previous 12 months. This allowance will be pro-rated over 9 months for any employee who has worked less than 9 months in the previous 12 months. In addition, a cleaning allowance of \$30.00 will be paid on the 24th pay each year to the uniformed employees in all other divisions in accordance with the provisions as outlined above.

ARTICLE 25 - HOURS OF WORK

25.01 Salaried employees will be required to work those hours necessary to perform the duties assigned to them so as to meet the respective laid-down time-tables for completion of said duties.

25.02 Under normal circumstances salaried employees will be required to work 5 days per week and whenever possible will be given 2 consecutive days off. If the exigencies of the work require any employee to work overtime or on a regular day off, compensating lieu time off will be granted as soon as possible thereafter, or, alternatively, elect to be paid at straight

time for prior-approved overtime in excess of 1 hour, except, in either case, if it were required by the previous absence of the employee concerned.

25.03 40 hours shall constitute a normal week's work in the case of employees in the Operating Division, Maintenance Division, Stockroom, Terminals, Traffic Checker, and Telephone Information Clerks, and 37 1/2 hours shall constitute a normal week's work for employees in all other Divisions.

25.04 This Article is not to be construed as a guarantee of an annual wage or of 5 days' work in any week.

25.05 Employees scheduled to commence work at or after 3:30 p.m. or before 3:00 a.m. will be paid a shift premium of 37 cents per hour.

ARTICLE 26 - CALL-INS

26.01 When an employee is called in he will be allowed equivalent lieu time off at a time mutually convenient, minimum 4 hours. Alternatively, the employee may elect to be paid straight time for a minimum of 4 hours' pay or his regular rate including the overtime premium, where applicable, whichever is greater. When called in early, prior to start of shift, the time off or the time paid at time and one-half shall be limited to the extra hours worked.

ARTICLE 27- JOB POSTING

27.01 Whenever a vacancy occurs in a permanent position the job will be posted for bid by employees who may apply for such job, in writing, to the Manager Of Human Resources within 5 working days of such posting. Provided applicants have the required qualifications, selection will be made in accordance with Article 20.03.

27.02 Applying employees with seniority in the department in which the vacancy occurs will be given preference, other things being equal.

27.03 Temporary requirements may be met by the Company without posting for a maximum period of 3 months. If during this 3 month period it becomes known to the Company that the requirements will continue an additional 3 months or more from the time it becomes known, then the temporary requirement will be posted and filled in accordance with the provisions contained in Article 27.0 1. Subsequent vacancies created as a result of filling a temporary requirement may be filled by the Company without posting.

27.04 There shall be a probationary period of no longer than 3 months during which the employee's performance will be assessed before the appointment is confirmed.

27.05 Assignment of additional duties to an employee in a job classification so as to warrant his promotion to a higher category shall not be considered as providing a job opening.

27.06 Notwithstanding the foregoing, the Companies reserve the right to engage, on a temporary basis, former employees to cover for sickness, vacations, peak loads or unusual situations for a maximum period of 6 months. The Companies further reserve the right to engage commercial overload or emergency assistance.

**ARTICLE 28 - WORKING FUNDS
AND CASH RECEIPTS**

28.01

- (a) Any employee entrusted with money or money's worth in the course of his duties is personally responsible for its safekeeping and accountability. Employees concerned must produce the monies, tickets and/or passes, payment vouchers, deposit slips, etc. on demand for audit purposes at any time. Failure to do so may subject the employee to the penalties as provided in Article 4.03.

- (b) Any employee handling cash shall be required to sign an undertaking confirming they will make full restitution in the event of a shortage. In all cases of shortages, restitution in full must be made prior to pay-off on discharge, or before regular duties are resumed unless the employee is otherwise instructed. Shortages to the value of \$100,00 will become a matter of record only. An employee may be disciplined for contributory negligence or repeated shortages.

ARTICLE 29 - UNIFORMS

29.01 Certain salaried employees are required in the course of their duties to wear uniform clothing e.g. Inspectors. Therefore, it is the Company's intention to keep all Inspectors neatly and comfortably outfitted in uniform clothing and supplied with the necessary accessories.

29.02 Uniform clothing, of prescribed design, shall include suits consisting of 1 tunic or blazer and 2 pairs of trousers, pullover sleeveless sweater or long sleeve cardigan sweater, caps (winter and summer), shirts of winter or summer pattern, ties, all-purpose overcoats and parkas,

29.03 Accessories shall be deemed to mean badge, rank bands, service badges, and instruction manuals and will be furnished by the Company as and when applicable.

29.04 All uniform clothing and accessories supplied at Company expense will remain Company property, and shall be recoverable on demand, and shall be worn only at times and for purposes authorized by the Company and in the prescribed manner. Should an Inspector leave the employment of the Company the last issue of such uniforms, overcoats and accessories must be returned to the Company prior to pay-off.

29.05 It is agreed that uniforms will be worn at all times while on duty and in the period in which they are issued, and will not be kept as a reserve for best clothing.

29.06 The Company will furnish Inspectors, Ticket Agents and Charter Sales employees periodically, with uniform clothing as required.

29.07 Each salaried Ticket Agent shall be supplied with 6 uniform shirts, 2 ties, 2 pairs of trousers and 1 blazer as required, provided the Ticket Agent remains in the service of the Company. All uniform clothing furnished at company expense will remain Company property and shall be recoverable on demand, and shall be worn at all times while on duty and only at times and for purposes authorized by the Company and in the period for which they are issued.

29.08 Should any item of uniform clothing become unserviceable or unsatisfactory in appearance due to negligence or abuse by the employee, the Company will provide replacement at the employee's expense. At the expiration of the normal term of issue, such replacement will become the property of the employee concerned.

ARTICLE 30 - MAINTENANCE DIVISIONEQUIPMENT

30.01 Sufficient rainwear (cap, jacket and pants) shall be made available for the use of foremen who are required to work under wet vehicles or perform their duties outside in stormy weather. Employees must sign for such equipment and will be charged replacement price of same if not returned.

30.02 Gloves will be available from the stockroom for issue, on the authorization by the Garage Superintendent, when required for jobs where hand hazards exist.

30.03 The Company agrees to make available during the continuance of this agreement 5 clean suits of coveralls every 2 weeks to all Foremen, such coveralls to remain the property of the Company.

In lieu of the above, Foremen may be supplied with 5 clean sets of work shirts and pants every 2 weeks provided they are available under the rental and cleaning contract of the supplier firm.

It is mutually agreed that, when notice is duly posted, each Foreman may select coveralls or shirts and pants once only in the Spring and once only in the Fall.

As the contract for furnishing and cleaning the coveralls and shirts and pants is made with an outside firm, the Company shall not be considered in default under this Article in the event of strikes or failure to deliver beyond the control of the Company.

Should an employee leave, he will be responsible for turning in his coveralls or shirts and pants, or have the value thereof deducted from the balance of wages due. Should an employee lose the coveralls or shirts and pants issued to him, the Company will replace same and deduct from his current pay the value thereof.

30.04 The Company, at its own expense, agrees to furnish each Foreman with a new parka to the Company's specifications. The employee shall be responsible for its custody and cleaning and shall use it for Company purposes only. The employee will be financially responsible for the parka if lost, damaged, or destroyed, normal wear and tear excepted.

The Company agrees to furnish a replacement parka every 3 years thereafter provided the employee remains in the Company's service.

The parka remains Company property and should the employee leave the Company's service it must be returned prior to pay-off or the cost thereof will be deducted from any monies accruing to him.

ARTICLE 31 - ADMINISTRATION DIVISION EQUIPMENT

31.01 Sufficient rainwear (cap, jacket and pants) shall be made available for the use of Administration Division employees who are required to perform their duties outside in stormy weather. Employees must sign for such equipment and will be charged replacement price of same if not returned.

31.02 The Company at its own expense, agrees to furnish each Ticket Courier, Roadperson and Farebox Puller with a parka to the Company's specification. The employee shall be responsible for its custody and cleaning and shall use it for Company purposes only.

The employee will be financially responsible for the parka if lost, damaged, or destroyed, normal wear and tear excepted.

31.03 The Company agrees to furnish a replacement parka every 3 years thereafter provided the employee remains in the Company's service.

The parka remains Company property and should the employee leave the Company's service it must be returned prior to pay-off or the cost thereof will be deducted from any monies accruing to him.

ARTICLE 32 - BULLETIN BOARDS

32.01 If the Union desires to post notices on the property, such notices shall be first submitted to the Management for approval. Neither the Company nor the Union shall make any change in such notices thereafter.

32.02 Bulletin Boards will be provided by the Company for notices and no notice shall be posted except on such Boards.

32.03 Except as above provided, there shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices, or any other kind of literature upon the Company's property except by permission of the Company's management.

ARTICLE 33 - SAFETY COMMITTEE

33.01 The Union and the Company affirm their mutual desire to maintain high standards of health, safe working practices and conditions in the workplace.

The Union and the Company agree to cooperate in the establishment of a Health and Safety Committee to represent the Office and Stores employees. The Office Health and Safety Committee will consist of 4 employees appointed by Local 1585, and 2 members appointed by the Company, 1 of whom shall serve as Chairperson. In addition, the Supervisor of Safety/Training, shall act in the capacity of Advisor to the Committee, with no voting privileges. The Committee shall function in the manner from time to time prescribed under the terms and conditions of the Occupational Health and Safety Act.

The parties also agree that the importance of this committee is paramount and, therefore, it is desirable to maintain a high level of continuity. Therefore, both parties shall endeavour to overlap representation in a fashion that ensures that both sides will avoid replacing more than 1 committee member at 1 time.

The President of the Local 1585 Union shall be represented on the Corporate Health and Safety Committee, which meets regularly to formulate rules and regulations relating to the safety and health of all employees.

ARTICLE 34 - EMERGENCIES

34.01 Nothing in this contract shall preclude the Companies from assigning work to any employee within his capacity in cases of emergency or unusual circumstances.

ARTICLE 35 - COMPANY AND EMPLOYEE RELATIONS

35.01 If a serious complaint is turned in about a salaried employee, the employee will be told of the complaint within 48 hours where possible. A member of the Union or the aggrieved employee will have the right to interview the originator of a serious complaint.

35.02 When an employee is interviewed in connection with a complainant's allegations, he shall have the right of seeing the Company official concerned in private.

35.03 Upon prior notification, employees will be given an opportunity to review their Company personnel file.

ARTICLE 36 - GENDER

36.01 Throughout this contract and where the context requires, masculine gender includes feminine gender.

ARTICLE 37 - TECHNOLOGICAL CHANGES

37.01 A minimum of 60 days before the introduction of any technological change which directly affects the conditions and terms or security of employment, classifications or work loads, the Company shall notify the Union of the proposed changes. Any such changes shall be the subject of discussion between the Union and the Company. No employee with seniority shall be terminated by the Company providing he has availed himself of the Company's retraining program as soon as such retraining program becomes available, and the employee is able to perform the job for which he is retrained in a manner satisfactory to the Company within 3 months of being confirmed in the job. An employee who is not able to perform the job after retraining and the subsequent 3 month probationary period will be given the right to bump into any job which he is immediately able to perform and subject to the provision of Article 20.03.

If the technological change results in a substantial increase or decrease in work load the position shall be reclassified. In the case of a downgrading of the position as a result of reclassification, then the rate of pay for the position will be red-circled for a period of 6 months, after which time the reclassified rate of pay will become effective.

ARTICLE 38 - TERMINATION

38.01 This agreement shall be effective as of the First day of April, 1988, and shall continue in full force and effect until the Thirty-First day of March, 1991, and from year to year thereafter unless in 1991 or in any year thereafter not more than 90 days and not less than 60 days before the Thirty-First day of March in such year either party shall furnish the other with written notice of termination or proposed revision of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under the hands of their duly authorized officers.

(for)

THE HAMILTON STREET RAILWAY COMPANY

WILLIAM SEARS
Chairman, Board of Directors

PATRICE NOE JOHNSON
Secretary

ERIC PILON WILLIAM H.H. SMITH
Director of Administration Director of Operations

CHERYL LOWE PEGGY MELLOR
Commissioner of Human- Manager of Human
Resources Resources

R I C H A R D PAUCHESE
District Chief Inspector Office Manager

ROY DUNCAN TONY TOLLIS
Director of Engineering Accounting Supervisor

(for)
AMALGAMATED TRANSIT UNION
LOCAL UNION 1585

GRACE A. ANDERSON BRENDA McCASKIE
President Member

LAWRENCE MARTIN JAMES DOREY
Vice-President Member

ELIZABETH L. LEGGETT VICTOR HRYCAY
Secretary Member

LINDA OWSIANICKI
Member

SCHEDULE "A"

Being attached to and forming part of the collective bargaining agreement between The Hamilton Street Railway Company and the Amalgamated Transit Union, Local Union 1585, dated the First day of April, 1988. For the purpose of this Schedule, employees will be classified in job groups as follows:

SCHEDULE "A" - EFFECTIVE APRIL 1, 1988

Job Group Number	Hours per Week	Classification
21	37.5	
	38.0	
	40.0	
20	37.5	
	38.0	
	40.0	Foreman I
19	37.5	
	38.0	
	40.0	* Foreman II (* - Effective April 1, 1989)
18	37.5	
	38.0	
	40.0	Inspector, Foreman II
17	37.5	
	38.0	
	40.0	

Job Group Number	Hours Per Week	Classification
16	37.5 38.0 40.0	
15	37.5 38.0 40.0	Transit Technologist I Senior Stockkeeper Foreman (Service Line) III
14	37.5 38.0 40.0	Transit Technologist II Stockkeeper Utility Stockkeeper
13	37.5 38.0 40.0	Buyer HSR Ticket Agent
12	37.5 38.0 40.0	Transit Technologist III
11	37.5 38.0 40.0	Operations Clerk HSR Shipper/Receiver

Job Number	Group	Hours Per Week	Classification
10		37.5	Sr. Clerk/Typist -Purchasing Sr. Payroll Clerk Sr. Accounting Clerk Clerk/Typist - HSR Charters
		38.0	
		40.0	
9		37.5	Reservations Clerk Secretary - NF Division Accounts Payable Clerk
		38.0	Farebox Puller
		40.0	Operations Clerk CCL
8		37.5	Ticket Vault Clerk Accounting Clerk I Machine Ticket Audit Clerk Payroll Clerk I Agent Ticket Auditor Secretary/Clerk Sr. Garage Clerk Steno/Accounting Clerk - CCL
		38.0	
		40.0	Roadperson
		37.5	Clerk Typist Garage Clerk I
		40.0	
7		37.5	Clerk Typist Garage Clerk I
		38.0	
		40.0	

Job Group Number	Hours Per Week	Classification
6	37.5	Accounting Clerk
		Ledger Clerk - Purchasing
		Ticket Deliverer
	38.0	Revenue Clerk
	40.0	
5	37.5	Ticket Audit Clerk
		Switchboard/Typist
		Garage Clerk II
	38.0	
	40.0	
4	37.5	
	38.0	
	40.0	Information Clerk
		Mail Clerk
3	37.5	
	38.0	
	40.0	Senior Checker
2	37.5	
	38.0	
	40.0	Checker
	37.5	
	38.0	
	40.0	Office Cleaner
		65

SCHEDULE "A"

The top bi-weekly base rates of pay in effect during the lifetime of this agreement shall be as follows:

Group	Hours per Week	Effective April 1, 1988 Bi-weekly	Effective April 1, 1989 Bi-weekly	Effective April 1, 1990 Bi-weekly
21	37.5	1598.74	1667.49	1742.53
	38.0	1599.40	1668.17	1743.24
	40.0	1602.04	1670.93	1746.12
20	37.5	1582.52	1650.57	1724.85
	38.0	1583.18	1651.26	1725.57
	40.0	1585.82	1654.01	1728.44
19	37.5	1539.38	1605.57	1677.82
	38.0	1540.04	1606.26	1678.54
	40.0	1542.68	1609.02	1681.43
18	37.5	1517.06	1582.29	1653.49
	38.0	1517.72	1582.98	1654.21
	40.0	1520.36	1585.74	1657.10
17	37.5	1498.80	1563.25	1633.60
	38.0	1499.46	1563.94	1634.32
	40.0	1502.10	1566.69	1637.19
16	37.5	1490.18	1554.26	1624.20
	38.0	1490.84	1554.95	1624.92
	40.0	1493.48	1557.70	1627.80

Group	Hours per Week	Effective	Effective	Effective
		April I, 1988 Bi-weekly	April I, 1989 Bi-weekly	April I, 1990 Bi-weekly
15	37.5	1484.08	1547.90	1617.56
	38.0	1484.74	1548.58	1618.27
	40.0	1487.38	1551.34	1621.15
14	37.5	1320.74	1377.53	1439.52
	38.0	1321.40	1440.24	1440.24
	40.0	1324.04	1380.97	1443.11
13	37.5	1273.58	1328.34	1388.12
	38.0	1274.24	1329.03	1388.84
	40.0	1276.88	1331.79	1391.72
12	37.5	1174.14	1224.63	1279.74
	38.0	1174.80	1225.32	1280.46
	40.0	1177.44	1228.07	1283.33
11	37.5	1143.72	1192.90	1246.58
	38.0	1144.38	1193.59	1247.30
	40.0	1147.02	1196.34	1250.18
10	37.5	1094.50	1141.56	1192.93
	38.0	1095.16	1142.25	1193.65
	40.0	1097.80	1196.54	1196.54
9	37.5	983.92	1026.23	1072.41
	38.0	984.58	1026.92	1073.13
	40.0	987.22	1029.67	1076.01

Group	Hours per Week	Effective April 1, 1988 Bi-weekly	Effective April 1, 1989 Bi-weekly	Effective April 1, 1990 Bi-weekly
8	37.5	929.12	969.07	1012.68
	38.0	929.78	969.76	1013.40
	40.0	932.42	972.51	1016.27
7	37.5	897.16	935.74	977.85
	38.0	897.82	936.43	978.57
	40.0	900.46	939.18	981.44
6	37.5	870.28	907.70	948.55
	38.0	870.94	908.39	949.27
	40.0	873.58	911.14	952.14
5	37.5	833.24	869.07	908.18
	38.0	833.90	869.76	908.80
	40.0	836.54	872.51	911.77
4	37.5	800.78	835.21	879.79
	38.0	801.44	835.90	873.52
	40.0	804.08	838.66	876.40
3	37.5	699.84	729.93	762.78
	38.0	700.50	730.62	763.50
	40.0	703.14	733.38	766.38
2	37.5	655.20	683.37	714.12
	38.0	655.86	684.06	714.84
	40.0	658.50	686.82	717.73

	I-fours per Group	Effective <i>April 1,</i> <i>1988</i> Week	Effective <i>April 1,</i> <i>1989</i> Bi-weekly	Effective <i>April 1,</i> <i>1990</i> Bi-weekly
1	37.5	605.98	632.04	660.48
	38.0	606.64	632.73	661.20
	40.0	609.28	635.48	664.08

LETTERS OF UNDERSTANDING

LETTER NO 1

March 7, 1988

The Hamilton Street Railway Co.
The Canada Coach Lines Limited,
Local 1585 - A.T.U.
Hamilton, Ont.

TO: THE UNION NEGOTIATING COMMITTEE

During the course of our negotiations, the Union expressed concern regarding the availability and content of job descriptions for Local 1585 positions. This letter will confirm the Company's intent to provide the President of the Local Union with copies of completed job descriptions for Local 1585 positions a minimum of 2 times per year or more frequently, as requested.

In addition, the Company agreed to provide the President of the Local Union with a complete set of organi-

zation charts, as they are revised, to assist the Union in keeping abreast. of changes in Company personnel.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 2

March 7, 1988

The Hamilton Street Railway Co.
The Canada Coach Lines Limited,
Local 1585 - A.T.U.
Hamilton, Ont.

TO: THE UNION NEGOTIATING COMMITTEE

During recent negotiations the Union expressed concern regarding the Company's future participation in government sponsored employment programs.

In an effort to alleviate these concerns, the Company will commit to meeting with the President of the Local Union, prior to the onset of the programs for the purpose of informing the union of the details of the programs and the extent of the Company's intended participation in these programs.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 3

March 7, 1988

The Hamilton Street Railway Co.
The Canada Coach Lines Limited,
Local 1585 - A.T.U.
Hamilton, Ont.

TO: THE UNION NEGOTIATING COMMITTEE

This will confirm the Company and the Union's agreement in principal, to establish a joint Management/Union Pension Committee, in accordance with the guidelines contained in the pending Provincial Legislation, regardless of whether or not the Legislation comes into effect. In addition, the Company and the Union also agree to establish a joint Management/Union Benefits Advisory Committee which will function in the same manner as the Joint Pension Committee.

It is further agreed that detailed language on these committees will be provided.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 4

March 25, 1988

The Hamilton Street Railway Company
The Canada Coach Lines Ltd.
Local 1585 - A.T.U.
Hamilton, Ont.

TO:THE UNION NEGOTIATING COMMITTEE

This will confirm the Company and the Union's agreement to recognize 1 classification called Inspector which includes the duties of route supervision, control room and dispatch office. Following ratification 1 job description will be developed which will encompass these duties. The Company also agreed to provide training, when it can be accommodated, to those Inspectors who are not familiar with all aspects of the job.

The parties also agreed that every effort will be made to apply the provisions of Article 20.13, wherever possible, during the transition period to the single classification of Inspector.

Effective April 1, 1988 Inspector II's will become full Inspectors and their rank will be determined by their seniority as Inspector II's.

In addition, the Company agreed to meet with representatives of Local 1585 following ratification to discuss and develop guidelines in the following areas:

- 1) Grandfather those existing Inspectors not qualified to perform all the duties contained in the new Inspector's job description,
- 2) Vacation blocks
- 3) Wearing of uniform caps
- 4) Shifts
- 5) Overtime

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 5

March 7, 1988

The Hamilton Street Railway Co.
The Canada Coach Lines Limited,
Local 1585 - A.T.U.
Hamilton, Ont.

TO: THE UNION NEGOTIATING COMMITTEE

During the course of our negotiations, the Company expressed concern regarding the current grievance form.

This letter will confirm that the Company and the Union have agreed to form a small committee to review the current form with a view to recommending to Management and the Union Executive modifications to the form.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 6

March 7, 1988

The Hamilton Street Railway Company
The Canada Coach Lines Limited
Local 1585 - A.T.U.
Hamilton, Ont.

TO:THE UNION NEGOTIATING COMMITTEE

The parties agree that a Job Evaluation Plan will be developed jointly by the Union Executive and the Employer and administered by the Employer. The plan shall meet the requirements of the provincial Pay Equity Act.

It will be the responsibility of the Employer to develop the job descriptions and evaluate the jobs. The development of job descriptions by the Employer will include a process, whereby, an employee confirms by signature, that the job description accurately reflects the duties performed. In the event agreement cannot be reached, the Employer and the Union Executive will meet to resolve the issue.

The Employer and the Union will negotiate the applicable wage rates upon completion of the Employer's administration of the Job Evaluation Plan. These wage rates will be negotiated in light of the Pay Equity legislation,

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 7

March 8, 1988

The Hamilton Street Railway Company
The Canada Coach Lines Limited
Local 1585 - A.T.U.
Hamilton. Ont.

TO:THE UNION NEGOTIATING COMMITTEE

The will confirm the Company and the Union's agreement in principle to form a joint Management/Union Committee to establish a policy regarding a Vocational Rehabilitation Program.

Two specific issues will be included in the discussions:

1. Temporary and permanent disabilities.
2. The need to extend the 2 year time frame referred to in Article 20,06 in situations where a return to work time frame can be clearly identified.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LIMITED

LETTER NO. 8

March 8, 1988

The Hamilton Street Railway Company
The Canada Coach Lines Limited
Local 1585 - A.T.U.
Hamilton, Ont.

TO:THE UNION NEGOTIATING COMMITTEE

This letter will confirm our recent discussions concerning the intent of the words "or equivalent" found in Article 17 of the current collective agreement.

In the event the Company changes benefit carriers, the Company agrees that no change in the level of benefits being provided shall occur.

THE HAMILTON STREET RAILWAY COMPANY
THE CANADA COACH LINES LTD.

LETTER NO. 9

March 30, 1988

The Hamilton Street Railway Company
The Canada Coach Lines Limited
Local 1585 - A.T.U.
Hamilton. Ont.

TO:THE UNION NEGOTIATING COMMITTEE

During recent negotiations the parties agreed to the following definitions:

Company (Department):

Refers to the Transportation Department of the Region, headed by a Commissioner and encompasses the Company or the Companies (H.S.R/C.C.L.).

Division:

Refers to the organizational parts of the Transportation Department, which are currently Operations, Administration, Engineering/Maintenance, Marketing and Customer Services, and Canada Coach Lines limited. These are subject to change.

Section:

Refers to the organizational parts of a Division and are generally headed by a Manager, Superintendent or Chief Inspector.

Group:

Refers to the organizational parts of a Section and are generally headed by a Supervisor, Officer or Chief Dispatcher.

Department or Rotating Cycle:

Refers to a work unit established by the Company, comprised of 1 or more persons who perform similar or related tasks or work on the same task.

HAMILTON STREET RAILWAY COMPANY
CANADA COACH LINES LIMITED

**THE
HAMILTON STREET RAILWAY CO.
CANADA COACH LINES LTD.**

*Owned and Operated by the
Regional Municipality of Hamilton- Wentworth*

POLICIES

POLICIES & PROCEDURES

Effective: As Stated on Policy



INDEX

PAGE POLICY

- 1 Policy regarding the use of substances
- 5 Policy regarding the possession of alcohol or illicit drugs
- 9 Policy to assist employees with substance related problems

SUBJECT: POLICY REGARDING THE: USE OF
SUBSTANCES

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 1 OF 3

PURPOSE:

It is the intent of the Transportation Department of the Regional Municipality of Hamilton-Wentworth to operate and maintain its transportation system in a safe and efficient manner and to provide a safe work environment for its employees. It is essential, therefore, that all employees be alert and in full possession of their faculties while performing their job functions or while on Company property. It is also the intent of the Transportation Department to offer assistance to an employee who voluntarily requests help in dealing with alcohol or drug related problems.

POLICY:

THE WILLFUL USE OF ANY SUBSTANCE OR BEING UNDER THE INFLUENCE OF ANY SUBSTANCE WHICH CAN IMPAIR THE JOB PERFORMANCE OF ANY EMPLOYEE IS PROHIBITED.

INTERPRETATION:

1. An employee whose responsibilities have potential to affect the safety of the employee, co-workers and the public will be discharged if found to be in violation of this policy.

SUBJECT: POLICY REGARDING THE USE OF
SUBSTANCES

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 2 OF 3

INTERPRETATION (CON'T):

- Employees falling into this category include anyone who, in the normal course of their duty, operates a bus, trolley or other revenue vehicles.
2. Any other employee found to be in violation of this policy will be subject to severe disciplinary action up to and including discharge, depending on the nature of the work, consequences of the incident, job performance and the employee's overall record.
 3. Any level of consumption of any substance which may impair job performance will be deemed to be a violation of this policy.
 4. Any employee receiving assistance in dealing with a substance related problem is not considered exempt from this policy.
 5. Each manager and supervisor of the company will be accountable for administering this policy.
 6. This policy is intended to support other related Company rules, regulations, and collective agreement clauses.
 7. For the purposes of this policy, a substance is alcohol, controlled drugs or other intoxicant.

SUBJECT: POLICY REGARDING THE USE OF
SUBSTANCES

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 3 OF 3

PROCEDURES:

1. An employee who appears to be in violation of the policy will be instructed to leave his or her work area to a safe place, for an interview in the presence of two or more supervisory staff or members of management. A union representative will be invited to attend the interview.
2. When the supervisors, as a result of the interview are satisfied there is reasonable grounds to believe that the employee has violated the policy, the employee will be informed of this finding and offered an opportunity to be examined by an authorized medical facility.
3. The employee, thereupon, will be suspended with pay until the outcome of a follow-up interview with the Division Director or his appointee is determined. The follow-up interview will be conducted as soon as practically possible.

FOR FURTHER INTERPRETATION CONTACT:
HUMAN RESOURCES MANAGER

SUBJECT: POLICY REGARDING THE
POSSESSION OF ALCOHOL OR
ILLICIT DRUGS

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 1 OF 3

PURPOSE:

It is the intent of the Transportation Department of the Regional Municipality of Hamilton-Wentworth to operate and maintain its transportation system in a safe and efficient manner and to provide a safe work environment for its employees. It is essential, therefore, that all employees be alert and in full possession of their faculties while performing their job functions or while on Company property. It is also the intent of the Transportation Department to offer assistance to an employee who voluntarily requests help in dealing with alcohol or drug related problems.

POLICY:

POSSESSION OF ALCOHOLIC BEVERAGES OR ILLICIT DRUGS IN BUILDINGS, VEHICLES OR ON COMPANY PROPERTY IS PROHIBITED.

INTERPRETATION:

- I. Any employee found to be in violation of the policy will be subject to severe disciplinary action up to and including discharge.

SUBJECT: POLICY REGARDING THE
POSSESSION OF ALCOHOL OR
ILLICIT DRUGS

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 2 OF 3

INTERPRETATION (CON'T):

2. Alcoholic beverages secured in personal vehicles and unsolicited presentations obtained with company permission are not considered violations of the policy.
3. Each manager and supervisor will be accountable for administering this policy.
4. For the purposes of this policy, a substance is alcohol, controlled drugs or other intoxicants,

PROCEDURES:

1. An employee who appears to be in violation of the policy will be immediately removed from his or her work area to a safe place, for an interview in the presence of two or more supervisory staff or members of management. A union representative will be invited to attend.
2. When the supervisors, as a result of the interview are satisfied that the employee has violated the policy, the employee will be so informed of this finding.

SUBJECT: POLICY REGARDING THE
POSSESSION OF ALCOHOL OR
ILLICIT DRUGS

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 3 OF 3

PROCEDURES (CON'T):

3. The employee will be requested to surrender the substance for disposition.
4. The employee, thereupon, will then be suspended with pay, until the outcome of a follow-up interview with the Division Director or his appointee is determined. The follow-up interview will be conducted as soon as practically possible.

FOR FURTHER INTERPRETATION CONTACT:
HUMAN RESOURCES MANAGER

SUBJECT: POLICY TO ASSIST EMPLOYEES
WITH SUBSTANCE RELATED
PROBLEMS

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: I OF 2

PURPOSE:

It is the intent of the Transportation Department to provide the support necessary to create, sustain, and recover contributing employees.

POLICY:

THE COMPANY WILL OFFER ASSISTANCE AND SUPPORT TO EMPLOYEES IDENTIFIED AS HAVING SUBSTANCE RELATED PROBLEMS.

INTERPRETATION:

1. Employees may be identified as having a problem by voluntarily requesting assistance or through the opinion of a legally qualified medical practitioner.
2. The company will arrange and fund reasonable treatment arranged by the company for an employee with a substance related problem.
3. Employees undergoing treatment will receive appropriate benefit compensation.
4. The policy does not exempt employees from the Company policy regarding the use of substances.

SUBJECT: POLICY TO ASSIST EMPLOYEES
WITH SUBSTANCE RELATED
PROBLEMS

COVERAGE: ALL
EFFECTIVE DATE: JULY 11, 1988
PAGE: 2 OF 2

INTERPRETATION (CON'T):

5. For the purposes of this policy, a substance is alcohol, controlled drugs or other intoxicants.

PROCEDURES:

1. An employee may request assistance by contacting his supervisor, the Human Resources section, or the Corporate Health Centre. All such requests will be treated confidentially.
2. Employees may also use the Employee Assistance program which is voluntary and the use of which is treated confidentially.
3. Employees identified as having a substance related problem affecting job performance and safety shall be required to participate in an approved assistance program arranged by the Company as a necessary condition of employment.

FOR FURTHER INTERPRETATION CONTACT:
HUMAN RESOURCES MANAGER