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1996 - 1997 COLLECTIVE AGREEMENT

between

OSHAWA TRANSIT COMMISSION

- and -

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW-CANADA), and its
LOCAL 222**

March 1, 1996 to February 28, 1997. *

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THIS COLLECTIVE AGREEMENT

Made in duplicate this 1st **day** of March, 1996

BETWEEN:

OSHAWA TRANSIT COMMISSION
hereinafter referred to as the "Commission"

Of the first part,

- and -

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA (CAW-CANADA), AND ITS LOCAL 222**

Employees of Oshawa Transit Commission
hereinafter referred to as the "Union"

Of the second **part**.

ARTICLE 1 COVERAGE

1.1.1 This Agreement shall apply to all employees of the Commission covered by the classifications **listed** in SCHEDULE "A" of this Agreement. In the event a new classification is established in **SCHEDULE "A"** during the life of this **Agreement**, negotiations for a wage rate **and any** working conditions covered **by** this Agreement shall **be** commenced before notice of the vacancy is **posted**.

If the Union and the Commission fail to reach **an** agreement on the wage rate or classification, a Union Policy Grievance may be filed. The Arbitrator will have the authority to set the **wage** rate, classification **and** award the redress.

ARTICLE 2 RECOGNITION

2.1.1 The Commission hereby recognizes the Union **as** the sole Collective Bargaining Agency for the employees coming within the coverage of this Agreement in respect to wages, hours of work and all other working conditions.

2.1.2 There shall **be** no discrimination by the Commission or the Union or its members, against any employee because of membership or non-membership in any lawful Union, or according to the Ontario Human Rights Code.

ARTICLE 3 UNION SECURITY AND CHECK OFF

3.1.1 All employees to whom **this** Agreement applies who are hired after March, 1987, and who have completed their probationary **period** shall become and remain members of the Union.

ARTICLE 5 UNION REPRESENTATIVES

5.1.7 (continued)

b) During negotiations for renewal of this Collective Agreement, the Commission will pay **up** to six days' pay for four employees for time lost from work. The Commission will not pay for time spent in Conciliation.

5.1.8 The Commission will allow a maximum of two employees at any given time, elected or appointed to an Office in the Union, a leave of absence without loss of service **and** reinstatement to his/her former position, provided the Commission **does** not have to pay for any wages or benefits.

5.1.9 Except as set out in Article 5.1.5, or for prearranged meetings with Management, Stewards will not leave the job site to carry out their duties as Union officials.

5.1.10 A ~~Labour~~ Relations Committee comprised of Management and up to four Union officials agree to hold monthly meetings in order to promote good relations between the **parties**.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1.1 For the **purposes** of this Agreement, a grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any questions **as** to whether a matter is arbitrable.

Under this Agreement, there are considered to **be** two types of grievances. The first **type** is a grievance raised by an individual employee or a group of employees. The second type is a policy grievance which is raised **by** the Commission or Union.

For **an** employee grievance to **be** considered valid, Step 1 of the Grievance Procedure must take place within one week of the time of the Occurrence of the conditions or circumstances causing the grievance, with the exception ~~that~~ an employee who is legitimately absent from **work** may raise a grievance within one week of his/her return to work, where the conditions or circumstances causing the grievance occurred during his/her absence.

6.2.2 The Commission's or the Union's grievance, to **be** considered valid, must be submitted to the other party within 15 calendar days of the date of the occurrence.

6.2.3 Where a grievance arises from layoff or dismissal, the Union shall present the grievance on the employee's behalf at Step 2 of the Grievance Procedure.

6.2.4 The time **limits** imposed on Commission officials and/or Union officials in the Grievance Procedure shall not include days in which the particular official is absent from the Commission's premises.

6.2.5 In following out the steps of the Grievance Procedure, if no Supervisor's position exists, or in the event of the Supervisor's absence which may result in the time limits for processing a grievance being exceeded, the employee may contact the next higher level of supervision.

ARTICLE 6

GRIEVANCE PROCEDURE

6.2.6 If at any time the Commission representative fails to supply a written answer to a written grievance within the time specified in each step, then the grievance shall be considered settled pursuant to the Union written request.

6.3.1 GRIEVANCE PROCEDURE

Any employee having a complaint, or a group of employees having a complaint, shall first take the matter up with their immediate Supervisor.

Step 1

Failing to resolve the complaint, a grievance can be filed. The employee must be accompanied by his/her Steward.

A written decision shall be rendered within two working days of the grievance meeting. A copy of the decision will be given to the Unit Chairperson and the Steward.

step 2

Failing satisfactory adjustment at Step 1, the grievance shall be presented to the Manager of Transit, who may hear the case personally or delegate his authority. At this and subsequent steps of the Grievance Procedure, Union representation will be limited to three employees. The grieving employee need not be present throughout the hearing, but he/she shall be available in case his/her presence is required. A decision shall be given in writing within five working days of the hearing, or such other time as may be mutually agreed upon at the time of the hearing. A copy of the decision will be given to the Unit Chairperson and Steward. At this and subsequent steps, the Union may be assisted by a National Representative of the Canadian Auto Workers and the President of the Local Union.

step 3

Only policy grievances will be taken to the Commission, at a regular Commission meeting. Up to two Union officials and the Unit Chairperson shall present the case.

The Commission shall render its decision in writing within five days of the hearing, provided all pertinent information and evidence is available at the time of the said hearing. A copy shall be given to the Unit Chairperson and Steward.

6.4.1 A policy grievance originating with the Union or the Commission will be submitted at Step 2 of the Grievance Procedure. Failure of an individual employee to file a grievance shall not be considered precedent setting.

The Union's grievance will be presented to the Manager of Transit, and the grievance will be processed as outlined in Step 2 and Step 3 of the Grievance Procedure.

ARTICLE 6 GRIEVANCE PROCEDURE

6.4.1 (continued)

The Commission's grievance will **be** submitted to the Unit Chairperson of the Union, and the time limits as outlined in Step 3 will apply. **If** such grievance is not settled to the satisfaction of both parties, then it may **be** processed to arbitration.

ARTICLE 7 ARBITRATION

7.1.1 Both parties agree that if any difference should arise between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable, either party, after exhausting the grievance procedure applicable under the terms of this Agreement, may request a meeting of the Commission with the **Labour** Relations Committee of the Union at the **earliest** opportunity in an effort to adjust such matters, and the Union shall have the right to have their Union Representative with them, **and** if no settlement of the matter **at** issue can **be** reached, then the Commission and/or the Unit Executive Board/Unit Chairperson, may apply within 10 working days after receipt of the decision received from the Commission **or** Union, either party can refer the **outstanding** issues to a single Arbitrator or in accordance with Section 45 of the Labour Relations **Act** for the final **and** binding settlement, without stoppage of work

Both parties shall bear **an** equal share of the expenses of the single Arbitrator.

7.1.2 The Commission **and** the Union agree to abide by the Labour Relations **Act** with respect to **strikes and** lockouts.

ARTICLE 8 DISCIPLINARY ACTION

8.1.1 The Union shall be notified in writing within 24 hours excluding Saturdays, Sundays and Statutory Holidays of any action which may result in an employee being disciplined, discharged or laid off.

An employee of the Commission who is about to be discharged or suspended and is required to leave the Commission's premises, must first be allowed **an** interview with one appropriate Union official.

The Union recognizes that in cases involving suspension or discharge, there may arise a time in which immediate removal of an employee from the workplace is the only way to deal with the matter.

8.1.2 All entries on an employee's record relating to discipline will be removed and destroyed after two years from the date of entry. The Unit Chairperson, appropriate Steward and the employee will **be** informed in writing of all entries relating to discipline. This will be done within 24 hours' notice excluding Saturdays, Sundays and **Statutory** Holidays.

ARTICLE 9 HOURS OF WORK AND OVERTIME REGULATIONS

9.1.0 GENERAL

9.1.1 An employee who reports for work on his/her off duty day will be paid a minimum, the equivalent of four hours pay at straight time rates, for a first and second call-in. No minimum shall apply on a call-in where the employee is stopped before leaving home, except when the employee is called prior to 8:00 a.m.

9.1.2 A Coach Operator who, due to sudden illness or for other reasons, is unable to report for work at the scheduled time shall notify his/her Supervisor or Night Person 45 minutes in advance and Garage staff notify their ~~Supervisor~~ 30 minutes in advance. If absent for two consecutive working days without notice being given, the employee shall be considered to have left the service of the Commission. Reinstatement shall be dependent upon a satisfactory explanation being given to the Manager of Transit.

9.1.3 Overtime rates shall be one and one-half times the straight time rates.

9.1.4 Employees on regular assignments who work overtime shall be paid at double the normal rate for that portion of such overtime which is more than 14 hours in each 24 hour period commencing at 4:00 a.m. for Operations employees and 12:00 midnight for all other employees.

9.1.5 When ~~an~~ employee is sent on a training course by the Commission, the hours of the course shall be considered as the regular hours of work for the purpose of payment of wages. No overtime shall be paid for course attendance or for travelling to and from the course location, and no regular time shall be lost.

Depending on the starting time and the ~~distance~~ to the training course, the employee at the discretion of Management, may stay over the night before the course.

If the employee is required to attend the course on his/her normal day off work, he/she shall be allowed an equivalent amount of time off at a later date, to be taken at a time acceptable to the Supervisor. Such time off will not exceed eight hours per day of course attendance. Employees on training course of one week ~~or~~ more duration, will be reimbursed for one ~~three~~ minute telephone call home, ~~per week~~

Travelling expenses in accordance with the Commission's established policy will be allowed.

9.1.6 The Commission will pay for courses required due to technological change. The courses to be taken and paid for will be at the discretion of Management.

9.1.7 ~~An~~ employee will not work more than 12 hours in one 24 hour period unless agreed to after discussion between Management and the bargaining committee.

9.1.8 In the event the Commission obtains charter ~~rights~~ for points beyond the present City limits, it is agreed that negotiations will be undertaken to establish a rate of pay and accommodation allowances, etc. for this time of work.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.1.9 Employees resuming duty after illness or leave of absence for other reasons shall report for duty to the proper officer. If a Coach Operator's run is booked out, he/she will be placed on the Spare Board list.
- 9.1.10 A meal allowance may be paid in advance only when an employee **requests** and receives the meal allowance at the transit facility.
- 9.1.11 The meal allowance **will be** as follows:
Breakfast -- \$4.50
Dinner -- \$8.00
- 9.1.12 Employees will be paid 15 minutes at straight time rates for an accident report.
- 9.1.13 Employees who must report to the police station when off duty regarding **an** accident they were involved **in** while driving a Commission vehicle, will **be** paid for one hour at their basic rate of pay.
- 9.1.14 When the Commission **requires an** employee to obtain a driver's licence reclassification; or when the Ministry of **Transportation,** Ontario requires **an** employee to take a test and/or medical or renewal of his/her licence, the Commission will pay for the cost of the medical and any driver **test.** If it is **necessary** for the employee to **take** time off from work for this purpose, the time lost **will be** paid at straight time rates; or if it is necessary for the employee to take the above noted **test** and/or medical on his/her off **duty** hours, then he/she will receive two hours pay at straight time **rates.**

All tests for renewal of **an** employee's work related licence will be taken at the Transit Commission. If the employee elects to **take** this test at the Ministry of Transportation, Ontario, it will **be** at his/her own expense.

9.2.0 COACH OPERATORS GENERAL

- 9.2.1 The hours of assignment for Coach Operators who are **required** to go to the garage to **take** out **a bus** will commence **five minutes prior** to the time **required** to leave the garage **for** the initial starting point of the **run,** and if required to **take** the coach to the garage after completion of the run, the assignment **will** end five minutes after scheduled arrival at the garage.
- 9.2.2 a) Coach Operators will be **permitted** to make their choice of assignments:
- when an assignment is changed for a **period** of 30 **days** or more.
 - when the number of regular assignments are to increase for a **period** of 30 days or more.
 - when the number of assignments are to be reduced, except on a recognized Holiday.
 - when there is a vacancy which Management assumes will exist for 30 days or more.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.2

a) (continued)

- when a Coach Operator resumes **duty** subsequent to leave of absence for any reason, provided that such Coach Operator is unable to return to his/her previous assignment due to a choice of assignments having been made as a result of such leave of absence having been granted.
- at the expiration of a **period** of two months **from** a previous choice of assignments, except for the summer assignment, which may extend **for** a **period** of up to ~~three~~ months from the previous choice of assignments.

b) A list of assignments will **be** posted by Management at least 17 days in advance of its effective **date**. This time **period** may **be** reduced provided the employees are personally contacted and allowed adequate time to make their choice of assignment. Signing must be completed by midnight of the Thursday before it goes into effect.

c) Coach Operators shall sign for their choice of assignment at the first opportunity after the **list** is posted. Operators failing to sign within a reasonable **period** of time may be requested to sign **by** an official of the Commission. Operators failing to sign within one hour of such a request shall **be** assigned to the Spare Board.

d) An assignment for which no employee has been signed up will **be** filled by the junior Coach Operator.

e) A Coach Operator who resumes duty subsequent to authorized leave of absence and who **does** not hold a regular assignment will **be** assigned to the **Spare Board** pending the next choice of assignments.

f) All vacancies between choices of assignment will **be** filled by an employee assigned to the **Spare Board**.

g) A Coach Operator who signs for or is assigned to a regular assignment, must remain on such assignment **until** the next choice of assignments takes place, unless otherwise mutually agreed upon between the Manager of Transit and the Union representatives of the employee, or unless a Coach Operator is assigned to the position of Relief Inspector.

h) Coach Operators will complete their assignments **as** they *appear* in the assignment **book**; **both** as to route and as to the time allowed, unless they have proper authorization to **do** otherwise.

9.2.3

Coach Operators will carry out the duties laid down under Reporting **Duties** in the Transit Commission **Rules** when required **and will** be compensated therefore **as** follows:

Coach Operators will **be** allowed 15 minutes at straight time rates if service **is** required once or twice through each 24 hour period commencing at 4:00 a.m. Operators required to provide a third service will **be** allowed an additional 15 minutes pay at straight time rates. Report

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.3 (continued)

time shall not exceed 30 minutes during any 24 hour period commencing at 4:00 a.m. and to qualify for report time, an Operator must be on duty for a total of ~~three~~ hours or more during this period.

9.2.4 Coach Operators must report 10 minutes ahead of assignment starting time. Failure to do so may result in loss of their assignment **and** associated report time.

9.2.5 Coach Operators will be paid one and one-quarter times their straight time rate for scheduled work on Sundays.

9.2.6 Coach Operators must have eight hours off **between** the finish of any assignment and the start of the next day's assignment.

9.2.7 Coach Operators who work four hours or more overtime in addition to their day's work will be paid an \$8.00 meal allowance.

9.2.8 *All* Coach Operators picking assignments that require Saturday and/or Sunday **work** shall be allowed to pick their Saturday and Sunday work separately from the main assignment. Coach Operators whose assignment includes a Sunday run, must pick their Saturday work to allow eight hours off **duty** before the *start* of the Sunday run.

9.3.0 COACH OPERATORS ON REGULAR ASSIGNMENTS

9.3.1 Coach Operators on regular assignments shall **be** paid a minimum of eight hours for each day's assignment. The number of hours in an assignment shall be computed from the time of first reporting for duty until completion of the assignment, exclusive of lunch **periods**, and off time **periods** in excess of 20 minutes between tours of duty.

9.3.2 **An** extension **period** at straight time rates beyond the normal eight hour work day is agreed upon for the purpose of establishing more satisfactory lengths of assignments. Overtime rates will commence at the end of a regular assignment **or** after eight hours and fifteen minutes of working time, whichever is the shorter **period**.

9.3.3 The "work week" for Coach Operators on regular assignments shall mean a **period** of five days, exclusive of rest days, beginning on the first day on which the assignment goes into effect. The work week shall consist of 40 hours exclusive of extension **periods**, and time worked in excess of this shall be paid for at overtime rates.

9.3.4 a) Coach Operators on regular assignments called for work before or after but not continuous with their regular assigned hours, shall be allowed a minimum of two hours at overtime rates for which two hours service may be required. If held in excess of two hours, compensation will be allowed on the minute basis at overtime rates, **except** in the case of unscheduled overtime which will be computed to the next even 10 minute period. However, employees

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.3.4 a) (continued)

may **be** compensated as if on continuous duty if conditions justify. This clause does not apply to employees who are stopped before leaving home, except when the employee is called prior to 8:00 a.m.

b) Coach Operators on regular assignments who work overtime shall be paid at double the normal rate for that portion of such overtime which is more than 14 hours in each 24 hour **period** commencing at 4:00 a.m.

9.3.5 Coach Operators on regular assignments finishing after 12:00 Midnight, except on Sundays and Holidays, shall be relieved for meals for one-half hour without reduction in pay. When full regular hourly service is implemented on Sundays and Holidays, the exception for these days **will** no longer apply,

9.3.6 Management shall designate the hours of assignment.

9.3.7 Rest days shall **be** consecutive **as far as** possible, consistent with the establishment of regular relief assignments. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest **days** are assigned, it shall be incumbent upon Management to show that such departure is necessary **to** meet operation requirements.

9.3.8 Coach Operators on regular assignments who wish to perform extra work should signify this and they will **be** called in **accordance** with the rotating roster for overtime work. When insufficient Coach Operators have **been** obtained using the rotating roster for overtime work, the work will **be** covered in **accordance with** the following procedure:

1. The master Seniority List will **be used** in selecting the **junior** employee when it is necessary to have a Coach Operator work **an** overtime assignment when he/she does not wish to **do** so.
2. **step 1:**
When it is determined by Operations personnel that none of the available Coach Operators wish to take the assignment, then the junior Coach Operator who is working that day and whose assignment will allow him/her to **do** the extra work, will **be asked** to take the assignment. **If** he/she has a good reason for not being able to work or cannot **be** reached by phone, then the next senior employee will be contacted.
3. **step 2:**
If none of the drivers working that day are available to **do** the overtime, then procedure similar to **Step 1** will **be** followed, **starting** with the junior employee on his/her off **duty** day.
4. Overtime work already allocated may be changed by Operations personnel provided the change is acceptable to the employee or employees involved in the change.
5. A Union representative will be advised of any emergencies.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.3.9 Runs that require travelling between starting and finish locations shall provide a least 30 minutes clear time for a lunch **period**, in addition to the travelling time.

9.3.10 Coach Operators who miss their assignments, shall be placed on the Spare Board for that day.

9.4.0 COACH OPERATORS ON SPARE BOARD ASSIGNMENTS

9.4.1 Coach Operators on Spare Board assignments shall **be** paid for the actual time on duty computed from the time the assignment commences until the assignment ends with a minimum of two hours for each tour of duty and no less **than** eight hours per day, plus report time, as in Article 9.2.3 a), The work week for Spare Board Operators shall be five days a week Operators shall be paid a straight time rates for the first eight hours of compensated service in each 24 hour **period** commencing **at** 4:00 a.m. and overtime rates thereafter.

9.4.2 Clauses 9.3.1, 9.3.2 and 9.3.4 a) and b) shall apply to Coach Operators on Spare Board duty who are filling a regular assignment.

9.4.3 Assignment sheets of Spare Board work shall **be** posted at the Operations office not later than 2:00 p.m. each day for the following day, except that Monday's assignment sheet shall be **posted** not later than 4:00 p.m. on Friday. Management shall designate **and** assign the hours of work, due regard being taken to keep the spread time as low as possible and the hours of work **as** evenly distributed among Spare **Board** Operators **as** is reasonable in each pay **period**. Employees whose names appear thereon must **personally** sign for such work before **midnight** on that day, except that employees whose day's work is completed uptown, on their rest days, vacation, sick leave or leave of absence, may telephone the Operations office between the hours of 2:00 p.m. and 5:00 p.m. to obtain their assignment for the following day.

Employees who are on **duty** until after midnight must **sign** before going home after **the** completion **of** their day's work.

9.4.4 Off days shall be assigned by Management. Where practical, off days shall be assigned as a consecutive **pair**. If a Coach Operator transfers to Spare Board during a Pick of Runs, Spare Board regulations regarding off days shall apply. **Off** days will be posted at the beginning of a Pick of Runs for the duration of the pick for all Operators. In any event, no grievance shall be submitted in connection with the assigning of off days.

9.4.5 An employee failing to appear for his/her original assignment will be assigned to Spare Board, shall have the eight hour **guarantee** cancelled and shall **be** paid only for time worked.

9.4.6 a) The Commission will be pay **an** \$8.00 meal allowance to a Spare Board Coach Operator when he/she while at work, is assigned to **an** emergency replacement run with less than one hour off duty before he/she commences the new work assignment. A one-half hour lunch **period**, clear of travelling time between starting and finishing locations, will be provided without **pay**.

ARTICLE 9 HOURS OF WORK AND OVERTIME REGULATIONS

9.4.6 b) Any Spare Board Coach Operator not on stand-in called out before 7:00 a.m. to cover a regular run for the day, will ~~be~~ paid an \$8.00 meal allowance.

9.4.7 Spread time for the purpose of this agreement means the period of time between the commencement of the first work performed after 4:00 a.m. and the time of the termination of the last assignment in the 24 hour ~~period~~. Spare Board Coach Operators will be paid at the rate of double time for all work performed after a spread time of 12 hours.

9.4.8 If an Operator on Spare Board has completed eight hours on an assigned crew, he/she will not ~~be~~ assigned overtime. Overtime will be assigned to the Rotating Overtime List. However, an Operator on Spare Board who is on stand-in or who has operated a piece of work of up to three hours duration, may still be assigned to a regular crew.

9.4.9 A Spare Board Coach Operator can work up to a maximum of five and one-half consecutive hours before being allowed a minimum meal ~~period~~ of one-half hour duration, except that when he/she is ~~assigned~~ to a regular assignment, he/she will ~~take~~ the scheduled meal period. The meal ~~period~~ will not be paid for.

9.4.10 Relief Inspectors may be assigned to cover for regular Inspectors under the following guidelines, without reference to Article 9.2.2 a) or b):

1. due to sudden illness;
2. due to unscheduled vacation or lieu day requests;
3. due to special work assignments.

9.5.0 CLERKS

9.5.1 Except ~~as~~ otherwise agreed upon ~~between~~ the Management and the Union's representative, eight consecutive hours of service exclusive of the meal ~~period~~, shall constitute a day's work. Time worked in excess of regularly assigned hours on any day shall be paid for at overtime rates, computed to the next even 10 minute ~~period~~.

9.5.2 The hours of work for the Clerks ~~will be~~ from 8:00 a.m. to 5:00 p.m., Monday to Friday, with a one hour lunch break, for a total of 40 working hours.

Management shall designate the hours of shifts after discussion with the bargaining committee.

9.5.3 Overtime shall be covered on the basis of accumulated hours. The master Seniority List will be used in selecting the junior employee when it is necessary to have a Clerk work an overtime assignment when he/she ~~does~~ not wish to do so.

9.5.4 Clerks who work four hours or more overtime in addition to their day's work, will be paid an \$8.00 meal allowance.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.5.5** A Clerk who, due to sudden illness or for other reasons, is unable to report for work at the scheduled time shall notify his/her supervisor 30 minutes in advance. If absent for two consecutive working days without notice being given, the employee shall be considered to have left the service of the Commission. Reinstatement shall be dependent upon a satisfactory explanation being given to the Manager of Transit.
- 9.5.6** Clerks will pick vacation according to seniority. Three weeks may be taken in prime time, which is from the end of June until Labour Day. Any remaining vacation may be taken within prime time provided it is available, otherwise the rest of the vacation must be taken outside of prime time. **Only** one Clerk may be on vacation at any given time.
- 9.5.7** Rest days shall be consecutive **as far as possible**, consistent with the establishment of regular shifts. Preference shall be given to Saturday and Sunday **and** then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall **be** incumbent on Management to show that such departure is **necessary** to meet operation requirements.
- 9.5.8** Clerks shall be entitled to two rest **periods** during an eight hour shift of not more than 15 minutes duration each. The time the rest **periods** are taken shall be at the discretion of the person in charge.
- 9.6.0** **INSPECTORS**
- 9.6.1** The “**work week**” for Inspectors shall consist of Eve days of eight hours each to give a total of 40 working hours. Time worked in excess of regularly assigned hours on any day shall **be paid for** at overtime rates, computed to the next even 10 minute **period**.
- Management will designate the hours of shifts.
- 9.6.2** Inspectors rotating **shift** schedules are posted in the Operations office. Inspectors will sign for the shift of their choice in seniority order.
- The Inspectors will **be** allowed ten working days excluding Saturdays, Sundays and Statutory Holidays to sign for the shift of their choice in seniority order. This time period may **be reduced** provided the employees are personally contacted and allowed adequate time to make their choice of shifts.
- The Inspector on Shift #3 may be reassigned on 12 hours’ notice.
- There will be a shift schedule pick for Inspectors every two months, excluding July **and** August.
- 9.6.3** Overtime is covered in accordance **with** the rotating roster for overtime work. The master Seniority List is used in selecting the junior employee when it is necessary to have an Inspector work an overtime assignment when he/she **does** not wish to do so.
- 9.6.4** Overtime rates shall be one and one-half times the straight time rates.

ARTICLE 9 HOURS OF WORK AND OVERTIME REGULATIONS

- 9.6.5 **An** Inspector who reports for work on his/her off duty day will be **paid** a minimum, the equivalent of four hours pay at straight time rates, for the first and second call-in.
- 9.6.6 Inspectors called in for overtime, will be allowed a minimum of two hours of overtime rates for which two hours' service may be required.
- 9.6.7 **An** Inspector who, due to sudden illness or for other reasons, is unable to report for work at the scheduled time shall notify his/her supervisor 30 minutes in advance. If absent for two consecutive working days without notice being given, the employee shall be considered to have left the service of the Commission. Reinstatement shall be dependent upon a satisfactory explanation being given to the Manager of Transit.
- 9.6.8 **Inspectors** will pick vacation according to seniority. ~~Three~~ weeks may be taken in prime time, which is from the end of June until Labour Day. Any remaining vacation may be taken within prime time provided it is available, otherwise the rest of the vacation must be taken outside of prime time. Two Inspectors may **be** on vacation during prime time.
- 9.6.9 Rest days shall **be** consecutive **as far as** possible, consistent with the establishment of regular **shifts**. Preference shall **be** given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall **be** incumbent on Management to show that such departure is necessary to meet operation requirements.
- 9.6.10 **Inspectors** shall **be** entitled to two rest **periods** during an eight hour shift of not more than 15 minutes duration each. ~~The~~ time the rest **periods** are taken shall **be** at the discretion of the person in charge.
- 9.6.11 When the Commission **requires** an employee to obtain a driver's licence reclassification; or when the **Ministry** of Transportation, Ontario requires an employee to take a test and/or medical or renewal of his/her licence, the Commission will pay for the cost of the medical **and** any driver **test**. **If** it is necessary for the employee to take time off from work for this purpose, the time lost will **be** paid at straight time rates; or **if** it is necessary for the employee to take the above noted test and/or medical on his/her off **duty** hours, then he/she will receive two hours pay at straight time rates.
- All **tests** for renewal of an Inspector's driver's licence will **be** taken at the Transit Commission. **If** an Inspector elects to take this test at the Ministry of Transportation, Ontario it will **be** at his/her own expense.
- 9.6.12 The following regulations shall apply to standby **duty**:
- a) All eligible employees shall take their ~~turn~~ on standby duty. An employee shall be exempt from standby duty only with the Supervisor of Operation's approval.
 - b) Employees designated for standby duty shall be available for contact by Maintenance personnel on duty. This will be accomplished by standby employees informing Maintenance personnel of contact either by telephone, radio or pager.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.6.12 (continued)

- c) Employees on standby duty may exchange their duty with other qualified employees, provided they notify their supervisor and that the arrangement is satisfactory to all concerned.
- d) The tour of duty will be assigned in conjunction with the Inspectors' Shift#3.

Management will designate the hours of standby duty.

9.7.0 GARAGE EMPLOYEES

9.7.1 Except **as** otherwise agreed upon **between** the Management and the Union's representative, eight consecutive hours of service exclusive of the meal period, shall constitute a day's work. Time worked in excess of regularly assigned hours on any day shall be paid for at overtime rates, computed to the next even 10 minute period.

9.7.2 The work week for Garage employees shall consist of five days of eight hours each to give a total of 40 working hours. Time worked in excess of this will **be** paid for at overtime rates. **A** Lead Hand will **be** paid overtime at the Lead Hand rate. **An** employee working overtime does not automatically become the Lead Hand if he/she is the most senior employee on that shift.

9.7.3 Garage employees will **be** called in for overtime on the basis of accumulated hours, except that when an employee is to be called in early in the morning, the call-in will be assigned to the Garage employee starting at 7:00 a.m. Employees will be allowed a minimum of two hours of overtime rates for which two hours service may be required. **If** held in excess of two hours, compensation will be allowed on the minute basis at overtime rates, except in the case of unscheduled overtime which will **be** computed to the next even 10 minute period. However, employees may be compensated **as** if on continuous duty if conditions justify. **This** clause does not apply to employees stopped before leaving home. (See also Article 9.1.1)

9.7.4 Garage shift schedules will be posted for the various classifications. When a permanent change occurs, or if an employee is unable to work for a period of 30 days or more, a new schedule commencing at the end of a pay period will **be** posted for that classification, and the employees will be allowed ten calendar days excluding Saturdays, Sundays and Statutory Holidays to sign for the shift of their choice in seniority order. This time period may be reduced provided the employees are personally contacted **and** allowed adequate time to make their choice of shifts. The junior Serviceperson available may **be** reassigned on 24 hours' notice. There will be a shift schedule pick for Servicepersons every two months excluding July and August.

9.7.5 Stockroom

1. The hours of work for the Stockkeeper and Storeperson will be from 8:00 a.m. to 5:00 p.m., Monday to Friday, with a one hour lunch break, for a total of 40 working hours.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.7.5 (continued)

2. Stockroom staff shall be entitled to two rest ~~periods~~ during an eight hour shift of not more than 15 minutes duration each. The time the rest periods are taken shall be at the discretion of the person in charge.
3. Management reserves the right to change or modify these shifts at its discretion after discussion with the bargaining committee.
4. Stockroom staff will ~~be~~ entitled to a training rate of 25¢ per hour for a total of 80 hours while training a new employee.

9.7.6 Employees shall not be required ~~by~~ the Commission to forfeit any part of their normal working hours in order to work an overtime period.

9.7.7 Rest days shall be consecutive ~~as far as possible~~ consistent with the establishment of regular ~~shifts~~. Preference shall ~~be~~ given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall ~~be~~ incumbent upon Management to show that such departure is necessary to meet operation requirements.

9.7.8 The Commission will pay \$4.50 ~~for~~ the breakfast of an employee who is called in to work before 7:00 a.m. The meal recess, which shall not normally ~~exceed~~ one-half hour, shall be paid for.

9.7.9 Garage employees ~~will be~~ paid one and one-half times their straight time rate for scheduled work on Sunday.

9.7.10 Garage employees who work four hours or more overtime in addition to their day's work, will be paid ~~an~~ \$8.00 ~~meal~~ allowance.

9.7.11 When the Commission requires ~~an~~ employee to obtain a driver's licence reclassification; or when the Ministry of Transportation, Ontario requires an employee to take a test ~~and/or~~ medical for renewal of his/her licence, the Commission will pay for the cost of the medical ~~and~~ any driver test. If it is necessary for the employee to take time off from work for this purpose, the time lost will ~~be~~ paid at straight time rates; or if it is necessary for the employee to take the above noted test ~~and/or~~ medical on his/her off duty hours, then he/she will receive *two* hours pay at straight time rates.

All tests for renewal of an employee's driver's licence reclassification will be taken at the Transit Commission. If a Garage employee elects to take this test at the Ministry of Transportation, Ontario, it will be at his/her own expense.

9.7.12 The Commission will allow a five minute period for wash-up prior to lunch ~~and~~ quitting time for Garage staff.

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HOURS OF WORK AND OVERTIME REGULATIONS

9.7.13 Garage staff shall be entitled to two rest periods during an eight hour shift of not more than 15 minutes duration each. The time the rest periods are taken shall be at the discretion of the person in charge.

9.7.14 Garage staff should have eight hours off between the finish of one shift and the start of the next shift. Any exception to this will be mutually agreed to between the parties involved.

9.7.15 The master seniority list will be used to select the junior available employee when it is **necessary** to have an employee's shift covered by overtime, when others do not wish to work the overtime or when other employees cannot be contacted to cover the minimum staffing levels on a shift.

9.8.0 SKILLED TRADES

PREAMBLE

1. The purpose of this article is to define classifications, seniority provisions and all other matters dealing with the Skilled Trades **work** classifications covered by this agreement.
2. The provisions of the general agreement shall apply to employees in the Skilled Trades classifications except as altered by the provisions of this article.
3. The Skilled Trades covered by this article **constitute** those trades for which a valid Province of Ontario Certificate, pertaining to those trades must be held.

JOURNEYPERSON

Journeyman in any of the designated Skilled Trades shall mean any person who:

has served a bona fide apprenticeship (four years -- 8000 hours) and possesses proof of such an apprenticeship service. The onus is on the employee to provide verification of such hours served and **be** substantiated with a Province of Ontario trade certificate. This is a must.

GENERAL

Copies of documentation and papers for all new tradespersons will be presented to the Skilled Trades representative prior to the employee being **hired**.

The Commission agrees to co-operate with its employees to enable them to make application for the issuance of **CAW** Journeyman qualification card.

The Commission agrees to deduct dues for the Canadian Region Skilled Trades Council from the Skilled Trades employees, upon receipt of their individual authorization cards signed by such employees at time of hire, First deduction to be made from the employees from the first

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.0 (continued)

pay received after completion of the probation **period**. Future deductions to **be** made in January of succeeding years.

Where the Commission acquires new equipment, the maintenance and operation which is to be done by Skilled Trades employees, the Commission wherever practicable will endeavour to assist the Skilled Trades employees with necessary specifically related training, provided that the trades involved have the qualifications to receive this training.

SKILLED TRADES CLASSIFICATIONS

- A) Lead Hand Mechanic
- B) Mechanic A, Diesel Endorsed
- C) Mechanic A
- D) Body Person

All other articles in the Collective Agreement pertain to the Skilled Trades unless stated otherwise in this Collective Agreement.

- 9.8.1** Except as otherwise agreed upon between Management **and** the Union, eight hours of service exclusive of the meal **period**, shall **constitute** a day's work. Time worked in excess of regularly assigned hours on any day shall **be** paid for at overtime rates, computed to the next even 10 minute **period**.
- 9.8.2** The "work **week**" for **Skilled** Trades employees shall consist of five **days** of eight hours each to give a total of 40 working hours, Time **worked** in excess of this will **be** paid for at overtime rates. A Lead Hand will **be paid** overtime at the Lead **Hand** rate.
- 9.8.3** Skilled Trades employees will **be** called in for overtime on the basis of accumulated hours, except that when an employee is called in early in the morning, the call-in will be assigned to the employee starting at 7:00 a.m. Employees will be allowed a minimum of two hours of overtime rates for which two hours service may be required. If held in excess of two hours, compensation will be allowed on the minute basis at overtime rates, except in the case of unscheduled overtime which will be computed to the next even 10 minute **period**. However, employees may **be** compensated as **if** on continuous **duty** if conditions *justify*. This clause does not apply to employees stopped before leaving home, except when an employee is called prior to 8:00 a.m. (See also Article 9.1.1)
- 9.8.4** Garage shift schedules will be posted for the various Skilled Trades classifications. When a permanent change occurs, a new schedule commencing at the end of the pay period will **be** posted **for** that classification, **and** the employees will **be** allowed ten calendar days to sign for the shift of their choice in seniority order. This time **period** may be reduced provided the

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.4 (continued)

employees are personally contacted and allowed adequate time to make their choice of shifts. The junior person in that classification may be reassigned to cover a shift for emergency reasons, provided 24 hours notice is given.

9.8.5 Body Persons

1. The hours of work for the Body Persons will be from 8:00 a.m. to 5:00 p.m., Monday to Friday with a one hour lunch break, for a total of 40 working hours.
2. The Body Persons shall **be** entitled to two rest **periods** during an eight hour shift of not more than 15 minutes duration each. The time the rest periods are taken shall **be** at the discretion of the person in charge.
3. Management reserves the right to change or **modify** these shifts at its discretion after discussion with the bargaining committee.

9.8.6 Employees shall not be **required** by the Commission to forfeit any part of their normal working hours in order to work an overtime period.

9.8.7 Rest days shall **be** consecutive as far as possible consistent with the establishment of regular relief assignments. Preference shall **be** given to Saturday **and** Sunday **and** then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall **be** incumbent upon Management to show that such departure is necessary to meet operation requirements.

9.8.8 The Commission will pay \$4.50 for the breakfast of an employee who is called in to work before 7:00 a.m. The **meal** recess, which shall not normally exceed one-half hour, shall be paid for.

9.8.9 **Skilled** Trades employees will **be** paid one and one-half times their straight time rate for scheduled time on Sunday.

9.8.10 **Skilled** Trades employees who work four hours or more overtime in addition to their day's work will **be** paid **an** \$8.00 meal allowance.

9.8.11 Management will endeavour to allow **Skilled** Trades employees to start their shift (evening) early on Christmas Eve and New Year's Eve where operating schedules permit.

9.8.12 When a **Skilled** Trades employee is forced to work on a Holiday, all names above that employee's name on the holiday list will move to the bottom of the holiday list prior to *the* next holiday pick.

ARTICLE 9 HOURS OF WORK AND OVERTIME REGULATIONS

9.8.13 The Commission will allow a five minute ~~period~~ for wash-up prior to lunch and quitting time.

9.8.14 Skilled Trades shall be entitled to two rest periods during an eight hour shift of not more ~~than~~ 15 minutes duration each. The time the rest periods are taken shall be at the discretion of the person in charge.

ARTICLE 10 VACATION

10.1.0 Vacation will be picked by January 1. All Maintenance employees will pick their vacation by March 1.

10.1.1 Employees with less ~~than~~ one year of service will ~~be~~ entitled to one day of vacation per month of service up to and including 10 months in according with 10.1.4.

Regular employees after one year of continuous service in accordance with 10.1.6 shall be entitled to annual vacation of 10 days. Thereafter, their annual vacation entitlement shall increase as follows, in the calendar year in which they complete:

- 3 years service, to 15 days
- 9 years service, to 20 days
- 16 years service, to 25 days
- 24 years service, to 30 days

All vacation shall be taken in the calendar year of entitlement except where an employee with unused vacation entitlement is absent from work at the end of the year because of disability and is in receipt of Sick Leave pay or Workers' Compensation **Board** temporary total disability benefits. An employee on Sick Leave has the option of substituting vacation pay for Sick Leave pay in order to use up the vacation entitlement in the appropriate calendar year **and** thereby saving the Sick Leave credits.

Except in special circumstances and with the Transit Manager's approval, vacation entitlement exceeding three weeks shall not ~~be~~ taken consecutively with the first three weeks. It shall ~~be~~ taken at a time most suitable to the Commission's operations.

10.1.2 Employees shall not split up their vacation into periods of less than one full week, except that the following classifications may take one week of vacation ~~as~~ individual days at times approved by the respective Supervisor: Skilled Trades employees, Stockkeeper, Storeperson, Serviceperson/Tireperson, Servicepersons, Cleaners, Inspectors, Clerks and Transit Secretary. A Relief Inspector may be assigned to cover the single days' vacation of the Clerks.

When a paid holiday or holidays fall in an employee's scheduled week of vacation, only the number of days taken off in addition to the holiday(s) shall be charged against the employee's vacation credits. When ~~an~~ employee takes a week of vacation which includes a paid holiday

ARTICLE 10 VACATION

10.1.2 (continued)

or holidays, the unused day(s) of vacation may be taken as single day(s) **and** deferred to a date not later than one year from the occurrence.

10.1.3 Hourly rated employees will be compensated on the basis of eight hours for their job classifications, except for employees who have been assigned to higher paid occupations for more than 86 working days during the vacation accrual period. Vacation pay for these employees will be prorated accordingly.

10.1.4 A week of vacation shall consist of not more ~~than~~ five regular working days, along with any normal off ~~duty~~ days. Employees on shift work in the Garage will have their vacation scheduled to commence at the beginning of the pay period.

10.1.5 Vacation accrual periods shall be from January 1 to December 31. Employees taken on the staff between ~~these~~ dates will be entitled to a vacation in accordance ~~with~~ 10.1.1 at the starting date of the next accrual ~~period~~. For each day of vacation entitlement, employees leaving the staff will be allowed 4% of their total wages *earned* from the completion date of the last accrual period to the time of leaving.

10.1.6 Employees will pick vacation according to seniority. ~~Three~~ weeks may be taken in prime time, which is from the end of June until Labour Day. Any remaining vacation may be taken within prime time provided it is available, otherwise the ~~rest~~ of the vacation must ~~be~~ taken outside of prime time.

ARTICLE 11 HOLIDAYS

11.1.1 The following days shall be recognized as paid holidays:

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

The employee's birthday holiday may ~~be~~ used as a floater. To be entitled to the birthday holiday, an employee must be a Commission employee for at least six months prior to his/her birthday.

In addition, employees will be allowed two floating holidays ~~per~~ year, to be taken at a time approved by Management.

To be entitled to the first floating holiday, a probationary employee or an employee leaving the employment of the Commission must be a Commission employee on Easter Monday;

ARTICLE 11 HOLIDAYS

11.1.1 (continued)

and to **be** entitled to the second floating holiday, the probationary employee or an employee leaving the employment of the Commission, must be a Commission employee on Remembrance Day. Where practicable, the floating holidays may be taken during the Easter or Christmas school vacation, or consecutive with an employee's annual vacation or other off-duty days.

If and when the Federal government declares Heritage Day **as** a Statutory Holiday, this day will be granted as a **paid** holiday.

11.1.2 To qualify for payment for the holidays listed in 11.1.1, employees must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday.

Employees who are absent from work on either or both of these days, but are in receipt of basic wages **from** the Commission, **and** employees who are absent from work on either, but not **both** of these days and are in receipt of Workers' Compensation Board benefits **for** that day, shall be entitled to the holiday pay.

Employees who are not in receipt of wages and are absent from work on either **or** both of these days due to circumstances considered by Management to **be** beyond their control, shall **be** entitled to the holiday pay.

11.1.3 Hourly rated employees will **be** Compensated on the basis of eight hours for each holiday **listed** in 11.1.1 at the straight time rates for their job classification. Higher rates for temporary assignments and/or shift differentials will not apply.

11.1.4 Employees may be **permitted** to have a qualified replacement work for them either their working day before or their working day after the holiday, in order that they may have an extended period off, provided a change slip is received **24** hours **in** advance.

11.1.5 Employees required to work on the above named holidays will **be** paid at one and one-half times the straight time rate for all time worked. **A** minimum of four hours pay at straight time rates shall apply.

11.1.6 Necessary service on holidays will be staffed **in** accordance with a rotating list. Each name will revert to the bottom of the list after **the** employee indicates that

- a) he/she does not wish to **work**; or
- b) after receiving a minimum of four hours work Employees eligible for holiday duty include those on assigned rest days.

ARTICLE 11 HOLIDAYS

11.1.7 In the event no employee signs for work on a holiday, such work must be protected by junior employees in the various classifications required, commencing at the bottom of the master Seniority List.

11.1.8 **An** employee scheduled to work a holiday for which he/she would be entitled to receive holiday pay under 11.1.1 and 11.1.2 shall not **be** allowed such pay if he/she fails to report for duty on such holiday without proper authorization.

11.1.9 Work performed on an assignment commencing at any time after Midnight on the holidays specified above, shall be considered as work performed on a holiday.

ARTICLE 12 ABSENCE FROM DUTY

12.1.0 BEREAVEMENT

12.1.1 When death occurs in an employee's immediate family as defined below, the employee on request, will **be** excused for three normally scheduled working days of his/her choice at the time of the funeral, provided the employee attends the funeral.

The immediate family for the purpose of this paragraph is defined as including:
Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister.

To include spousal equivalent pursuant to the Ontario Human Rights Act.

12.1.2 If due to distance the employee is unable to attend the funeral of:
Parents, Children, Sister or Brother,
the employees shall **be** allowed off work the day of the funeral without loss of pay.

12.1.3 In the event of the death of:
Grandmother, Grandfather, Grandchild, Sister-in-law or Brother-in-law,
of an employee on the permanent staff, the employee shall be allowed one day off work without loss of pay to attend the funeral.

12.1.4 Upon request, an employee will be granted one day personal time off to act as a pallbearer at the funeral **of** an employee or a retired employee of Oshawa Transit.

12.2.0 COURT APPEARANCES

12.2.1 a) Employees who lose time by reason of being required to attend Court, Coroner's inquest or to appear as witnesses, in cases in which the Commission is involved, will be paid for time so lost. If no time is lost, they will **be** paid for the actual time held with a minimum of two hours. Necessary actual expenses while away from the Commission's premises will be allowed. Any fee or mileage accruing shall be assigned to the Commission.

ARTICLE 12 ABSENCE FROM DUTY

12.2.1 b) Employees who lose time by reason of being required to attend Court, Coroner's inquest, or to appear as witnesses, in cases in which the Commission is not involved, but in which the employee's involvement arises out of the **performance** of his/her job, will be **paid** for time so lost. Any fees accruing for the time paid for by the Commission shall be assigned to the Commission.

12.3.0 JURY DUTY

12.3.1 If an employee has to report for jury duty when he/she would normally be working, the Commission will make up the difference between the daily jury fee paid by the Court and the amount the employee would have normally earned, up to a maximum of eight hours pay per day, exclusive of shift premium or overtime.

When dismissed early from **jury** duty, employees must report back to work. Employees called for **jury** duty must notify their Supervisor of the call as soon **as** possible and must furnish satisfactory evidence that he/she **performed** jury duty.

12.4.0 MATERNITY LEAVE/PARENTAL LEAVE

12.4.1 The Commission agrees to comply **with** the minimum requirements of the Employment **Standards** Act relative to maternity and parental leave.

An employee may begin pregnancy leave no earlier **than** 17 weeks before the expected birth **date**.

The employee must give the employer:

- a) at least two **weeks'** written notice of the date the leave is to begin; and
- b) a certificate from a legally qualified medical practitioner stating the expected birth date.

The pregnancy leave of an employee who is entitled to take parental leave ends 17 weeks after the pregnancy leave began.

The employee must give the employer **at** least four weeks' written notice of that date.

12.4.2 Parental leave may **begin** no **more** than 35 weeks after the day the child is **born** or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who **takes** a pregnancy leave must begin when the pregnancy leave ends unless the child **has** not yet come into the custody, care **and** control of a parent for the first time.

The employee must give the employer at least two weeks' written notice of the date the leave is to begin.

ARTICLE 12 ABSENCE FROM DUTY

12.4.2 (continued)

Parental leave ends 18 weeks after it began or on an earlier day if the employee gives the employer at least four weeks' written notice of that day.

2.4.3 During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan that is related to his/her employment, unless he/she elects in writing not to do so.

2.4.4 Seniority continues to a c m e during pregnancy leave or parental leave.

2.5.0 LICENCE SUSPENSION

2.5.1 Upon written request by an employee who requires a valid driver's licence in the performance of his/her job, having five or more years of continuous service at the time of such request, the Commission agrees to grant a leave of absence for up to one year without break in seniority or loss of job classification when the employee's driver's licence has been suspended, provided no such prior leave has been granted during his/her employment with the Commission.

12.5.2 Where an employee is granted a Leave of Absence in accordance with 12.5.1 above, such leave shall **be** without payment of wages **and** benefits provided by the Collective Agreement.

12.6.0 UNION EDUCATION

12.6.1 A Leave of Absence without pay for Union Education purposes will be granted to two employees for a maximum of four weeks each. The notice of such Leave of Absence must be in the form of writing at least two weeks prior to the requested leave.

12.6.2 The Commission shall contribute on the basis of 3¢/hour per employee, for a normal work week, on a quarterly basis towards Union Education Leave.

12.7.0 PUBLIC OFFICE LEAVE

12.7.1 The Commission will allow an employee, at any given time, a Leave of Absence to hold public office without payment of wages or benefits. The employee will not lose seniority, continue to accrue service and when the Leave is over, **be** reinstated to his/her former job at the current rate of pay, provided he/she is able to do the job. The employee must pay the full cost of his/her pension premiums at the end of each calendar year.

12.8.0 GENERAL

12.8.1 Where an employee is granted time off for personal reasons other than bereavement (as in 12.1.1, 2 and 3), sickness or vacation, and where his/her position must be filled during his/her absence, the employee is expected to arrange for a qualified replacement who will not be paid more **than** the absent employee. In an emergency situation where time does not permit the employee to arrange for a qualified replacement, Management shall assume the responsibility for finding a replacement.

ARTICLE 12 ABSENCE FROM DUTY

12.8.2 Up to two employees shall be allowed time off without pay to attend the Cenotaph Service on Remembrance Day.

ARTICLE 13 HEALTH AND WELFARE BENEFITS

13.1.0 The Commission agrees to the following Sick Leave Plan:

- 13.1.1** a) Sick leave credits will accumulate at the rate of one and one-half days per month.
- b) Sick leave credits to date will be calculated from length of service with the Commission at the rate of one and one-half days per month. All days absent due to sickness will be deducted from ~~this~~ total.
- c) Hourly rated employees will be compensated on the basis of eight hours for each day of sick leave taken, at the straight time rates for their job classifications,

Higher rates for temporary assignments and/or shift differentials will not apply.

d) On termination of employment due to retirement, death, resignation or permanent layoff, after five years of service, ~~an~~ employee on the regular staff prior to August 1, 1979, or his/her estate will receive 50% of the unused sick leave credits calculated at the wage rate in effect at the time, up to a maximum of six months' pay, less past service payment for the pension plan in accordance with Article 17.1.2, where the employee elects to make ~~past~~ service payment from his/her sick leave vesting.

e) Sick leave pay is for bona fide employee disability because of illness or non-occupational injury, except that, where ~~an~~ employee obtains approval in advance from Management and schedules appointments to keep the time away from work to a minimum, time lost for treatment or tests prescribed by a doctor, and time lost for routine dental or medical appointments will be paid for from the employee's sick leave credits. Management may request a doctor's certificate at any time to be completed by the doctor for any time an employee is off on sick leave.

- 13.1.2** a) While an employee is receiving Workers' Compensation, the Commission will augment Compensation payments from the employee's sick leave credits up to a maximum of 10% of the employee's basic wage rate at the time the employee goes on Compensation, but in no case shall the combined payments exceed the employee's basic wage with income ~~tax~~ deducted, less the equivalent of \$7.50 per week. Such payments by the Commission shall not ~~be~~ applicable in conjunction with Compensation payments in the case of the death of the employee, permanent disability payment or lump sum settlements; or in the event the employee returns to work in any capacity with the Commission or elsewhere. In order to ~~qualify~~ for the Commission's payments, it is the employee's responsibility to keep the Commission informed of the nature of the compensation payments and any changes therein.

The Workers' Compensation Board supplement will be eliminated when the employee is already receiving 100% of his/her net pay from the Board.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1.2 b) In order to compensate for the delay in payments to employees from the Workers' Compensation Board, employees applying to the Board for benefits will be eligible for weekly pay advances, to a maximum of six weeks of advances, beginning with the first full week of time missed.

The following stipulations will apply to advances given:

1. The employee must have sick leave credits to cover the advance.
2. Advances will be processed on a weekly basis and will not exceed eligible WCB benefits.
3. The employee must sign a waiver indicating that repayment of the advances will begin immediately upon receipt of WCB benefits.
4. If the WCB claim is not approved, sick leave credits will be charged against the advances until they are repaid in full.

13.1.3 It is understood **and** agreed that additional benefits granted by the Commission in settlement of negotiations for renewal of the current Agreement satisfied the rebate requirements outlined in the Unemployment Insurance Act, 1971, Section 64(4) **and** the Ontario Hospital Insurance Commission Act.

13.2.0 HEALTH BENEFITS

13.2.1 The Commission will pay 100% of medical and hospital premiums for the following:

- ◆ Green Shield \$10/20 Deductible Extended ~~Health~~ Service Plan "OU", with a rider to **pay** the full cost of Employee Assistance Plan Referrals for Counselling which are not covered by other plans in this Agreement, with the stipulation that these services are provided within Canada.
- ◆ Green Shield Semi-Private Hospital Accommodation Plan
- ◆ Ontario Health Insurance Plan.
- ◆ Extended health benefits to cover dependent children of any age who are physically or mentally challenged.

The Commission to cover the difference between OHIP daily allowance for a nursing home and the semi-private rate for active employees and their families. Only nursing homes and homes for the aged which are approved by the Ministry of Community and Social Services will **be** covered.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

- 13.2.2** The Commission will pay 100% of the premium for the Green Shield Basic Dental Care Plan 14 and orthodontic \$1500.00 ‘Limit in the lifetime of each individual’ and Crown and Bridge work to a maximum of \$1000.00 at the current Ontario Dental Association Schedule of Fees, effective the first of the month following signing of the agreement.
- 13.2.3** The Commission will provide a Vision Care Plan consistent with the rules and regulations of the carrier, which shall provide for the reimbursement of up to a maximum of \$200.00 per family member over a two year period, on the purchase of prescription glasses by an employee and insured family member.
- 13.2.4** **a)** The Commission will provide and pay for Ontario Health Insurance and supplementary health insurance coverage for their retired employees and/or their surviving spouses in accordance with the Commission’s By-Law, No. 39.
- b)** The Commission will provide the same medical benefits for the survivors of deceased employees, according to Commission policy.
- 13.2.5** The Commission will provide Green Shield Hearing Aid Plan (Audio Plan H-1) to cover the cost of a hearing aid per family member, over a three year period.
- 13.2.6** The Commission will provide Green Shield Out-of-Province coverage.
- 13.2.7** The Commission will provide Green Shield coverage for students up to the age of 25.
- 13.2.8** The Commission will provide Medex Deluxe package.
- 13.2.9** Management will cover the cost of doctors’ notes required by the Commission, to a maximum of \$15.00.
- 13.3.0** **GROUP LIFE INSURANCE**
- 13.3.1** The Commission will pay the full premium of the group life insurance policy for regular and probationary employees who are in receipt of basic wages from the Commission, and will continue to pay said premiums for an employee **based** on his/her former rate of earnings in the event:
- a)** the employee is absent due to disability resulting from illness or injury, until the disability waiver of premiums clause of the group life insurance policy **takes** effect.
- b)** the employee suffers a layoff because of reduction in work volume. Such payment of premiums will continue for one year provided the employee does not claim Sick Leave Vesting or refund of pension contributions during that **period**. Coverage may be extended beyond one year at the discretion of the Commission.

ARTICLE 13 HEALTH AND WELFARE BENEFITS

13.3.1 (continued)

c) the employee enters active **military** service in the Canadian **Armed** Forces when Canada is at war, provided the employee does not claim Sick Leave Vesting or refund of pension contributions.

ARTICLE 14 SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.1 Seniority shall commence from the time and **date** that an employee begins work for the Commission in accordance with clauses 14.1.11 and 14.1.12 below.

14.1.2 A seniority list, to **be** supplied by the Union, will be posted at the Transit Commission on a semi-annual basis.

14.1.3 Seniority shall always **be** given utmost consideration in making promotions, demotions **and** transfers, and when skill and ability are equal, seniority will prevail.

Unless seniority is to **be** followed, the Manager of Transit shall personally interview each applicant for the position. If requested by the employee, notification of the reasons why an employee fails to receive any appointment shall be given in writing by the Manager of Transit.

14.1.4 The principle governing layoffs **is the** last employee hired **is the** first employee **laid** off. The employee **declared** surplus can bump a less senior employee provided the employee has the job skills **and** can **perform** the job duties to the satisfaction of Management.

Any person bumped out of a position will **be** offered first right of refusal to that position, should it become vacant.

14.1.5 When an employee transfers to a new classification, his/her seniority shall include:

a) total service in all classifications listed in Schedule "A" except Skilled Trades, for promotions and choice of shifts and/or pick of assignments.

b) total service within the Bargaining Unit for choice of vacation date.

c) total service within the Bargaining Unit in accordance with 14.1.11 shall apply in the following cases:

- application for job openings in other classifications.

- layoff, subject to the following:

Full seniority shall apply only after the employee has completed the trade progression, or after completion of one year's service in a classification where no progression exists. If the employee **becomes** subject to layoff before these time **periods** have elapsed, he/she may return to his/her previous classification and there exercise **full** seniority.

ARTICLE 14 SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.6 An employee temporarily laid off due to a reduction in the work volume shall retain the seniority with which he/she left the Commission, provided that the period of layoff is less than five years, and provided that the person is available for work within 10 days of a registered letter being sent to his/her last known address. To qualify for rehiring, a person shall be fit to carry out the work, and if considered advisable by the Commission, may be required to take a medical examination. A person who is not available for work within 10 days or who is rehired after more than five years, shall start work with no seniority.

14.1.7 Where **an** employee is granted a Leave of Absence for reasons other than sickness, his/her seniority shall include the first year of his/her absence, but shall not include any additional **period** during which he/she is not being paid by the Commission, except where 5.1.8 and 12.7.1 apply.

14.1.8 a) **An** employee who is hired on a temporary basis shall be classed as a temporary employee. The length of employment for all temporary employees, except as it applies to 4.1.8 b) **and** c), shall not exceed six months.

b) An employee who is hired on a temporary basis to replace an employee during maternity/parental leave shall not exceed nine months in terms of length of employment.

c) An employee who is hired on a temporary basis to replace **an** employee on Leave of Absence in accordance **with** 12.5.1, shall not exceed 12 months **in** terms of length of employment.

d) **If** mutually agreed by the Commission and the Union, any **period** of temporary employment may be extended by a further period of up to six months. Seniority rights shall not apply during temporary employment, but should the employee be taken on permanent **staff**, his/her seniority shall date back to the first day of continuous service with the Commission.

e) All temporary employees whose employment is extended beyond six months, shall be eligible to receive the appropriate employment benefits as provided by the Commission.

14.1.9 A person other than a Commission employee, or a temporary employee of the Commission, appointed to a vacancy on the regular staff shall **be** classed as a probationary employee. Such an employee may undergo a six month period of probation while his/her qualifications are determined. During this **period**, he/she shall be paid the wage rate applicable to the classification in which he/she is placed. If at any time during this period the employee is found to **be** unsatisfactory, his/her employment shall be terminated. Termination to be based on just cause for temporary employees.

If considered satisfactory by Management, the employee shall be placed on permanent staff at the end of the six month period. However, a person who has worked a full six months as a

ARTICLE 14 SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.9 (continued)

temporary employee in the same classification as that to which he/she has been appointed will **be** considered as being on the regular staff. Seniority rights shall not apply during this six month period, but should the employee be taken on to the permanent staff, his/her seniority shall date from the first day of continuous service with the Commission.

14.1.10 A new employee in training for a Coach Operator position shall be in training for a maximum period of 130 hours, for which he/she will be paid at a rate equal to one-half the probationary Coach Operator's rate.

After his/her period of training is completed to the satisfaction of the Manager of Transit, he/she shall be taken on the Commission's staff as a temporary or probationary employee and shall be treated in accordance with clause 14.1.8 or 16.1.1 respectively, except that on being taken on the permanent staff, his/her seniority shall date from the first day of his/her training period.

A permanent employee transferring to a Coach Operator position will **be** trained at his/her current rate, except that the training rate will not exceed the Coach Operator's rate.

14.1.11 A new employee in training for a Maintenance Department position shall **be** in training for a maximum period of 80 hours, for **which he/she will be paid** at a rate **equal to** the rate of the position for which the employee has been hired. After the training is completed to the satisfaction of the Manager of Transit, the employee shall be taken on the Commission's staff as a temporary or probationary employee and shall **be** treated in accordance with clause 14.1.8 or 16.1.1 respectively, except that on being taken on the permanent staff, his/her seniority shall date from the first day of the training **period**. A permanent employee transferring to the Maintenance Department will **be** trained at his/her current rate, except that the training rate will not exceed the base rate in the job classification the employee is being trained.

14.1.12 New employees coming on the staff after January 1, 1966, will not gain seniority within the Union unless they are in a classification listed in Schedule "A". After this date, when an employee transfers to a classification not listed in Schedule "A", his/her seniority within the Union shall include only the first year spent in the new classification. This seniority will be retained while in the Commission's employ.

ARTICLE 15 JOB POSTINGS

15.1.1 Notice of job openings in any of the classifications in Schedule "A" and temporary job openings of at least six months duration shall be posted on all bulletin boards advising of such vacancies and the wage rate applicable to the job. The notice shall be posted for a **period** of not less than seven calendar days.

Employees on the staff at the time of such notice are to have preference in filling the vacancy. The Commission shall post on the bulletin boards the names of the successful applicants.

ARTICLE 15 JOB POSTINGS

15.1.1 (continued)

Management will endeavour to fill the position within 30 days of the notice of the award.

The Commission will allow a maximum of two qualified Servicepersons, during the summer period for a minimum of three months, the opportunity to be Coach Operators. Total service in all classifications listed in Schedule "A" will apply for pick of assignments and for choice of vacation.

15.1.2 A regular employee who is awarded a job vacancy within the Commission shall have a trial period of 30 calendar days in the new position. At any time during the trial period, if the regular employee proves unsatisfactory or the employee finds himself/herself unable to perform the duties of his/her new position, he/she shall be returned to his/her former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position. In the event the former position no longer exists, the return shall be dealt with under Article 14.1.5.

ARTICLE 16 INCAPACITATED EMPLOYEES

16.1.1 An employee who cannot perform his/her regular duties because of age, accident or medical reasons, shall be given a position, provided such a vacancy exists and that he/she is capable of fulfilling it, and shall receive the wage rate applicable to his/her new position.

16.1.2 Seniority to reflect seniority bumping rights for physically or mentally challenged employees in any classification.

ARTICLE 17 PENSIONS

17.1.1 Regular and **probationary** employees shall be covered by the Ontario Municipal Employees Retirement System (OMERS) basic pension which provides:

a) Final Average Earnings (FAE) pensions to age 65 of 2% of the average of their best five years' earnings, times years of service, to a maximum of 35 years, integrated with Canada Pension Plan and the Municipal Hydro-Electric Pension Plan prior to 1966, where applicable.

b) Optional Unreduced Early Retirement, up to 10 years before age 65, for members whose combined age and service total 90 (90 Factor).

Regular and probationary employees who were on staff **and** entitled to OMERS Type 3 benefits on December 31, 1982 will continue to have the additional alternative of Type 3 supplementary pension benefits which provide optional unreduced early retirement, up to 10 years before age 65, for employees who have 30 or more years' service.

This clause provides a general description of pension benefit available to employees covered by the Agreement. Individual retirement benefits will be in accordance with OMERS Act and Regulations,

ARTICLE 17 PENSIONS

17.1.2 The Commission will purchase past service benefits for all employees on the staff on January 1, 1969, who had service with the Commission prior to that date. Employees receiving past service benefits who were covered by the ConfederationLife Association Group #45 Pension Plan will contribute towards the cost of these benefits by paying to the Commission an amount equal to the premiums paid to the Pension Plan during the period from January 1, 1952 to December 31, 1965, inclusive. Until this amount is paid to the Commission it will be subject to 5% interest compounded annually, with effect from January 1, 1969. Employees may at their own option discharge this debt in either of the following ways:

- a) at any time prior to separation or retirement, by making a cash payment to the Commission of the full amount of the debt plus accrued interest to the time of payment, or
- b) at the time the employee becomes eligible for the payment of Sick Leave vesting, by accepting a reduction in the amount of **Sick** Leave vesting equal to the amount of the debt plus accrued interest to that time.

An employee selecting this method of payment shall be liable for the debt only up to the full amount of the Sick Leave vesting for which he/she is eligible.

ARTICLE 18 MEDICAL EXAMINATION

18.1.1 Prior to being placed on the permanent staff, each prospective employee shall be **examined** by a doctor designated and paid for by the Commission. **The** Commission will provide the names of three qualified practitioners. Employees on the permanent staff shall undergo examinations on the same basis, as considered necessary by the Commission.

18.1.2 All the clinics listed on the next page are under contract from WCB to take patients within three to five days of referral. Any initial assessments are covered by WCB. **Any** assessment requested by the Commission would **be** subject to a \$20.00 deductible under our extended health plan. All the clinics meet WCB requirements for diagnosis and treatment of injured workers.

East

Early Treatment Centre East Oshawa
1415 Highway 2
Oshawa 723-9675
- Initial assessment fee \$50.00

West

Early Treatment Centre (PHS Oshawa)
210 - 1614 Dundas St. East
Whitby 725-5055
Associated with the above clinic.

ARTICLE 18 MEDICAL EXAMINATION

18.1.2 (continued)

Whitby

Whitby Injury Recovery Clinic
220 Dundas St. West
Whitby 668-0414
- Initial assessment ~~fee~~ \$50.00

North

Oshawa Injury Recovery Clinic
1400 Ritson Rd. North
Oshawa 432-9100
Associated with the above clinic.

Ajax

Ajax/Pickering Physiotherapy Clinic
375 Finley Ave.
Ajax 683-9595
- Initial assessment \$25.00 and **up**.

ARTICLE 19 CLOTHING AND TOOLS

19.1.1 The Commission will supply the following items ~~for~~ the employees indicated:

- a) Two stores smocks to employees in the Stockkeeper and Storeperson classifications. These items will be replaced **as** necessary.
- b) Skilled Tradesperson, Servicepersons, Serviceperson/Tireperson and Cleaners, two changes of coveralls per **week**
- c) Work gloves for all employees whose work necessitates their use.
- d) Skilled Tradespersons will provide their own tools to the extent normally expected of their trade and they will **be** given a tool maintenance allowance of \$450.00 per year.
- e) The Commission will provide insurance coverage for Skilled Tradespersons' tools **up** to a maximum of \$7,000.00 with a \$500.00 deductible.

Skilled Tradespersons ~~must~~ provide a complete list of tools in order to be eligible for this insurance coverage.

- f) Tools required to *carry* out the work performed by other classifications. Tools issued to the employee will be the responsibility of the employee receiving same and where loss or malicious damage occurs, they shall be replaced by the employee at his/her own expense.

ARTICLE 19 CLOTHING AND TOOLS

19.1.1 (continued)

In order to receive a replacement, the employee must return the worn out or broken article. Any employee leaving the service of the Commission or changing his/her classification must turn in all tools or equipment issued to him/her.

g) Skilled Tradespersons, Serviceperson/Tireperson, Serviceperson, Cleaners, Stockkeeper and Storeperson -- three shirts and three pair of pants every year.

h) Each regular employee on the Garage staff will **be** provided with the following:

- 1 ~~Parka~~ (replaced every two years or when considered necessary by Management)
(1 Vest may be selected in lieu of Parka).
- 1 Spring Jacket (replaced when considered necessary by Management).

19.2.1

Oshawa Transit Commission will provide heavy duty safety footwear of a ~~type~~ that meets CSA Standards to a **maximum** value of \$130.00, to the employees listed in the classifications below for the period March 1, 1996 to February 28, 1997:

- Skilled Tradesperson
- Serviceperson/Tireperson
- Servicepersons
- Cleaners
- stockkeeper
- Storeperson
- Maintenance Clerk
- Clerks
- Inspectors
- Transit Secretary

19.3.1

Uniforms will be supplied by the Commission as follows:

To Inspectors

- 1 Tunic, every two years (initial issue - 2 tunics)
- 3 Fair Trousers, every two years
- 6 Shirts, every two years
- 4 Ties, every two years
- 1 Pullover Sweater, every two years
- 1 Vest (replaced when considered necessary by Management)
- 2 Caps, every two years
- 1 Top Coat (replaced when considered necessary by Management)
- 1 Winter Coat (replaced when considered necessary **by** Management)
- 1 Winter Hat (replaced when considered necessary by Management).

ARTICLE 19 CLOTHING AND TOOLS

To Coach Operators

a) Male

- 1 Tunic, every *two* years (initial issue - 2 tunics)
- 3 Pair Trousers, every two years
(1 Pair of shorts may **be** selected in lieu of 1 pair of trousers, if requested. Initial issue - 1 pair of shorts, if requested. Two pair of socks will be provided if shorts are selected.)
- 6 ~~Shirts~~, every two years
- 4 Ties, every two years
- 1 Pullover Sweater, every two years
- 1 Cap, every two years if requested by the employee
- 1 Top Coat (replaced when considered necessary by Management)
- 1 Winter Coat (replaced when considered necessary by Management)
- 1 Summer Jacket (replaced when considered necessary by Management).

b) Female

- 1 Tunic, every two years (initial issue - 2 tunics)
- 3 ~~Pair~~ Trousers, every two years (2 Culottes may be selected in lieu of 1 pair of trousers. Initial issue - 2 culottes.)
- 6 Blouses, every two years
- 4 ~~Ties~~, every two years
- 1 Pullover Sweater, every two years
- 1 Cap, every two years if requested by employee
- 1 Top Coat (replaced when considered necessary **by** Management)
- 1 Winter Coat (replaced when considered necessary **by** Management)
- 1 Summer Jacket (replaced when considered necessary by Management).

The time limits specified are approximate. Seasonal items will **be** issued at the appropriate time.

19.4.1 The current issue of clothing supplied by the Commission is to be worn only on duty or while going to or from work. The current issue of clothing shall be turned in if requested by the Commission, when the employee's work no longer requires that type of clothing or when the employee leaves the service **of** the Commission.

19.5.1 Coach Operators and Inspectors will be paid a dry cleaning allowance of \$130.00 per year.

ARTICLE 20 HEALTH AND SAFETY

20.1.1 A Health and Safety Committee comprised of four members of the Bargaining Unit and representatives of the Commission will meet on a monthly basis to consider **and** discuss any matters relating to safety within the Commission's premises. The function of this committee shall **be** to make recommendations to the Commission on any matters it considers should be dealt with to provide safe working conditions.

A CAW Safety Representative will be allowed to inspect property provided proper notice is given.

ARTICLE 20 HEALTH AND SAFETY

20.1.2 Safety certification for all members of the Health and Safety Committee.

ARTICLE 21 GENERAL

21.1.1 RULES AND REGULATIONS

Rules and Regulations shall not be inconsistent with this Agreement. **Any** changes will be meaningfully discussed with the Union before publication subject to the Grievance Procedure.

21.2.1 CONTRACTING OUT

All contracting out must be by mutual agreement with the Union.

All work being performed on Commission vehicles will continue to be performed by bargaining unit members, provided such work is carried out in a competitive cost comparison.

21.3.1 The upholstering work will be done by a member of the Bargaining Unit.

21.3.2 The Commission shall supply notice boards at convenient locations for the posting of their own notices and any notices of the Local Union signed by their properly authorized signing officials.

21.3.3 The Commission and the Union agree that it is most undesirable to have Commission employees engage in work for hire outside the Commission, both from the point of view of taking employment from others who need it more urgently and from the reflection it may cast on the Commission. If, in spite of the above statement, an employee engages in work for hire, the employee shall not be eligible for any of the benefits provided by the Collective Agreement in the event that injury, illness or lost time results from such employment. However, Union officials will be eligible for any of the benefits provided in the Collective Agreement in the event that injury, illness or lost time results while they are working on official Union business.

21.3.4 If the Union provides a lawyer to represent employees in court proceedings, the Commission will pay the cost of the lawyer's fee where all the following circumstances apply:

a) an employee is charged by the police as a result of an accident in which he/she was involved, while operating a Commission vehicle.

b) the case is successfully defended and the employee is acquitted.

c) the Union's lawyer meets with the approval of the Commission.

21.3.5 The Commission will pay to the appropriate Provincial authority, special Mechanic's Propane Licence fees for employees required by Management to hold such licences.

ARTICLE 21 GENERAL

21.3.6 The Commission will provide Collective Agreements to employees as soon as possible after ratification. If special books are required, the cost will be shared equally between the Commission and the Union. The Commission will also provide benefit booklets to each employee.

21.3.7 The Commission will provide a filing cabinet for the Union.

21.3.8 The Commission will pay summer students for Statutory Holidays commencing their third summer of employment.

21.3.9 Probationary employees will be allowed up to two hours with pay for orientation with a Union official regarding the Collective Agreement. This orientation does not apply to students.

21.3.10 The Commission agrees to allow employees one minute silence at 11:00 a.m. on April 28 of each year in observance of those workers killed on the job.

21.3.11 A permanent bus pass for retired Oshawa Transit Commission employees will be made available.

21.3.12 SEXUAL HARASSMENT

The Union **and** the Commission recognize that **Sexual** Harassment is an unlawful employment practice in violation of the Ontario Human Rights Code, which defines it **as:**

“.....A course of vexatious comments or conduct or sexual advance or solicitation that is known, or thought reasonably to **be** known to **be** unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker.....”.

Complaints of alleged harassment by members of the Bargaining Unit will be handled with all possible confidentiality by a joint committee consisting of the Local President and/or Unit Chairperson of the Union and the Manager of Transit and/or Personnel Manager of the Commission.

21.3.13 HUMAN RIGHTS

Oshawa Transit Commission will adopt CAW Human Rights Policy. CAW will provide in-house training.

21.3.14 SUSPENSION WITH PAY

If an employee is suspected of or charged with an offense under a law of Canada, or of a province or territory, or is suspected of misconduct, the Manager of Transit may suspend him/her with pay.

The Manager of Transit may revoke the suspension and later reimpose it, if it is considered appropriate.

ARTICLE 21 GENERAL

21.3.14 (continued)

Unless the Manager of Transit revokes the suspension it shall continue until the final disposition of the proceeding in which the employee's conduct is at issue.

While suspended, **an** employee will not use clothing or equipment that **was** issued to him/her in that capacity.

If an employee is convicted of an offense and sentenced to a **term** of imprisonment, the Manager of Transit may suspend him/her without pay, even if the conviction or sentence is under appeal.

If an employee is suspended with pay, the pay for the period of suspension shall be reduced by the amount that he/she earns from other employment during that period, This does not apply to earnings from other employment that was commenced before the period of suspension.

Suspension of a disciplinary nature will **be** without pay.

21.3.15 CAW-CANADA LEGAL SERVICES PLAN

Commission will pay additional premium cost after 6¢ per employee per hour.

21.3.16 SUMMER STUDENTS

Summer students will be hired for the purpose of covering vacation entitlements during prime times re summer and Christmas periods, for all departments.

21.3.17 PARKING UPTOWN

Parking uptown will be arranged by the Commission.

21.3.18 AFFIRMATIVE ACTION

Commission will comply with the law.

21.3.19 SUCCESSOR RIGHTS

a) Should the Oshawa Public Utilities Commission (OPUC) sell or contract out all of its business to a successor employer, the OPUC agrees that the successor employer will recognize the Union **and** apply the terms **and** conditions of this agreement to the part or all of the business in question.

b) The words "sell" and "business" have the meanings given them **by** the Legislature in the Ontario Labour Relations Act.

ARTICLE 21 GENERAL

21.3.19 (continued)

c) In the event that the successor employer breaches the Collective Agreement, the Union agrees that the OPUC will not be liable for damages in any such breach.

21.3.20 FITNESS FACILITY

Covered by ~~Letter~~ of Understanding.

21.3.21 DISCIPLINE

All current disciplinary notations on employees' files to ~~be~~ removed 90 days after signing of the collective agreement on the condition that there are no further Occurrences within this time frame re the employee affected.

21.3.22 WINTER HOLIDAYS

Management will continue with existing policy.

21.3.23 JOB DESCRIPTIONS

Management will provide job descriptions for the entire bargaining unit at its earliest convenience.

21.3.24 YEAR PER YEAR SERVICE FOR SENIORITY

A five year cap will apply for layoffs only.

21.3.25 Garage employees will have the ability to take four hours lieu time.


21.3.26 Minutes of regular Commission meetings, public portion only, will be provided to the Union.

21.3.27 Sick Days bank amount and Lieu Days amount will ~~be~~ provided to each employee on a semi-annual basis.

ARTICLE 22 PAY DAY

22.1.1 Pay day shall be every Thursday. Direct deposit is available for all employees.

ARTICLE 23 'DURATION OF AGREEMENT

23.1.1 This Agreement shall be construed as having come into force on the 1st day of March 1996 and shall continue in force up to **and** including the 28th day of February 1997 and thereafter, until terminated as hereinafter provided. Such termination may be effected on the 28th day of February, 1997, or at any later date but only by notice in writing being given by either party to the other at least two months prior to such date of termination. 

ARTICLE 24 COLA

24.1.1 Job classifications and wage rates are set out in Schedule “A” to this Agreement. In addition to the rates of pay outlined in Schedule “A”, a Cost of-Living Allowance (COLA) of one cent (1 cent) per hour for each full .075 point increase in the Consumer Price Index (CPI 1986=100), based on the ~~three~~ month average in the Consumer Price Index as published by Statistics Canada will be determined and adjusted up or down and become payable in September 1996, December 1996 and March 1997.

Based on every three months, the COLA will be paid on all hours worked, vacation pay, holiday pay, jury duty pay, bereavement pay and paid absence allowance.

In determining the ~~three~~ month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation on the basis on which the Cost-of-Living Allowance has been determined.

The adjustment in September 1996 shall be one cent (1 cent) for each full .075 points that the average Consumer price Index for June 1996, July 1996 and August 1996, exceeds the base.

The adjustment in December 1996 shall ~~be~~ one cent (1 cent) for each full .075 points that the average Consumer Price Index for September 1996, October 1996 and November 1996, ~~exceeds~~ the base.

The adjustment in March 1997 shall ~~be~~ one cent (1 cent) for each full .075 points that the average Consumer Price Index for December 1996, January 1997 and February 1997, exceeds the base.

The adjustment for March 1997 shall ~~be~~ inclusive of the adjustment for December 1996. Subsequent adjustments shall follow this pattern.

ARTICLE 25 PICKET LINE

The Commission acknowledges the Union’s philosophy of solidarity for those unionized workers engaged in legal strike action. In recognition of this, members covered by the Collective Agreement will not be required to cross legal picket lines. The Commission will attempt to temporarily relocate bus service where necessary to comply ~~with~~ this article.

ARTICLE 26 JOB POSTINGS

Job postings at the P.U.C. and Oshawa Transit Commission to be agreed upon.

ARTICLE 27 LONG TERM DISABILITY

A summary of the details is as follows:

- ◆ vesting and sick leave will be frozen on the date of the implementation of the plan;
- ◆ vesting will be paid at the current rate at retirement;
- ◆ employees will continue to receive 18 sick days per year;
- ◆ unused sick days will be transferred into the employee's sick bank only to a maximum of six months;
- ◆ employees using sick days which depletes the sick bank to a level less than six months will be allowed to build the sick bank upwards to the six month level using the 18 days per year unused portion;
- ◆ those employees with vesting (who started prior to August 1, 1979) will be allowed to build their sick bank upwards to the level that it was frozen on the date of the implementation of the plan;
- ◆ the waiting period for LTD start is six months;
- ◆ 70% of gross pay;
- ◆ 75% maximum from all sources;
- ◆ all benefits to be paid by Commission while employees on LTD.

ARTICLE 28 MUTUAL OBJECTIVES

The Commission and the Union share a mutual objective increasing ridership, improving transit service and increasing the **standard** of living for its employees. These objectives are of benefit to CAW Local 222 members the Commission employs, and the public it serves.

In recognition of this, the parties will meet on a regular basis for the purpose of establishing ways in which to satisfy our mutual objectives. Union participation in such meetings will be compensated for by the Commission.

The Commission shall advise the Union at least six months in advance of any contemplated, partial or total discontinuance of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

The Union and the Commission will meet immediately to discuss the contemplated partial or total discontinuance of operations with a view to providing a solution to the problems or jobs for the employees involved.

Should it be necessary to terminate any employee as a result of partial or total discontinuance of operations, each employee shall be provided with the following allowances and benefits in addition to the requirements of the law:

- Six months to four years -- one month's pay.
- Five to 10 years -- in addition, two weeks' pay for each year.
- Ten years and over -- in addition, three weeks' pay for each year.

ARTICLE 28

MUTUAL OBJECTIVES

All insurance benefits covered under this agreement will continue in full, with the Commission paying the premiums for up to one year.

If the above should happen, e.g. partial or total discontinuance of operations, the Commission and the Union agree to meet to negotiate the possibility of implementing the above.

SCHEDULE "A"

When an employee below the rank of Foreperson or Supervisor is assigned to a higher paid position, he/she will be paid the rate applicable to the job. The rate paid to the employee acting **as** a Foreperson or Supervisor **will** not necessarily be the rate **paid** to the person replaced, but will be the rate that **would** be paid if the person was permanently promoted

A Lead **Hand** will be paid overtime at the Lead **Hand** rate.

The Storeperson classification will become the same wage classification **as** the Stockkeeper, effective March 1, 1992.

SCHEDULE "A"
JOB CLASSIFICATION AND WAGE RATE SCHEDULE

Hourly Rates		Weekly Rates	
<u>Classification</u>	<u>March 1, 1996</u>	<u>Classification</u>	<u>March 1, 1996</u>
Skilled Trades		Clerk	\$733.20 <i>hisa</i>
Lead Hand Mechanic	\$23.10	3rd 6 months	665.20
Mechanic A, Diesel Endorsed	21.63	2nd 6 months	597.21
Mechanic A	21.27	1st 6 months	529.22
Bodyperson	21.63		
		Administration	
Lead Hand Serviceperson	18.33	Transit Secretary	\$751.99 <i>(Chris Miller)</i>
Serviceperson/Tireperson	17.56		
Serviceperson	17.18		
		Inspector's Standby Rate - \$5.00/hr.	
Stockkeeper	19.11		
Storeperson	19.11	Additional rate for Coach Operators training students - \$0.25/hr.	
Maintenance Clerk	16.94		
		Evening Shift Differential - \$0.35/hr. from 4:00 p.m. - 12:00 midnight	
Cleaner	16.94		
Inspector	21.45	Night Shift Differential - \$0.43/hr. from 12:00 midnight - 8:00 a.m.	
Relief Inspector	21.45		
Coach Operator	19.11	Temporary employees paid fringe benefits in accordance with Employment Standards Act.	
2nd 6 months	18.75		
Probationary	18.36		
In Training	9.90		

SCHEDULE "B"
GARAGE STAFF HOURS OF WORK

WEEKDAYS -- Monday through Friday

Night Shift

12:00 midnight - 8:00 a.m. - Servicepersons only.

Day Shift

6:00 a.m. - 3:00 p.m. - Cleaner (Tuesday - Saturday)

7:00 a.m. - 3:00 p.m. - Mechanic only

7:00 a.m. - 4:00 p.m. - Cleaner only

8:00 a.m. - 4:00 p.m. - Mechanic only

8:00 a.m. - 5:00 p.m. - Mechanics, Body Persons, Stockkeeper, Storeperson,
Serviceperson/Tireperson

8:00 a.m. - 5:00 p.m. - Serviceperson (Tuesday - Saturday)

Evening Shift

4:00 p.m. - 12:00 midnight - Serviceperson only

4:30 p.m. - 12:30 a.m. - Mechanic only (Lead Hand)

5:00 p.m. - 1:00 a.m. - Mechanic and Serviceperson

6:00 p.m. - 2:00 a.m. - Serviceperson only

WEEKENDS -- Saturday and Sunday

Night Shift

12:00 midnight - 8:00 a.m. - Serviceperson only

Day Shift

Saturday

7:00 a.m. - 4:00 p.m. - Cleaner (Tuesday - Saturday)

8:00 a.m. - 4:00 p.m. - Mechanic only

8:00 a.m. - 5:00 p.m. - Mechanic

8:00 a.m. - 5:00 p.m. - Serviceperson (Tuesday - Saturday)

Sunday

8:00 a.m. - 4:00 p.m. - Mechanic only

Evening Shift

Saturday

5:00 p.m. - 1:00 a.m. - Serviceperson only

5:30 p.m. - 1:30 a.m. - Serviceperson only

Sunday

4:00 p.m. - 12:00 midnight - Serviceperson only

Evening Shift Differential - \$0.35/hr. - 4:00 p.m. - 12:00 midnight

Night Shift Differential - \$0.43/hr. - 12:00 midnight - 8:00 a.m.

Management reserves the right to change or modify these shifts at its discretion.

THIS AGREEMENT becomes operative when signed by the duly authorized representatives of Oshawa Transit Commission and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), Local 222.

In Witness Whereof the parties hereto have affixed the signature of their proper officers in execution of this Agreement.

OSHAWA TRANSIT COMMISSION

A. P. O'Donnell, Chair

M. G. Strong, Vice-Chair

{Declared Conflict of Interest}

D. H. Broadbent, Commissioner

D. C. Powless, Commissioner

Mayor N. L. Diamond

E. N. Tweedle, Manager of Transit

G. D. Noakes, Supervisor of Operations

R. G. Cosier, Supervisor of Maintenance

R. E. Atkinson, Chief Financial Officer

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA), and its Local 222

Michael Shields, President

Susan Spratt, National Representative

Gordon Vickers, Chairperson

Lanny Joseph, Vice-Chairperson

Randy ~~Fulling~~, Skilled Trades Steward

Alex Kennedy, Serviceperson Steward

March 19, 1992

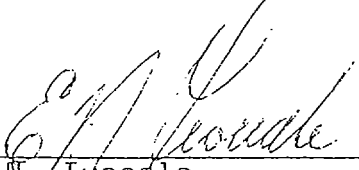
L E T T E R O F I N T E N T

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

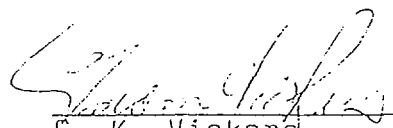
Dear Mr. Vickers:

This Letter of Intent supercedes that on Pages 70/71 of the 1989-1992 Collective Agreement between the Oshawa Public Utilities Commission and CAW-Canada, Local 222.

1. There will not be a Pick of Runs from the middle of November to the first of January. The 30 day clause will be waived.
2. Garage staff may resume duty as soon as they are able after illness or a leave of absence for other reasons.
3. A Coach Operator will receive training every three years or in accordance with the Ministry of Transportation, Ontario rules and regulations and/or requirements and as deemed necessary by the individual's driving record.
4. In accordance with current Ministry of Transportation, Ontario regulations, class "D" licences only will be required for employees to qualify **for** the position of Serviceman in the Oshawa Transit Maintenance Department. If the Ministry's requirements change, the Commission's requirements will be adjusted accordingly.



E. N. Tweedle
Manager of Transit



G. K. Vickers
Chairperson, Local 222

50TH
ANNIVERSARY
1937 - 1987

JOHN SINCLAIR
President

CAW  TCA
CANADA

LOCAL 222
44 BOND STREET EAST
OSHAWA, ONTARIO L1G 1B1
PHONE (416) 723-1187

THOMAS HOAR
Financial Secretary

November 17, 1987.

Mr. Cal Cathmoir,
Superintendent,
Oshawa Transit,
710 Raleigh Ave.,
OSHAWA, Ontario.
L1H 3T2

Re: Grievance On Contracting Out, Lundhill & Luke

Dear Sir:

This letter is a follow-up of the discussion that took place in your office on November 13, 1987. Present at this meeting were:

For the Union:	the grievors the writer Al Morgan, Shop Steward
For the Commission:	Cal Cathmoir, Superintendent Art Jennings, Shop Foreman

The following was agreed upon between the parties:

Contracting out of in-shop work would be kept in-plant unless an emergency situation arose. An emergency situation would be, for instance, needed mechanic and body work which would have an adverse effect on the Commission operation to maintain regular service. It would be at this point that the Commission would contract out in order to meet the needs of service. This was with the understanding that, wherever possible, could our people maintain the needed service, it would be done in-shop. Should the situation arise to contract out in-shop work, the Union would be notified. This would allow the Union to discuss with Management a possible solution to keeping work, in-plant rather than contracting out.

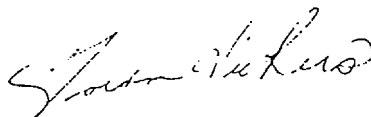
It was further agreed that extra work required by the Commission to maintain service would be made available to the Mechanics and Bodymen in order to keep work in-plant. It was also noted between the parties that a problem existed in the shortage of on-hand stock, causing delays of needed repairs by our Skilled Tradesmen in order to maintain service.

A meeting between the parties is to follow to look at a possible solution to the stockroom shortages.

(Cont'd...)

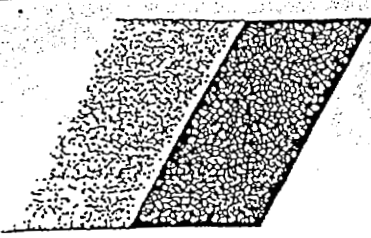
Acceptance of this letter will mean the dropping of the grievance.

Yours truly,



Cord Vickers, Chairman,
Oshawa Transit Unit,
Local 222, C.A.W.

GV/sp
caw1136



Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H 3T2

Telephone (416) 579-2471
Fax (416) 579-1050

January 16, 1990

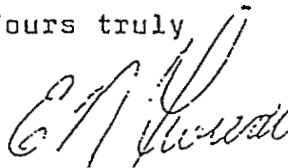
Mr. G. Wickers
Chairperson
Oshawa Transit Unit
Local 222, C.A.W.
27 Cloverfield
Group '26, Box 65
BOWMANVILLE, Ontario
L1C 4A6

Dear Mr. Vickers:

RE: GRIEVANCE ON CONTRACTING OUT, LUNDHILL & LUKE

This letter is to advise you that I accept the conditions outlined in your letter dated November 17, 1987, addressed to Mr. Cal Cathmoir, on the above noted subject.

Yours truly,



Manager of Transit

ENT:mk

March 19, 1992

LETTER OF UNDERSTANDING

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

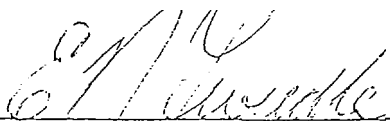
Dear Mr. Vickers:

RE: PUBLIC COMPLAINTS AGAINST EMPLOYEES

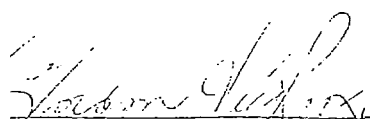
This letter of Understanding takes effect as of the date of this letter.

All complaints other than of a minor nature will be treated as follows:

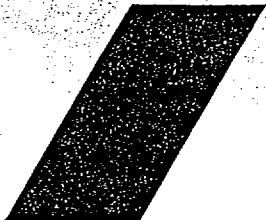
1. All complaints, to be considered as valid, must be submitted in writing by the complainant within 21 calendar days of the incident.
2. When a written complaint is received, Management will make every endeavour to pursue the complaint with the complainant to ensure verification. Upon completion of the investigation and verification of the complaint, disciplinary action, if deemed necessary by Management will be taken.
3. If, after investigation and verification of the complaint, Management is of the opinion that the situation is extremely serious which may result in severe disciplinary action being taken, the Union, at its request, will be supplied details of all pertinent information relative to the incident and the investigation.



E. N. Tweedle



G. K. Vickers



Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H 3T2

Telephone (416)579-2471
Fax (416)579-1050

March 19, 1992

LETTER OF INTENT

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

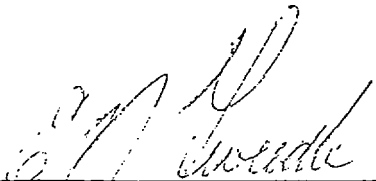
Dear Mr. Vickers:

**RE: 1992 PROPOSED AMENDMENTS TO THE COLLECTIVE AGREEMENT
PAGE 15, NUMBER 21 ADDITIONAL PROPOSALS
"TRAVEL ALLOWANCE" - COMPENSATION FOR SUCH**


With reference to the above topic on travel allowance, during the course of contract negotiations, it was agreed that this topic will **be open for discussion** after **the** implementation of the new service plan scheduled for May 4, 1992.

It was further agreed that an operating period of at least 60 days of the new service plan will be allowed in order to properly determine what problems exist, if any, with reference to travel allowance.

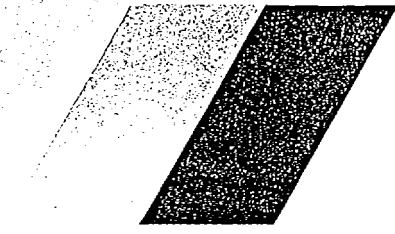
If it is determined **by** both Management and Union that definite problems **do** exist, it is agreed that steps will **be** taken **by** Management, with Commission approval, to alleviate these problems.



E. N. Tweedle
Manager of Transit



G. K. Vickers
Unit Chairperson, Local 222



April 30, 1993

LETTER OF UNDERSTANDING

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

Dear Mr. Vickers:

RE: FITNESS FACILITY - Transit

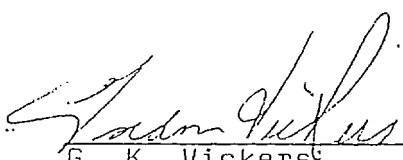
This will serve to confirm an understanding reached between Management and Union. That understanding is as follows:

When Oshawa Transit is successful in obtaining either a major upgrade to its existing facility or the construction of a **new** transit facility, a fitness area will be incorporated into the design.

Input into the design of the fitness facility will include Union representation from Local 222.



E. N. Tweedle
Manager of Transit
Oshawa Transit



G. K. Vickers
Unit Chairperson
CAW - Local 222 Oshawa Transit

April 4, 1995

LETTER OF INTENT

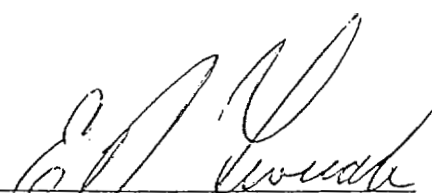
Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

Dear Mr. Vickers:

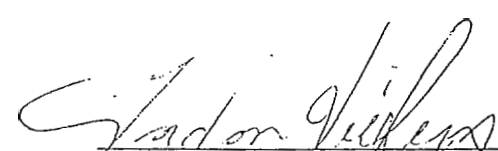
Re: Employment Equity

The Oshawa Public Utilities Commission and CAW Local 222, have a joint responsibility in achieving their Employment Equity objective in accordance with the Ontario Employment Equity Act.

A Co-ordinating Committee will meet and discuss their joint responsibilities in implementing a plan.



E. N. Tweedle
Manager of Transit

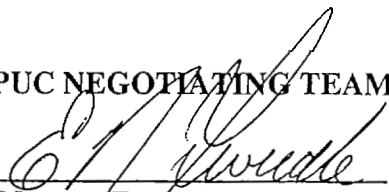


G. K. Vickers
Unit Chairperson, Local 222

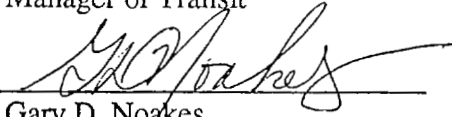
Dated at OSHAWA, this 9th day of MAY, 1996

**OSHAWA PUBLIC UTILITIES COMMISSION
AND
OSHAWA TRANSIT UNIT
CAW - LOCAL 222**

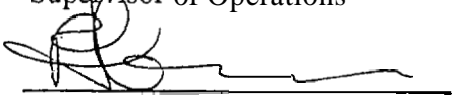
OPUC NEGOTIATING TEAM



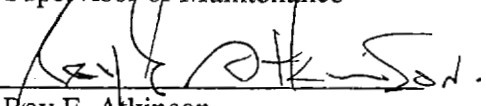
E. Norman Tweedle
Manager of Transit



Gary D. Noakes
Supervisor of Operations

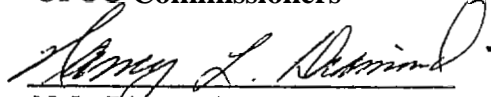


R. Glen Cosier
Supervisor of Maintenance



Roy E. Atkinson
Chief Financial Officer

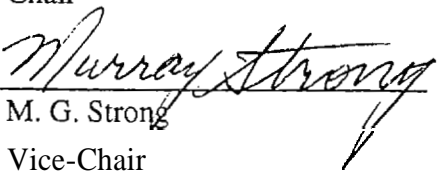
OPUC Commissioners



N. L. Diamond
Commissioner



A. P. O'Donnell
Chair



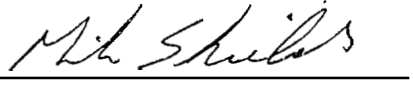
M. G. Strong
Vice-Chair

D. C. Powless
Commissioner

(Declared Conflict of Interest)

D. H. Broadbent, Commissioner

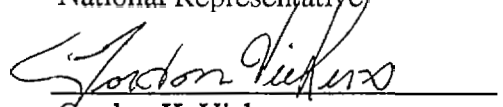
UNION NEGOTIATION TEAM



Michael Shields
President



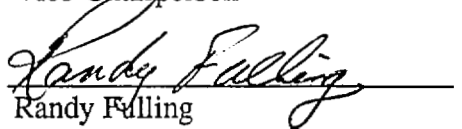
Susan Spratt
National Representative



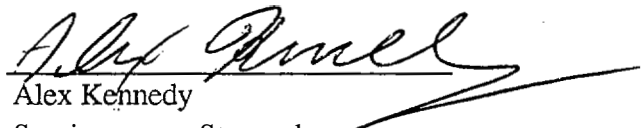
Gordon K. Vickers
Chairperson



Lanny Joseph
Vice-Chairperson



Randy Felling
Skilled Trades Steward



Alex Kennedy
Serviceperson Steward