



COLLECTIVE AGREEMENT

BETWEEN:

**THE REGIONAL MUNICIPALITY OF WATERLOO
(hereinafter referred to as the “Employer”)**

AND

**Unifor and its Local #4304
(hereinafter referred to as the “Union”)**

January 1, 2014 - December 31, 2016

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.1 It is the purpose of this Agreement to promote and improve relations between the Employer and those of its employees who are represented by the Union, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the parties hereto.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the sole bargaining agent of all Bus Operators, Certified Motor Vehicle Trade Technicians, all Specialized Transit Vehicle Operators and Specialized Transit Dispatchers/Reservationists and related service personnel of the Transit Services Division of the Regional Municipality of Waterloo, save and except for students, supervisors, those above the rank of supervisor, office and clerical employees, stock keepers and those employees represented by CUPE Local 1883 and CUPE Local 1656.

Students may be employed throughout the year to perform vehicle cleaning and required traffic, passenger counts or other related duties for the measurement of the transit operations performance. Students shall pay dues to UNIFOR Local 4304.

- 2.2 For the purpose of this Agreement there shall be two (2) Departments - one department hereinafter referred to as department #1 (Conventional and Specialized), consisting of all persons employed as Bus Operators, Specialized Transit Vehicle Operators and Dispatchers/Reservationists. Another

department hereinafter referred to as department #2 (Fleet), consisting of all persons classified as Certified Motor Vehicle Trade Technicians and related service personnel.

- 2.3 The parties agree that this agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario, in all respects including successor rights.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to:

- a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Employer by statute and/or by-laws of the Employer.
- b) Hire, maintain order, discipline for just cause and to make and alter from time to time, rules and regulations.
- c) The Employer shall be entitled, in an emergency, to use its supervisory personnel to operate the motor vehicles, and carry out related maintenance duties. In this respect, emergency shall mean a situation where no qualified bargaining unit employee is available on site.
- d) The Employer shall be entitled to temporarily assign employees until such time as the position may be filled.

- 3.2 The Employer recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly

provided in this Agreement, and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to Management and be its exclusive responsibility.

ARTICLE 4: RULES AND REGULATIONS

4.1 The Employer has the right to make reasonable rules and regulations for the purpose of efficiency and discipline. The Employer will discuss with the Union all proposed changes in rules and regulations, seven (7) calendar days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Union may respond to such changes within the same seven (7) calendar days should they wish to do so.

ARTICLE 5: CHECK OFF

5.1 It is agreed that all Employees covered by this agreement shall become and remain members of the Union in good standing as a condition of employment. During the term of this agreement, there shall be a compulsory check-off of Union dues upon all employees of the Employer to which this agreement applies.

5.2 Dues are defined for the purpose of this clause as the regular union dues and initiation fees as prescribed by the constitution of the Union and by-laws of the Union.

- 5.3 a) The Employer will upon completion of an authorization card, signed by an employee covered by Clause 5.1 deduct union dues weekly.
- b) An initiation fee of twenty (20) dollars shall be deducted by the Employer from the first pay period of an employee after being hired.
- c) The Employer shall be notified in writing by the Union thirty (30) working days prior to any required change in deductible assessments.
- 5.4 Such deductions will be made by the Chief Financial Officer and Treasurer of the Employer from the payroll weekly, and shall be forwarded to the Financial Secretary of Local 4304 not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.5 The Employer agrees to include on an employee's T-4 slip for Income Tax purposes the total Union dues paid for the year excluding any initiation fees.
- 5.6 The Union agrees to indemnify and save the Employer from claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.

ARTICLE 6: STRIKES AND LOCKOUTS

- 6.1 During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there

shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the permanent, temporary and part-time employees.

ARTICLE 7: CORRESPONDENCE

- 7.1 Copies of all resolutions of Regional Council that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded **electronically** to the local President of the Union **at least monthly** by the Employer.
- 7.2 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Director of Employee Relations or designate and the President of the local Union, with two (2) copies to the Local Chairperson.

The provisions of this Clause shall not apply to the dues deductions outlined in Article 5 and the Grievance Procedure outlined in Article 12.

- 7.3 Where this agreement states a circumstance that requires notification to the Union, it is understood to be one of the President, Vice President or Chairperson.**

ARTICLE 8: LAYOFF AND RECALL

- 8.1a) In the event of a layoff, permanent employees shall be laid off by job classification within their department. The last permanent employee hired in a classification shall be the first permanent employee laid off in that classification, and the last permanent employee laid off in that classification

shall be the first permanent employee recalled to that classification subject to Article 30.2 and Article 39.3.

Seniority shall govern within the respective department, provided that the permanent employees affected are of equal skill, ability and competence.

- 8.2 A permanent employee laid off may exercise their bumping rights within their department in any job classification in their bargaining unit having a rate of pay the same as theirs or lower providing they are bumping a permanent employee with less seniority and they presently possess the required skill and ability to perform the job.
- 8.3 Should circumstances require a reduction of employees, part time/temporary employees shall be laid off first and then permanent employees starting with the least seniority.

There shall be no guarantee of hours for reassigned permanent employees affected by the layoff however their permanent status and benefits will be maintained unless they are laid off.

Permanent employees affected by the layoff and who possess the required skill and ability to perform the work will accept all of the shifts offered and all of the terms and conditions of employment applicable to the temporary or part-time work available. A permanent employee's recall rights shall not be affected by the fact that they have displaced a temporary or part-time employee. A permanent employee exercising their bumping rights will retain their rights to recall to their laid off classification.

- 8.4 In the event of a layoff the Employer shall discuss with the Union the job classifications to be laid off at least sixty (60) days before the effective date of the layoff, and confirm such in writing.
- 8.5 The Union shall be notified in writing of all employees being laid off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 30 and Article 40 Seniority.

ARTICLE 9: UNION REPRESENTATION

- 9.1 The Bargaining Committee of the Union shall be appointed by the Union and shall consist of five (5) representatives.

The Union will advise the Employer of its appointees to the Bargaining Committee prior to the commencement of negotiations.

- 9.2 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee.
- 9.3 The Union will advise the Employer of the names of the members of the Grievance Committee. Subject to the conditions of article 10.1, no more than three (3) members of the Grievance Committee shall meet with the Employer at any one time.
- 9.4 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the Employer.

9.5 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer representatives on Union business, or for bargaining for a collective agreement, shall be paid for such time at their basic hourly rate, and shift and licence premiums, not to exceed their regular daily hours of work. Where the employer requires a representative of the union to attend a meeting outside of the employee's regular work period, all such hours in attendance at such meetings shall be paid at straight time to a maximum of eight (8) hours.

The request will be in writing or by electronic mail in advance of a requested leave. Where ever possible, forty-eight (48) hours notice will be provided to the Employer.

- 9.6 a) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.
- b) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their supervisor of the nature and place of the grievance and the expected duration of their absence. Should the employee not be able to return to work within the expected duration of the absence, it is the responsibility of the employee to inform their supervisor that they will be late.
- c) Upon entering the section or work area of a supervisor, other than their own, the Grievance Committeeperson will inform that supervisor of the nature of the grievance they are investigating.

- d) If requested by the Grievance Committeeperson, the aggrieved permanent employee will be released to discuss their grievance, provided it will not cause a significant interference in their work schedule.
- e) The Employer will pay the Grievance Committeeperson and the aggrieved permanent employee, or one (1) representative in the case of a group grievance, at their basic hourly rate for the time spent processing grievances, provided such activity takes place on Employer premises and that all requirements of this Article have been observed by the Grievance Committeeperson and the aggrieved permanent employee or group representative.
- f) The Grievance Committeeperson will inform the aggrieved permanent employee's supervisor when the investigation is completed. The Grievance Committeeperson will also inform their supervisor of their return to their regular job.
- g) The Employer shall not be liable for the pay of any member of the Union executive or other permanent employee represented by the Union when involved in preparation for, or attendance at arbitration hearings.
- h) Grievances shall not be investigated or processed while the permanent employees involved are working overtime.
- i) There will be no abuse or excessive use of time spent investigating grievances.

- j) If the Union advises the Assistant Manager or Manager at least forty-eight (48) hours in advance of the meeting that the grievor will be attending, the Employer will notify the grievor of the meeting time and place and shall provide shift coverage in Department 1.
- 9.7 The Union President or designate will be relieved from work and allowed twenty (20) minutes to acquaint **one (1) new employee or the Union President and one (1) other representative or designate(s) sixty (60) minutes to acquaint three (3) or more new employees** with the Collective Agreement and the Union's function **during the third week of Transit Basic Course for Department 1 and within one (1) month of the hire date for Department 2.** The aforementioned twenty (20) minutes will be scheduled by the Employer. If the orientation is scheduled during non-working hours, a maximum of twenty (20) minutes straight time hourly rate will be paid.
- 9.8 In critical incidents, as referred to in Letter of Understanding #6, the Union President or designate shall be notified and may attend the scene. No Union Representative shall interfere with, impede or otherwise delay the accident investigation or completion of the accident report.
- 9.9 The Employer will notify the Union of the establishment of any committees where **Unifor** members have been asked to participate in order for the Union to appoint a representative if they so choose. Nothing in this clause precludes the Employer from appointing UNIFOR members to also sit on a committee (excluding standing committees).

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Step 1 Complaint Stage

It is understood that a permanent employee has no grievance until they have first given their Supervisor or the Assistant Manager or nominee in Department 1 or the Supervisor or Manager in Department 2 as the case may be, an opportunity of adjusting their complaint.

Such **complaint** shall be discussed with the **Supervisor or Assistant Manager or nominee**, within **seven (7) calendar** days after the circumstances giving rise to the complaint having occurred, and the **Supervisor or Assistant Manager or nominee** will render their decision within **seven (7) calendar** days following the day on which the **complaint** was presented. Failing settlement, it may then be taken up as a Step 2 grievance within **five (5) calendar** following the decision of **Supervisor or the Assistant Manager or nominee**.

There shall be no grievance investigation until Step 2 is invoked.

Failing settlement – then Step 2 may be invoked

Step 2

Within five (5) calendar days following the decision under Step 1, a Grievance Committee member or designate may submit the written grievance in person or electronically to the Manager (Department 1) Assistant Director (Department 2) or nominee.

The Manager (Department 1) Assistant Director (Department 2) or nominee will deliver their decision in writing within seven (7) calendar days following the day on which the Step 2 grievance is presented to them.

Failing settlement - then Step 3 may be invoked.

Step 3

Within **seven (7) calendar** days following the decision under Step 2, the Grievance Committee may submit the written grievance in person or electronically to the Employer's Director of Employee Relations or designate. A meeting will be held within seven (7) **calendar** days at which time the matter will be reviewed. The Director of Employee Relations or designate will deliver their decision within seven (7) **calendar** days from the date on which the meeting was held under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Clause 10.3.

10.2 A policy grievance arising directly between the Employer and the Union alleging a violation of this Agreement, in regard to which an individual permanent employee could not grieve, may be originated under Step 3. Failing settlement under Step 3, it may be submitted to arbitration in accordance with Article 11.

Such grievance by the Employer or by the Union as provided in this Clause, may be lodged at any time within twenty (20) full calendar days after the circumstances giving rise to such grievance occurred or originated.

10.3 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration **within 20 full calendar days**, as set forth in Article 11.

If no written request for arbitration is received within twenty (20) full calendar days after the decision under Step 3 is given **it will not be** eligible for arbitration.

10.4 Grievance responses shall be in writing and sent to the Union President, Chairperson and Union Representative who attended the meeting via email. **A copy will be provided to the grievor by the Employer.** Time limits contained herein may be extended upon mutual consent.

10.5 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the permanent employee(s).

10.6 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.

10.7 Where no answer is given within the time limits specified in the grievance procedure, the permanent employee(s) concerned, the Union and the Employer shall be entitled to submit the grievance to the next step of the grievance procedure.

10.8 The Employer will supply the necessary facilities for the grievance meeting.

10.9 A grievance arising from a complaint involving more than one (1) permanent employee may be considered a group grievance. The names of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee to be present at any step in the grievance procedure.

ARTICLE 11: ARBITRATION

11.1 Any grievance referred to arbitration must be referred to an agreed upon arbitrator appointed by the parties within six (6) months of the referral to arbitration or the grievance is considered withdrawn.

11.2 Any dispute or grievance which has been carried through all stages of the grievance procedure in accordance with the Collective Agreement and which has not been settled, will be referred to a single arbitrator pursuant to the Ontario Labour Relations Act, at the request of either of the parties hereto, (subject to time limits in Clause 10.3).

11.3 The expense of the arbitrator shall be shared equally between the parties.

11.4 The time limits fixed in both the grievance and arbitration procedure, may be extended by mutual consent of the parties to this Agreement.

11.5 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the grievor(s) and/or any

other relevant witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.6 The decision of the arbitrator shall be binding on both parties. The arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.

ARTICLE 12: DISCIPLINE, SUSPENSION, DEMOTION AND DISCHARGE OF ANY EMPLOYEE

12.1 The following procedure is meant as a guideline for the Employer's investigation of alleged misconduct of an employee. The same shall apply when interviewing employee witnesses.

a) When the Manager or designate deems it necessary to interview an employee, the employee will be interviewed in order to ascertain information as well as the employee's views on the matter. Care will be taken to ensure privacy during the interview. The Employer will advise employees or employee witnesses that a union representative may be requested for any discussions with the Employer where discipline could result. Where union representative is requested, a union representative will be present. For the purposes of clarity, the parties agree that the

aforementioned union representation does not pertain to meetings regarding operational or non-disciplinary performance issues. If an employee is required to meet alone with more than one member of management for a discussion, the employee may request union representation, and such representation shall not be unreasonably denied. Employees who decline union representation will sign a waiver to that effect. Such waiver will be signed prior to any interview occurring.

- b) Upon completion of the Employer's investigation, the employee and the Union will be provided (electronically or in writing) a description of the conclusion(s) reached.
- c) Nothing in this Article shall be construed as restricting the Employer's right to stand down with pay or suspend without pay an employee pending the outcome of an investigation.
- d) When standing down or suspending an employee the Union will be informed **in a timely fashion**.

12.2 When disciplining an employee in writing, a copy of such notice shall be given to the Union. Such notice may be given verbally to the employee in question, prior to confirmation in writing.

12.3 A claim by a permanent employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at Step 3 of the grievance procedure within **seven (7)**

calendar days after the discharge, suspension or demotion and the first steps of the grievance procedure will be omitted in any such case. Suspensions will not be served until Step 3 of the grievance procedure has been completed.

Such special grievance may be settled under the grievance and arbitration procedure by:

- a) confirming the Employer's action in dismissing, suspending or demoting a permanent employee; or
- (b) re-instating the permanent employee with full compensation and seniority for the time lost; or
- (c) by any other arrangement which is just, in the opinion of the parties, or the arbitration board, if appointed.

12.4 Management, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than twenty-four (24) months previous to such incident.

Discipline imposed as a result of a preventable collision will remain on file until the operator has twelve (12) clean months of preventable collision free driving.

12.5 a) In the event that Management receives any complaint which will form the basis of current or future discipline against an employee(s), the employee(s) will be provided with a copy of such complaint (including any documentation) prior to any meeting with the Assistant

Manager or above, and will have the opportunity to review the complaint with a union representative immediately prior to any meeting with management. Only signed customer complaints against an employee will be considered for disciplinary purposes or become part of any employee's personnel file.

- b) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to Grand River Transit within thirty (30) days of the incident in question. If such complaint is not received within the above time limit, the incident/complaint will not be considered for discipline, unless such complaint falls within the scope of the Criminal Code. **Such complaint will not become part of the employee's Human Resources file.** A photocopy will also be presented to a member of the Union Executive.
- c) Nothing herein will prevent GRT from interviewing employees concerning verbal complaints or emails. However, verbal complaints or emails must be followed by a written complaint to result in disciplinary action. Such record may be kept for twenty-four (24) months of the incident.

12.6 The Union shall provide a list of representatives. The Employer will be able to choose from these representatives based on proximity and availability. The Union reserves the right to modify this list. This does

not preclude the Union from requesting issue specific representatives.

ARTICLE 13: SPECIFIED HOLIDAYS

13.1a) The qualifying year for Conventional Operators shall be from November 1st to October 31st

b) The qualifying year for Specialized Operators and Dispatchers/Reservationists shall be from January 1st to December 31st of the current year.

13.2 Each permanent and temporary employee covered by this Agreement is entitled to twelve (12) paid specified holidays regardless of the day on which the holiday occurs, and who has worked their regular shift on their regular work day preceding such holiday and the regular work day succeeding such holiday, or has obtained authorized leave of absence for such work day, the Employer has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they are scheduled to do so. The holidays to which this will apply are:

New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day.

Part time employees who have passed probation are not entitled to paid specified holidays (Easter Monday and Remembrance Day).

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called the floater holiday. The individual scheduling of this floating holiday will be scheduled based on the proxy process outlined below.

Employees signed to a piece of work for a week in which a holiday falls, shall be paid shift value for that holiday.

If the Specified Holiday falls within the employee's annual vacation the employee may choose to receive an extra day's pay in the week following the specified holiday or an extra day off (lieu day) to be taken within the same calendar year. The decision as to which shall apply must be made by the employee during the respective vacation sign-up.

With the exception of Easter Monday and Remembrance Day, if the Specified Holiday falls on an employee's day off the employee may choose to receive an extra day's pay in the week following the specified holiday or an extra day off to be taken within the following 12 months. The decision as to which shall apply must be made by the employee during the respective bidlist sign-up.

The Employer will make available a schedule for vacation/lieu/floater specified holiday days off as outlined below. It is understood that these shifts may be covered with part-time employees.

CONVENTIONAL OPERATIONS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	7	4	2
	Christmas	7	6	4
	Winter	7	4	2
	Spring	7	4	2
	Summer	7	6	4
Cambridge Service Area	Fall	3	2	1
	Christmas	5	4	2
	Winter	3	2	1
	Spring	3	2	1
	Summer	5	4	2

Effective January 1, 2015:

CONVENTIONAL OPERATIONS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	7	4	2
	Christmas	8	6	4
	Winter	7	4	2
	Spring	7	4	2
	Summer	7	6	4
Cambridge Service Area	Fall	3	2	1
	Christmas	5	4	2
	Winter	3	2	1
	Spring	3	2	1
	Summer	5	4	2

MobilityPLUS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	1	1	1
	Christmas	1	2	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	2	1
Cambridge Service Area	Fall	1	1	1
	Christmas	1	1	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	1	1
Dispatch	Fall	1	1	1
	Christmas	1	1	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	1	1

For the initial scheduling of lieu days, floater, specified holidays and single vacation days for the same board period being signed, a proxy form will be submitted no later than forty-eight (48) hours after the completion of the signup and shall be granted by the employee's seniority. After posting the schedule of lieu days, floater, specified holidays and single vacation days resulting from the proxy process, the remainder of the aforementioned days will be granted on a first come first serve basis.

The following qualifications will apply to the floater holiday:

- a) it must be taken during the calendar year

- b) failure to take the floater results in the unused floater being paid out in January.
- c) the floater holiday will not apply to employees unless they have been employed by the Employer thirty (30) days before the third Monday in February.

13.3 This Article does not apply to employees in receipt of Long Term Disability benefits.

13.4 Employees who have been absent and without pay from the Region for any reason for more than thirty (30) calendar days shall not qualify for future specified holidays until their return to active employment.

ARTICLE 14: LEAVE OF ABSENCE

14.1 Leave of absence without remuneration will be granted for Union business and may be granted to any permanent employee up to a maximum of three (3) months.

During such leave of absence, no permanent employee may accept employment for wages or salary except with the Union or any other labour organization affiliated to the Canadian Labour Congress. Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Employer and the Union.

14.2 a) Not more than two (2) permanent employees at any one time may be granted unpaid leave of absence to work in an official capacity for the Union for any period up to three (3) months.

14.2 b) Up to six (6) Union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union business. Such leave shall not cause a significant impact on the employer's ability to meet service requirements.

All requests for such leave must be made in writing to the Director, Transit Services or designate with a copy to the Director, Employee Relations or designate, and be signed by the President of the Union or designate and the permanent employee(s) concerned.

14.3 Notwithstanding the provisions of 30.2(d) & 40.3(d), unlimited leave of absence without remuneration may be granted by the Employer to no more than one (1) permanent employee to work in an official capacity in a full-time position as a representative of the Union. All requests for such leave must be made in writing to the Director, Employee Relations and be signed by the Union and the permanent employee concerned.

14.4 **Personal Leave of Absence**

The Employer may grant leave of absence for any reason it sees fit, but under no circumstances shall a leave of

absence be granted for the purpose of engaging in work outside the Employer's service. Unpaid leaves of absence shall only be considered once all floaters or lieu days have either been used or paid out. Such unpaid leave of absence shall not be unreasonably requested or withheld.

14.5 Upon request, the Employer will provide Compassionate Care Leave in accordance with the provisions of the Employment Standards Act to an employee who is providing support or participating in the care of a family member with a terminal illness.

Family member is defined as an employee's spouse, including common-law or same-sex partner; child, including step child or foster child; or parent, including step-parent or foster parent.

14.6 Pregnancy/Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act.

The Region shall pay the two (2) week Employment Insurance waiting period of leave at seventy-five percent (75%) of the current weekly earnings.

The fifteen (15) week entitlement under Employment Insurance shall be topped up by the Employer so that the employee receives seventy-five percent (75%) of her current weekly earnings.

Both payments above shall be paid retroactively after proof is provided that the employee is in receipt of EI benefits.

14.7 Family Time

Permanent full-time employees are entitled to utilize up to five (5) days of accumulated sick leave in a calendar year, to attend to family illness. Family members are defined as an employee's: spouse (including common-law or same-sex partner); child (including step child or foster child); or parent (including step parent or foster parent).

ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT

15.1 Permanent employees who are required to serve as jurors or subpoenaed witnesses in any court shall be granted leave of absence for these purposes. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Prior to jury duty or as a subpoenaed witness, such permanent employee shall present to their Director, Transit Services, a satisfactory certificate showing the period of such service.

15.2 Such permanent employee will be paid their crew/shift value based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the **Commissioner, Human Resources and Citizen Service** or designate, the full amount of compensation received, less the amount earned on their

days of rest, excluding mileage and travelling expenses, and an official receipt therefore.

- 15.3 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because he/she performed jury or witness duty.
- 15.4 If a permanent employee is subpoenaed by the Employer to appear as a witness for or on behalf of the Employer on a signed for scheduled day off, the employee will be paid their crew/shift value providing they present to the Director, Transit Services a satisfactory certificate showing the period of such service, and further provided they deposit with the Chief Financial Officer and Treasurer of the Employer the full amount of compensation received from the court.

The intent of Article 15.4 is that only in instances where the Employer is subpoenaing the permanent employee will payment be made. If the subpoena is issued on behalf of anyone else this language does not apply.

- 15.5 An employee who is charged with an offence for any act or omission arising out of carrying out the employee's duties may have their legal costs paid by the employer in accordance with the Region's Bylaw titled "A By-law to Provide for the Indemnity and Defence of Councillors and Employees of the Regional Municipality of Waterloo Against Liability Incurred while Acting on Behalf of the Regional Municipality" Bylaw number 95-036. A copy of this bylaw will be made available to any employee upon request.

ARTICLE 16: BEREAVEMENT PAY

16.1 In case of a death of a permanent employee's spouse, father, mother, stepfather, stepmother, child or stepchild, the Employer shall grant a leave of absence of five (5) consecutive working days to the permanent employee with pay based on their crew/shift value. Such days are to be taken within either five (5) working days before or after the day of the funeral.

In the case of a death in the immediate family of a permanent employee, the Employer shall grant a leave of absence of three (3) consecutive working days to the permanent employee with pay based on their crew/shift value. Such days to be taken within either five (5) working days before or after the day of the funeral.

"Spouse" shall be defined as per government regulations. The term "spouse" shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Human Resources division in the manner and form prescribed by the Employer.

"Immediate family" shall be deemed to mean - brother, sister, mother-in-law, father-in-law, grandparents or grandchild.

16.2 In respect to attendance at the funeral of a step-brother, step-sister, brother-in-law, a sister-in-law, spouse's

grandparents, son-in-law, or daughter-in-law, the Employer shall grant a leave of absence of one (1) day to the permanent employee with pay, based on their crew/shift value of their normal scheduled work day.

16.3 Where an employee is a pall bearer for a present employee or a retired employee of ten (10) years of service or more, such employee will be granted a one (1) day paid leave to act as a pall bearer.

ARTICLE 17: MEDICAL EXAMINATIONS

17.1 Employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate specifying the individuals capabilities and limitations as they relate to the job duties from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Supervisor and/or Assistant Manager by the employee prior to coming to their work assignment. The Employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Employer.

17.2 An employee may be required to submit to an examination by the Employer's medical examiner or by another physician selected by the Employer. The employee and the Employer shall be entitled to a copy of the report of such examination. The Employer will pay the cost of the medical examination.

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Employer without consent of the employee, who may wish to use the same in support of a claim for special consideration.

17.3 Permanent employees who are required to undergo a Ministry of Transportation medical in order to maintain a driver's licence, and such licence classification is a condition of employment, will have the cost of such medical paid for by the Employer.

ARTICLE 18: INVESTIGATIONS OF ACCIDENTS / INCIDENTS

18.1 All employees involved in a collision while on duty must remain at the scene of the collision and report it to a supervisor immediately. All employees must complete their initial accident/incident reports at the scene of the accident/incident and complete same within their scheduled hours of work. In certain instances Management will direct that the accident/incident report be completed after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay, but the

report shall still be completed on the Employer's premises. Where an employee is unable to complete the accident/incident report the day of the accident/incident due to a reason acceptable to the Employer, the report must be completed by noon the following day at a time outside of their scheduled hours of work (i.e. not relieved) at the appropriate rate of pay. In all cases the completion of the accident/incident report shall be on the Employer's premises. The parties further agree that Article 34.1 is not applicable. One (1) Union representative will be on the Collision Review Committee. In the event an employee is assessed as having a preventable accident/incident, the parties agree that the penalty will not form part of the employee's file until such time as the appeal process has been completed.

Accident appeals shall have at least one management staff who has bus driving experience.

ARTICLE 19: OPERATIONS AND UNION MANAGEMENT COMMITTEES

19.1 There shall be an Operations Committee. The Union shall appoint eight (8) members to the Committee as follows:

- two (2) from North Conventional
- one (1) from South Conventional
- one (1) from North Fleet
- one (1) from South Fleet
- one (1) from Specialized Vehicle Operators (North)
- one (1) from Specialized Vehicle Operators (South)
- one (1) from Specialized Dispatcher/Reservationist

19.2 The Employer shall appoint members from its supervisory staff as required.

19.3 The Operations Committee shall meet **six (6) times per year**. Employees attending Operations Committee meetings who have been relieved from their scheduled duties to attend such meeting, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of three (3) hours. Meeting times as above shall not be deemed to be time worked for the purpose of calculating overtime or spread time pay.

Operations Committee meetings shall deal with matters pertaining generally to the welfare of both parties to this Agreement. Improvement in service and operations shall be discussed. Terms of Reference shall be reviewed annually during a regular meeting.

19.4 Meetings of Union Management Committee, with not more than seven (7) employees, who are members of UNIFOR Local 4304, two (2) of whom shall be part of the Union Executive, shall be held monthly or at a time mutually agreed upon by the parties. The parties agree to forward agenda items in writing seven (7) days in advance of the meeting. If no agenda items are received the parties mutually agree to cancel the meeting. It is agreed that such meetings are for the sole purpose of discussing issues arising from the application or interpretation of the collective agreement. Matters which are the subject of open grievances which have been filed shall only be discussed at the union management meetings with the agreement of both parties and only where all other matters on the agenda have been dealt with.

19.5 There shall be **two (2)** scheduling committees. **One** for Conventional Operations and one for Mobility*PLUS*. The Scheduling Committees shall meet five (5) times per year. **At least one (1) meeting will be attended by either the Director of Transit or the Director of Employee Relations.** Employees attending Scheduling Committee meetings who have been relieved from their scheduled duties to attend such meetings, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of two (2) hours.

The Union shall appoint three (3) members to **represent** Conventional Operations **KWSA**, two (2) members to **represent** Conventional Operations **CSA** and two (2) **members** to the Mobility*PLUS* Committee.

Improvement in service and scheduling shall be discussed. Terms of Reference shall be reviewed annually.

ARTICLE 20: BULLETIN BOARDS

20.1 Locked (at the Union's expense) bulletin boards shall be provided in all departments for Union purposes. The Union shall have the right to post general notices of Union activities but shall not, however, post notices which are of a civic or personal nature or notices which are derogatory.

ARTICLE 21: EMPLOYEES

21.1 There shall be various categories of employees. There shall be permanent employees, temporary employees, part-time employees and apprentice employees.

Permanent Employees - shall be any regular full-time employee filling any position covered by and holding seniority rights under the terms of this Agreement. Permanent employees are the only employees coming within the entire scope of this Agreement.

Part-Time Employees - part time employees may be employed but shall not exceed a maximum of twenty per cent (20%) of the total **Unifor** Local 4304 workforce. **Unifor** Local 4304 retirees would be deemed to be excluded from the maximum of twenty per cent (20%) number. Such part time employees shall not work in excess of **thirty-two (32)** hours in a week. Part time employees shall be used only to supplement the full time work force. **The purpose of the part time bid list is to improve the quality of work for the full time staff.**

Weekend shifts will be made available to part time employees to sign. All of the shifts on the part time weekend bid list must be signed by part time employees. Part time employees can sign for a maximum of one (1) weekend shift per week by seniority. If all of the part time weekend shifts are not filled, part time employees will be able to sign for more than one (1) weekend shift per week. Remaining open shifts will be assigned by reverse seniority.

The employer agrees to provide the Union on a weekly basis, a full report from both north and south divisions of all hours and shifts worked by part time employees.

The purpose of part time employees is to enable the Region to meet its operational requirements when full time employees are not available for their regular schedule, **and to provide weekend work.**

Part-time employees are within the scope of this Agreement only insofar as basic pay, travel time, report time, lunch (travel time, report time and lunch not to be included in hours worked), check off, and the Grievance and Arbitration Procedure in respect to discipline only.

The parties agree to meet to discuss part time employees in Fleet and Mobility Plus over the life of the collective agreement.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months. Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment. Any temporary employee retained for a period of more than ten (10) months shall automatically become a permanent employee. Temporary Employees shall be used to replace permanent employees on extended absences (i.e. a week or more). In Specialized only, temporary employees may be used to cover vacation.

Temporary employees are within the scope of this Agreement only insofar as basic pay travel time, report time, lunch, check off, and the Grievance and Arbitration Procedure in respect to discipline only.

ARTICLE 22: PAY PERIOD

22.1 The interval between pay days shall be no longer than seven (7) calendar days.

ARTICLE 23: COPIES OF AGREEMENT

23.1 The cost of printing copies of this Agreement, which shall be printed in a unionized shop, shall be borne by the Employer.

ARTICLE 24: JOB SECURITY

24.1 No employee who has completed their probationary period shall be laid off as a result of the Employer exercising its right to contract out.

24.2 In the case of warranty work, the Employer shall endeavour to have such warranty work completed by appropriate agents of the original equipment manufacturer (OEM). When viable, the Employer will arrange to provide training and courses that will furnish the bargaining unit employees with such certification necessary to complete such warranty work. In such cases where the OEM agrees and it is viable for the Employer, a Regional employee with such certification may complete such warranty work.

24.3 Where practical and viable, should the manufacturer's agent perform the work at the Employer's facility, a tradesperson shall be assigned to accompany and assist the agent performing the work. The Employer agrees to provide these work assignments at a minimum of twelve (12) times per calendar year.

24.4 No less than thirty (30) days before the Employer makes a recommendation to any Committee of Council to contract out work or services that could be performed by employees of the bargaining unit, the Employer shall make available to the Union any relevant information in its possession if requested,

and which it can reasonably obtain that may be required by the Union to evaluate the work to be undertaken in order to discuss the matter with the Employer.

24.5 The Employer agrees to review the ridership statistics with respect to Bus Plus with the Union on a semi annual basis. At the point that Bus Plus ridership statistics warrant conversion to a Conventional route, the employer agrees to review the transition plan and identify any issues, solutions and timelines for implementation.

24.6 The Employer agrees to review the ridership statistics with respect to Mobility*PLUS* contracted services with the Union on a semi annual basis.

ARTICLE 25: VEHICLE SAFETY AND DRIVER'S LICENCE

25.1 It is to the advantage of both the Employer and the employees that employees should not operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee refuses to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

25.2 It is a condition of employment that an employee at all times shall hold a valid driver's licence in the required licence classification. Further, it is the obligation and responsibility of

the employee to immediately inform the supervisor in writing of the loss of driving privileges and/or driving prohibition and/or the change in any classification. In any case, where an employee has lost their driving privileges, they shall immediately be prohibited from operating any Regional motor vehicle. Upon notification of loss of driver's licence and/or driving prohibition, the employee will be laid off from work for the same period and length of time that the employee cannot perform all regular duties.

Where an employee has had their licence suspended or received a reduction in a required licence classification for medical reasons, the employee shall immediately advise their supervisor. The Employer agrees to provide reasonable accommodation to the point of undue hardship in such cases.

ARTICLE 26: EMPLOYEE BENEFIT PROGRAM

26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the by-laws of the Employer. **Employees who have been absent and without pay from the Region for any reason for more than thirty (30) calendar days shall not accrue vacation and sick leave entitlement. This includes employees on LTD and WSIB benefits.**

26.2 An outline of the Hospital and Medical Care Plans, Group Life Insurance, Basic Dental Plan, Extended Health Care, Long Term Disability Plan, Workplace Safety Insurance Benefits, Sick Leave and Pension benefits is contained in Schedule "C" attached hereto and forming part of this Agreement.

ARTICLE 27: HEALTH AND SAFETY

27.1 The Employer agrees to make all reasonable provisions for the health and safety of all employees during working hours by providing the necessary safety devices, clothing or equipment that may be required for the protection of its employees. The Employer will further attempt to resolve health and safety issues in an effective and efficient manner within reasonable time frames. The employees will co-operate by observing safety practices.

The Employer further agrees to maintain for the life of the agreement the current standards as laid out in the Occupational Health and Safety Act R.S.O. (1990) as a minimum standard in effect as of the date of ratification of this agreement pertaining to:

- a) Joint Health and Safety Committee (s. 9 of OHSA)
- b) Company Duties (s. 25 OHSA)
- c) Disclosure of Information [ss. 26 (1)(c)(d)(e)(f)]
- d) Right to Accompany Inspectors (ss. 54 (3))
- e) Right to Refuse Unsafe Work (s. 43)
- f) **Workplace Violence Policy (s. 32.0.1)**

27.2 The Employer will pay the cost of legislated certification training for all labour members of the Joint Health and Safety Committees. Such training could be provided by the Workers Health and Safety Centre or any other WSIB certified training centre.

27.3 With respect to workplace harassment, and in accordance with **the** Ontario Occupational Health and Safety Act, the Employer agrees to develop and maintain a written policy

with respect to workplace harassment as well as a program to implement this policy.

27.4 With respect to workplace violence and in accordance with **the** Ontario and the Occupational Health and Safety Act, the Employer agrees to develop and maintain a written policy addressing workplace violence and a program to implement this policy.

The Employer further agrees to provide the Joint Health and Safety Committee with a written copy of any risk assessment(s) completed and any subsequent reassessments.

ARTICLE 28: TECHNOLOGICAL CHANGE

28.1 Technological change shall be defined as the introduction of equipment different in type from that previously utilized which negatively affects an employee's employment status such that the person is declared redundant or the hourly rate of pay is reduced. The Employer agrees to notify the Union of such technological change as far in advance of its intentions and plans but at least sixty (60) days in advance of the introduction of the change.

Such notice shall be given in writing and shall contain pertinent data including:

- a) the nature of change (e.g. changes to working conditions, terms and conditions of employment, and skills required)

- b) the approximate date of which the Employer proposes to effect the change
- c) the approximate number, type and location of employees likely to be affected by the change.

The Employer shall provide the Union with regular information updates.

The parties shall meet to discuss the following options, in the order listed, for any employee whose position is declared redundant or who is affected by displacement as a result of technological change:

- a) placement in a vacant position of equal or lesser classification for which the employee possesses the skills and ability;
- b) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period;
- c) training at the Employer's expense, for a period of time not to exceed two hundred and forty (240) hours over two months, if needed to provide the employee with the skills required by the new method of operation or to fill an existing vacancy of equal or lesser classification.

DEPARTMENT # 1

ARTICLE 29: PROBATION OF EMPLOYEES

Note: Where there is language listed in department #1, language applies equally to Conventional and Specialized Transit unless it is specified by an asterisk (**).

29.1 All persons hired to be permanent employees, shall be on probation for ninety (90) days worked. **All part time Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked.** The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

ARTICLE 30: SENIORITY

30.1 The Employer will provide the Union President a seniority list for department #1 twice per year, showing names, positions and seniority date of each permanent employee.

The employer will provide the Union President with an electronic report listing contact information for all bargaining unit employees twice per year.

30.2 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;

- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship.
- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is lesser;
- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled. These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

30.3 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills, qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit. The Employer agrees that it has the duty to accommodate to the point of undue hardship in accordance with the Ontario Human Rights Code.

30.4 A permanent employee, transferred or promoted to a position outside of the bargaining unit or to a different seniority list, but within the Transit Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit or to a different seniority list, unless prior to the expiration of three (3) calendar months they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of **one (1) week** prior to their return.

- b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of

the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee continuously acting in a temporary supervisory position shall accumulate seniority and pay union dues for up to six months. **The employee shall not sign for bidlist work while in a temporary supervisory position. When they return they will displace a temporary employee for the remainder of the sign-up. The vacancy resulting from the employee acting in a temporary supervisory position may be assigned to a temporary employee for the remainder of the current sign-up.** If the employee continues in this position after six (6) months (but not to exceed twelve (12) calendar months), the permanent employee's seniority will be frozen and no Union dues will be deducted. **Once the employee returns to the bargaining unit, they are not eligible for re-assignment to a temporary supervisor position for three (3) months.**

30.5 A part-time employee or temporary employee who is hired to a permanent employee without a break of at least two (2) weeks in service shall be credited with one half ($\frac{1}{2}$) of their in-service hours worked towards their probationary period to a maximum -forty five (45) days. **Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked.**

30.6 There shall be two seniority lists in department #1. One list shall be for Conventional Transit Operations staff and one shall be for Specialized employees. There will be divisional seniority lists (north and south) for the purposes of Article 32 (Vacation), Article 33 (Overtime) and Article 36 (Sign up).

There shall be three (3) part-time seniority lists as follows. Placement on seniority list shall be based on hours worked since last date of hire.

- 1) Part time Conventional
- 2) Part-time Specialized Transit
- 3) Part-time Department 2 – Fleet

30.7 Employees shall not accrue seniority until they have completed their initial training period.

ARTICLE 31: JOB POSTING

31.1 The Employer will place a permanent job posting in all departments covered by this Agreement. Interested members of the bargaining unit may place an application at any time. All applicants shall be considered when vacancies occur. When a full time vacancy becomes available the employer must fill a vacant position within six (6) weeks from the date the vacancy occurs. **Where the Employer is not intending to fill the vacancy the bargaining unit will be notified within thirty (30) days of the position becoming vacant.**

31.2 In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the

permanent employee with the greater seniority shall be selected. Any posting that is not filled by a permanent employee shall be offered to the most senior part-time/temporary employee (excluding retirees) who already possesses the required skills, qualifications, competence and ability to perform the work available.

External applicants shall not be considered until the internal hiring process has been completed and management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

31.3 The Union shall be advised by email as to the outcome of all job postings, cancellations, **hirings, rehiring's, terminations on a weekly basis.** An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

31.4 The Union shall be notified in writing of all appointments, promotions, layoffs **of employment on a quarterly basis.**

31.5 a) A vacancy for a supervisor in department #1 shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #1 however, the Employer shall not be obligated to select a Supervisor from the applications submitted from department #1.

b) An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the grievance and arbitration procedure.

31.6 If the Employer declares a vacancy in either the north or the south division, employees on the same job description in the other division will be entitled to apply under the following conditions.

There will be a list kept where employees can add or delete their names. This list will keep track of the employees wanting to change locations (North or South) or classifications in both Conventional and Mobility Plus. In order to be considered an employee's name must be on the list by 8:00 am on the day that the vacancy occurs. This list will be used to fill job postings in order to expedite the process.

- a) If the vacancy is in the north division, employees in the south division will be entitled to apply and vice versa. One move each way only. The employee transferring will assume the open shift created by the movement.
- b) The resulting open shift from employees transferring will only be offered to spareboard operators whose seniority is less than that of the operator being replaced in that location and if taken by a spareboard operator, the most senior part-time employee will be offered a permanent position and will assume the spareboard shift.

If the resulting open shift is not filled by a spareboard operator in that location, the most senior part-time employee will be offered a permanent position and move into the shift left vacant by the transfer mentioned above.

- c) In the event that no permanent employee in the classification wishes to transfer as outlined in a) above, other permanent

employees in different classifications will be considered for the vacancy prior to part-time employees.

ARTICLE 32: VACATIONS

32.1 Vacations must be taken within the twelve (12) month period commencing the winter sign-up in each year and vacations shall not be accumulated. Permanent employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying one (1) week's vacation to the next vacation period. In exceptional circumstances, employees may request to carry forward more than one week with the approval of the Director, Transit Services and the Director, Employee Relations. Requests shall be made in writing to the Director, Transit Services or designate at least two (2) months in advance of the vacation sign-up. This request must include an explanation of why it is necessary to carry the vacation over and the vacation must be taken in the next calendar year. Granting of such requests will be at the sole discretion of Management. Where such permission is granted, the one (1) week carry-over must be signed for in accordance with the normal vacation signup procedure the next vacation signup. Employees with five (5) weeks vacation or more could access a week of single days. They would need to notify the Director, Transit Services or designate two (2) months in advance of the vacation sign up of their intention to book a week of single days.

32.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis:

Vacation entitlement shall be determined as follows:

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year – But less than 2 years	2 weeks
Not less than 2 years - But less than 7 years	3 weeks
Not less than 7 years – But less than 15 years	4 weeks
Not less than 15 years - But less than 23 years	5 weeks
Not less than 23 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

32.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holiday, and shift premiums in addition to gross hourly wages earned including overtime.

32.4 a) In the vacation year, permanent Conventional employees shall receive forty-two and one-half (42 ½)

hours pay for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of November of each year.

- b) For Specialized employees, vacation pay shall be forty (40) hours for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of January of each year.

32.5 When the employment of a permanent employee is terminated, they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.

32.6 The vacation sign-up shall be conducted in the following manner. By November 1st and thereafter each year, the following shall be posted by Management:

- a) a vacation entitlement list, listing the number of weeks each permanent employee is entitled to in the upcoming vacation period. Employees are listed according to seniority.
- b) a vacation schedule for the following calendar year, detailing the actual vacation weeks and the number of permanent employees eligible to sign in each week.
- c) a vacation sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Employees are listed according to seniority.

d) the dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The vacation sign-up shall be held at the location listed on the vacation sign-up schedule. The vacation sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the vacation sign-up schedule). The vacation sign-up shall be conducted by **two (2)** representatives of the Union. The Union representatives shall be paid by the Employer.

Permanent employees shall be prepared to sign on the date and at time requested. A sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee shall be determined. Permanent employees are listed according to seniority.

Employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the employee appointing the proxy, and shall be submitted to **the Union** prior to commencement of the vacation sign-up. Any permanent employee who fails to sign up by a means previously stated, within their time period, shall have their vacation scheduled at the discretion of the Union representatives conducting the sign-up.

32.7 No permanent employee shall be entitled to initially sign for more than **two (2)** weeks vacation during the period commencing with the fourth Monday in June and ending with

the Sunday before Labour Day. However, any employee entitled to four (4) or more weeks vacation may **elect to hold one (1) week on the premise of obtaining an** additional week during the above period. Any employee may elect to hold back week(s) to sign later on with another employee. Any employee choosing **the options above** shall notify the Union President or nominee conducting the sign-up.

**Vacation weeks that were “held back” will be inserted into the vacation sign up holiday spare number that corresponds to the seniority of the operator who held the week back. In addition, when operators leave the employ of the Region thus creating “open” weeks in the vacation board, it will be adjusted prior to each work sign up. These adjustments will ensure that holiday spare work is aligned in seniority order.

32.8 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer having regard to seniority and the work and service required to be done and provided.

32.9 Vacation pay shall be paid by the Payroll Division in accordance with the vacation schedule completed by permanent employees in accordance with Article 32.6

32.10 Employees who are returning from Long Term Disability benefits will be entitled to unpaid vacation time based on their vacation entitlement.

32.11 This Article does not apply to employees in receipt of Long Term Disability Benefits and employees on an approved leave of absence or in an unpaid state by the Region in excess of 30 days (excluding employees on an approved

ESA leave or approved WSIB claim where benefits continue).

ARTICLE 33: HOURS OF WORK AND OVERTIME

33.1 The standard work week for permanent and temporary employees in Department #1 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period, commencing with a Monday, and shall be paid a minimum of eight (8) hours pay per day worked. Failure to perform the work as assigned will result in forfeiture of the minimum for the day. It is understood that the provisions of this Article shall not be a guarantee as to hours of work per week, nor as a guarantee of working schedules. For purpose of this Article, computation of eight (8) hours shall include start up time and lunch time. A permanent or temporary employee who is required to work on their scheduled days of rest shall be paid in accordance with Article 33.12 . This Article shall not apply to employees called-in to work under the provisions of Article 34.

33.2 Permanent, Temporary and Spare-Board Operators will be provided with two (2) designated days of rest within any seven (7) consecutive day period, commencing with a Monday.

Voluntary Assignments (VA's) will be filled by available permanent employees and or part time employees.

If insufficient operators volunteer or accept such work, the Employer reserves the right to re-assign the work to any available operator on a reverse seniority basis, unless it is

an operator's scheduled day off. The posted paid hours of pay shall apply.

33.3 Days off are established in relationship to routes and schedules and, therefore, any rearrangements of days off as between Operators shall be subject to the approval of the Assistant Manager or nominee. It is agreed that time worked under the terms of this section shall not be used in calculating overtime under the provisions of Article 33.12.

33.4 a) All permanent and temporary Conventional employees shall be paid at the rate of time and one-half ($\frac{1}{2}$) for all work in excess of eight (8) hours and thirty (30) minutes in any one day. Appropriate government legislation will be observed for the purpose of calculating overtime payment where required. **There shall be no pyramiding of premiums.**

b) All permanent and temporary MobilityPLUS employees:

- for five (5) day work schedules overtime will be paid after eight (8) hours and thirty (30) minutes.

- for four (4) day work schedules overtime will be paid for all hours worked beyond the regularly scheduled hours on the bidlist. In any event, overtime will not be paid on any shift less than eight and one-half (8.5) hours per day.

33.5 a) Permanent and temporary Conventional employees shall be paid for all scheduled breaks of less than one (1) hour. This Clause will not be in effect while an

employee is on a designated rest break and/or eating period.

- b) Specialized Operators shall have a one (1) hour paid lunch break for shifts of nine (9) hours or more or one-half ($\frac{1}{2}$) hour paid lunch break for shifts up to nine (9) hours.
- c) Dispatchers/Reservationists shall be scheduled for two (2) fifteen minute paid breaks and have one half ($\frac{1}{2}$) hour unpaid lunch break. These breaks shall be scheduled by management.
- d) Specialized Operators scheduled breaks shall not fluctuate from the bidlist by more than fifteen (15) minutes.

33.6 Permanent and temporary employees in Department #1 shall be obliged to perform work up to but not in excess of forty-eight (48) hours per week, provided that with respect to any work in excess of forty-five (45) hours, the Employer will attempt to allot such work, if any, so as to take into account the reasonable requests of permanent and temporary employees with respect to personal commitments made prior to the allocation of such work so as to minimize so far as practicable, the interference that such work might have with such commitments.

33.7 a) Permanent and temporary employees shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) for all time worked in any one work day after eleven (11) hours of spread time. Spread time on scheduled runs shall not exceed twelve and one-half ($12 \frac{1}{2}$) hours.

- b) Management will notify the Union of their intent to implement any new three (3) piece work crews and will discuss their intent with the Scheduling Committee prior to posting the new signup.

Travel Time Allowance – Conventional Operations

33.8 a)** Travel allowance for Department 1 permanent or temporary employees shall be paid in accordance with the following.

Town is defined as a relief point for any location other than a garage. When “towns” are at differing locations on a specific crew appropriate travel time will be paid.

Straight Crews

Will be defined as any crew consisting of two (2) or more pieces of work with a break(s) of sixty (60) minutes or less.

If the start location of the day’s work differs from the end location of the day’s work a travel allowance will be paid between the two locations. In addition, if the end location of a piece of work differs from the start location of the next piece of work a travel allowance will be paid between the two (2) locations.

Split Crews

Will be defined as any crew consisting of two (2) or more pieces of work with at least one (1) break greater than sixty (60) minutes.

For two (2) piece split crews, if the start location differs from the end location of a piece of work, a travel allowance shall be paid between the two (2) locations.

For multi-piece split crews, if the break(s) between pieces of work is sixty (60) minutes or less, the adjoining pieces of work will be treated as a straight crew for the purpose of calculating travel time. If the break(s) is greater than sixty (60) minutes, the travel time allowance will be calculated using the process for split crews.

For multi-piece split crews, the lunch break must fall in the largest split.

For the purposes of calculating the payment of travel allowance, the travel time allotted to the corresponding actual distance between relief points shall be used. The actual distance and the corresponding travel allowance are identified in the following manner:

Travel Time Allowance	
Actual Distance	Time Paid
0.5 km	0 minutes
0.5 km < 2.0 km	10 minutes
2.0 km < 3.5 km	15 minutes
3.5 km < 5.0 km	20 minutes
5.0 km < 6.5 km	25 minutes
6.5 km < 8.0 km	30 minutes
8.0 km < 9.5 km	35 minutes
Every extra 1.5 km	Extra 5 minutes

Note: If travel is incurred during a period which is already being paid, additional travel allowance shall not apply.

The only exception to the travel time allowance table above shall be for the Boardwalk relief point which will be forty (40) minutes.

33.8 b) ** Travel Time allowed as foresaid shall not be deemed time worked for the purpose of calculating overtime pay and/or spread time pay.

33.9 a) The Employer shall pay each Conventional employee, a fifteen (15) minute report time when starting at the garage and a five (5) minute report time when starting anywhere else. However, in situations where such employees are returning from designated lunch periods which are twenty (20) minutes in total duration, they shall not receive a five (5) minute report time, but shall be entitled to a report time payment of five (5) minutes. Part-timers will be charged a ten (10) minute report time only for purposes of the calculation in Article 21.1

b) Specialized Operators' schedules are inclusive of fifteen (15) minutes "up and down time".

c) The Employer shall endeavor to ensure proper washroom facilities are accessible at relief points and/or layover points.

33.10(a) Any work which may require an employee to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within that department equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.

Equitable shall mean that operators that have signed the daily overtime list will be offered work based on total hours worked for the calendar year and seniority. Any errors or omissions in the above and/or below procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure.

(b) These are the guidelines for covering overtime.

- 1) Total hours worked will be accumulated annually (Jan- Dec).
- 2) Hours worked will be posted daily.
- 3) Equal overtime hours worked goes to Senior Operator.
- 4) Persons signing for part shifts and then refusing will be recorded a refusal assessing the smallest number of hours offered. Persons signing for a full shift and then refusing will be recorded a refusal assessing the value of the full shift refused.
- 5) Overtime will be available only on trades (no overtime on giveaways).
- 6) Daily Sheets will be posted the week prior to the workweek.
- 7) Operators have until 11:00 a.m. the day before the available work to sign the list. After 11:00 a.m. operators can add their names to the list either in person or by phone to

dispatch. These operators will be contacted if the initial list of pre 11:00 a.m. operators is exhausted.

- 8) After the lists are removed from the bulletin board, names can be added, but will be placed at the bottom of the list and sorted by annual total.
- 9) Once overtime work is offered, hours will be charged to the Operator unless Operator removes their name beforehand (may be done over the radio/telephone for removing only).
- 10) Cancellation of availability must be made prior to contact for overtime. This will be done by phone / radio / in person.
- 11) All Operators will have to initial appropriate box or boxes they are available to work.
- 12) If no one accepts a full shift the shift may be split. Six hours or more will be considered a full shift. Less than six hours will be considered part shift. If a person applies for a full shift and none is available, they may be offered two or more part pieces of groups that approximate a full shift (6-8hrs). If offered this work it will be treated as a full shift for both time worked or refused.
- 13) Operators must place their badge number on the list by their names or they will not be called.
- 14) If contact cannot be made with the Operator when open work becomes available, Supervisor will proceed to the next available Operator. (A notation will be placed by the Operators name with the time called).

16) All ESA and CVOR guidelines will apply, i.e. Hours worked, spread time etc.

17) Temporary operators will be entitled to sign a secondary overtime list which will be posted alongside the regular overtime list for permanent employees. Once the permanent employee list for overtime has been exhausted temporary operators can be utilized from the temporary overtime list.

The following hours will apply:

A.M. shifts will commence from 04:30 hours

Twilight shifts will commence from 09:00 hours

P.M. shifts will commence from 14:00 hours

- (c) Overtime accumulated hours will be updated daily. When overtime list is exhausted and a Supervisor is required to go over the air for an on air call-in and more than one operator calls in, the person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work. When voluntary assignments and charters, become available after they have been signed for the Supervisor will go over the air for an on air call-in and if more than one operator calls in, the person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work.
- d) All overtime including Specified Holidays and Charters will be covered from the overtime availability sheets as per the above procedure.

e) Voluntary assignments will continue to be posted as per the existing procedure.

33.11 A permanent and/or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

33.12 Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus the regular day's pay for the holiday.

Work performed after 12:00 P.M, on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

33.13 There must be at all times eight (8) hours between the end of one full shift and the beginning of the next full shift, Spare-Board Operators included.

33.14 In the event an employee is not able to report to work, the employee must report their absence. The employee shall report this absence a minimum of one (1) hour in advance of the start time of the shift **unless due to an emergency situation.**

ARTICLE 34: CALL-IN AND CALL-BACK

34.1 When a permanent and/or temporary employee has left the Employer's premises and is called in or called back for any single, special or extra run not operated immediately before or after their regular scheduled run, they shall be given a

minimum of three (3) hours work or three (3) hours pay except that with respect to such call-ins on the holidays referred to herein or on any one of their days of rest, they shall be given the minimum of four (4) hours work or four (4) hours pay.

34.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

34.3 If an Operator should not report for work by their reporting time, they shall be subject to the conditions outlined in Letter of Understanding #1.

ARTICLE 35: SHIFT PREMIUM

35.1 There shall be a shift premium of one **dollar and five cents (\$1.05)** per hour paid for any full shift which has a **bid list** finishing time beyond 8:00 p.m. Where overtime is worked the shift premium shall be paid only for actual hours worked.

All employees shall receive the above mentioned shift premium for all hours worked on Sunday.

35.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 36: SIGN-UPS

36.1 **The parties will revisit this arrangement with the implementation of an on-line sign up. It is understood that discrepancies arising from the sign up shall not be grievable.**

There shall be **minimum of** four (4) work sign-ups each year for permanent employees. Each of the four (4) work sign-ups shall be conducted in the following manner.

At least four (4) weeks prior to the commencement of the sign-up work period, the following shall be posted:

- a) **Management will post** a bidlist, listing all work assignments for the upcoming sign-up work period
- b) **The Union will post** a sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Permanent employees are listed according to seniority. **Failure of the employee to sign when required** to do so will result in their work assignment being selected at the discretion of the union representatives who are conducting the sign up.

The bidlist shall state the following information for each work assignment:

report and end times
report and end location
amount of travel time

number of hours paid
scheduled days off
run numbers to be driven
lunch break times

The Employer shall make available (1) copy of the bidlist to each employee in Conventional Operations and MobilityPLUS and shall make best efforts to provide a display copy of the itineraries in Conventional Operations five (5) calendar days prior to the day the sign-up takes place. In addition, an electronic copy of the Conventional Operators itineraries will be forwarded to the Union. Management shall maintain the right to change the format of the bidlist.

The sign-up shall be completed **and communicated to management** a minimum of two (2) weeks prior to the commencement of the work period. Any deviation from the specified minimum number of weeks prior to the commencement of the work period for both posting or the sign-up shall be mutually agreed to by both Management and the Union President.

Conventional Operations (North and South) and MobilityPLUS (North and South) and Dispatch shall conduct their sign-up Monday to Friday. The dates shall be consecutive calendar days, excluding Saturdays and Sundays. **Conventional North shall be completed in no longer than five (5) calendar days, Conventional South shall be completed in no longer than two (2) calendar days, and MobilityPLUS (North and South) shall be completed in no longer than one (1) day or a total of eight (8) calendar days combined.**

The sign-up shall be held at the location listed on the sign-up schedule. The sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the sign-up schedule). The sign-up shall be conducted by **two (2) representatives** of the Union. **Management will work with the Bargaining Unit on the sign-up transition.** The Union representatives shall be paid by the Employer at straight time.

Permanent employees shall be prepared to sign on the date and time requested. Permanent employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the permanent employee appointing the proxy, and shall be submitted to **the union representative** prior to commencement of the sign-up. Any permanent employee who fails to sign up, by a means previously stated, within their time period, shall have their work assignment selected at the discretion of the Union representatives conducting the sign-up.

No changes in excess of sixty (60) minutes in an individual permanent employee's daily work assignment may occur after the sign-up work period has commenced; any change to the contrary dictates that a new sign-up is required.

36.2 ** Any permanent employee who is judged by the Employer as unsatisfactory on the group or route selected may be removed from such group or route and temporarily re-assigned until the matter is resolved. In the case of disagreement, such placement shall be subject to the grievance procedure.

ARTICLE 37: UNIFORMS

37.1 a) On first issue, Conventional and Mobility*PLUS* operators will be provided with a new uniform by the Employer. The first clothing issue to a new operator will consist of:

- one (1) spring/fall jacket
- two (2) sweaters or two (2) fleece (VNeck/CrewNeck/Cardigan or Sleeveless)
- four (4) pairs trousers or shorts (where the operator chooses shorts, they will be issued three (3) pairs of dress socks which must be worn with the short pants).
- six (6) shirts (long/short/turtleneck/golfshirt)
- two (2) ball-type hats
- one (1) winter toque or aviator hat (if available)

Consideration will be given to providing options for clothing based on personal preference. eg. sweaters for shirts.

Conventional only:

- bi-annual allowance of \$200.00 for the purpose of shoes and/or boots **to active employees only. Upon return to active employment the annual allowance will be paid. Payable in the first full pay in March.**
- Shoes/boots must be all black, no open toe, no open heel, heels no greater than one inch.

Subsequent issues of the uniform items listed above will be issued at twenty four (24) month intervals **to active employees. Upon return to active employment employees will receive their regular issue within twelve (12) months and in conjunction with the general issue of uniforms.**

The top button only of the shirt may be undone.

Uniform material will be selected after consultation with the Uniform and Grooming Committee.

Alternate clothing may only be worn subject to the approval of the Employer.

All uniforms will be wash and wear.

A winter jacket will be issued once every four (4) years, at the appropriate times.

MobilityPlus only:

-An annual allowance of \$200.00 for the purpose of shoes and/or boots **to active employees only.**

Upon return to active employment the annual allowance will be paid. Payable by **the first full pay in March.**

-Safety shoes/boots must be a minimum Blue Patch certified, all black (shoes only), no open toe, no open heel, heels no greater than one inch

In Mobility*PLUS*, a rainsuit will be issued once every four (4) years at the appropriate times. Uniforms shall be worn by all permanent employees after the probationary period, while on duty. Ownership of uniforms shall be vested in the Employer. Uniforms shall only be worn while on duty for Grand River Transit and to and from work.

37.1 b) It is agreed that Operators shall comply with the Clothing and Personal Grooming Letter of Understanding. It is acknowledged by the parties that

repeated infractions of said procedures would warrant progressive discipline.

37.2 New employees **will be** provided with a new uniforms **issue. Subsequent uniform issues will occur every two (2) years in conjunction with the uniform issue cycle.**

37.3 Casual clothing is permitted on days approved for fundraising activities provided the employee has made the donation and is wearing the identifying sticker or button. One piece of GRT issued clothing with a GRT logo must be worn for identification purposes. Appropriate footwear must always be worn. If safety shoes/boots are mandatory, they must be worn.

37.4 The Region will investigate purchasing practices to acquire uniforms and clothing from manufacturers who employ responsible labour practices including confirmation that there is no forced labour and no child labour used by such manufacturers.

ARTICLE 38: WAGE RATES

38.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

38.2 All part-time and temporary employees will be paid the starting rate of the job title in which they commence as per Schedule B and shall receive such rate until they are promoted to permanent staff at which time they will be paid according to Schedule A.

DEPARTMENT #2

ARTICLE 39: PROBATION OF EMPLOYEES

39.1 **Skilled Trades** in department #2 hired to be permanent employees shall be on probation for **one hundred and fifty (150) days worked. New Skilled Trades employees will be provided a minimum of eighty (80) hours of training (which could include on the job training) which will be included in the probationary period.**

ASA employees hired to become permanent employees shall be on probation for ninety (90) days worked or one thousand one hundred and five (1105) hours worked since date of hire.

Part time ASA Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked. The employer may terminate a probationary employee for any reason provided it does not act in bad faith.

ARTICLE 40: SENIORITY

40.1 The Employer will provide the **Union President** a seniority list for Department #2 twice per year, showing names, positions, and seniority date of each permanent employee.

The employer will provide the Union President with an electronic report listing contact information for all bargaining unit employees twice per year.

There shall be three (3) part-time seniority lists as follows. Placement on seniority list shall be based on hours worked since last date of hire.

- 1) Part time Conventional
- 2) Part-time Specialized Transit
- 3) Part-time Department 2 – Fleet

- 40.2 a) When a permanent vacancy occurs on any shift in Department #2, the Employer will first offer the position on an “Expression of Interest” to employees within that classification prior to posting the position as a vacancy. The “Expression of Interest” will be posted on all Department #2 maintenance bulletin boards for **eight (8) calendar** days and the most senior applicant will be appointed to the job.

In the event no employee within the classification applies for a transfer, the position will be posted as a vacancy.

The transfer will become effective as soon as a replacement becomes available, or at such earlier date deemed suitable by the Employer.

- b) Permanent employees hired for the night shift may be permitted up to a two (2) months trial period on the day shift before being assigned to the night shift, and during

such trial period, no permanent employee, as a result thereof, will be displaced from their assigned shift.

- c) When appointing an employee in Department #2 to a temporary work assignment necessitated by fluctuating workload, a notice of such temporary work assignment will be posted by their department. Due regard will be paid to seniority between qualified applicants when such an appointment is made.

The above will apply only to temporary work assignments of more than sixty (60) working days duration. If there is a preferred shift involved such as days, first consideration must be given to qualified employees by seniority within the affected garage before appointing an employee from another garage.

40.3 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;
- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; unless medical information indicates that a return to work is

possible. In this case, the Employer will accommodate the employee to the point of undue hardship.

- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is the lesser;

- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.
If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.
These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons;

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

40.4 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit.

40.5 A permanent employee, transferred or promoted to a position outside of the bargaining unit or to a different seniority list, but within the Transit Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit or to a different seniority list, unless prior to the expiration of three (3) calendar months they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.
- b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside

of the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the six (6) month period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee temporarily acting in a supervisory position shall continue to accumulate seniority, and any disciplinary action with respect to such permanent employee shall be subject to the grievance procedure.

ARTICLE 41: JOB POSTING

41.1 With respect to positions in Department #2, the Employer shall post a notice of the vacant position(s) in all departments covered by this Agreement **eight (8)** calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

If a position in Department #2 is posted and subsequently filled from outside the bargaining unit, by a probationary employee, that position need not be reposted for a period of three (3) months, from the date of the expiration of the posting.

In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Employer shall not be required to repost the position when recruiting for said position.

Such notices or permanent job postings shall contain the following information: nature of position, i.e. department and type of work, required knowledge and education, ability and skills, whether day, evening or night shift, and wage rate.

Any application for a posted position shall be in writing and shall be addressed to the HUMAN RESOURCE DEPARTMENT and be signed by the applicant and delivered to the said office on or before the date specified in the posting.

41.2 In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the permanent employee with the greater seniority shall be selected. Any posting that is not filled by a permanent employee shall be offered to the most senior part-time/temporary employee (excluding retirees) who already possesses the required skills, qualifications, competence and ability to perform the work available.

External applicants shall not be considered until the internal hiring process has been completed and management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

41.3 The Union shall be advised by email as to the outcome of all job postings, cancellations, **hirings, rehiring's, terminations on a weekly basis.** An objection by an applicant to a selection for a job posting shall be construed

as a grievance and shall be dealt with in accordance with the grievance procedure.

41.4 The Union shall be notified in writing of all appointments, promotions, layoffs **of employment on a quarterly basis.**

41.5 A vacancy for a supervisor shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #2, however, the Employer shall not be obligated to select a supervisor from the applications submitted from department #2 employees.

An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the grievance and arbitration procedure.

ARTICLE 42: VACATIONS

42.1 The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31st.

42.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis.

Vacation entitlement shall be determined as follows:

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year - But less than 2 years	2 weeks
Not less than 2 years - But less than 7 years	3 weeks
Not less than 7 years - But less than 15 years	4 weeks
Not less than 15 years - But less than 23 years	5 weeks
Not less than 23 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

42.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement.

For purposes of clarification of gross earnings, it shall consist of pay for the specified holidays, and shift premiums in addition to gross hourly wages earned including overtime. Vacation pay-up will be paid on the last pay date of November of each year.

- 42.4 Department #2 employees shall receive forty (40) hours of pay for each week's vacation to which they are entitled.
- 42.5 When the employment of an employee is terminated, they shall be paid a proportionate amount of salary or wage for unused or accrued vacation credits.
- 42.6 Vacations must be taken within the twelve (12) month period following the year in which they were earned and shall not be accumulated.
- 42.7 A vacation schedule shall be posted by the Manager of Transit Fleet or designate on January 1st or within seven (7) days thereafter in each year, and permanent employees shall arrange with the Manager or designate in person or by proxy, to indicate on the schedule their vacation periods (to be settled by way of seniority). The vacation schedule shall be completed by all permanent employees on or before February 1st in each year

Single vacation days, lieu days and floaters will not be booked until after the full week vacation sign-up.

- 42.8 Employees entitled to four (4) or more weeks vacation may be granted the privilege of carrying two (2) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Fleet by no later than two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management.

Where such permission is granted, the two (2) week's carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

42.9 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer, having regard to seniority and the work and service required to be done and provided.

42.10 Vacation pay shall be paid by the Payroll Division in accordance with the vacation schedule completed by permanent employees in accordance with Article 42.7.

42.11 Employees who are returning from Long Term Disability benefits will be entitled to unpaid vacation time based on their vacation entitlement.

42.12 This Article does not apply to employees in receipt of Long Term Disability Benefits and employees on an approved leave of absence or in an unpaid state by the Region in excess of 30 days (excluding employees on an approved ESA leave or approved WSIB claim where benefits continue).

ARTICLE 43: HOURS OF WORK AND OVERTIME

43.1 The standard work week for permanent or temporary employees in department #2 shall be forty (40) hours over four (4) or five (5) days within any seven (7) consecutive day period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked

and shall not be a guarantee as to hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

43.2 Employees in department #2 will be provided with a paid thirty (30) minute break during the middle section of their shift in addition to one scheduled fifteen (15) minute rest period during the first half of their shift. Rest and break periods will be taken on the job site unless otherwise authorized by Management.

43.3 Employees in department #2 shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of an employee's normal scheduled hours in any one day.

In addition, any employee who works three (3) hours or more of overtime with their regular work day shall be paid a meal allowance of **eleven dollars (\$11.00)**.

43.4 A permanent or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

43.5 Any work which may require a permanent or temporary employee in department #2 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within department #2 equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.

43.6 Work performed on specified holidays in department #2 will be paid at time and one-half (1 1/2) the basic rate plus the regular day's pay for the holiday.

Work performed after 12:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

43.7 Permanent employees scheduled for "stand-by call" for a weekend of two to four (2 - 4) consecutive days shall receive twenty-five dollars (\$25.00) per day for such duty and in addition all employees when called out on emergency call to be paid a minimum of four (4) hours at the appropriate overtime rate.

43.8 In the event an employee is not able to report to work, the employee must report their absence. Whenever possible the employee shall report this absence a minimum of one (1) hour in advance of the start time of the shift.

Where their supervisor is not available, such employee is required to leave notice of their absence and either a contact number where they can be reached, or a time when they will call back to their supervisor. This information can be left with the on-duty supervisor or the Service Advisor or the Clerk. An employee who is absent from work is required to notify their supervisor in advance of their expected date of return to work.

All Service Advisors, Fleet Services will participate in a formal training program.

Vacation and Specified Holidays will be posted where a Service Advisor is required.

- 43.9 Overtime will be awarded to employees who have signed the daily overtime list by **1:00 p.m.** the day before based on total hours worked for the calendar year and seniority. Any errors or omissions in this procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure. **A list of accumulated overtime hours will be updated and made accessible to members on a weekly basis.**

ARTICLE 44: TRAINING

- 44.1 The Employer agrees to utilize the entire training budget and to allocate training opportunities equitably among all employees. The budget will be utilized to address recommendations from the training committee.

44.2 Fleet Training Committee

The parties agree to the development of a fleet training committee as well as maintaining on a semi annual basis a training matrix. The Union will be given a copy.

The Committee shall be made up of two members appointed by the Union, whose job classifications are either Truck and Coach Technician or Automotive Bodyperson. The other two members of the committee will be representatives from Management. The parties will appoint one member each to act as co-chairpersons of the committee. Chairpersons will alternate chairing the meeting.

The parties will meet at a minimum of twice per year, once in advance of the annual budget schedule and at least one other meeting throughout the year. Additional meetings may occur with the mutual consent of the co-chairs.

The terms of reference will be reviewed annually but relevant issues to be discussed shall include recommendations related to:

- fleet training requirements
- training for the development of standard operating procedures
- training for the implementation of new technology
- training for apprentices

Terms of Reference – Fleet Training Committee

Purpose:

To assess training requirements and make recommendations for training programs sponsored by the Employer.

Responsibility of Committee:

1. The committee will provide constructive feedback on training sponsored by the Employer in order to support

the efficient and effective maintenance and repair of the GRT Fleet.

2. The committee will focus on training requirements pertaining to:
 - electrical systems
 - suspension systems
 - HVAC systems
 - engine and transmission diagnosis
 - air system
 - brake systems
3. The committee will contribute to the development of Standard Operating Procedures through a review process.
4. The committee will make recommendations for training to support the introduction of new technology.
5. The committee will have access to the training matrix but recommendations will be on a program wide basis and will not identify individuals.
6. The committee will function as an advisory committee to GRT management.
7. Through on-going communications with all fleet employees, the committee shall attempt to represent employees' needs. The committee shall focus on major issues on a priority basis.

8. Management will provide administrative support which will include preparing agendas, taking minutes and distributing minutes.

ARTICLE 45: CALL-IN AND CALL-BACK

45.1 A permanent or temporary employee in department #2 shall be deemed to have been called-in or called-back when they received notice of work to be performed after they have left the Employer's premises.

A permanent or temporary employee in department #2 called-back on one of their regularly scheduled work days, or if called in to work on one of their days of rest or specified holidays, shall be given a minimum of four (4) hours work or four (4) hours pay.

45.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

ARTICLE 46: SHIFT PREMIUM

46.1 **One dollar and five cents (\$1.05)** per hour premium will apply where the major portion of the shift falls between 3:00 p.m. and 11:00 p.m.

One dollar and ten cents (\$1.10) per hour premium will apply where the major portion of the shift falls between 11:00 p.m. and 7:00 a.m.

Where overtime is worked, the shift premium shall be paid only for actual hours worked.

All employees shall receive the above mentioned shift premium for all hours worked on Sunday.

All employees that have their shift changed by the Employer on a temporary basis shall maintain their appropriate shift premium for their regular shift.

46.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 47: SAFETY, SANITATION AND HEALTH

47.1 The Employer shall at all times provide safety appliances, in accordance with provincial labour laws, and sanitary conditions consistent with standard industrial practice. Employees will be required to make the Employer aware of safety appliances that are not operational and employees will be required to utilize Personal Protective Equipment.

47.2 The Union agrees that it will co-operate with the Employer to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.

47.3 The Employer agrees to provide an allowance of two hundred dollars (\$200.00) (effective in 2012) annually for the purchase of safety footwear that is in compliance with the

Employer's Safety Footwear Policy. This allowance is applicable to all employees.

47.4 The annual safety footwear allowance will be paid in January.

ARTICLE 48: TOOLS

48.1 The Employer agrees to provide an allowance annually to those classifications of permanent employees who qualify. The amount paid by classification along with the terms and conditions for such payment, are as follows:

The classifications of permanent employees who qualify for an annual allowance of **eight hundred and fifty dollars (\$850.00) (effective 2014), nine hundred dollars (\$900.00) (effective 2015)**, subject to the conditions in Article 47.2 are Certified Licensed Truck and Coach Technicians and Licensed Bodypersons. The annual tool allowance will be paid in January **to active employees only. Upon return to active employment the annual allowance will be paid.**

Apprentices will be eligible for a tool allowance at the same amount as the Skilled Trades.

The classifications of permanent employees who qualify for an annual allowance of two hundred and seventy-five dollars (\$275.00) subject to the conditions in Article 47.2 are Service Attendants who are requested by Management to provide a complement of hand tools to perform their daily work.

The Employer will provide tools for use by all Service Attendants.

48.2 The Region is prepared to cover the replacement cost of employee's tools which have been lost or damaged under circumstances such as fire, and theft where there is evidence of forced entry and police have investigated. Employees shall supply the Region, annually or more often as required, with a list of their tools and said list shall be subject to audit at any time.

ARTICLE 49: UNIFORMS

49.1 All employees in department #2 will be issued with the following:

Six (6) shirts - long and/or short sleeves and/or T-shirts or turtlenecks

Four (4) pairs of trousers/shorts (within the fleet repair area, shorts must be worn with coveralls)

Toque

Insulated vest and spring jacket

Subsequent issues of uniforms will be **issued on a annual basis.**

All apparel must be maintained in a neat and clean condition by the employees. All uniforms worn by employees must be

Grand River Transit issued.

- 49.2 All employees in department #2 shall be supplied with a coverall cleaning service by the Employer each week to the extent of five (5) coveralls per week for year round use. Employees in department #2 will be entitled to one (1) pair of insulated coveralls and an orange or florescent yellow-green (starting in 2010) Hydro Parka on initial uniform issue, afterward either one (1) pair of insulated coveralls or an orange or florescent yellow-green (starting in 2010) insulated parka every two years. Insulated coveralls will be orange or florescent yellow-green (starting in 2010) with the appropriate reflective markings.
- 49.3 Rubber galoshes, buckled with light felt-type lining, will be issued for winter use, to be worn over the work shoes. The Employer will supply gloves appropriate to needs for department #2 on an individual merit basis. Worn out galoshes and gloves must be exchanged for new issues.
- 49.4 Clothing material will be selected after consultation with the Union. Perma Press shirts will be supplied if available through the employer's purchasing division at a comparable price to the cotton shirts.

ARTICLE 50: SKILLED TRADES/APPRENTICESHIP PROGRAM

SKILLED TRADES

The provisions of the general agreement shall apply to employees in the Skilled Trades classifications except as altered by the provisions of this article:

1. Skilled trades for the purpose of this agreement shall be Automotive Bodyperson (licensed) and Truck and Coach Technicians.
2. The term “Journeyman/woman” as used in this agreement shall mean any person who presently holds a Province of Ontario Certification in the various Motor Vehicle repair fields.
3. The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.
4. The first dues will be deducted from the employees’ first pay following completion of their probationary period. Thereafter dues will be made in January of each succeeding year or upon completion of one months work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the UNIFOR Local 4304.

SKILLED TRADES APPRENTICESHIP

General

1. The purpose of the language is to define the provisions governing registration, education, seniority, and all other matters peculiar to Skilled Trades apprenticeships.

2. Provisions of the collective agreement shall apply to all Skilled Trades apprentices except as specifically provided herein or in this article.

REGISTRATION

3. All apprentices will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch. All apprentices will sign a written Apprenticeship Agreement with the Employer.

INITIAL EDUCATION REQUIREMENTS

4. An Apprentice will be required to have an Ontario Secondary School Graduation Diploma (OSSGD) or equivalent. Preference will be given to applicants who have completed a Community College pre-apprenticeship program.

SCHOOL ATTENDANCE

5. Apprentices will be required to attend classes for related instruction. Training will be in accordance with the approved training plan.

TRAINING

6. All parties involved in the training will strive to provide the apprentice with a broad exposure to all aspects of the trade to ensure full competency upon completion.

COMPLETION OF APPRENTICESHIP

7. An apprentice will be deemed to have completed their apprenticeship upon receipt of their certification from the Province of Ontario. Apprentices will be required to complete their Journeymen/woman certification within twelve (12) months of completion of their apprenticeship hours. Failure to meet the certification requirements within the time limit specified above will result in termination of their apprenticeship employment. These employees may post into available vacancies to which they possess the necessary skills, competency and abilities. Seniority accumulated will be recognized for positions they may post into.

SENIORITY

8. Seniority is as per the existing collective agreement.

RATIO

9. The ratio shall not be more than one apprentice to six Journeymen/women. The Employer will maintain this ratio.

APPLICATIONS

10. Notice of apprenticeship openings will be posted as per article 41 – Job Postings.

APPRENTICE WAGE RATES

11. Refer to article 49.2 of the current collective agreement.

An employee with seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage (%) of the Journeyman/woman rate is greater of the two.

Apprentices will be compensated at their regular wages for the time at school.

TOOL ALLOWANCE

12. Apprentices will be eligible for a tool allowance at the same reimbursement level as the Skilled Trades.

50.1 Apprentice Employees - The Employer and the Union agree that the Employer may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of the Apprenticeship and Tradesmen's Qualification Act, Bill 55, 1998 and amendments thereto, and the Regulations pursuant thereto, shall apply.

50.2 Pay rates whilst serving their apprenticeship will be in accordance with Schedule "B."

50.3 It is understood that after an Apprentice has successfully served their apprenticeship with the Employer and becomes qualified in their trade, then they will receive the pay rate for their licensed job title. However, they must accept whatever position is available within their job title, regardless of shift.

50.4 It is further understood and agreed that an Apprentice will not have any job posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stay on as a Employer employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them.

ARTICLE 51: WORKPLACE HARASSMENT

All employees must treat one another with respect and professionalism and refrain from engaging in unlawful discrimination and workplace harassment contrary to either the *Ontario Human Rights Code* or the *Occupational Health and Safety Act*. The parties will take all reasonable steps to create a work environment that is free of unlawful discrimination and workplace harassment. Workplace violence in any form will not be tolerated and reasonable steps will be taken to assess risks and address incidents that are brought forward.

The Ontario Human Rights Code defines harassment as “any vexatious comment or conduct that is unwelcome or ought reasonable to be known to be unwelcome”. The Code protects all employees from harassment under the following grounds: race, ancestry, place of origin, color, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offenses, marital status, family status, and disability. Such comment or conduct includes both employees, management personnel or others present at the workplace. The Region and the Union agree that

confirmed cases of harassment will not be tolerated. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all areas of the facility, and includes areas such as offices, transit vehicles, garages, depots, grounds, rest rooms, cafeteria, locker room, staff room, conference rooms and parking lots. Harassment which has repercussions in the workplace or adverse effects on working relationships is also prohibited by the Ontario Human Rights Code.

The employee may seek assistance of their Union or of management in filing a complaint. The employee will be advised of their right to seek Union representation. If the employee chooses not to have union representation, the employee will verify that choice in writing.

In the event the employee chooses to have union representation, the findings of the investigation may be shared with either the local union chairperson or the national representative, only upon the express direction of the employee.

(a) Cases of alleged harassment as defined by the *Ontario Human Rights Code* or *Occupational Health and Safety Act* will be considered as discrimination and eligible to be processed as grievances under the grievance procedure, although the Region will investigate all formal complaints of harassment, whether made through its Workplace Harassment Prevention Policy or the Workplace Violence Prevention Policy, the grievance procedure,

or the *Ontario Human Rights Code*. Harassment may include, but not be limited to:

- i) requests or demands for sexual favours;
 - ii) unwelcome physical contact ranging from touching to sexual assault;
 - iii) display of pin-up posters or offensive literature;
 - iv) insulting gestures, remarks, jokes, or name calling;
 - v) circulating or displaying racist or derogatory printed material;
 - vi) refusing to work or co-operate with an employee because of their background;
 - vii) derogatory remarks directed towards one gender/sexual preference group.
 - viii) bullying
 - ix) backlash or retaliation for the lodging of a harassment complaint or participation in an harassment investigation.
- (b) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall be presented at the next step.
- (c) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code R.S.O. 1990, c. H19. In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be suspended immediately, pending final disposition of the complaint by the Human Rights Commission.

- (d) Individuals who lodge a legitimate complaint of harassment are entitled to do so without reprisal or threat of reprisal for doing so.
- (e) Grievances under this article will likely be of a very sensitive nature and the parties agree that they will take all necessary precautions to maintain the highest degree of confidentiality throughout the grievance process.
- (f) Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and the assessment of discipline.

ARTICLE 52: WAGE RATES

52.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

52.2 All new employees will be paid the starting rate of the job title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their job title.

52.3 If in Management's opinion, a skilled tradesperson's performance and work output is satisfactory, the six (6) months' pay progression period may be reduced to three (3)

months. The new employee's probation period will not, however, be shortened.

52.4 In the event of a shortage on the employee's pay in excess of four (4) hours due to errors or omissions by the Employer, the Employer will endeavour to issue a manual cheque within one (1) payroll working day.

ARTICLE 53: TERMS OF AGREEMENT

53.1 This Agreement shall become effective as of 12:01 a.m. on **January 1, 2014** and shall remain in full force and effect until midnight **December 31, 2016**, and thereafter it shall automatically be renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend it.

Such notice shall be given not earlier than ninety (90) days and not later than thirty (30) days before the expiry date of this Agreement, or of any subsequent period in which this Agreement remains in force. Any changes which may be deemed necessary in this Agreement may be made at any time upon mutual consent during the existence of this Agreement or any renewal thereof.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on this 9th day of April, 2014 in the Region of Waterloo.

For the Regional Municipality
of Waterloo

For UNIFOR, Local 4304

Regional Chair

Union Representative

Regional Clerk

Union Representative

Commissioner Human
Resources and Citizen Service

Union Representative

Director Employee Relations

Union Representative

Union Representative

Union Representative

National Representative

Schedule "A"
Department 1

Full-time

Conventional Bus Operators
Specialized Transit Vehicle Operators

Job Title	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Upgrading to required licence	\$18.00	\$18.27	\$18.54
Training rate	\$23.01	\$23.36	\$23.71
1 st 3 months	\$26.29	\$26.68	\$27.08
2 nd 3 months	\$27.51	\$27.92	\$28.34
Next 6 months	\$27.81	\$28.23	\$28.65
Top Rate	\$28.27	\$28.69	\$29.12

Full-time

Dispatcher/Reservationist

Job Title	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
1 st 3 months	\$26.29	\$26.68	\$27.08
2 nd 3 months	\$27.51	\$27.92	\$28.34
Next 6 months	\$27.81	\$28.23	\$28.65
Top Rate	\$28.27	\$28.69	\$29.12

Part-time and Temporary

Conventional Bus Operators

Specialized Transit Vehicle Operators

	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Upgrading to required licence	\$18.00	\$18.27	\$18.54
Training rate	\$23.01	\$23.36	\$23.71
Start rate	26.29	\$26.68	\$27.08

Dispatchers/Reservationists

	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Start rate	\$26.29	\$26.68	\$27.08

SCHEDULE "B"
Department 2

Full time

Job Title	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Automotive Service Attendant	Min \$25.04 Mid \$26.27 Max \$27.25	Min \$25.42 Mid \$26.66 Max \$27.66	Min \$25.80 Mid \$27.06 Max \$28.07
Automotive Body Person (lic'd)	Min \$29.13 Mid \$30.60 Max \$31.54	Min \$29.57 Mid \$31.06 Max \$32.01	Min \$30.01 Mid \$31.53 Max \$32.49
Truck & Coach Technician	Min \$29.66 Mid \$31.09 Max \$32.07	Min \$30.10 Mid \$31.56 Max \$32.55	Min \$30.55 Mid \$32.03 Max \$33.04
Truck & Coach Technician + Propane or Natural Gas	Min \$29.95 Mid \$31.33 Max \$32.32	Min \$30.40 Mid \$31.80 Max \$32.80	Min \$30.86 Mid \$32.28 Max \$33.29
Truck & Coach Technician + Propane & Natural Gas	Min \$30.16 Mid \$31.59 Max \$32.65	Min \$30.61 Mid \$32.06 Max \$33.14	Min \$31.07 Mid \$32.54 Max \$33.64

A premium of \$.50/hour will be paid for all paid hours for Skilled Trades employees.

Existing employees currently receiving the Propane and Natural Gas rate will be grandfathered providing they maintain their

Propane and Natural Gas license. New hires would not receive the Propane or Natural Gas rate. Employees hired after July 5, 2011 are not eligible for this premium. **The Propane and/or Natural Gas premium will expire on December 31, 2016.**

Part time and Temporary

Job Title	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Automotive Service Attendant	Min \$25.04 Mid \$26.27 Max \$27.25	Min \$25.42 Mid \$26.66 Max \$27.66	Min \$25.80 Mid \$27.06 Max \$28.07

Apprentice

Apprentice	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016
Start rate	\$18.70	\$18.98	\$19.29
After 3 months	\$19.98	\$20.28	\$20.58
After 6 months	\$24.36	\$24.73	\$25.10
After successful completion of 1 st school term (80%)	\$25.94	\$26.33	\$26.72
After successful completion of 2 nd school term (85%)	\$27.42	\$27.83	\$28.25
After successful completion of 3 rd school term (90%)	\$28.93	\$29.36	\$29.80

LEAD HANDS

Lead Hands shall be paid a rate of seventy (70) cents per hour above the basic rate while so occupied.

SPECIALTY CLASSIFICATIONS

Tire Service/Repair and Upholstery work shall be paid a rate of one dollar (\$1.00) per hour above the basic rate while so occupied. The successful senior applicants to the positions noted above will be required to provide proof of certification for either tire service/ repair or upholstery work within an eight (8) month period.

Ozone Depletion Prevention Premium

Up to three full-time positions would receive a premium of twenty-four cents (.24) per hour above their basic rate while so occupied. Employees temporarily assigned to HVAC work would not receive the premium. In order to be eligible for the premium, employees must have a valid and current ODP card.

SERVICE ADVISOR

Service Advisors shall be paid a rate of seven and one half percent (7 ½%) per hour above the basic rate for minimum of four (4) hours in any one shift.

CERTIFICATION

Permanent Employees in department #2 who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will ensure that their certification remains valid at all times. The Employer will

endeavour to notify employees no less than sixty (60) days prior to the expiration of their certification of their responsibility to renew their certification. Employees will be re-imbursed by the Employer for one hundred percent (100%) of the Certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.

OPERATOR TRAINING PREMIUM

Operators selected by the Employer for the purpose of training new operators on the job will receive two dollars (\$2.00) per hour above their basic rate, while so occupied.

When an employee is transferred, they shall be paid:

a) when transferred to a higher classification, at least the minimum for the new classification; but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer;

when transferred to a lower classification, they shall receive the rate for the new classification which is closest to the rate they were receiving immediately prior to the transfer.

MAINTENANCE TRAINING PREMIUM

Skilled trades people selected by the Employer for the purpose of orientation of new trades people will receive two dollars (\$2.00) per hour above their basic rate for a forty (40) hour orientation period. Service Attendants selected by the employer for the purpose of orientation of new employees

will receive \$2.00 per hour above their basic rate for an eight (8) hour orientation period.

SCHEDULE "C"

PERMANENT EMPLOYEE BENEFIT PROGRAM

The Employer will pay one hundred percent (100%) of the cost of the benefits listed below and which must be read subject to the conditions of the carriers.

The Employer may change carriers from time to time, provided the benefits will at least be equivalent to those now in effect. This does not apply to OHIP or any plan mandated by law. The Employer's responsibility shall be limited solely to the proper payment of the premiums.

- a) ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)
(covers hospital, surgical and medical benefits)

- b) EQUIVALENT TO SUN LIFE HEALTH EXTENDED HEALTH PLAN
-Vision Care (eyeglasses, contact lenses): \$450.00 per family member every twenty-four (24) months.
Employees wishing to undergo laser eye surgery will be permitted to use the maximum entitlement noted above towards the cost of the surgery on the effective dates.

-semi-private hospital coverage and paramedic rider
- **a combined maximum of \$1,000.00/ per calendar year for services of the following Registered Practitioners in the Province of Ontario: subject to the carriers reasonable and customary fees:**

- **Chiropractor**
- **Homeopathic doctor**
- **Naturopath**
- **Acupuncturist**
- **Podiatrist**
- **Chiropodist**

- Registered Massage Therapist benefit \$1,200.00 per calendar year

- Hearing Aid benefit: \$2,000.00 every twenty-four (24) months.

c) **GROUP LIFE INSURANCE PLAN**

(equivalent to 200% of annual earnings to the nearest \$500.00. Life Insurance coverage is not extended to include dependents).

d) **DENTAL PLAN**

(equivalent to Sun Life Health Dental Plan)

-current O.D.A. fee schedule

-Orthodontics: 50% co-insurance \$3,000.00 lifetime maximum.

- Crown and/or Caps – 50% co-payment \$2000.00 per calendar year (maximum reimbursement \$1000.00 per year)

- Dentures: \$1,000.00 every five (5) years.

-Dental Rider #2 50% co-insurance \$750 every 5 years

e) LONG TERM DISABILITY INSURANCE PLAN (LTD)

Benefits of seventy percent (70%) of the employees regular earnings to a maximum benefit of \$5000.00 per month with an own occupation provision for two (2) years from the date of disability with a seventeen (17) week qualifying period.

f) Early retirees – current coverage as per collective agreement (applies to employees who retire after January 1, 2009)

SICK LEAVE PLAN - Conventional and Fleet

Sick Leave Benefits - as specified in the City's

By-Law #73-20P

Permanent employees of the Employer, from the date of employment, are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service.

An employee in conventional transit or fleet who was in the employ of the employer prior to February 28, 2002, whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee having not less than five (5) years service and who was in the employ of the employer prior to February 28, 2002, and whose employment is terminated by resignation

or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

For the purposes of clarity, no employee hired after February 27, 2002 shall be eligible to receive any payment for any unused accumulated sick leave credits upon the termination of their employment.

An employee on approved leave of absence in excess of thirty (30) calendar days, shall not receive sick leave credits during the period of such leave.

Unpaid Absence in Excess of Thirty (30) Days

The provisions of Schedule C shall not apply to employees on an approved leave of absence or in an unpaid state in excess of thirty (30) days (excluding employees on an approved WSIB claim and employees off due to illness). For employees who are in an unpaid state due to illness, provisions of Schedule C shall not apply beyond twenty-four (24) months of the employee being in an unpaid state.

Sick Leave Benefits - as specified in the Employer's By-Law (except that payout provisions upon termination do not apply to specialized transit employees hired on or after July 1, 1997).

Permanent employees of the Employer, from the date of employment, are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service

Specialized

An employee hired before July 1, 1997 whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee hired before July 1, 1997 having not less than five (5) years service, whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

PENSION PLANS

All permanent employees not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM plan (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for service after enrolment

in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan. Benefits to supplement the basic Plan are included in the two Agreements described below:

1. Type 1 Supplementary - credited service prior to employer's enrolment in O.M.E.R.S.
2. **For employees hired prior to April 1, 2014** Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Employer.

Each member shall contribute toward the cost of the Plan and the Employer shall pay in accordance with O.M.E.R.S. regulations.

Any changes to these plans other than those initiated by O.M.E.R.S. to be agreed upon by the Employer and the Union.

EMPLOYEES ARE REQUESTED TO READ THE O.M.E.R.S. BOOKLET FOR DETAILED INFORMATION.

WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS

a) In the event of an employee's absence due to injury in the workplace, said employee will be eligible to receive benefits under the Region's sick leave plan until such time as their sick leave credits are exhausted. WSIB payments shall be reimbursed to the sick leave plan if

the Region receives the WSIB payments when the claim is approved.

b) Where an employee is absent and in receipt of WSIB benefits, the Region will make up the difference between compensation payments and their regularly scheduled hours (wage top up), by debiting the employee's sick leave credits by the amount equivalent to the difference for each such absence of their normal work days until such time as their sick leave credits are exhausted.

c) It is understood that parts a) and b) are premised on the compensation payment coming directly to the Region. Should the compensation payment go directly to the employee for whatever reason, the foregoing will still apply, providing the employee turns the cheque over to Human Resources, uncashed, immediately upon receipt. Failure to turn the cheque over as required will result in an immediate cancellation of any withdrawals whatsoever from sick leave credits and the Region will not make up the difference as stated above, for the length of the instant claim.

d) Employees will receive payment for their scheduled hours on the day they suffer a workplace injury.

The Region undertakes to notify an injured employee when their sick leave credits are nearing exhaustion and the Region will inform WSIB to redirect compensation payments to the employee.

Where an employee is absent from work by reason of a serious injury as a result of a physical assault while on duty, the employer shall pay the difference between

his/her regular salary and the benefit amount received from WSIB provided that all of the following conditions are met:

- The police have been contacted and an occurrence number has been assigned.
- An award is made by the WSIB for the injury.

While the employee is employed by the Region and the above conditions are met, the Employer shall pay the difference between his/her regular salary and the benefit amount received from WSIB, to a maximum of twenty-four (24) months.

RETURN TO WORK:

The Union and Management mutually agree to assist in the early and safe return to work for employees who are ill or injured or disabled from their original position or job. Where the employee is medically unable to return to their original pre illness and/or injury position, the parties agree to assist in the accommodation of the employee in another position or job, in accordance with applicable legislation. The program is designed to facilitate employees to return to their pre illness and/or injury level and the resumption of an active role in the workplace.

The Region shall develop in consultation with the Union a return to work plan including the schedule, duration, duties and reassessment (where necessary). A meeting shall be held with the employee and their Union Representative to review the plan. The Union and the Employer may upon request of either party convene a meeting to discuss issues and/or concerns that arise in the return to work program.

RETURN TO WORK COMMITTEE

The parties agree to establish a joint committee on Return to Work (RTW). The committee will be operational within one hundred and twenty (120) days of ratification of this agreement. The purpose and mandate of the RTW committee is to make recommendations to Management on modified duties that could be made available and the return to work process. The committee will not be involved in individual return to work cases.

The Committee shall be made up of four (4) Management members and four (4) members appointed by the Union.

The parties will meet to develop terms of reference for this committee. The committee will meet every six (6) months.

Letter of Understanding #1
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Subject: Late Slip Program

The parties acknowledge the importance of reporting for work in a punctual manner. The following procedure will be followed for Operators who report late:

Pink Late Slip

If an Operator misses their report time but does depart on time with their assigned bus, a pink slip is issued. No penalties, excepting a high frequency over a short period will cause an interview.

White Late Slip

A white slip will be issued for an Operator if they:

- a) miss a report time and fail to depart with their assigned bus as scheduled
- b) miss their start and scheduled leave time at a report point

If an Operator calls in, they will be told to report as soon as possible and will be put on their vehicle. Their pay commences when they take over their duties on their assigned vehicle. If an Operator does not call in, Dispatch will try to contact them and if successful, will assign the Operator work as a Spare or, will advise them to assume the responsibility of their vehicle for the remainder of their shift.

Operators shall sign White Slips when they are issued. White slips accrue for a period of one (1) year and one (1) day from the date of the first offence.

Should an Operator have a second offence, a letter will be issued telling them the date of their first and second offences. Should there be a third offence, another letter will be issued warning that subsequent offences within one (1) year and one (1) day of the first offence shall result in a suspension. This letter shall also advise of the date their record clears to zero. Subsequent lates within one year and one day shall be dealt with by increasing the suspensions.

An Operator's record shall be cleared once they have surpassed one year and one day from the original white slip being issued.

Renewed at Waterloo this 27th day of March, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
James Devine
Randy Lohnes
Scott Desjardins
Nandor Kosza

Glenn Roach

Bill Gibson

Letter of Understanding #2

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304**

Re: Training

All employees shall participate in training programs required by the Employer during normal working hours. Employees shall be paid at regular rates for attendance during normal working hours. For purposes of clarity, hours spent in training will be deemed as hours worked.

The parties agree that due to scheduling concerns, it may be necessary for the Employer to request that employee attend training outside of their regular schedule. In such cases, both parties agree to promote the value of training and to encourage employees to attend training outside of their regular schedule. Such time will be paid at premium rates for temporary and permanent employees.

Renewed at Waterloo this 27th day of March, 2014

For the Region of Waterloo

Eric Gillespie

Peter Zinck

Bryan Tyrrell

Annette Mejus

For UNIFOR, Local 4304

Darlene Wilson

Lisa Hatherley

James Devine

Randy Lohnes

Sheila Goldsworthy
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Scott Desjardins
Nandor Kosza
Bill Gibson

Letter of Understanding #3

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304**

Re: Labour Relations Act

The parties agree that during the life of this agreement, should there be substantive amendments to the provisions of the Ontario Labour Relations Act and at the request of either party, the Region and representatives of UNIFOR Local 4304 will meet and discuss the impact of the amendments on the collective agreement.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
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Scott Desjardins
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Bill Gibson

Letter of Understanding #4
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Retiree Bus Passes

The Region will supply a bus pass to all retirees. Any retiree interested in obtaining a retiree pass, should indicate their interest to the Manager, Marketing and Communications and will be required to return any other transit passes they possess.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
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Letter of Understanding #5
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

RE: Critical Incident Stress

The parties agree, that in the event of a critical incident in the workplace, the Employer will provide critical incident stress debriefing to the affected employee(s). Such employee(s) shall be approached by a supervisor to discuss the incident and to offer support which shall include the ability to immediately access EAP or a professional counsellor of the employee's choice (e.g. clergy, psychologist, physician).

A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace e.g., death of a co-worker, where the employee is involved in an accident resulting in death or serious injury where the injured person is transported in an ambulance, witnessing a death or serious injury, or threats to life.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
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Letter of Understanding #6

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304**

Employees in Violent Situations

The parties have discussed the concern that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without full consideration being given to the circumstances surrounding the individual and the incident otherwise supportive of discipline. The intent of this statement is subject to a standard of good faith on the part of the Employer, the Union and affected employees, and will not be utilized by the Union or employees to undermine the application of otherwise appropriate disciplinary measures.

Workplace Conduct

The Employer and the UNIFOR Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an

environment where all individuals interact with mutual respect for each others' rights.

Accordingly, the Employer agrees to continue to train employees on Human Rights and Interpersonal Conduct including relevant collective agreement provisions, the Employer's policies and the Ontario Human Rights Code.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
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Randy Lohnes
Scott Desjardins
Nandor Kosza
Bill Gibson

Letter of Understanding #7
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Rules Pertaining to Trades and Giveaways

The parties agree to the following rules:

- 1. No operator can work a trade or giveaway until it is approved by a supervisor.**
- 2. Trades and giveaways will not be accepted more than fourteen (14) days in advance and must be requested a minimum of twenty-four (24) hours in advance.** In the event that a piece of work is split between at least two (2) operators, there will be no additional travel time paid or no additional lunch break paid. Notification shall be given on the giveaway slip as to entitlement to travel time and/or lunch break.
- 3. Giveaways will only be accepted at the garage during normal dispatch hours. One of the two operators involved in the giveaway must present the signed and completed giveaway slip to the Dispatch Supervisor or designate. It cannot simply be left lying on the counter.**
- 4. The supervisor will initial the slip and indicate to the employee that it has been accepted. Giveaway slips will indicate the CVOR maximum hours that an individual operator is legally able to work.**
- 5. A maximum of one hundred and seventy-six (176) hours of giveaways in a calendar year. Hours are to be calculated by using "total work" as listed in the sign-up.**

6. Should an operator, except in emergency circumstances, fail to work the approved trade or giveaway shift they have accepted, that individual will be subject to a loss of giveaway and trading privileges. Emergency circumstances are those requiring the employee assigned to the work or a family member identified under the family sick article (article 14.5) of the collective agreement, to seek medical attention and therefore be unable to fulfil their commitment to work. The employee will provide to the employer a doctor's note dated for the day the medical attention was required. The employee will incur the cost of obtaining and providing the note to the employer. Employees not fulfilling their work commitment due to reasons other than emergency circumstances shall have their work trading and giveaway privileges removed for a period of three (3) months from the date of the initial incident.

7. The employees trading whole weeks in excess of three (3) weeks in one sign up and who are not required to bring a doctor's note for any other reason are exempt from the above requirement for doctors notes.

8. Should an employee agree to a giveaway that would result in a sixth (6th) day of pay in a pay week, the sixth (6th) day shall only be paid where the employee works the sixth (6th) day.

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
James Devine
Randy Lohnes
Scott Desjardins
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Bill Gibson

Letter of Understanding #8
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

In the event of, or as a result of, a member of Local 4304, pursuing a ruling from the Ministry of Labour with respect to TRADES AND GIVEAWAYS under the Employment Standards Act, and there be a ruling from the Ministry of Labour, the Local shall be held responsible for all monetary judgements pertaining to retroactive payments to its members.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
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James Devine
Randy Lohnes
Scott Desjardins
Nandor Kosza
Bill Gibson

**Letter of Understanding #9
Applies to Conventional Operators only**

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304**

Re: 5 ½ Hour Scheduling

The parties agree that the Employment Standards Act Section 20 Transit exemption allows for the practice of running over five (5) hours. The maximum extension will be five (5) hours and thirty five (35) minutes for all shifts.

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

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Nandor Kosza
Bill Gibson

Letter of Understanding #10

LETTER OF UNDERSTANDING

between

THE REGIONAL MUNICIPALITY OF WATERLOO

and

UNIFOR, LOCAL 4304

Subject: Premium for Voluntary Overtime for Oktoberfest

Participating Bus Operators who work the extended service hours will receive two times (2X) their regular hourly rate for those hours worked beyond a) the end of their regular shift or b) beyond midnight (whichever is the earlier time) until the end of their extended service hours.

Participating Service Attendants whose shifts have been altered to meet Oktoberfest service requirements, will receive two times (2X) their regular hourly rate for those hours worked beyond midnight.

The Region shall discuss the security plan with the Union at the August or September union management meeting. A follow-up meeting to discuss the Oktoberfest security plan will be held within two weeks of Oktoberfest with the union President and one additional union representative.

Amended at Waterloo this 27th day of March, 2014

For the Region of Waterloo

Eric Gillespie

Peter Zinck

Bryan Tyrrell

Annette Mejus

Sheila Goldsworthy

Diana Brookes

Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson

Lisa Hatherley

James Devine

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Scott Desjardins

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Bill Gibson

Letter of Understanding #11

** Applies to Conventional only

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304**

Re: Spareboard for Conventional Transit

The parties recognized during the course of negotiations the need to make every effort to maximize both the quality of life for our employees and the financial efficiency and effectiveness of Grand River Transit.

As such, the Employer agrees to continue the practice of having open spares sign for either day, twilight or evening spare board crew. The employer agrees to continue to make every effort to assign regular work where financially responsible such that the approximate finishing time is as close as reasonably possible to the time of the spare board crew for which the employee signed. **Spareboard Operators will finish their shift at the same service area they are assigned to start at.**

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
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Scott Desjardins
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Letter of Understanding #12
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Clothing

The parties agree that it is the direct responsibility of the Employer to establish and maintain appropriate standards of dress and appearance. To provide input and assist in this regard, a committee composed of two (2) management representatives and two (2) union appointees will meet as required to judge the personal dress and grooming of operators whose appearance deviates from the acceptable standards. In the event that the committee cannot agree, the Director, Transit Services or Nominee will make the final decision.

It was agreed that appearance of each operator is important to both parties and the following standards have been agreed to:

Clothing

- a) All conditions in the collective agreement which pertains to operator uniforms apply.
- b) Until a uniform has been issued, dark blue or black slacks and conservative solid colour shirts (preferably light blue or white) are to be worn.
- c) All issued clothing must be kept and worn in a clean and neat condition.

- d) The practice of decorating any part of the uniform with numerous buttons is not acceptable. Operators must not wear any political or other advertisements on their uniform. Only items approved by the appropriate Manager or Nominee may be affixed to the uniform.
- e) Only footwear that has been issued or approved by the appropriate Manager or Nominee will be worn.
- f) Uniform clothing must not be worn at any time when consuming alcoholic beverages in a public place.

A ruling by the Director, Transit Services may be taken up under the grievance procedure if the employee so desires.

Renewed at Waterloo this 27th day of March, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
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Glenn Roach

For UNIFOR, Local 4304

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Letter of Understanding #13
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Safety of Employees and Use of Cameras

This letter will confirm the Region's intent that the use of cameras are for the purposes of ensuring employees' and the public's safety as well as for the protection of the Region's facilities and property. Surveillance footage shall not be used for performance monitoring. It is the Region's belief that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers and protection of company property.

Use of the video surveillance to follow up on a complaint or conduct an investigation will be limited to the incident in question.

If the employer, reviewing video footage for another purpose, identifies behavior that would result in discipline, providing the Employee does not have previous discipline involving a similar offence, will receive a letter of counsel. Similarly, unsigned complaints that would result in discipline if received through a signed complaint, will result in the employee receiving a letter of counsel.

These letters of counsel will be kept on the employee's file for a period of twenty-four (24) months. Any subsequent

behavior related to the behavior addressed in the letter of counsel will result in discipline.

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie

Peter Zinck

Bryan Tyrrell

Annette Mejus

Sheila Goldsworthy

Diana Brookes

Glenn Roach

For UNIFOR, Local 4304

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Bill Gibson

Letter of Understanding #14
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Safety in the Workplace

The Region is willing to investigate areas where safety concerns have been identified to proactively develop initiatives which could include operator training, enhanced security presence and security system improvements.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
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For UNIFOR, Local 4304

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Letter of Understanding #15
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Covering work absences in Mobility*Plus* Dispatch area:

Full Shifts:

- 1) Available Part-time Dispatcher (may use more than one person to accomplish),
- 2) Complete shift as overtime to Full-time Dispatcher on day off,
- 3) Complete shift as overtime to Full-time Temporary Dispatcher on day off,
- 4) Complete shift as overtime to Dispatch-trained Mobility*PLUS* Vehicle Operator on day off,
- 5) Complete shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day covered as overtime by Mobility*PLUS* Vehicle Operator on a day off,
- 6) Complete shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day covering that persons work on the road by a Part-time Mobility*PLUS* Vehicle Operator,
- 7) Split shift into largest possible pieces of work – cover as pieces of work.

Part Shifts (full piece but less than a full shift ie: dispatch works part of the day or meeting coverage):

- 1) Available Part-time Dispatcher, or

- 2) Full-time Dispatcher working that day as overtime if able to cover full piece less than 4 hours
- 3) If 4 hours or more:
 - a) Complete part shift as overtime to Full-time Dispatcher on day off,
 - b) Complete part shift as overtime to Full-time Temporary Dispatcher working that day if able to cover full piece
 - c) Complete part shift as overtime to Full-time Temporary Dispatcher on day off,
 - d) Complete part shift as overtime to Dispatch-trained Mobility*PLUS* Vehicle Operator on day off
- 4) Complete part shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day,
 - a) cover with Part-time operator
 - b) cover with Full-time Mobility*PLUS* Vehicle Operator as overtime

If unable to cover a piece of work in dispatch (either full or part shift) break the work into as many pieces as necessary and cover as able within reasonable time restrictions.

Any errors or omissions in the above procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure.

Renewed at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

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Letter of Understanding #16
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse. They may also need to find out about specialized resources in the community concerning these and other issues.

For this reason the parties agree to recognize the role of a Women's Advocate Program in the workplace. This referral program is jointly run with trained female union and management employees. A Women's Advocate will be selected by the Union from amongst the female bargaining unit employees. A second Women's Advocate will be selected by Management from amongst the female Management employees. The Advocates will make themselves available to female employees to discuss problems and disseminate information about local services and supports. The Advocates are not counsellors. They refer women to appropriate support agencies for their issues, such as the Employee Assistance Program (EAP).

The names of the Advocates will be posted on the union bulletin board. The Employer agrees to provide access to a meeting room so that confidentiality can be maintained. Employees have the ability to contact either or both of the Women's Advocates.

It is intended that women will access the Women's Advocates outside of their regularly scheduled hours. Where this is not possible, meetings may take place during scheduled hours at the request of the Management Women's Advocate.

The Women's Advocates will participate in an initial forty (40) hour training program organized by **Unifor**. The Employer agrees to pay for regularly scheduled shifts for the time off to attend the course.

The Women's Advocates will not be involved in any step of the grievance or discipline procedure. Any workplace harassment situations shall be brought to the attention of the Employer immediately.

The Employer agrees to pay for regularly scheduled shifts for the time off to attend the course as well as the cost of the course up to a maximum of six hundred dollars (\$600.00). **(once every three (3) years).**

Amended at Kitchener this 14th day of February, 2014.

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
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Letter of Understanding #17
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Excess Hours Permit

During the term of this agreement the Union agrees to support the Employer's application for an Excess Hours Permit from the Employment Standards Branch.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

Darlene Wilson
Lisa Hatherley
James Devine
Randy Lohnes
Scott Desjardins
Nandor Kosza
Bill Gibson

Letter of Understanding #18
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Vacation Switches

The parties agree to the following with respect to Vacation Switches in Department #1.

1. Vacation switches between employees must be for a complete week.
2. The Holiday Spare Operator (Conventional) or person covering vacation (Mobility*PLUS*) will work the shift they originally signed.
3. The operators agreeing to switch vacation weeks are required to cover each others work.
4. All vacation switches must be documented on the appropriate forms and approved by Management.
5. It is the responsibility of both operators to ensure vacation switches adhere to all ESA and CVOR regulations. Any violation may result in a cancellation of the vacation switch by Management.
6. If a specified holiday falls within the week of the switch, the operator with the week off earns the lieu day.
7. Once the initiating operator switches his/her week they are not permitted to switch that week again.
8. Points 2 & 3 do not apply if the vacation switch is approved before the work sign-up starts.

9. The parties understand a vacation switch may result in the violation of articles 32.7 and 32.8 of the collective agreement and therefore, under these circumstances, the vacation switches can not be grieved.

Renewed at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
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For UNIFOR, Local 4304

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Letter of Understanding #19
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
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UNIFOR, LOCAL 4304

Re: Health Care Spending Account

The parties agree that when an employee continues to actively work full-time after the age of **67** the following conditions will apply.

- 1) The employee will be transferred to the Region's Health Care Spending Account – Group Policy Number 82000-065.
- 2) All employees covered by this plan will be eligible to any changes/amendments made to the plan.
- 3) A copy of the policy brochure is available.

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Sheila Goldsworthy
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Glenn Roach

For UNIFOR, Local 4304

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Letter of Understanding #20
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Bracketing

1. Employees off due to illness/injury for extended periods will be signed in brackets.
2. Any employee may sign beside the employee that has been bracketed and will do that work for the sign up period.
3. If the Employee that was signed within the brackets returns to work, the employee that signed beside the bracketed employee will be given their pick of the open work available. This would include all work available such as other work covered by temporary employees. The temporary employee filling this work would return to part-time.
4. If the employee who originally signed the open work subsequently returns to work then the employee who signed beside the bracketed employee will be again given their pick of the open work available. This would include all work available such as other work covered by temporary employees. The temporary employee filling this work would return to part-time.

Amended at Waterloo this 14th day of February, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
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Letter of Understanding #21
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Part-time Availability for Department 1

All part time employees shall submit their availability seven (7) days preceding the month following. Each part-time employee shall advise the Assistant Manager, or designate, of their availability for no less than eight (8) full shifts per month (covering a 24 hour period starting with the daily service schedule).

All part-time employees must commit to working at least four (4) weekend dates per month (covering a 24 hour period starting with the daily service schedule). Weekend dates to include Friday, Saturday **and** Sunday.

Part time employees who sign for weekend shifts via the part time weekend bid list process can reduce their weekend availability commitment by an equivalent number of shifts, but must still provide a minimum availability of eight (8) full shifts per month in addition to the weekend shifts signed for via the bid list process.

Part time employees will be precluded from including statutory and specified holidays as part of their minimum availability.

Part-time employees can revise their availability at least four (4) days preceding the fifteenth (15th) calendar day of the month for the

rest of the month. Any revisions must continue to include the minimum availability requirement of eight (8) full shifts per month as indicated above.

A part-time employee who refuses or is unable to be contacted for six (6) shifts in a two consecutive month period for which they committed availability as per the above shall have their name removed from the part time seniority list and cease to be employed by the Region.

It is the employee's responsibility to ensure that they have provided the Assistant Manager, or designate, their primary telephone number.

The employee will have the opportunity to respond to a missed call within fifteen (15) minutes. Failure to respond within fifteen (15) minutes will result in a refusal. This does not prevent the employer from continuing to attempt to assign the shift, or from assigning the shift(s) available.

The employer agrees that part-time employees shall not be utilized as spare board while this letter is in effect.

Amended at Waterloo this 9th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
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Letter of Understanding #22
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Use of Family Sick

For clarification purposes and regardless of the length of individual shifts, the parties agree that effective January 1, 2010 the use of **paid** family sick for any full-time employee will be capped at **forty (40)** hours per year. The maximum daily amount of time granted for **paid** family sick will be determined by the employee's individual shift.

Employees may use paid family sick and/ or unpaid family sick provided the total amount of paid and unpaid family sick does not exceed ten (10) days, to a maximum of eighty (80) hours.

For example, an employee who works **ten (10)** hour shifts and requests full days as **paid and/or unpaid** family sick will exhaust their **paid/unpaid** entitlement for the year in **eight (8)** days while an employee who works **eight (8)** hour shifts will exhaust their **paid/unpaid** family sick for the year in **ten (10)** days.

Unpaid family sick referenced above will be available as per Minutes of Settlement of the grievance filed with respect to the Attendance Management Program dated May 27, 2013. Management will communicate the details of the settlement reached.

Amended at Waterloo this 27th day of March, 2014

For the Region of Waterloo

Eric Gillespie

Peter Zinck

Bryan Tyrrell

Annette Mejus

Sheila Goldsworthy

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Glenn Roach

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Letter of Understanding #23
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re:Prepaid Leave

The parties to this Collective Agreement agree that the Prepaid Leave Policy # III-24 established by the Council of The Regional Municipality of Waterloo in effect as of date of ratification of this collective agreement shall apply to members of Unifor Local 4304.

Signed at Kitchener this 8th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
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Glenn Roach

For UNIFOR, Local 4304

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Letter of Understanding #24
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Mobility Plus Vacation Coverage

The parties agree, that when there becomes a temporary position open due to vacation coverage in MobilityPLUS of two (2) weeks or more, the work assignment will be offered to a full time employee of less seniority before offering it as a temp assignment to a part time employee. This will be limited to one (1) movement per vacation coverage assignment and must be in compliance with ESA. When the temp assignment is complete, the employee that took the vacation coverage will return to their signed work. The temporary employee filling their work would return to part time.

Signed at Kitchener this 8th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
Bryan Tyrrell
Annette Mejus
Diana Brookes
Glenn Roach

For UNIFOR, Local 4304

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Letter of Understanding #25
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Temp Coverage in Conventional

The parties agree, that when on occasion there becomes a temporary position due to extended illness or leave of absence in Conventional, if the absence will cover the remainder of the current sign up period and is at least two (2) weeks or longer, the work assignment will be offered to the most senior spareboard operator (whose seniority is lower than the operator who created the temporary opportunity). If the spareboard operator accepts the work a temporary spareboard assignment may be offered to a part time operator.

Signed at Kitchener this 8th day of April, 2014

For the Region of Waterloo

Eric Gillespie
Peter Zinck
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