

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HAMILTON

AND

**AMALGAMATED TRANSIT UNION
LOCAL 107**

January 1, 2019 to December 31, 2022

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the City (HSR) and its Employees in order to facilitate the provision of effective and efficient public transit services and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, safe and reasonable schedules, and wages for all Employees who are subject to the provisions of this agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The City (HSR) recognizes the Union as the sole collective bargaining agency for all Employees employed in the Transit Division (Hamilton Street Railway), save and except the Senior Transit Technologist, all Supervisors and all those above the rank of Supervisor and those Employees covered by a subsisting Collective Agreement.
- 2.02 In an effort to address concerns of the Union that privatization or mergers will adversely affect the existence of the Union, the City (HSR) and the Union agree that should the City (HSR) be sold, merged with another City or change its ownership, the Union and City (HSR) agree that the A.T.U. will be the sole bargaining agent.
- 2.03 New position shall be governed under article 19.15 of this agreement. In the event the parties are unable to agree on whether the position(s) are or are not Employees to be covered by this Agreement, then those position(s) shall be the subject of an application to the Ontario Labour Relations Board for determination of their status, pursuant to Section 95 of the Ontario Labour Relations Act. Upon determination that any such position(s) listed is an Employee by the Ontario Labour Relations Board, such position(s) shall be included in the Collective Agreement. In the event the parties are unable to agree on the wages of any such position(s), that question shall be referred to an arbitration board for final determination pursuant to the grievance and arbitration procedure under the Collective Agreement.

ARTICLE 3 – RELATIONSHIP

- 3.01 The parties hereto mutually agree that any Employee covered by this agreement must become a member of Local 107.
- 3.02 The City (HSR) agrees that no Employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in the Union, or by reason of any activity in the Union.

- 3.03 The Union agrees it will not discriminate against, coerce, restrain or influence any Employee because of their membership or activity in the Union.
- 3.04 The Union will not engage in Union activities, or hold meetings on the property or in the vehicles of the City (HSR), or during working hours without the permission of the Director of Employee and Labour Relations, or designate.

ARTICLE 4 – MANAGEMENT RIGHTS

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

The City (HSR) also agrees to inform the President of Local 107 of major policy, procedure and shift changes, for the purpose of giving the Local an opportunity to make recommendations with regard to these matters prior to implementation. This does not include such things as Operating Notices, Maintenance Notices, temporary shift changes, etc.

- 4.02 The Union acknowledges that it is the exclusive function of the City (HSR) to hire, promote, demote, transfer, and suspend Employees, and also the right of the City (HSR) to discipline or discharge any Employee for cause, provided that a claim by an Employee, who has acquired seniority, that they have been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 4.03 Without limiting the generality of the right of the Employer to discharge for just cause, it is expressly understood and agreed that any of the following causes shall be conclusively deemed to be sufficient cause for the summary dismissal of any employee: absence without leave or without reasonable justification or cumulative culpable absences, consuming or possessing alcohol, cannabis, or illicit drugs or being impaired by alcohol, cannabis, illicit drugs, or medication while on duty, theft, any flagrant violation of safety rules, or with knowledge, driving while one's driver's licence is under suspension or the driver has been disqualified from driving.

Any non-probationary Employee required to drive a City vehicle with one (1) or more years' service-will not be subject to dismissal for loss of his driver's license for a first off-duty occurrence, provided Management has been informed prior to the beginning of the Employee's next schedule shift. Such employee will be placed on layoff, without pay or benefits until his license is restored. In such cases of layoff under this article, the Employer agrees to code the record of employment as layoff however, the Employee will have no rights or entitlements to the layoff provisions outlined in the Collective Agreement. A second occurrence will be deemed sufficient cause for dismissal.

- 4.04 No Local 107 Employee shall be laid off or terminated, directly as a result of the City (HSR) contracting out any of its work or services.

ARTICLE 5 – NEGOTIATION OF GRIEVANCE COMMITTEE

- 5.01 Members of Joint Union/Management Committees including but not limited to Grievance Committee, Labour/Management Committee, Joint Occupational Health and Safety Committees, Joint Job Evaluation Committee, shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer necessary to the administration of this Agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of this Agreement.

- 5.02 The Employer shall recognize that a grievance committee shall be composed of three (3) members one of whom shall be the Chairperson. All members of the Grievance Committee shall be Employees of the Employer. At the request of the Union, a steward may attend grievance meetings to facilitate the process.

The Employer recognizes the right of the President of the Union or their designate and the ATU International Representative to attend grievance meetings.

- 5.03 Members of the Negotiating Committee shall be granted leave of absence and four (4) will be paid their regular daily rate of pay, excluding any and all premiums, for the attendance at all meetings with Officials of the Employer including with any Committee, Board or other duly constituted statutory authority, arranged or called for the purposes of:

- (a) negotiating or determining any matter arising during the term of the Agreement, or
- (b) bargaining with the view towards;
 - (i) an extension of or a renewal of, with or without modification, this Agreement, or

(ii) the making of a new agreement.

- 5.04 Officers of Local 107, members of union committees, when not paid by the employer, shall be allowed reasonable leave of absence from their duties without pay for the purpose of conducting necessary business of the Local Union, provided the request for such leave of absence is made to the city at least twenty-four (24) hours in advance, where possible, to permit rearrangement of work assignments.

Notice of Intent: Article 5.03 (a) refers specifically to matters relating to negotiations or disputes arising relative to the negotiation process, it is not intended to relate to grievances or grievance arbitrations.

- 5.05 In recognition of labour relations benefits and efficiencies attained by the Employer through the utilization of Union services, the Employer agrees to issue an annual stipend to the Union of \$39,692.87 during the first pay period in January. Each year such stipend shall be subject to any annual percentage increase negotiated by the Parties as applied to employee wages.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 6.02 No grievance shall be considered
- (i) which takes over or displaces the function of management, or
 - (ii) where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance,
 - (iii) unless the Employee has first given their immediate supervisor an opportunity to adjust their complaint.
- 6.03 Failing a satisfactory resolution as outlined in 6.02 (iii) the Union shall submit a written grievance to the Director of Labour Relations, or their designate, within ten (10) working days of an issue being identified.

The Director of Employee and Labour Relations, or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance.

The Director of Employee and Labour Relations, or their designate will issue a response in writing to the Chairperson of the Grievance Committee

within ten (10) working days of the above meeting. In the event the Director of Labour Relations, or their designate, denies the grievance, they shall state the reasons in writing.

- 6.04 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 7 within thirty (30) calendar days of the receipt of the Director of Employee and Labour Relations, or their designates, response.

By agreement of the parties unresolved grievances may be referred to mediation. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

- 6.05 The City (HSR) and the Union agree to abide by the terms of the Ontario Human Rights Code. Any hourly/salary-rated Employee who may consider that they have been discriminated against or harassed by any member of the supervisory staff shall discuss the case with a member of the Grievance committee within two (2) working days of the occurrence, giving rise to same. If the committeeman consulted does not feel that the matter has been settled to the satisfaction of all concerned, grievance proceedings may be instituted by either the aggrieved party or the Grievance Committee of the Local 107, commencing at Step 2 within six (6) working days of the initial cause of complaint.

After one (1) year from the step two (2) response, if the grieving party has not declared their intention to refer a grievance to arbitration by engaging in the selection of an arbitrator, the matter will be considered withdrawn without prejudice or precedence.

- 6.06 For the submission of grievances as provided above, working days shall be considered as Monday to Friday (excluding statutory holidays)

6.07 **MEDIATION/ARBITRATION**

Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner. Expenses shall be shared equally.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The mediator/arbitrator shall give a succinct decision within

five (5) days after completing proceedings, unless the parties agree otherwise.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, will be referred to an Arbitrator at the request of either of the parties hereto.
- 7.02 When arbitration is requested by either side, the Arbitrator will be selected by mutual agreement of the City (HSR) and the Union within thirty (30) calendar days. These times lines shall only be extended by mutual agreement between the City (HSR) and the Union.
- 7.03 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance, subject to 6.07
- 7.04 The Arbitrator constituted in the above manner shall deal only with the matter in dispute, and the decision of the Arbitrator shall be final and binding on both parties.
- 7.05 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 7.06 The City (HSR) and the Union will share the cost of the Arbitrator.
- 7.07 In situations where it is mutually agreed, the City (HSR) and the union will provide written submissions to the arbitrator in lieu of a formal arbitration hearing.

ARTICLE 8 – NEGOTIATION OF GRIEVANCES - GROUP AND UNION

8.01 GROUP GRIEVANCES

If a group of Employees have a complaint wherein each of them is similarly affected, it may be submitted on their behalf to their immediate Manager or designate by a spokesperson, or a delegation of three (3) Employees from the affected group, all of whom shall be named in the statement of grievance. The grievance shall then be dealt with under the procedure provided by Article 6 in the same fashion as an individual grievance, with the spokesperson, or delegation, acting on behalf of the group aggrieved, assisted by a member of the Grievance Committee at the option of the spokesperson or delegation.

8.02 UNION GRIEVANCES

If the Union has a complaint against the application or interpretation of the terms of this agreement by the City (HSR), within six (6) days of the circumstances occurring which give rise to the complaint the Union shall notify the Director of Employee and Labour Relations, or their designate in writing outlining the complaint, that it wishes to meet with them to examine the nature of the complaint, either represented by one of its Officers or its Grievance Committee. The Union representative or Grievance Committee shall meet with the Director of Employee and Labour Relations, or their representative(s), as soon as possible following receipt of the notification and shall deal with the grievance as provided under Article 6 of this agreement.

ARTICLE 9 – MANAGEMENT GRIEVANCES

- 9.01 If Management has a complaint against the application or interpretation of the terms of this Agreement by the Union, within six (6) days of the circumstances occurring which give rise to the complaint becoming known to the City (HSR), the Director of Employee Health & Labour Relations shall notify the President of the Union in writing outlining the complaint, and that it wishes to meet with them to examine the nature of the complaint, either represented by the Director, Employee Health and Labour Relations, or their designate or a representative of the Transit Division. The Director of Transit or designate shall meet with the President of the Union, and/or their representatives as soon as possible following the receipt of the notification and shall deal with the grievance in a similar manner as provided under Article 6 of this Agreement. Where the meeting in question has been called by Management, the City (HSR) agrees to pay the members of the Grievance Committee - not exceeding seven (7) - for all time lost at straight time rates of pay for attending such meetings

ARTICLE 10 – DISCHARGE CASES

- 10.01 In the event of an Employee who has attained seniority being discharged from employment, and the Employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 10.02 All such grievances shall be filed within five (5) working days of the discharge with the Director of Employee and Labour Relations, or their designate. A grievance meeting shall be held within a further five (5) working days and the Director of Employee and Labour Relations, or their designate, shall render a decision in writing within five (5) working days of the grievance meeting. If the final settlement of the grievance is not arrived at it may be referred to an Arbitrator, as provided for in Article 7 within fifteen (15) days of when the decision was rendered. All preliminary steps of the grievance procedure prior to Step No.2 will be omitted in such case.

The timelines contained in this article may be extended only by mutual consent of both parties.

- 10.03 Such special grievances may be settled by confirming management's action in dismissing the Employee, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 10.04 When an Employee has been dismissed without notice, a member of the Grievance Committee shall have the right to interview the Employee before they leave the City (HSR)'s premises.

An Employee who declines to be interviewed must sign a waiver form.

ARTICLE 11 – NO STRIKES – NO LOCKOUTS

- 11.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, slowdown or stoppage of work, either complete or partial and the City (HSR) agrees that there will be no lock out.
- 11.02 The City (HSR) shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, stoppage, or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 above.
- 11.03 The Union agrees that it will not involve the City (HSR) in any dispute between itself and another Employer or in any dispute between any other Employer and the Employees of such Employer, or in any dispute between the Union and another bargaining agent.

ARTICLE 12 – WAGES

- 12.01 During the term of this agreement, the City (HSR) and the Union agree that all payments of wages/salaries will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this agreement.
- 12.02 In all cases of promotion within the Administrative Section, a promotion which results in a change in status from Acting/Temporary to Full-Time, time served and experience gained in the Acting/Temporary capacity will automatically advance the successful candidate to the applicable rate of the classification's pay scale.

Any Employee promoted to a Full-Time position or who has not gained any experience in an Acting/Temporary capacity will start at Step One of

the classification's pay scale progressing to the top rate, as per Schedule "A".

The Employer has the sole discretion to place any successful applicant, internal or external, into any step with the applicable job rate.

- 12.03 **OPERATOR & MAINTENANCE:** Two dollars (\$2.00) an hour will be added to the hourly rate of pay of all hourly-rated Employees while temporarily replacing Foremen or Inspectors for all work so performed. Hourly rated Employees who are appointed by the City (HSR) to be Crew Leaders will have one dollar (\$1.00) per hour added to their hourly rate. A Crew Leader designation will not be used to obtain preferential shifts, days off or vacation.

ADMINISTRATIVE: Whenever an employee is required to perform the work of a higher paid classification for a continuous period of four (4) working hours or more, they shall receive full rate of pay for work performed up to a maximum of two dollars (\$2.00) per hour.

Note: The foregoing shall not include the classification of Inspector(s) when acting in the classification of Superintendent. Inspectors shall be paid an additional two dollars (\$2.00) per hour for all time worked as an acting Superintendent.

- 12.04 The City (HSR) agrees to pay all hourly/salary-rated Employees every second Friday. A schedule showing the pay days and the pay periods which will close every second (2nd) Saturday night will be posted for each calendar year. All Employees are required to set up direct deposit.

12.05 **SUNDAY PREMIUM**

All Employees required to work on a Sunday shall be paid at the rate of time and one quarter (1¼) for all time so worked. Eligibility for Sunday premium pay shall be determined by the time at which work was commenced - not concluded. Any work commencing on a Saturday and concluding on a Sunday will not be eligible in any portion of the shift for time and one quarter (1¼). Conversely, work commencing on Sunday and concluding on Monday will be paid at the premium rate throughout the entire time of the shift.

12.06 **WAGE INCREASES**

January 1, 2019 - 1.75 %
January 1, 2020 - 1.75 %
January 1, 2021 - 1.75 %
January 1, 2022 - 1.75 %

ARTICLE 13 – STATUTORY AND DESIGNATED HOLIDAYS

13.01 All hourly/salary rated Employees required to work on a holiday as outlined in article 13.02 shall be paid at the current rate of time and one-half (1 ½) for all time so worked provided they do not fail without reasonable cause to;

- (i) work their last scheduled working day preceding the holiday and upon their first scheduled working day succeeding such holiday, and;
- (ii) work their entire shift on the public holiday if they agreed to or were required to work that day.

Any allowance paid on the holidays as outlined in 13.02 shall be paid for at straight time rate.

Eligibility of any Employee for premium pay shall be determined by the time at which the work was scheduled or ordered to commence - NOT concluded. Any work schedule to commence on the day before a day, on which premium pay shall be payable, and concluding on the holiday itself, shall not be eligible in any portion of the shift for premium rates of pay. Conversely, work scheduled or ordered to commence on the day on which premium rates of pay are payable and concluding on the following day will be paid at the premium rate throughout the entire time of the shift.

13.02 Statutory and designated holidays for all hourly/salary rated permanent Employees of the City (HSR) shall be New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or the days in lieu thereof when so designated by the Ontario or Federal Governments.

Holiday Pay shall be interpreted to mean pay granted under the provision of this contract on a designated holiday and for which no work is performed.

13.03 All hourly/salary rated Employees not required to work on a designated/statutory holiday as defined in Section 13.02 above, and qualifying within the limitations of this Article, shall receive holiday pay of eight (8) hours at straight time, in accordance with the rates of pay in Schedule "A" attached, subject to the conditions and restrictions as provided herein.

Maintenance /Administrative Employees whose regularly scheduled hours are different than eight (8) hours per day shall receive holiday pay of their regularly scheduled hours at straight time, in accordance with rates of pay in Schedule "A" attached, subject to the condition and restrictions as provided herein.

All hourly-rated Employees required to commence work on any designated/statutory holiday observed by the City (HSR), shall, if otherwise qualified, be paid holiday pay, and in addition be paid for all such work for the actual number of hours so worked, or portion of an hour, at time and one-half in accordance with the rates as set out in Schedule "A" but subject to the contract provision for overtime.

Wind-down and Casual Labourers will be entitled to holiday pay as per the Employment Standards Act.

- 13.04 When a holiday for which an Employee would be entitled to holiday pay falls within an Employee's regular annual vacation period, the following shall apply:

Employees shall be allowed holiday pay for such day at the rate of eight (8) hours straight time in addition to their entitlement to vacation pay under the provisions of Articles 13 and 14 and within the restrictions of Section 14.02, or alternatively, will be granted a day off with pay if requested. Subject to operational requirements, such day will be taken at the beginning or the end of the annual vacation period, or alternatively the employee may elect to use the holiday as a single vacation day.

Maintenance/Administrative Employees whose regularly scheduled hours are different than eight (8) hours per day shall receive holiday pay of their regularly scheduled hours at straight time, in accordance with rates of pay in Schedule "A" attached, subject to the conditions and restrictions as provided herein.

Any full-time Employee who regularly works a work week of less than five (5) days per week shall be paid their regular daily total of hours.

- 13.05 Probationary Employees will be eligible to qualify for holiday pay as provided by the Employment Standards Act.
- 13.06 Where an Employee volunteers to work on a designated holiday which is their off-day, they will be paid at one and one-half ($1\frac{1}{2}$) times the regular rate, in addition to the holiday pay provided for in Article 13.01 of this article if qualified in all respects.
- 13.07 Statutory holiday service requirements in the Inspector group shall be provided first by the Inspectors normally required to work on the day on which the statutory holiday falls, provided they are qualified and capable of performing the required duties. If any such Inspectors request the day off, their requests will be allowed on a classification seniority basis if sufficient volunteers are available to meet the Company's service requirements. However, if there are no volunteers available, Acting Inspectors will be asked to work the statutory holiday, if not already scheduled to work.

ARTICLE 14 – VACATIONS WITH PAY

14.01 An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to their aggregate credited service as follows:

Years of Service	Vacation Entitlement	
	Weeks	Days
1	2	2
2	3	2
3	3	2
4	3	2
5	3	2
6	4	2
7	4	2
8	4	2
9	4	4
10	4	4
11	4	4
12	4	4
13	5	2
14	5	2
15	5	2
16	5	3
17	5	3
18	5	4
19	6	0
20	6	1
21	6	1
22	6	1
23	6	2
24	6	2
25	6	2
26	7	2
27	7	2
28	7	2
29	7	2
30	8	0

14.02 All vacations granted shall be considered to start on a Sunday Morning. A weeks' vacation shall mean a calendar week of seven (7) days with five (5) days' pay. Each day's pay shall be calculated at eight (8) hours straight time based on the daily rate of pay in effect at the time the vacation is taken.

14.03 Notwithstanding the schedule of vacation leave noted in Article 14.01, an Employee, who has been granted and taken vacation leave and

terminates their employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from their termination pay as per Article 14.8.

- 14.04 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Employee. Service is calculated on the basis of regular hours worked, and also includes any period or periods of paid absence due to sickness (certified by a medical practitioner), bereavement, jury duty, accident while on duty, maternity/parental/adoptive leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.
- 14.05 Employees will be given an opportunity, based on seniority within their section or work unit, as per Article 19.01, to bid for the vacations with pay to which they are entitled. Employees will not be permitted to exchange vacations, alter the dates after selection has been made, nor extend the vacation period except in special cases.

Blocks for vacation in the Operations Division in a given year will be first posted for sign-up not later than October 15th of the preceding year, provisional sign-up to be completed by one (1) calendar month later. The vacation blocks posted for the ten (10) week summer period will be a minimum of nine-percent (9%) of full-time permanent Operators that exist on the 1st day of the month of September of the preceding vacation year. Operator Employees will bid within the blocks available as posted by the City (HSR) according to rotating seniority lists devised by Local Union 107 and agreed to by the City (HSR).

Garage and Maintenance Employees will bid on a seniority basis within their own units and within blocks throughout the year available as posted by the City (HSR).

Blocks for vacation in the Administrative Section, a given year will be first posted for sign-up not later than October 15th of the preceding year, provisional sign-up to be completed by one calendar month later. It is agreed that the current guidelines will be amended to allow a minimum of three (3) Inspectors off on vacation at any one time during the peak vacation periods. These periods are defined as two (2) weeks at Christmas, one (1) week during the March break and the Summer Board, which is a period of ten (10) weeks. If the number of Inspectors is increased to seventeen (17) or more, a minimum of four (4) Inspectors will be allowed off on vacation at any one (1) time during the peak vacation periods. An employee will be allowed to sign one (1) week of their vacation entitlement as five (5) single days.

Blocks for vacation in the Maintenance division, a given year will first be posted for sign-up not later than December 1st of the preceding year, with

a view to having the sign-up completed by January 31st. Requests for vacation during January of the vacation year must be submitted to the Manager of Fleet Maintenance, in writing, prior to December 1st of the preceding year. It is further agreed that no unit will be completely vacated. An employee will be allowed to sign one (1) week of their vacation entitlement as five (5) single days. The allocations for vacation purposes shall be as follows:

Maintenance and Administrative Section Chart Notes:

- (1) Includes ten (10) complete weeks in the period June - August (ending prior to Labour Day). During this time period the number off in any unit may be twenty-five percent (25%) of the total Employees in the unit, calculated to the nearest whole number (i.e. $2.5 = 3$, $0.4 = 1$)
- (2) Limited to twenty-five percent (25%) or one (1) person (whichever is greater) within the signing group blocks as stated below.
- (3) Limited to three (3) weeks each during summer peak. After all in the group have signed once, the remaining available peak weeks may be signed for.
- (4) Administrative Division signing blocks will be signed for by seniority within the work unit concerned.
- (5) Service Line may exceed twenty-five percent (25%) if equivalent casual or student Employees are available.

Maintenance Section Signing Blocks

Job Groups for Vacation		Peak	Remainder
Signing			
Automotive Mechanic	Days	25%	25%
Auto Mechanic	Afternoon	1	1
Auto Mechanic		1	1
(10hrs 7:30pm-5:30am)			
Auto Mechanic	Night	1	1
Auto Apprentice		1	1
General Repair:			
Electrical Systems Mechanic		1	1
Body/Major Repair:			

Electrical Systems Mechanic		1	1
Component Mechanic		1	1
Electronic/Electronic Technician			
Component Shop: Mechanic		1	1
Air and Hydraulic - Mechanic Electrical			
Body Repair Mechanic	Days	25%	25%
Body Repair Mechanic	Aft	1	1
Body Repair Mechanic		1	1
(10hrs 7:30pm-5:30am)			
Plant Electrician		1	1
Painter Days		1	1
Machinist		1	1
Plant Maintainer - Electrician/ Millwright/Maintainer		1	1
Tire Installer		1	1
Carpenter		1	1
Brake Maintainer			
(10 hrs 7:30pm - 5:30am)		1	1
Maintainer Farebox		1	1
Maintainer		1	1
Maintainer Plant/Janitor		1	1
(Shop)			
Service Line Worker/ Compressor Operator		1	1
Service Line Worker/ Go Transit		1	1

Service Line Worker	25%	1
Interior Cleaner	1	1

Administrative Section Signing Blocks

Job Groups for Vacation	Peak	Remainder
Signing		
General Repair Foreman	1	1
Heavy Repair Foreman	1	1
Electronic/Electrical Foreman	1	1
V.S.C. Foreman	1	1
Body Shop Foreman	1	1
Service Line Foreman	1	1
Stock Room	25%	1
Senior Garage Clerk	1	1
Admin Asst III-Transit	1	1
Information Clerk	1	1
Transit Tech III	1	1
Senior Ticket Agent/Ticket Agent	1	1
Ticket Deliverer	1	1
Fare Media Coordinator	1	1
Customer Service Rep	2	2
Administrative Assistant	1	1
Disbursement Clerk	1	1

- 14.06 An Operator will be allowed to sign one (1) week of their vacation entitlement as five (5) single days' which will be paid at the rate of eight (8) hours maximum per day.

Operators entitled to more than two (2) weeks' vacation will be allowed to sign one week as single vacation days. They will be required to declare their intent by September 30th before the annual vacation sign-up.

Operators may pre-book, by seniority, during the annual vacation board sign-up. Following the vacation board sign-up, all requests will be considered on a first-come-first-serve basis.

The maximum number of Operators allowed off on single vacation days will be determined by the Superintendent of Workforce Planning and will be subject to the availability of workforce.

Any unused days from the splitting of a vacation week not used by December 31st, in any given year will be paid out at a rate of eight (8) hours maximum per day for the amount of unused time.

14.07 Where an Employee who is entitled to Short Term Disability benefits is on vacation and is,

- (a) hospitalized, (admitted as an inpatient requiring an over-night stay in the hospital), or
- (b) convalescing following hospitalization, or
- (c) in Home Care prescribed by the Employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

In addition to the foregoing, should an Employee, while on vacation, suffer an illness or injury of a degree of significance or seriousness which would be equivalent to those which might otherwise require the type of confinement described in a), b) or c) above, they may apply to the Director of Labour Relations, or their designate, for re-instatement of their vacation credits for the period of incapacity. The Employee may be required to provide medical documentation, as provided by the Employee's attending physician, to substantiate their application.

14.08 An Employee who separates or retires shall be paid separation vacation pay on the basis of the following:

<u>Vacation Qualification</u>	<u>Vacation Pay</u>
8 weeks	16.0%
7 weeks and 2 days	14.8%
6 weeks and 2 days	12.8%
6 weeks and 1 day	12.4%
6 weeks	12.0%
5 weeks and 4 days	11.6%
5 weeks and 3 days	11.2%
5 weeks and 2 days	10.8%
4 weeks and 4 days	9.6%

4 weeks and 2 days	8.8%
3 weeks and 2 days	6.8%
2 weeks and 2 days	4.8%

ARTICLE 15 – LOSS OF TIME ON CITY (HSR) BUSINESS, COURT PROCEEDINGS OR JURY DUTY

- 15.01 (a) Regular Employees held off on City (HSR) business by order of the City (HSR)'s officials will be paid what they would have earned during the period so held off. Employees , will be paid the difference between what they were able to earn and eight (8) hours at driving rates of pay. All Employees will be reimbursed in a similar manner when required to attend any Court of Jurisdiction, whether or not under subpoena, including pre-trial hearings, wherein the City (HSR) is co-defendant or plaintiff or when required to appear under summons by the Crown as a witness in any matter wherein the City (HSR) is involved, on condition that any witness fee payable to the Employee shall revert to the City (HSR). If an Employee is involved in a motor vehicle accident while on duty and is directed by a police officer to report to the "Collision Reporting Station" (CRS), the employee will be, as soon as practicable, transported to the "CRS" to report the accident and will contact control when the reporting process is completed and will submit a time check and be paid.

An Employee who is required to serve as a juror, a witness in any court, or attend court for any charges related to their duties, shall be paid their normal scheduled working hours for any day or part of a day that they are absent because of such service. Jury duty pay and Witness fees less reasonable expenses incurred by the Employee as a result of serving as a juror or as a Witness, shall be paid to the Treasurer of the Employer on receipt thereof by such Employee.

- (b) Off-duty Employees similarly required to attend any Court of Jurisdiction, whether or not under subpoena, including pre-trial hearings, wherein The City (HSR) is co-defendant or plaintiff or when required to appear under summons by the Crown as a witness in any matter wherein the City (HSR) is involved shall be reimbursed for personal time lost up to eight (8) hours per day at straight time on condition that any witness fee payable to the Employee shall revert to the City (HSR), and on the further condition that such time shall not be counted in calculating overtime or guarantee.

Employees notify the Employer where possible, within seventy-two (72) hours of receiving a subpoena.

15.02 The City (HSR) shall reimburse any permanent Employee who may be called for Jury Duty in any court of law, in the case of a regular Employee for time lost from their regular duties, in the case of spare board operators the difference between what they are able to earn and eight (8) hours at driving rates of pay, and nothing in the case of day-off men, on condition that any fee payable to the Employee shall revert to the City (HSR), and on the further condition that day-on Employees shall, as court rules permit, and so far as reasonably practicable, hold themselves available to the City (HSR) within their normal hours of work.

15.03 The City (HSR) will indemnify Employees to the extent and using the procedure provided in the City of Hamilton Legal Indemnification By-law, being By-law 01-008, as it may exist from time to time. In circumstances where an Employee would not qualify for indemnification in a criminal or administrative action or proceeding that is enforced by a monetary penalty, but in which an adverse result might expose the City (HSR) to the penalty or to civil damages, the City (HSR) will be entitled to provide or fund legal services in defense of such proceeding, without prejudice to its denial of indemnification.

Legal aid may be provided by the City (HSR) to any Employee who is charged with a violation of the Highway Traffic Act, the Health & Safety Act, the Human Rights Code, the Public Vehicle Act or the Criminal Code while on duty or operating a City (HSR) vehicle.

ARTICLE 16 – EMPLOYEE WELFARE BENEFITS

16.01 INCOME PROTECTION PLAN

SECTION A: GENERAL

(1) The Plan consists of both Short Term and Long Term benefits and is designed to provide the Employee with an income if they cannot work due to non-occupational illness/injury. This Plan is not intended to duplicate or replace Workplace Safety & Insurance Board Benefits. An Employee will be paid while they are disabled until the earlier of:

- (a) the Employee returns to normal duties; or
- (b) the Employee is offered suitable work; or
- (c) the Employee is on strike/locked out; or
- (d) the Employee is on a leave of absence; or

- (e) the Employee never intends to return to work, though able, or is employed elsewhere without the City (HSR) knowledge; or
- (f) the Employee is laid off; or
- (g) the Employee retires; or
- (h) the Employee exhausts these entitlements under either of the plans; or
- (j) the Employee dies.

(2) For the purposes of this plan the following terms are defined:

Employee: An Employee is one who is full time and covered by a contractual union agreement which includes the Income Protection Plan.

Short Term Disability: A period of disability resulting from non-occupational illness/injury as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of not more than twenty six (26) weeks.

Long Term Disability: A period of total disability resulting from non-occupational illness/injury, as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty six (26) weeks.

Pay: For the purpose of this plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour, paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the employee's insurable earnings.

Employee's Standard Rate: For Short/Long Term Disability, the Employee's standard rate shall mean the rate of pay in effect on the date of disability.

(3) **TO BE ELIGIBLE FOR IPP:**

- (i) a new Employee shall commence coverage under the plan on the first working day following completion of their probationary period.

- (ii) an Employee who is not at work on becoming eligible will commence coverage following their return to work
 - (iii) in order to be eligible for payment of short term disability benefits, the employee must submit a medical note and/or a sick claim form attached as Appendix "B" within the respective timelines prescribed in Section B, Subsection 8 (iv) and (v) below.
- (4) Service for all Employees for the purpose of the Plan shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service.
- (5) Notwithstanding any other provisions of this contract the City (HSR) may, if deemed advisable, engage an Employee who is drawing disability benefits, in rehabilitation employment for such hours, for such periods, and such rates of pay as may be deemed suitable on the merits of each case, and those provision dealing with pay guarantees or rates of pay in particular are waived. Employees participating in rehabilitative employment/work accommodation initiatives will be paid in accordance with the applicable work accommodation policies.
- (6) The Employer shall continue to pay fringe benefits costs including Dental, Extended Medical benefits, Life Insurance, Accidental Death and Dismemberment (AD&D) and any other applicable benefits negotiated as long as the Employee remains qualified to receive STD or LTD benefits. Where required, payroll deductions for pension purposes shall continue to be made from disability pay.

SECTION B: SHORT TERM DISABILITY

- (1) Short term coverage will be paid in accordance with current policy for disability lasting up to twenty six (26) weeks as outlined in the following schedule:

Regular Employees, employed by the company prior to December 31, 2004 under the former ATU Local 1585 Collective Agreement, shall have their entitlement of 100% weeks frozen at the level of entitlement in effect on December 31, 2004, unless the table below provides a greater entitlement.

Effective January 1, 2006 all Employees, who are entitled to Short Term Disability payments shall be entitled to weeks of short term income protection at 100% pay based on the following table:

- (i) From completion of their probationary period to one (1) year of completed service, Employees shall have twenty six (26) weeks of entitlement at 66 2/3 % of pay;
- (ii) Employees who have completed one (1) full year of service shall have two (2) weeks entitlement to short-term income protection at 100% of pay;
- (iii) Employees who have completed two (2) years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay;
- (iv) Employees who have completed three (3) years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay;
- (v) Employees who have completed four (4) years of service shall have five (5) weeks entitlement to short-term income protection at 100% of pay;
- (vi) Employees who have completed five (5) years of service shall have six (6) weeks entitlement to short-term income protection at 100% of pay;
- (vii) Employees who have completed six (6) years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay;
- (viii) Employees who have completed twenty-five (25) years of service or more shall have twenty-six (26) weeks entitlement to short-term income protection at 100% of pay;

Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.

An Employee who is not present at work on becoming eligible for additional weeks at 100% of pay shall have their entitlement increased following their return to work.

- (2) Benefits are not payable for the following:
 - (i) a disability where the Employee is not under continuing medical supervision and treatment;
 - (ii) a disability caused by intentionally self-inflicted injuries or illness;

- (iii) a disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
 - (iv) pregnancy related disability during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City (HSR);
 - (v) alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
 - (vi) disability due to a nervous, mental psychological or emotional disorder, not under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.
- (3) Payments from the previous noted schedule will be made on the following basis with the provision that any absence due to non-occupational illness/injury will constitute an occasion:
- (i) from the first (1st) day of absence for the first three (3) occasions of absence in a calendar year, and
 - (ii) from the second (2nd) day of the fourth (4th) absence in the calendar year, and
 - (iii) from the third (3rd) day of the fifth (5th) absence in the calendar year, and
 - (iv) from the fourth (4th) day of the sixth (6th) and subsequent absences in a calendar year.

On consent of the Employer, Employees may be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided above in (ii), (iii) or (iv). Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.

When an Employee can demonstrate to the Employer that they can only attend medical appointments during their scheduled work, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from their treatment provider at the commencement of the treatment program, outlining the

anticipated schedule for treatments, including dates when the series will likely commence and cease.

- (4) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability. Successive absences due to the same or a related cause will be considered one continuous period of disability unless separated by return to active employment for a period of three (3) months. A disability due to a different cause will be considered a new period after a return to active employment for one month.
- (5) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (6) An Employee shall be provided up to two (2) one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan. The Employer may require evidence of such appointment.
- (7) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
- (8) REGULATIONS
 - (i) An Employee shall on the first (1st) day of illness, report or cause to report such illness to the Employee's immediate supervisor.
 - (ii) An Employee who fails to report on the first (1st) day absent from work due to illness shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions from the Director of Employee and Labour Relations.
 - (iii) Upon receiving notice of Employee's illness, the Supervisor shall on the same day report such illness on the "absence report forms".
 - (iv) An Employee whose illness/non-occupational injury extends to the fourth (4th) working day shall, on or before the fourth (4th) working day, obtain a medical note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services upon their return to work in order to be eligible for Short Term Disability Benefits. The cost of such

note shall be the responsibility of the Employee. Failure to provide such note will result in non-payment of the days for which the Employee was absent. The note shall identify an anticipated return to work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a medical note but instead be required to provide a claim form in accordance with (v) below.

- (v) An employee whose illness/non-occupational injury extends to the eighth (8th) working day shall, on or before the eighth (8th) working day, file a fully completed Claim Form with Return to Work Services, subject to the following:
 - (a) The cost for completion of the initial Form shall be the responsibility of the Employee. Provided the initial Form was fully completed, the costs associated with subsequent requests for additional medical forms or requests beyond the sick claim form shall be at the expense of the Employer. Where the original Form identifies a specific return to work date, additional Forms will not be required during that period unless there is a change in the expected return date, and
 - (b) Claim Forms must be submitted within five (5) days of the requirement set out in (v) above.
 - (c) The Employee will not receive Short Term Disability benefits past the thirteenth (13th) day if the Employer is not in receipt of a Claim form substantiating their absence. Benefits will resume once the Employer is in receipt of a claim form that substantiates the Employee's absence, and
 - (d) If the above deadlines are not met, any benefits paid to an Employee will be recovered from the first day of absence until the date in which the claim form is received and accepted by the Employer.
- (vi) Where the Supervisor has reasonable cause to believe that the absence(s) of the Employee was not due to non-occupational illness/injury, the Supervisor may demand a doctor's note for one (1) day of absence.
- (vii) For absences of ten (10) or more working days, the Employee must provide a medical certificate, at the

employee's expense, stating the Employee is fit to return to work.

- (viii) An Employee failing to file a Sick Claim Form shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions of the Director of Employee and Labour Relations.
- (ix) An Employee whose illness extends beyond fifteen (15) consecutive working days may be required to file a Sick Claim Form with Return to Work Services and every fifteen (15) days thereafter as required by the City (HSR).
- (x) The immediate Supervisor is responsible for reporting all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.
- (xi) Return to Work Services
 - (a) shall keep a record of all sick leave and accumulated credits, and;
 - (b) Shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.

SECTION C: LONG TERM DISABILITY PLAN

- (1) This coverage is provided under the terms and conditions of Policy No. 85801 issued by the Manulife Financial or equivalent, which, it is mutually agreed, shall be considered as incorporated in the agreement. The premiums will be paid in full by the City (HSR). All benefit payments from the Plan are taxable income.
- (2) Long term coverage will apply to the period of disability in excess of twenty-six (26) weeks. Monthly benefits equal 66 2/3% of normal monthly earnings, reduced by income payable from any of the following sources:
 - (i) Any other group insurance disability benefits arranged through the Employer or any professional association.
 - (ii) Governmental disability benefits
 - (iii) Workers' Safety Insurance Act

- (iv) Canada or Québec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

DEFINITION OF TOTAL DISABILITY

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability.

It is not required that you be confined to home, but you must be under the regular care of a physician.

It is specifically understood that LTD benefits are not payable in respect of any illness or injury for which Workplace Safety and Insurance Board benefits are payable.

- (3) For greater certainty, the total of the amounts payable by Manulife Financial or equivalent, integrated with Canada Pension (disability) throughout any claim for benefit shall be based on the total in effect at the commencement of disability will be reduced so that disability income received from all sources does not exceed eighty-percent (80%) of your regular monthly earnings at the time you became disabled.
- (4) The Company reserves the right to vary the terms and conditions cases of inequity or abuse, whether on a group or on an individual basis. The Company agrees to discuss any variations with the Union before any changes are made.

(5) COMMENCEMENT OF BENEFITS

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the Short Term Income Protection Plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

(6) BENEFIT PERIOD

Following the Qualifying Period you will receive a monthly income until the earlier of:

- (a) Attainment of age 65
- (b) Cessation of total disability

(c) Attainment of date of retirement

(d) Death

(7) RECURRENT DISABILITIES

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the Employee returned to work full time for more than:

(i) one (1) month if satisfying the qualifying period, or

(ii) six (6) months if receiving the disability benefits.

(8) TERMINATION OF EMPLOYMENT

Your Long-term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination you may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

(9) EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

(a) A disability where you are not under continuing medical supervision and treatment;

(b) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;

(c) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;

(d) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City;

(e) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;

- (f) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

(10) **TAXABILITY OF BENEFITS**

Because the premiums are paid by the City, all benefit payments from the Plan during a period of disability are considered as taxable income.

16.02 Upon completion of the probationary period, an Employee shall be entitled to the following benefits, until the first day of the month following that in which the Employee attains their sixty-fifth (65th) birthday;

- (a) Group Life Insurance, attached as Appendix "A"
- (b) Accidental Death and Dismemberment, attached as Appendix "A"
- (c) Extended Health Plan, attached as Appendix "C", based on reasonable and customary and medically necessary criteria
- (d) Dental Plan, attached as Appendix "C" based on reasonable and customary criteria

The above appendices contain a summary of important features of your group benefit plan and is provided as information only, and does not, in itself constitute a contract. The exact terms and conditions of your group benefits are described in the contract held by the City of Hamilton and Manulife Financial.

Subject to the following conditions;

- (i) Employee and dependents maintain eligibility in the Ontario Provincial Plan, and;
- (ii) Positive re-enrolment and co-ordination of benefits shall be mandatory not more than once every two (2) years. If an Employee does not complete re-enrolment, benefit coverage shall be suspended for that Employee and their dependents until the positive re-enrolment has been completed, and;
- (iii) benefits will cease upon attainment of age sixty-five (65).

16.03 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- (a) Full time employees who would otherwise qualify for full benefits will receive:
 - (i) in respect of any regular pension contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;
 - (ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;
 - (iii) Extended Health Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
 - (iv) a non-taxable death benefit in the amount of \$10,000.00, payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.
- (b) Full time employees who would otherwise qualify for full benefits will not receive:
 - (i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and
 - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time employees who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the employer and the union will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

- 16.04 (a) The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

- (b) Extended Health and Dental Plans shall be administered to ensure that Employees will not suffer any overall reduction in benefit value and coverage.

16.05 The Union agrees that the Employer may allocate the Employment Insurance Premium Rebate received for each Employee towards the annual cost of benefit plans.

16.06 Where an Employee recovers funds from a third party any amount claimed for loss of wages or sick leave, shall be repaid to the Employer forthwith the amount of all monies paid to the Employee, for the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party. Should an Employee not arrange a re-payment schedule within a reasonable period of time, after recovery of the funds from the third party, the Employee agrees that the Employer shall have the right to deduct, from the Employee's regular pays, an amount not to exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

In the event the Employee repays to the Employer the amount of sick leave paid, the attendance record shall be altered in the following manner:

- (a) the number of occasions recorded for this absence shall be removed;
- (b) the absence shall be amended to appear as a leave of absence;
- (c) the vacation entitlement shall not be altered by this amendment;
- (d) the Employee's seniority shall not be affected.

16.07 A former Employee who:

- (a) retired from the Employer on the City (HSR) Pension Plan or Workers Compensation Disability Pension, is between the ages of 55 and 65, and, at the date of their retirement had twenty (20) continuous years of employment with the Employer; or,
- (b) was terminated for non-disciplinary reasons, while in receipt of LTD benefits.

is eligible for the following benefits:

- (i) Extended Health Care

- (ii) Dental Care
- (iii) Vision Plan
- (iv) Life Insurance in the amount of two times (2x) their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars; and

subject to the following conditions;

- (i) the above benefit coverage will only be available to a former Employee and their dependants who maintain eligibility in a provincial health plan;
- (ii) for the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time;
- (iii) these benefits will only be provided if similar coverage is not available to the former Employee from another source; and,
- (iv) these benefits will terminate on the last day of the month in which the former Employee attains the age of sixty-five (65) years. The benefits continue for the spouse and dependents until the spouse attains the age of sixty-five (65); and,
- (v) these benefits terminate upon the death of the former Employee. The benefits continue for the spouse and dependents until the spouse attains the age of sixty-five (65); and,
- (vi) the above benefit coverage will only be available to former Employees as long as they remain eligible for LTD benefits pursuant to the claim which was active at the time of their termination.
- (vii) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

16.08 The Employer has the right to direct any Employee who has incurred six (6) or more absences in two (2) consecutive years to a counseling or medical facility of the Employer's choice. The Employer shall pay the full cost of the counseling or medical intervention program.

The Employee has the right to refuse such direction, however, in the event of such refusal, the Employee shall be considered to have received such counseling or medical intervention.

16.09 (a) Any dispute over the payment of benefits shall be adjusted

between the Employee and the Insurance Company.

- (b) The Employer will use its best efforts to assist the Employee in dealing with the Insurance Company and agrees to provide all documentation and consultation when requested by the Employee or by the Employee and Union.
- (c) The Employer agrees to provide that the Employee and a Union representative, if the Employee so chooses, may deal directly with the Insurance Company regarding any dispute over payment of benefits.
- (d) The Employer agrees to provide the Union with copies of all relevant Insurance policies.

16.10 The Parties acknowledge that the recently introduced, commonly referred to "Ontario Health Premium" is not equivalent to, or a replacement for the old OHIP Premium. It is a change in individual taxable income that is authorized through the Income Tax Act as a form of personal tax.

16.11 The City (HSR) will pay premiums as required during the lifetime of Employees who retired prior to December 31, 1998 and for their said spouse for their lifetime or until they remarry, to maintain their pre-existing benefit plan(s).

ARTICLE 17 – PENSION FUND

Any issue related to the pension of ATU 107 members addressed in this Collective Agreement shall be referred to the settlement reached on December 22, 2008.

17.01 It is mutually agreed that the terms and conditions of the City (HSR) Pension Plan as incorporated in Group Pension Policy No. 253344 shall be considered as incorporated in this agreement. Membership shall be compulsory for all regular Employees on the completion of 6 months' service.

17.02 The Canada Pension Plan will be operated in conjunction with Group Pension Policy No. 253344 with combined contributions equal to seven and one half percent (7.5%) of an Employee's earnings as defined in the Pension Plan. Optional for members of the Plan who made the election by July 1, 1969, requisite for any new Employee entrants into the Plan after April 9, 1969.

- (1) The City (HSR) agrees to apply the following indexing formula (75% C.P.I.) - 1.5% to the HSR/CCL pension fund. Indexing is applicable to all active Employees of Local 107 - A.T.U., HSR/CCL at the time of ratification and all future Employees of Local 107 - A.T.U.,

HSR/CCL Indexing does not apply to retired Employees at this ratification date.

- (2) Indexing is effective the first (1st) day of the month following six (6) complete months from the date of ratification of this collective agreement.
- (3) Indexing is capped at six percent (6%) per annum which is based on an inflation rate of ten (10%) (C.P.I.).
- (4) The level of indexing will be based on the percentage increase in the C.P.I. for the preceding calendar year subject to a maximum indexing level of six percent (6%) per annum based on a C.P.I. increase of ten percent (10%).
- (5) The level of increase in C.P.I. used in determining the indexing per cent is the increase as reported by Statistics Canada for all items for Canada for the preceding year. Pension indexes will be applied May 1 of each year.

17.03 Current Employees at the date of ratification (January 19, 1999) whose Earliest Unreduced Pension Date falls beyond their sixty-fourth (64th) birthday and who elect to retire under the Pension Plan, whether early or normal after having attained the age of fifty-five (55) years, will be paid the difference between the Bridging Enhancement benefit amount and the retirement gratuity amount. The calculation of the retirement gratuity will be as follows:

Having completed fifteen (15) years' service, retirement gratuity equivalent to one (1) months' pay (calculated based on 22 working days per month) and in addition thereto one-fifteenth ($1/15$) of one (1) months' pay for each completed year of service above fifteen (15) years to a maximum of a further one (1) months' pay.

17.04 An Employee who has been terminated and is pending an arbitration hearing, shall have their pension status frozen until the arbitrator renders a decision and the termination is either upheld or the Employee is reinstated. If reinstated, the Employee has six (6) months to purchase unpaid pension credits equal to the seniority credited.

17.05 Make-up and terms of reference of Advisory Committee to be determined. The Committee will meet a minimum of three (3) times per year.

17.06 As a condition of the anticipated sale of The Canada Coach Lines Limited, and as a condition of that sale to Trentway-Wagar, the City (HSR) agrees to assume responsibility for continuing the benefits of The Canada Coach Lines Limited retirees on the understanding that the benefits to retirees will be those in effect on the date of the sale and shall not be deemed to

increase, improve or enhance as the result of any negotiated changes at the City (HSR) on or after the date of the sale, without the expressed agreement of the Amalgamated Transit Union, Local 107 and the City (HSR).

ARTICLE 18 – FREE TRANSPORTATION

18.01 The City (HSR) agrees to provide free transportation for all its Employees over the regular routes of the City (HSR) and in accordance with its published schedules of operation. Employees resident in areas served by the suburban routes operated by the City (HSR) will receive passes good for transportation to and from work on the route serving the area in which the Employee is resident.

All Employees will receive an authorized pass issued by the City (HSR) to each individual Employee concerned. Employees riding on a pass must present their pass to the operator immediately on entering the vehicle. This paragraph shall not be interpreted to include any chartered or sight-seeing equipment.

The City (HSR) will issue a transportation pass to all permanent Employees upon retirement, provided the Employee has completed at least ten (10) years' service.

ARTICLE 19 – SENIORITY

19.01 Seniority as used in this agreement shall be deemed to mean length of continuous service of an employee in the scope of Local 107 with the City (HSR) as hourly/salary rated employees but excludes casual employees and wind down. The City (HSR) will provide two (2) separate seniority lists, one (1) being for full-time permanent staff and one (1) being for part-time permanent staff.

Sectional Seniority:

- (i) Operation Section seniority; the length of accumulated service within the section as an employee on the permanent staff will be used for sectional specific issues such as selection of shifts, runs, regular days off, vacations, overtime and job promotions.
- (ii) Maintenance Section seniority; the length of accumulated service within the section as an employee on the permanent staff will be used for job promotions within that section. Classification Seniority (as per Schedule A) will be used for specific issues such as selection shifts, regular days off, vacations, overtime and job promotions within that classification.

- (iii) Administrative Section seniority; the length of accumulated service within the section as an employee on the permanent staff. There is work unit seniority for particular employment classifications for specific work unit issues such as selection of shifts, regular days off, vacations, overtime and job promotions.

NOTE: Work unit seniority within the Administrative Section is comprised of one or more persons who perform similar or related tasks or work on the same task.

19.02 Seniority lists showing Sectional Seniority will be produced and distributed by the City (HSR) a minimum of four (4) times per year.

19.03 **POSITION POSTING PROCESS**

i) Permanent Posting

Notice of posting shall be posted in a prominent place in all City Departments. The posting will state whether the selection process will be done for permanent and/or temporary, actual and/or anticipatory staffing requirements.

In the event that the posting is for an actual permanent vacancy, it will be posted within five (5) days of the vacancy.

Applicants will have fourteen (14) calendar days to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. All necessary details relevant to the vacancy shall be included in the notice as per appendix "E".

Active eligible lists will remain in effect for a maximum of a six (6) month period of time or until exhausted, whichever comes first. Employees will remain on the active eligible list until such time as they accept a position or the list expires.

Future eligible lists will not override current active eligible lists.

ii) Temporary Posting (Administrative Section Only)

An Employee may fill a temporary position created as a result of one of the following conditions:

- (a) Maternity/Parental Leave: The term of the temporary posting shall be for the term of the maternity/parental leave but shall not exceed eighteen (18) continuous months.

- (b) Projects with a definite term or task: The term of the temporary posting for projects with a definite term or task shall not exceed twenty-four (24) months.
- (c) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
- (d) Illness: The term of the temporary posting for illness shall not exceed thirty (30) continuous months.

The Employer agrees to notify the Union sixty (60) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

Vacancies created as the result of an Employee being absent due to one of the foregoing conditions shall be posted and filled when it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks. Notations shall be made on the posting that the vacancy is due to one of the conditions.

If it is determined that the position is to be filled, Employees in the section who meet the requirements of the job description shall, in seniority order, be offered the vacant position for the duration of the vacancy or until any required posting and filling process is complete.

Upon the return of the absent Employee, an Employee filling the position on a temporary basis, or the junior Employee in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.

Any Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.

In the event that an absent Employee does not return and there is more than one position in the same classification being filled on a temporary basis because of Employee absence the senior Employee temporarily filling a vacancy shall be confirmed in the position.

Note: The foregoing two (2) paragraphs apply only to bargaining unit vacancies

19.04 When vacancies occur in the bargaining unit in a higher or lower classification, the applicant shall be awarded promotion with consideration to the following:

- (a) Knowledge, efficiency and ability to do the work as determined by assessments administered by the Employer as outlined in article 19.05.
- (b) Physical ability to perform the work.
- (c) When factor (a) and (b) above are relatively equal, the opportunity for promotion will be awarded to the senior Employee within 60 calendar days.

Relatively equal for the purposes of this article shall be defined as the point at which candidates meet the eligibility criteria for promotion. The eligibility criteria will be set out by the Employer and shall comprise a combined passing grade of 70% in all evaluation factors. It shall also include a satisfactory review of the employee's past record.

19.05 ASSESSMENT OF APPLICANTS

The Department Head or designate , in consultation with Human Resources shall decide jointly on the need for an assessment for the purpose of determining qualified applicants for the position. Assessment may take the form of written test(s), practical/physical/skill tests, interview panel or any combination thereof to ensure applicants are assessed for the qualifications and skills considered most important to the position.

For any assessment used to measure the knowledge, skill and ability to perform the job then:

- (1) Applicants shall be given reasonable notice of the assessment date(s)
- (2) Applicants shall be apprised of the general nature of the subject matter upon which they will be assessed
- (3) Applicants shall be notified in advance, what is expected as a passing grade
- (4) Reasonable steps shall be taken to ensure that all applicants are assessed under similar circumstances
- (5) The content of the assessment(s) must be relevant to the knowledge, skills, duties and abilities required to do the job

Where interviews are held:

- (1) Interview questions and responses shall be recorded to the degree that this is possible

- (2) Questions must be relevant to the qualifications necessary to do the job
- (3) Questions must be consistently asked of all applicants
Applicants shall be permitted to review their assessment(s), as defined above, by appointment with Human Resources and/or the hiring Department within thirty (30) days of the assessment.

19.06 Probation Period

A new Employee shall be considered probationary for the first nine (9) calendar months of active employment. During this probationary period, the Employer shall have the exclusive right to discharge provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation. Upon successfully completing the probationary period their name shall be placed on the seniority list and their seniority shall date back to the date their employment began. Employees will not be able to apply for other positions within the City of Hamilton during their probationary period.

Extended health, dental, vision, life and AD&D coverage will be provided upon the completion of six (6) months of the nine (9) month probationary period.

For the purposes of the probationary period, absences that interrupt the period of active employment will result in an extension of an employee's probationary period (and benefit coverage) but no greater than the period of absence(s).

MAINTENANCE/ADMINISTRATIVE

- 19.07 (a) There shall be a trial period of no longer than sixty (60) working days during which the employee's performance will be assessed before the appointment is confirmed, after which the employee will not be allowed to revert back to their former position, should the employee decide the position is not suitable. Time lost through illness, accident or a leave of absence must be added to the trial period.
- (b) A reorganization of the work unit or a change of duties of an individual job shall be accomplished by a sign up being conducted among the employees of the work unit providing that there is no increase of positions within the unit. Signup in the Maintenance/Administrative section will occur annually, or when any additional staff is hired.

19.08 - Layoffs

When it becomes necessary, in the opinion of the Employer, to reduce the Local 107 work force it shall be done as follows:

First, the lay-off will be offered to the most senior Local 107 Employee(s) in the affected job classification(s) as per Schedule "A". A senior Local 107 Employee(s) who accepts a lay-off shall not have the option of displacing any permanent or temporary Local 107 Employee(s), as provided for herein.

Secondly, the Local 107 Employee with the least amount of Company seniority in the affected job classification shall be the first to be displaced. Such displaced Local 107 Employee will then (provided they have sufficient qualifications and can demonstrate sufficient knowledge and ability, during a two (2) month trial period, which includes a two (2) week familiarization period, to perform the work required) exercise their Company wide seniority within their Local by:

- (1) transferring to a vacancy through the job posting process, following the application of the articles and/or Collective Agreement and Letters of Agreement, or;
- (2) displacing a temporary Local 107 Employee performing bargaining unit work, or;
- (3) displacing the most junior Local 107 Employee in a classification in an equal or lower job group, or;
- (4) Displacing the most junior Local 107 Employee in any classification if the laid-off Local 107 Employee previously held the job on a permanent or temporary basis for two (2) months or more and currently meets the qualifications.

All moves are based on ATU Local 107 seniority.

In the case of an unsuccessful two (2) months trial period, the previous Local 107 incumbent will be given the option to return to their previous position.

In the case of recalls, the process shall start with the most senior laid-off Local 107 Employee with seniority in the required job classification based on Company seniority.

The Company shall provide notice of lay-off in accordance with the Employment Standards Act. A copy of this notice of lay-off will be sent to the Union. Management will also post a copy in a prominent place in the department(s) affected.

No new Employee in Local 107 will be hired until laid-off Local 107 Employees with seniority (who have sufficient qualifications and ability to perform the work required) have been given the opportunity to be recalled.

- 19.09 Employees who have been laid off will continue to receive full benefits, for twelve (12) months, retain their seniority and a right of recall for up to twelve (12) months. At the expiry of the twelve (12) month period, if the laid off Employee has not been recalled, any seniority and rights attendant upon that seniority will be extinguished. Full benefits shall not include STD, LTD. Any Employee's pension contribution must be made-up within 120 days of reinstatement.

19.10 Maintenance Division

Laid-off Local 107 Employees will be given the opportunity to place their name on the casual list.

- 19.11 Laid off Local 107 Employees will be called on a rotating seniority basis before other casual and wind down Employees are called.
- 19.12 Any Employee who has been laid off, but who still retains their seniority, and who is notified to return to work, will lose their seniority unless they notify the City (HSR) within five (5) working days that they are intending to return to work, and unless they return to work as soon as possible after receiving notice, and in any event within five (5) working days after the mailing or other communication of such notice.
- 19.13 In the event that an Employee in Grade 1 to 9 is laid off, they shall be offered the opportunity to qualify for any vacancy as an Operator. The Employee is required to meet the standards set by the Employer for new Operators and the Employer is required to provide training to the laid off Employee in a manner similar to any new applicant as an operator. In addition, should the Employer to assist them in finding new employment, members of Local 107 who have been laid off will be offered access to such retraining.
- 19.14 From the date and time of the commencement of any extended period of continuous absence, such as layoff, prolonged sick leave, or protracted leave of absence, any fringe benefit (health/dental, life insurance, STD, LTD and Accidental Death and Dismemberment (AD&D)) conferred on any Employee by this agreement ceases to have any effect unless the terms and conditions of the relevant section expressly provide that such fringe benefit shall continue into a period of lay-off or other interruption of continuing employment.
- 19.15 An Employee shall lose their seniority standing if they voluntarily quit their employment with the City (HSR), if the employee is discharged for cause

and is not reinstated pursuant to the provisions of Article 10; or if they are absent from work without leave for more than five (5) consecutive working days, unless there was reasonable justification for such absence satisfactory to the City (HSR).

- 19.16 (a) If an Employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory in their new position, or if the Employee requests, in writing, they shall be returned to their former position without loss of seniority and will revert back to their original wage rate, provided the Employee was paying Union dues during this period.

Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority within sixty (60) working days provided the Employee was paying Union dues during this period.

Temporary requirements may be met by the company for a maximum of sixty (60) working days, then the temporary requirement will be posted and filled in accordance with the provisions in article 19.01. Where it is expected that a temporary vacancy will be greater than sixty (60) days and which the employer intends to fill such vacancy the employer will post this vacancy in accordance with 19.03. It is further agreed that any subsequent vacancies may be posted at the employer's discretion.

An Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.

- (b) In the event that an Employee covered by this agreement takes up a full-time position with the Union, then in such cases, they shall retain their seniority previously acquired and shall have added thereto the seniority while serving in such capacity.
- (c) Provided that the promoted/appointed employee vacates the position either through exercising their reversion rights under Article 19.13(a) or is promoted to another position or resigns from the City within six (6) months of starting their duties in the new position (i.e. either through promotion or appointment), the next successful candidate to the original job posting (provided one exists) shall be offered the position without the requirement to repost the job.

- 19.17 The intent of this article is to maintain the integrity and on-going viability of the winddown program that provides a transitional period of employment, after retirement from full-time service, respecting the individual work-life balance priorities of the employees.

To qualify for the winddown program, an employee must have a minimum of ten (10) years of service as a full time HSR employee.

The following conditions form the basic structure of the wind-down program:

OPERATORS

Winddown Program Limits

- Employees will sign a winddown roster that will be ordered based upon the date of entry in the winddown program.
- Employees retiring from the City (HSR) who have retired at age fifty-five (55) or after may participate in the winddown program to a maximum of seven (7) years from the date of retirement (effective January 1st, 2013). Employees entered into the winddown program prior to this date shall be grandfathered for maximum ten (10) years from the date of retirement.
- The total number of winddown operators shall not exceed fifteen percent (15%) of the regular operators.
- Employees that do not perform any work for a period of six (6) continuous months may be removed from future offers of work unless the employee's reasons for such longer time has been applied for and approved by the employer.
- Employees not able to enter into the program based on the above limits will be placed on a waiting list.
- The employee in conjunction with their Union Representative and Management will discuss available work arrangements prior to the employee entering into the winddown program.

Hours of Work Limits

- Employees may work up to but not exceed twenty-four (24) hours per week (a week being Sunday through Saturday) except when it is otherwise mutually agreed or in the case of emergencies as defined in article 22.19(e) and the mediated settlement dated February 27th 2007.
- There is no guarantee of work hours.
- Existing work-type related rules remain in effect (for example, but not limited to, twelve (12) hour maximum spread, daily overtime, etc.) unless otherwise stated.

- Those provisions with respect to spread time pay and pay guarantees for operators in particular are waived.

Work Assignments

- Operators may work on the Hamilton Street Railway Spare Board and are only permitted to operate the pieces of work on the Unassigned Board.
- Work assignments will be balanced by aligning the available work with individual employee availability as expressed through a quarterly wind-down availability signup (update as required), which is available for viewing (for example day of week, time of day, etc.).

MAINTENANCE

Winddown Program Limits

- Employees entering the winddown program will be placed on a roster list based upon their date of entering the program or until the employee wants to withdraw their name.
- The employee in conjunction with their Union Representative and Management will discuss available work arrangements prior to the employee entering into the winddown program and such mutually agreeable arrangements shall not be unreasonable or arbitrarily withheld or implemented.
- Total number of winddown employees shall not exceed 25% of the regular full time maintenance section.
- Employees retiring from the City (HSR) who have retired at age fifty-five (55) or after may participate in the winddown program to a maximum of seven (7) years from the date of retirement (effective January 1st, 2013). Employees entered into the windown program prior to this date shall be grandfathered for maximum ten (10) years from the date of retirement.
- Employees under the winddown program must give a minimum of two (2) weeks' notice of unavailability.
- Employees that do not perform any work for a period of six (6) continuous months may be removed from future offers of work unless the employee's reasons for such longer time has been applied for and approved by the employer.
- Employees not able to enter into the program based on the above limits will be placed on a waiting list.

Hours of Work Limits

- Employees may work up to but not exceed twenty-four (24) hours per week (a week being Sunday through Saturday) except when it is otherwise mutually agreed or in the case of emergencies as defined in article 22.19(e) and the mediated settlement dated February 27th 2007.
- There is no guarantee of work hours.

ADMINISTRATION

Winddown Program Limits

- Employees entering the winddown program will be placed on a roster list based upon their date of entering the program or until the employee wants to withdraw their name.
- The employee in conjunction with their Union Representative and Management will discuss available work arrangements prior to the employee entering into the winddown program and such mutually agreeable arrangements shall not be unreasonable or arbitrarily withheld or implemented.
- Total number of winddown employees shall not exceed 25% of the regular full time administration section.
- Employees retiring from the City (HSR) who have retired at age fifty-five (55) or after may participate in the winddown program to a maximum of seven (7) years from the date of retirement (effective January 1st, 2013). Employees entered into the windown program prior to this date shall be grandfathered for maximum ten (10) years from the date of retirement.
- Employees under the winddown program must give a minimum of two (2) weeks' notice of unavailability.
- Employees that do not perform any work for a period of six (6) continuous months may be removed from future offers of work unless the employee's reasons for such longer time has been applied for and approved by the employer.
- Employees not able to enter into the program based on the above limits will be placed on a waiting list.

Hours of Work Limits

- Employees may work up to but not exceed twenty-four (24) hours per week (a week being Sunday through Saturday) except when it is otherwise mutually agreed or in the case of emergencies as defined in article 22.19(e) and the mediated settlement dated February 27th 2007.
- There is no guarantee of work hours.

19.18 If a new position is established in the future, the parties shall meet to discuss if such position is appropriate for inclusion in Schedule "A".

If both City (HSR) and Union agree that the new position or classification is appropriate for inclusion in Schedule "A", and then the City (HSR) agrees:

(a) That the rate for such position or job classification is subject to the job evaluation process.

(b) That the said position or job classification is to be included in and form part of Schedule "A".

(c) That the said position is to be filled in accordance with Article 19.04 of the collective agreement.

In the event the parties are unable to agree on whether the position(s) are or are not Employees to be covered by this Agreement, then those position(s) shall be the subject of an application to the Ontario Labour Relations Board for determination of their status, pursuant to the Ontario Labour Relations Act. Upon determination that any such position(s) listed is an Employee by the Ontario Labour Relations Board, such position(s) shall be included in the Collective Agreement.

19.19 In the event that an Employee in Group 1 to 9 is laid off, they shall be offered the opportunity to qualify for any vacancy as an Operator. The Employee is required to meet the standards set by the Employer for new Operators and the Employer is required to provide training to the laid off Employee in a manner similar to any new applicant as an operator. In addition, should the City/HSR offer a retraining program to other Employees within the City/HSR to assist them in finding new employment, members of Local 107 who have been laid off will be offered access to such retraining.

ARTICLE 20 – DEDUCTION OF UNION DUES

- 20.01 During the lifetime of this agreement the City (HSR) shall deduct from the pay of all Employees covered by this agreement who are working in classifications covered by this agreement whatever sum or sums may be authorized for Union dues and assessments. New Employees will have the first deduction taken on the first "pay day".
- 20.02 Irrespective of the date of termination of this contract and any renewals of same, deductions shall be made bi-weekly, the sum to be remitted within eight (8) days of the end of the respective pay periods to the Secretary of the Union. The said sums shall be accepted by the Union as the regular dues and assessments of those Employees who are members of the Union. The Union will save the Employer harmless from any and all claims.
- 20.03 The Union agrees that in the event any Employee is or becomes a member of a religious denomination or sect under the belief of which trade union membership or contribution to trade union funds is prohibited, then the deductions made pursuant to this Article, from such Employee's pay shall be donated to a registered charity of such Employee's choice as detailed in the Labour Relations Act of Ontario.
- 20.04 Notwithstanding anything contained in Article 20.01, it is agreed that the City (HSR) will continue to deduct dues from those Employees who are required to perform temporary non-union duties as well as those Employees during the sixty (60) day trial period as outlined in Article 19.13(a).

ARTICLE 21 – MEDICAL EXAMINATION

- 21.01 All new Employees engaged on a permanent basis, and any Employees returning from an extended leave of absence, or recalled from extended lay-off, or returning from sick leave in excess of ten (10) working days must provide medical clearance from their physician.

Any prolonged absence of more than twenty-one (21) days shall require a meeting with Transit Management, Return to Work Services and the Union to assess the employee's potential ability to return to work.

- 21.02 Employees required to operate a vehicle defined as a bus under the highway Traffic Act, must have a "CZ" license and will produce their license on demand by a member of the supervisory or training staff. Employees shall have their MTO medicals funded by the City (HSR) and coordinated by the Training Department. Employees shall register one (1) month prior to the expiry of their license. Employees who do not register within the specified time frames will be responsible for the exam and any

associated costs. In a similar manner, the foregoing will apply also to maintenance employees required to drive buses or vehicles.

- 21.03 The City (HSR) agrees that within the limits of the physician's requirements, Employees will not be sent for their statutory medical examination on their day off. In the event that it becomes necessary to relieve an Employee from work to keep the physician's appointment, the Employee will be paid for all time so lost. If the Employee is sent for their medical examination on their off-time or on their day off the City (HSR) will reimburse them two (2) hours at straight time rate of pay.

In the event that it becomes necessary to relieve an Employee from work to keep a physician's appointment, the Employee will be paid for a maximum of two (2) hours at straight time.

The City will cover the cost of the MTO medical through our approved medical provider. Should the Employee wish to get their medical through their own doctor, the Employee will be reimbursed the amount of the medical, to maximum of one hundred dollars (\$100.00), provided a receipt is produced to Management.

- 21.04 Where illness or injury is claimed as a reason for extended absence, the City (HSR) reserves the right to have the Employee's attendance assessed by Return to Work/Work Accommodation Services. If the Return to Work Specialist deems an independent medical examination is necessary, the Employee is required to attend the appointment as coordinated by Return to Work/Work Accommodation Services before a determination to deny the ongoing benefit. In the case of injury, this provision shall be governed by the provisions of the Workplace Safety & Insurance Act.
- 21.05 In the event that the Return to Work/Work Accommodation Services' evaluation differs from that of the Employee's treating physician with respect to the Employee's ability to perform any and every duty pertaining to either:

- (a) the Employee's own occupation, or
- (b) any occupation the Employee has been placed in as a result of a work accommodation placement the City (HSR) or the Employee may request a third party opinion.

An independent medical consultant will be mutually agreed on between the City (HSR) and the Employee's physician(s). The Employee will report to the selected physician for a further medical examination in respect to their fitness to perform the duties of the occupation. The result of this independent medical assessment shall be binding on all parties.

If the Employee requests the assessment, and should the original decision of Return to Work/Work Accommodation Services be sustained, the Employee will pay the consultant's charges. Should the decision be revised, the City (HSR) will defray the fee. The fee for assessments conducted at the City's (HSR) request will be paid for by the City (HSR).

21.06

The Training Department will schedule two (2) days per month for Employees to write their driver's test for license renewals.

It is the Employee's responsibility to make the Training Department aware of their intention to write the test. It is also the responsibility of the Employee to write the test on their own time. The City will reimburse the operator two (2) hours at straight time rate of pay.

Upon successful passing of the written test, the Training Department will administer the eye test and will input the training results (both written and eye test) into the MTO website. The Employee is then directed to renew their license at any Service Ontario location.

Should the Employee fail the written test on the second attempt, all subsequent testing must take place at Drive Test, at the Employees own expense.

ARTICLE 22 – HOURS OF WORK

OPERATORS

22.01 Operators will not be required to work more than five (5) days per week and whenever possible will be given two (2) consecutive days off.

22.02 There shall be a minimum book-off period for an operator of nine (9) hours between the completion of their last assignment on one (1) day and the commencement of their 1st assignment on the following day.

22.03 The Company agrees to assert its best efforts in producing schedules to affect the best working conditions possible for the operating staff, consistent with its obligations to the public.

22.04 A weekly run shall refer to a signed group of five (5) runs and two (2) off days per one (1) week period.

A daily run shall refer to one particular daily shift of work on any given day of the week.

Platform time shall refer to all driving time.

Pull in time shall refer to an additional five (5) minutes of platform time for each occurrence of a garage pull in, and pull out time shall refer to an additional fifteen (15) minutes of platform time for each occurrence of a garage pull out. This pull in/out time is provided to facilitate the completion of a circle check and security check of a bus, such as (but not limited to) closing windows, retrieval of abandoned articles, checking for damage and completion of necessary documentation.

Cover time shall refer to non-driving work time.

Work shall refer to the sum of all platform time, pull in/out time and cover time.

22.05 RUN TYPES

One (1) piece (straight) and two piece (split) runs are allowed on the regular board.

Two (2) piece runs on the regular board cannot have more than a twelve (12) hour spread.

Three (3) piece (jump) runs are not allowed on the regular board.

Day runs finish before 8:00pm.

Night runs finish on or after 8:00pm

22.06 MINIMUM PAY VALUE

Operators signing the vacation relief board are guaranteed a minimum of eight (8) hours pay daily at their prevailing rates of pay for each regular day of work and a minimum of forty (40) hours pay for each regular work week completed, provided that such operators report for work at the time or times assigned to them.

Operators must have a two (2) week pay period minimum weekly run value of 40 hours pay at straight time.

22.07 PAY VALUE

The pay value shall include all work and allowances as outlined below. In cases where the sum of all work and allowances for the operator is less than the minimum, the operator shall be paid the minimum pay value as per 22.05. All operators with work and allowances equal to or greater than the minimum shall be paid the sum of all work and allowances.

The maximum rate of pay to apply to any given hour of work performed under the benefits of this Article shall be one and one-half ($1\frac{1}{2}$) times the

operator's rate of pay, but daily spread premium will not be offset against weekly overtime premium.

Overtime allowance shall be applied to work performed after eight (8) hours daily, or after forty (40) hours per week, at the rate of time and one half ($1\frac{1}{2}$) straight time.

Spread allowance shall be applied to work performed after the 10th hour at the rate of time and one-half ($1\frac{1}{2}$) straight time.

Travel allowance shall be applied to all two (2) piece runs where the relief points in the middle of the run are greater than ten (10) minutes apart on average based on scheduled running time or an estimate thereof. Travel allowance shall be paid at the rate of three-quarters ($\frac{3}{4}$) straight time up to a maximum of thirty (30) minutes.

A shift premium of seventy-five cents (\$0.75) per hour will be paid on all scheduled runs finishing at 11:01 p.m. or later.

Work in excess of eight (8) hours at Sunday premium rates shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) straight time, but Sunday premium on the first eight (8) hours shall not be offset against weekly overtime premium.

The Employer agrees to continue to try and centralize the relief points where possible to the downtown core.

The Employer shall provide a form of relief shuttle bus between the downtown area and the MTC. The service shall be half hour shuttle service between the hours of 5:30am through 7:30pm, seven (7) days per week from the core to the MTC as well as from non-core relief points (Ancaster, Stoney Creek, Parkdale, Stone Church).

Overtime allowance shall be applied to runs that exceed eight and one-half ($8\frac{1}{2}$) hours in a day, at the rate of time and three-quarters ($1\frac{3}{4}$) straight time.

MAINTENANCE

22.08 Forty (40) hours shall constitute a normal weeks' work and whenever possible two (2) consecutive days off will be provided. Three (3) days' notice, if possible, shall be given for change of days off but a shorter notice may be given where mutually agreed. This Article is not to be construed as a guarantee of steady employment or as a guarantee of an annual wage or of five (5) days' work in any week. The normal work week shall be the calendar week beginning Sunday.

22.09 The City (HSR) agrees that all hourly-rated Employees covered by this part, shall be given five (5) minutes wash-up time to be used only before the lunch period and again only before the final whistle on the conclusion of work.

22.10 Employees covered by this part shall receive a fifteen (15) minute rest period in the first half of the shift and a thirty (30) minute paid lunch period during the third quarter of the shift.

Employees covered by this part who work ten (10) hour shifts (or longer) shall receive a fifteen (15) minute rest period near the quarter-point, a thirty (30) minute paid lunch near the mid-point, and a fifteen (15) minute rest period near the three quarter (3/4) point of the shift.

- 22.11 (a) If overtime is arranged to be continued on the next shift,
- (i) it will be assigned on a seniority basis, within the job classification concerned, from those qualified Employees presently at work, except for an Employee finishing a particular job which they have started.
 - (ii) if it is necessary to go outside the job classification, the assignment will be on a seniority basis from qualified Employees presently at work.
 - (iii) if necessary to go beyond those presently at work, the assignment will be on a seniority basis:
 - (1st) regular day off Employees in the job classification and shift concerned.
 - (2nd) other Employees in the job classification.
- (b) Call-ins shall be assigned in accordance with 22.11 (a) (iii).
- (c) If overtime is to be arranged on a start-early basis,
- (i) it will be assigned to the most senior Employee on the property; who is qualified to do the work, whose regular start time is closest to the time the start early is required.
- (d) If overtime is arranged for a time period starting beyond the next shift or due to an absence beyond the next shift shall be assigned in accordance with 22.11 (a) (iii).
- (e) Selection of statutory/designated holiday workers will be on a seniority basis by classification (as required),

- (i) volunteers will be obtained by posting sign-up sheets. The Manager of Fleet Maintenance, or designate, will conduct sign-ups in order of seniority within each of the required classification(s).
 - (ii) selection of volunteers will be made on a seniority basis for one shift as follows:

First, from volunteers normally scheduled to work that day and shift concerned.

Secondly, from volunteers normally scheduled to work that day non shift concerned, respecting the Employment Standards Act regulations.

Third, from volunteers on their Regular Day Off (RDO).

Fourth, from volunteers for a double providing that the Employee will not be scheduled to work more than sixteen (16) hours in any twenty-four (24) hour period.
 - (iii) If there are insufficient volunteers in a classification, then winddown in that classification shall be asked to work. Workers not on their Regular Day Off (RDO) or absent (vacation, sick, WSIB, leave of absence, suspension, etc.) will be designated in reverse order of seniority from that classification.
 - (iv) the list of assigned/designated names and work slots will be posted for information.
- (f) To facilitate the assignment of overtime, Employees wishing to be excluded from all overtime or specific days shall notify the appropriate Manager of Fleet Maintenance in writing. The Manager of Fleet Maintenance will maintain overtime seniority lists and supply the Maintenance Union Executive with a current copy of any list as required. Changes will be effective seventy-two (72) hours from receipt of notice.
- (g) Nothing in this Article shall prevent the City (HSR) from assigning work to any Employee in cases of emergency or any Employee in the applicable units for change-offs.
- (h) For the purposes of this Article, an emergency is defined as a major storm, bomb threat, evacuation, explosion, fire, request from EMO/Police Department/Fire Department/etc., an emergency declaration by Municipal/Regional/Provincial/Federal Governments, and a situation where delay to take action may cause injury to

Employees or the public, damage to City (HSR) property, damage to property of others by City (HSR) vehicles, delay of service, interference with traffic flow, inconvenience to customers, embarrassment to the City (HSR) or failure to perform the intended role of the Maintenance Division.

- (i) Employees will not be assigned overtime, except for emergencies and road-calls, that will result in the accumulation of more than eight (8) hours overtime in any two (2) consecutive days or when the Employee will not have a full shift between work periods.

ADMINISTRATIVE

22.12 This Article is not to be construed as a guarantee of an annual wage or of five (5) days work in any week.

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

Where mutually agreed by both the City (HSR) and the Union, the work week may be other than five (5) days work in any week.

22.14 Under normal circumstances salaried Employees will be required to work five (5) days per week and will be given two (2) consecutive days off. If the exigencies of the work require any Employee to work overtime or on a regular day off, compensating lieu time (equivalent to time and one half) off will be granted as soon as possible thereafter, or, alternatively, elect to be paid at time and one half for prior-approved overtime in excess of one (1) hour, except, in either case, if the Employee is absent during the week. Overtime pay or pay in lieu time will only be effective for hours worked in excess of the employee's standard work week.

22.15 Forty (40) hours shall constitute a normal week's work in the case of Employees in the Operations Division, Maintenance Division Stockroom, Inspectors and Foreperson. Thirty-seven and one half (37.5) hours shall constitute a normal week's work for all other Employees.

22.16 An Inspector will have the opportunity to select a shift in accordance with their classification seniority provided they are qualified and capable of performing the required duties. Every effort will be made for inspector's boards to coincide with operators board sign up.

22.17 Inspectors shifts will be comprised of one of the following: ten (10) hour straight shifts or ten (10) hour split shifts, to a maximum of two (2) split shifts on any given board. No split shifts on weekends. Spread allowance shall be applied to work performed after the 10th hour at the rate of time and one-half (1-1/2) straight time.

22.18 Whenever possible two (2) consecutive days off will be provided. Three (3) days notice, if possible, shall be given for change of days off but a shorter notice may be given where mutually agreed. This Article is not to be construed as a guarantee of steady employment or as a guarantee of annual wage or of five (5) days work in any week. The normal week shall be the calendar week beginning Sunday.

22.19 Employees covered by this part shall receive a fifteen (15) minutes rest period near the quarter point of the shift and a thirty (30) minute unpaid lunch near the mid point, and a fifteen (15) minute rest period during the third quarter of the shift. Administration staff working in the maintenance section will receive a thirty (30) minute paid lunch.

Employees covered by this part who work ten (10) hour shifts (or longer) shall receive a fifteen (15) minute rest period near the quarter-point, a thirty (30) minute unpaid lunch near the mid-point, and a fifteen (15) minute rest period near the three quarters-point of the shift.

22.20 (a) If overtime is arranged to be continued on the next shift,

(i) It will be assigned on a work unit seniority basis, within the work unit concerned, from those qualified Employees presently at work, except for an Employee finishing a particular job which they have started. Work unit shall be defined as Stockroom, Fare and Revenue, ATS, Planning, General Repair Foremen, Specialty Shop Foremen, Payroll and Information

(ii) If necessary to go beyond those presently at work, the assignment will be on a work unit seniority basis:

(1st) Regular day off Employees in the work unit and shift concerned.

(2nd) Other Employees in the work unit.

(iii) If it is necessary to go outside the work unit, the assignment will be on a seniority basis from qualified Employees presently at work.

(b) Call-ins shall be assigned in accordance with work unit seniority

(c) If overtime is arranged for a time period starting beyond the next shift or due to an absence beyond the next shift shall be assigned in accordance with work unit seniority.

- (d) Selection of statutory/designated holiday workers will be on a work unit seniority basis (as required):
 - (i) Volunteers will be obtained by posting sign-up sheets. The Departmental Managers concerned, or designate, will conduct sign-ups in order of work unit seniority within each of the required classification(s).
 - (ii) Selection of volunteers will be made on a work unit seniority basis for one shift as follows:

First, from volunteers normally scheduled to work that day and shift concerned.

Secondly, from volunteers normally scheduled to work that day, but for a different shift on that same day (not their regular shift), respecting the Employment Standards Act regulations.

Third, from volunteers on their Regular Day Off (RDO).

Fourth, from volunteers for a double providing that the Employee will not be scheduled to work more than sixteen (16) hours in any twenty-four (24) hour period,
 - (iii) If there are insufficient volunteers in a work unit, then winddown in that work unit shall be asked to work. Workers not on their Regular Day Off (RDO) or absent (vacation, sick, WSIB, leave of absence, suspension, etc.) will be designated in reverse order of seniority from that classification.
 - (iv) The list of assigned/designated names and work slots will be posted for information.
- (e) Nothing in this Article shall prevent the City (HSR) from assigning work to any qualified Employee in cases of emergency or any Employee in the applicable units for change-offs.

For the purpose of this Article, an emergency is defined as a major storm, bomb threat, evacuation, explosion, fire, request from EMO/Police Department/Fire Department/etc., an emergency declaration by Municipal/Regional/Provincial/Federal Governments, and a situation where delay to take action may cause injury to Employees or the public, damage to City (HSR) property, damage to property of others by City (HSR) vehicles, delay of service, interference with traffic flow, inconvenience to customers, embarrassment to the City (HSR).

ARTICLE 23 – NON-COMPLETION OF SCHEDULED RUN

23.01 When any scheduled run is not completed on account of failure or shortage of equipment, the operator shall be allowed full scheduled time for that day.

ARTICLE 24 – BONUS FOR PLATFORM TRAINERS

24.01 Operators in charge of trainees will be paid an additional one dollar and fifty cents (\$1.50) per hour while so operating.

ARTICLE 25 – SPARE BOARD

25.01 Spare operators shall refer to regular operators on the signed spare board. All work for spare board operators shall be divided as nearly as practicable, equally among them, providing all duty reports have been made as required. Time worked voluntarily by a spare operator on their day off shall not be taken into account when leveling hours of work, nor shall such time apply against the pay guarantee.

Any run that is vacant up to 1:00 p.m. the day before it is to be operated will be assigned to a spare board operator intact and any premiums applying on the regular board will vest to the spare operator filling the run. Any run that comes open after 1:00 p.m. the day before it is to be operated may be split and assigned to more than one (1) spare board operator. If no spare board operator is available it may be assigned to a volunteer first, if no volunteer is available it may be assigned to a winddown employee.

If an operator signed on a regular run reports late and is subsequently assigned to other work, that operator will be booked off to provide a minimum of nine (9) hours between the completion of their assignments on that day and their next regular report.

Spare board work assignment sheets will be posted and available no later than 5:00pm the day before, unless under extenuating circumstances.

- 25.02 (a) Regular days off for spare operators will be posted at the time of posting the board for a regular sign-up. Days off will be selected and signed for by seniority and will prevail for the duration of the sign-up concerned, excepting for changes for training purposes or for compassionate reasons.
- (b) The City (HSR) may, at its discretion, conduct one (1) signup within the board period covered by a regular sign-up to revise days off for spare operators as selected in (a).

The City (HSR) will pay six (6) hours at City (HSR) rates in effect for Job Group 10 and 10B for the additional sign-up to revise days off for spare operators.

- 25.03 Spare operators are guaranteed a minimum of eight (8) hours' pay daily at their prevailing rates of pay for each regular day of work and forty (40) hours' pay for each regular work week completed, provided that such operators report for work at the time or times assigned to them. It is further provided and agreed that all work obtained from the City (HSR) shall be applied to offset this minimum earning guarantee in any pay period in which it becomes necessary to apply this guarantee. In the event of lay-off in excess of seven (7) days' duration commencing during a pay period, the guarantee of pay shall be reduced to eight (8) hours' pay for each day worked in the pay period in which the lay-off occurred.

If, however, in a pay period a spare operator fails once to report for work, the pay guarantee is to be reduced by the equivalent of eight (8) hours at straight time, but not more than eight (8) hours' reduction for any one (1) day, in addition to any disciplinary penalty that may be imposed. If a spare operator reports late, and subsequently in that day is given an assignment, the guarantee loss will be offset up to the total of the eight (8) hour reduction by the actual time worked on that day. Failure to report for work more than twice in any pay period will relieve the City (HSR) of any liability for a guarantee in respect of such pay period. However, this does not apply to spare operators who have reported sick or are on leave of absence, etc.

If a spare operator is off sick, or for any other reason, and has reported same to the dispatcher or supervisor, the spare operator will lose the equivalent of eight (8) hours at straight time from their guarantee for each day that the operator is off. In any pay period in which there has been a day on which a special holiday schedule was put into effect and for which a special selection has been held and on which the operator was not entitled to holiday pay as defined and provided for in Article 13 - then the minimum guarantee of eighty (80) hours shall be reduced to seventy-two (72) hours for the pay period in question. In case of days lost for disciplinary reasons, there shall be eight (8) hours deducted from the guarantee for each day lost.

Only holiday pay, as defined in Section 13.02 will be applied to offset the minimum pay period guarantee of a spare operator in a pay period in which a designated holiday falls on their normal working day.

- 25.04 In the event that regular runs are added to the daily schedules between sign-up periods, or when a regular run having been signed for becomes vacant, such runs will be posted within seven (7) days for three (3) days

and bid for by seniority. If not filled by the bidding process by a qualified operator it will be assigned to the junior qualified operator.

- 25.05 No spare operator will be detailed on the assignment sheet for work over a twelve (12) hour spread. Spare board work detailed assignment sheets shall be posted no later than 5pm the day preceding the work unless under extenuating circumstances. In case of emergency due to snowstorms or fires will make every effort to relieve the spare operator affected as soon as possible.

ARTICLE 26 – COVER TIME

- 26.01 Cover time shall be that time which an operator is held by the dispatcher for the purpose of covering runs of absentees or in anticipation of extra service.
- 26.02 An operator required to report as a cover operator shall receive a minimum of two (2) hours' pay at straight time rate for the time on report if no work is available.
- 26.03 The operator's rate shall be paid for covering time. Payments made under this section shall apply against any minimum guarantee received under Article 25.

ARTICLE 27 – EXTRAS AND CHARTERS SHORT PIECES OF WORK

- 27.01 Any operator operating an extra, charter, a regular or unassigned run shall receive a minimum of two (2) hours' pay, including allowances, at straight time, except when the run is consecutive with another piece of work, or except where the next or previous piece of work commences or terminates within the two (2) hour guaranteed period, then the guarantee shall be limited to the intervening time between the pieces of work.

ARTICLE 28 – POSTING OF RUNS

- 28.01 (a) The Employer agrees that each sign-up board posted will contain a minimum of three hundred (300) weekly runs. The Employer agrees that a sign-up board of run selections provided by the City (HSR) shall be posted. Eligible operators will make their selection of the runs and days off they desire by seniority not less than four (4) times a year with, as nearly as possible, three (3) calendar months between sign-ups provided additional sign-ups are not offered. The City (HSR) agrees to present the board two weeks prior to commencement of sign up for the Executive Board to review. The Union undertakes to post, supervise and conduct sign-ups in accordance with the regulations that may be laid down from time to time to govern work selections. The signups shall be

completed and returned to the City (HSR) within twenty-six (26) calendar days of their receipt. Nothing in the foregoing clause shall prevent a sign-up proceeding by the operators in their seniority, immediately following the posting of the board.

The Employer agrees to pay one hundred and eighty (180) hours' pay at City (HSR) rates in effect for Job Grade 10B for each of the regular and vacation board sign-ups conducted by the Union. The Employer agrees to pay thirteen (13) hours' pay, at City (HSR) rates in effect for Job Grade 10B, for each of the statutory and designated holiday sign-ups conducted by the Union.

- (b) A spare board will be posted at the same time as the regular sign-up board of (a) above. Any operator may elect to sign up to work on the spare board in accordance with their seniority.
- (c) A vacation relief board will be posted at the same time as the regular sign-up board of (a) above. Any operator may elect to sign-up to work exclusively on the vacation board to make up a vacation relief run for the full duration of the regular sign-up.

Operators will be permitted to sign to replace a spare board operator who is on vacation. The vacation relief operator replacing the spare board operator will assume the seniority of the spare board operator for whom they are replacing. In the event a vacation week is imbalanced due the number of regular and spare board operators who are on vacation, and blank spots exist as a result, operators signing vacation board will be permitted to sign a blank spot and will become a spare operator for that week. An operator who has signed a blank spot, and becomes a spare operator for the week, will retain their own seniority for work assignments, however, the operator's days off for the signed week will be assigned by the Manager of Operations or designate, taking into consideration operational needs and the work schedule of the operator the week prior to and after the signed week.

28.02 After a sign-up has gone into effect, if it appears that the schedule on any route is not satisfactory, or a change in route is made which materially alters the conditions of service, new runs will be created and cut as close to the previous runs as possible. The runs will be assigned by the City (HSR) as close as possible to the run previously signed by the Operator. Any Operator affected will be paid the greater of the run value of the two. The reassignment must include at least the same number of Operators.

28.03 An operator may not be permitted to sign on a run involving a type of vehicle for which they are not trained unless they have signified their intention in writing to the Manager of Operations at least sixty (60) days in

advance and has subsequently completed the required course of instruction.

ARTICLE 29 – SPECIAL HOLIDAY ASSIGNMENT BOARD

29.01 The City (HSR) agrees to post a notice nine (9) weeks prior to Christmas Day, Boxing Day and New Year's Day and seven (7) weeks prior to any other holiday for which a special selection is held announcing that there will be a Special Holiday Assignment Board in effect on the day in question or any other day affected by said holiday. All operators will be allowed seven (7) working days to submit a request to work the holiday in person to Manager of Operations' office, after which, should there not be a sufficient number of men to cover all runs, the Manager of Operations (or designate) will complete the seniority list from the bottom of the seniority list up. The Assignment Board and Seniority List will then be presented to the Executive Committee of the Union who will proceed under the conditions prescribed in Section 28.01. The sign-up, as signed for, shall become binding on all concerned and be returned to the Manager of Operations (or designate).

ARTICLE 30 – ADEQUATE SPARE LIST

30.01 The City (HSR) shall endeavor to provide an adequate spare list to meet its daily service requirements, and no regular operator shall be required to do extra work before or after completing their run, except in cases of emergency, or when no spare operator is available; and in no case shall a regular operator be required to work more than one (1) trip or one (1) hour, whichever is the maximum, and shall be paid at two (2) times the operators hourly rate, after they have notified the office of the absence of a relief operator. On the longer routes operated, the City (HSR) agrees to use its best efforts to keep the extra time involved as low as possible.

ARTICLE 31 – UNIFORMS

OPERATORS AND INSPECTORS

31.01 Operators and Inspectors will be afforded an annual allowance of 110 points (as of January 1st each year), to be applied to clothing acquisition. Points do not accumulate nor carry over to subsequent years.

Annual allowances shall be subject to the following conditions:

- (a) Each Operator/Inspector will be required to order a minimum of three (3) shirts and two (2) pair of pants each calendar year.
- (b) Each Operator/Inspector will be required to order One (1) winter parka every 5 years.

- (c) An Operator/Inspector may request an exemption from the minimum requirements in any calendar year, minimum requirement exemptions will only be allowed once every 2 years. If the Operator or Inspector subsequently requires any clothing for which they have received an exemption will be required to purchase these items with their own funds.
- (d) The City will designate the supplier, quality and style of clothing
- (e) The City may approve each order so that a reasonable standard of uniform dress is achieved.
- (f) Maintenance, cleaning and alteration of the clothing issued are the responsibility of the employee, unless otherwise noted.
- (g) Where the City provides uniforms and/or safety equipment for employees, the employee will wear the uniforms and equipment while performing their duties.

Operators	
Uniform Item	Point Value
Long Sleeve Shirt	6
Short Sleeve Shirt	6
Short Sleeve Polo Shirt	7
Stretch Side Pocket Pants	14
Stretch Side Pocket Shorts	14
Winter Parka	32
Fleece Jacket	15
Soft Shell Jacket	23
V-Neck Sweater	8
Sleeveless Sweater	7
Tie	3
Clip on Tie	3
Baseball Cap	3
Winter Toque	2
Tunic * (optional)	

*Those selecting a tunic will be provided with one every two (2) years. Those selecting the tunic option must wear their tunic as part of their regular daily attire in accordance with the rules and regulations and policies.

- 31.02 Uniforms are provided for the specific use of employees while performing their duties for the City and cannot be worn while performing work of any nature outside the Transit Department.

Employees required to wear headwear for religious reasons will be paid an annual allowance of fifty-three (\$53.00).

Note: All uniforms should be gender specific as requested.

- 31.03 The uniform allotment issued to each uniformed Employee entering the service of the City (HSR) will be as follows:

- 3 Shirts
- 2 Pants
- 2 Ties
- 1 Parka
- 1 Baseball Cap
- 1 Toque
- 1 Sweater

- 31.04 It is agreed that should a uniformed Employee leave the employment of the City (HSR), all such uniform clothing and accessories must be returned to the City (HSR) prior to pay-off.

- 31.05 It is agreed that the dress code as outlined in the Rules, Regulations and Policies will be observed by all operators.

- 31.06 A uniform cleaning and black footwear, deemed appropriate by the Employer, allowance of one hundred and twenty (\$120.00) will be paid on the twenty-fourth (24th) pay each year to each uniformed Employee provided they would have worked for the City (HSR) at least nine (9) months in the previous twelve (12) months. This allowance will be pro-rated over nine (9) months for any uniformed Employee who has worked less than nine (9) months in the previous twelve (12) months.

ARTICLE 32 – COMPLAINTS AGAINST OPERATORS

- 32.01 If a serious complaint is turned in about an operator, the operator will be told of the complaint within forty-eight (48) hours where possible. A member of the Union will have the right to interview the originator of a serious complaint.

- 32.02 When an operator is called into the office on their off duty time, for any cause, the operator shall have the right of seeing the Manager of Operations or the City (HSR) official concerned in private and paid a minimum of one (1) hour.

- 32.03 Operators who are required to write an incident or accident report during off-duty hours will receive the regular rate of straight time pay to a maximum of one-half (1/2) hour.

ARTICLE 33 – CONVENIENCES

- 33.01 The Employer agrees to provide sanitary comfort stations on all routes. Further, the Employer agrees to phase in ends of line comfort stations over the 2019, 2020, and 2021 budget years. It is understood that some locations may be unsuitable for installation of a comfort station and in which case the Employer and Union agree to meet and discuss alternative locations as close as possible to the respective end of line. Comfort Station installations will provide for a urinal, toilet, and sink along with adequate lighting, heat and hot and cold running water, where feasible, and appropriate regular maintenance for sanitary cleanliness. It is further understood that temporary portable toilets may be used during the phase in period.

ARTICLE 34 – NEW OPERATORS IN TRAINING

- 34.01 The prospective operator hereinafter called a trainee shall be paid one-half (½) the probationary operator's rate for time worked during the period of training, which shall not exceed six (6) working days. Having completed their training and gained experience on runs, to the satisfaction of the Director of Operations, they will be trained on other equipment as training time becomes available and will receive their full rate of probationer's pay for time worked, as required. As per Article 19.06, nine (9) months shall be considered a probationary period, and if satisfactory they will be taken on as a permanent Employee of the City (HSR).
- 34.02 With either the purchase of new equipment or different types of equipment, operators required to train on such equipment will be paid at their regular hourly rates of pay while so training.

ARTICLE 35 – TEMPORARY/CASUAL/STUDENT LABOUR (MAINTENANCE SECTION ONLY)

- 35.01 (a) Temporary employees are those hired for a definite term or task not to exceed one (1) year. Temporary employees shall be eligible for all the benefits of this collective agreement except pension. A temporary employee shall not be able to grieve termination and shall not be able to use the layoff provisions of this agreement.
- (b) Casual labour is defined as indefinite short term employment. A casual employee who exceeds six (6) continuous weeks of full time (more than twenty-four (24) hours per week) employment, shall become a temporary employee with seniority from their start

date. Casual labour will not be employed when qualified retirees are available. Casual labour will only be used in the Service line and Interior Cleaning functions unless otherwise mutually agreed to by the parties.

- (c) Students hired for the summer vacation period will not be employed beyond the second pay week of September. The use of Student Employees shall not result in a reduction to the permanent staff complement in any area. They shall not be subject to the provisions for temporary employees (35.01(a)) or casual labour (35.01(b)).

ARTICLE 36 – EQUIPMENT

36.01 The City (HSR) agrees to furnish welders and body repair mechanics with one (1) pair of leather gloves as required. Before securing a new pair of leather gloves an Employee must turn in their old pair in order to prove their need for same.

36.02 The City (HSR) agrees to make available during the continuance of this agreement, eight (8) clean suits of coveralls every two (2) weeks to all hourly/salary rated maintenance, foremen and stockroom Employees such coveralls to remain the property of the City (HSR).

In lieu of the above, all applicable Employees may be supplied with eight (8) clean sets of work shirts and pants every two (2) weeks provided they are available under the rental and cleaning contract of the supplier firm.

It is mutually agreed that, when notice is duly posted, each Employee may select coveralls or shirts and pants once only in the spring and once only in the fall.

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

Should an Employee leave, they will be responsible for turning in coveralls or shirt and pants, or have the value thereof deducted from the balance of wages due. Should an Employee lose the coveralls or shirt and pants issued to them, the City (HSR) will replace same and deduct from their current pay the value thereof.

ARTICLE 37 – PREMIUM PAY AND ALLOWANCES

37.01 Time and one half (1 ½) shall be paid to all Maintenance/Administrative Employees for time worked over the scheduled hours worked each day.

37.02 It is understood that an Employee who is requested by the City (HSR) to work on their regular days off shall be paid at the rate of time and one-half (1 ½) for all time so worked provided, however, that overtime shall not be paid unless and until they have been at work each normal working day in the pay week in question. Employee's days off shall be scheduled and posted. It is further agreed that all training hours provided by the City (HSR) shall be paid for at straight time rates of pay, and that the overtime provisions contained in this article are not applicable.

37.03 Work in excess of eight (8) hours at Sunday premium rates shall be paid for at the rate of time and one-half (1½) the regular rate as published in Schedule "A" attached.

37.04 (i) Maintenance Employees and Administration Employees in Maintenance area shift premiums for all scheduled time worked on a standard shift will be:

Standard Shifts	Premium
7am-3pm	None
3pm-11pm	\$0.85
11pm-7am	\$1.00

It is further agreed that the City (HSR) may establish nonstandard shifts, starting at other than 7:00 a.m., 3:00 p.m. and 11:00 p.m. The shift premiums for all scheduled time worked in a non-standard shift will be:

Non-Standard Shifts premium	\$0.85
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(ii) Administrative Employees other than maintenance scheduled to commence work at or after 3:00 p.m. or before 3:00 a.m. will be paid a shift premium of eighty-five cents (\$0.85) per hour.

37.05 A minimum of four (4) hours at overtime rate of pay will be paid for all call-ins. The City (HSR) may assign maintenance/Administrative Employees to a standby schedule to cover evening, night and weekend shifts. Compensation for Standby Duty will be the equivalent of two (2) hours pay at straight time rates of pay for each full shift covered. Standby Duty commences at regular quitting time and terminates at the regular starting time of the next regular working day. Call-ins will be conducted as per section 22.19 (b) of this agreement. Standby Duty compensation will not be considered time worked for the purposes of section 37.02 of this agreement. Standby Duty compensation is not affected by, nor does it affect, any other pay and allowances.

- 37.06 A meal allowance of nine dollars (\$9.00) will be paid to all Maintenance/Administrative employees required to work overtime from the end of their regular shift for a further period of three (3) hours or more.

This allowance be paid with the next regular pay provided that the information be received in accounting on or before 12:00 noon on the Monday of the pay week, otherwise it will be included on the following pay.

37.07 MAINTENANCE/ADMINISTRATIVE

A tool allowance will be paid on the twenty-fourth (24th) pay each year to each eligible employee provided they have worked at least nine (9) months in their group in the previous twelve (12) months. This allowance will be pro-rated over nine (9) months for any employee who has worked less than nine (9) months in the previous twelve (12) months.

- (a) A list of tools required for each classification will be maintained by the Manager of Fleet Maintenance. It is recognized that some classifications may require supplementary lists for specialized functions and others will require no tools.
- (b) Whenever tools are added to any tool list, every employee affected must purchase the tool(s) within sixty days. Management reserves the right to inspect the new tools to ensure that the new tools have been acquired. It is understood that the time period may be extended by mutual agreement.
- (c) Special tools necessary for work shall be provided by the employer. Employees shall not take away from the work place any tools which are supplied by the employer and they shall be responsible for breakages or loss as a result of negligence.
- (d) Eligible maintenance employees will be paid tool allowance as per the following schedule (less statutory deductions), provided the employee maintains the current tool kit as posted.

Automotive Mechanic - \$1000.00
Component Mechanic (Air and Hydraulic) - \$1000.00
Body Repair Mechanic - \$700.00
Electronic Technician - \$600.00
Electrical Systems Mechanic - \$600.00
Component Mechanic (Electrical) - \$600.00
Machinist - \$400.00
Plant Millwright - \$400.00
HVAC Mechanic - \$347.00
Maintainer (Plant) - 300.00
Heating Mechanic = \$200.00
Plant Electrician - \$200.00

- Carpenter - \$200.00
- Lubricator - \$147.00
- Maintainer - \$147.00
- Maintainer (Farebox) - \$147.00
- Maintainer (Brakes) - \$147.00
- Upholsterer - \$147.00
- Tire Repairer and Installer - \$100.00
- Foreman - 50% of Classification
- Wind-Down - 50% of Classification
- Apprentices - 100% of Classification

- (e) The twelve (12) month period for tool allowance will be a calendar year.

37.08 **MAINTENANCE:** A safety footwear and winter wear allowance of four-hundred dollars (\$400.00) will be paid on the twenty-fourth (24th) pay of each year to each maintenance employee required by the Director of Transit, or their designate to wear C.S.A. approved footwear or safety clothing. This clothing allowance will include the purchase of a parka. The employee shall be responsible for its custody and cleaning and shall use it for City (HSR) purposes only. The employee will be responsible for replacing the parka if lost, damaged or destroyed at their own expense.

It is further understood that the Employer has the right to ensure this clothing is appropriate and complies with Occupational Health and Safety Act and Regulations.

ADMINISTRATIVE: Administrative employees required by the Director of Transit, or their designate to wear C.S.A. approved footwear shall receive an allowance of one-hundred and ten dollars (\$110.00) annually, which will be paid on the twenty-fourth (24th) pay of each year. Administrative employees required by the Director of Transit, or their designate, to wear safety footwear and winter wear, shall be entitled to an allowance of four hundred dollars (\$400.00) annually to be paid on the twenty-fourth (24th) pay of each year.

37.09 Maintenance and Administrative Employees designated by the City (HSR) to train co-op students or apprentices will be paid a premium of one-dollar and fifty cents (\$1.50) per hour while actively performing training duties.

ARTICLE 38 – AUTOMATIC PROGRESSION

38.01 The City (HSR) agrees that all new Employees hired on or after July 1, 2005 excluding those holding the positions listed in Job Group 16T of Schedule "A", being hired under this section, shall be paid on the basis of a staggered pay schedule calculated as follows:

Year 1 – 85% of top rate

Year 2 – 90% of top rate
Year 3 – 95% of top rate
Year 4 – Top Rate

Percentages shown are based on the end rate of wage grid for each classification.

- 38.02 An Employee reclassified to a job at a lower rate of pay, shall continue to be paid at the rate of their previous classification until a period of thirty (30) days has elapsed, except if at their own request, or for medical reasons, or for inability to perform the senior job as determined during a three (3) month trial period.

ARTICLE 39 – BULLETIN BOARDS

- 39.01 If the Union desires to post notices on the property, such notices shall be first submitted to the Management for approval. Neither the City (HSR) nor the Union shall make any changes in such notices thereafter.
- 39.02 A Bulletin Board will be provided by the City (HSR) for notices and no notice shall be posted except on such board.
- 39.03 Pamphlets, advertising, political matter, cards, notices, photographs, posters, pictures, or any kind of literature may only be posted or distributed upon the City (HSR)'s property with the permission of the City (HSR)'s management.

ARTICLE 40 – SAFETY COMMITTEE

- 40.01 The Union and the Company affirm their mutual desire to maintain high standards of health, safe working practices and conditions in the work place.

The Union and the Company agree to cooperate in the establishment of two (2) Health and Safety Committees representing Maintenance, Administrative and Operations employees.

The Maintenance/Administrative Health and Safety Committees will each consist of four (4) employees appointed by the Local 107 Union and four (4) members appointed by the Company. One person from each group of appointees will act as co-chairperson. In addition, the Health, Safety and Wellness Specialist shall act in the capacity of Advisor to the Committees, with no voting privileges.

The Operations/Administrative Health and Safety Committees will each consist of five (5) employees appointed by the Local 107 Union and five (5) members appointed by the Company. One person from each group of

appointees will act as co-chairperson. In addition, the Health, Safety and Wellness Specialist shall act in the capacity of Advisor to the Committees, with no voting privileges.

The President of the Local 107 Union shall be represented on the Corporate Health and Safety Committee, which meets regularly to formulate rules and regulations relating to the safety and health of all employees.

All Committees shall function in the manner from time to time prescribed under the terms and conditions of the Occupational Health and Safety Act, R.S.O.1990.

ARTICLE 41 - MANDATORY LICENSING, CERTIFICATION AND TRAINING REQUIREMENT (MAINTENANCE SECTION ONLY)

41.01 The parties agree that the Employer will reimburse all costs associated with obtaining or maintaining any required medical exams, professional fees, licensing, certification, and mandatory training courses related to the job classification they occupy.

ARTICLE 42 – TECHNOLOGICAL CHANGE

42.01 A minimum of sixty (60) days before the introduction of any technological change which directly affects the conditions and terms of security or employment, the City (HSR) shall notify the Union of the proposed changes. Any such changes shall be the subject of discussion between the Union and the City (HSR). No Employee with seniority shall be terminated by the City (HSR) provided they have availed themselves of the City (HSR)'s retraining program as soon as such retraining program becomes available, and the Employee is able to perform the job for which they are retrained in a manner satisfactory to the City (HSR) within three (3) months of being confirmed in the job. An Employee who is not able to perform the job after retraining and subsequent three (3) month probationary period will be given the right to bump into any job which they are immediately able to perform and subject to the provisions of Article 19.04(b).

ARTICLE 43 – PERSONNEL FILES

43.01 An Employee who maintains a clear record for a period of two (2) years following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance.

ARTICLE 44 – PRINTING OF COLLECTIVE AGREEMENT

44.01 The Union and the City (HSR) shall share equally the cost of printing the Collective Agreement, which shall be performed by the City of Hamilton's internal Print Shop, or alternatively, by a print shop mutually agreed upon by the parties.

ARTICLE 45 – WORKING FUNDS AND CASH RECEIPTS

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

(b) Any Employee handling cash shall be required to sign an undertaking confirming they will make full restitution in the event of a shortage. In all cases of shortages, restitution in full must be made prior to pay-off on discharge, or before regular duties are resumed unless the Employee is otherwise instructed. Shortages to the value of fifty dollars (\$50.00) will become a matter of record only. An Employee may be disciplined for contributory negligence or repeated shortages.

ARTICLE 46 – PART TIME EMPLOYEES (IN ADMINISTRATIVE SECTION ONLY)

46.01 A part-time Employee, for the purpose of this Agreement, shall be defined as an individual who works an average of twenty-eight (28) hours per week, or less, per fifty-two (52) week period. However, this shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

The Employer shall post work schedules at least two (2) weeks prior to the work week. Should changes become necessary, the Employer will give the Employee notice of such changes, of not less than two (2) working days, except in emergency situations.

A part-time employee shall be entitled overtime payment at time and one half ($1\frac{1}{2}$) for all work performed in excess of forty (40) hours in a work week and/or 8 hours daily.

VACATION PAY AND BENEFITS

The employer agrees that the employees who work thirty-five (35) hours per week continuously for twenty six (26) weeks shall be eligible to receive all benefits under this collective agreement.

Payment for vacation and benefits to part-time Employees who do not qualify for the benefits under the paragraph above, shall be paid at the rate of four percent (4%) for vacation and six percent (6%) in lieu of benefits of their bi-weekly earnings.

GRIEVANCE PROCEDURE

In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree they shall resolve complaints and grievances as quickly as possible through an informal complaint process prior to filing a written grievance. In the event an issue remains unresolved, the parties agree that the procedures outlined in Article 6 shall be adhered to by both parties.

ARTICLE 47 – LEAVE OF ABSENCE

47.01 An Employee shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, step parent, adopted or foster parent of the employee or the employee's spouse, a child, step-child, or foster child of the employee or the employee's spouse and a brother or sister of the employee.

An Employee shall be granted three (3) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a grandparent, step grandparent, grandchild or step grandchild of the employee or of the employee's spouse, the spouse of a child, the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Such bereavement leave shall be taken at the time of that bereavement or at the time the Employee received notification of such bereavement. Proof of bereavement may be required by the Director of Labour Relations or designate. The definition of immediate family shall be deemed to apply equally to Employees engaged in a common-law relationship that are deemed to be spouses pursuant to the Family Law Reform Act, as amended.

Where the burial occurs outside the Province, reasonable traveling time up to five (5) working days without pay may be granted at the discretion of the Employee's Department Head.

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the Employee must have worked the day before or the day after, provided that an Employee granted leave without pay for compassionate purposes within fourteen (14) calendar days prior to death shall not lose benefits under this Clause.

Where an Employee is on vacation and would, but for being on vacation, be entitled to bereavement leave, they will be entitled to substitute bereavement leave in accordance with the provisions of this article, for vacation. The period of vacation so displaced shall be rescheduled to another time mutually agreed between the Employee and the Employer.

- 47.02 (a) Any Employee who is absent for Canadian military service will be granted by the Employer leave of absence without pay and without loss of seniority.
- (b) Any Employee seeking an elected position with the Municipal, Provincial, or Federal government will be granted a leave of absence without pay and without loss of seniority, from the day the election is called until the day after the election is held.
- (c) Any Employee who is elected to a full-time position within the Labour movement that requires them to seek a temporary full-time leave of absence will be granted such leave without loss of seniority.

While on such leave of absence as set out in a) b) and c) above, the Employee may make the full contribution to continue their medical, hospital, pension and other benefits under the Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the Employee's behalf. Vacation credits will not accrue during such leaves.

- 47.03 (a) The City (HSR) will consider applications for leave of absence provided they are made, in writing, to the Divisional Director, or their designate, but the City (HSR) will not grant leave of absence to any Employee covered by this agreement for a longer period than sixty (60) days with retention of seniority without first discussing same with the Union Grievance Committee.

Where leave of absence is granted for reasons other than personal sickness or accident, the Employee shall be liable to the City (HSR) for all welfare payments made on their behalf in any month in which less than five (5) days work is performed for the City (HSR).

Union dues must be paid by the Employee before the leave of absence begins.

In the case of an approved pregnancy or parental leave, the City (HSR) agrees to make payments necessary to maintain in force the benefits provided under Sections 16.02, 17.01 and 47.01 unless the Employee gives notice in writing that they do not intend to pay their

contributions, where applicable. Seniority continues to accrue during pregnancy or parental leave.

- (b) During a period of sick leave wherein an Employee qualifies for sick pay, the City (HSR) agrees to make payments necessary to maintain in force the benefits provided under Section 16.01, 16.02, 16.03, 17.01 and 47.01. The Employee will be responsible to reimburse the City (HSR) only for the Employee's share accrued.
- (c) Any operator who is granted a leave of absence of sixty (60) days or less will not be required to vacate their run.

ARTICLE 48 – AUDIO/VIDEO SURVEILLANCE CAMERAS

48.01 The installation of surveillance cameras is to improve the safety of our employees and customers, and the protection of company property.

The use of surveillance cameras is for the public safety, crime prevention, security purposes and for the protection of its employees and assets.

Cameras installed on company vehicles or property shall not be used to monitor an employee's performance or for entrapment.

ARTICLE 49 – DURATION

49.01 This agreement shall be effective as of the 1st day of January, 2019 , and shall continue in full force and effect until the 31st day of December, 2022 , and from year to year thereafter unless in the year 2022 or in any year thereafter not more than ninety (90) days and not less than sixty (60) days before the 31st day of December in such year either party shall furnish the other with written notice of termination or proposed revision of this Agreement.

49.02 Where, by the terms of this agreement, any benefit is provided which is an improvement upon that which was provided by the terms of the immediately preceding collective agreement, such improved benefit or new benefit shall be deemed to apply only to such persons as were employed by the City of Hamilton as of January 1, 2019 .

All Employees in the ATU bargaining units who are on the active payroll as of the date of the ratification of the collective agreement or those Employees who have retired during the term of this Agreement but prior to ratification will be eligible for the economic increases, exclusive of any specialty or premium pay increases. Employees who have left the employ of the City of Hamilton or have transferred outside the ATU bargaining units since January 1, 2019 will have ninety (90) days from the date of ratification to submit a claim for retroactivity.

In the event an Employee has passed away during the term of this agreement but prior to ratification, the Employee's estate will have ninety (90) days from the date of ratification to submit a claim for retroactivity for the economic increases exclusive of any specialty or premium pay increases.

SCHEDULE "A"

Job Description #	JOB TITLE	Grade	Group	Step	Jan 1, 2019 Rates (1.75% Increase)	Jan 1, 2020 Rates (1.75% Increase)	Jan 1, 2021 Rates (1.75% Increase)	Jan 1, 2022 Rates (1.75% Increase)
	*Designated Trades (<i>Italics</i>) start at Step 2 and move to job rate (top step) after one year							
		21		1	37.66	38.32	38.99	39.67
				2	39.87	40.57	41.28	42.00
				3	42.09	42.83	43.58	44.34
				4	44.30	45.08	45.87	46.67
		20		1	36.82	37.46	38.12	38.79
				2	38.99	39.67	40.37	41.07
				3	41.15	41.87	42.61	43.35
				4	43.32	44.08	44.85	45.64
727	GENERAL REPAIR SHIFT FOREMAN/WOMAN	19	Admin	1	35.97	36.60	37.24	37.89
677	FOREMAN/WOMAN II - ELECTRICAL		Admin	2	38.09	38.76	39.43	40.12
994	MAJOR REPAIR FORMAN/WOMAN		Admin	3	40.20	40.90	41.62	42.35
1742	VSC FOREMAN/WOMAN		Admin	4	42.32	43.06	43.81	44.58
676 (6077)	FOREMAN/WOMAN I - BODY SHOP	18	Admin	1	35.08	35.69	36.32	36.95
				2	37.14	37.79	38.45	39.13
				3	39.21	39.90	40.59	41.30
				4	41.27	41.99	42.72	43.47
843	INSPECTOR	17	Admin	1	33.07	33.65	34.24	34.84
1489	SENIOR STOCKKEEPER		Admin	2	35.02	35.63	36.25	36.89
				3	36.96	37.61	38.27	38.94
				4	38.91	39.59	40.28	40.99
176 (6533)	TRUCK AND COACH TECHNICIAN *	16T	Mtce	1	34.08	34.68	35.28	35.90
1200	PLANT ELECTRICIAN *		Mtce	2	35.98	36.61	37.24	37.90
				3	37.87	38.53	39.20	39.89
845	INSTRUCTOR	16	Admin	1	32.19	32.75	33.32	33.91
				2	34.08	34.68	35.28	35.90
				3	35.98	36.61	37.24	37.90
				4	37.87	38.53	39.20	39.89

177	TRUCK AND COACH TECHNICIAN APPRENTICE	16A	Mtce	1	26.51	26.97	26.70	27.17
	(90% of Automotive Mechanic as per CA)			2	28.40	28.90	28.61	29.11
				3	30.30	30.82	30.52	31.05
				4	32.19	32.75	32.42	32.99
				5	34.08	34.68	34.33	34.93
1203	PLANT MILLWRIGHT *	15T	Mtce	1	33.17	33.75	34.33	34.93
979	MACHINIST*		Mtce	2	35.01	35.62	36.24	36.87
191 (6076)	BODY REPAIR MECHANIC *		Mtce	3	36.85	37.49	38.15	38.81
789	HVAC TECHNICIAN*		Mtce					
			Mtce					
679	FOREMAN/WOMAN III - SERVICE LINE	15	Admin	1	31.32	31.87	32.42	32.99
				2	33.17	33.75	34.33	34.93
				3	35.01	35.62	36.24	36.87
				4	36.85	37.49	38.15	38.81
577	ELECTRICAL SYSTEMS MECHANIC *	14T	Mtce	1	32.27	32.83	33.42	34.00
6860	TRANSIT ON BOARD SYSTEMS TECHNICIAN *		Mtce	2	34.07	34.67	35.27	35.89
				3	35.86	36.49	37.13	37.78
1704	TRANSIT TECHNOLOGIST III	14	Admin	1	30.48	31.01	31.56	32.11
				2	32.27	32.83	33.42	34.00
				3	34.07	34.67	35.27	35.89
				4	35.86	36.49	37.13	37.78
		13T		1	31.35	31.90	32.45	33.02
				2	33.09	33.67	34.26	34.86
				3	34.83	35.44	36.06	36.69
1491	SENIOR TICKET AGENT	13	Admin	1	29.61	30.13	30.65	31.19
				2	31.35	31.90	32.45	33.02
				3	33.09	33.67	34.26	34.86
				4	34.83	35.44	36.06	36.69
1512	TRANSIT INVENTORY SPECIALIST	12	Admin	1	28.76	29.26	29.77	30.29
				2	30.45	30.98	31.52	32.07
				3	32.14	32.70	33.27	33.85
				4	33.83	34.42	35.02	35.64

		11T		1	29.53	30.05	30.57	31.10
				2	31.17	31.72	32.27	32.83
				3	32.81	33.38	33.96	34.56
1668	TIRE REPAIRER/INSTALLER	11	Mtce	1	27.89	28.38	28.87	29.37
1414	SHIPPER/RECEIVER/ROADSPERSON		Admin	2	29.53	30.05	30.57	31.10
				3	31.17	31.72	32.27	32.83
				4	32.81	33.38	33.96	34.56
1400	SERVICE LINE WORKER-COMPRESSOR	10	Mtce	1	27.01	27.48	27.97	28.46
5306	ADMIN ASST III - OPERATIONS		Admin	2	28.60	29.10	29.62	30.13
984	MAINTAINER		Mtce	3	30.19	30.72	31.26	31.81
1093	MAINTENANCE HELPER-TRANSIT		Mtce	4	31.78	32.34	32.91	33.48
1136 (1869)	TRANSIT OPERATOR**	10B	Mtce	1	27.29	27.77	28.25	28.74
				2	28.89	29.40	29.91	30.43
				3	30.50	31.03	31.57	32.12
				4	32.10	32.66	33.23	33.81
2803	ADMIN ASST III -TRANSIT	9	Admin	1	26.17	26.63	27.10	27.57
977	LUBRICATOR		Mtce	2	27.71	28.19	28.69	29.19
				3	29.25	29.76	30.28	30.81
				4	30.79	31.33	31.88	32.44
5300	TRANSIT CUSTOMER CARE REP	8	Admin	1	25.30	25.74	26.19	26.65
1465	PAYROLL CLERK		Admin	2	26.78	27.25	27.73	28.21
6792	OPERATIONS CLERK		Admin	3	28.27	28.76	29.27	29.78
				4	29.76	30.28	30.81	31.35
813	HSR TICKET AGENT	7	Admin	1	24.45	24.88	25.31	25.75
				2	25.88	26.33	26.79	27.26
				3	27.32	27.80	28.28	28.78
				4	28.76	29.26	29.77	30.29

1399	SERVICE LINE WORKER	6	Mtce	1	23.57	23.98	24.41	24.83
1461	SENIOR GARAGE CLERK		Admin	2	24.96	25.40	25.84	26.29
629	FAIR MEDIA CO-ORDINATOR		Admin	3	26.34	26.80	27.28	27.76
				4	27.73	28.22	28.71	29.22
		5		1	22.77	23.17	23.58	23.99
				2	24.11	24.53	24.96	25.40
				3	25.45	25.90	26.35	26.81
				4	26.79	27.26	27.74	28.22
1865	LABOURER - CASUAL	4	Mtce	1	21.88	22.26	22.65	23.05
1665	TICKET DELIVERER		Mtce	2	23.17	23.58	23.98	24.40
				3	24.45	24.88	25.32	25.76
				4	25.74	26.19	26.65	27.11
		3		1	21.03	21.40	21.77	22.15
				2	22.27	22.66	23.05	23.45
				3	23.50	23.91	24.33	24.76
				4	24.74	25.17	25.61	26.06
833 (1866)	INFORMATION CLERK	2	Admin	1	20.15	20.50	20.86	21.23
272	TRANSIT CHECKER-TECHNOLOGIST			2	21.34	21.71	22.09	22.47
				3	22.52	22.91	23.31	23.72
				4	23.71	24.12	24.54	24.97
		1	Admin	1	17.55	17.86	18.17	18.49
				2	18.59	18.92	19.24	19.58
				3	19.62	19.96	20.31	20.66
				4	20.65	21.01	21.38	21.75
*Designated Trades (<i>Italics</i>) start at step 2 and move through the range **The hourly rate for the Operator classification (10B) includes a 1% adjustment in lieu of all breaks, effective January 1, 2010.				Step	Wage Range Determination			
				1	85%	85%	85%	85%
				2	90%	90%	90%	90%
				3	95%	95%	95%	95%
				4	100%	100%	100%	100%

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING – ALTERNATE SERVICE DELIVERY

(1) ALTERNATE SERVICE DELIVERY (ASD) – BUS OPERATIONS

New Services

- A Request for Proposal (RFP) for a private contract for the provision of unconventional transit service will be prepared by HSR management.
 - HSR management will prepare an internal bid for provision of the service together with the ATU based on:
 - (a) Wage - maximum Step 1 Bus Operator rate and a 70-hour bi-weekly guarantee;
 - (b) Benefits - "X" % of Step I Bus Operator rate;
 - (c) All other costs including overheads, maintenance, capital depreciation, etc., costed at - "X" % of Step 1 Bus Operator rate.
- * The internal ATU bid will be sealed and opened publicly with private sector submissions. Award of the bid will be solely on the basis of lowest cost with the understanding that if the ATU bid is within 10% of the lowest bid, ATU will be awarded the contract.

Conversion of Existing Services to Alternate Service Delivery

- It is agreed that any conversion of existing fixed route conventional transit services from the date of ratification of a Collective Agreement will be exclusively ATU work.
- The new service will be posted for bid to current Operators. The wage rate and bi-weekly guarantee will be that of the Operator who successfully bids this work.
- Additional duties may be assigned to the Operator as determined necessary by Management such as the use of a cellular phone to take bookings without access to wage premium(s).

(2) MAINTENANCE DIVISION

In addition, the Company further agrees that the Engineering Maintenance Division will not contract out more than 10% of its annual gross operating

budget as approved each year by City Council. Warranty and capital projects are excluded from this clause.

- (3) This letter will remain in effect for the term of the agreement.

Note: It is agreed that unconventional transit service shall include demand responsive service, community bus service and flexible routing bus service.

LETTER OF UNDERSTANDING – CONTRACTING OUT

All conventional fixed route transit services within the Urban Transit Service Area will be assigned to AT.U. Local 107.

LETTER OF UNDERSTANDING – RETURN TO WORK COMMITTEE

The parties agree to maintain a joint committee on Return to Work (RTW).

The purpose and mandate of the RTW committee is to develop and oversee a return to work process that will facilitate and assist with the reintegration of workers returning to work following serious injuries or illnesses. The committee shall operate in a manner consistent with the terms of the Collective Agreement and the intent and requirements of legislation such as the Occupational Health and Safety Act, the Employment Standards Act, the Workplace Safety and Insurance Act and the Ontario Human Rights Code.

LETTER OF UNDERSTANDING – BENEFIT BOOKLET

The Employer agrees to provide each Employee in the bargaining unit of local 107 a current copy of the Benefit Booklet as soon as possible following the ratification of this agreement.

LETTER OF UNDERSTANDING – BRIDGING

Bridging forms will be signed upon hiring. With respect to current Employees, the Employer will ensure all Employees have the opportunity to sign the appropriate bridging forms.

W.S.I.B.

The Employer agrees that it will continue payment to those Employees who file for W.S.I.B. at the rate of pay that would have been paid by the Workplace Safety and Insurance Board. Such payment shall not take place unless the Employee signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved Bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all Employees have

had an opportunity to sign the appropriate bridging forms. At such time as the claim is decided by W.S.I.B. payment will revert to direct payment from W.S.I.B.

L.T.D.

The Employer agrees that it will continue sick benefit payment to those Employees who file for LTD until such time the claim is decided. Such payment is conditional on the Employee taking every reasonable step to provide necessary medical support for the claim in a timely fashion. Further, such payment shall not take place unless the Employee signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all Employees have had an opportunity to sign the appropriate bridging forms.

LETTER OF UNDERSTANDING – JOINT JOB EVALUATION COMMITTEE

The City (HSR) and ATU 107 Joint Job Evaluation Committee shall implement the attached Joint Job Evaluation Plan. All jobs within the Union shall be rated, with said ratings applying from the date job questionnaires are signed off by the Director of Transit, or designate, following completion and submission of a Job Evaluation Questionnaire by the Employee or group of Employees.

LETTER OF UNDERSTANDING – INSPECTOR GUIDELINES

The following guidelines will be used for the allocation of overtime to Inspectors working their days off:

- (1) Inspectors requesting to work overtime will have an opportunity to sign a volunteer list for the six week board period at the same time the Sign-up is conducted to select regular work shifts. This permits Inspectors to sign as volunteers in order of seniority.
- (2) Inspectors may sign as a volunteer for additional days at any time during the six week board providing they sign three days prior to the date indicated as available to work overtime. Inspectors signing in this manner will not be given priority based on seniority over any other names already signed.
- (3) If an Inspector works their first day off as a volunteer and is the first name to work overtime on their second day off, the available overtime will go to the next signed name. If no other day off inspector accepts the shift, it will be offered to an inspector on their second day in seniority.
- (4) Any Inspector working their day off as a volunteer will be compensated as per the Collective Agreement. Lieu days will be granted at a mutually

agreed time.

- (5) If reasonable attempts are made to contact an Inspector as per the primary contact list to work overtime and it is not possible to contact the Inspector, then the next signed volunteer may be contacted.
- (6) In emergency or unusual circumstances, any Inspector may be selected to work overtime without following the guidelines quoted in this overtime allocation procedure. An emergency is outlined in Article 22.20 (e).
- (7) An Inspector may withdraw their name as a volunteer provided reasonable notice is given (normally three days) to the Manager of Operations. When work is assigned to a volunteer, then that work must be accepted by the volunteer.
- (8) If the volunteer does not accept or is not available to accept the specific work being offered then there is no requirement to offer that volunteer any other open work for that day, unless the volunteer declares their availability for any subsequent shift that may become available that day, in which case the volunteer must attend that subsequent shift.
- (9) If the volunteer agrees to do the work and does not complete the specific work assigned then there is no requirement to offer that volunteer any other open work for that day.
- (10) The Manager of Operations may assign an Acting Inspector to Point Duty on their regular day off to work as may be deemed necessary,
- (11) If an Inspector is off on lieu time due to budgetary restraints, an Acting Inspector can be used.
- (12) All open shifts (except for lieu time) shall go to regular inspectors and/or regular inspectors on their day off. Regular inspectors shall be scheduled for any event that is known or ought to be known to be scheduled; i.e. parades, football games, charters, etc. and any other predetermined work. Inspectors on their day off will have preference over Acting Inspectors on their day off.
- (13) Where a partial shift is available and is two (2) hours or less, it shall be offered to inspectors already on duty in order of seniority. If no on duty inspector is willing to work the partial shift, then it will be offered to an inspector scheduled to work that day, in order of seniority. If no inspector working that day is willing to work the partial shift, then it will be offered to an inspector on their day off, in order of seniority.

LETTER OF UNDERSTANDING – UNIFORM COMMITTEE

The parties agree to strike a uniform committee comprised of One (1) female and one (1) male Operator appointed by the Union for the purpose of discussing the implementation of Article 31.02. The committee will meet a maximum of two (2) times prior to the Request For Proposal (RFP) on uniform tenders.

LETTER OF UNDERSTANDING – APPRENTICESHIP PROGRAM 310T (TRUCK & COACH)

POSTING APPRENTICESHIP OPPORTUNITIES

Apprenticeship opportunities will be posted as per the usual Corporate posting process.

SELECTION PROCESS

If candidates are relatively equal, ATU Local 107 applicants will be given preference

PROBATIONARY PERIOD

An apprentice may be removed from the training program by the Manager of Transit Fleet Maintenance, or upon request of the employee, and their Apprenticeship Contract cancelled at any time during the first twelve-month period of the apprenticeship.

If the apprentice was a member of ATU Local 107 prior to the apprenticeship program, they shall be returned to the pre-apprenticeship job classification with no loss of ATU Local 107.

Employees previously included in the scope of another bargaining unit shall be governed by the terms and conditions of their respective previous collective agreement in regards to returning to their previous position.

The Employer shall have the exclusive right to remove employees from the Apprenticeship program during the probationary period provided the decision to remove the employee from the Apprenticeship program is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

JOB POSTINGS

No apprentice during their apprenticeship may apply under the job posting provisions of the ATU Local 107 collective agreement to fill any job vacancy.

SENIORITY

Existing ATU Local 107 employee shall continue to be a full member of ATU Local 107 throughout the duration of the apprenticeship. The apprentice will continue to accumulate Companywide seniority; however not accrue Maintenance Section seniority during the apprenticeship. Apprentices who are new to ATU Local 107 shall begin to accrue companywide seniority upon commencing the apprenticeship program; however shall not accrue Maintenance Section seniority during the apprenticeship program.

When they successfully complete their apprenticeship, having both passed the final examination and accumulated the required number of hours, they will establish new Maintenance Section seniority. If more than one employee completes the qualifications on the same day, the following will be the order of seniority:

- (i) Employee with most ATU Local 107 seniority – first
- (ii) Employee with highest CFQ exam mark - second

BENEFITS

Where the apprentice is an existing member of ATU Local 107, they shall continue to have benefits as per the collective agreement. Internal employees, other than ATU Local 107 members shall transfer to benefits as per the ATU Local 107 collective agreement. External applicants entering the apprenticeship program shall assume benefits as per the terms and conditions of the collective agreement.

WAGES

Wages will be a percentage of the top Group 16T rate effective at the time based on qualifying hours (straight-time hours) successfully completed, as indicated in the following table:

	<u>% of Group 16T</u>
Start of Apprenticeship	70%
Completion of 1,000 hours	75%
Completion of 3,000 hours	80%
Completion of 5,000 hours	85%
Completion of 7,000 hours	90%
Obtain Trade License	100%*

* This will be retroactive to the date all qualifications were completed.

SCHOOL TERMS

- (a) While attending training sessions, the apprentices will be paid their rate at the time, not to exceed 40 hours per week.
- (b) An apprentice will not be expected to work and go to school during "school terms" under the Apprenticeship Program.
- (c) While attending school portions of the program, the apprentice shall be eligible for all benefits, as provided in the collective agreement.
- (d) If the apprentice is not required to attend class, other than a Saturday or a Sunday, they shall inform their Supervisor and report to work, if required by the Supervisor.
- (e) The apprentice shall faithfully attend each and every course session. Any absence must be excused, in advance, by the Supervisor.
- (f) If the apprentice is required to pay tuition, the City will reimburse the employee as per the Tuition Reimbursement Policy (50% on registration and 50% on successful completion).

VACATION

An apprentice will sign for vacations as per their seniority in the apprenticeship classification. An apprentice may not take vacation during an apprenticeship school term.

OVERTIME

An apprentice may be asked to work overtime in accordance with Article 22.

WORK/TRAINING ASSIGNMENTS

An apprentice shall be assigned to a variety of functions, shops, shifts, locations, as required, to complete the Apprenticeship Program. The apprentice's existing seniority shall have no bearing on shift, RDO's (regular days off), or assignments, which will be solely at the discretion of the Manager of Transit Fleet Maintenance, based on the Apprenticeship Program and the requirements to cover absences.

LAYOFF

For purposes of layoff Article 19.09 will apply.

CANCELLATION OF APPRENTICESHIP

An apprentice who has completed their twelve-month preliminary period may be removed from the Apprenticeship Program and their Apprenticeship Contract cancelled for any of the following reasons:

- (a) Just cause.
- (b) If an apprentice fails to take the training/school course when they are scheduled to take same, provided that their failure to take such course is not due to a cause beyond their control.
- (c) If an apprentice fails a training course at any one level on more than one occasion.
- (d) If the Apprenticeship Board cancels the Apprenticeship Contract.

In the event of the apprentice being removed for one of the reasons outlined in b), c) or d), and they were a member of the bargaining unit immediately prior to commencing the apprenticeship program, they shall be returned to the pre-apprenticeship job classification with no loss of ATU Local 107 seniority.

In the event of the apprentice being removed for one of the reasons outlined in b), c) or d), and was not a member of the ATU Local 107 bargaining unit at the start of the apprenticeship program they shall be laid off as per article 19.09.

COMPLETION OF PROGRAM

Upon successful completion of the courses, the employee agrees to remain in the employ of the City of Hamilton for a period of two (2) years.

Should the employee choose to leave the City of Hamilton within the first year of the two-year period mentioned above, they acknowledge that the amount of wages paid to the employee during the first year of the classroom portion of the course represents a debt which the City of Hamilton may satisfy through deductions from wages, vacation pay or other appropriate means.

Should the employee choose to leave the City of Hamilton within the 2nd year of the two-year period mentioned above, they acknowledge that half of the amount of wages paid to the employee during the first year of the classroom portion of the course represents a debt which the City of Hamilton may satisfy through deductions from wages, vacation pay or other appropriate means.

PROGRESS ASSESSMENTS

Regular progress assessments will be conducted. These shall not be subject to the grievance procedure. The Manager of Transit Fleet Maintenance, based on

the requirements and guidelines of the Apprenticeship Program, will have sole discretion to decide if progress and performance are adequate to continue in the Apprenticeship Program.

EMPLOYEE CONSENT

Employees participating in the program shall be required to sign consents reflective of their obligation under the terms and conditions of this agreement.

INTERIM ASSIGNMENT

Upon obtaining their Trade License, the employee will be assigned to a shift and RDO's in accordance with their new Maintenance Section seniority and in accordance with the collective agreement in effect at the time. They will sign for shift and RDO's in accordance with their new Maintenance Section seniority on the next Automotive Mechanic sign-up.

LETTER OF UNDERSTANDING – ARTICLE 44

WHEREAS the parties ratified the new Collective Agreement between the City of Hamilton (HSR) and the Amalgamated Transit Union, Local 107 (ATU 107) in November of 2007;

The parties agree to the following:

- (1) The Employer will pay the full cost of printing the Collective Agreement.
- (2) The parties agree that provided the Employer maintains its category with respect to Employment Insurance (EI) which is currently at category 2, the Employer agrees to continue to pay the full cost of the printing of the Collective Agreement.
- (3) The Parties will reach an agreement on the final format of the printing of the Collective Agreement prior to having it done.

LETTER OF UNDERSTANDING – ARTICLE 17

That The City, HSR and ATU Local 107 shall severally honour and implement all the conditions outlined in the Minutes of Settlement Dated November 26th, 2008 entered into between, BUDH SINGH DHILLON, THE CORPORATION OF THE CITY OF HAMILTON, ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD, HAMILTON STREET RAILWAY COMPANY, RBC DEXIA INVESTOR SERVICES TRUST and ATU LOCAL 107.

It is further agreed that the HSR Pension Plan Text will be revised by the Plan actuary to incorporate the above mentioned Minutes of Settlement.

That the only reference to any plan detail in the collective agreement be a reference that the amended plan as mentioned above forms part of this agreement”

That this letter of understanding replaces “Letter of Understanding – Pension Arrangement” in the current Collective Agreement.

LETTER OF UNDERSTANDING – EXTRA HOURS OF WORK AGREEMENT

In accordance with Section 17 of the Employment Standards Act, 2000, the parties agree as follows:

1. Regular Work Day

(i) Full-Time Employees

The regular work day for Employees listed in Schedule "A" of the ATU Local 107 Collective Agreement has been established as outlined in the ATU Local 107 Collective Agreement.

(ii) Part-Time Employees

The normal hours of work for part-time Employees shall be defined in Schedule "A" and as per Article 46.01 of the ATU Local 107 Collective Agreement.

2. Extra Daily Hours

The Union and the Employer agree to allow our members/your employees covered under the ATU Local 107 Collective Agreement to voluntarily work overtime beyond their regular scheduled work day to the maximums allowed under the Employment Standards Act, 2000 and its regulations and, where applicable, the Highway Traffic Act and its regulations.

3. Extra Weekly Hours

The Union and the Employer further agree to allow our members/your employees covered under the ATU Local 107 Collective Agreement to voluntarily work overtime beyond their regularly scheduled work week to a level beyond sixty (60) hours per week as outlined in the Employment Standards Act, 2000 and its regulations and, where applicable, the Highway Traffic Act and its regulations.

4. Scheduling

The scheduling of additional hours shall be administered in accordance with the overtime provisions of the ATU Local 107 Collective Agreement.

5. Information Sheet

As required under the Employment Standards Act, the parties agree that by inclusion of *the Information for Employees About Hours of Work and Overtime Pay*, attached herto", both parties' obligations relative to notification and acceptance under the act have been fulfilled.

LETTER OF UNDERSTANDING – ALL BIDDABLE EXTRAS EXCLUDING 8000's

1. Regular operators may sign a preference for an Extra during the regular board signup in the seniority order of the regular board signup.
2. Operators are permitted to sign a maximum of three biddable Extras during the first selection process. Once all operators have had an opportunity to sign a biddable Extra, dependent on availability, regular operators during the initial selection process will have an opportunity to sign any remaining biddable Extras in excess of their initial three Extras.
3. It is the operator's responsibility to ensure that their selection does not violate any existing work rules (i.e. 13 hour maximum per day, Excess Hours of Work Agreement maximum per week, availability to be at the MTC for start of the Extra or the beginning point of the regular run after the school extra, etc.).
4. Upon completion of the signup, the Employer will review the Extra selections to verify that the selections do not violate any existing work rules as stated above.
5. The Employer reserves the right to reject any non-compliant selections.
6. Extras may be cancelled at any time. There is no obligation to provide alternate extra hours or pay in the event of the cancellation of an Extra, regardless of seniority (i.e. no "bumping" to the next available compliant extra that has been selected by another less senior operator). Operators who have their selected Extras cancelled may declare to remain as a "day of"/"day off" volunteer for assignment for other available open work.
7. The selection of an Extra does not constitute any guarantee or work or pay value due to the unavailability of the operator for any cause.
8. Best efforts will be made to satisfy the operator's preferred choice of an Extra.
9. Operators who fail to report for a biddable Extra, will be interviewed and placed on notice that a second violation of reporting for a biddable Extra without proper notification of removing their services, will be placed on

written notice, in addition to losing privileges associated with working their signed Extras for a two week period.

10. Operators who fail to report for a biddable Extra on a third incident will be subject to discipline and risk having all their biddable Extra privileges suspended for the remainder of the existing board period.

LETTER OF UNDERSTANDING—OPERATING CONDITIONS (OPERATOR RECOVERY TIME)

The Employer agrees to address and make modifications to the Saturday and Sunday run schedules identified during negotiations as not having a minimum five (5) minute scheduled decompression after sixty (60) minutes of operating time, and that such modifications be made within the Spring 2020 and Summer 2020 board periods.

The Employer will commit twenty percent (20%) of all forthcoming annually approved expansion hours to address any new or ongoing deficiencies in scheduled run times, or scheduled recovery not meeting the five (5) minute per sixty (60) minute of operating time standard. The parties agree that the use of these hours to address the deficiencies will be incorporated into the schedules, inclusive of all day types, at the time of the annual Fall board.

The Employer will commit to meeting with the Union at the time of the Annual Service Review to identify those routes where expansion will take place, and will ensure that all routes identified will incorporate enough time into the new schedules to meet route demands, recovery time that is equal to ten percent (10%) of the trip operating time, and shall have a minimum of five (5) minutes at the end of line for Operator recovery every sixty (60) minutes of operating time. The parties agree that the use of these hours to introduce expansion will be incorporated into the schedules at the time of the annual Fall board. This will be the new minimal standard on all new service schedules going forward.

A review of operating conditions will take place and will be based on existing data from all runs and time periods on the applicable routes from the previous 12-month period.

A simulation of a typical run on the applicable routes will be undertaken to establish a base from which a final running time for the route can be generated. The simulation will be conducted by an operator mutually acceptable to the ATU Local 107 and the Employer, who is accompanied by a ATU Local 107 Operations representative, a member of the Transit Planning department, and a member of Transit Operations Supervision.

For the purposes of this Article, the term “decompression” will be taken to mean scheduled time that is allotted to use restroom facilities when necessary, or to otherwise remove oneself from the operator’s seat to stretch and move about.

LETTER OF UNDERSTANDING – INSPECTOR SIGNING PILOT

The parties agree to engage in a time-limited Inspector signing pilot using the procedure set out in Appendix F.

The pilot will be effective January 2020 and cover all boards signed in 2020. All scheduling must meet operational requirements with no increase in costs and/or staffing resources. In the event that these conditions are not mutually accepted by the employer and the union, the trial will be deemed unsuccessful and be abandoned.

Appendix F will not form part of this LOU nor will it be included in the collective agreement. It will be considered an operating guideline to assist the parties in implementing the pilot program.

The pilot may be extended by agreement. If either party chooses not to extend, the pilot will be deemed unsuccessful and be abandoned.

APPENDIX “A” – LIFE INSURANCE

Group Life Insurance with benefits equal to two (2) times the annual basic wage rate of the Employee rounded to the nearest one thousand dollars.

ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental Death and Dismemberment coverage to a maximum of \$75,000.00

- Benefit ceases at the age of sixty-five (65).

LIFE INSURANCE AT RETIREMENT

Life Insurance (2 times the annual basic earnings of the Employee at the time of retirement rounded to the nearest one thousand dollars).

Upon reaching the age of 65, the City (HSR) will maintain a \$5,000 death benefit for those Employees who were eligible for this benefit prior to the ratification of this agreement.

APPENDIX "B" – SHORT TERM DISABILITY CLAIM FORM

The City Of Hamilton ATU Claim Form-Income Protection Benefit (Short Term Disability and Functional Form)

Instructions:

1. Please complete in full and send to: **Return to Work Services, Human Resources, 71 Main Street West, Hamilton, ON L8P 4Y5**
Fax: 905-546-4174

2. Any charge for completing this form is the Employee's responsibility. 3. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer. 4. Employee may be required to provide additional medical information where reasonably necessary to determine eligibility for benefits or to evaluate work accommodation alternatives.

PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED BY EMPLOYEE PRIOR TO SUBMITTING TO PHYSICIAN (Please PRINT)

Name:	Department:	Employee No:
Phone:	Email:	
Start of Present Absence: (day/month/year)	Occupation/Title:	

Employee Authorization: The above information is accurate to the best of my knowledge, and I hereby authorize my physician to exchange the following and subsequent information to and or from Return to Work Services, Human Resources in respect to my claim for short term disability benefits and to assist in my participation in a RTW Program. A copy of this consent shall be considered valid authorization throughout the duration of my claim and during participation in a return to work program. I further agree to the recovery of sick benefits received in the amount of 20% per pay cheque if it is found that the functional information provided does not support an absence from work.

Employee Signature _____

Date: (day/month/year) _____

PART 2 ATTENDING PHYSICIAN'S STATEMENT - TO BE COMPLETED BY PHYSICIAN (incomplete information will result in the Employee being non-paid) (Please PRINT)

1. Diagnosis of present condition: _____

2. Is condition due to injury or sickness arising out of patient's employment: ☐ No ☐ Unknown ☐ Yes If Yes, has WSIB been notified? ☐ Yes ☐ No

3. a) Date of 1st examination / assessment during present period of absence from work: (day/month/year) _____

b) Date of latest examination during present period of absence from work: (day/month/year) _____

4. a) Have you actively supervised this patient's care during the full period of absence?

☐ No, please provide reasons in remarks area

☐ Yes, state frequency of visits ☐ Weekly ☐ Bi Weekly ☐ Monthly ☐ Other (specify) _____

b) Next scheduled appointment: (day/month/year) _____

Remarks: _____

5. For Hospitalizations please give: Date of in-patient admission (day/month/year) _____ Date of discharge (day/month/year) _____

6. Has there been a referral to a Specialist? (give name(s) of physician) _____

7. Nature of treatment: Medication ☐

Counselling ☐

Surgery ☐

Physical Rehabilitation ☐

Please give details of the treatment plan and frequency of treatments: _____

If none, please explain: _____

8. The City of Hamilton has a proactive modified work /work accommodation policy. Even though your patient may not be able to return to their own job, suitable modified or accommodated work will be provided. The information you provide will be used to develop a full return to work plan for your patient up to and including a return to regular duties. Please complete all sections:

☐ fit to work without restrictions on: _____ (date)

☐ fit to work with the following medical restrictions on: _____ (date) Duration: _____

☐ Employee is unfit to work. Prognosis for ☐ Full recovery _____ (date) or ☐ Possible return to modified duties: _____ (date)

Physical Restrictions:

Lifting – Carrying – Pushing/ Pulling (force weight for pushing/pulling)

	Physical Demands Level	Occasional 0 – 33% of workday	Frequent 34 – 66% of workday	Constant 67 – 100% of workday
<input type="checkbox"/>	Very Heavy	Over 100 lbs	Over 50 lbs	Over 20 lbs
<input type="checkbox"/>	Heavy	100 lbs	50 lbs	20 lbs
<input type="checkbox"/>	Medium	50 lbs	20 lbs	10 lbs
<input type="checkbox"/>	Light	20 lbs	10 lbs	10 lbs

<input type="checkbox"/>	Sedentary	10 lbs	Negligible	negligible
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Provide detail of limitation, eg. Time or number of steps etc.

☐ Prolonged Sitting: _____
 ☐ Walking: _____

☐ Stair Climbing: _____
 ☐ Ladder Climbing: _____

☐ Work at heights /reaching _____
 ☐ Bending: _____

☐ Prolonged standing _____
 ☐ Repetitive movements _____

☐ Kneeling: _____

☐ Other: _____

Cognitive/Psychosocial Restrictions Required: ☐ yes ☐ Not applicable

☐ Analyze and reason: ☐ unable ☐ able ☐ able with limitations – detail _____

☐ Sustain concentration ☐ unable ☐ able ☐ able with limitations – detail _____

☐ Interact with others: ☐ unable ☐ able ☐ able with limitations – detail _____

☐ Perform multiple tasks ☐ unable ☐ able ☐ able with limitations – detail _____

☐ Other: _____

Additional Comments:

Name of Attending Physician (please print)	Speciality	Telephone No.
		Fax No.
Address (number, street, city, province, postal code)		
Signature	Date of examination (day/month/year)	

APPENDIX "C" – SUMMARY OF BENEFITS

CITY OF HAMILTON

ATU 107 – ACTIVE EMPLOYEES

IMPORTANT INFORMATION:

This material summarizes the important features of your group benefit plan. This appendix is prepared as information only, and does not, in itself, constitute a contract. A benefit booklet will be available electronically through the Plan Administrator's website. The exact terms and conditions of your group benefits are described in the Contract held by your Employer and a copy of such contract shall be provided to the Union upon request.

The information contained in this booklet is important and should be kept in a safe place.

You can contact Manulife Financial at
1-866-769-5556

Or visit our website at:
www.manulife.ca/groupbenefits/secureserve

SUMMARY OF BENEFITS

Benefits Underwritten By Manulife Financial

The benefits described in the enclosed literature are available to you and your eligible dependents subject to the following provisions.

NOTE: All benefits will cease at the age of sixty- five (65).

ELIGIBLE EMPLOYEES

All Employees who are eligible will be insured based on the terms of the Union agreement with The City of Hamilton.

ELI GIBLE DEPENDENTS

Dependents (if applicable) include:

- (i) your legally married spouse (excludes divorced spouses) or a person of either sex with whom you have continuously cohabited for a period of at least one year in a common-law relationship;

- (ii) your natural or adopted child, or stepchild who is:
 - unmarried
 - under age 21, or under age 25 if a full-time student,
 - not employed on a full-time basis, and
 - not eligible for coverage as an employee under this or any other Group

Coverage for an unmarried dependent child who is incapable of self-support due to mental or physical handicap shall continue beyond the limiting age stated above, provided satisfactory proof is given Manulife Financial that disability occurred while an eligible dependent:

- a) within thirty days after attainment of the limiting age, and
- b) as often as Manulife Financial may reasonably require thereafter.

A newborn child shall become eligible from the moment of birth.

It is the responsibility of the Employee to notify the Benefits Section if their dependent no longer meets the definition of an eligible dependent.

CHANGES IN BENEFIT COVERAGE

Due to: Marital status
 Name change
 Dependent coverage under (iii) or (iv) above

Should be directed to the Human Resources Department.

INQUIRIES ON BENEFIT COVERAGE

For details of your plan, contact the Benefit Section of the Human Resources Department.

HEALTH BENEFITS - EXTENDED HEALTH BENEFITS (EHB)

Deductible-Nil.
100% reimbursement of eligible charges.

Prescription Drugs - Deductible -Nil.
100% reimbursement of eligible charges limited to the amount shown in the drug price listing and the allowable markup as determined by the group benefits provider.

The maximum amount allowable for a prescription drug-dispensing fee is \$7.00 per prescription

Paramedical Services - maximum amount allowed:

(a) Clinical Psychologist:

First visit	- up to \$100
Subsequent visits	- up to \$50 per hour
Maximum amount allowable	- \$500 per person per calendar year

(b) Registered Massage Therapist:

Per treatment	- up to \$30
Maximum number of treatments	- 12 per person per calendar year

(c) Speech Pathologist:

Maximum amount allowable \$200 per person per calendar year.

(d) Chiropractor:

Maximum amount allowable \$300 per person per calendar year

Hearing Aids - Deductible - Nil.

100% reimbursement up to a maximum of \$350 per 36 consecutive months.

Vision - Deductible - Nil.

100% reimbursement up to a maximum of \$350 (inclusive of an eye exam) per 24 consecutive months.

Plus - A lifetime maximum of \$250 for contact lenses required to correct visual acuity to 20/40.

EHB (Extended Health Benefits) Overall Maximum – Unlimited

DENTAL BENEFITS

Deductible - Nil.

Co-payment:

Basic Services - 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Major Services and Orthodontic Services - 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Maximums:

Basic Services - Nil.

Major Services - \$1,000 combined maximum per calendar year.

Orthodontic Services - Lifetime maximum of \$1,500 per dependent child.

Fee Guide - Current Ontario Dental Association Fee Guide for General Practitioners.

Note: A calendar year is January 1 to December 31.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- (a) the date your employment terminates;
- (b) the date on which you early retire under the criteria of your pension plan.

Benefits will be available under the Retiree group to any Employee meeting the following criteria;

A former Employee who:

- (a) retired from the Employer under the City (HSR) Pension Plan factor; or,
- (b) retired from the Employer early on the City (HSR) Pension Plan, is between the ages of 55 and 65, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) was terminated for non-disciplinary reasons, while in receipt of LTD benefits:

is eligible for the following benefits,

- (i) Extended Medical Plan
- (ii) Dental Plan
- (iii) Vision Plan

subject to the conditions that,

- (i) these benefits will only be provided if similar coverage is not available to the former Employee from another source; and,

- (ii) these benefits will terminate on the last day of the month in which the former Employee attains the age of 65 years. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- (iii) these benefits terminate upon the death of the former Employee. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- (iv) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

EXTENSION OF COVERAGE - DISABILITY EXTENDED HEALTH BENEFITS

In the event of termination of employment and the Employee or one of their dependants is disabled, coverage will continue for that individual provided premiums are paid, for up to 90 days.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Manulife Financial directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Manulife Financial must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims must be submitted to the address indicated on the claim form.

Manulife Financial must receive written proof of claim not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Manulife Financial plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this

plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own Employer benefit plans, the first payer of each spouse's claim is their own Employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leaves the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 60 days of leaving the group.

EHB (EXTENDED HEALTH BENEFITS)

The benefits described below are available to you through Manulife Financial Extended Health Benefits.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife Financial from the date of the last service provided.
- Manulife Financial will not reimburse the difference between what a hospital charges and what the provincial health plan reimburses for hospital stays.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

1. GENERIC DRUGS - Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including injectable medications, injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. Smoking cessation aids (trans dermal patches and nicotine gum only) are limited to a 3 months' supply per person, once only. Benefits are not payable for vitamins or vitamin preparations (unless injected) or drugs not approved for legal sale to the general

public in Canada. The name, strength and quantity of the drug must be shown on all receipts.

2. PRIVATE NURSING: Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); up to a lifetime maximum of \$100,000 per covered person, when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. The attending physician must certify nursing services are medically necessary. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Manulife Financial. When the services are extended for more than 30 days, prior approval must be obtained from Manulife Financial on a monthly basis.

3. PHYSIOTHERAPY: Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of their services up to an annual maximum of \$1,500. Services must be authorized in writing by the attending physician with diagnosis. Initial assessments are not covered.

4. DIAGNOSTIC SERVICE: Diagnostic services performed in a hospital or licensed medical laboratory.

5. ACCIDENTAL DENTAL: Dental care for natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

Predetermination of Benefits and Alternate Benefit Provision - Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you must obtain from your dentist and submit to Manulife Financial a treatment plan outlining the details of the accident, any relevant x-rays, pre-accident condition of the teeth, planned treatment and cost.

Approval of the treatment plan must be obtained from Manulife Financial prior to commencement of treatment (except for emergency treatment required to alleviate pain). After reviewing the treatment plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure, which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility.

6. PROSTHETIC APPLIANCES: Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists) and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Custom-made orthopedic boots or shoes, adjustments to stock item footwear and custom molded foot orthoses (orthotics) are subject to a combined maximum of \$500 per person per calendar year for adults. For dependent children, two (2) pairs per calendar year (no dollar limitation for dependent children only). Surgical stockings with a compression factor greater than or equal to 25mmHG to a maximum of \$400 per calendar year.

The purchase of a cystostat kit will be considered an eligible expense when the attending physician, outlining the diagnosis and recommended course of treatment, completes a pre-authorization. The patient will be re-evaluated after the eighth treatment and additional pre-authorization must be obtained if further treatment is required. This benefit is limited to one course of treatment.

7. HEARING AIDS: Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations or tests.

8. VISION: Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges for eye examinations or to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for the cost of industrial safety glasses, or expenses covered by the Workers' Compensation Board or any government plan.

9. DURABLE MEDICAL EQUIPMENT: Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed and hospital bed repairs, crutches, cane, walker, oxygen set, apnea monitor, aero chambers, compressors, nebulizers, CPAP machines (employee only), respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs. The following diabetic equipment will also be covered: pen injectors, kidney

checking devices, bloodletting devices, insulin infusion set and blood glucose monitoring machine.

10. MEDICAL SERVICES AND SUPPLIES: Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.

11. AMBULANCE: Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).

12. PARAMEDICAL SERVICES: Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- (a) Clinical Psychologist;
- (b) Registered Massage Therapist - when the patient's attending physician authorizes in writing that such treatment is necessary;
- (c) Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
- (d) Chiropractor - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

13. EMERGENCY TREATMENT - OUT OF PROVINCE: Payment will be made for the following reasonable and customary charges incurred for emergency treatment while traveling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:

- (i) room and board in a licensed hospital up to ward level
- (ii) hospital services and supplies
- (iii) diagnosis and treatment by a physician or surgeon.

14. PRIVATE HOSPITAL: If you are hospitalized in a contracted private hospital, payment will be made for room and board charges in excess of those payable by your provincial health plan.

LIMITATIONS

Extended Health Benefits are not payable for:

- (i) Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other source.
- (ii) Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined

to a nursing home or home for the aged and receives Ontario government assistance.

- (iii) Dental care (except as outlined under "Benefits").
- (iv) Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- (v) Charges for hospital accommodation.

15. PROSTATIC SPECIFIC ANTIGEN TEST.: The city is to pay for a PSA test for all members and spouses of members once every twenty-four (24) consecutive months.

DENTAL BENEFITS

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

BASIC SERVICES

Examinations - includes complete and recall oral examinations every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12.

Consultations - with patient or with an Employee of the profession

Radiographs - includes complete series intra oral films once every 24 months, panoramic films, and bitewing films every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services - space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of time every six (6) months for persons up to and including age 12 and one unit of time every 9 months for persons over age 12). The following benefits are provided every six (6) months for persons up to and including age 12 and once every 9 months for

persons over age 12: preventive recall packages, oral hygiene instruction and reinstruction

Fillings

Extractions - includes root extractions

Anesthesia

Endodontic Services - includes root canal therapy, surgical and emergency services

Periodontic Services - includes periodontal surgery, root planning and occlusal equilibration

Denture Repairs, Adjustments, Relining/Rebasing

Surgical Services - includes surgical incision/ excision and frenectomy

In-office and Commercial Laboratory Charges - when applicable to the covered Benefits

MAJOR SERVICES

Complete and/or Partial Dentures - (once every 4 years)

Restorative Services - includes post/core, crowns, inlays/ onlays

Fixed Prosthodontic Services - (once every 5 years) - includes bridgework

In-office and Commercial Laboratory Charges - when applicable to the covered benefits.

ORTHODONTIC SERVICES (for dependent children to age 18)

Orthodontic Services - includes observation, adjustments, orthodontic appliances and major orthodontic treatment

In-office and Commercial Laboratory Charges - when applicable to the covered benefits.

Orthodontic Treatment

Prior to the commencement of orthodontic treatment, your dentist must prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan must be forwarded to Manulife Financial for review to establish the extent of the payable benefit.

PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION - Crowns, Bridgework, Dentures

Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you should obtain from your dentist and submit to Manulife Financial a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Manulife Financial prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure, which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility. If you do not submit a treatment plan, Manulife Financial reserves the right to pay benefits based on the less expensive procedure, which will provide satisfactory results.

Benefits are not payable for:

- (i) Services or supplies not listed under Benefits.
- (ii) Services or supplies for cosmetic purposes.
- (iii) Charges for procedures or appliances connected with implants.
- (iv) Services or supplies related to Temporomandibular Joint problems.
- (v) Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- (vi) Charges incurred as a result of self-inflicted injury.
- (vii) Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

- (viii) Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- (ix) Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- (x) Services or supplies covered by any government plan.
- (xi) Services completed after termination of coverage.

APPENDIX "D" – JOB EVALUATION MAINTENANCE PLAN FOR ATU LOCAL 107

PURPOSE:

To outline maintenance procedures for the Joint Job Evaluation Plan.

POLICY:

The Joint Job Evaluation Plan shall be maintained in accordance with the procedures listed below.

PROCEDURES:

(1) JOINT JOB EVALUATION COMMITTEE STRUCTURE (JJEC)

- (a) The J.J.E.C. will be used for appeals (see section 7) and shall consist of six (6) members – three (3) employer representatives and three (3) A.T.U. Local 107 representatives.
- (b) It is the responsibility of the Compensation Specialist, Human Resources, along with the Director of Transit, to call and coordinate J.J.E.C. meetings as dictated by the necessity of jobs to be evaluated based on a submitted appeal.

(2) TRAINING FOR NEW J.J.E.C. MEMBERS

In the event that a member of the J.J.E.C. is to be replaced, it is agreed that,

- (a) the new trainee to the J.J.E.C. will be nominated by the sector that member represents (i.e., Employer representatives replace Employer representatives and Union representatives replace Union representatives).
- (b) the new trainee to the J.J.E.C. will familiarize themselves with the documentation provided by the J.J.E.C. (i.e., Pay Equity Legislation, , Rating Manual).
- (c) the new trainee to the J.J.E.C. will be trained by the Compensation Specialist in Human Resources and shall conduct practice ratings before actually becoming a Committee member.

(3) Design / Maintenance of Job Descriptions

- (a) It is agreed that the Employer shall exclusively design, assign duties and responsibilities for all jobs and shall prepare all descriptions.

- (b) It is the responsibility of both the employer and the incumbent(s) to ensure that job descriptions are current, accurate and reflective of the duties the employee is required perform.
- (c) Where organizational restructuring or individual job restructuring appear to have impacted the job description or the job rating, a rating review should be initiated. (Refer to Section 6 of these procedures).
- (d) The agreed upon job descriptions and job ratings which are in effect (from the effective date that the Job Evaluation Program is implemented) and any that may subsequently be agreed upon shall continue in effect unless,
 - (i) the job content is changed; or
 - (ii) the job rating is changed as a result of a rating review or appeal; or
 - (iii) the job is terminated.

(4) RATING EXISTING JOBS

When significant change or accumulation of changes in the content of any job occur,

- (a) the job description and related documents (Request for Review/Incumbent Supervisor Meeting Summary Sheet Form, and the ATU 107 Job Analysis Questionnaire) shall be completed accordingly and submitted to the Supervisor and Manager of the section, and up to the Director level for review. Upon completion of the review, the documents will be sent to the Compensation section of Human Resources, or designate.
- (b) the job shall be referred to the Compensation Specialist for a job evaluation review and rating.

(5) Rating New Jobs- Permanent and Temporary Positions

Whenever the Transit Division decides to establish a new job, the following procedure shall apply,

- (a) The Employer shall prepare a job description and Job Analysis Questionnaire for the new job. The description and Job Analysis Questionnaire will be completed and forwarded to the Compensation Section, of Human Resources for a job evaluation review and rating..

- (b) The department and union will be informed of wage grade derived from the rating result.

(6) BASES FOR JOB RATING REVIEW

6.1 Bases for a rating review are,

- (a) significant changes to existing job duties, responsibilities and requirements which may affect the job's rating.
- (b) the establishment of a new and unique permanent job.
- (c) the establishment of a new and unique temporary job.

6.2 Initiating a Request for a Rating Review:

- (a) A request for a rating review may only be submitted if the job description does not reflect the current duties and responsibilities of the job in question.
- (b) A rating review may be initiated by an incumbent or the employer and shall be in writing, on the forms provided for such request (Request for Review/Incumbent Supervisor Meeting Summary Sheet Form, and the ATU 107 Job Analysis Questionnaire), giving substantiating data for the review.
- (c) The request shall be forwarded, through proper supervisory channels, to the Director of the Division for review and comment and then to the Compensation Section of Human Resources, who will conduct a job evaluation review and rating.

(7) APPEALS

- 7.1 An appeal can only take place after a rating review. The incumbent(s) or the employer may initiate an appeal. The appeal shall be in writing, on a form provided for such request, with substantiating reasons for the appeal.
- 7.2 An appeal must be initiated within thirty (30) days of the date the incumbent is notified, in writing, of the results of the rating review.
- 7.3 For jobs that are appealed, the pay rate will remain unchanged until the appeal is resolved.

- 7.4 The Compensation section of Human Resources will call in the J.J.E.C. to conduct a job evaluation appeal review and provide a rating. The decision will be final and binding.

(8) SALARY ADMINISTRATIVE

- (a) Ratings and any resulting salary adjustments apply from the date job questionnaire is signed off by the Director of Transit, or designate, following completion of and submission of a Job Evaluation Questionnaire by the Employee or group of Employees.

APPENDIX "E" – JOB POSTINGS

JOB TITLE:

- Title of the position

LOCATION:

- Where position is located

REFERENCE NO.:

- Call number

DEPARTMENT MARKETING STATEMENT/DEPARTMENT INFORMATION including:

- Department
- Division
- Location

TITLE OF POSITION including:

- Bargaining Unit
- Definition of Vacancy (permanent or temporary, full time or part-time)

SUMMARY OF DUTIES including:

- Reporting Relationship
- Program
- Overview of Duties

GENERAL DUTIES including:

- Detailed outline of duties performed

QUALIFICATIONS including:

- Experience required
- Education required
- Abilities required
- Knowledge required
- Skills required
- Level of above qualifications required
- Licenses or credentials required

SALARY including:

- Salary grade
- Pay levels in grade

HOURS OF WORK including:

- Hours of work for the position

NOTE including:

- Reason for temporary vacancy
- Statement re compliance with Health & Safety Policies and Practices
- Employees must have the ability to perform the duties of the position
- Any relevant information not included above

STAFFING SPECIALIST

- Name of staffing consultant

DATE WHEN APPLICATIONS MUST BE SUBMITTED

- Last date that applications will be accepted

APPENDIX "F" – EXTRA HOURS OF WORK INFORMATION SHEET

The logo for the Ministry of Labour is located at the top left of the page. It consists of a yellow shield-like shape with the words "Ministry of Labour" in green text. To the right of the shield is a solid green rectangular bar.

Ministry
of Labour

Information for Employees About Hours of Work and Overtime Pay

Disclaimer: This resource has been prepared to help employees and employers understand some of the minimum rights and obligations established under the Employment Standards Act, 2000 (ESA) and regulations. It is not legal advice. It is not intended to replace the ESA or regulations and reference should always be made to the official version of the legislation. Although we endeavor to ensure that the information in this resource is as current and accurate as possible, errors do occasionally occur. The ESA provides minimum standards only. Some employees may have greater rights under an employment contract, collective agreement, the common law or other legislation. Employers and employees may wish to obtain legal advice.

These are the general rules in Ontario about hours of work and overtime pay. There are exceptions and special rules for some employees under the [Employment Standards Act, 2000](#) (ESA). To see if your occupation or the industry you work in is subject to special rules or exemptions see the Guide to Employment Standards Special Rules and Exemptions available at Ontario.ca/ESAtools.

Your employer cannot intimidate you, fire you, suspend you, reduce your pay, punish you in any other way or threaten any of these actions for exercising your ESA rights.

Hours of work

The maximum daily and weekly limits on hours of work are:

- 8 hours a day (or the number of hours in your regular work day, if it is more than 8),
- 48 hours a week.

Rest periods and eating periods

Your employer must give you at least:

- 11 consecutive hours off work each day (a "day" is a 24-hour period – it does not have to be a calendar day);
- 8 hours off work between shifts (unless total time worked on the shifts is 13 hours or less, or you and your employer have otherwise agreed in writing, including electronically); and

- 24 consecutive hours off work each work week (or 48 consecutive hours off every two work weeks).
- a 30-minute eating period after no more than five hours of work. You can agree with your employer to split this eating period into two shorter breaks.

Overtime payment

For every hour you work over 44 hours a week, your employer must pay you at least 1½ times your regular rate of pay ("time and a half"). You can also have a written agreement with your employer to get paid time off for any overtime hours you work. If you have such an agreement, the employer would have to provide you with one and one-half hours of paid time off for each hour of overtime that you work.

Excess hours of work and overtime averaging

You do not have to but if you *choose* to, you can agree with your employer to:

- work more than 8 hours a day (or the number of hours in your regular work day, if it is more than 8),
- work more than 48 hours a week, and / or
- average the hours you work over periods of two, three or four weeks when calculating overtime pay.

You cannot work more than the number of hours shown in your written agreement. Also, your hours of work cannot be averaged over a period that is greater than four weeks when calculating your overtime pay – four weeks is the maximum.

You can cancel an agreement to work excess daily or weekly hours by giving your employer two weeks' written notice. Your employer can also cancel an agreement by giving you reasonable notice.

Overtime averaging agreements for employees not represented by a union must have a start date and an expiry date. The agreement can be no longer than two years from the start date and cannot be cancelled unless both you and your employer agree.

Generally, if you are represented by a union, your union would make agreements with your employer on your behalf.

For more information or to file a claim

If you have questions about the ESA call the Ministry of Labour's Employment Standards Information Centre at 416-326-7160, toll free at 1-800-531-5551, or TTY 1-866-567-8893. Information is available in multiple languages.

More information on hours of work and overtime pay can be found in *Your Guide to the Employment Standards Act, 2000* available at Ontario.ca/ESAguide. You may also wish to try the Hours of Work and Overtime Tool available at Ontario.ca/ESAtools. To file a claim, you can access the Employment Standards Claim Form online at Ontario.ca/ESAforms.

IN WITNESS WHEREOF the parties hereto have on theory of
November 6, 2020 affixed their respective seals attested by the hands of their
respective proper officers in that behalf duly authorized.

FOR: THE CITY OF HAMILTON

FOR: THE AMALGAMATED
TRANSIT UNION, LOCAL 107

Gord Muise

Eric Tuck

Andre Gulabsingh

Paul Doucette

Debbie Dalle Vedove

Robin West

Jason VanderHeide

John Costa

Mark William

Joe Gurr

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