

**COLLECTIVE AGREEMENT**

Between:

**TRANSDEV SERVICES  
(CANADA) INC.**

- and -

**AMALGAMATED TRANSIT UNION, LOCAL 113**

**Table of Contents**

ARTICLE 1 - RECOGNITION ..... 1

ARTICLE 2 - MEMBERSHIP IN THE UNION ..... 1

ARTICLE 3 CHECK OFF OF UNION DUES ..... 2

ARTICLE 4 – UNION MEETINGS ..... 3

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS ..... 3

ARTICLE 6 – VALID DRIVERS LICENSES..... 5

ARTICLE 7 – MEDICAL EXAMINATION/SICK LEAVE ..... 5

ARTICLE 8 – STRIKES AND LOCKOUTS ..... 7

ARTICLE 9 – UNION REPRESENTATION ..... 7

ARTICLE 10 – GRIEVANCE PROCEDURE..... 8

ARTICLE 11 – ARBITRATION..... 12

ARTICLE 12 –SENIORITY..... 14

ARTICLE 13 – HOURS OF WORK, CREW SIGN-UPS, ASSIGNMENTS OF WORK AND OVERTIME  
FOR DRIVERS..... 18

ARTICLE 14 – STAFF REDUCTION..... 26

ARTICLE 15 – APPROVED LEAVES OF ABSENCE ..... 27

ARTICLE 16 ..... 28

ARTICLE 17 – WAGE RATES..... 29

ARTICLE 18 – PAID HOLIDAYS ..... 30

ARTICLE 19 – VACATIONS ..... 31

ARTICLE 20 – UNIFORMS AND APPEARANCE FOR DRIVERS..... 34

ARTICLE 21 – HEALTH AND SAFETY .....	36
ARTICLE 22 – REPORTING OF ACCIDENTS.....	37
ARTICLE 23 – UNSAFE CONDITIONS OR PRACTICES .....	38
ARTICLE 24 – HEALTH INSURANCE .....	38
ARTICLE 25 - RRSP PENSION PLAN .....	38
ARTICLE 26 - DRIVERS ROOM .....	38
ARTICLE 27 - WASHROOM FACILITIES .....	39
ARTICLE 28 - GENERAL.....	39
ARTICLE 29 - DURATION .....	40
MAINTENANCE APPENDIX.....	42
LETTER OF UNDERSTANDING .....	48
APPENDIX I SUMMARY OF THE PLAN DESIGN FOR TRANSDEV SERVICES (CANADA) INC. – ATU LOCAL 113.....	49

**PREAMBLE AND PURPOSE:**

The Employer and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Employer and its' employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

**ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Transdev Services (Canada), Inc. who are employed in respect of public transit under contract with the Regional Municipality of York, save and except office and sales staff, inspectors, supervisors, persons above the rank of supervisor.

**Clarity Note:**

As a matter of clarity, dispatchers and training instructors are excluded. The parties agree that dispatchers and training instructors will not ordinarily perform the work of the bargaining unit.

**ARTICLE 2 - MEMBERSHIP IN THE UNION**

- 2.01 Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be denied for reasons of race, national origin, colour, religion or gender.
- 2.02 New employees engaged to fill positions within the scope of this Agreement will be informed by the Employer that the Union is the exclusive bargaining agent and introduced to a steward. The Employer further agrees to supply the Union with the names and addresses of

each new employee engaged during the term of this Agreement, within ten (10) days of engagement.

2.03 All employees within the scope of this Agreement, must become and remain members of the Union not later than the completion of their probationary period as a condition of their continued employment with the Company.

### **ARTICLE 3 CHECK OFF OF UNION DUES**

3.01 (a) The Employer shall deduct in each pay period from the wages of employees who are in the bargaining unit, such dues as may be adopted and designated by the Union.

(b) Deductions of Union dues shall commence effective member's first day in revenue service.

(c) Initiation Fees shall be deducted as per bylaws of ATU Local 113. The initiation fees will be deducted in 10 equal installments of \$50 after 60 days from the member's date of hire.

3.02 The Union shall notify the Employer in writing of the amount of such dues and initiation fees. The Union shall notify the Employer in writing of any changes in these amounts at least thirty (30) days prior to the intended change.

3.03 The Employer shall remit such deductions on behalf of the Union to such financial institution as set out by the Union in writing and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days following the month in which the deductions were made.

3.04 Only payroll deductions now or hereafter required by law, or deductions for group insurance, shall be made from wages prior to the deduction of Union dues.

3.05 The amount of Union dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be provided by the Employer to the Union executive not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made.

3.06 The Union shall indemnify and save harmless the Employer, and/or its' agents from any losses, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.

#### **ARTICLE 4 – UNION MEETINGS**

4.01 **The** Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is further understood that no meetings of the Union or its members will be held on the premises of the Employer at any time without prior approval of the Employer.

#### **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

5.01 Except as otherwise provided in this Agreement, the management, supervision and control of the Employer's operations and the direction of the working force remains an exclusive Management function. This right of Management shall, without limiting the generality of the foregoing, include the right to plan, schedule and direct and control operations; to study or introduce new or improved methods equipment of facilities; to maintain or establish new or improved rules and regulations covering the operation of the system; to hire, rehire, promote, demote, assign and lay off and transfer employees; and to discharge, suspend or otherwise discipline employees for just cause, provided that employees who have not completed their probationary period may be dismissed by the Employer for any reason satisfactory to the Employer, and the right of the probationary employee to grieve or otherwise challenge such dismissal shall be only as hereinafter provided.

5.02 The Employer shall have the right to summarily discharge an employee upon proof of any of the following grounds:

- (i) theft while on duty;
- (ii) being under the influence or in possession of liquor or illegal drugs while on duty;
- (iii) deliberate tampering, sabotage or destruction of Employer property;
- (iv) deliberately providing false information or false documents or falsifying Employer records;
- (v) direct or deliberate refusal to follow on-road direction from a supervisor;
- (vi) the use of cellular phones and other personal communication devices while operating a vehicle where prohibited by law.

5.03 At the time discipline is imposed, a steward will be provided.

5.04 The Employer agrees that it will not exercise its functions in Article 5 – Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.

5.05 An employee who has not completed his/her probationary period may be discharged without cause and at the sole discretion of the Employer.

5.06 Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

5.07 Labour Management Meeting

- (a) The Parties agree to the establishment of a Joint Union Management Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects arising out of this Collective Agreement. The Committee shall consist of the manager and shop steward

from each of the operations and maintenance departments. The General Manager and a Union Board Member at Large, or their designates, may also attend as desired.

(b) The Committee shall meet monthly, or at such intervals as agreed.

(c) All agreements of this Committee shall be set out in writing.

#### **ARTICLE 6 – VALID DRIVERS LICENSES**

6.01 It will be the responsibility of each employee to secure and maintain the licenses/certificates necessary for their positions with any appropriate and required government endorsements to those licenses/certificates.

If for any reason the aforesaid licence/certificate, classification or endorsement is cancelled, suspended or otherwise revoked, the employee may be dismissed, subject to the employee's right to grieve.

6.02 The Employer will obtain drivers abstracts from the Ministry of Transportation, Ontario, at regular intervals and should the Employer find a less than satisfactory condition prevailing on the employee's driving record that employee will be required to attend a hearing to determine the employee's fitness to remain on the driving staff of the Employer. The Union will have a representative at such a hearing.

#### **ARTICLE 7 – MEDICAL EXAMINATION/SICK LEAVE**

7.01 In the event an employee is absent from work due to illness or accident, said employee shall be required to promptly report said absence, keep the Employer informed of his/her progress and provide appropriate medical reports from a qualified doctor as reasonably requested by the Employer from time to time.

7.02 Any employee who is returning to work after illness or accident, will advise the dispatch office as far in advance as possible, but no later than 1400 hours (2:00 P.M.) on the day prior to



returning to service. When reasonably requested by the Employer, the employee will present to the dispatcher on duty a medical certificate of fitness to perform service, prior to being placed back into service. Failure to present this **certificate from a licensed physician will** prohibit the employee from returning to work and the employee will be suspended without pay until the certificate is received. If an employee is off work due to:

- (a) medical reasons for more than seven (7) days;
- (b) as a result of an accident, on or off the job;

the employee will be required to provide a medical certificate from a licensed physician indicating the employee's fitness to return to work. Failure to report such an incident or accident to the Employer or produce the required certificate will result in a suspension, without pay, until the appropriate certificate of medical fitness is provided.

7.03 In the event the Employer reasonably desires a second medical opinion, the employee shall not return to work but shall attend forthwith at the Employer's doctor for a medical examination at the expense of the Employer.

7.04 If in the reasonable opinion of the Employer an employee requires a medical fitness examination (including eye testing) that employee will attend such an examination at the expense of the Employer at the earliest opportunity and may be suspended from duty until the examination is concluded and the employee is certified fit to perform his/her regular work. A certificate from the attending medical professional will be delivered to the Employer by the employee in all such cases. The employee will be compensated for lost crew time if the employee is found to be fit.

7.05 Effective January 1, 2020, employees with one (1) year of continuous service shall be entitled to the allotted five (5) sick days per contract year at six hours pay if the employee is unable to work the full day.

## **ARTICLE 8 – STRIKES AND LOCKOUTS**

- 8.01 (a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of complaints, the Union agrees that during the life of this Agreement it will not call, authorize, encourage or support a strike, slowdown or stoppage of work.
- (b) The Employer agrees that there will be no lockout of employees during the life of this Agreement.

## **ARTICLE 9 – UNION REPRESENTATION**

- 9.01 The Union shall notify the Employer of the names of its representatives as follows: officers, bargaining committee members, health and safety representatives and a maximum of two (2) local representatives.
- 9.02 (a) The Union acknowledges that the representative has regular duties to perform on behalf of the Employer, therefore, the representative shall normally conduct his/her activities outside regular working hours.
- (a) In a situation which requires a representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Representative shall return to his/her regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable.
- 9.03 Employees and Union representatives who attend grievance meetings shall not lose pay for their regularly scheduled hours.

- 9.04 The Employer recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.
- 9.05 The Employer shall allow reasonable access to the Employer's premises by a staff representative of the Union for the purpose of consulting with the local representative of the Union with regard to Union matters, or the Employer. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the local representative shall be in a place designated by the Employer and time taken shall be kept to a minimum.
- 9.06 Union Representation Subject to 9.07, employees shall be entitled to Union representation at meetings where discipline is to be imposed or at any investigatory meeting that may result in discipline. If such a request is made, and a Union Representative is not immediately available, the meeting between the Employee and the Employer will be delayed for a reasonable period of time until the Union Representative becomes available in which case the Employee may be held out of service without pay.
- 9.07 The parties recognize the need for expediency in the event of accident investigations. Employees who request union representation at the scene of an accident or during the completion of accident reports shall receive such representation by telephone. Continued investigations into such an accident shall be conducted pursuant to Article 9.06.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at anytime, without recourse to the grievance procedure herein.

10.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he/she has been unjustly laid off or has not been recalled from layoff or has been discharged without cause.

10.03 It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) calendar days after the circumstances giving rise to the complaint first occurred or have come or ought reasonably to have come to the attention of the employee. The supervisor shall communicate his/her reply to the complaint within seven (7) calendar days from the date the grievance was presented to him/her.

In such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a grievance in the following manner and sequence:

**Step 1**

Within seven (7) calendar days following the decision of the immediate supervisor, the employee with the assistance of his representative, if he desires, may present a signed, dated, written statement of such grievance to the Operations Manager or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Operations Manager or designate shall deliver his decision within seven (7) calendar days following the day on which the grievance has presented to him. Failing settlement, then:

**Step 2**

Within seven (7) calendar days following the decision under Step 1, the employee with the assistance of his/her representative, may present the written grievance to the Company

President or designate. The Company President or designate shall hold a meeting within fifteen (15) calendar days with the grievor, and the Union representative to discuss the grievance. Either party may request the assistance of a staff representative of the Union to attend at said meeting. The Company President or designate shall deliver their decision in writing within fifteen (15) calendar days following the day on which the meeting was held.

10.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the normal duties assigned to him/her by management (unless he/she has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

10.05

- (a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 2 of the Grievance Procedure.
- (b) The Employer shall have the right to file a policy grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by Senior Management within ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. A meeting shall be held between representatives of the Employer and the Union within fifteen (15) calendar days of filing of the grievance. The

grievance shall be answered in writing by the Union within fifteen (15) calendar days of such meeting.

- 10.06 It is recognized that probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Employer, acceptable for employment. It is therefore recognized and agreed that probationary employees may be released or dismissed at the absolute and sole discretion of the Employer during the probationary period and that such release or dismissal shall be deemed to be for just cause. Any probationary employee who is released, dismissed, laid off or not recalled from layoff shall not be entitled to file a grievance.
- 10.07 An employee, other than a probationary employee, claiming that he/she has been laid off, not recalled or discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure within five (5) calendar days after the event occurred or ought reasonably to have come to the attention of the employee.
- 10.08 All time limits in this Article shall be deemed to be mandatory. If, at any step in the grievance procedure up to and including submission to Arbitration in paragraph 10.11, the grievance has not been processed by the grieving party in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned or withdrawn. If at any step of the grievance procedure, the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the griever within the time limits as prescribed. Subject to these mandatory stipulations, time limits may only be extended by mutual agreement of the parties in writing. An Arbitrator does not have jurisdiction to extend these mandatory time limits.
- 10.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

- 10.10 Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 10.11 If final settlement of the grievance is not reached under paragraphs 10.03 and 10.05 then the grievance may be referred in writing by either party to arbitration as provided in Article 11 – Arbitration, at any time within thirty-five (35) calendar days after the final decision. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.
- 10.12 Time spent during their normal working hours by Union representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 2 of the Grievance Procedure.
- 10.13 No individual management representative may answer more than one stage of an individual grievance.

#### **ARTICLE 11 – ARBITRATION**

- 11.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 10 – Grievance Procedure, paragraphs 10.02 and 10.05, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 10 and which has not been settled, abandoned or withdrawn, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto.
- 11.02 (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3<sup>rd</sup>) person to act as Chairman chosen by the other two members of the Board.

- (b) Within fourteen (14) days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairman respectively.
- (c) If the two (2) parties fail to agree upon a chair or single Arbitrator within the specified period of time, either party may apply for the appointment of an Arbitrator under the terms of the *Labour Relations Act*.

11.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

11.04 The decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board.

11.05 (a) The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

(b) The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a lay off, failure to recall from lay off, discipline or discharge grievance put forth by or on behalf of a probationary employee.

11.06 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 10.03 and 10.05. An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustment will be reduced by any employment income received by the grievor for the period applicable.



11.07 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairman of the Board of Arbitration.

11.08 Time limits fixed in this Article may only be extended by mutual agreement in writing between the Union and the Employer.

**ARTICLE 12 –SENIORITY**

12.01

- (a) Subject to the following, seniority is based upon the length of continuous employment within the bargaining unit with the Employer since the last date of hire.
- (b) Ties are broken by date of application to the Employer, then, if necessary, interview date.

12.02 There will be separate seniority lists for each department:

- (a) conventional/community drivers;
- (b) mobility drivers;
- (c) maintenance staff.

12.03 Full-time employees who have completed their probationary period will have priority to apply for job openings in another department ahead of new hires, temporary employees or part-time employees.

12.04 Departmental seniority will not be carried from one department to another, but accumulated seniority in each department will be maintained.

12.05

- (a) Seniority lists of all employees covered by this Agreement will be maintained by the Employer and revised in the months of January and July each year. Two (2) copies of this list will be provided to the Union and one (1) copy will be posted in a conspicuous place for all employees to see. The Employer agrees to post the list more often if there are frequent changes.
- (b) On presentation by a representative of the Union of proof of error in an employee's listed starting date, the correction will be made and a new seniority list prepared and posted with a copy to the Union. If a challenge is not made, the list will be deemed to be correct.

12.06 An employee shall be considered on probation for a total of one hundred twenty (120) calendar days since the last date of hire. During this period the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer.

The discharge of said probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

On successful completion of the probationary period, an employee shall be placed on regular staff and his name shall be placed on the seniority list in accordance with Article 12.01.

12.07 An employee's seniority shall be forfeited, and his/her employment shall be deemed to be terminated and there shall be no obligation to re-hire under the following conditions:

- (a) he/she voluntarily resigns or quits;
- (b) he/she retires;
- (c) he/she is discharged and not reinstated through the hearing procedure;

- (d) he/she is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;
- (e) he/she is absent from work for three (3) consecutive scheduled working days without notifying the Employer or without a satisfactory reason.
- (f) he/she fails to return to work when recalled in accordance with Article 14, paragraph 14.04;
- (g) he/she uses a leave of absence for a purpose other than that for which it was granted without a satisfactory reason;
- (h) he/she fails to return to work at the expiration of a leave of absence, without a satisfactory reason;
- (i) he/she fails to attend at medical examinations or provide the appropriate medical documentation as required under the Collective Agreement;
- (j) Subject to the Human Rights Code, he/she is absent from work due to accident or illness for eighteen (18) months, or becomes permanently disabled.

12.08

- (a) In the event an employee covered by this Agreement is promoted to a position outside the bargaining unit and then is returned to a position within the bargaining unit by the Employer, within six (6) months, the employee shall retain and accumulate seniority provided the employee elects to maintain the payment of Union dues.
- (b) In the event an employee is returned to a position within the bargaining unit by the Employer after working in a non-bargaining unit position for more than six (6) months, the employee will assume the most junior position at the bottom of the full-time seniority list.

- (c) It is understood that, with the exception of the employees appointed as trainers or instructors, an employee may reacquire seniority under (a) or (b) above on one occasion only.

**ARTICLE 13 – HOURS OF WORK, CREW SIGN-UPS, ASSIGNMENTS OF WORK AND OVERTIME  
FOR DRIVERS**

- 13.01 It is understood that the mobility/community drivers and the conventional drivers are two separate groups for all purposes under this Article. For example, there will be separate crew sign ups, extra boards, volunteer lists, etc.
- 13.02 A driver will be paid from the time the employee is first required to report for duty until the employee is released from duty. However, if the driver is scheduled to receive more than two hours off between work assignments at a base facility, those hours are unpaid. If the driver is scheduled to receive two or less hours off work between work assignments at a base facility, one hour shall be an unpaid lunch break and the driver shall be paid for the remaining time off. If the driver is scheduled to receive any time off between work assignments away from a base facility, the driver shall be paid for all time off.
- 13.03
- (a) Break locations will be mutually agreed upon between the Employer and the Union and will take into account the operational needs of the business.
  - (b) For all shifts with a total value in excess of 5 hours, there will either be a break (paid or unpaid) or:
    - (i) a premium of \$8.00 if the shift is between 5 and 10 hours; or
    - (ii) a premium of \$16.00 if the shift is more than 10 hours.
- 13.04 Drivers will be given a minimum of eight (8) hours off between the end of one day's work and the start of the next day's work.
- 13.05 The Employer will post the crews for sign up every twelve (12) weeks where practical and preferably at the start of a new pay period. Postings will include a general description of

duties, hours to be paid, rest days assigned, the crew number, vacation board and extra board. All open weeks of work created by an operator being on vacation will be posted and signed as part of the board period sign-up process. In the event there is an adjustment of service or crew values the Employer may post a new crew sign-up prior to the completion of the twelve (12) week period. A copy of the sign-up sheets and crews will be made available to the representative of the Union on or before the posting of the sign-up. One steward will be paid for conducting the three day sign up; the cost split 50/50 between the Union and the Employer. Crews must be posted a minimum of five (5) days before it commences.

- 13.06 Overtime shall be paid at one and one half for time worked in excess of 12.5 hour spread.
- 13.07 The Employer agrees to guarantee a minimum of seventy-eight (78) hours at straight time rate in each pay period of fourteen (14) calendar days for all full time transit operators, provided the driver attends at work as scheduled unless the driver chooses vacation board assignments which total less than seventy-eight (78) hours. No operator shall be assigned fewer than thirty-five (35) hours in a given week.
- 13.08 (a) Each full time conventional driver shall be assigned two (2) consecutive rest days per week with the exception of board changes, extra board hold downs and vacation coverage.
- (b) Each full-time mobility/community driver shall be assigned two (2) consecutive rest days per week where possible.
- 13.09 Under no circumstances will a driver be allowed to change or alter his/her crew selection once it has been signed.
- 13.10 The parties agree that due to the possibility of adjusting the level of service up or down on short notice, crews changed between crew sign-ups, which affect the hours of crews, will not constitute the necessity of a new sign-up and employees will continue to perform work on their crews until the next regular sign-up. The Employer will consult with the Union regarding

changes and employees will not suffer a loss of pay as a result of the changes. If drivers receive less than 48 hours notice that the scheduled finish time will be extended, the driver will be paid at time and one half for work performed past the scheduled finish time.

- 13.11 The parties agree to cooperate in the development of new crews and to schedule crews maximizing full time crews where possible.
- 13.12 Drivers called in and cancelled, will be paid a minimum of three (3) hours' pay.
- 13.13 All overtime shall be worked in accordance with the Collective Agreement. Due to the scheduling of the transit routes by the contractor, there is an irregular distribution of hours of work such that regularly scheduled hours of work vary in number from time to time. For the purpose of this Agreement the parties agree to average the hours of work over two (2) consecutive weeks. The Employer may schedule work in excess of eight (8) hours per day provided that overtime at the rate of one and one-half (1-1/2) times the regular rate shall only be paid after eighty-eight (88) hours worked over the two (2) week period. It is understood that any driver who has not worked his regular scheduled workdays during the two (2) week period shall not receive the overtime rate for working his off days for any hours not in excess of eighty-eight (88) hours. The eighty-eight (88) hour threshold to qualify for overtime shall be reduced to reflect scheduled hours on paid holidays, paid bereavement leave and paid vacation leave.
- 13.14 Drivers will not be required to suspend work during regular hours to absorb overtime.

**Extra Board Drivers Regulations**

- (a) As of 14:00 hours each day, a list of known open work for the following day will be compiled. Runs may be broken up or combined with other non-conflicting open work, be grouped together or combined with runs within applicable spread limits. Reasonable run adjustments may also be implemented to facilitate driver training courses or other special circumstances.

- (b) The work assignments will be listed in the following order for extra board work assignments:
    - (i) All work including reports may be assigned or not assigned to extra board drivers at the Employer's discretion. Such work if assigned will be allocated by earliest finish.
  - (c) The finalized lists of open work assignments will be used to assign work to the extra board drivers according to their allocated extra board pick number. Extra board positions will be numbered in sequence beginning with number one (1) and will have off days assigned at the time of the crew pick. While no extra board driver will be assigned duties, which would knowingly result in less than eight (8) hours of overnight rest, no driver will be "bypassed" if the finishing time for the current day's duties is unknown. If two or more assignments have the same finishing time, they will be assigned by order of least amount of spread.
  - (d) Any remaining open work assignments will next be allotted to drivers who had declared their availability for volunteer duties as detailed in the "Volunteer Extra Work Selection Regulations".
  - (e) If there is no work available for all extra board drivers when the slip is prepared for the following day, they may be placed on report and will be subject to Report person regulations.
- Note:** When assigning an extra board driver to a report position, the spread time limits will be calculated to determine the latest possible finish time.
- (f) The completed Slip for the next day of operation will be available by 17:00 hours, except when this is beyond the reasonable control of the Employer.
  - (g) Once the Slip has been posted, no changes to work assignments will be permitted, except in the event of an emergency



- (h) Extra board drivers who have been misdetailed to a run which is already filled will be allowed the value of the run and will be held on report or reassigned an open piece of work with an earlier or the same finish time.
- (i) New Drivers that receive their badge after a board period has started will be assigned open work after the extra board drivers have been assigned and prior to volunteers. They will be assigned two consecutive off-days according to operational requirements and keep same for the balance of the board period. Work assignments will be allotted according to their seniority.
- (j) Any operator that has been off due to illness or injury and did not select work for the board period will be assigned his or her work ahead of the extra board drivers by type of work, either a.m. straight, a.m. split, or p.m., they had last signed in previous board periods when possible. Off days will be assigned to accommodate operational requirements. Any operator that has been off due to illness or injury must remain on the sign-up roster for two (2) consecutive board periods.

### **Report Person Regulations**

- (a) There will be no pre-detailing of Report persons. Report persons will report at their assigned time and will be detailed open work in order of start time. After 17:00 p.m. open work will be assigned to the Report person that can complete the work with the least spread.
- (b) No driver will be retained on report longer than five (5) hours at which time he/she will be detailed or released. Drivers already on a detail which operates beyond the five (5) hour limit will be detailed or released on returning to the garage. A report person must return and report to the garage within the established travel time after completion of the detail.

### **Volunteer Extra Work Regulations**

- (a) Open work assignments that have been selected for assignment will be assigned to drivers who had declared their availability for overtime duties.
- (b) Drivers will not be assigned voluntary duties which would:
  - conflict with their normal work assignments;
  - knowingly result in more than twelve (12) hours of on-duty time following not less than eight (8) consecutive hours of rest in one operating day;
  - knowingly result in more than seventy (70) hours of on-duty time in an eight (8) day period;
  - drivers will not be given extra work if it is likely to make them ineligible to complete their scheduled work assignments until their next day off;
  - assign a "report" when spread would likely result in an overnight rest or hours-of-work conflict.
- (c) Assignments will be made in order of greatest pay value; selected work will then be assigned to volunteer drivers, in accordance with section procedures.
- (d) Should any voluntary overtime duties still remain, they may then be offered to any available driver who can be contacted, regardless of seniority order.
- (e) Should any "unassigned" volunteer drivers remain for any given day, a reasonable number of them will be identified to appropriate supervisory staff for attempted contact to fill unforeseen open work.
- (f) Drivers assigned to "Report" duties will be required to accept any duties subsequently detailed to them within the normal applicable spread limit.

- (g) The completed Slip for the next day of operation will be posted daily by 1700 hours at each facility, except when this is beyond the reasonable control of the Employer.
- (h) Once the Slip has been posted, no changes to work assignments will be permitted, except in the event of an emergency or as otherwise agreed.
- (i) If there is still remaining open work on the day of operation or work suddenly becomes open and there is no driver immediately available, management reserves the right to fill the work until a driver is available.
- (j) Where a reasonable concern exists about a particular assignment, a steward may request a copy of the volunteer list.

**Definition**

*On-Duty Time* – All time from the time the driver begins work or is required to be in readiness to work, until the time the driver is relieved from work and all responsibilities for performing work.

13.15 **Master Volunteer List**

- (a) All drivers who wish to be placed on the master volunteer list for "off-day work" for a complete board period must sign the volunteer list during the board sign up period. Drivers may declare to only be assigned work on a specific off-day or both of their off days or before or after their scheduled run assignment. Vacation swing drivers may identify specific off day availability for each week of the board period.
- (b) From the forms received by the deadline, a master full time driver list will be compiled in order of classification seniority. This master volunteer list will be posted on the Thursday afternoon prior to the start of the board period.

- (c) A driver who wishes to temporarily remove his availability for volunteer extra work must notify the dispatch no later than two days in advance of the affected date. If such notification is not provided, his name will be removed from the respective list for a period of 7 (seven) days. On the third occasion that driver removes their availability or has been removed from the list during the board period (regardless) of notification lead time), that driver's name shall be removed from the master list for the remainder of the board period.
- (d) When such drivers receive a volunteer extra work assignment, their names shall be moved to the bottom of their respective list, in order of their previous sequence for that day.
- (e) During the board period drivers who temporarily lose their voluntary overtime rights shall be placed at the bottom of the master volunteer list.
- (f) A driver may request a Supervisor to remove his name from the master lists at any time, but no additions to the lists will be allowed until the next board period.
- (g) When it is occasionally necessary to require that special driving duties be performed by designated drivers, this matter will be arranged through consultation and agreement between the Union and the Employer, and such assignments will normally be limited to drivers already scheduled to work on the applicable date(s). The Union and the Employer agree that in the event of an emergency the Employer has the right to select any employee who is available to perform overtime or extra work for the purpose of providing continuity of service. Where practical, the Union will be advised.

13.16 **Training for drivers** will be dealt with as follows: Employees attending any and all training booked on their day off shall receive \$1 additional per hour for the duration of the training. Training hours shall not be considered hours of work nor used in the calculation of overtime.

- (a) Training required after a preventable accident is unpaid. The Employer will endeavour to schedule the training within 24 hours. If the determination of preventability is overturned, the driver will be compensated;
- (b) A driver will not lose pay as the result of training scheduled during a driver's scheduled work;

13.17 Drivers will be given 7 days' notice for prescheduled training where practical.

13.18 An employee shall be paid their hourly rate plus an additional \$1.00 per hour for training other drivers.

#### **ARTICLE 14 – STAFF REDUCTION**

14.01 In the event of a layoff, the Employer shall give the employee(s) affected the required notice under the *Employment Standards Act* and will give as much additional notice to the Union that is reasonably possible in all of the circumstances.

14.02 Part-time and probationary employees shall be laid off first provided there are sufficient qualified employees with seniority who are able to do the required work. In the event there is a requirement for further reductions in staff, employees shall be laid off in inverse order of company seniority, provided the remaining employees are qualified and able to perform the required work. An employee whose position is abolished or who is displaced shall be entitled to exercise his/her company seniority rights and displace the most junior employee in the bargaining unit, provided he/she is either qualified to do the required work or can be qualified with minimal training.

14.03 When an employee is laid off, the employee will immediately register his/her name with the Employer in order that he/she may be notified of any work available. Laid off employees will, if qualified and able to perform the required work, be returned to work in order of company seniority when staff covered by this Agreement is increased, or vacancies occur.

14.04

- (a) An Employee who is unemployed at the time of a recall must report for duty within forty-eight (48) hours of being contracted unless the employee can provide a valid and satisfactory reason to the Employer for not doing so.
- (b) An employee who is employed at the time of recall must report for duty or give a satisfactory reason to the Employer for not doing so within eight (8) days from the date of mailing the notification to report by registered mail to the employee's last known address.
- (c) It shall be the employee's responsibility to keep the Employer notified of his/her current telephone number as well as his address so that they will be up to date at all times.
- (d) In the event an employee does not report or provide a satisfactory reason for failing to do so under (a) or (b) above, the employee shall forfeit his/her seniority rights under this Agreement and his/her employment shall be deemed to be terminated.

**ARTICLE 15 – APPROVED LEAVES OF ABSENCE**

15.01 **Personal Leave**

- (a) An employee who has completed his/her probationary period may apply for a leave of absence without pay and without benefits for legitimate personal reasons. The Employer will consider the individual circumstances, the urgency and the importance of the reason for the request and the efficient operation of the Employer at the time of leave. Leaves will not be unreasonably refused. A request for such leave shall be made in writing stating reasons, at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. If the Employer grants such leave it shall confirm the terms of the leave in writing with a copy to the Union.

- (b) In cases of sickness or other exceptional circumstances the Employer may extend a leave of absence. Such extension will be confirmed in writing with a copy to the Union.
- (c) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new work or to venture into business for himself/herself and an employee accepting gainful employment or venturing into business for himself/herself while on such leave of absence shall be terminated by the Employer.
- (d) Seniority shall accrue during personal leave provided the employee continues to pay Union dues. Seniority shall not accrue for a leave greater than three (3) months without Union approval.
- (e) The employee shall be responsible for the full premium costs of all insurance while on a leave of absence in excess of one (1) month.

15.02 **Bereavement Pay and Leave**

- (a) When a member of an employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) working days, immediately following the day of death. Immediate family will include: spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandfathers, grandmothers.
- (b) A one (1) day leave shall be granted for the purpose of bereavement or attending the funeral of any relative of the employee permanently residing in the employee's household or with whom the employee resides provided the employee meets the conditions as outlined in (a) above.

**ARTICLE 16**

16.01 **Attending Court**

An employee who is required by writ or subpoena in court as a witness in a work related matter, will be paid his/her regular rate of pay up to crew value for time required to be in court provided the employee presents the Employer with a copy of the process papers which required his/her presence in court, and pays over to the Employer the amount received by serving as such witness.

16.02 **Maternity Leave**

The Employer shall grant maternity and parental leave without pay and in accordance with the Employment *Standards Act*.

16.03 **Union Leave**

The Employer shall grant to a member of the Union a leave of absence without pay for Union activities i.e. conventions, seminars, meetings and arbitrations, provided:

- (i) a request is made in writing and approved at least one (1) weeks prior to the commencement of the date or dates for which leave is requested: and
- (ii) such leave does not unduly interfere with the efficient operations of the Employer.

**ARTICLE 17 – WAGE RATES**

17.01 The Employer agrees to pay the wages set forth in Schedule “A” attached to this Agreement.

17.02 The rate of pay for any new classification shall be established by the Employer. The Employer shall discuss with the Union the rate of pay for the new classification prior to its implementation.



**ARTICLE 18 – PAID HOLIDAYS**

18.01 An employee who qualifies in accordance with paragraph 17.02 shall be granted a holiday with pay on each of the following holidays:

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

18.02 In order to qualify for any of the holidays with pay specified in paragraph 17.01 above, an employee:

- (a) must have been employed as a member of the bargaining unit and available for work for at least thirty (30) calendar days;
- (b) must be entitled to wages for at least fifteen (15) days out of the preceding thirty (30) days prior to the holiday;
- (c) must have worked his/her last full scheduled day immediately preceding the holiday and his/her first full scheduled day immediately following the holiday;
- (d) must be available for duty on such holiday if it occurs on the employee's scheduled day, except if the holiday falls during the employee's vacation or the employee is unable to work due to a personal injury not covered by the Workplace Safety and Insurance Board.
- (e) No employee who is off work due to a suspension, leave of absence, illness or WSIB shall be entitled to pay for any holiday occurring within such absence.

18.03 Provided all subsections in paragraph 17.02 are met, an employee will be paid as follows for the holidays listed in 17.01:

- (a) if the holiday falls on an employee's scheduled working day, the employee will be paid the employee's crew value;
- (b) if the holiday falls on an employee's scheduled day off, the employee will be paid for eight (8) hours at the regular straight time rate;
- (c) If an employee works on a paid holiday, the employee shall receive holiday pay based on the employee's crew value and time and one-half for all hours worked excluding unpaid one (1) hour lunch periods and off hours if a split-shift is involved. Minimum pay will be for three (3) hours. An employee who works a paid holiday, shall receive an alternate day off without pay. Such day off shall be scheduled by mutual agreement.

18.04 In order to provide continuity of service, it is understood the Employer may declare an alternate day as being the paid holiday, to replace one of the specific days listed in Article 17.01, provided however, that in so doing the Employer shall give adequate prior notice to the Union and to the employees involved.

18.05 In the event that a paid holiday, when celebrated, falls on an employee's scheduled day off, or during the employee's vacation period, the employee shall be entitled to the holiday pay and an alternate day off without pay, as mutually arranged and confirmed in writing, provided the employee qualifies under paragraph 17.02 above.

#### **ARTICLE 19 – VACATIONS**

19.01 Vacation credits shall be based on full years of continuous service as full-time regular employee, as of January 1<sup>st</sup> in any year:

- (a) All full time regular employees with less than one (1) year's continuous service as a full time regular employee with the Employer as of January 1<sup>st</sup>, shall be entitled to one (1) day vacation for each month of service up to a maximum of nine (9) days and shall receive vacation pay in the amount of four percent (4%) of the pay received from the date of hire to January 1<sup>st</sup>.
- (b) All full time regular employees with one (1) year to four (4) years continuous service as a full time regular employee as of January 1<sup>st</sup>, shall be entitled to two (2) weeks' vacation and shall receive vacation pay in the amount of four percent (4%) of the pay received in the period from January 1<sup>st</sup> of the previous year to December 31<sup>st</sup>.
- (c) All full time regular employees with five (5) years to nine (9) years continuous service as a full time regular employee as of January 1<sup>st</sup>, shall be entitled to three (3) weeks vacation and shall receive vacation pay in the amount of six percent (6%) of the pay received in the period from January 1<sup>st</sup> of the previous year to December 31<sup>st</sup>.
- (d) All full time regular employees with ten (10) years to twenty (20) years continuous service as a full time regular employee as of January 1<sup>st</sup>, shall be entitled to four (4) weeks vacation and shall receive vacation pay in the amount of eight percent (8%) of the pay received in the period from January 1<sup>st</sup> of the previous year to December 31<sup>st</sup>.
- (e) All full time regular employees with more than twenty (20) years continuous service as a full time regular employee as of January 1<sup>st</sup>, shall be entitled to five (5) weeks vacation and shall receive vacation pay in the amount of ten percent (10%) of the pay received in the period from January 1<sup>st</sup> of the previous year to December 31<sup>st</sup>.

19.02 The Employer reserves the right to make the final decision as to the scheduling of vacations. Employee requests for vacation will not be unreasonably denied. As between employees, seniority of employees will govern the choice of vacation days. The Employer, in joint consultation with the Union, shall prepare a list of vacation days to be allowed to each

employee. A vacation sign-up board will be posted by the Employer in the second (2<sup>nd</sup>) week of November each year for drivers, and the second week of March for maintenance employees, and employees will, in order of seniority choose their vacation periods by signing the vacation sign-up board, prior to the first day of February of each year for drivers, and the first of April for maintenance employees. The schedule must be finalized by the first day of February each year for drivers, and the first of April for maintenance employees and posted accordingly. The Employer shall supply the Union with a vacation list upon completion.

19.03 All vacations must be taken in weekly increments and will not be taken in daily increments one (1) day per week unless the "single day vacation" option has been selected. Single day vacations will also be considered for justifiable or compassionate grounds, which must be agreed to by both parties to this Agreement.

Single day vacation- At the time of the annual vacation selection 10 (ten) Drivers with at least 3 (three) week vacation entitlement will have the option of selecting one (1) week of single day vacations. Once selected, the Drivers must advise the Employer two (2) weeks in advance of any single vacation day request. The Employer has the right to refuse any request based on operational needs. Single day vacation will be selected by seniority on a rotational basis. In year one (1), the most senior drivers will have the first opportunity to select one of the 10 available single day vacation spaces. In subsequent years the first driver on the seniority list who was unable to select single day vacations in the previous year, will have the first opportunity at selecting one of the 10 (ten) available single day vacation spaces.

19.04 Vacation days shall be exclusive of paid holidays as outlined in Article 17 of this Agreement.

19.05 Employees who wish additional time off may make an application to the Employer for a leave of absence. Said application must be in writing and made at least one (1) month prior to the start of the employee's scheduled vacation as selected on the sign-up board. The applications will be considered by both the Employer and the Union and a decision given in writing. This Article is intended to preserve continuity of service.

19.06 Employees who have not signed the vacation sign-up board by February 1<sup>st</sup> each year, will have their vacation time assigned by the operations supervisor or other authorized officer of the Employer.

19.07 When vacation periods have been signed and booked, there will be no change unless it is a proven emergency or is of a compassionate nature that must be substantiated. All changes must be mutually agreed upon by the Employer and the Union.

19.08 (a) An employee who leaves the Employer for any reason, shall receive the amount of unused vacation credit accruing and calculated to the date of separation. Any such vacation credit shall be paid at the time of separation. It is understood, however, that any employee who leaves the Employer of their own accord is expected to give the legally required notice to the Employer of their intended action in order to qualify for this enhanced payment.

(b) An employee who is laid off shall be paid for any vacation credit still due for service in the previous year and if not re-called to service will, upon application, be allowed pay in lieu of any vacation due for the current year.

#### **ARTICLE 20 – UNIFORMS AND APPEARANCE FOR DRIVERS**

20.01 Employees will be provided with the following uniform pieces:

- (a) two pairs of trousers;
- (b) five shirts;
- (c) two ties;
- (d) one Yukon cap;
- (e) one winter parka;

- (f) black shoes or low-heeled boots (supplied by employee);

New uniforms will be provided to each active employee on their anniversary provided the employee has twelve months' active service. The 3 in 1 winter coat will be replaced every three years. If other uniform items become mandatory, the Employer will provide such mandatory items. Optional pieces, which have been approved by the Employer, shall be paid for by the employee.

20.02 All drivers will report for work, properly attired in the approved Employer uniform. Drivers will present a neat and clean appearance. Shoes will be black and will be polished and in good repair. Shoes or boots must not have a heel higher than one inch below the level of the main sole (this is a safety factor and is included in the *Highway Traffic Act*).

20.03 The Employer is solely responsible for the design and type of uniform to be worn by the drivers. No alterations to the design and type of materials are allowed.

20.04 All uniforms remain the property of the Employer and must be returned, cleaned and pressed and in good repair, upon separation.

20.05 It will be the responsibility of each driver to maintain the uniform in a clean and pressed condition and in good repair. Replacement pieces will be supplied free as required after the first uniform, but subject to inspection by the Employer of the item being replaced. If any piece of the uniform is lost the driver will replace it with a new and identical piece at the driver's own cost.

20.06

- (a) Only Employer approved crests and/or jewellery are to be worn on the uniforms.
- (b) Under no circumstances are drivers to wear their uniforms while on or off duty, in any establishment that only serves wine liquor or beer. It is permissible to eat in uniform

in an establishment that serves these items along with food provided the driver uses common sense and decorum.

20.07 Upon ratification, on a driver's anniversary, the Employer will contribute up to one hundred dollars (\$100.00) per year toward the cost of a pair of black shoes or boots to go with the uniform. This will be paid upon presentation of a paid receipt from the company selling the shoes or boots and dated within the current year as well as presentation of the shoes or boots that have been purchased to ensure they are new in origin.

#### **ARTICLE 21 – HEALTH AND SAFETY**

21.01 The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

21.02 It is the responsibility of each employee to make every effort to maintain good health and to get proper hours of rest between working periods. The dispatcher on duty has the authority to refuse to let an employee work if it is felt that the employee is not well or is fatigued and because of that condition may be unable to discharge his/her duties in a safe and efficient manner. Such authority shall not be used in an unreasonable manner.

21.03

(a) All employees are required to inspect their vehicle prior to leaving the yard and to note any defects en route on the DVIR.

(b) Inspection sheets given to each employee each day will be filled out at the vehicle and will not be signed and turned in until the vehicle is fully inspected.

- (c) Defects that, in the opinion of the employee may be safety related will be brought to the immediate attention of the duty mechanic, or if he/she is not available, to the duty dispatcher.
- (d) All vehicles must be signed in by the employee at the termination of each shift, whether the vehicle is returned to the yard or turned over to another employee.
- (e) Any defects reported must be repaired or deemed safe for service by a mechanic.

21.04 It is the responsibility of all employees to bring to the attention of the Employer (usually through the dispatcher), without delay, any road, traffic or other conditions which are having an adverse effect on the service being performed or to the vehicles themselves.

21.05 It is the responsibility of each employee, when being relieved from duty by a replacement employee, to bring to the attention of the relief person:

- (i) any problems with the vehicle being taken over;
- (ii) any road or traffic conditions which may have an adverse effect on the service being performed or to the vehicle itself.

21.06 The Employer and the Union will establish a joint health and safety committee that will meet regularly, and such committee will comply with conditions of the *Occupational Health and Safety Act* or any other successive or prevailing legislation applicable.

## **ARTICLE 22 – REPORTING OF ACCIDENTS**

22.01 It is agreed that all employees must report immediately to the Employer any accident or damage to a vehicle being operated for the Employer, or injury to property or individuals regardless of how minor it may be. Any incident, accident or damage to property must be reported on the prescribed incident or Accident Report form. An employee will not be returned to work until an incident or accident report is submitted.



NOTE: The Employer is not precluded from disciplinary action based on the results of the investigation of the incident or accident.

**ARTICLE 23 – UNSAFE CONDITIONS OR PRACTICES**

23.01 In the event that an employee alleges the existence of any unsafe practice or condition, the employee involved has a duty and an obligation to immediately report such a situation or condition to the Employer without delay. An employee may approach an officer of the Employer if the matter is not resolved or rectified satisfactorily within a reasonable time.

**ARTICLE 24 – HEALTH INSURANCE**

24.01 The Employer shall provide health and dental insurance in accordance with its plans and policies for all full-time employees who have completed their probationary period. The plans will be administered in accordance with the rules and regulations of the plans and policies which are more fully described in the insurance literature. The employee shall pay twenty-five percent (25%) of the applicable premiums commencing the first pay period after ratification. The Employer shall pay seventy-five percent (75%) of the applicable premiums as of first pay period after ratification.

**ARTICLE 25 - RRSP PENSION PLAN**

See Appendix I

**ARTICLE 26 - DRIVERS ROOM**

26.01 Suitable accommodation will be provided in which the employees may rest and eat. The room shall contain proper tables and chairs. It is the responsibility of all employees to maintain these facilities in a clean and sanitary condition.

**ARTICLE 27 - WASHROOM FACILITIES**

27.01 Washroom facilities will also be maintained and will include washing facilities, soap and towels along with hot water. All employees are responsible to maintain these facilities in clean and sanitary conditions.

**ARTICLE 28 - GENERAL**

28.01 All report times to the yards other than the main yard and/or to the start point in each piece of work as specified by the Employer will be scheduled in accordance with the requirements of the *Highway Traffic Act*.

28.02 No revenue bus service operation work will be performed by the Employer's supervisory or management personnel when such work comes within the jurisdiction of the bargaining unit except:

- (a) in the cases of emergency or temporary urgency and where practical, the Union will be notified in advance;
- (b) for training, demonstration or accreditation purposes;
- (c) to test equipment or procedures;
- (d) to learn or remain familiar with the routes;
- (e) to maintain service when no qualified bargaining unit employee is immediately available to perform the work and the volunteer list has been exhausted.

28.03 Copies of all bulletins issued in accordance with this Agreement will be furnished to the Union on request.

28.04

- (a) The Union shall have the use of bulletin boards at work locations for the purpose of posting notices relating to Union business.
- (b) The Union may, with prior approval of management, place ballot boxes at appropriate points at any work location for the purpose of conducting votes within their membership.

28.05 The Employer shall provide each new employee with a copy of the Collective Agreement and a list of current Union officials. The cost of reproducing the Agreement shall be borne by the Employer and the Union shared equally.

**ARTICLE 29 - DURATION**

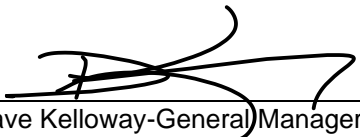
29.01 This Agreement shall be effective from January 1, 2020 until December 31, 2024, and thereafter until revised or superseded by a new agreement. It is further agreed by the parties that it shall automatically be renewed for a further term of one year and shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other within a period of ninety (90) days prior to the expiry date.

29.02

DATED AT CONCORD, ONTARIO, THIS 26TH DAY OF AUGUST, 2020.

TRANSDEV SERVICES (CANADA) INC.


AMALGAMATED TRANSIT UNION, LOCAL 113

  
\_\_\_\_\_  
Dave Kelloway-General Manager

  
\_\_\_\_\_  
Carlos Santos – President

  
\_\_\_\_\_  
Sandra Grant – Vice President of HR

  
\_\_\_\_\_  
Frank Malta - Assistant Business Agent- Transportation

  
\_\_\_\_\_  
Roy Cramp – Vice President of Finance

  
\_\_\_\_\_  
Scott Gordon - Assistant Business Agent Maintenance

**SCHEDULE "A" OPERATORS**

Current	Jan.20	Jan.21	Jan.22	Jan.23	Jan.24
21.03	21.66	22.09	22.54	22.99	23.45
22.68	23.36	23.83	24.30	24.79	25.29
24.29	25.02	25.52	26.03	26.55	27.08
25.88	26.66	27.19	27.73	28.29	28.85
28.07	28.91	29.49	30.08	30.68	31.30

**MAINTENANCE**

Current	Job title	Jan.20	Jan.21	Jan.22	Jan.23	Jan.24
41.49	Lead	42.73	43.59	44.46	45.35	46.26
39.29	310 T	40.47	41.28	42.10	42.95	43.80
34.22	310 B	35.25	35.95	36.67	37.40	38.15
30.47	Apprentice	31.38	32.01	32.65	33.31	33.97
29.21	Apprentice	30.09	30.69	31.30	31.93	32.57
27.94	Apprentice	28.78	29.35	29.94	30.54	31.15
26.67	Apprentice	27.47	28.02	28.58	29.15	29.73
25.40	Tire tech.	26.16	26.69	27.22	27.76	28.32
24.77	Farebox	25.51	26.02	26.54	27.07	27.62
24.13	Utility	24.85	25.35	25.86	26.38	26.90

**MAINTENANCE APPENDIX**

1. Effective January 1, 2015, 310T and 310B licensed mechanics' wages shall increase as follows:

Year 1- \$1/hr- this increase applies after the 2.5% annual wage increase

Year 2- \$0.50/hr- this increase applies after the annual 2.25% wage increase

Year 3- \$0.75/hr- this increase applies after the annual 2.25% wage increase.

2. Overtime shall be paid at one and one half (1 and ½) times the basic rate for all work over 44 hours in a one-week period.

Employees shall be warned, whenever possible, at least two hours ahead if required to work overtime.

3. Effective January 1, 2016, overtime shall be paid at one and a half times (1 and ½) the basic rate of pay for all hours worked over forty (40) hours in one-week period.

4. Overtime (excluding work continuation) will be offered in rotation from the senior qualified employee down to the junior qualified employee and back to the senior qualified employee except that overtime resulting from unplanned absences will first be offered by seniority to qualified employees on the previous shift.

If, after the above process is finished, no employee has volunteered to perform the overtime, the junior qualified employee will be assigned the work and, for unplanned overtime, the junior qualified employee on the previous shift will be assigned.

5. Effective January 1, 2015, overtime worked on statutory holidays:

The 44 hour threshold and subsequent 40 hour threshold to qualify for overtime shall be reduced to reflect scheduled hours on paid holidays.

6. The Employer agrees to provide a uniform service at no cost to employees, providing a total of eleven (11) sets of clean work clothes every two weeks.

Upon termination from the Company, the employee must return his or her work clothes. The employee will pay for any work clothes items not returned to the Company. In order to receive new uniforms, the old gear will be exchanged on a one-for-one basis.

7. Maintenance employees who are assigned to the night shift that runs through midnight shall receive a shift premium of .75¢ per hour. This premium is added to the hourly rates after, and not before, calculating overtime.
8. Effective January 1, 2015 maintenance employees who are assigned to the afternoon shift that starts after 3pm, shall receive an additional \$0.25/hr. This premium is added to the hourly rates after, and not before, calculating overtime

#### **Tool Allowance**

9. The Employer will provide shop tools for personnel performing duties on the equipment that exceeds 1 1/2 “, metric 2.5 cm. or other specialty tools to perform work on the Employer’s fleet of transit buses. The Employer will provide safety equipment as determined necessary by the Employer and/or the Occupational Health and Safety Act, e.g. gloves, rages, safety helmet, and safety glasses.

Effective January 1, 2020, the Employer will give each qualified employee of the Maintenance Department an annual tool allowance as follows:

#### 310T and 310B Mechanic:

Effective January 1, 2020: \$700

Effective January 1, 2021: \$750

Effective January 1, 2022: \$800

Effective January 1, 2023: \$850

#### **310T Apprentice**

Effective January 1, 2020: \$500

Effective January 1, 2021: \$525

Effective January 1, 2022: \$575

Effective January 1, 2023: \$600

**Utility/Tire Tech/Farebox**

Effective January 1, 2020: \$300

Effective January 1, 2021: \$325

Effective January 1, 2022: \$350

Effective January 1, 2023: \$375

Upon a mechanic's anniversary date of employment and verification of working at a minimum 1,600 hours, he or she shall be eligible, upon submitting receipts for the purchase of tools included in the Employer's tool list, to receive reimbursement for such tools, but not to exceed the designed allowance above. Please refer to the Employer tool list (Addendum A).

Employees within the classifications 310T, 310B, Apprentices and Utility must possess as a minimum requirement of employment all tools specified on the company tool list. In order to verify the serviceability of the mechanics' tools, periodic tool inspections will be conducted by Maintenance Management.

**CSA Approved Footwear**

- 10. All licensed Automotive/Truck and Coach Technicians, Maintenance Utility employees shall be required to wear CSA approved footwear during all working hours.

The Employer agrees to supply an annual boot voucher towards the purchase of footwear, which must be used by the end of each calendar year.

Effective January 1, 2020 \$ 200

Effective January 1, 2021: \$ 220

Effective January 1, 2022: \$ 250

Effective January 1, 2023:

\$ 275

Maintenance employees shall receive a winter coat at no cost to them when they commence employment with the Employer. The coat will be replenished every 2 years thereafter on their employment anniversary date

\*\*\*Existing maintenance employees who were issued a winter coat in Q3 of 2013 shall receive their first replenishment in Q3 of 2015\*\*\*\*

11. Single day vacation

AT THE TIME OF THE ANNUAL VACATION SELECTION **TWO (2) MAINTENANCE EMPLOYEES** WITH A MINIMUM THREE (3) WEEK VACATION ENTITLEMENT WILL HAVE THE OPTION OF SELECTING ONE (1) WEEK OF SINGLE DAY VACATIONS IN YEAR 1 OF THE CONTRACT.

IN YEAR 2, AN ADDITIONAL **TWO (2) MAINTENANCE EMPLOYEES (TO A MAXIMUM OF FOUR)** SHALL BE ELIGIBLE TO SELECT SINGLE DAY VACATIONS.

IN YEAR 3 OF THE CONTRACT, ONE ADDITIONAL MAINTENANCE EMPLOYEE **(TO A MAXIMUM OF FIVE EMPLOYEES)** SHALL BE ELIGIBLE TO SELECT SINGLE DAY VACATIONS. ONCE SELECTED, THE MAINTENANCE EMPLOYEE MUST ADVISE THE EMPLOYER **TWO (2)** WEEKS IN ADVANCE OF ANY SINGLE VACATION DAY REQUEST. SINGLE DAY VACATIONS WILL BE SELECTED BY SENIORITY ON A ROTATIONAL BASIS. IN YEAR 1, THE MOST SENIOR MAINTENANCE EMPLOYEES WILL HAVE THE OPPORTUNITY TO SELECT THE TWO (2) AVAILABLE SINGLE DAY VACATION SPACES. IN SUBSEQUENT YEARS THE FIRST FOUR (4) AND FIVE (5) MAINTENANCE EMPLOYEES ON THE SENIORITY LIST WHO WERE UNABLE TO SELECT



SINGLE DAY VACATIONS IN THE PREVIOUS YEARS, WILL HAVE THE FIRST OPPORTUNITY AT  
SELECTING THE AVAILABLE SINGLE DAY VACATION SPACES

**\*\*NOTE: THE EMPLOYER RESERVES THE RIGHT TO REMOVE THIS PROVISION AT ANY TIME  
SHOULD IT CONFLICT WITH OPERATIONAL NEEDS OR NOT PROVE FEASIBLE\*\***

INTENTIONALLY BLANK

## **LETTER OF UNDERSTANDING**

29.02

### **Medical Notes**

The Employer agrees that no medical note will be required until the sick day entitlement (4 sick days at 6 hours pay per calendar year) has been exhausted. Where it is suspected that there may be abuse of sick leave or the reason for the employee's absence could affect the safe operation of a motor vehicle, the Employer may require an employee to submit a medical certificate for a period of absence of less than four (4) days.

### **Performance Improvement Bonus**

The Employer is proposing a Performance Improvement Bonus plan for all unionized staff. The plan will address various key performance indicators and related targets. The Union and the Employer agree to meet and discuss the details of the plan.

### **310T Apprenticeship fees reimbursement**

In order to improve apprentices' ability to progress, the Employer will refund relevant educational tuition fees up to \$500 per semester for employees who have been continuously employed with the Employer for one (1) year or more and who qualify for tuition reimbursement.

### **Training for Maintenance Staff**

The Employer agrees to make reasonable effort to provide maintenance staff with relevant trade specific training on a regular basis. The Parties agree to establish a Committee to discuss training requirements and ensure those training requirements are followed.

## Appendix I

### Summary of the Plan Design

#### For Transdev Services (Canada) Inc. – ATU Local 113

Effective date of ratification, ATU local 113 employees of Transdev Services (Canada) Inc. will have the option to participate in a company retirement benefit plan. If you elect to participate in the program, the employer will match 50% of your contribution, subject to a maximum amount. (See below) You will determine which investment choices best suits your risk tolerance for both your contributions and the matching amount from the employer. At retirement, both your contributions plus any vested portion of the employer's match will provide you with a retirement income.

#### Summary of the plan terms:

- |                      |   |
|----------------------|---|
| <b>Type of Plan</b>  | <ul style="list-style-type: none"><li>▲ Employee contributions are deposited to a Registered Retirement Savings Plan (RRSP)</li><li>▲ Employer contributions are deposited to a Deferred Profit-Sharing Plan (DPSP)</li></ul>   |
| <b>Participation</b> | <ul style="list-style-type: none"><li>▲ Voluntary</li><li>▲ Current employees may join the plan effective date of ratification</li><li>▲ New hires may enrol in the plan after a probation period of 90 working days</li><li>▲ Employees who decide not to enrol in the plan when first eligible will be given another opportunity to enrol 1-Jan-12, or on any subsequent January 1<sup>st</sup>.</li><li>▲ Employees who enrol may decide to opt out of the plan at any time with 30 days notice. If you opt out in the first year you cannot re-enrol until the plan's one-year anniversary.</li></ul> |
| <b>Contributions</b> |   |
| ➤ <b>Employees</b>   | <ul style="list-style-type: none"><li>▲ Employees may contribute any amount they wish up to the maximum allowed by Revenue Canada</li><li>▲ With 30 days notice, you may elect to increase or decrease the amount of your monthly contribution. In such a case, the matching contribution from the employer will also be adjusted.</li><li>▲ Should you decide to stop making contributions, you will not be able to start contributing again until the next anniversary of the plan.</li></ul>   |
| ➤ <b>Employer</b>    | <ul style="list-style-type: none"><li>▲ <b>The employer will match 50% of the employee contributions to a maximum of 1% of the employees pay (eg. if you contribute 2% of your gross pay or more, then the employer contribution will match 1% of your gross pay)</b></li></ul>   |
| <b>Withdrawals</b>   | <ul style="list-style-type: none"><li>▲ While you continue to work for Transdev Services (Canada), Inc, you are only able to withdraw funds from the RRSP side of the program if you qualify for the Home Buyers Plan or the Lifelong Learning Plan offered by Revenue Canada. You may only withdraw monies from the DPSP side at retirement or during specific exceptions outlined in the Income Tax Act.</li></ul>  |
| <b>Investments</b>   |   |
| <b>Vesting</b>       | <ul style="list-style-type: none"><li>▲ You decide how to invest all of the deposits. The service provider will assist you in deciding how to invest within your risk tolerance. You may switch investments at any time (subject to short-term trading rules of the service-provider).</li><li>▲ The DPSP portion vests in your name after being in the plan for 2 years or longer.</li><li>▲ When you retire, or should you die, you or your beneficiaries are entitled to the accumulated value of your contributions and any vested matching contributions from the employer.</li></ul>                |