



COLLECTIVE AGREEMENT
FULL TIME AND PART TIME PARALLEL TRANSIT

Between

THE CORPORATION OF THE CITY OF STRATFORD

AND

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, A.F. OF L., C.I.O., C.L.C.

JANUARY 1, 2010 – DECEMBER 31, 2011

**COLLECTIVE AGREEMENT FULL TIME AND PART TIME
PARALLEL TRANSIT**

BETWEEN

**THE CORPORATION
OF THE CITY OF STRATFORD
COMMUNITY SERVICES - PARALLEL TRANSIT
FULL TIME AND PART TIME EMPLOYEES**

AND

**LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, A.F. O.F L., C.I.O., C.L.C.**

January 1, 2010 - December 31, 2011

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THIS AGREEMENT MADE

between

THE CORPORATION OF THE CITY OF STRATFORD PARALLEL TRANSIT

(hereinafter referred to as "the Corporation")

- and -

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, A.F. O.F L., C.I.O., C.L.C.

(hereinafter referred to as "the Union")

PURPOSE

The purpose of this agreement is to establish mutually satisfactory conditions of employment in order to maintain a harmonious relationship, and to provide the means to deal promptly and equitably with grievances, which may arise through the administration of this collective agreement.

ARTICLE 1 - RECOGNITION

- 1.01 The Corporation hereby recognizes the Union as the exclusive collective bargaining agent for all employees of The Corporation of the City of Stratford Parallel Transit Division save and except the Transit Supervisor and those above the rank of Transit Supervisor.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive right of the Corporation to manage the business, to direct the workforce, including the right to hire, promote, transfer and discipline full or part-time employees including discharge for just cause, to schedule operations and without restricting the generality of the foregoing, to determine the nature and kind of business operated by the Corporation of the City of Stratford Parallel Transit, the locations and equipment to be used, the extension, limitations, curtailment or cessation of operations or any part thereof, provided it is consistent with and not specifically restricted by the terms of this Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees covered by this Agreement who are now members or become members of the Union shall maintain such membership.
- 3.02 New employees covered by this Agreement shall, as a condition of employment, become members of the Union within thirty (30) working days of hiring and shall maintain such membership.
- 3.03 Discrimination - Both the Employer and the Union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 3.04 Workplace Harassment - The Union and the Corporation are committed to a workplace free of harassment of any form, including sexual harassment. Accordingly, the Corporation agrees to post a statement of this commitment to this principle at all work locations.
- 3.05 Employees shall be entitled to have access to their personnel files according to the most recent Municipal Freedom of Information and Protection of Privacy Act. The Corporation agrees to supply the information within five (5) working days of the employee's written request.
- 3.06 Bulletin Boards - The Corporation will arrange for a bulletin board at such location as mutually agreed between the parties. The bulletin board may be used by the Union for posting notices, signed by an authorized Union representative. There shall be no general distribution or posting of any other notices of any kind on The Corporation of the City of Stratford Parallel Transit property other than herein provided.
- 3.07 The Corporation and the Union agree to acquaint new employees with the fact that a Collective Agreement is in effect and arrange for a new member session with a Union Representative.
- 3.08 The Corporation agrees that non-union employees will not perform work of Bargaining Unit Employees unless required to perform work of bargaining unit employees in cases of emergency or in order to provide training.

For clarification: "Emergency" means when no other qualified employee is available.

ARTICLE 4 - UNION DUES AND CHECK OFF

- 4.01 The Corporation agrees to deduct from the pay of each employee, who is a member of the Union as per Article 3 Clauses 3.01 and 3.02, the amount of the current monthly dues as established by the Union and as certified in writing by the Union. In addition, the Corporation shall deduct the Union initiation fee from each new employee from their first pay period.

- 4.02 The amounts so deducted shall be forwarded to the Financial Secretary of the Union so that they are received by the Union no later than the tenth (10th) day of the month following the month in respect of which the dues are deducted and shall be accompanied by an alphabetical listing of the names of each employee on behalf of whom the deductions were made, the amount deducted on behalf of each employee, and information upon which such deductions were made. The Union will furnish the Corporation with the address of the Financial Secretary to whom the dues deductions are to be forwarded.
- 4.03 The Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection of these dues.
- 4.04 The Corporation will endeavour to notify the Union if an employee is off work in excess of thirty (30) days, as a result of Long Term Disability, Workers' Safety and Insurance Board claim, or unpaid leave of absence.

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be defined as the length of continuous service in the bargaining unit a full time or part time employee has established with the Corporation and shall accrue from the date the full time or part time employee last entered the employ of the Corporation.
- 5.02 Temporary employees shall not accumulate seniority except that a full time or part time employee shall be granted seniority for the period served as a probationary employee in accordance with the provisions of Article 6.
- 5.03 An employee shall lose his seniority and his name removed from the records if he:
- (a) quits voluntarily
 - (b) is discharged for just cause, subject to being reinstated through the grievance procedure
 - (c) retires
 - (d) is laid off for a period exceeding twelve (12) consecutive calendar months
 - (e) fails to report for work after a layoff within five (5) working days of recall notice by registered mail to the last address, which the employee has filed with the Corporation unless the employee provides the Corporation with documented evidence of sickness or other unavoidable reasons for not reporting for work.
 - (f) is absent for three (3) consecutive working days or more, unless the employee provides the Corporation with documented evidence of sickness or other unavoidable reasons for not reporting for work.
 - (g) is absent due to non-occupational illness or injury for a period exceeding eighteen (18) months.

- (h) is absent due to occupational illness or injury for a period exceeding 24 months.
- 5.04 An employee shall maintain Corporation Service at the level attained when absent from work for the following reasons:
 - (a) leave of absence in excess of thirty (30) calendar days granted by written permission of the Corporation.
 - (b) during a layoff for a period of up to twelve (12) consecutive calendar months.
 - (c) for a periods of sickness or disability.
- 5.05 The Corporation will compile a seniority list every twelve (12) months and post on the bulletin board. A copy of this seniority list shall be forwarded to the Local Union Business Representative by the end of January of each year.
- 5.06 An employee, while on approved leave of absence for family/medical emergency/pregnancy/parental and/or adoption leave purposes, shall maintain and accumulate seniority.

ARTICLE 6 - EMPLOYEE CATEGORIES

- 6.01 Full time employees are those employees who have satisfactorily served a probationary period and are employed on a full time basis in a classification not excluded from the bargaining unit under Article 1 of this Agreement.
- 6.02 Probationary full time employees are those employees who are hired with the understanding that they will become full time employees provided that during the probationary period of sixty(60) working days they exhibit the required qualifications and ability. The services of probationary employees may be terminated by the Corporation without recourse to the grievance and arbitration procedures of this Agreement, any time during the first sixty (60) working days of employment.
- 6.03 Part time employees are those employees who have satisfactorily served a probationary period and who are hired to work on a regular basis for not more than twenty-four (24) hours per week, unless temporarily replacing a full-time employee who is absent due to illness or vacation.
- 6.04 Probationary part time employees are those employees who are hired with the understanding that they will become permanent part time employees provided that during the probationary period of two hundred and forty (240) hours worked they exhibit the required qualifications and ability. The services of a probationary employee may be terminated by the Corporation without recourse to the grievance and arbitration procedures of this Agreement, any time during the first two hundred and forty (240) hours worked.
- 6.05 Temporary employees may only be hired for a period not to exceed six (6) calendar months when a full time employee due to occupational or non-occupational sickness or injury is absent, except for Maternity, Parental and Adoption Leave for a

maximum of thirty-five (35) weeks. The hiring of temporary employees for reasons other than noted above will require mutual agreement between the Union and the Corporation. Notwithstanding the provisions of this Article, the part time employees will have the first opportunity to assume these full time hours on a temporary basis with the understanding that they retain their part time status.

ARTICLE 7 - JOB POSTING AND PROMOTION

7.01 When promoting employees covered by this Agreement, qualifications and ability to perform the job shall be the primary consideration. In cases where there does not appear to be any substantial differences in qualifications and ability to perform the job, seniority shall govern.

7.02 An employee transferred shall be paid:

- (a) when promoted to a higher classification, at least the minimum for the new classification or when his current hourly rate exceeds this minimum the next highest rate in the new classification above his current hourly rate.
- (b) when demoted to a lower classification, the hourly rate for the new classification, which is nearest his/her current hourly rate.

7.03 Temporary Transfers

In the case of such transfers no change in regular hourly rate shall be made for the first two (2) working days of the transfer. After this two (2) day period, a transfer to a higher job classification will be in accordance with Article 7, Clause 7.02 (a). No change in the regular hourly wage rate shall be made for a temporary transfer to a job in the same or lower job classification. Upon completion of the temporary transfer the employee will revert to his former job and receive the regular hourly wage rate paid prior to the temporary transfer.

7.04 When a vacancy occurs, or a new position is created within the bargaining unit, such vacancy or the new position, shall be posted on the bulletin board, setting forth the nature of such vacancy or position and the rate of pay for the job for a period of five (5) working days. The Transit Supervisor will endeavour to notify employees who will be absent during the five (5) day job posting period of any pending vacancies. An employee may make written application to fill the vacancy or position within the five (5) day period referred to herein. If two (2) or more employees apply for the vacancy or position, selection will be made in accordance with the provisions of Article 7, Clause 7.01 of this Agreement. Following selection for the vacancy, the Corporation will notify the Union Steward of the successful applicant. If, at the conclusion of the five (5) day period referred to herein, no applications have been received from employees in this bargaining unit, the Corporation shall then consider applicants covered under the City Transit Collective Agreement. If a successful candidate is not found from either the Parallel Transit or the City Transit bargaining unit employees, then the Corporation will proceed to hire an employee from outside of either bargaining units.

- 7.05 If an existing employee is chosen to fill a posted job, that employee shall be placed in such position for a trial period of twenty (20) working days. Following a successful trial period, the Corporation and the employee may mutually agree to the employee being confirmed in the position, or the employee may choose to return to his/her former position, or the Corporation may re-assign him/her to his/her former position.
- 7.06 An employee selected as a result of a job posting shall not apply for any subsequent posting for twelve (12) calendar months from the date of selection.

ARTICLE 8 - LAYOFF AND RECALL

- 8.01 If business conditions necessitate a reduction of full or part-time employees through lay-off, then the Corporation will notify the Union prior to the effective date of the lay-off of designated employees.
- 8.02 In the event of a layoff, management agrees that employees shall be laid off in the reverse order of seniority from full time employees provided that management can retain a work force qualified in its opinion to perform the work remaining. Employees shall be recalled in the order of their seniority provided they are qualified and have the ability to do the work available. Full time employees are entitled to exercise their bumping rights based on seniority and qualifications.
- 8.03 In all cases of layoff, employees shall receive no less than five (5) working days notice of layoff or pay in lieu thereof.
- 8.04 Employees on layoff who are recalled shall receive notice of recall by registered mail in accordance with Article 5 Clause 5.03(e) of this agreement, at any time within the period of layoff up to twelve (12) calendar months.
- 8.05 Any employee on lay-off shall have the same privilege of applying for new job postings as any other employee, up to twelve (12) months from the date of lay-off. The Transit Supervisor will notify the employee of such job postings.

ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.01 A grievance is defined as a dispute arising out of interpretation, application, administration or alleged violation of this Agreement, and shall be dealt with in accordance with the following grievance procedure:
- 9.02 **Step 1:** The employee must present the complaint verbally to the Immediate Supervisor within five (5) working days of the occurrence giving rise to the complaint. Should the employee be absent from work on approved absence and be unable to present their complaint in the five (5) day time frame, they will be permitted to do so within three (3) days of returning to work. The Immediate Supervisor shall give a verbal decision within two (2) working days of the raising the complaint.
- 9.03 **Step 2:** If the dispute is not satisfactorily settled within five (5) working days of the meeting with the Immediate Supervisor, or if the reply of the Immediate Supervisor is

not satisfactory to the employee, a written grievance, signed by the employee describing the specific reason(s) for the grievance, shall be presented to the Immediate Supervisor and a meeting will be held within three (3) working days with the Union Steward. The Immediate Supervisor will render a decision to the Union Steward in writing within five (5) working days of receipt of the meeting. Failing settlement satisfactory to the grievor, the grievance may be moved to the next step.

- 9.04 **Step 3:** Within seven (7) days of receiving the decision of the Immediate Supervisor, the grievance may be submitted in writing to the Director of Community Services or designate. A meeting shall be held within seven (7) working days between the Director of Community Services or designate, the Business Representative of the Union, the Union Steward and the Grievor to discuss the grievance. The Director of Community Services or designate, shall render a decision to the Business Representative of the Union within ten (10) working days after the meeting.
- 9.05 **Step 4:** If the decision of the Director of Community Services or designate is not satisfactory, the Union Steward or Union Business Representative shall, within four (4) working days of receipt of the decision of the Director of Community Services, refer the grievance in writing to the Director of Human Resources. The Director of Human Resources or designate will meet with the Union Business Representative, Union Steward and grievor(s) to discuss the grievance and will render his decision in writing to the Union Business Representative within ten (10) working days after receipt of the grievance.
- 9.06 Failing satisfactory settlement of the grievance, after the grievance has been carried through all the applicable steps of the grievance procedure, the grievance may then be submitted to Arbitration by either party provided that it is submitted within thirty (30) calendar days following the final step in the grievance procedure and in accordance with the provisions of the Agreement. If no written request for arbitration is received within the aforementioned time period and after the decision under Step 4 is given, the grievance shall be deemed to have been settled.
- 9.07 The Corporation agrees that, in the event grievances are not settled at Step 4 of this grievance procedure, the parties may mutually agree to refer the grievance to the Grievance Mediation process, in which case there shall be a 50-50 cost sharing arrangement of the Grievance Mediator.
- 9.08 The time limits set out in this Agreement are mandatory and shall be observed by the parties of this Agreement provided, however, the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed. Any grievance not filed or processed within the time limits without mutual agreement in writing to an extension or waiver shall be considered to be fully and finally resolved.
- 9.09 Time Limits - Working days are defined as Monday through Friday inclusive from 9:00 a.m. to 5:00 p.m.
- 9.10 Policy Grievance filed by the Union shall be heard by the parties at Step 2 of the Grievance Procedure.

ARTICLE 10 – ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, in accordance with Article 9, Clause 9.06 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to a sole arbitrator and the notice shall contain the names of three (3) arbitrators.
- 10.02 The recipient of the notice shall within five (5) days inform the other party of acceptance of one of the three (3) arbitrators or alternatively, the Corporation may submit a list of three (3) arbitrators.
- 10.03 At this time, both parties will attempt to come to agreement on selecting a sole arbitrator.
- 10.04 In the event the parties are unable to agree on a sole arbitrator, the Minister of Labour for Ontario shall be requested to appoint a sole arbitrator.
- 10.05 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- 10.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance being arbitrated, unless both parties agree.
- 10.07 The Arbitrator shall not have the power to add to or subtract from or change the provisions of this Agreement or to deal with any matter not covered by this Agreement.
- 10.08 Each party shall pay one-half (1/2) of the remuneration and expenses of the Sole Arbitrator and each party shall bear the expenses for their own representatives and any other expenses incurred in presenting their case.
- 10.09 In cases of discipline, suspension or discharge, an Arbitrator may confirm or reverse the Corporation's decision or substitute such other penalty than that imposed by Management for the infraction involved as the Arbitrator considers just and reasonable in the circumstances.
- 10.10 As an alternative to a Sole Arbitrator, the parties may appoint a Board of Arbitration upon mutual consent at the request of either party. Each party shall bear the expenses of their own appointees to the Board.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 The Union agrees that the Corporation has the right to make such rules and regulations, necessary or advisable for the orderly and efficient conduct of its business, provided that a claim that a full time or part time employee has been disciplined or discharged without reasonable cause or in a discriminatory manner, may be the subject of a grievance.

- 11.02 When an employee receives for just cause, a demotion, written warning, suspension, or discharge, the Corporation will present the employee and the Union Representative with a written statement of the reasons.
- 11.03 A full time or part time employee who is discharged or suspended may file a grievance at Step 2 of the grievance procedure within three (3) working days after such discharge or suspension.
- 11.04 All letters of reprimand or suspension, including verbal that are documented, shall be automatically removed from the Employee's personnel file twenty-four (24) months following the date of the incident, provided there is not a similar incident which has occurred within the twenty-four (24) month period.
- 11.05 Employees shall be notified of any correspondence which is placed in their personnel file.

ARTICLE 12 - LOCKOUTS AND STRIKES

- 12.01 There shall be no strikes or lockouts during the term of this Agreement. The definition of a strike or lockout is as indicated in the Ontario Labour Relations Act, or any successors thereto.

ARTICLE 13 - HOURS OF WORK

The following clauses define the normal working hours and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week:

- 13.01 Working hours for full time and part time employees shall be determined by schedules established by management from time to time and shall be posted at least one month in advance.
- 13.02 A normal workweek for full time operators shall be forty (40) hours and consist of five (5) working days within the period of Monday to Friday inclusive, with a sixty (60) minute unpaid lunch break taken during the middle of the day. A normal workweek for full time dispatchers shall be forty (40) hours, between 8:00 a.m. and 5:00 p.m. and consist of five (5) working days within the period of Monday to Friday inclusive, with a sixty (60) minute unpaid lunch break taken during the middle of the day. The scheduling of the lunch breaks shall be at the discretion of the Transit Supervisor.
- 13.03 In the event of a reduction of hours of work per day or per week or of days of work per week, which is not equally applicable to all full time employees, such reduction will be allocated on the basis of seniority.
- 13.04 Hours of work for part time employees will not exceed twenty-four (24) hours per week unless filling in for a full time or other part time employee absent due to sickness, injury or holidays.

- 13.05 The normal hours of work for Saturday shall be from 8:30 a.m. – 4:30 p.m. and from 8:30 a.m. – 4:30 p.m. on Sunday. The scheduling of lunch breaks, up to one (1) hour in duration, shall be at the discretion of the Transit Supervisor. An employee shall have the option of taking a thirty (30) minute unpaid lunch break if it is determined that the work day will end no later than 4:00 p.m., based on mutual agreement with the Supervisor.
- 13.06 The Corporation recognizes the need for maintenance of full and part time employee qualifications and may provide the opportunity for such employees to attend training courses. An employee on a training course shall be paid their normal rate for a normal day only. No compensation shall be given for traveling time outside of normal working hours in order to attend training courses.

ARTICLE 14 - OVERTIME

It is acknowledged that the business of the Corporation is of a continuing nature and that, due to the nature of its operations; the Corporation may require employees to work overtime. Payment for authorized overtime shall be in accordance with the following provisions:

- 14.01 An employee who works overtime shall be paid at the rate of time and one-half for all authorized work in excess of forty-two (42) hours per week. Part time employees will receive overtime for each fifteen (15) minutes worked after twenty-four (24) hours providing the part time employee(s) are not filling in for full time employee(s) as per Article 13.04.
- 14.02 Overtime will be calculated within the nearest fifteen (15) minutes worked in excess of a regular shift subject to Clause 14.01.
- 14.03 The Corporation will endeavour to provide a minimum of twenty-four (24) hours notice for pre-arranged overtime.
- 14.04 Unless the employee has been notified twenty-four (24) hours in advance not to report for work, a full time employee reporting for work at his scheduled starting time shall be provided with a minimum of three (3) hours work or pay in lieu thereof, and a part time employee reporting for work at his scheduled starting time shall be provided with a minimum of three (3) hours work or pay in lieu thereof.
- 14.05 The Corporation will attempt to ensure, consistent with the operation of the Parallel Transit that equitable distribution of all authorized overtime will be allocated between full time and part time drivers in the Department. Overtime shall be distributed and recorded separately between full time and part time drivers. Such records shall be provided to the Union in January and July each year. It is further agreed that the full time employees recognize their responsibility to work overtime when requested unless the full time employee satisfies the Corporation that he has unavoidable reasons for not reporting for overtime work. Consistent refusal to accept overtime work can subject the full time employee involved to disciplinary action.

ARTICLE 15 - MINIMUM CALL OUT

- 15.01 When an employee is called from his or her home for authorized work, a minimum of three (3) hours for full time and part time employees at straight time shall be paid except when the time worked extends into his or her regular shift hours. This three (3) hours for full time employees and part time employees minimum at straight time, or the actual time worked at the appropriate premium rates, whichever is greater, will be paid.
- 15.02 On call duty is defined as that duty performed by qualified employees who are required by the Corporation to be readily available for service. Payment of two dollars and fifty cents (\$2.50) per hour effective January 1, 2010 and two dollars and sixty cents (\$2.60) per hour effective January 1, 2011 will be made for authorized on-call duty. On call duty will be apportioned equitably among the full time operators and qualified dispatcher who will be required to make themselves available for on-call duty when required by the Corporation. On call duty shall be assigned on a rotational basis utilizing the seniority list. Full time employees are permitted to have another full time or part time qualified operator or dispatcher assume their scheduled on call duty providing that the Transit Supervisor, or in their absence the Driver Coordinator, has been notified.

ARTICLE 16 - HEALTH AND BENEFIT PLANS

- 16.00 (a) The Corporation agrees to pay for full time employees after thirty (30) days and eligible dependents one hundred percent (100%) of the premium for benefits as currently and more particularly described in the Plan booklet with a \$10/\$20 deductible for:
- Vision Care (every 24 months) \$380.00 effective January 1, 2010; \$390.00 January 1, 2011.
 - Private Hospitalization
 - Paramedical – Effective January 1, 2010 \$445.00; January 1, 2011 \$465.00 per individual per benefit year per practitioner, maximum of \$50.00 per visit effective January 1, 2010 and \$55.00 per visit effective January 1, 2011. Coverage commences from the first dollar.
 - Nursing Care - \$5,000.00 per individual per benefit year
 - Hearing Aids - \$400.00 per individual in each 5 year period

The Corporation agrees to pay for full time employees and probationary employees after thirty (30) days and eligible dependents one hundred percent (100%) of the premium for a zero deductible for Pay Direct Drug Cards for prescription drugs, with a maximum dispensing fee of \$8.50.

- (b) The Corporation agrees to pay for full time employees and probationary employees after thirty (30) days and eligible dependents one hundred percent (100%) of the premium for Dental Basic Restorative at one hundred percent (100%) co-insurance.

The following benefits for full time employees and eligible dependents will be a fifty percent (50%) co-insurance level, between the insurance company and the full time employee for a Dental Plan with an orthodontic rider.

- Periodontics, Endodontics, caps and crowns, full or partial dentures
Maximum amount is \$2,000.00 annually.
- Orthodontics \$1,500.00 per dependent (up to age 21) lifetime maximum.

The above will be based on the Ontario Dental Association Fee schedule for the preceding year updated annually on January 1st.

(c) The Corporation agrees to pay one hundred (100) percent of the premiums for a Long Term Disability Plan paying seventy percent (70%) (*) of gross regular pay to a maximum of three thousand two hundred dollars (\$3,200.00) per month commencing after a waiting period of six (6) months. Premiums for the Benefit Plans as outlined in clause 16:00 (a), (b) and (c) will be paid by the Corporation for the first eighteen (18) months while the employee is on Long Term Disability.

(*) O.M.E.R.S. disability payment is included in seventy (70) percent, if applicable.

(d) The Corporation agrees to pay the Employer Health Tax.

(e) The Corporation shall pay 100% of the premium cost of life insurance based on Group Life Insurance coverage at 1.5 times base salary. Optional insurance is available at the full-time employee's cost. For details of these plans, refer to the booklet supplied by the Carrier.

(f) In addition to the Canada Pension Plan, every full time employee shall join the Ontario Municipal Employee's Retirement System. The Corporation and the Employees shall make contributions in accordance with the provisions of the plan.

(g) The Corporation will provide an employer paid Employee Assistance Plan.

(h) Part time employees are eligible on a voluntary basis for inclusion in the OMERS pension plan as per OMERS requirements.

Note: Part time employees will receive a nine and one half percent (9.5%) premium in lieu of benefits effective January 1, 2010 and a ten percent (10%) premium effective January 1, 2011. This premium will be paid on a bi-weekly basis and based on the employee's regular rate of pay.

ARTICLE 17 - RECOGNIZED HOLIDAYS

17.01 A full time employee shall receive for the following holidays an allowance of pay based on the number of hours, which would be normally scheduled for the employee to work on the day on which the specific holiday falls:

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

The foregoing holidays will be observed on days designated by the City of Stratford.

- 17.02 To be entitled to holiday pay as specified in 17.01, an employee must be paid the regularly scheduled workday immediately preceding or immediately succeeding the holiday unless excused by Management.
- 17.03 If one of the paid holidays as provided in 17.01 falls during an employee's vacation, the Corporation shall give such full time employee an extra day's vacation on the basis of an eight (8) hour day off with pay.
- 17.04 Part time and temporary employees are entitled to designated holidays with pay except when he or she:
- a) is employed for less than three (3) months;
 - b) having agreed to work on a designated holiday does not report for and perform the work without reasonable cause;
 - c) fails to work the scheduled shift preceding or following the designated holiday.

The rate of pay of a part time and temporary employee that is entitled to a designated holiday is calculated by dividing the total amount of regular wage and vacation payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred by twenty (20). Such payment shall not exceed eight (8) hours pay for any one designated holiday.

- 17.05 Should part time and temporary employees work on any day observed as a holiday, they shall receive regular basic pay for the day if eligible for pay under Article 17.04 plus one and one-half (1½) times the basic hourly rate for time worked on that day.

ARTICLE 18 - VACATION

- 18.01 Annual vacations will be taken at times consistent with the efficient operation of the Corporation and every effort will be made to arrange such vacations for the convenience of the employees. A vacation sheet will be posted for employees' selections by April 1st, for completion and removal by April 30th. Seniority shall be the basis for allocation of conflicting vacation choices between two or more employees. Unless Management grants special permission, vacation periods shall not exceed two (2) weeks at any one time.
- 18.02 For the purpose of calculating vacation allowance, the period during which credit will be established will be calculated from the employee's original date of hire with the Corporation.
- Those employees who were employed in a part time capacity effective February 16, 2005, the date the City of Stratford took over the Parallel Transit Operation, and subsequently hired to a full time Transit position, shall be given credit for their part time service between the takeover date to their hire date as a full time employee for the sole purpose of calculating vacation entitlement.
- 18.03 A full time employee shall receive an annual vacation on the following basis:
- (a) An employee not having a year of service prior to the commencement of the vacation period shall be allowed a vacation credit of one (1) working day per month up to a maximum of ten (10) working days.

- (b) An employee with one (1) year or more of continuous service in the current year will be entitled to ten (10) working days vacation in accordance with Article 18.02.
- (c) An employee with three (3) or more years of continuous service in the current year, will be entitled to fifteen (15) working days vacation in accordance with Article 18.02.
- (d) An employee with nine (9) or more years of continuous service in the current year will be entitled to twenty (20) working days vacation in accordance with Article 18.02.
- (e) An employee with fourteen (14) or more years of continuous service in the current year will be entitled to twenty-five (25) working days vacation in accordance with Article 18.02.
- (f) An employee with twenty-three (23) or more years of continuous service in the current year will be entitled to thirty (30) working days vacation in accordance with Article 18.02.

18.04 In the event of an employee's termination, retirement or resignation, the Corporation shall pay out all monies owing to such employee within thirty (30) days.

18.05 Temporary and part time employees shall be entitled to vacation allowance in accordance with the Employment Standards Act of Ontario but in no case shall it be lower than four percent (4%) of total earnings.

ARTICLE 19 - SICK LEAVE - WORKPLACE SAFETY AND INSURANCE BOARD - MATERNITY/PARENTAL/ADOPTION LEAVE

- 19.01 (a) All probationary and regular full time employees will accrue sick leave credits at the rate of one (1) day per calendar month (twelve (12) days per calendar year effective March 1, 2002) of completed Corporation service. Maximum accumulation is eighty (80) days. After the employee reached the maximum of eighty (80) day accumulation, in January of each year regular full time employees are allowed to be reimbursed for fifty percent (50%) of their unused sick leave credits for the previous year to a maximum of six (6) days pay at their regular hourly rate of pay.
- (b) All probationary and regular part time employees will accrue sick leave credits at the rate of twenty-one (21) hours per calendar year of completed Corporation service. These sick leave credits are non-accumulative and are not subject to the provisions of Article 19.01 (a).
- 19.02 (a) When an employee is off work due to an accident occurring while performing his duties on behalf of the Corporation and the accident is covered by the Workplace Safety and Insurance Board, the employee shall receive payment in accordance with Workplace Safety and Insurance Board coverage.
- (b) If the employee has not received compensation payments from the Workplace Safety and Insurance Board for work related injury or illness, the Corporation

agrees to advance employees an advance of up to eighty five percent (85%) of net pay starting the second scheduled pay after the incident, provided the employee has available sick time and/or vacation days available. The advance will be conditional upon the employee signing an agreement to repay the advance in full upon receipt of the W.S.I.B. benefit.

- 19.03 The Employer agrees to provide to the employee, copies of incident reports, Employers' Report of Injury (Form 7) and Functional Abilities Forms.
- 19.04 Maternity/Parental/Adoption leave shall be granted according to the Employment Standards Act of Ontario.
- 19.05 A doctor's certificate may be requested by the Corporation for absence due to sickness or injury. The cost of the medical note or letter shall be at the Employer's expense.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01 Full time or part time employees will be allowed up to five (5) consecutive working days leave of absence with pay in the event of death of his/her spouse, common law or same sex partner, parents and children during the period commencing with the date of the death and ending with the first day after the day of the funeral. Such leave of absence shall be for the purpose of making the arrangements for and/or attending the funeral.

Definition of Spouse: The Corporation will recognize a common-law spouse who is residing with a full time or part time employee in a common-law relationship one (1) year following notification to the Corporation by the employee.

- 20.02 Full time or part time employees will be allowed up to three (3) consecutive working days' leave of absence with pay in the event of the death of his/her sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law and parent-in-law during the period commencing with the date of the death and ending with the first day after the day of the funeral. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.
- 20.03 Full time or part time employees will be allowed one (1) working day leave of absence with pay in the event of the death of a brother-in-law, sister-in-law, grandparents-in-law, aunt or uncle for the purpose of attending the funeral.
- 20.04 Employees required to perform pall bearer duties will be granted ½ day leave of absence with pay.
- 20.05 Additional paid bereavement leave appropriate to the circumstances may be granted with management approval.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Leaves of absence require the written permission of the Corporation, and applications for leave of absence must be submitted in writing one (1) week in advance to ensure consideration. Such leave of absence, without pay, will be granted consistent with the efficient operation of the Corporation. Benefits will be paid up to the end of the month in which the leave starts. Benefit coverage will re-commence the first day of the month of return from the leave. This article excludes Union Leave as per Article 21.02 and Incarceration.
- 21.02 Upon written request from the Union and consistent with efficient operation of the Corporation, the Corporation shall grant a leave of absence without pay and without loss of Corporation Service to not more than one (1) employee at any one time for the purpose of attending Union Conventions and Conferences, provided the total period of absence for all employees shall not exceed five (5) working days in any calendar year.

ARTICLE 22 – JURY DUTY

- 22.01 Leave of absence with pay will be granted to duly subpoenaed regular and part time employees already scheduled, called upon to perform jury duties or act as a witness as a direct result of his or her employment, provided the fees paid for such duties (excluding travel and meal expense) are turned over to the Corporation for deposit to the credit of the Corporation. The employees shall present proof of service and amount of pay received.

ARTICLE 23 - SAFETY FOOTWEAR

- 23.01 Effective date of ratification the Corporation will pay one hundred percent (100%) of cost of C.S.A. approved safety footwear up to a maximum of one hundred and fifty (\$150.00) dollars per year effective January 1, 2010 and one hundred and sixty dollars (\$160.00) effective January 1, 2011. Employees will be required to wear safety footwear when directed by the employer.
- 23.02 Employees classified as drivers and dispatchers will be provided with the following clothing:

Maximum allotment every twelve (12) months - replace as needed:

- 4 – shirts
- 2 – trousers
- 2 – walking shorts
- 1 – sweater
- 1 – hat

Every third year – one 3-in-1 jacket.

Uniforms shall be worn by all employees only while on duty and the ownership of uniforms shall be vested in the Corporation. Employees are expected to keep their uniform in a neat, clean and pressed condition at all times and the Corporation reserves the right to call in their old uniforms at any time or when an employee leaves the service of the Corporation.

- 23.03 New employees will be provided with new uniforms.
- 23.04 The employer shall place clothing orders in February and September of each year. Employees shall be required to make requests for replacements during these time frames.

ARTICLE 24 - LICENSES

- 24.01 The Corporation agrees to pay for the renewal of trade and vehicle operator's licenses and the required medical for those employees who are required to hold such license in their job classification. The requirement for applicable licenses will be determined by the Corporation. Any costs or fees associated with legislative changes to driver license requirements shall be paid by the employer.

ARTICLE 25 - SAFETY

- 25.01 The Corporation and the Union recognize the obligation and responsibility of the Corporation to ensure the establishment and maintenance of safe working conditions and practices and it is further recognized that the employees must abide by all safety rules and regulations as established from time to time.
- 25.02 The Corporation and the Union shall each appoint one (1) representative for the purposes of discussing work place safety issues.
- 25.03 The Corporation agrees to pay for and supply all necessary training for all employees to acquire First Aid and CPR certification.
- 25.04 Inclement Weather – When, in the opinion of Management, normal work of a non-emergency nature cannot be continued during regular working hours by reason of unduly adverse weather conditions, all reasonable steps will be taken to provide alternate work for all shifts concerned.

ARTICLE 26 - COMMITTEES

- 26.01 The Union shall appoint a Steward who shall be an employee other than a probationary employee of the Corporation, who shall be recognized in all matters pertaining to employer-employee relations.
- 26.02 (a) The Negotiating Committee shall be composed of one (1) Bargaining Unit member and the Local Union Business Representative and/or International Representative shall also be in attendance for such meetings.
- (b) The Corporation will pay the member of the Negotiating Committee his regular hourly rate for time away from his scheduled work while engaged in the negotiation of a Collective Agreement with the Corporation, up to but not including meetings with conciliation services or mediation officers.

- 26.03 The Union Steward will not be entitled to leave their work during working hours to deal with Union matters without first obtaining permission from the Manager. Such matters would include the investigation and discussion of grievances, new member sessions and meetings with Management.
- 26.04 The Union will keep the Corporation notified in writing of the name of the Steward, effective date of this appointment and mailing address.
- 26.05 Time required in meetings with Management concerning a grievance up to but excluding notification of intent to proceed to arbitration shall be considered time worked if it occurs during normal working hours.
- 26.06 The Corporation shall supply a bulletin board for the purpose of posting notices pertaining to work issues. The Supervisor shall utilize this board as a means of communication to all employees.

ARTICLE 27 - WAGE RATES AND PROGRESSION SCHEDULES

- 27.01 The wage rates, progression schedules and classifications of employees covered by this agreement shall be those shown in Appendix "A" attached hereto and forming an integral part of this Agreement for payroll purposes.
- 27.02 Employees on progression shall normally be progressed in accordance with the schedule. However, if any employee fails to make satisfactory progress, his/her advancement will be withheld for a period of four (4) months. When progression is withheld, Management shall give one (1) month's notice to the employee and reason for withholding routine progression. At the next routine progression date his/her general performance will be reviewed, and if found satisfactory, he/she shall be granted routine progression. A review will be made mid-way through the next progression period, and if the employees' general performance is found to be satisfactory, a further progression may be granted, thus re-establishing his normal progression status.
- 27.03 Employees covered by this Agreement shall have their wages paid on a bi-weekly basis before end of shift on Wednesday of that pay week. Pay stubs shall be provided in a sealed envelope.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 This agreement shall come into effect as of the 1st day of January 2010 and shall remain in effect until December 31st, 2011, and thereafter from year to year unless either party gives notice in writing not more than ninety (90) days or less than sixty (60) days prior to the expiration date of its desire to negotiate amendments to this Agreement.

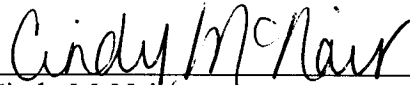
28.02 Following notice of termination or request for amendment and during negotiations or discussions upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until a satisfactory settlement has been reached, or until conciliation procedures, required by law, have been completed, whichever should first occur.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

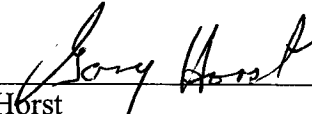
this 28th, day of June, 2010 A.D. at Stratford.

FOR THE CORPORATION

FOR THE UNION




Cindy McNair
Deputy C.A.O./Director of Human
Resources




Gary Horst
IBEW Steward



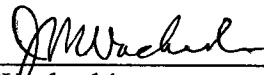
Daniel B. Mathieson
Mayor



Tracy O'Meara
Business Representative



Joan Thomson
City Clerk



J.R. Wacheski
Business Manager/Financial Secretary

APPENDIX "A" - CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATION

		Start	4 Months	8 Months	12 Months
Driver Coordinator	Jan. 1/10	\$17.04	18.06	19.05	20.09
	Jan. 1/11	\$17.42	18.46	19.47	20.54
Full Time Operator	Jan. 1/10	\$15.68	16.59	17.48	18.40
	Jan. 1/11	\$15.99	16.92	17.83	18.77
Part Time Operator	Jan. 1/10	\$15.68	16.59		
	Jan. 1/11	\$15.99	16.92		
Dispatcher/ Operations Clerk	Jan. 1/10	\$12.69	13.41	14.15	14.87
	Jan. 1/11	\$12.94	13.68	14.43	15.17

NOTES:

Part time Operators will be paid at the 4 month rate of pay after two hundred and forty (240) hours worked.

Part time Operators filling in for full time drive Operators shall be paid at the twelve (12) month full time Operator rate.

When a part time driver is hired as a full time driver, they shall immediately be paid the twelve (12) month full time driver rate outlined in Appendix A.

An employee who is appointed Lead Hand by the Supervisor shall receive a lead hand premium of one dollar and twenty cents (\$1.20) per hour retroactive to January 1st, 2010 and one dollar and twenty-five cents (\$1.25) per hour effective January 1st, 2011. Premium to be paid when the Driver Coordinator is absent from work.

Employees assigned to train new employees shall receive the lead hand premium for all training hours.