

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

**BETWEEN**

**THE CORPORATION  
OF THE CITY OF STRATFORD**

**COMMUNITY SERVICES – TRANSIT DIVISION  
FULL TIME AND PART TIME EMPLOYEES**

**AND**

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

**May 1, 2010 – April 30, 2011**

Expiry Date: April 30<sup>th</sup>, 2011

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**THIS AGREEMENT MADE  
BETWEEN  
THE CORPORATION  
OF THE CITY OF STRATFORD  
(Hereinafter called the "Corporation")**

**- and -**

**LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, A.F. OF L., C.I.O., C.L.C.  
(Hereinafter called the "Union")**

**ARTICLE 1 – MANAGEMENT RIGHTS**

1.01 The Union acknowledges that the Corporation has and shall maintain the exclusive right to manage its business and direct its operations in all matters, which are not specifically restricted by the terms of this Collective Agreement.

**ARTICLE 2 – RECOGNITION**

2.01 The Corporation recognizes the Union as the exclusive bargaining agent of all employees of the Corporation in its Transportation Department save and except foremen, persons above the rank of foremen, office and sales staff, students employed during the school vacation period and students employed in a co-operative training basis.

2.02 The Corporation will arrange for bulletin board(s) at such location(s) as mutually agreed between the parties. The bulletin board(s) may be used by the Union for posting notices. There shall be no general distribution of posting of any other notices of any kind upon Corporation property other than as herein provided.

**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) days of hiring and shall maintain such membership.

3.03 Employees shall be entitled to have access to their personnel files. The Corporation agrees to supply the information within five (5) working days of the employee's request.

3.04 The Union will be supplied with the name and address of Union employees once per year.

3.05 Both the Corporation 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.

3.06 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.

3.07 The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles 3 and 4 of this Agreement. On commencing employment, the Director of Human Resources or designate shall issue the employee a copy of the current Collective Agreement.

The Union Steward or designate will have an opportunity to interview new employees within the first fifteen (15) working days of employment, to explain about the Union. Such time will not exceed one-half (1/2) hour. The time and date of the meeting will be mutually agreed upon by the Corporation and the Union.

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 instructions during training.

3.09 Contracting Out:

The parties recognize that the Corporation has the right to contract out work. However, the Corporation will not contract out work at the expense of any Employee falling within the scope of this Agreement so as to have the affect of depriving employees so covered by this Agreement of their employment.

#### **ARTICLE 4 – DEDUCTIONS OF DUES**

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 employer 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 (10<sup>th</sup>) 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 an employee has established with the Corporation and shall accrue from the date the employee last entered the employ of the Corporation.
- 5.02 Temporary and probationary employees shall not accumulate Seniority except that an employee shall be granted Seniority for the period served as a temporary/probationary employee in accordance with the provisions of Article 6.

Those employees who were employed in a part time capacity effective October 1, 2000 and subsequently hired to a full time Transit position, shall be given credit for their part time service between October 1st, 2000 to their hire date as a full time employee for the sole purpose of calculating vacation entitlement.

- 5.03 An employee shall lose Seniority and the employee's name removed from the records if:
- (a) quits voluntarily
  - (b) is discharged for just cause subject to being reinstated through 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 within the specified time limit in this clause.

- (f) is absent for three (3) 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 18 months.
  - (h) is absent due to occupational illness or injury for a period exceeding 24 consecutive months.
- 5.04 An employee shall maintain Seniority 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 period of six (6) calendar months while on sick leave, plus a further twelve (12) months while on Long Term Disability.
- 5.05 The Corporation will compile Seniority lists every twelve (12) months. These lists will be posted on specified bulletin boards in January of each year, and copies will be forwarded to the Business Manager of the Union.
- 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 Temporary employees are those employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve full time employees because of illness, or to work during vacation periods. Temporary employees may be hired for a period of time up to twelve (12) months to replace employees absent for pregnancy, parental and/or adoption leave provisions as per the Employment Standards Act of Ontario. If the temporary position is to exceed eighty (80) working days, the position shall be posted in accordance with the job posting provisions outlined under Article 7.04. The duration of a temporary vacancy may be extended beyond eighty (80) working days by mutual agreement between the parties.
- 6.02 Probationary part time employees are those employees who are hired with the understanding that they will become part time employees provided that during the probationary period of twelve (12) months or seven hundred and fifty (750) hours the Corporation determines that they have demonstrated the required level of skill, ability and qualifications. The Corporation's determination shall not be the subject of a grievance. Such determination shall not be made by the employer in an arbitrary, discriminatory or bad faith manner.

- 6.03 Probationary employees are those employees who are hired with the understanding that they will become full time employees provided that during the probationary period of one hundred (100) working days they exhibit the required qualifications and abilities as determined by the Corporation.
- 6.04 Part time employees are those employees who have successfully completed the requirements of Article 6, Clause 6.02. Categorization as a part time employee does not imply a Corporation obligation to provide continuous employment.
- 6.05 Employees reclassified from "Temporary" to "Probationary" will receive credit in the latter category for service as a temporary employee. Combined services in the two categories will not exceed the time worked as a temporary employee.
- 6.06 The services of part time employees hired under the provisions of Article 6, Clause 6.02 may be terminated by the Corporation at any time during the first twelve (12) months, or seven hundred and fifty (750) hours of employment, whichever comes first.
- 6.07 Full time employees are those employees who have successfully completed the requirements of Article 6, Clause 6.01, 6.03 or 6.05. Categorization as a Full time employee does not imply a Corporation obligation to provide continuous employment.
- 6.08 Definition of a part time employee means an employee who has successfully completed his probationary period and works on a part time basis for less than twenty-four (24) hours per week, or as agreed by the Letter of Understanding #2.
- 6.09 The services of employees hired under the provisions of Article 6, Clause 6.01, 6.03 or 6.05 may be terminated by the Corporation at any time. The termination of employment, lay-off or discipline of an employee without seniority is not arbitrable.

## **ARTICLE 7 – JOB POSTING AND PROMOTION**

- 7.01 When promoting or demoting 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 current hourly rate.
- 7.03 Temporary transfers shall not exceed thirty (30) working days. 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 the employee's 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 the position shall be posted on specified bulletin boards for a period of seven (7) working days. The posting shall include the nature of such vacancy and the rate of pay for the job.

A full time employee including interested part time employees may make written application to fill the vacancy or position within the seven (7) day period referred to herein. In cases where there does not appear to be any substantial differences in qualifications and ability to perform the job, seniority shall govern, subject to the requirement of appointing full time employees before appointing part time employees.

When filling any vacancy, the Corporation shall first consider applicants from this agreement in accordance with the job posting provisions listed above. If a successful applicant is not found, the Corporation shall then consider applicants from the Parallel Transit Collective Agreement.

If at the end of the posting period, a successful candidate has not been found from either the City Transit or the Parallel Transit bargaining unit employees, then the Corporation will proceed to hire an employee from outside of either bargaining units.

An employee selected as a result of a job posting shall not apply for any subsequent posting for twelve (12) calendar months from date of selection.

Following selection for the vacancy the Corporation will post the name of the successful applicant on specified bulletin boards within fourteen (14) days.

Only if no full time employee is appointed to fill the vacancy from this bargaining unit, then the Corporation shall appoint the most senior part time applicant, providing they possess the required skill, ability, and qualifications to fill the job.

- 7.05 If an existing employee is a successful applicant, that employee shall be placed in such position on a trial basis for a period of not less than ten (10) working days and not more than thirty (30) working days. The opportunity to revert to the former position shall remain open during this trial period.

## **ARTICLE 8 – LAYOFF AND RECALL**

- 8.01 If business conditions necessitate a reduction of staff 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, however, this does not exempt the employer from their obligation to pay severance/termination pay in accordance with the Employment Standards Act of Ontario.
- 8.04 Employees on layoff who are recalled, shall receive notice of recall by seniority 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 Corporation 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:

Step 1 An employee who has a grievance shall first present same verbally to his immediate supervisor within seven (7) working days of the occurrence which has given rise to the grievance. He may do this with or without his Union Steward.

Step 2 If the grievance is not satisfactorily settled within three (3) working days, a written grievance, signed by the employee describing the specific reason(s) for the grievance, shall be presented to his immediate Supervisor by the Steward and the grievor within an additional three (3) working days. The immediate Supervisor will render his decision to the Steward in writing within two (2) working days of receipt of the written grievance.

Step 3 If the decision of the immediate supervisor is not satisfactory the Steward and the Grievor shall, within three (3) working days of receipt of the decision in Step 2, refer the grievance in writing stipulating the Article(s) of the Collective Agreement which is (are) claimed to have been violated, to the Director of Community Services or designate. The Director of Community Services or designate will meet with the Steward and Grievor to discuss the grievance and will render his decision in writing to the Steward within five (5) working days after receipt of the grievance.

Step 4 If the decision of the Director of Community Services or designate is not satisfactory, the Union Grievance Committee 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 Grievance Committee, and Grievor(s) to discuss the grievance, and will render his decision in writing to the Business Representative within ten (10) working days after receipt of the grievance.

- 9.02 A grievance arising directly between the Corporation and the Union involving the interpretation or alleged violation of this Agreement may be submitted in writing by either party within thirty (30) calendar days of the incident giving rise to the grievances. In the case of a Union grievance the grievance procedure shall commence with Step 4. In the case of a Corporation grievance the matter will be submitted to the Union and, failing settlement within five (5) working days thereafter, may be referred to arbitration as hereinafter provided. It is expressly understood that the provision of Clause 9.02 may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thereby be by-passed.
- 9.03 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 provision of Article 10 of this Agreement.
- 9.04 The time limits set out in the above sections and in Article 10 of the Agreement are mandatory and shall be observed by the parties of this Agreement provided, however, that 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 disposed of or withdrawn.
- 9.05 Time Limits - Working days are defined as Monday through Friday inclusive – 08:30 Hours to 16:30 Hours.
- 9.06 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.

## **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 9.03 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 may 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, regulations, policies or procedures necessary or advisable for the orderly and efficient conduct of its business, provided that a claim that an employee has been disciplined or discharged without just cause or in a discriminatory manner, may be the subject of a grievance.
- 11.02 At meetings where disciplinary matters are discussed, or an employee's work performance is discussed (does not include an Employee's annual Performance Appraisal) a Union Representative will be present upon the request of the Employee or the Corporation.
- 11.03 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.
- 11.04 (a) An employee who is discharged may file a grievance at Step 4 of the grievance procedure.
- (b) An employee who is suspended may file a grievance at Step 3 of the grievance procedure.

- 11.05 All letters of discipline for just cause, including written warnings, suspensions and discharge shall be automatically removed from the employee's personnel file twenty-four (24) months from the date of the incident, provided there is not a similar incident which has occurred in the twenty-four (24) month period.

## **ARTICLE 12 – LOCKOUTS AND STRIKES**

- 12.01 Both parties agree there shall be no strikes or lockouts so long as this Agreement continues to operate. The definition of a strike or lockout and the continuation of the Collective Agreement is as stipulated in the Ontario Labour Relations Act for Ontario as amended.

## **ARTICLE 13 – HOURS OF WORK**

The following sections 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.

### **PART TIME**

- 13.01 Working hours shall be determined by schedules established by Management and be posted on a biweekly basis.
- 13.02 Training Courses - The Corporation recognizes the need for maintenance of part time employee qualifications and may provide the opportunity for an employee to attend training courses. An employee on a training course shall be paid his normal rate for a normal work day only. No compensation shall be given for traveling time outside of normal working hours in order to attend training courses.
- 13.03 Shift Premium – Employees shall receive their base rate of pay plus a shift premium of:  
\$ 1.20 per hour on all hours worked on the afternoon shift effective May 1, 2010.
- 13.04 Employees shall be entitled to one (1) thirty (30) minute paid break for each shift.
- 13.05 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.

### **FULL TIME**

- 13.06 Working hours shall be determined by schedules established by Management and be posted on a biweekly basis. There shall be no changes to the hours of work without prior consultation with a Union appointed committee. This consultation meeting shall take place no less than thirty (30) days prior to any proposed changes.

13.07 A normal work week for Drivers shall consist of five working days between Monday and Saturday to a maximum of forty one and one half hours (41.5) per week as follows:

\*5:15 a.m. – 2:00 p.m. Monday - Friday (Assigned Lead hand)  
\*5:30 a.m. – 2:00 p.m. Monday - Friday  
\*1:30 p.m. – 10:00 p.m. Monday - Friday  
5:15 a.m. – 1:00 p.m. Saturday (Assigned Lead hand)  
5:30 a.m. – 1:00 p.m. Saturday  
1:00 p.m. – 8:00 p.m. Saturday

\* Day shift may end at 1:30 p.m.

\* Afternoon shift may commence at 2:00 p.m.

A normal work week for Mechanics shall consist of five working days between Monday and Saturday to a maximum of forty hours (40.0) per week as follows:

10:00 a.m. – 6:00 p.m. Monday  
7:30 a.m. – 3:30 p.m. Tuesday - Friday  
8:00 a.m. – 4:00 p.m. Saturday  
2:00 p.m. – 10:00 p.m. Tuesday - Friday

A normal work week for Maintenance Worker shall consist of five working days between Sunday and Saturday to a maximum of forty hours (40.0) per week as follows:

7:00 a.m. – 3:00 p.m. Monday - Saturday  
7:00 p.m. – 3:00 a.m. Sunday – Friday  
10:00 p.m. – 6:00 a.m. Sunday – Friday

The Maintenance Worker shall be provided with at least thirty (30) days' notice prior to any change to their work schedule.

13.08 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.

13.09 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.

13.10 Training Courses - The Corporation recognizes the need for maintenance of full time employee qualifications and may provide the opportunity for a full time employee to attend training courses. An employee on a training course shall be paid their normal rate for a normal work day only. No compensation shall be given for traveling time outside of normal working hours in order to attend training courses.

13.11 Shift Premium – Employees shall receive their base rate of pay plus a shift premium of: \$ 1.20 per hour on all hours worked on the afternoon shift effective May 1, 2010.

13.12 The process for request for time off and/or shift change is attached in Appendix C.

13.13 Transit drivers shall sign each of their quarterly shifts on an annual basis by seniority, (i.e. January – March, April – June, July – September and October – December). The signing of shifts shall take place between November 1<sup>st</sup>–15<sup>th</sup> each year. The assigned day shift hours available shall work a rotation of two (2) weeks of days and one (1) week of afternoons. The remaining positions shall be scheduled based on two (2) weeks of afternoon shifts and one (1) week of day shift. The employee's assigned day off shall be scheduled on a consecutive rotational basis. This will be in effect November 1<sup>st</sup>, 2008. The employer shall ensure that the 2:1 ratio is maintained at all times.

13.14 Employees shall be entitled to one (1) thirty (30) minute paid break for each shift.

## **ARTICLE 14 – OVERTIME**

### **PART TIME**

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 part time employees to work overtime. Payment for authorized overtime work shall be in accordance with Clause 14.01

14.01 Time and one-half will be paid for all authorized work performed outside the normal work week exceeding forty-one and one half (41.5) hours per week. Double time will be paid for authorized work performed on a regular day off, if total weekly hours exceed forty-one and one half (41.5) hours.

14.02 Overtime pay will be calculated for time worked in excess of a regular shift subject to Clause 14.01.

### **FULL TIME**

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 full time employees to work overtime. Payment for authorized overtime work shall be in accordance with Clause 14.03

14.03 Time and one-half will be paid for all authorized work performed outside the normal work week exceeding forty-one and one half hours (41.5) per week (excluding garage employees.) Double time will be paid for authorized work performed on a regular day off. Garage employees may request at the time overtime is worked, that such time be accumulated at the overtime rate up to a maximum of forty (40) hours total accumulation per year. Such accumulated time off must be taken by November 1<sup>st</sup> of each year and be subject to Supervisor approval. Any accumulated time not taken off by November 1<sup>st</sup> shall be paid by November 30<sup>th</sup>.

14.04 Overtime pay will be calculated for time worked in excess of a regular shift subject to Clause 14.03.

- 14.05 The Corporation will attempt to ensure, consistent with the operation of the Transportation Department that equitable distribution of all authorized overtime will be allocated between employees in the Department. 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.
- 14.06 Posted schedules of hours of work for the full time employee will not be reduced as a direct result of overtime worked during the schedule period.
- 14.07 Overtime opportunities shall be distributed to full time employees prior to part time employees. The procedure for distributing overtime is outlined in the lead hand policy manual.

## **ARTICLE 15 – MINIMUM CALL-OUT and REPORTING PAY**

### **PART TIME**

- 15.01 When a part time employee is called from his home for authorized work, a minimum of two (2) hours at the straight time rate shall be paid.
- (a) For any shift that a part time employee is required to work that is less than two (2) hours in duration, they shall be paid a minimum of two (2) hours at the straight time rate. The employer will make every reasonable effort to rotate the breaks and school runs on an equitable basis.
- 15.02 A part time employee who reports for work for which they are scheduled, but for whom no work is available, shall be paid a minimum of two (2) hours time at their regular rate of pay, or offered alternate work.

### **FULL TIME**

- 15.03 When a full time employee is called from their home for authorized work, a minimum of three (3) hours at the straight time rate shall be paid except when the time worked extends into their regular shift hours. This three (3) hours minimum at straight time, or at actual time worked at the appropriate premium rates, whichever is greater, will be paid.
- (a) For any shift that a full time employee is required to work that is less than three (3) hours in duration, they shall be paid a minimum of three (3) hours at the straight time rate. The employer will make every reasonable effort to rotate the breaks and school runs on an equitable basis.
- 15.04 A full time employee reporting for work at his/her scheduled starting time and for whom there is no work available in his/her classification, and if not reassigned other work, shall be paid fifty percent (50%) of the hours scheduled.

## **ARTICLE 16 – GROUP INSURANCE AND PENSION BENEFITS**

### **PART TIME**

- 16.01 Parties agree that a nine and one half percent (9.5%) premium in lieu of benefits effective May 1<sup>st</sup>, 2010 shall be applied to the part time employee's regular hourly rate of pay. This premium will be paid on a bi-weekly basis. This benefit is payable to all part time employees as per Article 6.04.
- 16.02 Part time employees are eligible on a voluntary basis for inclusion in the OMERS pension plan as per OMERS requirements.

### **FULL TIME**

- 16.03 (a) 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 benefits as currently and more particularly described in the Plan booklet with a \$10/\$20 deductible for:

- Vision Care (every 24 months) \$380.00 May 1, 2010.
- Private Hospitalization
- Paramedical – Effective May 1, 2010 \$445.00 per individual per benefit year per practitioner, maximum of \$50.00 per visit effective May 1, 2010. Coverage commences from the first dollar.
- Nursing Care - \$5,000.00 per individual per benefit year
- Hearing Aids - \$500.00 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 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 1<sup>st</sup>.

- (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 per month commencing after a waiting period of six (6) months. Premiums for the Benefit Plans as outlined in clause 16:03 (a) and (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 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 continue to offer the existing Employee Assistance Plan with cost-sharing between the full time employee and the Corporation at 50/50 of the plan premium until December 31, 2001. Effective January 1, 2002 100% of the plan costs will be paid by the Corporation.

## **ARTICLE 17 – RECOGNIZED HOLIDAYS**

17.01 Part time employees shall receive for the following holidays an allowance of pay based on the average number of hours worked during the twenty (20) weeks prior to the statutory holiday and in no case less than the employee would be entitled to under the Employment Standards Act of Ontario. The holidays are listed in Article 17.02.

17.02 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
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Family Day		

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

17.03 In addition to the above holidays, each full time employee will be allowed one full day for Easter Monday, one full day for Remembrance Day, one half day for Christmas Eve day, one half day for New Years Eve day. Each full-time employee will be allowed three (3) days per year, on the basis of eight (8) hour day off or eight (8) hours' straight time pay in lieu of these additional days off. Each full time employee will be given an opportunity to indicate, with five (5) days advance notice to the Corporation, the employee's preference for these days off, but the Corporation reserves the right to withhold approval if the employee's absence would unduly disrupt the Corporation's normal routine.

Driver hours will terminate at 6:00 p.m. on Christmas Eve day and New Year's Eve day. When Christmas Eve day and New Year's Eve day fall on a Sunday, the Transit Division is closed. Drivers scheduled for duty on these shifts will be paid for the hours that they would have been normally scheduled.

17.04 To be entitled to holiday pay as specified in 17.02, a full time employee must be paid the regularly scheduled workday immediately preceding or immediately succeeding the holiday unless excused by Management.

17.05 Number of hours which would normally be worked on day on which a recognized holiday falls will be credited as hours worked. Where a recognized holiday falls on a regular day off or on a Sunday, full time employees involved will be allowed a day off on the basis of an eight (8) hour day or eight (8) hours' straight time pay.

17.06 If one of the paid holidays as provided in 17.02 falls in a full time 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 or eight (8) hours' straight time pay.

## **ARTICLE 18 – VACATION**

18.01 Vacation pay for part time employees, to be paid on a bi-weekly basis and will be based on total employment hours accumulated as per the following grid:

1 to 2,250 hours	-	4% of hourly rate
2,251 to 5,250 hours	-	6% of hourly rate
5,251 hours plus	-	8% of hourly rate

All part time employees will be provided with the full time employee vacation schedule after January 2<sup>nd</sup> of each year. Part time employees will be required to provide the employer with planned absences for the current year.

18.02 Annual vacations for full time employees will be taken at times determined by the Corporation consistent with the efficient operation of the Corporation and every effort will be made to arrange such vacations for the convenience of the employees. The Supervisor shall call employees in by order of seniority commencing December 1<sup>st</sup> to schedule vacation selections to be completed by December 15<sup>th</sup>. Seniority

shall be the basis for allocation of conflicting vacation choices between two or more employees when signing between December 1<sup>st</sup> and December 15<sup>th</sup>. Unless special permission is granted by Management, vacation periods shall not exceed two (2) weeks at any one time. The employer shall keep a record of all vacation requests that are denied. In the event that a vacancy is created after December 15<sup>th</sup> due to an employee canceling his/her vacation, the employer shall make the vacation days available, by seniority, to those employees who had vacation denied in that same month. The vacation schedule reflecting vacation signed between December 1<sup>st</sup> and December 15<sup>th</sup> shall be posted in the garage on December 16<sup>th</sup>. Changes or additional vacation requests shall be noted on the posted schedule as they are approved.

Effective December 16<sup>th</sup> vacation requests, submitted in writing, shall be allocated on a first come first serve basis, and shall be approved or denied within ten (10) days of employee submitting the request. Such approval or denial shall be provided to the employee in writing with the reason(s) for any denial.

Employees who do not stipulate their choice by August 31<sup>st</sup>, will be encouraged to do so, or have their vacation period allocated by Management.

Should an employee, while on approved vacation leave, become ill and require medical attention, he/she shall be entitled to reschedule his/her vacation to a future date. The Employee shall be required to provide medical documentation verifying his/her illness in order to receive sick leave payment.

18.03 For the purpose of calculating vacation allowance for full-time employees, the period during which credit will be established will commence on the seniority date. The period in which vacation can be taken will be based on each employee's seniority date.

18.04 A full time employee shall receive an annual vacation on the following basis:

- (a) A full time employee with one (1) year or more of continuous service, will be entitled to ten (10) working days vacation in accordance with Article 18, Clause 18.02.
- (b) A full time employee with three (3) years or more continuous service, will be entitled to fifteen (15) working days vacation in accordance with Article 18, Clause 18.02.
- (c) A full time employee with nine (9) years or more continuous service, will be entitled to twenty (20) working days vacation, in accordance with Article 18, Clause 18.02.
- (d) A full time employee with 14 (fourteen) years or more continuous service, will be entitled to twenty-five (25) working days vacation, in accordance with Article 18, Clause 18.02.

- (e) A full time employee with twenty-three (23) years or more continuous service, will be entitled to thirty (30) working days' vacation in accordance with Article 18, Clause 18.02.

18.05 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.

## **ARTICLE 19 – SICK LEAVE**

19.01 All probationary and full time employees will accrue sick leave credits at the rate of one-and-one-half (1 1/2) days per calendar month of seniority.

A maximum of eighteen (18) days sick leave credits will be accumulated per year. These sick leave credits will be added to any sick leave credits that exist for each full time employee as of date of seniority.

19.02 The maximum sick leave credit will be two hundred and sixty (260) days at one hundred percent (100%).

19.03 During absence from work due to illness a full time employee will receive full pay until credits at one hundred percent (100%) are exhausted after which pay will be automatically reduced to seventy-five percent (75%) until these credits are exhausted but only to a combined maximum of six (6) months sick leave. After six (6) months continuous sick leave, the employee will be paid according to Clause 16.03 (c).

19.04 Sick leave credits are entered on the full time employees' record monthly on the established accumulation date. Sick leave credits will be recorded in hours or in the equivalent number of hours, (e.g. eight (8) hours per day when normal work week is forty (40) hours). Used sick leave will be recorded on the basis of actual number of hours or days or fraction of day paid for time off due to an illness.

19.05 In order to qualify for sick leave benefits, any full time employee absent for one (1) day or more shall report on the first day of illness to the employee's supervisor and if ill for three (3) days or more, or at the request of Management, shall submit to the employee's Supervisor a Doctor's Certificate as to the employee's illness on the day the employee returns to work.

19.06 The Corporation reserves the right to require a medical for any full time employee when such examination is considered necessary at Corporation expense.

19.07 When a full time 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 & Insurance Board, the employee shall receive payment in accordance with Workplace Safety & Insurance Board coverage.

19.08 If the full time employee has not yet received compensation from the Workplace Safety and Insurance Board for a 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 full time employee has available sick time and/or vacation days available. This advance will be conditional upon the full time employee signing an agreement to repay the advance in full upon receipt of the W.S.I.B. benefit. Upon repayment of the advance, employees would be re-credited for said time and/or vacation day.

- 19.09 Maternity/Parental/Adoption leave shall be granted according to the Employment Standards Act of Ontario.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

### **PART TIME**

- 20.01 Part time employees will be paid for any scheduled hours during the five (5) consecutive working days in the event of death of the Employee's spouse, common-law spouse/same sex partner, child, father or mother 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.
- 20.02 Part time employees will be paid for any scheduled hours during the three (3) consecutive working days in the event the death of his 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 Part time employees will be paid for any scheduled hours during the one (1) working day in the event of the death of brother-in-law, sister-in-law, aunt, uncle or grandparents-in-law for the purpose of attending the funeral.
- 20.04 Part time employees required to perform pall bearer duties will be paid for scheduled hours up to ½ day leave of absence with pay.
- 20.05 Additional paid bereavement leave appropriate to the circumstances may be granted with Management approval.

### **FULL TIME**

- 20.06 Full time employees will be allowed up to five (5) working days leave of absence with pay in the event of death of the Employee's spouse, common-law spouse/same sex partner, child, father or mother 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.

- 20.07 Full time employees will be allowed up to three (3) consecutive working days' leave in the event of the death of the employee's 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.
- 20.08 Full time employees will be allowed one (1) working day leave of absence with pay in the event of the death of brother-in-law, sister-in-law, aunt, uncle or grandparents-in-law for the purpose of attending the funeral.
- 20.09 Full time employees required to perform pall bearer duties will be granted ½ day leave of absence with pay.
- 20.10 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.
- 21.02 Benefit coverage for full time employees as per Article 16 will continue until 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 approved Union Leave as per Article 21.03 and Incarceration.
- 21.03 Provided the Employer receives at least five (5) days advance written notice (a condition that may be waived in extenuating circumstances), leaves of absence with pay and without a loss of any seniority or benefits shall be granted upon request to any employee(s) elected or appointed to represent the Union at Union meetings; conferences; conventions; seminars; workshops; or attend to Union business outside of the workplace. The Union agrees to reimburse the Employer for the regular hourly wages that are paid to such employees, the employer share of CPP, EI, WSIB, EHT and OMERS that are paid to such employees-but no burden or levy will be assessed. Such leaves inclusively shall not exceed an accumulated total of fifteen (15) days per calendar year.

#### **ARTICLE 22 – JURY DUTY**

- 22.01 While required to serve on jury duty or subpoenaed as a Crown Witness, an employee will be allowed leave of absence and paid the difference between the

employee's normal pay and compensation for such duty, which shall be verified in writing by the Court Clerk.

## **ARTICLE 23 – CLOTHING**

23.01 The Corporation shall pay the full cost of clothing for employees classified as drivers. The clothing will be ordered annually and allotted using a point system. Replacement of damaged clothing shall be as needed.

<u>ITEM</u>	<u>POINTS</u>
Shirt-Long Sleeve	30 points
Shirt-Short Sleeve	30 points
Golf shirt	25 points
Trousers	25 points
Walking shorts	20 points
Sweater	25 points
Hat	10 points

In addition to the above, drivers shall be supplied one 3 in 1 or winter jacket every third year.

Each Transit Operator shall be allocated 245 points annually. Unused points shall be carried forward to the next year. Management will provide employees with the current point balance in January of each year.

The parties agree that the value of the above points shall not change due to the increased costs, i.e.: 2008 benchmarks shall apply. Clothing orders shall be provided to management by February 15<sup>th</sup> and ordered by March 1<sup>st</sup> of each year.

Uniforms shall be worn by all employees only while on duty and the ownership of uniforms shall be vested in the Corporation. Drivers 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 a driver leaves the service of the Corporation.

23.02 New employees will be provided with new uniforms.

23.03 Full time employees classified as mechanics and mechanic's helper will be provided with the following clothing:

- Coveralls and/or shirt and pants to be supplied at management's discretion.
- Two short sleeved collared shirts annually.
- One winter jacket every other year.

23.04 Replacement of mechanic's personal hand tools, which in Management's opinion are necessary to carry out the Corporation's business, will be made on presentation of the worn or broken article when authorized by Management. Any newly developed mechanic's hand tools which in the opinion of Management would be an asset to

carry out of the Corporation's business, may also be eligible for re-imbusement when authorized by Management.

- 23.05 The Corporation will provide safety footwear allowance of two hundred and twenty five dollars (\$225.00) for classifications required to wear safety footwear, once every contract year, on the understanding that all full time employees required to wear safety footwear must maintain this footwear in acceptable condition and that the allowance will be made on receipt of evidence that approved safety footwear has been purchased.

#### **ARTICLE 24 – LICENCES**

- 24.01 Transit Employees - The Corporation agrees to pay for 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 In accordance with the Ontario Health and Safety Act, the Corporation and the Union recognize that the Corporation has an established Health and Safety Committee with representation from the Transit Division. The Union shall have a minimum of one (1) representative on this committee.

#### **ARTICLE 26 – COMMITTEES**

- 26.01 The Corporation will recognize a Negotiating Committee of two (2) full time employees and one (1) part time employee of the Bargaining Unit and the Business Representative of the Union. The Corporation agrees to recognize the Local Union Business Manager or his appointed Representative and/or an International Representative of the International Brotherhood of Electrical Workers during negotiations. The Corporation agrees that where members of the negotiating committee are required to leave their employment temporarily in order to carry on negotiations, they shall suffer no loss of pay for time so spent for all hours up to but excluding Conciliation.
- 26.02 The Union may appoint, from amongst the employees of the Corporation who have been continuously employed by the Corporation for at least one hundred (100) working days, two (2) full time and one (1) part time employee as stewards for the department. These stewards will be appointed for the purpose of assisting full time

employees in presenting grievances to the Corporation as set forth in this Agreement.

- 26.03 The Union shall keep the Corporation notified in writing of the names of the appointed Steward and the Grievance Committee members and the effective dates of these appointments.
- 26.04 The Corporation will recognize a Grievance Committee consisting of not more than two (2) employees in the Bargaining Unit, the Local Union Business Manager or his appointed Representative and/or an International Representative of the Union. The Local Union Business Representative shall have access to the Corporation premises during working hours after having received permission from Management.
- 26.05 It is agreed that the Stewards and the Grievance Committee members will be required to perform their regular work in order to maintain the efficient operation of the Corporation. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor provided that such permission will not be unreasonably withheld. A Steward or Grievance Committee member who is involved in processing the grievance in the course of the grievance procedure shall be reimbursed by the Corporation for the time so spent during his/her scheduled working hours at his/her normal rate exclusive of any premiums.

## **ARTICLE 27 – WAGE RATES AND PROGRESSION SCHEDULES**

- 27.01 The wage rates, progression schedules and classifications of full time 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 The wage rates, progression schedules and classifications of part time employees covered by this agreement shall be those shown in Appendix "B" attached hereto and forming an integral part of this Agreement for payroll purposes.
- 27.03 Employees on progression shall normally be progressed in accordance with the schedule. However, if any employee fails to make satisfactory progress, his advancement will be withheld for a period of six (6) 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 the employee's general performance will be reviewed, and if found satisfactory, the employee 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 the employee's normal progression status.
- 27.04 If progress and general performance are not found to be satisfactory, the employee shall be transferred to another classification, if available, or dismissed.

## **ARTICLE 28 – RETIREE BENEFITS**

28.01 For full time employees who retire after January 1, 1988 and the full time employee has reached age fifty-five (55) with a minimum of twenty (20) years of service the Corporation agrees to pay to age sixty-five (65);

- (a) 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 May 1, 2010.
  - Private Hospitalization
  - Paramedical – Effective May 1, 2010 \$445.00 per individual per benefit year per practitioner, maximum of \$50.00 per visit effective May 1, 2010. Coverage commences from the first dollar.
  - Nursing Care - \$5,000.00 per individual per benefit year
  - Hearing Aids - \$500.00 per individual in each 5 year period

The Corporation agrees to pay 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 one hundred percent (100%) of the premium for 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, 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 1<sup>st</sup>.

28.02 If a full time employee passes away, the Corporation agrees to carry benefits for the full time employee's spouse's expense subject to:

- Five (5) year maximum on these benefits or age 65, whichever comes first
- Coverage will terminate if the spouse dies or remarries.

28.03 Effective January 1, 2002 the Corporation shall provide a maximum of \$10,000.00 life insurance coverage for retirees.

## **ARTICLE 29 – REBATES**

29.01 It is understood and agreed that additional benefits granted by the Corporation in settlement of the current agreement satisfy the requirements of the refund provisions of the rebate sections of the Unemployment Insurance Sick Leave legislation.

## **ARTICLE 30 – SINGULAR OR MASCULINE**

30.01 Wherever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of the agreement so indicates.

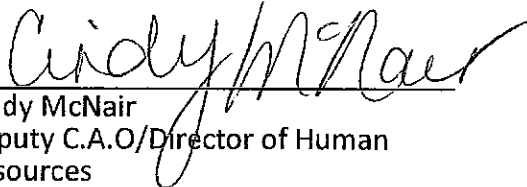
**ARTICLE 31 – DURATION OF AGREEMENT**

31.01 This agreement shall come into effect as of the first (1<sup>st</sup>) day of May 2010 and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April 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 the thirtieth (30) day of April of its desire to negotiate amendments to this Agreement.


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

22<sup>nd</sup> day of NOV, 2010 A.D. at Stratford, Ontario.

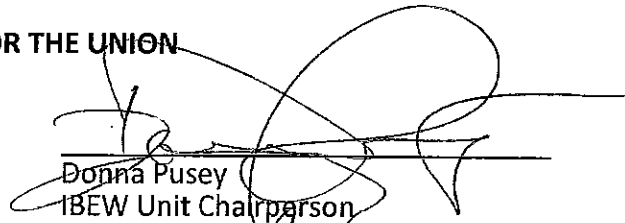
**FOR THE CORPORATION**


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


  
Daniel B. Mathieson  
Mayor


  
Joan Thomson  
Clerk

**FOR THE UNION**

  
Donna Pusey  
IBEW Unit Chairperson

  
Gerhard Serf  
Committee Member

  
Lois Costello  
Committee Member

  
Tracy O'Meara  
Business Representative

  
J.R. Wacheski  
Business Manager/Financial Secretary

**APPENDIX "A" – FULL TIME CLASSIFICATIONS**  
**AND RATES OF PAY**

		May 1, 2010
Lead Hand Driver		24.89
Acting Lead Hand Driver*		24.84
Driver	12 months	23.26
	6 months	21.12
	Start	19.14
Mechanic Foreman		28.45
Mechanic	12 months	26.82
	6 months	22.92
	Start	21.29
Alignment & Brake Mechanic	12 months	24.82
	6 months	21.12
	Start	19.14
Mechanic's Helper	12 months	23.26
	6 months	21.12
	Start	19.14
Maintenance Worker		21.79

\*Acting Lead Hand rates will only be paid for hours worked performing these duties.

Drivers designated by Management to train new employees to drive will receive the lead hand rate while so employed.

**APPENDIX "B" – PART TIME CLASSIFICATIONS**

**AND RATES OF PAY**

**TRANSPORTATION DEPARTMENT CLASSIFICATION**

	<b>May 1, 2010</b>
Part Time Drivers Up to 750 hours	\$19.14
Part Time Drivers 751 hours and over	\$21.12

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

All part time drivers who worked in the capacity of Maintenance Worker from May 1, 2010 shall be paid the Maintenance Worker rate retroactively on all hours worked. Following ratification, any part time driver assigned to the Maintenance Worker position shall be paid at the Maintenance Worker rate.

## APPENDIX "C"

### PROCEDURE FOR DRIVER WORK HOUR CHANGES

1. Employees who are working hours for another driver will be required to have a signed verification form (Appendix E) completed by both drivers and submitted to the lead hand or acting lead hand on duty in addition to the Transit Supervisor for the sole purpose of recording the change in the lead hand book reflecting the date of the scheduled change.

Employees must submit Appendix E to the Transit Supervisor twenty-four (24) hours prior to changing a shift.

2. Time sheets shall not be altered to reflect payment being made to the driver accepting the working hours for another driver, including payment of lead hand premiums.
3. Lead hands shall only be permitted to change hours with another lead hand or acting lead hand.

Lead hands shall be permitted to switch single shifts with another driver to a maximum of three (3) shifts per calendar month, provided there is another lead hand or acting lead hand available to work the shift.

4. Acting lead hands shall only be permitted to change hours with another lead hand or acting lead hand unless they are not designated as lead hand in which case they may change hours with any other qualified driver.
5. Any driver, who fails to fill a shift after accepting a change, without having reasonable cause acceptable to the Employer, shall be subject to discipline.
6. The parties herein agree that employees changing shifts are doing so in accordance with the Employment Standards Act (and subsequent regulations) regarding hours of work.
7. Employees shall be limited to making two (2) shifts changes per week (Monday to Saturday) unless they are changing a full scheduled shift.

**APPENDIX "D"**

**SCHEDULED DAY OFF REQUEST FORM**

Employee name: \_\_\_\_\_

Employee's signature: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Position: \_\_\_\_\_

Dates for time off: \_\_\_\_\_

1. Vacation day: \_\_\_\_\_  
(Dates requested)

2. Leave of absence \_\_\_\_\_

**For office use only.**

Date received: \_\_\_\_\_

\*\*Request approved \_\_\_\_\_ Request denied \_\_\_\_\_

Manager/supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\* Supervisor approval is required for vacation day and leave of absence requests.

**ALL REQUEST FORMS MUST BE HAND DELIVERED TO THE TRANSIT SUPERVISOR. UPON SUBMISSION, EMPLOYEES WILL BE PROVIDED WITH A COPY OF THE FORM NOTING THE DATE IT WAS RECEIVED.**

**APPENDIX "E"**

**FORM FOR DRIVER WORK HOUR CHANGES**

Employee Requesting Change:	
Date Employees are Changing Shifts:	
Total # of Hours Being Changed:	
Employee Agreeing to Change:	
Date:	
*Lead Hand Signature:	
*Transit Supervisor Signature:	


\* Transit Supervisor and Lead Hand signatures are required for record keeping purposes only-not approval.

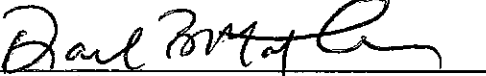
**LETTER OF UNDERSTANDING #1**


Should the Corporation merge, amalgamate, sell or combine any of its operations or functions with another Commission, Company or Companies, the Corporation agrees to give the Union as much notice as practically possible prior to any intent by the Corporation to implement the above.

Signed this 22nd day of NOV, 2010 in Stratford, Ontario

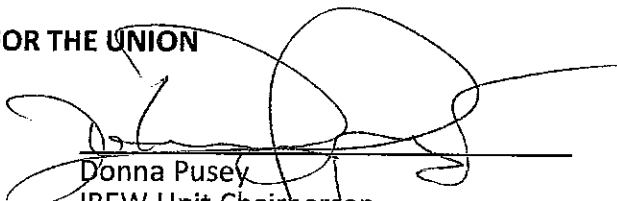
**FOR THE CORPORATION**


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

  
Daniel B. Mathieson  
Mayor

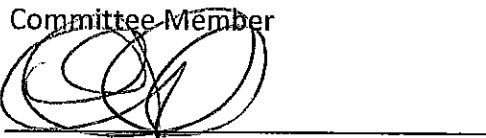
  
Joan Thomson  
Clerk

**FOR THE UNION**

  
Donna Pusey  
IBEW Unit Chairperson

  
Gerhard Serf  
Committee Member

  
Lois Costello  
Committee Member

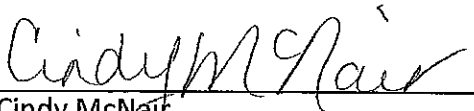
  
Tracy O'Meara  
Business Representative


**LETTER OF UNDERSTANDING #2**


1. Full time employees who are short hours will be offered on a rotating basis other available hours before a part time employee is assigned to the schedule, provided the regular driver is available. The employer is not required to offer these hours to full time employees who are short hours as a result of requested time off without pay.
2. Part time employees can normally work up to twenty-four (24) hours per week. Part time employees will be allowed to work up to forty-one and one half (41.5) hours per week for relief of vacation and sickness provided Management has fulfilled the obligations as specified in Item #1 above.

Signed this 22<sup>nd</sup> day of Nov, 2010 in Stratford, Ontario

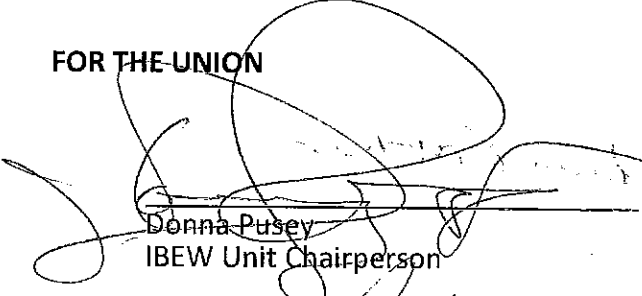
**FOR THE CORPORATION**


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

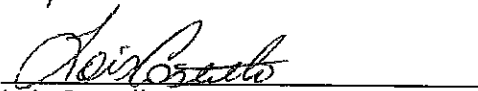
  
Daniel B. Mathieson  
Mayor

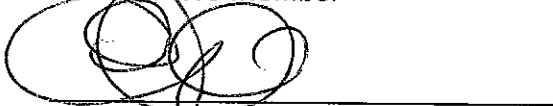
  
Joan Thomson  
Clerk

**FOR THE UNION**

  
Donna Pusey  
IBEW Unit Chairperson

  
Gerhard Serf  
Committee Member

  
Lois Costello  
Committee Member

  
Tracy O'Meara  
Business Representative

**LETTER OF UNDERSTANDING #3**


The Union will actively participate on a Corporate Benefit Committee whose mandate will be to discuss group insurance and benefits with the intent of promoting cost containment.

Signed this 22<sup>nd</sup> day of Nov, 2010 in Stratford, Ontario

**FOR THE CORPORATION**



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

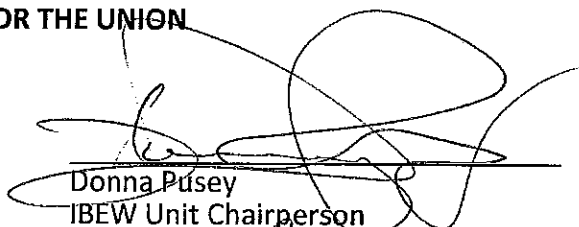


Daniel B. Mathieson  
Mayor

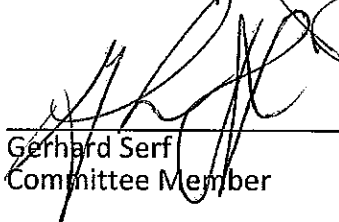


Joan Thomson  
Clerk

**FOR THE UNION**



Donna Pusey  
IBEW Unit Chairperson



Gerhard Serf  
Committee Member



Lois Costello  
Committee Member



Tracy O'Meara  
Business Representative