

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL #966**



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**FROM: July 1, 2020**

**TO: June 30, 2023**

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THIS AGREEMENT made this 20<sup>th</sup> day of December, A.D., 2021

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

hereinafter called the "Corporation"

OF THE FIRST PART

- AND -

THE AMALGAMATED TRANSIT UNION, LOCAL #966

hereinafter called the "Union"

OF THE SECOND PART

WITNESSETH that the Corporation and the Union covenant and agree with the other as follows:



## **Article 1 - Purpose**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees; to define working conditions and wages of employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

## **Article 2 - Definitions**

- 2.01 “City Manager” and “Chief Administrative Officer” shall be interchangeable and mean the head of the municipal administration of the Corporation.

“Classification” shall mean the positions listed in Schedules “A”, “B” and “C”.

“Employee” shall mean an employee coming within the bargaining unit described in Article 3.

“General Manager” shall mean the head of the Community Services Department or the Corporate Services and Long Term Care Department, of the Corporation, or their designate.

“Manager” shall mean the Transit Manager, or in the case of equipment maintenance personnel occupying the positions set forth in Schedule “B” attached hereto, the Manager of Fleet Services or the Manager of Supply Management, or their designate.

“Student” shall mean a person who is employed sometime during the period April 15th to September 15th and who is a full-time student at

a school, college, university or other educational institution prior to becoming employed by the Corporation, and who demonstrates to the Corporation an intent to return to school on a full-time basis at the end of the vacation period. Student employees shall not accumulate seniority, service or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 15th.

“Supervisor - Equipment” or “Supervisor Supply Management” shall mean the Supervisor of personnel occupying the positions set forth in Schedule “B” attached hereto.

“Supervisor - Operations” or “Transit Controller” shall mean the Supervisor of operating personnel occupying the positions set forth in Schedule “A” and “C” attached hereto.

### **Article 3 - Union Recognition**

- 3.01 The Corporation recognizes the Amalgamated Transit Union, Local #966, as the sole and exclusive bargaining agent for those employees occupying the positions or job classifications set forth in Schedules "A", "B", and "C" attached hereto, and forming part of this Agreement.
- 3.02 Employees covered by this Agreement will maintain membership in good standing in Amalgamated Transit Union, Local #966. New employees, with the exception of temporary student help, will become members of the Union upon commencement of employment.
- 3.03 The Corporation will recognize a Union Negotiating Committee of not more than five (5) members, with a minimum of one (1) maintenance person and one (1) Operator-Specialized Transit to be part of the

committee plus an International Representative. The Corporation will pay the Union Committee as per Clause 8.02 of the Collective Agreement while in the process of re-negotiating a Collective Agreement.

The Corporation's Negotiating Committee will be limited to six (6) persons except during Conciliation and/or Mediation.

- 3.04 The Corporation acknowledges the right of the Union to appoint Shop Stewards together with alternate Shop Stewards. When a new hire is scheduled for orientation training, an Elected Union member working that day will be scheduled one-half (1/2) hour, before or after their scheduled shift, to attend at orientation to provide and acquaint new employees to the Collective Agreement, working conditions and Union responsibilities. The Supervisor will co-ordinate the timing of such meeting with the Elected Union member to ensure no disruption to operations. The Elected Union member understands the one-half (1/2) hour will be paid at straight time.

#### **Article 4 - No Discrimination**

- 4.01 The Management does not object to any employee being a member of this Union, and will not discriminate against any employee because of their connection with the same.

#### **Article 5 - Probationary Period**

- 5.01 All new employees hired into positions falling under the jurisdiction of the ATU bargaining unit will be on probation for a period of fifteen hundred and sixty (1560) hours worked or nine (9) months, whichever is the later, during which time the employee may be discharged for

unsuitability. It is understood that such discharge may be processed through the grievance procedure.

During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Corporation. It is agreed that the employee will have Union representation should the evaluation be deemed unsatisfactory.

After satisfactory completion of the probationary period, seniority will be effective from the original date of employment. Probation evaluations that are unsatisfactory or that have a lower rating than the previous evaluation will be forwarded to the Union.

#### **Article 6 – Seniority**

6.01 The seniority list will be compiled such that each individual employee will be placed in accordance with their first day of hire.

#### **Article 7- Union Dues Check-Off**

7.01 The Corporation agrees to the check-off of all Union dues, initiation fees and assessments levied by the Union and will deduct from the wages all such dues, initiation fees and assessments from all employees covered by this Agreement and remit same to the Union Financial Secretary, together with a current master list of members' names and deductions. New employees, and those defined as temporary student help, on becoming employed by the Division will be subject to the provisions of this Article upon commencement of employment.

## **Article 8 - Leave of Absence**

- 8.01 Reasonable Leave of Absence may be granted to any employee without remuneration provided such leave can be arranged without additional cost to the Corporation, and a request in writing for such Leave of Absence is provided to the Corporation at least fourteen (14) calendar days prior to the proposed date of commencement of the Leave of Absence unless the employee could not reasonably have known of this requirement for a Leave within this time limit. If approved, notice in writing of such Leave of Absence will be given to the Union forthwith. Any employee engaged in any occupation for gain during their leave of absence will be terminated, unless permission for engaging in such occupation for gain has been given to the employee on a basis mutually agreeable to the employee, the Union and the Manager.
- 8.02 Any representative of the Union, who is in the employ of the Employer will, while attending meetings with the Employer held within working hours, do so without loss of remuneration from the Employer.
- 8.03 Any employee who is delegated to represent the Union at a Conference, seminar or other Union business, requiring three (3) or more consecutive days of leave, will be granted reasonable time off from their duties, with pay, in order to fulfill their mission, provided a minimum of fourteen (14) calendar days advance notice is given, and the application of such an employee for leave of absence will be given preference over applications from other employees for leave of absence. All other Union business lasting two (2) days or less, reasonable notice will be given to the employer. It is further agreed that the Corporation will bill the Union for this time plus administration charges.

8.04 The Corporation will grant a leave of absence, with pay, up to a total of ten (10) days per calendar year, to the Union to allow members of the Executive to attend Conventions and/or Seminars, provided a minimum of fourteen (14) calendar days advance notice is given.

8.05 An employee who is elected or appointed to an office within the Union may, upon application in writing to the Department Head, be granted a Leave of Absence without pay up to a maximum of one (1) year duration, provided a minimum of fourteen (14) calendar days advance notice is given.

Upon similar applications within the period of such Leave, an extension thereof upon similar terms may be granted.

8.06 The Corporation will grant a leave of absence, without pay, in the case of the first loss of licence by an employee. This leave shall be without pay and benefits and shall continue until the employee's licence is unconditionally reinstated, or for thirty (30) months duration, whichever comes first. In the case of the second or subsequent impaired driving conviction of one year, immediate termination will result.

8.07 The Corporation agrees to administer Pregnancy and Parental Leave as per the current provisions of the Employment Standards Act of Ontario.

### **Article 9 - Grievance Procedure**

9.01 The Employer and the Union agree that every effort shall be made to settle a complaint or a question concerning the interpretation, application, administration or alleged violation of the collective agreement through informal discussions between the employee and

the employee's immediate non-union supervisor. It is understood that no issue shall become the subject of a grievance unless the employee has first attempted to resolve the issue with the Supervisor or Controller.

A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. An earnest effort shall be made to settle all grievances fairly and promptly in accordance with the following procedures:

#### Step No. 1

The aggrieved employee(s) will submit the grievance to their Union Representative. If the Union Representative in consultation with the Grievance Committee considers the grievance to be justified, they will submit a written statement of the particulars of the grievance and the redress sought to the employee's appropriate non-union Supervisor. The non-union Supervisor shall not consider a grievance where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the non-union Supervisor's receipt of the grievance. The non-union Supervisor will render a decision within seven (7) full working days after hearing the grievance. At each step of the grievance procedure, where a meeting is required, the grievor, if they so choose, shall be entitled to be present along with their Union Representative.

#### Step No. 2

Failing satisfactory settlement at Step 1, up to two (2) Union Representatives, per grievance, will submit to the Manager or their designate within seven (7) full working days following the Step 1

decision, a written statement of the particulars of the grievance and the redress sought. The Manager or their designate shall hear the grievance within fifteen (15) full working days and shall render their decision seven (7) full working days after hearing the grievance. At the Manager's discretion, a meeting may or may not be required with the grievor and the Union Representatives.

### Step No. 3

Failing satisfactory settlement at Step No. 2, up to two (2) Union Representatives, per grievance, will submit to the General Manager or their designate within seven (7) full working days following the Step 2 decision, a written statement of the particulars of the grievance and the redress sought. The General Manager or their designate shall hear the grievance within twenty-five (25) full working days and shall render their decision seven (7) full working days after hearing the grievance. At the General Manager's discretion, a meeting may or may not be required with the grievor and the Union Representatives.

### Step No. 4

Failing satisfactory settlement at Step No. 3, up to two (2) Union Representatives, per grievance, shall within seven (7) full working days following the Step 3 decision submit the grievance to the City Manager or their designate. The City Manager or their designate shall hear the grievance within forty-five (45) full working days and shall render their decision within ten (10) full working days following the hearing of the grievance. A meeting will be held at this level, which will include the above mentioned parties and any other persons deemed necessary by management. Failing a satisfactory settlement being reached at Step 4, the Union may refer the dispute to Arbitration within thirty (30) full working days thereafter, but not later.



The thirty (30) full working days shall commence following receipt, by the Union Executive, of the written decision.

9.02 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs or where a grievance involves a group of employees, Step Nos. 1 and/or 2 of the grievance procedure may be by-passed.

9.03 The time limits in this grievance procedure may be extended by agreement of the parties. The time limits shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays. Failure of the Union or the employee to meet the time limits will cause the grievance to be abandoned and that specific grievance shall not be further considered or reintroduced by that specific employee or the Union on their behalf.

9.04 Management Grievances

Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within three (3) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within five (5) working days after receipt of the grievance, and thereafter will render a decision five (5) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in Article 10 below, within twenty (20) working days after the Union's decision has been rendered.

## **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, within thirty (30) working days after exhausting the grievance procedure established by this agreement, notify the other party, in writing, of its desire to submit the difference or allegation to a single Arbitrator in accordance with the Ontario Labour Relations Act.

The Arbitrator will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employee affected by it. The Union and the Corporation will each be responsible for one-half ( $\frac{1}{2}$ ) of the expenses of and the fees payable to the Arbitrator and no costs of any arbitration will be awarded to or against either party.

Thirty (30) working days exclude Saturdays, Sundays and Statutory Holidays.

10.02 Both parties agree that the use of Grievance Mediation is an acceptable means of resolving grievances that are referred to Arbitration. Where prior to Arbitration, the parties mutually agree to refer the grievance to mediation:

Proceedings before the Mediator shall be informal and legal counsel shall not be used by either party.

The Mediator shall have the authority to meet separately with either party.

The Mediator shall not have the authority to compel the resolution of a grievance.

The Union and the Corporation shall share equally in the cost of the Mediator.

### **Article 11 - Management Rights**

11.01 The Union recognizes the right of the Corporation to operate and manage its business in all respects, to maintain order and efficiency in its plants, and its methods and means of carrying on its business.

The parties agree to consult regularly during the term of this agreement about issues relating to the workplace which affect the parties.

11.02 The Union further acknowledges that the Corporation has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with the provisions of this Agreement. When new rules and regulations are to be adopted by the Corporation, and affect Transit employees directly, the Corporation shall advise the Union and employees.

11.03 The employees, collectively or otherwise, will not interfere with or limit the Management's Rights to discipline or discharge any employee where sufficient reason can be shown.

### **Article 12 - Payment of Wages**

12.01 All employees will be paid their wages bi-weekly on every alternate Friday. In the event that a Statutory Holiday falls on a regular pay

day, then employees will be entitled to be paid on the Thursday immediately proceeding the normal pay day.

### **Article 13 - Transportation**

13.01 Free Conventional transportation will be provided by special passes to all employees covered by this Agreement, and their spouses, such passes to be proffered by and accepted from those to whom they are issued only, and only while such employees are in the employ of their respective Divisions. Life passes are to be issued to all employees upon retirement and to their spouses.

Transportation will be provided for late night and early morning operators in emergencies only. Authorization to provide this service will be given by the dispatcher or controller on duty and maintenance personnel will provide the transportation. If this service cannot be provided within thirty (30) minutes, alternate transportation will be arranged by the dispatcher or controller, with reimbursement to an operator, if necessary.

13.02 Operators who are required to use their own vehicle to report to a work site other than the Transit Maintenance Facility will have the cost of parking paid for by the Corporation.

### **Article 14 - Appointments**

14.01 All vacancies shall be posted for at least seven (7) working days and shall appear on the pay cheque stub, prior to the closing date.

All applicants must thoroughly complete the application form, particularly with respect to their stated qualifications in relation to

the specific job tasks, or they will be disqualified from the job competition.

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore, when filling posted vacancies or considering transfers, preference will be given to the most qualified applicant, considering such factors as skill, ability, experience, attendance and work record. Where two (2) applicants are found to be relatively equal in terms of the above, seniority shall govern.

14.02 (a) Employees recommended for appointment to positions in response to job postings or who are transferred to another position shall be given up to one hundred and twenty (120) working days training time in which to determine their suitability and capability prior to appointing them to the position. If an employee fails to complete this trial period, they shall be returned to their former position(s) without loss of seniority or benefits. Employees wishing to do so may revert to their former position within a sixty (60) working day period following commencement in the position.

(b) When an employee is on a temporary leave from the Union filling a management position, their time of leave shall be for a period of up to six (6) consecutive months before which they will be returned to their former position, unless the temporary vacancy is caused by long term illness, or Workplace Safety and Insurance (WSIB), in which case the period referred to above will read twelve (12) months. Seniority will continue to accrue during the leave period.

14.03 An employee who is no longer capable of performing their full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the pro-

visions of any of the pension plans affecting civic employees, may be placed in a suitable position in the civic service if such is available, without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union will be notified in advance of placements made under this provision of the Collective Agreement.

14.04 Once the Corporation determines that a permanent full time Operator position will become available, the job will be posted for Schedule "B" employees for a period of seven (7) calendar days. Selection of employees will be made under the terms of Clause 14.01. An employee may only make use of this provision once every three (3) years. Should a successful applicant not be found from within Schedule "B" the position will be filled in accordance with the Relief Operator Letter of Understanding which includes Relief Operators who are filling temporary full-time positions.

**14.05 Temporary Vacancies Schedule "A"**

At the Corporation's discretion, up to eight (8) temporary full-time positions may be used to maintain the full-time Operator complement when full-time Operators are away from the workplace due to STD, LTD, WSIB, sick leave, or any other leave of absence.

If it is determined that a temporary full-time position is required, Relief Operators will be offered temporary full-time positions starting with the Relief Operator with the earliest date of hire.

A Relief Operator filling a temporary full-time position cannot bid on or claim runs.

Relief Operators filling temporary full-time positions will be placed on the spareboard with regular days off being either Tuesday and Wednesday, Wednesday and Thursday or Thursday and Friday as determined by Management.

A Relief Operator filling a temporary full-time position cannot bid on or claim vacation weeks.

Relief Operators filling temporary full-time positions will receive vacation pay entitlement (i.e. 4%) paid bi-weekly in accordance with the Employment Standards Act.

If applicable, Relief Operators filling temporary full-time positions will receive pay in lieu of fringe benefits as per the Letter of Understanding RE: Relief Operators.

The following Articles in Schedule "A" of the Collective Agreement apply to Relief Operators when filling temporary full-time positions:

- a. Article 30 Hours of Work
- b. Article 31 Exchanges of Duty
- c. Article 32 Statutory Holidays
- d. Article 33 Regular Days Off
- e. Article 34 Spread Time
- f. Article 35 Overtime –treat like spareboard

- g. Article 36 Time for Spare or Extras
- h. Article 37 Premium for Instructors
- i. Article 39 Reporting Time
- j. Article 40 Guarantee
- k. Article 41 Equipment
- l. Article 42 Uniforms
- m. Article 43 Spareboard Agreement

There will be a minimum of nine (9) hours rest between the termination of one day's work and the commencement of the next day's work for Relief Operators filling temporary full-time positions.

Should it be determined that a temporary full-time position is no longer needed the least senior Relief Operator filling a temporary full-time position will be returned to their Relief Operator position. At Management's discretion, the least senior Relief Operator(s) may be laid off in accordance with the Employment Standards Act.

### **Article 15 - Sick Leave**

- 15.01 (a) The Corporation shall provide a disability plan for eligible full-time employees governed exclusively in accordance with the 1996 plan agreement between the Corporation and the adjudicator. The plan agreement shall not form part of this collective agreement, and contents and administration of same and shall not be made the



subject of a grievance pursuant to this collective agreement. In the event that the adjudicator denies a current employee's claim for sick leave benefits and the adjudicator's appeal process has been exhausted, the employee may file a grievance as per Article 9 Grievance Procedure.

The plan agreement will provide Short Term Disability (STD) benefits of seventy percent (70%) taxable of gross straight time pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and Long Term Disability (LTD) benefits of seventy-five percent (75%) of normal straight time pay, taxable, from the seventy-sixth (76th) working day of absence due to illness or non-work related disability, inclusive of any Workplace Safety and Insurance Board (WSIB) benefits, Canada Pension Plan benefits (exclusive of dependent benefits) and OMERS disability pension until the sooner of recovery or retirement.

Effective January 1, 1999, the Corporation will grant all full-time employees, employed in classifications within Schedules "A" "B" and "C", six (6) noncumulative casual sick days on January 1st of each year (or a prorated amount based on one (1) day for each two (2) months of service in the event an employee commences employment during the year).

The Employer is responsible for reimbursing the medical costs incurred by the employee's in supplying medical information as is required pursuant to the above-mentioned plan and the full cost of any compulsory medical examinations required under the regulations of the Ministry of Transportation or any other medical examination required by the Corporation to determine eligibility for continuance of employment as stated in the qualifications of the current job description. Employees will be required to make the

initial payment for the medicals and will be reimbursed by way of direct deposit upon proof of receipt of payment.

- (b) In the event of a delay in payment from the carrier, the employer shall provide an advance of the approved amount due, on the pay day that the delay occurs.

In the event of a denial of payment of an STD/LTD benefit, the Corporation will arrange a meeting with a representative of the Corporation's Human Resources Department, the employee concerned (if available) and a representative of the Union to explain the reason(s) for the denial.

#### 15.02 Pre-Retirement Leave

- (a) An employee may use vacation and statutory credits to leave work immediately prior to their normal retirement age of sixty-five (65) years or prior to the point of an unreduced early retirement under the most current OMERS qualifying provision to the extent that such credits or any portion thereof will bring the employee to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision. Employees who have reached aged fifty-five (55) may use vacation and statutory credits to leave work immediately prior to retirement under the ninety (90) Factor to the extent that such credits or any portion thereof will bring the employee to the ninety (90) Factor. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.
- (b) An employee who retires after the signing of this Agreement as per the conditions outlined in Clause 15.03 (a) will receive Semi-Private, and Extended Health Care benefits, premiums one hundred per cent

(100%) paid, from the date of retirement until the date Ontario legislation provides prescription coverage.

Effective the first day of the second month following ratification of the collective agreement by both parties, drug coverage will be amended to add generic drug substitution unless otherwise indicated by the employee's physician.

15.03 Every employee claiming noncumulative casual sick days, may be required by the Employer to produce a certificate signed by a qualified medical practitioner, Dentist or Chiropractor certifying that the employee is unable to perform their normal duties and, where possible, indicating a return to work date. The provisions of this article will be exercised in a manner consistent with the employer's Attendance Management program, and when there is a suspicion that sick days were claimed in a fraudulent manner.

15.04 The Employer may require certified medical information which indicates to what extent an employee is able to perform any work in relation to modified work programs. Any employee who fails to comply with any of the conditions of this Article or who attempts to wrongfully obtain sick pay benefits will be subject to disciplinary action.

15.05 Effective December 12, 2006, sick leave benefits for employees, as provided for in Article 15, will cease at the earliest of:

a) age 65;

b) recovery;

c) retirement;

- d) the date at which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- e) the date at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least (65) years of age).

### **Article 16 - Workers' Compensation**

16.01 At the option of the employee, the Corporation will top up Workplace Safety and Insurance Board (WSIB) benefits as long as WSIB is paid.

Casual sick days provided to employees covered by the insured STD/LTD plan cannot be used to top up WSIB benefits.

### **Article 17 - Bereavement Leave**

17.01 Employees will be allowed time off duty and will receive up to three (3) days pay in case of bereavement involving members of the immediate family. The immediate family will be interpreted to be Mother, Father, Spouse, Children, Brother or Sister, Grandparents, Grandchildren, Mother-In-Law, Father-In-Law, Sister-In-Law, Brother-In-Law, Daughter-In-Law, and Son-In-Law.

17.02 An additional two (2) days leave with pay will be allowed as traveling time where the burial takes place outside the District of Thunder Bay.

17.03 An employee will be entitled to one (1) day bereavement leave with pay to attend a funeral as a pallbearer provided they notify and have the approval of their Supervisor. Pallbearer may include Honorary Pallbearer.

- 17.04 An employee wishing to attend the funeral of a co-worker, a personal friend, or a non-immediate family relative may be granted time off with pay up to a total of four (4) hours, to attend the funeral services, and any related post-funeral functions provided there are sufficient staff to maintain service to the public. Employees will be required to submit the name of the deceased when requested.

### **Article 18 – Jury and Witness**

- 18.01 Employees who are called to serve as jurors or are subpoenaed as a witness in legal proceedings:
- (a) Will be granted leave of absence for such purpose provided that, on completion of their jury or witness service, such employees will present to their appropriate non-union Management representative a satisfactory certificate showing period of such service.
  - (b) Will be paid their full salary or wage for the period of such jury or witness service; provided that they will pay over to the Treasurer of the Corporation of the City of Thunder Bay the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Corporation or any monies received for meal allowance or traveling allowances.
  - (c) Upon being released from jury or witness service in the forenoon of any day, immediately telephoning their division for instructions respecting their return to work and will, upon receiving such instructions, comply with the same.

- (d) If an employee is required to attend court on behalf of the Corporation on what would normally be their regular day off, the employee shall be paid time and one-half for all hours spent in attendance at court.

### **Article 19 - Medical, Hospital, Dental & Group Life Insurance Plans**

19.01 The Corporation agrees to pay one hundred percent (100%) of the billed premiums of the Blue Cross Semi-Private Plan or equivalent, for all employees on the payroll with two (2) continuous months of service.

19.02 The Corporation agrees to pay one hundred percent (100%) of the premiums covering Extended Health Care benefits, or equivalent, on the basis of \$25.00 - \$50.00 deductible (effective on the first day of the seventh continuous month of employment); and a Dental Plan No. 9, or equivalent, (effective on the first day of the seventh continuous month of employment). Benefits will be payable on the basis of the previous year's Ontario Dental Association Schedule of Fees.

Drug coverage provides for generic drug substitution unless otherwise indicated by the employee's physician.

Dental recall will be available every nine (9) months. Coverage for dental recall for dependent children, as defined by the plan, will be every six (6) months.

The provision for reimbursement for Chiropractic Care is twenty-five dollars (\$25.00) per visit – maximum of twelve (12) visits per year, per person (employee, spouse and dependent children).

Effective the first day of the second month following ratification of the collective agreement the provision for reimbursement for Chiropractic Care is up to \$300 per year, per person (employee, spouse and dependent children).

19.03 The Corporation agrees to pay one hundred percent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees on the payroll on the basis of one and one-half (1½) times the employee's annual salary which is based on the regular hourly rates times 2,080 hours (effective on the first day of the thirteenth continuous month of employment).

19.04 The provisions of these plans will not apply to an employee who resigns, is laid off, discharged or is on an extended leave of absence.

In addition, effective December 12, 2006, benefit for employees (exclusive of retiree benefits), as provided for in Article 19 will cease at the earliest of:

- a) age 65;
- b) laid off beyond (1) calendar month;
- c) leave of absence beyond (1) calendar month;
- d) the date at which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age);
- e) the date at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least (65) years of age).

Retiree benefits will cease at the earliest of Part a), d) or e), as described above.

19.05 In lieu of the Employment Insurance Premium rebate for sick leave plan provisions the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eyeglasses (including eye exams, frames and/or lenses, repairs and contact lenses) up to a total amount of two hundred and fifty dollars (\$250), each two (2) calendar years per person (employee, spouse and dependent children) when provided on the written prescription of a medical doctor or optometrist (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

Effective the first day of the second month following ratification of the collective agreement by both parties, in lieu of the Employment Insurance Premium rebate for sick leave plan provisions the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eyeglasses (including eye exams, frames and/or lenses, repairs and contact lenses) up to a total amount of three hundred (\$300), each two (2) calendar years per person (employee, spouse and dependent children) when provided on the written prescription of a medical doctor or optometrist (effective on the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

19.06 Should a Relief employee be promoted to a full-time position, previously accumulated regular hours worked will be credited toward time served for the purpose of waiting periods under this Article. (For the purpose of credited time, 160 regular hours worked equals one (1) month of credited service).



## **Article 20 - Vacation with Pay**

### 20.01 a) Vacation Entitlement

- 1) All full-time employees with one (1) year or more of completed continuous service will be entitled to ten (10) working days annual vacation with pay.
- 2) All full-time employees with three (3) years or more of completed continuous service will be entitled to fifteen (15) working days annual vacation with pay.
- 3) All full-time employees with eight (8) years or more of completed continuous service will be entitled to twenty (20) working days annual vacation with pay.
- 4) All full-time employees with sixteen (16) years or more of completed continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

#### Effective January 1, 1999

All full-time employees who have completed sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth above in 20.01 (a), after 21 years of completed continuous service, all full-time employees will be entitled to one additional day allocated on their anniversary date.

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>WORKING DAYS ANNUAL VACATION WITH PAY</b>	<b>ADDITIONAL VACATION DAY(S) WITH PAY</b>
21	25	0
22	25	1
23	25	2
24	25	3
25	25	4
26	25	5
27	25	6
28	25	7
29	25	8
30	25	9
31	25	10
Thereafter	25	10

Note: Make it clear that the one additional day does not kick in until the employee is working in their 22nd year of employment and the additional day is allocated on their anniversary date. Also, limit the additional days to 10 which is in line with the rest of the Corporation.

Employees who are currently receiving ten (10) or more additional vacation days will be entitled to continue to receive the vacation entitlements of the expired June 30, 1998 collective agreement.

(b) Pay for Annual Vacation

For the purpose of Article 20, pay for annual vacation will be reduced proportionately by the extent to when an employee was on unpaid leave of absence as per Article 8, Clause 8.05 and 8.06 beyond one (1) calendar month or Union Leave beyond two (2) calendar months and in each instance for each continuous calendar month(s) thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

(c) Schedule "A" Employees

Three employee groups will be formed to be called Group "A", Group "B", and Group "C", for the purposes of determining vacation time. The top seniority holder will be placed in Group "A", the second most senior in Group "B" and the third most senior in Group "C", etcetera until all employees have been allocated a Group. Group "A" will have first choice of vacation, Group "B" will have second choice and Group "C" will have third choice. Vacation periods will rotate each year with Group "B" moving to first choice of vacation period, Group "C" moving to second choice of vacation period, etcetera. New employees will fill up the bottom of the groups in a manner to keep groups proportionate by number of Operators per column.

Fourteen (14) employees per week will be approved to be on vacation during the summer sign-up period. Vacation schedules will be posted by October 1st. Six (6) employees will sign up per day. Operators will sign within their allocated time or sooner without superseding. Those Operators who fail to sign within their allocated time forfeit their right of choice by seniority. The sign-up schedule will be posted one (1) week prior to the posting of the

vacation sign-up. The vacation sign-up must be completed no later than November 30th or vacations will be scheduled at the discretion of management. The employer will contact employees who are on sick leave at the time of their sign-up and, if necessary, will have the sign-up delivered to them provided they are within the limits of the City of Thunder Bay. An employee, upon applying for a Leave of Absence will leave with Management or a Union Officer their preference as to signing.

Vacation pay will be based on a forty (40) hour week.

In the event that an Operator should be on authorized leave for the entire calendar year, or leave the employ of the Corporation; any unused vacation time will be posted for five (5) days, for bid by vacation seniority at the time of official notice to the Corporation.

Exchanges of vacation will not be allowed for Operators on authorized leave of absence, or sick leave (STD/LTD, WSIB) until such time as they return to work. These Operators will have the option to retain their vacation time or give it up for bid. When the Operator returns to work, any vacation time that was put up for bid will have to be rescheduled. Any vacation block that becomes vacant within one week of the opening will be posted for five (5) days for bid by vacation seniority. The successful bidder will be notified.

For the purpose of facilitating employee training, the Corporation reserves the right to block up to six (6) weeks in a calendar year, during which four (4) Operators will be approved to be on vacation each week. It is understood that these blocked weeks will not occur during peak summer vacation period and that the Corporation

will provide notification as to which weeks will be blocked prior to the start of vacation selection process.

(d) Schedule "B" Employees

Any employee not making their vacation choice by March 31st each year shall have their vacations scheduled at the discretion of Management. Vacation pay will be based on a forty (40) hour week and seniority will govern the selection of vacation periods.

(e) Schedule "C" Employees

Three employee groups will be formed to be called Group "A", Group "B" and Group "C", for the purposes of determining vacation time. The top seniority holder will be placed in Group "A", the second most senior in Group "B" and the third most senior in Group "C", etcetera until all employees have been allocated a Group. Group "A" will have first choice of vacation, Group "B" will have second choice and Group "C" will have third choice. Vacation periods will rotate each year with Group "B" moving to first choice of vacation period, Group "C" moving to second choice etcetera. New employees will fill up the bottom of the groups in a manner to keep the groups proportionate by number of operators per column.

Vacation schedules will be posted for signing by October 1st of the previous year. Three (3) full-time Operators will be scheduled to sign vacations each day with no Operator signing more than 4 weeks during June, July and August.

All Operators will be given the opportunity to book full vacation weeks before individual vacation days can be booked. In addition to

the above, where schedules permit, booking of additional vacation days may be authorized.

Any employees not making their vacation choice by November 30th each year shall have their vacations scheduled at the discretion of management.

20.02 If an employee, while on vacation leave, becomes ill (substantiated by a doctor's certificate) or is hospitalized, and is forced to curtail their vacation and claiming sick pay or WSIB benefits, then the vacation period will be extended by the number of vacation days involved, or reinstated for later use, as may be arranged between the employee and the Supervisor.

20.03 In the event of a Statutory Holiday falling in an employee's vacation period, the accumulated Statutory Holiday will be automatically added to the employee's bank and can be taken at an agreed upon time as with other accumulated days.

20.04 For the purpose of computing length of vacation, "employment" will include time actually worked and on vacation and time spent on sick leave with pay, but will not include time spent on leave of absence exceeding two (2) weeks.

Employees who are in receipt of Sick Leave, STD/LTD or WSIB benefits for the full vacation period January 1 to December 31 each year will be deemed to have been paid for their vacation during that time off.

This agreement for 20.04 will not impact on 15.02 (a).

- 20.05 Vacation days will be taken during the vacation period January 1 to December 31. Payment for vacation will be at the rate of pay prevailing in accordance with the Collective Agreement.
- 20.06 New employees who leave the service of the Divisions before the expiration of one (1) year from the commencement of their employment will receive vacation pay at the rate of four percent (4%) of their earnings during their period of employment, in accordance with the Employment Standards Act. Employees with more than one (1) year's continuous service who leave the service or retire will receive vacation at the rate of one-twelfth (1/12) of normal annual vacation for each full month of employment after the last anniversary date of their service with the Corporation.
- 20.07 Effective January 1, 2002, the Corporation will provide the Union with a copy of the vacation report for each employee in January of each year.

### **Article 21 - Accident Review**

- 21.01 (a) All employees, provided they are able, must notify the Corporation immediately following accidents resulting in injuries involving themselves, passengers or property. Therefore, all employees (or a Supervisor or designate if the employee is unable) shall submit a written report of the accident to the Corporation within twenty-four (24) hours of the accident. Employees who are required to complete the reports during off-duty hours will receive the applicable rate of pay for the time required to complete the report. Every employee has the right to appeal the decisions of the Accident Review Board, either in writing or in person. The decisions of the Accident Review Board can not be grieved.

- (b) Subsequent to Part (a) above, if ordered to appear at Police Courts or Insurance Adjuster's offices or report again to Corporation premises, in connection with said accident, employees will first obtain authorization from the Manager or their designate and upon reporting be paid for hours spent at straight time rates (minimum three (3) hours pay) unless, in the opinion of the Accident Review Board, such accident is considered to have been preventable -- under such circumstances no remuneration for attendance will be paid. Employees may, if they so request, have an official of the Union to assist them, said official not to be paid by the Division.

## **Article 22 - Discharge and Discipline Cases**

22.01 Disciplinary action is defined, but not limited to:

- a) A recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- b) A recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- c) A suspension; or,
- d) A discharge for just cause.

22.02 Discipline or discharge grievances shall be processed to Step #2 of the grievance procedure with a written statement lodged with the Manager within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- a) confirming management's action; or,



- b) reinstating the employee with full compensation for time lost;  
or,
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

22.03 The Corporation agrees that an employee will have access to their personnel file during office hours. Upon permission of the employee, the Union may have access to their personnel file. An employee shall have the right to respond in writing to any document contained therein and such reply shall form part of the permanent record.

22.04 The Corporation will reimburse an employee ordered to report, or called in, by an Officer of the Corporation in relation to a complaint against an employee, for time required, at regular rates of pay. Anonymous complaints will not normally be investigated unless from the perspective of due diligence, the employer is required to investigate the matter.

22.05 A management employee will not reprimand an employee in public or in the presence of another employee.

22.06 Where the employee has been demoted for disciplinary reasons and is being retrained, the rate shall be the training rate.

### **Article 23 - Hours of Work, Statutory Holidays, Seniority and Wage Rates**

23.01 Schedule "A" attached hereto sets out the provisions relating to statutory holidays, overtime, working conditions, seniority and wage rates relating to Operators – Conventional Transit.

- 23.02 Schedule "B" attached hereto sets out the provisions relating to wage rates, hours of work, statutory holidays, overtime and seniority of employees engaged in building and equipment maintenance.
- 23.03 Schedule "C" attached hereto sets out the provisions relating to hours of work, exchanges, statutory holidays, overtime, working conditions, seniority and wage rates for Operators-Specialized Transit.
- 23.04 Any new classifications or amendments to existing classifications falling within the scope of this Agreement and Bargaining Unit involving changes in major tasks will be the subject of discussion between the parties to determine the appropriate rates of pay.

#### **Article 24 – Training**

- 24.01 All employees covered by this Agreement will be paid by the Corporation at their appropriate rate of pay when required, by the Corporation, to attend any formal training, legislated training or upgrading courses.

#### **Article 25 – Licensing**

- 25.01 Effective September 10, 2018, the Corporation will reimburse all employees required to hold a Class A to F License for the license test fee, up to a maximum of twenty-five dollars (\$25) per License renewal. Employees will be required to submit a receipt.

#### **Article 26 - Job Security**

- 26.01 Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out will not result in the long-term or

permanent lay-off of the employees covered by this Agreement who are regularly engaged in such work providing the employees are qualified to perform the work.

26.02 The Corporation will give notice of lay-off in accordance with the Employment Standards Act.

### **Article 27 - Automation and Technological Change**

27.01 Whenever possible the Corporation will give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on present manpower requirements.

27.02 Permanent or regular employees who may lose their jobs by virtue of automation or technological change will be given the opportunity to fill other vacancies in accordance with the Seniority and Lay-off provisions of this Agreement.

27.03 The Corporation will undertake to retrain any employee who has been displaced by automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position with the Corporation.

### **Article 28 - Layoffs and Rehires**

28.01 When reducing forces, senior employees with sufficient ability and qualifications to perform the work will be retained.

28.02 An employee whose position is abolished or who is displaced will be entitled to exercise their seniority rights within their seniority

group and schedule, displacing a junior employee, provided that they have sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period.

If an employee cannot bump as the above, said employee may bump the junior employee in another group and schedule, provided that the employee about to bump has sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period. The carryover of seniority is only applicable for vacation and layoff purposes.

28.03 Such employee will make their choice in writing within two (2) days and must commence work in the position of their choice within five (5) days of the date displaced unless prevented by illness or other cause for which bonafide leave of absence has been granted.

An employee who, having made their choice but fails to commence work in the position within five (5) days (unless prevented as above); will have their name removed from the seniority list. In case of an employee who was on leave of absence at the date of displacement, the time limits set forth in this Clause will apply from the date that they report for duty.

28.04 A laid-off employee who desires to return to the service when work is available for them must keep the Manager and the accredited representatives of the Union informed of their address in order that they may be readily located.

- 28.05 A laid-off employee will, if qualified, be returned to service in order of seniority when staff is increased or when vacancies occur in their seniority group.
- 28.06 A laid-off employee who fails to report for duty after notification by registered letter, or to give satisfactory reason for not doing so within ten (10) days from the date of mailing of the notification, will forfeit their seniority rights under this Agreement and their name will be removed from the seniority list.
- 28.07 Lay-offs and recalls after such lay-offs will be based on the following factors:
- a) seniority;
  - b) skill, competence, efficiency, training, experience and general work record with the Corporation.

Where the qualifications in factor (b) are relatively equal, seniority will govern.

### **Article 29 - Duration Of Agreement**

- 29.01 The Corporation and the Union agree to abide by the terms of this Agreement upon its execution for the period commencing July 1, 2020 to June 30, 2023 and thereafter from year to year unless and until termination by either party by notice in writing given no earlier than ninety (90) days nor less than sixty (60) days prior to the expiration of the said Agreement, or any subsequent yearly period.
- 29.02 It is further agreed that the terms of this Agreement will continue in full force and effect until a new Agreement has been entered into.

**Article 30 - Mutually Agreed Changes**

30.01 This Agreement may be amended by the mutual consent of the Parties during the lifetime of this Agreement and any amendments thereto will form part of this Agreement and be subject to the grievance and arbitration procedure.

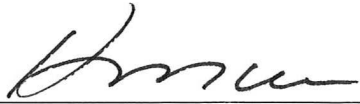
IN WITNESS WHEREOF the Parties hereto have caused their names to be subscribed by their duly authorized Officers and Representatives.

THE CORPORATION OF THE

THE AMALGAMATED TRANSIT

CITY OF THUNDER BAY

UNION, LOCAL 966



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(MAYOR)

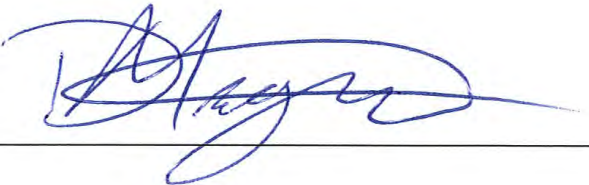


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(CITY CLERK)



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SCHEDULE "A" SETTING OUT THE PROVISIONS  
FOR STATUTORY HOLIDAYS, OVERTIME, WORKING  
CONDITIONS, SENIORITY AND WAGE RATES  
RELATING TO OPERATORS

**Article 31 - Hours of Work**

- 31.01 (a) Full-time Operators will be entitled to two (2) days off consecutively.
- (b) Fifteen (15) minutes reporting time will be paid to all Operators for the first run of the day leaving the main depot. An additional five (5) minutes reporting time will be paid to all Operators at the beginning of the second part of a split run or when an Operator is assigned a second run for that day.

Effective at the start of the first sign-up following ratification of the Collective Agreement by both parties, all Operators will be paid five (5) minutes reporting time for their first book on of the day and if applicable, five (5) minutes reporting time for a second book on (i.e. split shift).

- (c) Effective at the start of the first sign-up following ratification of the Collective Agreement by both parties, fifteen (15) minutes pre-trip inspection time will be provided and paid to Operators who have to perform a full pre-trip inspection on a bus going into service for the first time that day.
- (d) Effective March 10, 2019, there will be a minimum of nine (9) hours rest between the termination of one day's work and the commencement of the next day's work for all Operators.

- 31.02 Traveling time by scheduled transportation will be paid from the depot to point of relief in accordance with the scheduling of individual runs. All Operators must report to the Transit Maintenance Facility prior to the start of their shift(s). Travel time will be paid when an Operator is required to travel from one point of relief to a second point of relief. However, no travel time will be paid from the relief point to the Transit Maintenance Facility.
- 31.03 An unpaid lunch period of not less than thirty (30) minutes will be allowed on all runs of approximately five (5) consecutive hours, in accordance with scheduling of individual runs.
- 31.04 It is agreed that all work must be performed and employees on the relief list must be available as needed to perform the required work. If required, the junior employees on the above lists will be designated to work.

### **Article 32 - Exchange of Duties**

- 32.01 An exchange of duties shall mean an exchange of part or all of one run by an Operator with another Operator. Within any pay period the straight exchange of an Operators run or assignment with another Operator will not be unduly restricted.

The giving away of any part of an Operators run or assignment to another Operator should be no more than 250 hours in a calendar year.

1. An Operator seeking to exchange a shift will complete an Exchange of Duty form.
2. The Exchange must be authorized prior to either party working the shift exchanged.



3. The Exchange must be entered in the diary in the Control Office prior to either party working the exchanged shift. It is the responsibility of both parties to see that this is done.
4. To minimize the amount of interference with control activities, the Exchange must not be entered into the diary book until it has been finalized between both parties and approved. (Tentative arrangements will not be recorded).
5. Once the slip is signed and approved it becomes the responsibility of the alternate Operator to make sure the Exchange of Duty is covered.
6. Spare Board Operators must first be released by the Controller before agreeing to work for someone else. (This does not apply to pre-arranged, approved Exchanges entered in the diary.)
7. Transit Operators working an Exchange will be paid for the hours worked involved in the Exchange.
8. Double shifts are not permitted.
9. The Corporation will not incur any overtime as a result of approving any Exchange of Duties.
10. All Exchange of Duties between full-time Operators will be submitted to the Controller no later than 24 hours prior to the Exchange.
11. Relief Operators may accept an Exchange of Duty only on those days that fall outside of the four (4) mandatory days in a week for which they are required to make themselves available.
12. Operators completing the Exchange of Duty form with a Relief Operator must submit the form to the Operations Supervisor or

designate, no later than 14 hours preceding the start of the shift for consideration to be approved. Forms submitted later than 14 hours preceding the shift will not be considered.

13. At the Operations Supervisor or designates discretion, an Exchange of Duty may be granted and the shift may be worked by a Relief Operator. Factors contributing to the decision may include but are not limited to availability of other relief operators, overtime considerations, number of shifts requested to be covered etc. Under no circumstances will a Relief Operator work the exchange without the approval of the Operations Supervisor or designate. The Operation Supervisor or designate shall make their decision regarding

the request for exchange of duties at least eight hours prior to the start of the intended shift.

14. If an employee is exchanging a shift and requests a paid holiday or a vacation day, the exchange will not be added to the 250 hour maximum referenced above.

**Article 33 - Statutory Holidays**

33.01 The Corporation recognizes the following twelve (12) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day or Queen's Birthday	Christmas Day
Canada Day	Boxing Day

August Civic Holiday

New Year's Day

Labour Day

Family Day

Schedule "A" employees will receive one (1) additional day's pay on the first pay in December in lieu of the half ( $\frac{1}{2}$ ) day before Christmas and the half ( $\frac{1}{2}$ ) day before New Year's Day as additional Statutory Holidays.

33.02 Every Operator with thirty (30) or more days continuous service with the Corporation prior to a Statutory Holiday will be paid at the rate of eight (8) hours for each of the above-mentioned Statutory Holidays. When a Statutory Holiday falls on an employee's regular day off, a day off with pay, in lieu of the Statutory Holiday pay, will be allowed.

33.03 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is off on authorized leave other than provided for in Article 8 - Leave of Absence.

Any sign-up encompassing a Statutory Holiday will have the work for that day designated for the sign-up at the time of signing.

An Operator whose run is booked on a Statutory Holiday is obligated to work unless otherwise arranged.

Accumulated lieu days will be used when "booking off" under Clause 39.01 and at times agreed upon between the employee and the Supervisor.

Lieu time will be considered to be included in the guarantee for the week in which the Statutory Holiday occurs.

If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workplace Safety and Insurance (WSIB), they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

33.04 If an employee is required to work on a Statutory Holiday, they will receive pay for the day plus double time (2X) for all hours worked. An employee may elect to accumulate a lieu day (bank a Statutory Holiday) rather than receiving pay for the day provided:

A) the employee performs all of their scheduled or assigned work on the Statutory Holiday;

Or

B) the employee is absent from all or a portion of their scheduled or assigned work on the Statutory Holiday and any absence is covered by authorized paid casual sick time.

If an employee chooses to give away or exchange a portion of their scheduled or assigned work they will receive the overtime rate for the hours worked plus pay for the Statutory Holiday and neither employee will be eligible to accumulate a lieu day. If an employee chooses to give away all of their schedule or assigned work they will receive pay for the Statutory Holiday and the employee taking the scheduled or assigned work will receive the overtime rate for the hours worked and may elect to accumulate a lieu day.

Employees cannot accumulate more than five (5) lieu days per calendar year to a maximum of ten (10) lieu days to be taken at times agreed upon between the employee and the Supervisor.

All guaranteed Spare Board Operators working on a Statutory Holiday will be allowed to accumulate the holiday if they so desire.

33.05 All work not covered by the spareboard will be distributed by seniority. An "Available for Overtime" list will be posted daily.

#### **Article 34 - Regular Days Off**

34.01 Every Operator will be paid at the rate of time and one-half (1½) for work performed on their regular day off.

#### **Article 35 - Spread Time**

35.01 Effective July 1, 2002, Operators will be paid eighty-five cents (\$0.85) per hour, for non-working hours between scheduled daily runs, but not on overtime after scheduled runs.

#### **Article 36 - Overtime**

36.01 (a) Overtime will be paid at the rate of time and one-half (1 ½). Regular Operators will be entitled to overtime for time worked in excess of the daily work within their roster and regular spare and extra spare Operators will be entitled to overtime for time actually worked in excess of forty (40) hours per week (exclusive of unpaid lunch periods, booking on and booking off time, and travel time).

- (b) After the minimum weekly guarantee of hours has been provided to all full-time Operators, all overtime work will be divided as evenly as possible among all full-time Operators who indicate their desire for overtime work on an available daily overtime sheet. The Union will be provided with a copy of the completed daily worksheet for their records. The Corporation agrees to meet with the Union as required to discuss any concerns with respect to the method of distribution of the overtime.

36.02 Regular run Operators who take out extra work in addition to the regular run will receive a minimum of two (2) hours added to the time worked on the scheduled run. If no scheduled run or only part of a scheduled run is worked, a minimum of three (3) hours at straight time will be paid, the object being to allow the same time for regular run Operators as is allowed spare or extra spare Operators for similar work.

By way of specific example:

If an operator is late completing their normal scheduled run (e.g. traffic or train delays, etc.) they will be paid 1.5 X for the amount of time worked past their normal completion time. If an operator has completed their scheduled run, and no relief operator is available, the operator will receive a minimum of two (2) hours at 1.5 X or 1.5X for the amount of time required to be worked, whichever is greater.

36.03 Operators who work on their regular days off will be governed by the conditions of Clauses 30.01 to 30.03, if applicable, payable at straight time rates.

### **Article 37 - Premium for Instructors**

37.01 Operators who are appointed by the Manager as instructors will be paid one dollar (\$1.00) per hour extra for such time spent in training bus Operators.

### **Article 38 – Sign-up Seniority**

38.01 (a) The sign-up seniority list will be compiled such that each full-time employee will be placed in accordance with their first day of hire. Each employee must choose their job in accordance with this sign-up seniority list, the preference of jobs, commencing with the employee who has the earliest first day of hire. The Sign-up seniority list will be posted once per year.

(b) For employees who obtained permanent full-time status following September 10, 2018 the date used for the purpose of sign-up seniority shall be the date the employee obtained permanent full-time status. Employees who obtained permanent full-time status prior to September 10, 2018 will maintain their sign-up seniority date as provided for in Article 38.01 (a).

38.02 (a) Operators will sign up for runs at the rate of six (6) per day. The sign-up schedule will be posted at the same time as the sign-up is given to the Union. Operators will sign within their allocated time or sooner without superseding. The employer will contact employees who are on sick leave at the time of their sign-up. If necessary the sign-up will be delivered to them provided they reside within the city limits. Any other absences from their work site will be the responsibility of the employee to leave their choice of runs with either management or Union who will then sign on the employees behalf.

The Union will receive a copy of the sign-up a minimum of five (5) weeks before the sign-up start date. The Employer will then ensure that the final copy of each sign-up will be available for signing a minimum of three (3) weeks in advance of the sign-up start date. A copy of the final sign-up will be available at each terminal at the same time. The start-up and sign-up dates of each sign-up, including the vacation sign-up, will be posted in a prominent place in the driver's room of the main depot.

- (b) Vacation relief employees upon signing their choice of relief work available will stay with the run signed on that run for the duration of the sign-up, unless they bid on another run.

38.03 All runs will be posted four (4) times a year for employees to make their selection as to the run they desire. Copies of each sign-up will be made available to the Union Executive two (2) weeks prior to selection. Upon completion of the sign-up process, a copy of the sign-up sheets will be provided to the Union.

A sign-up period will be a minimum of ten (10) weeks to a maximum of sixteen (16) weeks in length.

As many non-split runs as possible will be established. The proposed schedule will, whenever possible, be posted up not less than two (2) weeks before going into effect and the sign-up will be completed within this period. Positions on the spare board are to be included in the Schedule. Any runs made vacant by any cause exceeding fifteen (15) consecutive days may be claimed by the next following senior Operator. If that Operator does not claim the run, the vacancy will be posted for five (5) consecutive days. If the posting is bid on, it will be filled according to seniority. If the posting is not bid on, the run will be assigned to the spareboard. Except when it is known that a run will



be vacant and that it will be vacant for a period exceeding one (1) week, then it will be bulletined immediately and filled according to seniority and choice commencing with the Operator on the seniority list immediately following the Operator signed on the vacant run.

Upon return of the regular Operator, the Operator filling that vacant run will return to their original signed position.

When an Operator begins double or triple bidding they must, with each bid, progress to a higher seniority position than the position they presently hold. In the event the Operator originally creating the vacancy returns to their run, the Operator who is temporarily filling the run will return to their original signed run. Spareboard work will rotate on the board daily, and regular spare employee will be available for any work on that particular day and will be allotted such work if their duties for that day permit.

When making out the daily work sheet, extra work will be equalized as fair as possible.

38.04 It is agreed that regular spareboard work and spare-for-the-day lists will be posted with each sign-up.

38.05 The Corporation is willing to allow full-time operators the ability to make a request to apply for a vacant run (on a first come first served basis) not previously bid. Employees would be required to submit requests in writing to the Operations Supervisor. The resulting vacated run will remain an open run and will go to the spareboard.

Those Operators that apply for and are awarded a vacant run while off on any approved leave will not have the run change take effect until their return to work date.

## **Article 39 - Reporting Time**

39.01 Day Operators missing their runs and spare board Operators failing to report at the appointed time will forfeit work for that day but, if reporting in before noon, may be allotted other available work. An Operator who reports to work less than one (1) hour after the start of their run will be allowed to take over the rest of their run but, would be subject to disciplinary action for tardiness. Night Operators missing early morning extras will not forfeit their regular runs but, will be required to report in before noon if available to take their regular run. In case of emergency, Operators requesting to book off will contact the Controller before booking off in order to permit arrangements for a relief Operator.

Operators will be subject to disciplinary action as per the attached Memorandum of Transit Operator Tardiness.

The Management may approve booking off for reasonable cause if an employee requests such leave at least forty-eight (48) hours before such booking off, and such absence does not interfere with the efficient operation of the Division. In case of emergency, Operators requesting to book off will contact the Controller before booking off in order to permit arrangements for a Relief Operator.

Runs will be posted not later than 14:30 each day except in case of emergency. It is the responsibility of each Operator, after 14:30 hours each day, to check the daily work sheets to confirm their next day start time. Once the daily work sheets are posted, affected Operators shall be notified of any adjustments made after 14:30 hours.

39.02 All Operators who have requested and been approved to be off duty for any reason will book back on duty before 12:00 hours on the day

prior to the day on which they are returning to duty. All Operators calling in to request time off related to illness or injury will do so at least thirty (30) minutes prior to their scheduled start time, on the day that they are scheduled to work. Should an Operator fail to call at least thirty (30) minutes prior to their scheduled start time and subsequently not work their scheduled shift, the shift will be deemed a missed shift unless the Operator was unable to call at least thirty (30) minutes prior due to unforeseen circumstances deemed acceptable to the Corporation.

#### **Article 40 - Guarantee**

- 40.01 (a) Operators bidding on runs or working exchange of duty days are to be paid at straight time rates when working in excess of forty (40) hours of their guarantee.
- (b) Regular spare Operators and signed run Operators are guaranteed forty (40) hours per week including paid time off. Operators who missed reporting for duty or who are out of service through any other cause will have that portion of missed duty reduced from the above guarantee.
- 40.02 When any regular spare Operator's working hours reach forty (40) hours in any week, they will not be called upon for further work until all other spare Operators have worked forty (40) hours in that same week.
- 40.03 A minimum of twelve (12) regular spare Operators will be used, which number may be reduced during June, July, and August vacation times by reducing one regular spare for each additional employee, beyond twelve (12), allowed vacation leave at any one time. Relief Operators will be employed when necessary to eliminate as far as

possible other Operators working overtime, but these relief Operators will not be covered by the guarantee as provided in Article 40, Clause 40.01.

**Article 41 - Equipment**

41.01 Operators should be made as comfortable as possible and bus equipped for safe and efficient operation. Equipment supplied to Operators will include: a punch with such equipment to remain the property of the Transit Division and to be returned to the Division on retirement or termination of Operator's employment. Operators will be responsible for loss or undue damage to such equipment and it is agreed that the replacement cost of such equipment will be deducted from the employee's regular pay cheque.

**Article 42 – Uniforms**

42.01 The Corporation will provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as defined as follows:

<b>Uniform Clothing Item</b>	<b>Points (each item)</b>
Pants	5 Points
Shorts or Capri's	3 Points
Shirts	2 Points
Sweaters	5 Points
Sweatshirt	3 Points

Cap or Toque	1 Point
Light Spring Jacket	5 Points
3 in 1 Parka or Winter Parka	15 Points
Footwear (excluding sandals)	10 Points

Maximum Footwear utilization is 10 points per year.

The following will be the styles and colors of the Uniform.

Pants and Shorts will be Navy Blue, and will be casual, cargo, dress, or capris

Shirts will be a light blue, styles will include long or short sleeve, golf or polo

Sweaters may be v-neck, crew neck, or turtleneck and will be Navy Blue

Sweatshirts and jackets will be Navy Blue

Socks must be black, blue, or white and must be worn

Footwear must be black or dark brown with no more than a one inch heel

Any other accessories such as ties or scarves must be compatible with the rest of the Uniform

Only Caps or toques approved by the Manager or Designate may be worn

The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired employee enters into their first winter as a Transit Operator, the employer, on a onetime only basis, will supply each new employee with a winter parka. From that point forward, winter parkas will be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Employees who do not comply with the approved uniform may be subject to discipline and will be sent home and be placed on a leave without pay until such time as they are in compliance.

Points not used by July 1 of each year will not be carried forward to the following year.

A Uniform Committee consisting of two (2) union members and two (2) management members will make recommendations to the Manager or designate regarding the quality, and style of uniform. Following consultation with the Uniform Committee the Manager or designate shall determine the uniform clothing quality and style.

Uniform Suppliers will be selected through the City of Thunder Bay's corporate policies and procedures regarding procurement.

42.02 Effective January 1, 2019, and every January 1 thereafter the Corporation will provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as defined as follows:

<b>Uniform Clothing Item</b>	<b>Points (each item)</b>
Pants	6 Points
Shorts	3 Points
Shirts	2 Points
Sweaters	5 Points
Sweatshirt	3 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
3 in 1 Parka or Winter Parka	15 Points
Footwear (excluding sandals)	10 Points

Maximum Footwear utilization is 10 points per year. Operators choosing to utilize points for footwear must allocate points for footwear by January 31 and will have until July 1 to purchase footwear and submit a receipt.

The following will be the styles and colors of the Uniform.

Pants and Shorts will be Navy Blue, and will be casual, cargo, or dress

Shirts will be a light blue, styles will include long or short sleeve, golf or polo

Sweaters may be v-neck, crew neck, or turtleneck and will be Navy Blue

Sweatshirts and jackets will be Navy Blue

Socks must be black, blue, or white and must be worn

Footwear must be black or dark brown with no more than a one inch heel

Any other accessories such as ties or scarves must be compatible with the rest of the Uniform

Only caps or toques approved by the Manager or Designate may be worn

The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired employee enters into their first winter as a Transit Operator, the employer, on a one time only basis, will supply each new employee with a winter parka. From that point forward, winter parkas will be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Employees who do not comply with the approved uniform may be subject to discipline and will be sent home and be placed on a leave without pay until such time as they are in compliance.



All requests for Uniform clothing items will be submitted by January 31<sup>st</sup> of each year and points not used by January 31<sup>st</sup> of each year will not be carried forward to the following year.

A Uniform Committee consisting of two (2) union members and two (2) management members will make recommendations to the Manager or designate regarding the quality, and style of uniform. Following consultation with the Uniform Committee the Manager or designate shall determine the uniform clothing quality and style.

Uniform Suppliers will be selected through the City of Thunder Bay's corporate policies and procedures regarding procurement.

#### **Article 43 – Spareboard Agreement**

43.01 Effective March 10, 2019, the Union and the Corporation agree that all assignments may be subject to change due to operational requirements.

Spareboard Operators are on call for a maximum of nine (9) hours from their first book on and will have a maximum work day of thirteen (13) hours. All work must be assigned within the 9 hour on call period.

Spareboard Operators will be paid a minimum of three hours (at straight time) once per day that they are required to report to work. If a Spareboard Operator is called for duty by a proper Official and is not required after reporting for duty, they will receive a minimum of three (3) hours pay at straight time. If an Operator has been released from duty, and is called back to duty within three (3) hours, they will be paid according to the hours worked. If three (3) hours has elapsed from the time of release, and the Operator is called back to duty, the

Operator will receive a second three (3) hour minimum of pay at straight time.

Whenever possible, according to work available for the day and the Spareboard Operator's weekly hours, permanent full-time Spareboard Operators will be given priority for the shifts with the earliest end times starting with the permanent full-time Spareboard Operators approaching their next regular days off.

Sitting Spare Examples:

SPARE #1 Monday to Saturday

Book on at 05:30; off at 8:30; on call 14:30 and can be assigned work until 18:30 if work is assigned prior to 14:30.

Spare #1 Sunday

Book on at 7:30; off at 11:30; on call until 16:30 and can be assigned work until 20:30 if work is assigned prior to 16:30.

SPARE #2 Monday to Friday

Book on at 05:45; off at 08:45; on call until 14:45 and can be assigned work until 18:45 if work is assigned prior to 14:45.

SCHEDULE "B" SETTING OUT THE PROVISIONS  
OF WAGE RATES, HOURS OF WORK, STATUTORY  
HOLIDAYS, OVERTIME AND SENIORITY RELATING  
TO EMPLOYEES ENGAGED IN BUILDING AND EQUIPMENT MAINTENANCE

**Article 44 – Hours of Work**

44.01 It is agreed that the Corporation may hire part-time workers who will not work more than twenty-four (24) hours per week for the cleaning of the interior of buses only. The use of part-time workers will not result in the lay-off of regular staff. Such part-time workers will not become members of the Union, nor be covered by the terms of this Agreement.

44.02 Extended Hours of Work for Transit Service Crew (Service Technician "A")

The Union and the Corporation agree to Extended Hours of Work for Transit Service Crew.

1. Overtime will be paid to service crew members after 44 hours worked per week. The hours of work will be averaged over a period of two weeks to determine the hours of overtime.

In the case of Employees working on their first and second regularly scheduled days off, overtime will be paid at the rate of time and one-half (1 ½ x) for all hours worked.

In the case of Employees working on their third and fourth regularly scheduled days off, overtime will be paid at the rate of double (2x) time for all hours worked.

2. Shift differential will be paid at the rate established in the collective agreement for all hours worked from 4:00 p.m. to 8:00 a.m.

3. Current and future vacation entitlement will be calculated in hours. (i.e. - one day of vacation entitlement will represent 8 hours of vacation). The extra vacation time for an employee who receives one additional day of vacation for each year of completed service after twenty-three (23) years of completed continuous service will be calculated as eight (8) hours per one (1) day of vacation entitlement. Any improvements to Article 20.01 will apply to the employees covered by this letter.

4. The extended work schedule will require service crew members to work from 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m. with two lunch periods. The first lunch period will be paid and the second will be unpaid. Service crew employees who work the full regular shift will be paid for 11.5 hours.

5. If a service crew member is required to work on a statutory holiday, they will receive double time for all hours worked, plus eight (8) hours pay for the day. An employee may elect to accumulate the eight (8) hours pay as lieu time rather than receiving pay for the day provided they do not accumulate more than forty (40) hours of lieu time per calendar year to a maximum accumulation of eighty (80) hours to be taken at times agreed upon between the employee and the supervisor.

The maximum amount of payment or lieu time that can be earned by an employee is ninety-six (96) hours per year based on twelve (12) Statutory Holidays times eight (8) hours per each Statutory Holiday.

6. If a service crew member is not required to work on a statutory holiday, they will receive (8) eight hours statutory holiday pay provided that they have met the entitlement provisions outlined in the collective agreement. Statutory holidays for students will be as per the Employment Standards Act.

7. Students can be used throughout the year to cover for employees who are off on short term sickness, long term disability, or any other leaves for which employees need to be replaced. The Corporation will endeavour to obtain available students for replacement of employees wherever possible. Students will be paid at the rate of 85% of the full-time classification start rate. Students will not receive wage increases above the start rate. Students will not be paid at overtime rates except as required under the Employment Standards Act. Students will be defined as those individuals actively working towards a degree, diploma or certificate on a full time or part-time basis. Additional staff will only be called in to work when the number of full-time employees on shift drops to one full-time employee and a replacement has to be brought in for the absent full-time employee.

8. As per Clause 15.01 (b), all full-time employees shall receive forty-eight (48) hours of casual sick leave on January 1st of each year. An employee who has to use casual sick time can use the forty-eight (48) hour bank as they see fit, but any excess casual sick time beyond forty-eight (48) hours will either be without pay or accumulated lieu time or vacation time.

9. As per Article 17, an employee who requires bereavement leave will be paid on the basis of eleven and one half (11.5) hours for each day on bereavement leave which is a regularly scheduled day of work. It should be noted that an employee only receives paid bereavement leave and/or funeral leave. Bereavement leave starts

immediately upon notification by the employee to the Supervisor and may be without pay if the employee is on their days off.

- 44.03 (a) The hours of work for Truck & Coach/Automotive Technician will be five (5) eight (8) hour shifts each week, Monday through Friday inclusive, followed by two (2) consecutive days off as follows:

Between 6:00 a.m. to 4:30 p.m. with 1/2 hour unpaid lunch break;

4:00 p.m. to 12:00 Midnight with ½ hour paid lunch break;

NOTE: FOR SUMMER SCHEDULE (VICTORIA DAY TO LABOUR DAY) 8:00 A.M. TO 4:30 P.M.

Scheduling of Truck & Coach/Automotive Technicians Hired Prior to February 1, 2014

A maximum of two (2) Truck & Coach/Automotive Technicians will be scheduled five (5) consecutive eight (8) hour shifts each week from 6:00 a.m. – 2:30 p.m. with 1/2 hour unpaid lunch break, Monday through Friday inclusive, followed by two (2) consecutive days off.

A minimum of one (1) to a maximum of two (2) Truck & Coach/Automotive Technicians will be scheduled five (5) consecutive eight (8) hour shifts each week from 7:00 a.m. – 3:30 p.m. with 1/2 hour unpaid lunch break, Monday through Friday inclusive, followed by two (2) consecutive days off.

Truck & Coach/Automotive Technicians shifts will be posted once every four (4) months. Each sign-up will contain a minimum of two (2) shifts starting before 8:00 a.m. Employees will make their

selection, in order of seniority, as to the schedule they desire. Copies of shift schedule will be made available (2) weeks prior to selection. Upon completion of the sign-up, a copy of the sign-up sheets will be provided to the Union.

The regular hours of work for any Truck & Coach/Automotive Technicians hired after February 1, 2014 will be five (5) consecutive eight (8) hour shifts, plus a one 1/2 hour unpaid meal break, followed by two (2) consecutive days off.

- (b) The regular hours of work for Lubricator employees will be eight (8) hours between 7:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of a one-half (1/2) hour unpaid meal break, followed by two (2) consecutive days off.

The regular hours of work for Service Technician "B" employees will be eight (8) hours between 7:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of a one-half (1/2) hour unpaid meal break.

The regular hours of work for any Service Technician "B" or Lubricator hired after January 1, 2019, will be five (5) consecutive eight (8) hour shifts, plus a one 1/2 hour unpaid meal break, followed by two (2) consecutive days off.

- (c) The regular hours of work for the Leadhand Truck & Coach/Automotive Technician employees will be eight (8) hours between 6:00 a.m. to 3:30 p.m. Sunday through Thursday, inclusive of a one-half (1/2) hour unpaid meal break. A qualified Truck and Coach/Automotive Technician may be assigned to acting Leadhand duties on Fridays and will be paid the Leadhand rate of pay.

- (d) The regular hours of work for Service Technician "C" will be five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off.
- (e) The regular hours of work for the Leadhand Truck & Coach Automotive Technician "Lift +" classification will be give (5) consecutive eight (8) hours shifts, plus a one-half (1/2) hour unpaid meal break, followed by two (2) consecutive days off.F

**Article 45 - Statutory Holidays and Regular Days Off**

45.01 The Corporation recognizes the following twelve (12) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day or Queen's Birthday	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	New Year's Day
Labour Day	Family Day

In addition to the above, Schedule "B" employees except those holding the classification of "Service Technician" will be granted the one-half (1/2) day before Christmas Day and the one-half (1/2) day before New Year's Day as additional Statutory Holidays.

Employees holding the classification of "Service Technician" will receive one (1) additional day's pay on the last pay in November in lieu of the half (1/2) day before Christmas and the half (1/2) day before New Year's Day as additional Statutory Holidays.



45.02 Every employee with thirty (30) days or more continuous service with the Corporation prior to a Statutory Holiday will be paid at their appropriate rate of pay for each of the above-mentioned Statutory Holidays, and in addition, will be paid double (2X) time for time worked on the above-mentioned Statutory Holidays.

For the purposes of Article 45.02, Service Technician "C" will not be considered a shift worker.

Shift workers will be required to work on a Statutory Holiday which falls on their regularly scheduled shifts unless otherwise informed by Management.

Employees other than shift workers will not be required to work on a Statutory Holiday unless officially requested by Management to do so.

45.03 When any of the above-named Statutory Holidays fall on a Saturday or a Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday will be deemed to be the holiday(s) for the purpose of this Agreement other than for shift workers who will observe and be paid for the holiday on the day that it falls.

45.04 When any of the above-named Statutory Holidays fall on an employee's scheduled day off, the employee will receive another day off at a time agreed upon between the employee and the employer.

45.05 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is ill, on authorized vacation or leave of absence.

If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workplace Safety and Insurance (WSIB), they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

- 45.06 If an employee is required to work on a Statutory Holiday, days off in lieu of Statutory Holiday pay may be granted and allowed to accumulate up to five (5) days per calendar year to a maximum accumulation of (10) days, to be taken at times agreed upon between the employee and the Supervisor. When the required work is less than eight (8) hours, the employee will receive their overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

#### **Article 46 - Overtime and Sunday Work**

- 46.01 Employees working standard eight (8) hour schedules will be paid at the rate of time and one-half (1½) for the first four (4) hours of overtime after a regular shift and double (2X) time after the four (4) hours up to the commencement of the next regular shift, and time and one-half (1½) for all hours worked on the sixth day of their regular work week, and double (2X) time for all hours worked on the seventh day of their regular work week.

Unscheduled overtime for absence replacement may be for peak periods only.

- 46.02 In the event of a call out for an emergency after regular working hours, an employee will be paid four (4) hours at regular rates of pay or at their applicable overtime rate, whichever is the greater.

- 46.03 A meal allowance to a maximum of eight dollars and fifty cents (\$8.50) will be allowed when an employee is required to work

unscheduled overtime in excess of two (2) hours beyond their normal shift and every five (5) hours thereafter.

- a) if meal is eaten at work site, paid time will be allowed;
- b) if meal is eaten away from work site, all lost time, including transportation, will be absorbed by the employee.

#### **Article 47 - Shift Differential**

47.01 Effective September 10, 2018, a shift differential of seventy-five cents (\$0.75) per hour will be paid on all hours worked on a regular shift that starts between 4:00pm and midnight. Those covered under extended hours of service will be paid shift differential according to Article 44.02.

#### **Article 48 – Schedule “B” - General**

48.01 Short Term “Temporary” Vacancies/Transit Service Technician “A”  
The Corporation agrees to establish a list of ATU members to fill approved relief and/or temporary full-time Service Technician “A” vacancies. These employees will fill in as follows:

- i) For temporary service technician vacancies of up to thirty (30) calendar days or less, or;
- ii) Until temporary vacancy is posted and filled in accordance with Article 14.01 (i.e. when it becomes known that the temporary vacancy will exceed thirty (30) calendar days it will be posted in accordance with the Article 48.02. Re: Full-Time Temporary Service Technician “A”).

When required, a notice will be posted seeking applicants for the relief list in the four (4) ATU lunchrooms for seven (7) working days. ATU members will be selected for the list, in accordance with Article 14.01. Selection from the list of approved applicants will be based on seniority. The Corporation will endeavor to minimize the payment of overtime, as a result of the transfer, for the Service Technician "A" vacancy.

If a selection cannot be made from the list, then the Corporation shall have the right to appoint the least senior member of the relief list, a Relief Operator and/or a student to Relief Service Technician "A" vacancies. The Relief Operators and/or students will be used to fill the temporary vacancies as outlined above. Relief Operators and/or students will be terminated at the end of the temporary assignment and will not be covered under Article 27 – Layoffs and Rehires.

A member of the relief list with the exception of those off due to vacation, STD, LTD or WSIB, who declines three (3) consecutive requests to fill a relief or temporary Service Technician A vacancy will be removed from the relief list for a period of three (3) years. A member of the relief list who declines three (3) consecutive requests to fill a relief or temporary Service Technician A vacancy who has never filled a single vacant Service Technician A shift after being trained and outfitted with uniforms and Personal Protective Equipment (PPE) to do so, will be removed from the relief list and will return uniforms and PPE to their supervisor. If the same employee is put on the relief list after a three year period and declines three (3) consecutive requests to fill a relief or temporary Service Technician A vacancy the employee will be permanently removed from the relief list.

Relief Operators and/or students appointed to Temporary Service Technician “A” positions will be covered by the Collective Agreement and such Temporary employees will be paid at the appropriate rate of pay as per the applicable clauses and Letters of Understanding of the Collective Agreement.

When it becomes known that a sick or injured employee will not return to their position as a Service Technician “A”, and as per Article 11, the vacancy will be staffed; it will be posted and filled as a regular full time vacancy in accordance with Article 14.01.

48.02 Full-Time “Temporary” Service Technician “A”

The Corporation may appoint persons to full-time temporary Service Technician “A” positions which will be covered by the collective agreement and will be paid at appropriate rates of pay and receive paid benefits. However, such employees will not accumulate seniority.

When it becomes known that a sick or injured full-time worker will not return to their position as a Service Technician “A”, and such vacancy must be filled, it will be posted as a regular full-time vacancy for a period of not less than seven (7) working days for bid by the employees.

The temporary employees will be terminated when the position is filled as a regular full-time vacancy, and will not be covered by the provisions of Article 27 – Lay-offs and Rehires. However, nothing shall prevent the temporary employee from applying for full-time vacancies. Transit Operators filling the temporary full-time vacancy will return to their former position when the position is filled as a regular full-time vacancy.

Where two (2) or more applicants meet the minimum qualifications as outlined in the Service Technician “A” position description, and have satisfactory work records, preference must be given to applicants who are full-time employees and A.T.U. members. If preference has been given to two (2) or more “full-time” A.T.U. members, seniority will govern.

48.03 Truck and Coach / Automotive Technician / Auto Body & Collision Damage Repairer / Tire Wheel and Rim Mechanic / Lubricator Vacancies

The Corporation will post a vacancy caused by a long term absence of fifteen (15) weeks or when it becomes known that the vacancy will exceed fifteen (15) weeks.

The position will be filled as “regular full-time” and the successful applicant will receive all the benefits of the collective agreement.

Should the employee whose absence caused the vacancy return to full working hours, the individual filling this posted position shall be terminated.

Note: This article is in no way is intended to restrict Management’s right to determine the need to fill a vacancy.

48.04 Full-Time “Temporary” Storekeeper I and II

The Corporation agrees to establish a list of a minimum of two (2) ATU members to fill relief Storekeeper I positions when a temporary vacancy occurs, which must be filled, for which the Corporation has been given forty-eight (48) hours’ notice. These employees will fill-in as follows:

- i) until such time as the temporary vacancy ends, or
- ii) until the temporary vacancy is posted and filled in accordance with Article 14.01, (when it becomes known that the temporary vacancy exceeds thirty (30) days it will be posted).

When required, a notice seeking applicants for the relief list will be posted in the four (4) ATU lunchrooms for seven (7) working days. ATU members will be selected for the list, in accordance with Article 14.01. Selection from the list will be on the basis of seniority. Overtime will not result during the transfer of individuals from the relief list to the Storekeeper I position

An employee from the relief list will only be released if there is no interruption to Transit service and their work can be filled first at straight time or alternatively from the daily overtime list.

If a selection cannot be made from the list or there is less than forty-eight (48) hours' notice, then the Corporation shall have the right to appoint Temporary employees in a Storekeeper I position for the duration of the absence in accordance with Article 48.04 ii) above. These Temporary employees will be used to fill the temporary vacancies as outlined above for the relief list. Temporary employees will be terminated at the end of the temporary assignment and will not be covered by Article 27 – Layoffs and Rehires. These temporary positions will be covered by the Collective Agreement and such Temporary employees will be paid at appropriate rates of pay and receive paid benefits.

In the event that both the Storekeeper I and II positions become temporarily vacant at the same time, both positions will be filled in accordance with the above-stated procedure, including the right to hire "Temporary" employees as outlined in paragraph #3.

When it becomes known that a sick or injured employee will not return to their position as a Storekeeper I or II, and such vacancy must be filled, it will be posted and filled as a regular full-time vacancy in accordance with Article 14.01.

#### **Article 49 - Protective Clothing**

49.01 All Maintenance personnel will be entitled to appropriate gloves, coveralls or shop coats, rubber boots, and rain-coats on an as-required basis.

49.02 Weather appropriate parkas will be supplied on September 1<sup>st</sup> of every fourth winter or on an "as required" basis due to damage incurred in the course of the employee's duties, at the discretion of Management.

49.03 Effective January 1, 2019, maintenance personnel will have the option of continuing to receive coveralls or shop coats on an as needed basis, as per Article 49.01, or receive a work clothing allowance.

Maintenance personnel must indicate to their supervisor, which option they will be selecting, by December 1<sup>st</sup> for the following year.

Once the option has been selected, staff will be unable to change their selected option until the following year.

For maintenance personnel opting to receive a work clothing allowance, the Corporation will reimburse each staff person, for the purchase of work appropriate clothing, up to a maximum of two hundred and seventy five dollars (\$275) per calendar year upon presentation of a receipt of purchase. Effective January 1, 2022,



maintenance personnel opting to receive a work clothing allowance, the Corporation will reimburse each staff person, for the purchase of appropriate work clothing, up to a maximum of three hundred and fifty dollars (\$350) per calendar year upon presentation of a receipt of purchase. Staff will have until January 31st of each year to submit receipts for their previous year's entitlement. A newly hired staff person, who opts to receive a work clothing allowance in the first calendar year of employment, will be entitled to a prorated benefit based on their date of hire.

Any amount unclaimed cannot be carried to the next calendar year's entitlement.

Employees working in temporary assignments will not be eligible to opt into the work clothing allowance.

#### **Article 50 - Tool Allowance**

50.01 Effective January 1, 2019, a tool allowance of nine hundred dollars (\$900) per calendar year will be applicable when required to all employees holding the positions of Truck and Coach/Automotive Technician and Auto Body & Collision Damage Repairer.

Effective January 1, 2023, a tool allowance of one thousand dollars (\$1000) per calendar year will be applicable when required to all employees holding the positions of Truck and Coach/Automotive Technician and Auto Body & Collision Damage Repairer.

50.02 The Corporation will supply a selection of necessary tools for the use of the Tire, Wheel and Rim Mechanic, Tire/Battery Technician "B", Service Technician "A", Service Technician "B", Service Technician "C" and Lubricator as required.

50.03 The purchase of tools under the Tool Allowance by employees holding the above-mentioned positions will be subject to strict Management control and will be approved only on the recommendation of the Supervisor - Equipment or a duly authorized representative of Management.

50.04 Trade License Fee Reimbursement

Effective January 1, 2019, the employer will reimburse the cost of the trade license membership fee for Truck and Coach/Automotive Technician classification, to a maximum of one hundred and thirty-five dollars (\$135) per year.

#### **Article 51 - Safety Shoes**

51.01 Safety shoes will be provided at the discretion of Management where required to a maximum of one (1) pair per year.

#### **Article 52 - Wages**

52.01 Employees who are at their maximum rate, performing duties on a temporary basis in a higher classification, will receive the next higher rate of pay for all hours worked in that classification, and employees working through their progression steps will not receive less than they were receiving prior to the appointment.

SCHEDULE "C"  
SETTING OUT THE PROVISIONS FOR HOURS OF WORK, EXCHANGE OF  
DUTIES, STATUTORY HOLIDAYS, OVERTIME, WORKING CONDITIONS,  
SENIORITY AND WAGE RATES RELATING TO  
OPERATOR-SPECIALIZED TRANSIT (OPERATOR)

**Article 53 - Hours of Work**

The normal work week for full-time Operators shall consist of five consecutive shifts of approximately eight (8) hours followed by two (2) consecutive days off.

An unpaid lunch break of not less than thirty (30) minutes shall be scheduled on all shifts of approximately five (5) or more hours.

Operators may be scheduled to report up to one-half ( $\frac{1}{2}$ ) hour prior to or one half ( $\frac{1}{2}$ ) hour following their original signed shift. Operators are required to complete their daily scheduled work. If an Operator is late completing their normal work schedule (e.g. traffic or train delays, etc.) they shall be paid 1.5 X for the amount of time worked past their normal completion time. It is understood that the daily work schedule may exceed eight (8) hours.

It is agreed that all work must be performed and part-time Operators must be available as needed to perform the required work. If required, part-time Operators shall be assigned to work in reverse order of seniority.

The parties agree that given the highly specialized door-to-door service performed by the Corporation, and given the service provided by the Corporation requires that it have access to various properties, it is agreed that Operators may be required to pass through or work behind picket lines, provided that no Operator will be required to expose themselves or a user to unnecessary risks or danger.

## **Article 54 – Exchanges of Duty and Shift Give Away**

54.01 An “Exchange of Duty” shall mean an exchange, between two (2) Operators, of part or all of any daily shift. An exchange of duty must be reciprocal with both pieces of work occurring in the same pay period. A “Shift Give Away” shall mean any part or all of a daily shift that is given from one Operator to another Operator (non reciprocal).

No Operator shall exceed 250 hours of “shift give aways” in any one calendar year.

1. Operators seeking to exchange/give away a shift shall complete an Exchange of Duty or Shift Give Away form as required.
2. The exchange/shift give away must be signed by both parties and authorized by the Controller prior to a party working the exchanged work.
3. The exchange of duty/shift give away shall not be considered approved until it has been signed off by the Controller and a copy of the signed off form has been given back to the Operators.
4. The approved exchange/shift give away becomes the responsibility of the Operator who signed to accept the work.
5. Operators will be paid only for the hours worked on an exchange/give away. No additional time shall be added.
6. Double shifts are not permitted.

7. The Corporation shall not incur any overtime as a result of approving any exchange of duty or shift give away.
8. Part-time Operators may accept a shift give away provided they are not obligated to be available for regular work on that day, or provided they have been released from that obligation by the Controller.
9. Where an Operator is giving away a shift and requesting to be paid out an accumulated day or vacation day, the time for the give away shall not be deducted from the 250 hour maximum allowable yearly give away hours.

**Article 55 - Statutory Holidays**

The Corporation recognizes the following twelve (12) Statutory Holidays

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

Every full-time Operator with thirty (30) or more days of continuous service with the Corporation prior to a Statutory Holiday shall be paid at a rate of eight

(8) hours for each of the above mentioned Statutory Holidays. When a Statutory Holiday falls on the full-time Operators regular day off, a day off with pay, in lieu of the Statutory Holiday pay, shall be allowed.

In order to be entitled to payment for a Statutory Holiday, an Operator must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is off on authorized leave other than provided for in Article 8 - Leave of Absence.

Accumulated lieu days shall be used when "booking off" under Article 59 and at times agreed upon between the Operator and the Supervisor.

Lieu time shall be considered to be included in the guarantee for the week in which the Statutory Holiday occurs.

If an Operator is absent on sick leave covered by the STD/LTD insured plan or on an approved Workplace Safety and Insurance (WSIB) claim, they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

If a full-time Operator is required to work on a Statutory Holiday, they shall receive pay for the day plus double time (2X) for all hours worked. An Operator may elect to accumulate a lieu day rather than receive pay for the day provided they do not accumulate more than five (5) lieu days per calendar year to a maximum accumulation of ten (10) lieu days to be taken at times agreed upon between the Operator and the Supervisor. When an Operator is required to work less than eight (8) hours on a statutory holiday, they shall receive their overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

## **Article 56 – Overtime**

56.01 Overtime shall be paid to full-time Operators at the rate of time and one-half (1½) for all hours worked beyond their daily work schedule of approximately eight (8) hours.

Overtime not connected to regular shifts shall be offered first in order of seniority and on a rotating basis, to full-time Operators and then to part-time Operators. The Union shall be provided with a copy of the completed daily worksheet for their records. The Corporation agrees to meet with the Union as required to discuss any concerns with respect to the method of distribution of the overtime.

Every full-time Operator shall be paid at the rate of time and one-half (1 ½) for work performed on their regular day off.

In no event shall overtime be duplicated, compounded or pyramided.

## **Article 57 - Premium for Instructors**

Operators who are appointed by the Manager or designate as instructors shall be paid one dollar (\$1.00) per hour for such time spent in training Operators.

## **Article 58 - Sign-up Seniority**

A Seniority List shall be compiled such that each individual full-time Operator shall be placed in accordance with their full-time seniority date. Effective January 1, 2015, seniority for new Operators shall be on the first day of hire. Operators who were employed on January 1, 2014 shall maintain their

seniority date as it was prior to January 1, 2014. When sign-ups are posted, each full-time Operator will choose their start time commencing with the senior Operator.

The Corporation shall keep up-to-date, separate seniority lists for full-time and part time Operators, and provide the Union, upon request, with up-to-date copies of these lists, which shall also include the employee's date of hire. These seniority lists shall be posted at the workplace.

- a) Seniority full-time begins the date of hire as a full-time employee.
- b) Seniority for part-time begins on the date of hire in the company.

Sign-ups shall be posted no later than thirty (30) days prior to when the sign-up will start. There shall be a maximum of three (3) sign-ups per year. Each sign-up shall be approximately four (4) months in length. Each full time Operator shall have an opportunity, on the basis of their seniority, to choose any start time remaining available on the sign-up. A schedule shall be posted where five (5) full-time Operators per day shall be scheduled to sign the sign-up. Operators shall sign within their allotted time or be superseded by the next Operator once it becomes their turn to sign.

The Corporation shall contact Operators who are on sick leave (STD, LTD, WSIB) and if necessary shall deliver the sign up to them to sign provided that the Operator is within City limits. Operators who are, at the time they are scheduled to sign the sign up, absent from the work place for any other reason shall be responsible to sign the sign up at their allotted time.

The Union shall receive a copy of the sign up no less than thirty (30) days to the sign up start and shall also receive an updated copy once the signing is completed. The start of each sign up and sign up dates shall be posted in a prominent place in the main Operators Lounge at the beginning of each year.



Shift schedules on the sign up shall be designed that Operators in order of seniority shall sign-up for their start time. However, start times each day may vary within one-half (1/2) hour of the start time posted on the sign-up as per requirements to fill the work. For example, if an Operator selects a 6:30 a.m. start time, that Operator may be scheduled between 6:00 a.m. and 7:00 a.m. depending on the needs of the business on any given day.

There shall be a minimum eight (8) hours rest between termination of one day's work including overtime, and commencement of the next day's work.

### **Article 59 – Reporting Time**

59.01 Operators who fail to report at the appointed time shall forfeit work for that day but, if reporting in before noon, may be allotted other available work. In case of emergency, Operators requesting to book off shall contact the Controller prior to their scheduled start time.

Operators shall be subject to disciplinary action as per the attached Letter of Understanding Re: Transit Operator Tardiness.

The Corporation may approve booking off for reasonable cause if the request does not interfere with the efficient operation of the Division. Shifts shall be posted no later than 14:30 hours each day except in the case of emergency. It is the responsibility of each Operator, after 14:30 hours each day, to check the daily work sheets to confirm their next day start time. Once the daily worksheets are posted, affected Operators shall be notified of any adjustments made after 14:30 hours.

All Operators who have booked off duty for any reason shall book back on duty before 12:00 hours on the day prior to the day on which they are returning to duty.

### **Article 60 – Guarantee**

60.01 Operators working exchange of duty days or shift give aways shall be paid at straight time rates when working in excess of forty (40) hours of their guarantee.

Full-time Operators are guaranteed forty (40) hours per week including paid time off. Operators who missed reporting for their shift or who are out of service through any other cause shall have that portion of missed duty reduced from the above guarantee.

### **Article 61 – Equipment**

61.01 Operators should be made as comfortable as possible and bus equipped for safe and efficient operation. A punch shall be supplied to each Operator and shall remain the property of the Transit Division and be returned to the Division on retirement or termination of an Operator's employment. Operators will be responsible for loss or undue damage to the punch and the replacement cost of the punch shall be deducted from the Operator's regular pay cheque.

### **Article 62 - Uniforms**

62.01 Effective January 1, 2019 and every January 1<sup>st</sup> thereafter the Corporation shall provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as follows:

Uniform Clothing Item	Points (each item)
Pants	6 Points
Shorts	3 Points
Shirts	2 Points
Sweaters	5 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
Rain Jacket	10 Points
Parka or Winter Parka	15 Points
Footwear	15 Points

Maximum Footwear utilization is 15 points per year. Operators choosing to utilize points for footwear must allocate points for footwear by January 31 and will have until July 1 to purchase footwear and submit a receipt.

The following shall be the styles and colours of the Uniform:

- Pants and Shorts shall be Navy Blue, and will be casual, cargo or dress

- Shirts shall be a light blue, styles shall include long or short sleeve, golf or polo
- Sweaters shall be V-neck, or turtleneck and will be Navy Blue

Jackets will be Navy Blue

- Socks must be black, blue, or white and must be worn
- Footwear must be steel-toed, black or brown, CSA approved and have no more than a one (1) inch heel
- All other accessories such as ties or scarves must be compatible with the rest of the Uniform
- Only caps or toques approved by the Manager or Designate may be worn

The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired Operator enters into their first winter as an Operator, the Corporation, on a onetime only basis, shall supply each new Operator with a winter parka. From that point forward, winter parkas shall be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Operators who do not comply with the approved uniform may be subject to discipline and shall be sent home and be placed on a leave without pay until such time as they are in compliance.

Points not used by January 31 of each year will not be carried forward to the following year.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

**RE: TRANSIT OPERATOR TARDINESS**

With respect to Transit Operators' tardiness and the steps to be followed which have been agreed to by the Executive Committee of A.T.U. and Transit Management.

The following procedure is to be followed regarding employee tardiness:

<b>OFFENSE</b>	<b>ACTION</b>
1 <sup>st</sup> Offense	Verbal warning
2 <sup>nd</sup> Offense	Consultation and a written warning
3 <sup>RD</sup> Offense	Consultation and one (1) day suspension
4 <sup>TH</sup> Offense	Consultation and three (3) day suspension
5 <sup>TH</sup> Offense	Consultation and five (5) day suspension
6 <sup>TH</sup> Offense	Will result in termination unless investigation indicates that other steps will result in satisfactory resolution of the problem.

Further that the time frame for the above steps be based on the following:

Upon each occurrence of lateness that occurs within three months of a previous occurrence the next step of the discipline procedure will be followed.

Should more than three months lapse between occurrences the discipline will revert back one step in the discipline procedure for each three months between occurrences.

Example

An employee who receives a three day suspension for their fourth offense would follow the following schedule of discipline for subsequent offenses:

A recurrence within three months of the last offense: Five day suspension.

A recurrence between three months and six months of the last offense: Three day suspension.

A recurrence between six months and nine months of the last offense: One day's suspension.

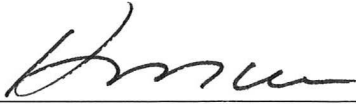
A recurrence between nine months and twelve months from the last offense: Written warning.

A recurrence over twelve months would be a verbal warning.

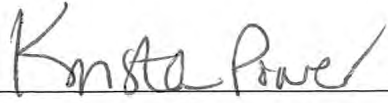
In the case of an employee who has received a five day suspension for a fifth offense that employee must serve a six month monitoring period during which any further offences may result in dismissal and subsequent to which the discipline will revert back one step as per the above schedule.

SIGNED THIS 14TH DAY OF July, 2022.

FOR THE CORPORATION

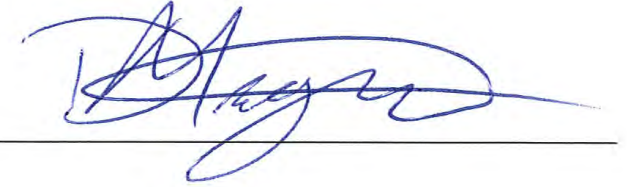


MAYOR



CITY CLERKS

FOR THE UNION



## LETTER OF UNDERSTANDING

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

### **RE: RELIEF OPERATORS**

Relief Operators will only be used to fill a vacancy and work assignment that can not be filled in the normal manner. The number of Relief Operators the Corporation may hire will be restricted to not more than 15% of the full time complement. This does not preclude the Corporation from hiring Relief Operators in excess of 15% with the agreement of the Union.

Relief Operators will not be allowed to “sign up or bid” on runs.

Relief Operators will become Union members in accordance with this agreement and subject to the dues deductions as per the agreed formula.

Relief Operators will receive the rate of pay in accordance with Schedule “A” Job Classification and wage rates established for Operators. After nine (9) months from the date of hire, Relief Operators will receive one dollar (\$1.00) per hour in lieu of fringe benefits.



## **RE: RELIEF OPERATORS – Cont'd**

Relief Operators will receive the following:

1. The normal Statutory deductions apply and include Canada Pension Plan (C.P.P.), Employment Insurance (E.I.), and Employee Health Tax (EHT).
2. Vacation pay entitlement (i.e. 4%) will be paid bi-weekly in accordance with the Employment Standards Act.
3. Nine (9) Statutory Holidays as listed below:

New Year's Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day (December 26<sup>th</sup>)

Family Day

Statutory Holidays are subject to and in accordance with the qualifying provision of the Employment Standards Act.

The parties can agree to substitute another day for any of the Holidays listed above.

Payment for working any of the above Statutory Holidays will be in accordance with Employment Standards Act.

**RE: RELIEF OPERATORS – Cont'd**

Relief Operators will be provided with a Uniform through a point system as defined in Article 42. The Relief Operator will only be provided with a further Uniform entitlement if they work a minimum of six (6) months prior to January 31.

All new Relief Operators will be on probation for a period of fifteen hundred and sixty (1560) hours worked or nine (9) months whichever is the later, during which time the employee may be discharged for unsuitability.

Where there is an approved full-time Operator vacancy to be filled, the Relief Operator with the earliest date of hire will be offered the opportunity to fill the vacancy if the position has not been filled by an appointment within Schedule "B".

Any probationary hours worked as a relief employee will be credited as time served towards the completion of the full-time probation period. (For the purposes of conversion, fifteen hundred and sixty (1560) hours worked equals nine (9) months.)

Relief Operators will only establish seniority following the successful completion of the probationary period, and having attained full-time status. The seniority date will be effective from the original date of employment in accordance with Article 5.

Relief Operators are hired as a fill in workforce. It is understood that Relief Operators must provide a minimum of four (4) Mandatory days per week inclusive of three (3) Saturdays per month. On their Mandatory Days, Relief Operators must be available during all service hours.

For the remaining three days per week, Relief operators can choose to be Not Available or available for all or a portion of the day. Operators must be available for all hours that they chose to be available.

Available days can be changed to Not Available or take an Exchange of Duty a minimum of seven (7) days in advance. The Corporation has the sole discretion to determine the number of Relief Operators needed each day of the week and in order to maintain the appropriate level of staffing, days shall be blocked according to availability submitted at each step of the following process.

Starting with the Relief Operator, with the earliest date of hire, Relief Operators shall submit the selection of their four (4) weekly mandatory working days for the following month. The selection process will begin the 1<sup>st</sup> day of the previous month and any Relief Operator who has not selected their four (4) weekly mandatory days of work by the 20th day of the previous month will have their schedules set at Management's discretion.

As per Article 32.01 Exchange of Duty, Relief Operators will be allowed to exchange duties with a full time Operator outside of their 4 mandatory days per week.

Relief Operators will not be guaranteed hours of work. However, hours of work will be distributed, as evenly as possible, to Relief Operators based on availability.

Relief Operators will be paid a minimum of three (3) hours (at straight time) once per day that they are required to report to work. If a Relief Operator is called for duty by a proper Official and is not required after reporting for duty, they will receive a maximum of three (3) hours pay at straight time. If a Relief Operator has been released from duty, and is called back to duty within three (3) hours, they will be paid according to the hours worked. If three (3) hours has elapsed from the time of release, and the Operator is called back to duty, the Operator will receive a second three (3) hour minimum of pay at straight time.

Relief Operators are on call for a period of thirteen and one-half (13 ½) hours from the time they first book on if assigned work and will have a maximum work day of thirteen and one-half (13 ½) hours.


There will be a minimum of eight (8) hours rest between the termination of one day's work and the commencement of the next day's work for Relief Operators.

All time worked in excess of forty-four (44) hours per week will be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

SIGNED THIS 14TH DAY OF JULY, 2022.

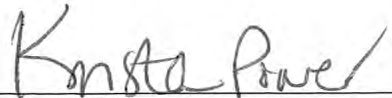
FOR THE CORPORATION

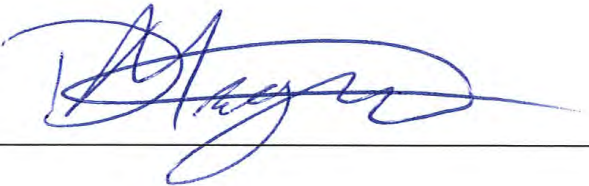
FOR THE UNION

  
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MAYOR

  
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CITY CLERK

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## LETTER OF UNDERSTANDING

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**Hereinafter referred to as the "Corporation"**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**Hereinafter referred to as the "Union"**

**RE: SCHEDULE "A" - ASSIGNMENT OF STATUTORY HOLIDAY HOURS  
FOR REGULAR OPERATORS AND SPAREBOARD OPERATORS**

The Union and the Corporation agree to the assigning of work on a Statutory Holiday in the following order:

1. Regular Operators and Spareboard Operators who normally work on Sunday and the Statutory Holiday falls on their regular-scheduled workday, will be required to work on the Statutory Holiday (Sunday assignment with the exception of full-service Holidays).
2. The eligible Spareboard Operators will select in order of seniority starting with the most senior and the piece or pieces of work will total up to approximately eight (8) hours not withstanding relief points. It is understood that there may not be enough work available for all Spareboard Operators designated to work on the Statutory Holiday.
3. Once all Spareboard Operators who are designated to work have received their assignments as defined above, then the signed Operator Overtime

Sheet will be used. All Spareboard Operators and regular run Operators may sign the overtime sheet to work on the Statutory Holiday and the work will be selected in order of seniority starting with the most senior from those Operators who have signed the Overtime Sheet. The assignments will be up to approximately eight (8) hours not withstanding relief points.

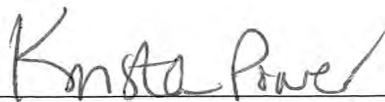
4. After the overtime list has been exhausted, part time Operators will be utilized until the available work has been assigned.
5. The overtime list will be taken down at 05:00 hours two (2) days prior to the statutory holiday.

SIGNED THIS 14TH DAY OF JULY, 2022.

FOR THE CORPORATION

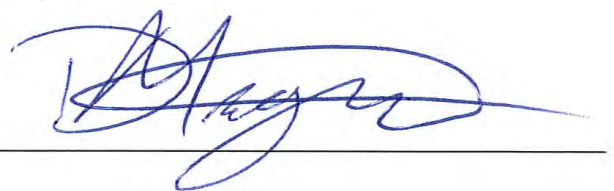
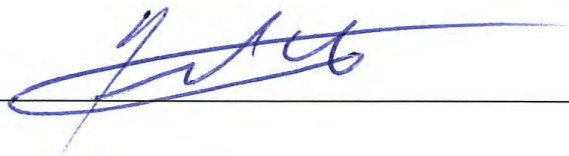


MAYOR



CITY CLERK

FOR THE UNION



## LETTER OF UNDERSTANDING

### **BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
hereinafter referred to as the "Corporation"

### **AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
hereinafter referred to as the "Union"

### **RE: SURVEILLANCE CAMERAS ON BUSES**

The Employer and the Union agree that the installation of surveillance cameras is intended to improve the protection and safety of employees and the general public, to reduce and deter incidents of vandalism or criminal activity, and for the protection of property and assets.

Cameras installed on the buses shall not be used to randomly monitor employees for performance purposes, but will be used for incident and/or complaint investigation.

While investigating incidents and/or complaints, employees who are observed and recorded by video technology engaging in conduct that is in violation of Corporate/Transit policies and/or procedures, law and/or legislation are advised that such information may be used by the Corporation with respect to disciplinary action up to and including discharge.


While reviewing video to locate an incident and/or complaint or while viewing video for other reasons, employees who are observed by video technology engaging in conduct that is in violation of law, legislation, or serious violations of Corporate/Transit policies and/or procedures are advised that such information,

may be used by the Corporation with respect to disciplinary action up to and including discharge.

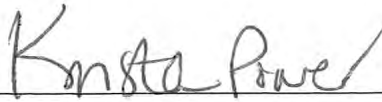
A Video Surveillance Procedure establishing guidelines and procedures for the collection, use and disclosure of information will be communicated to all employees and will include the purpose for which the information will be used.

SIGNED THIS 14TH DAY OF JULY, 2022.

FOR THE CORPORATION

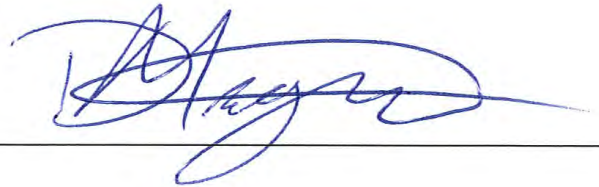


MAYOR



CITY CLERK

FOR THE UNION





## LETTER OF UNDERSTANDING

### **BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
hereinafter referred to as the "Corporation"

### **AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
hereinafter referred to as the "Union"

### **RE: PART-TIME OPERATOR – SPECIALIZED TRANSIT**

A part-time Operator is one, who having successfully completed the probationary period, usually works less than forty (40) hours per week

There shall be a maximum of sixteen (16) part time Operators at any given time.

It is understood that Part-Time Operators must provide a minimum of four (4) Mandatory days per week inclusive of two (2) Saturdays and two (2) Sundays per month. On their Mandatory days, Part-Time Operators must be available during all service hours.

For the remaining three days per week, Part-Time operators can choose to be not available or available for all or a portion of the day. Operators must be available for all hours that they chose to be available.

Available days can be changed to Not Available or take an Exchange of Duty a minimum of seven (7) days in advance.

In order of seniority, part-time Operators shall submit availability as per the following:

The first five (5) senior part-time Operators shall submit their availability by the 15<sup>th</sup> day of the previous month. The next five (5) senior Operators shall submit their availability by the 20<sup>th</sup> of the previous month. The remaining part-time Operators shall submit their availability by the 25<sup>th</sup> day of the previous month.

In order to maintain the appropriate level of staffing, days shall be blocked according to availability submitted at each step of the process. All time worked, excluding exchanges and give aways, in excess of forty-four (44) hours per week shall be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

Nothing herein shall be considered a guarantee of work. If shifts are still available, those shifts shall be assigned in reverse order of seniority regardless of availability.

Part-time Operators shall receive statutory holidays in accordance with the Employment Standards Act, replicating the “eligibility” requirement and “pay for the day” calculations.

Part-time Operators shall become Union members in accordance with this agreement and subject to dues deductions as per the agreed to formula.

Part-time Operators shall receive the rate of pay in accordance with Schedule “C” Job Classification and wage rates established for the Operator classification.

Effective January 1, 2015, vacation pay entitlement shall be paid bi-weekly in accordance with the Employment Standards Act.

Part-time Operators shall be provided with a Uniform through a point system as defined by Article 62.

All new part-time Operators shall be on probation for a period of fifteen hundred and sixty (1560) hours worked, during which time the employee may be discharged for unsuitability.

When the Corporation determines that a full-time Operator vacancy exists the vacancy shall be offered to the part-time Operator with the earliest date of hire who is able to perform the duties of the position.

All probationary hours worked as a part-time Operator shall be credited as time served towards the completion of the full-time probation period. (For the purposes of conversion, fifteen hundred and sixty (1560) hours worked equals nine (9) months.)

A part-time Operator shall only establish seniority following the successful completion of the probationary period, and having attained full-time status. The seniority date shall be effective from the original hire date of employment in accordance with Article 5.

Part-time Operators shall not be guaranteed hours of work. However, hours of work shall be distributed in an equitable manner based on availability.

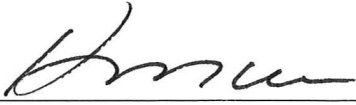
All time worked in excess of forty-four (44) hours per week shall be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

A part-time Operator reporting for work who has not been advised not to report to work prior to arriving at work, shall be given work for at least three (3) hours at regular rates, or if no work is available, shall be paid three (3) hours at regular rates in lieu of work. This obligation shall not prevail when the Operator has not kept the Corporation advised of their address and telephone number.

SIGNED THIS 14<sup>TH</sup> DAY OF July, 2022.

FOR THE CORPORATION

FOR THE UNION

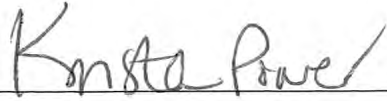


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MAYOR

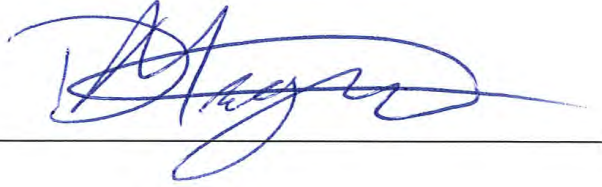


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CITY CLERK



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## LETTER OF UNDERSTANDING

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**Hereinafter referred to as the "Corporation"**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**Hereinafter referred to as the "Union"**

**RE: SCHEDULE "C" - ASSIGNMENT OF STATUTORY HOLIDAY HOURS  
FOR FULL-TIME OPERATORS**


The Union and the Corporation agree to the assigning of work on a Statutory Holiday in the following order:

1. Full-time Operators who normally work on Sunday and the Statutory Holiday falls on their regular-scheduled workday, will be required to work on the Statutory Holiday (Sunday assignment with the exception of full-service Holidays).
2. Once all Full-time Operators who are designated to work have received their assignments as defined above, then the signed Operator Overtime Sheet will be used. All Full-time Operators may sign the overtime sheet to work on the Statutory Holiday and the work will be selected in order of seniority starting with the most senior from those Operators who have signed the Overtime Sheet.
3. After the overtime list has been exhausted, part time Operators will be utilized until the available work has been assigned.
4. The overtime list will be taken down at 05:00 hours two (2) days prior to the statutory holiday.

SIGNED THIS 14<sup>TH</sup> DAY OF July, 2022.

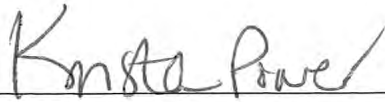
FOR THE CORPORATION

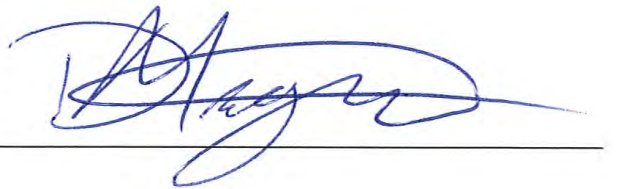
FOR THE UNION





MAYOR





CITY CLERK

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## LETTER OF UNDERSTANDING

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**Hereinafter referred to as the "Corporation"**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**Hereinafter referred to as the "Union"**

**RE: TRIAL EXCHANGE OF DUTIES/SHIFT GIVE AWAYS FOR SERVICE TECHNICIAN "A" and LEADHAND SERVICE TECHNICIAN "A"**

The parties agree to a trial exchange of duties/shift give aways for Service Technician "A" as follows:

An Exchange of Duty shall mean an exchange of part or all of a shift with another employee. Back shop employees may exchange as many shifts as they wish within a given year. A Shift Give Away shall mean a shift that is given away by one employee to another employee without recuperation. An employee may only give away 138 hours per year. Exchange of Duties and Shift Give Aways must meet the following:

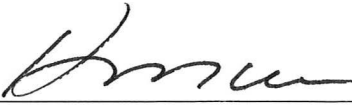
1. The exchange/give away is with another employee working in the same job classification (Example: Service Technician A with another Service Technician A).
2. Exchanged shift must take place in the same pay period.
3. A Back Shop "Exchange of Duty" or "Shift Give Away" form is completed in full and signed by both parties.
4. The form must be authorized by the Supervisor or Designate before it takes place.

5. Once approved by the Supervisor or Designate, each employee is responsible to fulfill their part of the Exchange/Give Away.
6. Can only be cancelled if both parties agree. Cancellation must be signed by both parties and submitted to the Supervisor.
7. An employee not fulfilling their part of an exchange of duty will be considered to have missed work and be subject to the progressive discipline process and will not be allowed to take future exchange of duties for a 12 month period.
8. A second failure by an employee to not fulfill their portion of an exchange of duty will result in the employee being subject to the progressive discipline process and will not be allowed to take future exchange of duties.
9. Double shifts are not permitted.
10. No employee shall take an Exchange or Give Away of more than four (4) hours when the work immediately precedes or extends their scheduled shift. (must comply with hours of work and rest period requirements in accordance with the Employment Standards Act)
11. No employees shall work more than a total of 70 paid hours in a given week.
12. The Corporation shall not incur overtime as a result of any exchange of duty.
13. Either party can cancel the trial provided that 60 days written notice is given to the other party.

SIGNED THIS 14<sup>TH</sup> DAY OF JULY, 2022.



FOR THE CORPORATION



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MAYOR

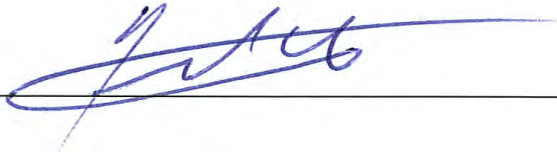


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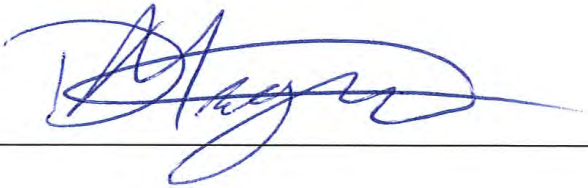
CITY CLERK

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FOR THE UNION



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## **LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**Hereinafter referred to as the "Corporation"**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**Hereinafter referred to as the "Union"**

**RE: AMALGAMATION OF RELIEF OPERATORS – CONVENTIONAL  
AND PART-TIME OPERATORS- SPECIALIZED**

The parties agree that, effective upon ratification of a new Collective Agreement by both parties, Relief Operator-Conventional and Part-Time Operators-Specialized will have the option to amalgamate into (1) Part-Time Operator classification. The parties agree that the Letters of Understanding for Relief Operators-Conventional and Part-time Operators-Specialized will remain part of the collective agreement and will only apply to current employees holding the positions that are unable or are unwilling to transfer to the Part-Time Operator classification.

Part-Time Operators will be used to fill a vacancy and/or work assignment in either Conventional or Specialized transit service.

The number of Part-Time Operators, Part-time Operators-Specialized and Relief Operator-Conventional that the Corporation may hire will be restricted to not more than thirty percent (30%) of the complement of full-time Conventional and full-time Specialized Operators combined. This does not preclude the Corporation from hiring Part-Time Operators in excess of 30% with the agreement of the Union.

To implement the amalgamation of Relief Operators-Conventional and Part-Time Operators-Specialized into the Part-Time Operator classification, the parties agree that, effective upon ratification of a new Collective Agreement by both parties the following will apply:

1. A draft copy of the new job description for amalgamated Part-Time Operator will be provided to the Union prior the ratification of the collective agreement by the Union. The rate of pay for the amalgamated Part-Time Operators is the same as the rate of pay set out in Schedule "A" Job Classification and Wage Rates Transit Operators.
2. Existing Relief Operators-Conventional and Part-Time Operators-Specialized will have the option to transfer into the new Part-Time Operator classification. If the employee is already receiving the "thereafter" Operator rate of pay, they will maintain their current rate of pay. If the employee has not yet reached the "thereafter" Operator rate, they will maintain their current rate and continue through the wage progression as set out in Schedule A Job Classification and Wage Rates Transit Operators.
3. One (1) list of Part-Time Operators will be created with Part-Time Operators listed starting with the existing Part-Time Operator with the earliest date of hire. New Part-Time Operators will be added accordingly with their date of hire.
4. Subject to trainer availability, starting with the Part-Time-Specialized and/or Relief Operator-Conventional with the earliest date of hire, one (1) employee per month will be trained and/or licensed until all existing Relief Operators-Conventional and Part-Time-Specialized Operators are trained and/or licensed. More than one (1) employee may be trained per month if there is capacity to do so.

5. Existing Relief Operators-Conventional that choose to transfer to the Part-Time Operator classification will be required to undergo a successful Police Vulnerable Sector Check (PVSC) prior to commencing work in the new Part-Time Operator position. The cost of the PVSC for existing Relief Operators-Conventional shall be reimbursed by the City.

Existing Relief Operators-Conventional who are unsuccessful in their PVSC application shall continue to work as Relief Operator-Conventional until such time they successfully meet the PVSC Requirements.

6. Existing Part-Time Operators-Specialized, that choose to transfer to the Part-Time Operator classification, will be required to obtain and maintain a valid Class C driver's license with Z endorsement. Training for licensing will be provided through Transit and Fleet Services. The Corporation will reimburse the cost of the written test fee and road test fee for the first and second attempt only.

Existing Part-Time Operators-Specialized, that choose to transfer to the Part-Time Operator classification, will receive training with a full-time Operator-Conventional before operating on their own.

Existing Relief Operators-Conventional, that choose to transfer to the Part-Time Operator classification, will receive training with Fleet Services and a full-time Operator-Specialized before operating on their own.

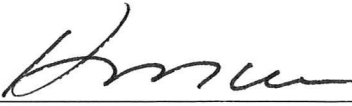
7. Safety Footwear – existing Relief Operators-Conventional that choose to transfer to the Part-Time Operator classification will be required to obtain steel-toed, black or brown, CSA approved footwear with no more than a one (1) inch heel and will be reimbursed up to \$150 toward the cost of such footwear, if commencing as a Part-Time Operator prior to the next years uniform order. The employee will be required to submit a receipt. Otherwise

steel-toed safety footwear will be procured through the point system set out in Article 62 Uniforms.

8. All current full-time Operator-Conventional vacancies prior to the date of ratification of the collective agreement by both parties shall be identified. Only the positions identified will be filled in accordance with the Relief Operator-Conventional Letter of Understanding.
9. All subsequent approved full-time Operator-Conventional vacancy to be filled will be offered to the Relief Operator-Conventional or Part-time Operator with the earliest date of hire provided the employee is qualified to perform the duties of the position, has passed the applicable police record check, is able to perform the duties of the position at the time of the posting and provided the position has not been filled by an appointment within Schedule "B" in accordance with Article 14.04.
10. All current Full-Time Operator-Specialized vacancies prior to the date of ratification of the collective agreement by both parties shall be filled in accordance with the Part-Time Operator-Specialized Letter of Understanding.
11. All subsequent approved full-time Operator-Specialized vacancy to be filled will be offered to the Part-time-Specialized or Part-time Operator with the earliest date of hire provided the employee is qualified to perform the duties of the position, has passed the applicable police record check, is able to perform the duties of the position at the time of the posting.

SIGNED THIS 14<sup>TH</sup> DAY OF July, 2022.

FOR THE CORPORATION



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MAYOR

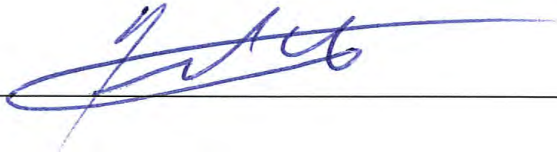


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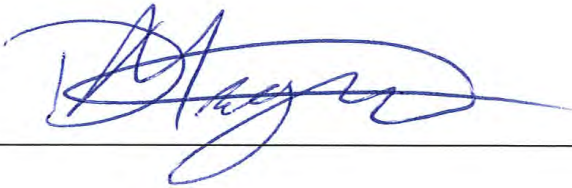
CITY CLERK

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FOR THE UNION



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## LETTER OF UNDERSTANDING

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**Hereinafter referred to as the “Corporation”**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**Hereinafter referred to as the “Union”**

### **RE: PART-TIME OPERATORS (CONVENTIONAL and SPECIALIZED)**

Part-Time Operators will be used to fill a vacancy and/or work assignment in either Conventional or Specialized transit service.

The number of Part-Time Operators that Corporation may hire will be restricted to not more than thirty percent (30%) of the complement of full-time Conventional and full-time Specialized Operators. This does not preclude the Corporation from hiring Part-Time Operators in excess of 30% with the agreement of the Union.

Part-Time Operators will not be allowed to “sign up or bid” on runs.

Part-Time Operators will become Union members in accordance with this agreement and will be subject to the dues deductions as per the agreed formula.

Part-Time Operators will receive the rate of pay in accordance with Schedule “A” Job Classification and Wage Rates Transit Operators.

Part-time Operators will receive the following:

1. The normal Statutory deductions apply and include Canada Pension Plan (C.P.P.), Employment Insurance (E.I.), and Employee Health Tax (EHT).
2. Vacation pay entitlement (i.e. 4%) will be paid bi-weekly in accordance with the Employment Standards Act.
3. After nine (9) months from the date of hire, Part-Time Operators will receive one dollar (\$1.00) per hour in lieu of fringe benefits.
4. Nine (9) Statutory Holidays as listed below:

New Year's Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day (December 26<sup>th</sup>)

Family Day

Statutory Holidays are subject to and in accordance with the qualifying provision of the Employment Standards Act.



The parties can agree to substitute another day for any of the Holidays listed above.

Payment for working any of the above Statutory Holidays will be in accordance with Employment Standards Act.

Part-Time Operators will be provided with a uniform through a point system as defined in Article 62 Uniforms. The Part-Time Operator will only be provided with a further uniform entitlement if they work a minimum of six (6) months prior to January 31.

All new Part-Time Operators will be on probation for a period of fifteen hundred and sixty (1560) hours worked or nine (9) months, whichever is later, during which time the employee may be discharged for unsuitability.

Effective the date of ratification of the collective agreement by both parties, all approved full-time Operator-Conventional vacancy to be filled will be offered to the Relief Operator-Conventional or Part-time Operator with the earliest date of hire provided the employee is qualified to perform the duties of the position, has passed the applicable police record check, is able to perform the duties of the position at the time of the posting and provided the position has not been filled by an appointment within Schedule "B" in accordance with Article 14.04.

Effective the date of ratification of the collective agreement by both parties, all approved full-time Operator-Specialized vacancy to be filled will be offered to the Part-time-Specialized or Part-time Operator with the earliest date of hire provided the employee is qualified to perform the duties of the position, has passed the applicable police record check, is able to perform the duties of the position at the time of the posting.

Once a Part-Time Operator has accepted a full-time Operator position in Conventional or Specialized Transit they are subject to the terms and conditions of the Collective Agreement for that classification.

Any probationary hours worked as a Part-Time Operator will be credited as time served towards the completion of the full-time probation period. (For the purpose of conversion, fifteen hundred and sixty (1560) hours worked equals nine (9) months).

Part-Time Operators will only establish seniority following the successful completion of the probationary period, and having obtained full-time status. The seniority date will be effective from the original date of employment in accordance with Article 5.

Part-Time Operators will not be guaranteed hours of work.

It is understood that Part-Time Operators must provide a minimum of four (4) Mandatory days per week inclusive of three (3) Saturdays per month. On their Mandatory Days, Part-Time Operators must be available during all service hours.

For the remaining three days per week, part time operators can choose to be not available or available for all or a portion of the day. Operators must be available for all hours that they chose to be available.

Available days can be changed to not available or take an Exchange of Duty a minimum of seven (7) days in advance.

The Corporation has the sole discretion to determine the number of Part-Time Operators needed each day of the week and in order to maintain the appropriate level of staffing, days shall be blocked according to availability submitted at each step of the following process:

Calendars will be distributed starting with the Part-Time Operators with the earliest date of hire. Calendars will contain a deadline date by which each Part-Time Operators must submit their availability and the deadline dates will allow for all calendars to be completed by the 25<sup>th</sup> of each month, for the following month's availability. Any Part-Time Operator who has not selected their four (4) weekly mandatory days of work by the deadline date outlined on their calendar will have their schedules set at Management's discretion.

Work will be distributed to Part-Time Operators working mandatory days first, then to Part-Time Operators on available days. If shifts are still available, those shifts will be assigned in reverse order of date of hire regardless of availability.

Part-Time Operators will be allowed to exchange duties with a full-time Operator (Conventional or Specialized) outside of their four (4) mandatory days per week in accordance with Article 31 Exchange of Duties or Article 54 Exchanges of Duty and Shift Give Away.

Part-Time Operators are on call for a period of thirteen and one-half (13 ½) hours from the time they first book on if assigned work and will have a maximum work day of thirteen and one-half (13 ½) hours.

There will be a minimum of eight (8) hours between the termination of one day's work and the commencement of the next day's work for Part-Time Operators.

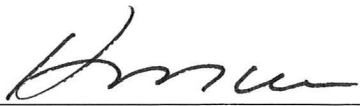
All time worked, excluding exchanges and give aways, in excess of forty-four (44) hours per week will be considered overtime and paid on the basis of one and one-half (1 ½) times the regular rate.

A Part-Time Operator reporting for work who has not been advised not to report to work prior to arriving at work, shall be given work for at least three (3) hours at regular rates, or if no work is available, shall be paid three (3) hours at regular rates in lieu of work. This obligation shall not prevail when the Part-Time Operator has not kept the Corporation advised of their address and telephone number.

Part-time Operators will be paid a minimum of three (3) hours (at straight time) once per day that they are required to report to work. If a Part-time Operator is called for duty by a proper Official and is not required after reporting for duty, they will receive a maximum of three (3) hours pay at straight time. If a Part-time Operator has been released from duty, and is called back to duty within three (3) hours, they will be paid according to hours worked. If three (3) hours has elapsed from the time of release and the Operator is called back to duty, the Operator will receive a second three (3) hour minimum of pay at straight time.

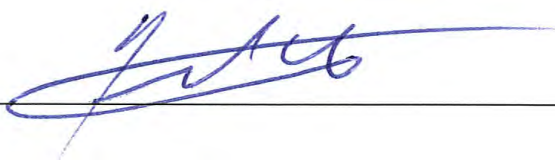
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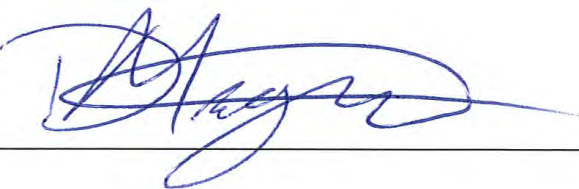
FOR THE CORPORATION

  
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FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
Hereinafter referred to as the "Corporation"

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
Hereinafter referred to as the "Union"

**RE: BENEFITS FOR FULL-TIME EMPLOYEES AFTER AGE 65**

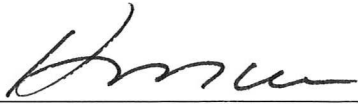
The parties agree that those full-time employees who continue to work past age 65 will be provided with the following benefits:

- a) Semi-private Hospital, Extended Health Care, Dental and Vision benefits;
- b) Six (6) non-cumulative casual sick days per year or a pro-rated amount based on one (1) day for each two months of service; and
- c) Short-term Disability benefits.

The benefits listed above will be the sole benefits provided by the employer, and shall be provided on the same terms and conditions as those applicable to other full-time employees in the ATU bargaining unit.

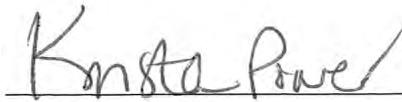
SIGNED THIS 14<sup>TH</sup> DAY OF JULY, 2022.

FOR THE CORPORATION



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MAYOR



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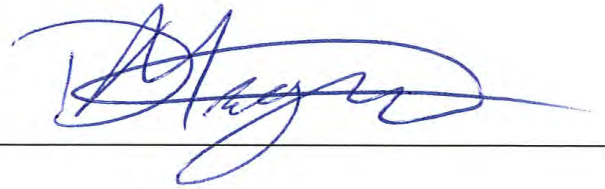
CITY CLERK

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FOR THE UNION



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**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**TRANSIT OPERATORS**

The rate of wages for a fully qualified Operator will be in accordance with the following Schedule:

	July 1, 2020	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<i>General Wage Increase</i>	1.75%	1.00%	0.50%	1.00%	0.50%
<b>Classification</b>					
Training Rate (60% of 1st 6 Months)	13.73	13.87	13.94	14.08	14.15
1st 6 Months (80% of Thereafter)	22.89	23.12	23.23	23.47	23.58
2nd 6 Months (90% of Thereafter)	25.75	26.01	26.14	26.40	26.53
Thereafter	28.61	28.90	29.04	29.33	29.48

Operators in training for the position of Operator will be paid sixty percent (60%) of the starting (1<sup>st</sup> 6 Months) Operator's rate from the commencement of training.

STUDENT RATE - 85% of full-time classification at full-time start rate.

\*During training an Operator – Conventional Transit will be paid the minimum wage established in the Employment Standards Act or the training rate above, whichever is greater.

**SCHEDULE "B"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**BUILDING & EQUIPMENT MAINTENANCE EMPLOYEES**

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

	July 1, 2020	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<i>General Wage Increase</i>	1.75%	1.00%	0.50%	1.00%	0.50%
<b>Classification</b>					
Maintenance Electrician	32.01	32.33	32.49	32.82	32.98
Automotive Electrician	29.97	30.27	30.42	30.72	30.87
Truck and Coach/Automotive Technician	32.22	32.85	33.01	33.34	33.51
Lead Hand Truck & Coach/Automotive Technician "Conventional" (105% Truck and Coach/ Automotive Technician)	33.84	34.49	34.66	35.01	35.18
Lead Hand Truck & Coach/Automotive Technician "Lift +"	33.84	34.49	34.66	35.01	35.18
Body Repairer Painter (Apprentice)					
Step 1	15.91	16.07	16.15	16.31	16.40
Step 2	18.95	19.14	19.23	19.42	19.52
Step 3	25.07	25.32	25.45	25.70	25.83
Step 4	28.24	28.52	28.66	28.95	29.09
Auto Body & Collision Damage Repairer	32.22	32.55	32.71	33.04	33.20
Tire, Wheel and Rim Mechanic	29.45	29.74	29.89	30.19	30.34
Tire/Battery Technician "B"	26.57	26.83	26.97	27.24	27.37
Storekeeper I	26.57	26.83	26.97	27.24	27.37
Storekeeper II	28.62	28.91	29.05	29.34	29.49
Lubricator 1st 6 Months (95% of Thereafter)	24.775	25.02	25.15	25.40	25.53
Lubricator- Thereafter	26.08	26.34	26.47	26.74	26.87
Bus Cleaner	18.91	19.09	19.19	19.38	19.48



**Effective July 1, 2021, a one time \$0.30 per hour classification wage adjustment for the Truck and Coach/Automotive Technician.**

STUDENT RATE - 85% of full-time classification at full-time start rate

**SCHEDULE "B"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**BUILDING & EQUIPMENT MAINTENANCE EMPLOYEES**

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

	July 1, 2020	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<i>General Wage Increase</i>	1.75%	1.00%	0.50%	1.00%	0.50%
<b>Classification</b>					
Service Technician "A" 1st 6 Months (80% of Thereafter)	20.58	20.78	20.89	21.10	21.20
Service Technician "A" 2nd 6 Months (90% of Thereafter)	23.15	23.38	23.50	23.73	23.85
Service Technician "A" Thereafter	25.72	25.98	26.11	26.37	26.50
Service Technician "B" 1st 6 Months (80% of Thereafter)	19.93	20.13	20.227	20.43	20.53
Service Technician "B" 2nd 6 Months (90% of Thereafter)	22.42	22.64	22.75	22.982	23.097
Service Technician "B" Thereafter	24.91	25.16	25.28	25.54	25.66
Lead Hand Service Technician "A" (105% of Service Technician "A")	27.01	27.28	27.415	27.69	27.83
Service Technician "C" 1st 6 Months (80% of Thereafter)	21.61	21.82	21.932	22.15	22.26
Service Technician "C" 2nd 6 Months (90% of Thereafter)	24.31	24.55	24.673	24.92	25.045
Service Technician "C" Thereafter (105% of Service Technician "A")	27.01	27.28	27.415	27.69	27.83

Service Technicians in charge of a shift will be paid five percent (5%) per hour over their regular rate of pay.

Service Technicians will be paid an additional ten cents (\$ .10) per hour for seat repairs.

STUDENT RATE - 85% OF FULL-TIME CLASSIFICATION AT FULL-TIME START RATE.

**STUDENT RATES**  
**SCHEDULES "A", "B" and "C"**

The rate of wages for Student employees will be in accordance with the following schedule:  
 STUDENT RATE: 85% of full time classification at full-time start rate.

	July 1, 2020	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<b>Classification</b>	1.75%	1.00%	0.50%	1.00%	0.50%
Operator	19.46	19.65	19.75	19.95	20.05
Maintenance Electrician	27.21	27.48	27.62	27.89	28.03
Automotive Electrician	25.47	25.73	25.85	26.11	26.24
Truck & Coach/Automotive Technician	27.39	27.92	28.06	28.34	28.48
Body Repairer Painter (Apprentice)					
Step 1	13.53	13.66	13.73	13.87	13.94
Step 2	16.10	16.27	16.35	16.51	16.59
Step 3	21.31	21.52	21.63	21.85	21.96
Step 4	24.00	24.24	24.36	24.61	24.73
Auto Body & Collision/Damage Repairer	27.39	27.66	27.80	28.08	28.22
Tire, Wheel & Rim Mechanic	25.03	25.28	25.41	25.66	25.79
Tire/Battery Technician "B"	22.58	22.81	22.92	23.15	23.27
Storekeeper I	22.58	22.81	22.92	23.15	23.27
Storekeeper II	24.33	24.57	24.70	24.94	25.07
Lubricator	21.06	21.27	21.38	21.59	21.70
Bus Cleaner	16.07	16.23	16.31	16.47	16.56
Service Technician "A"	17.49	17.67	17.75	17.93	18.02
Service Technician "B"	16.94	17.11	17.19	17.36	17.45

**SCHEDULE "C"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**OPERATORS – SPECIALIZED TRANSIT**

The rate of wages for a fully qualified Operator – Specialized Transit will be in accordance with the following schedule.

	July 1, 2020	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<i>General Wage Increase</i>	1.75%	1.00%	0.50%	1.00%	0.50%
<b>Classification</b>					
Training Rate (60% of 1st 6 Months)	13.73	13.87	13.94	14.08	14.15
1st 6 Months (80% of Thereafter)	22.89	23.12	23.23	23.47	23.58
2nd 6 Months (90% of Thereafter)	25.75	26.01	26.14	26.40	26.53
Thereafter	28.61	28.90	29.04	29.33	29.48

Operators in training for the position of Operator will be paid sixty percent (60%) of the starting (1<sup>st</sup> 6 Months) Operator's rate from the commencement of training.

STUDENT RATE - 85% of full-time classification at full-time start rate.

\*During training an Operator – Conventional Transit will be paid the minimum wage established in the Employment Standards Act or the training rate above, whichever is greater.

**LETTER OF UNDERSTANDING**

**BETWEEN THE**

**CORPORATION OF THE CITY OF THUNDER BAY**

**AND THE**

**AMALGAMATED TRANSIT UNION, LOCAL 966**

**RE: EXCESS HOURS OF WORK**

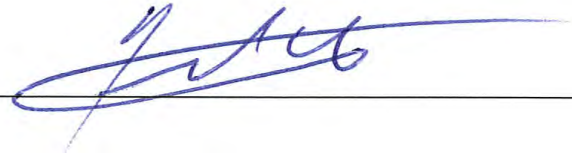
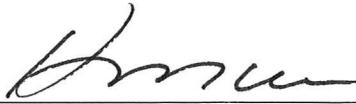
In order to address the requirements of the Employment Standards Act the parties agree that:

- In accordance with Section 17 of the Employment Standards Act, 2000 and subject to approval by the Ministry of Labour, the parties agree that the hours of work for all employees in the Amalgamated Transit Union, Local 966 bargaining unit will not exceed seventy (70) hours per work week.
- A work week is defined as Sunday to Saturday.
- If the offering of an extra straight or overtime shift will result in an employee exceeding seventy (70) hours per week maximum, that employee will be bypassed in the offering of such a shift and the Union agrees that this shall not be considered a violation of the Collective Agreement.
- All other hours of work and overtime entitlements will be in accordance with the Collective Agreement.

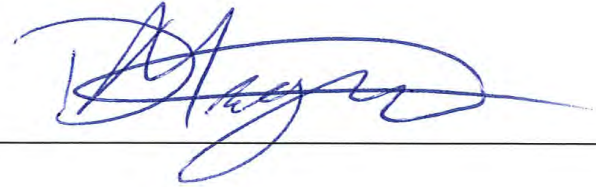
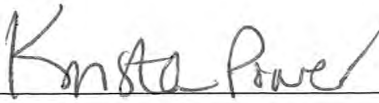
SIGNED THIS 14<sup>TH</sup> DAY OF JULY, 2022.

FOR THE CORPORATION

FOR THE UNION



MAYOR



CITY CLERK

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# BY-LAWS



## AMALGAMATED TRANSIT UNION LOCAL 966 THUNDER BAY, ON

AS AMENDED  
March 9/2022



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## THE PREAMBLE

The strength of ATU Local 966 is based on solidarity and respect among workers. We commit ourselves to the goals of worker democracy, social justice, equality and peace. We are dedicated to making the lives of our workers and their families safe, secure and healthy.

We believe that every worker is entitled, without discrimination, to a job with decent wages and working conditions, union representation, collective bargaining, a safe and healthy workplace, and the right to strike.

It is proposed to promote the success of the Local Union, and to advance the interests of its members, in conformity with the principles which regulate the human action, among which are duty, truth, and justice, by securing the formulation of policy and the direction is permitted and controlled, and which enable executive action to be kept within legislative authority while giving the Executive the scope necessary for efficient administration.

It is proposed to secure the ends, progressively, upon resolutions adopted after debate and deliberation by the Local Union, by collective bargaining, negotiations, conciliation, arbitration, or any other method consistent with the maintenance of the best interests of this Local Union in particular.

Its is proposed to define the rights of the members of this Local Union as these rights are, or may be, established by law and to co-operate with all persons charged with the responsibility of administration of any office or offices concerned with the preservation of these rights.

It is proposed moreover, to provide opportunity for the Local Union to assist in the establishment of order, in the assurance of harmony, in the securing of the blessing of friendship and the advantage of equality among men.

It is proposed, further, to preserve the rights of individuals and of groups within the Local Union without destroying the integrity of the Local Union itself.

Words importing the singular number or the masculine gender shall, unless the context otherwise requires, include the plural of the feminine gender as the case may be and vice versa.

We believe that we, as members of society, are entitled to basic human rights, political freedom, quality public service, good democratic government, a safe and sustainable environment, a just and equitable society, in a peaceful world. We believe that diversity in our society must be protected, promoted and celebrated. We believe that every worker is an equal member of the human family, regardless of gender, gender identity, colour, creed, ethnic origins, disability, sexual orientation or age. We stand against abuse of human rights in our workplaces, our communities, our country, and around the world. ATU Local 966 is the voice of our members promoting their interests in the community, nationally and in international forums. We speak out for our affiliates and their members to employers, governments and the public to ensure the rights are protected and expanded.

# **BY-LAWS**

## **ARTICLE 1 - CANCELLATION OF BY-LAWS**

The by-laws set forth, shall supersede and cancel all previous by-laws. These by-laws shall be reviewed each election year, within six (6) months after the election. All by-laws shall be made or amended in accordance with section 13.2 of the Constitution.

## **ARTICLE 2 - NAME**

This Local shall be known as Amalgamated Transit Union Local #966.

## **ARTICLE 3 - DEFINITIONS**

**In these by-laws:**

**CONSTITUTION-** shall mean the Constitution and General Laws of the Amalgamated Transit Union.

**BY-LAW-** shall mean any one of the Articles which make up these by-laws.

**LOCAL UNION-** shall mean Amalgamated Transit Union Local #966.  
**COMPANY-** The Corporation of the City of Thunder Bay.

## **ARTICLE 4 - SUPREMACY OF THE CONSTITUTION**

The Constitution shall, at all times and every way, have precedence over the By-Laws of the Local Union, and if there be any conflict between the Constitution and the By-laws, the Constitution shall govern.

## **ARTICLE 5 - PURPOSE**

The purpose of this Local Union shall be consistent with and based upon the statement known as the Preamble.

## **ARTICLE 6 - MEMBERSHIP**

Membership of this Local Union shall be limited to those persons who meet the qualifications of membership stated in the Constitution and who have been duly admitted to the membership through this Local Union.

## **ARTICLE 7 - RIGHTS OF MEMBERS**

### **RETENTION OF MEMBERSHIP – RETIREES:**

Members retiring on a pension will be recognized by the Executive with a token of appreciation for their years of service with this Local Union. They shall have a voice but no vote on matters affecting the Local, other than the Election of Officers or Convention Delegates.

Retirees are responsible for paying their monthly Per Capita Tax as determined by the International Union office and as set out in the Constitution Section 21.9 to remain a member in good standing.

### **TEMPORARY MANAGEMENT POSITION:**

Members, who accept positions in management of the Company and retain their membership and remain in good standing with the Local Union by payment of dues, fines and assessments, shall have their seniority rights protected if they return to their former position within six (6) months only. This is a one-time occurrence only.

While in temporary or supervisory position they shall have no voice or vote in the affairs of the Local Union and shall not attend regular meetings.

No member who holds an elected position in the Local Union will be permitted to apply/bid/accept a management position unless he resigns from that elected position.

### **GRIEVANCE PROCEDURE:**

All grievances will be processed as outlined in the Collective Agreement. When a grievance reaches the final step before arbitration, the President of the Local Union will be notified by the Chairman of the Grievance Committee and the President will then further pursue the grievance.

When a member has a complaint or issue against another member or with the Local Union the following steps shall be followed:

1. Member takes grievance to Shop Steward.
2. Member writes or appears before the Executive Board.
3. Member appeals to the General Meeting.
4. Member takes appeal decision to the International Union. As per Section 22: Trials, Appeals and Grievances in Constitution and General Laws.

### **LOST TIME:**

All officers, delegates to conventions, and members doing work for the Local which requires absence from duty, shall be paid for lost time. All lost time will be paid at Operators current top rate of pay for all officers, delegates and members doing work for the Local).

## ARTICLE 8 – DUES:

The method by which dues may be received shall be determined by the President and Financial Secretary, subject to any agreement which may exist between the Union and the Company.

Any change to the amount of dues, in method or in time or receipt shall be made only at a General Meeting of the Local Union and then only upon Notice of Motion given specifically.

The Initiation Fee for new members shall be sixty (\$80.00) dollars.

Dues for active Members and non-Members shall be the equivalent of two and a half (2.5) hours pay per month (calculated at the Transit Operators rate of pay), plus per capita. Per capita shall be increased as per the Constitution.

All dues paying members of this Local Union shall contribute ten (\$10.00) dollars per month to a Defence Fund to be used for costs associated with arbitrations or any other legal matter for the defence of the Local Union and any information requested by the Executive Board to defend a member.

Retirees are responsible for paying their monthly Per Capita Tax as determined by the International Union office and as set out in the Constitution Section 21.9 to remain a member in good standing.

Failure on the part of any Member to pay dues in accordance with these By-Laws and the Constitution shall result in loss of Benefits. Further, such Member shall be required, if in default, on recall after twelve (12) months, to once more pay initiation fees.

Any active member who is in arrears of paying union dues by the 15<sup>th</sup> day of the month will be considered “not in good standing” as per the Constitution.

Loss of seniority and a 25% fine will result if full payment is not made before the first day of the next month. The outstanding balance owing plus the 25% fine may be assessed through payroll deduction by the Financial Secretary. Loss of seniority will continue for one month after payment is made in full.

Any member who is currently away from work due to illness, maternity leave, leave of absence, bereavement, **WSIB** or other legitimate reason must pay the union dues owing and must make arrangements with the Financial Secretary for an acceptable schedule of payments. Such payments must be made on time. The fine may be waived for those who are not working due to illness, leave of absence, maternity leave, bereavement or other legitimate reasons providing.

An acceptable schedule for full payment of dues is negotiated and approved by the Financial Secretary.

Such payments are made on time as per the approved schedule of payments.

When a Member is on Long Term Disability (LTD), and no longer paying Union Dues, the Member shall have the option to make arrangements with the Financial Secretary to pay Dues while absent to remain an active Member. If the Member chooses to do this, they shall continue to accrue Seniority while disabled. If the Member opts out of continuing their Dues while disabled, the Member will be considered not active and the Local Union will continue to pay the Members per capita to ensure their Death Benefit from the International Union, however their Seniority will not be accrued while disabled and will be based on years of service. The Member shall make this decision at the time, or prior to going on LTD and cannot be changed or reversed once finalized. Members opting to pay Dues shall be subject to all other sections of Article 8 of the By-Laws.

## **ARTICLE 9 - RESPONSIBILITY FOR CHANGE OF ADDRESS**

A member is required to keep the Financial Secretary informed of his place of residence, in accordance with the Constitution.

## **ARTICLE 10 - MEETINGS**

The regular meeting of the Local Union shall be held on the first Wednesday of the month, at 10:00 a.m. and 7:00 p.m. The morning and night sessions shall constitute one meeting. All Local Union grievances must be submitted in writing prior to the meeting. Notice of the meeting shall be posted at least three (3) days before the meeting date.

## **ARTICLE 11 - ORDER OF BUSINESS OR REGULAR MEETINGS**

Where no by-law is provided, covering any point in contention, the Constitution shall be the guide; however, where not otherwise provided Roberts Rules of Order shall govern the meetings of the Local Union. Twelve (12) Members, including the Executive Board shall constitute a quorum for a Meeting. The Roll Call book shall be closed one (1) hour after the official time for which the Meeting was called to order.

### **AGENDA**

1. Call to Order by the President.
2. Roll Call of Officers.
3. Reading of the Minutes.
4. Initiation of New Members.
5. Communications and Bills.
6. Reports of Officers and Committees.
7. Unfinished Business.
8. New Business.
9. Nominations and Election of Officers.
10. Installation of Officers.
11. Adjournment.

Any member who wishes to speak will rise and address the chair. He will confine himself to the question before the house and avoid personalities.

No motion will be debated on, until stated by the Chairman.

No motion shall be in order to amend the minutes unless some error of fact contained therein.

When a question is before the Local Union no motion shall be received except the following, which take precedent in the order named: To adjourn; to lay on table; to reconsider, for previous questions; to postpone; to amend.

All questions of order arising after a motion is made are in order except: when a person is speaking; when a vote is being taken; when a motion to adjourn has been negative. No motion or proposition on a subject other than that under discussion will be admitted under the colour of the amendment.

When a motion has been carried, any member voting with the majority may move for reconsideration thereof, but no discussion of the main motion shall be allowed. No person shall speak more than once on the subject until all members desiring the floor have been heard, and not more than twice without the consent of the assembly.

The President shall be privileged to debate on all subjects by calling the Vice-President to the chair, or any other member.

All communications shall be filed without vote unless other action be ordered. A majority vote, that being a majority of Yes or No votes/ballots cast, shall decide all questions, except as otherwise provided for in the Constitution and General Laws, the Local By-laws, or Roberts Rules of Order. (Example: Privileged Motions)

## **ARTICLE 12 - DISCIPLINE**

Discipline shall be in accordance with the provisions of the Constitution and by the method authorized therein.

## **ARTICLE 13 - MOTIONS**

Motions shall be given to a regular meeting only. The member moving the motion must attend the meeting and give first reading.

A Notice of Motion must be submitted to the Recording Secretary seven (7) days before the regular meeting and the process of a Notice of Motion be over two consecutive monthly meetings. A Notice of Motion must be advertised on the posting of the monthly meeting notice, stating the notice of motion to be presented and stating this notice of motion will be only read at the first monthly meeting and will be read, discussed and voted on at the second monthly meeting as per the Constitution.

Should such a motion be found to be illegal, the President shall inform the said member. In such cases the member may appeal to the next regular meeting. The debate on such motion shall not take place until the next regular meeting from the first presentation and there disposed of.

## **ARTICLE 14 - REFERENDUM VOTE**

Matters of importance may, by majority vote of the Executive Board, be referred to a referendum vote by the entire Local at a one-time special meeting.

## **ARTICLE 15 - MEMBERSHIP OF THE EXECUTIVE BOARD**

The Executive Board shall consist of four (4) Senior Officers:

1. President
2. Vice-President
3. Financial Secretary
4. Recording Secretary

and up to three (3) members at large:

1. One (1) member from Central Maintenance.
2. Two (2) members from Transit Operations.

The members at large shall act as Shop Stewards. At any time during the term the President has the right to appoint one additional steward for the remainder of the term if the need arises.

## **ARTICLE 16 - DUTIES OF OFFICERS**

### **PRESIDENT:**

The President shall be the chief Executive Officer of the Local Union and shall have general supervision over all the affairs. He shall preside over all meetings of the Local Union, of the Executive Board, and all special meetings. He shall preserve order and enforce the Constitution and the Local Union By-Laws; to see that all officers perform their respective duties and appoint all committees not otherwise provided for; he shall be a member of every committee. He shall decide all questions of order, subject to an appeal to the Local Union. He shall have the right to vote in secret ballot votes at the same time and along with the other members who cast their ballots; otherwise, he shall have the right to vote in case of a tie which there is a standing or hand vote; when he shall decide the vote. He shall enforce all fines and penalties; he shall have the power to call special meetings when requested by one third (1/3) or more of the members in writing; he shall in conjunction with the Financial Secretary sign all cheques and other negotiable papers and he shall perform other duties as are provided for in the By-laws; he shall attend all Conventions by virtue of his office.



**VICE-PRESIDENT:**

The Vice-President shall perform the duties of the President during the absence of the President. If a vacancy in the office of the President occurs, the Vice-President shall perform the duties of the President until the vacancy is filled by election. While assuming the duties of the President he shall assume all rights and privileges of the Presidency. The Vice-President shall sign all cheques and other negotiable papers in the absence of the President. He shall in the event of sickness or vacation of the Financial Secretary, assist the President in performing these duties and shall report to the Executive Board and membership. He shall be editor of any publication issued by Local Union in and outside the Local Union. He shall attend all meetings and perform the services as assigned to him by the President or the Executive Board.

**FINANCIAL SECRETARY:**

The Financial Secretary shall attend all meetings of the Local Union and the Executive Board. He shall receive monies and arrange for their safekeeping; he shall be responsible for maintaining adequate and proper records of the finances of the Local Union; he shall present all books, precedents, records, and documents for audit or examination by a person having proper authorization. He shall sign all cheques and all other negotiable papers and documents, in conjunction with the President. He shall make no disbursements without an order from the Local Union attested by the President. He shall in his monthly report give a breakdown of expenditures of all monies received and paid out by him and prepare a statement monthly of receipts, deposits, expenditures, and balances. He shall see that the Local Union is kept in good standing with the International Association forwarding all reports to the General Office. The Financial Secretary shall perform such other duties as are provided in the Constitution and shall exercise the authority and do the duties which may be delegated to him by the Local Union or Executive Board.

**RECORDING SECRETARY:**

The Recording Secretary shall attend all meetings of the Local Union and the Executive Board. He shall keep correct and comprehensive typed proceedings of all such meetings. He shall be responsible for keeping the record of membership in a form satisfactory to the Executive Board and membership. The membership roll call book shall be under his care and custody. He shall perform other duties as pertain to his office and to deliver to the Local Union at the expiration of his term of office all property entrusted to his care.

**ARTICLE 17 - EXECUTIVE BOARD**

It shall be the duty of the Executive Board to supervise and direct the management of the Local Union. They may constitute the Grievance Committee and shall investigate all disputes and controversies between the members of the Local Union and the Company and report their findings to the regular meeting of the Local Union. The Executive Board shall be empowered to call special meetings of the Local Union to consider any matter or matters which in the judgement of the Board warrants the calling of a special meeting. They shall have the authority to submit the results of the negotiations on Collective Agreements or other matters of importance to the entire membership for a referendum

vote of the membership to be conducted under conditions and at times and places determined by the Executive Board.

They shall appoint their own time to form meetings. Special meetings shall be called by the President when deemed necessary. The majority of the Executive Board shall constitute a quorum to do business.

It shall be the duty of all officers to attend all regular meetings of the Local Union. Any officer desiring to resign shall first submit his resignation to the Executive Board who, upon accepting his resignation shall then take it to the membership for acceptance. Any Executive Board member desiring to accept a nomination for another office, before his term of office has expired must submit a letter of resignation from his office. Vacancies occurring in the office of the Executive Board shall be filled by the Executive Board pending an election.

A member of the executive board shall attend the funeral of a deceased Member or retired Member of the Local Union.

**DONATIONS:**

The maximum donation by the Executive Board shall be five hundred (\$500) dollars and an amount in excess of five hundred dollars (\$500.00) will be brought to the membership for a vote to determine the amount.

**ARTICLE 18 – COMMITTEES:**

All committees appointed by the Executive Board, shall make their report in writing to the regular meeting and shall furnish copies to the Recording Secretary.

Each committee member will receive an honorarium of seventy-five (\$100) dollars annually. To receive an honorarium, committee members must be active on the committee and a Monthly Committee Report Form must be submitted to the Executive Board where applicable.

**GRIEVANCE COMMITTEE:**

All grievances will be processed as outlined in the Collective Agreement.

1. The Vice President will be chair and shall consist of three (3) other members. One (1) from Maintenance and two (2) from Transit Operations as appointed by the Executive Board.
2. The Committee will be responsible for the inspection of all grievances to see that they are properly filled out. They carry out the first three (3) steps of the Grievance Procedure.
3. The President will be responsible for any grievance which reaches the stage of going to the City Manager or designate.

**SICK AND VISITING COMMITTEE:**

1. Shall consist of (1) one member.

2. It shall be their responsibility to check daily to see which members are off-duty, due to sickness, disability, or on bereavement leave.
3. Any member who is off duty on bereavement leave will be sent a card of sympathy from the Union **and a \$50 gift card**. This being for the death of a member, **or** their immediate family.
4. Any member of the Local off sick for one (1) month or longer will receive a gift or certificate to the value of fifty (\$50) dollars.

## **ARTICLE 19 - NOMINATIONS AND ELECTIONS**

Nominations of officers shall take place in November, and elections shall be held at the December meeting, for terms of three (3) years, which shall run concurrently. Notice of nominations shall be posted to give at least five (5) days notice for respective offices to be elected. Elections shall be held by the Primary System and Election of Officers shall be by secret ballot. In order to be eligible for any office a candidate must comply with section 14.02 of the Constitution. In case that a member cannot attend the November nomination meeting, his acceptance of nomination will be accepted in writing. Any member wishing to be present when the ballots are being counted shall be privileged to do so. No member shall accept nomination of more than one office. Installation of officers shall take place at the January meeting. Nominations and elections shall be run in compliance with section 14 of the Constitution.

## **ARTICLE 20 - DELEGATES TO CONVENTIONS:**

The President by virtue of his office shall attend all Conventions and Conferences given he meets Section 14.2 of the Constitution. If he does not meet the requirements of Section 14.2 of the Constitution, alternate delegates shall be decided according to Section 6.7 of the Constitution.

### **TRAVEL:**

Delegates who are on Union functions for the Local Union and/or delegates to Conventions, and /or Seminars/Conferences shall receive air fare or equivalent to cover all transportation costs.

Delegates to conventions and/or Union functions shall be given an expense allowance of one hundred \$150 dollars per day for meals, for the actual number of days required to register, travel to and from, and to attend the Convention or Union function. All other authorized expenses must be verified by receipts, excluding alcohol.

**Out of country conventions/or union functions will be paid at current exchange rates.**

## **ARTICLE 21 - DELEGATES TO SEMINARS OR CONFERENCES/COURSES**

Members who attend all day Union Business, local seminars, conferences, or labour study courses shall be reimbursed for lost time, for cost or registration, and allowed a meal expense of twenty-five (\$25) dollars per day, at the discretion of the Executive Board. All other expenses must be verified by receipt, not to include alcohol. This is for functions held in Thunder Bay.

## **ARTICLE 22 - LEAVING SERVICE**

Any member who resigns his position with the Company can come on any job again, only as a new employee in all respects, except rate of pay and conditions.

## **ARTICLE 23 - HONORARIUMS FOR OFFICERS**

Honorariums per year shall be:

President	Twenty-Seven (27) days per year	216 hours total
Vice-President	Fourteen (14) days per year	112 hours total
Recording Secretary	Twelve (12) days per year	96 hours total
Financial Secretary	Twenty-Seven (27) days per year	216 hours total
Shop Steward	Ten (10) days per year	80 hours total

Honorariums are to be calculated at Thunder Bay Transit Operators rate of pay. The President has the authority to approve expenses or any out-of-pocket expenses incurred for the day-to-day business operations of the Local, up to Five Hundred Dollars (\$500). A gas allowance of Thirty-Five Dollars (\$35) per week will be payable monthly to the President.

### Cell Phones:

The Presidents and Vice President cell phone will be paid for in full. All shop steward officers shall receive \$80 per month and Financial Secretary/Recording Secretary will receive \$50 per month.

## **ARTICLE 24 - SICK BENEFITS**

The Local Union will pay all per capita taxes for those members not receiving compensation on sickness (STD/LTD), accident benefits, until such time as that member begins receiving regular benefits or dies or leaves the Local Union. This will ensure membership in good standing for those members. Section 13.21 of the Constitution permits such funds to be set up to take effect January 1, 1990.

## **ARTICLE 25 – GRANDFATHERING**

The Officers and members of the Local Union recognize that the Collective Agreement is

of paramount importance in the relationship between the Employer and the membership. If and when “Grandfathering” provisions are agreed between the parties, the Local shall not relinquish such provisions without the approval of the individual or individuals protected under such provisions or “Grandfathering” clauses. Any proposals to eliminate “Grandfathering” provisions by the Employer will not be included in a settlement recommendation unless it has been previously approved by a majority of the affected individuals.