

**COLLECTIVE AGREEMENT**

**THIS AGREEMENT MADE THIS TH DAY OF**

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(hereinafter referred to as the “Employer”)**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)  
LOCAL #4304  
(hereinafter referred to as the “Union”)**

**JANUARY 1, 2008- DECEMBER 31, 2008**

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## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.1 It is the purpose of this Agreement to promote and improve relations between the Employer and those of its employees who are represented by the Union, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the parties hereto.

## **ARTICLE 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole bargaining agent of all Bus Operators, Certified Motor Vehicle Trade Technicians, all Specialized Transit Vehicle Operators and Specialized Transit Dispatchers/Reservationists and related service personnel of the Transit Services Division of the Regional Municipality of Waterloo, save and except for students, supervisors, those above the rank of supervisor, office and clerical employees, stock keepers and those employees represented by CUPE Local 1883 and CUPE Local 1656.

Students may be employed throughout the year to perform vehicle cleaning and required traffic, passenger counts or other related duties for the measurement of the transit operations performance. Students shall pay dues to CAW Local 4304.

- 2.2 For the purpose of this Agreement there shall be two (2) Departments - one department hereinafter referred to as department #1 (Conventional and Specialized), consisting of all persons employed as Bus Operators, Specialized Transit Vehicle Operators and Dispatchers/Reservationists. Another

department hereinafter referred to as department #2 (Fleet), consisting of all persons classified as Certified Motor Vehicle Trade Technicians and related service personnel.

- 2.3 The parties agree that this agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario, in all respects including successor rights.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the right of the Employer to:

- a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Employer by statute and/or by-laws of the Employer.
- b) Hire, maintain order, discipline for just cause and to make and alter from time to time, rules and regulations.
- c) The Employer shall be entitled, in an emergency, to use its supervisory personnel to operate the motor vehicles, and **carry out** related maintenance duties. In this respect, emergency shall mean a situation where no qualified bargaining unit employee is available on site.
- d) The Employer shall be entitled to temporarily assign employees until such time as the position may be filled.

- 3.2 The Employer recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly

provided in this Agreement, and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to Management and be its exclusive responsibility.

#### **ARTICLE 4: RULES AND REGULATIONS**

- 4.1 The Employer has the right to make reasonable rules and regulations for the purpose of efficiency and discipline. The Employer will discuss with the Union all proposed changes in rules and regulations, seven (7) calendar days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Union may respond to such changes within the same seven (7) calendar days should they wish to do so.

#### **ARTICLE 5: CHECK OFF**

- 5.1 It is agreed that all Employees covered by this agreement shall become and remain members of the Union in good standing as a condition of employment. During the term of this agreement, there shall be a compulsory check-off of Union dues upon all employees of the Employer to which this agreement applies.
- 5.2 Dues are defined for the purpose of this clause as the regular union dues and initiation fees as prescribed by the constitution of the Union and by-laws of the Union.

- 5.3 a) The Employer will upon completion of an authorization card, signed by an employee covered by Clause 5.1 deduct union dues weekly.
- b) An initiation fee of twenty (20) dollars shall be deducted by the Employer from the first pay period of an employee after being hired.
- c) The Employer shall be notified in writing by the Union thirty (30) working days prior to any required change in deductible assessments.
- 5.4 Such deductions will be made by the Chief Financial Officer and Treasurer of the Employer from the payroll weekly, and shall be forwarded to the Financial Secretary of Local 4304 not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.5 The Employer agrees to include on an employee's T-4 slip for Income Tax purposes the total Union dues paid for the year excluding any initiation fees.
- 5.6 The Union agrees to indemnify and save the Employer from claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.

## **ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.1 During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there

shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the permanent, temporary and part-time employees.

## **ARTICLE 7: CORRESPONDENCE**

- 7.1 Copies of all resolutions of Regional Council that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the local President of the Union by the Employer.
- 7.2 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Director of Employee Relations or designate and the President of the local Union, with two (2) copies to the Local Chairperson.

The provisions of this Clause shall not apply to the dues deductions outlined in Article 5 and the Grievance Procedure outlined in Article 12.

## **ARTICLE 8: LAYOFF AND RECALL**

- 8.1 a) In the event of a layoff, permanent employees shall be laid off by job classification within their department. The last permanent employee hired in a classification shall be the first permanent employee laid off in that classification, and the last permanent employee laid off in that classification shall be the first permanent employee recalled to that classification subject to Article 30.2 and Article 39.3.

Seniority shall govern within the respective department, provided that the permanent employees affected are of equal skill, ability and competence.

- 8.2 A permanent employee laid off may exercise their bumping rights within their department in any job classification in their bargaining unit having a rate of pay the same as theirs or lower providing they are bumping a permanent employee with less seniority and they presently possess the required skill and ability to perform the job.
- 8.3 Should circumstances require a reduction of employees, part time/temporary employees shall be laid off first and then permanent employees starting with the least seniority.**

**There shall be no guarantee of hours for reassigned permanent employees affected by the layoff however their permanent status and benefits will be maintained unless they are laid off.**

**Permanent employees affected by the layoff and who possess the required skill and ability to perform the work will accept all of the shifts offered and all of the terms and conditions of employment applicable to the temporary or part-time work available.** A permanent employee's recall rights shall not be affected by the fact that they have displaced a temporary or part-time employee. A permanent employee exercising their bumping rights will retain their rights to recall to their laid off classification.

- 8.4 In the event of a layoff the Employer shall discuss with the Union the job classifications to be laid off at least sixty (60)

days before the effective date of the layoff, and confirm such in writing.

- 8.5 The Union shall be notified in writing of all employees being laid off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 30 and Article 40 Seniority.

## **ARTICLE 9: UNION REPRESENTATION**

- 9.1 The Bargaining Committee of the Union shall be composed of:
  - a) The Local President and Local Chairperson, or an alternate officer of the Local;
  - b) One representative from each area (Conventional, Specialized and Fleet)

The Union will advise the Employer of its appointees to the Bargaining Committee.

- 9.2 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee.
- 9.3 The Union will advise the Employer of the names of the members of the Grievance Committee. Subject to the conditions of article 10.1, no more than three (3) members of the Grievance Committee shall meet with the Employer at any one time.

- 9.4 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the Employer.
- 9.5 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer representatives on Union business, or for bargaining for a collective agreement, shall be paid for such time at their basic hourly rate, and shift and licence premiums, not to exceed their regular daily hours of work. Where the employer requires a representative of the union to attend a meeting outside of the employee's regular work period, all such hours in attendance at such meetings shall be paid at straight time to a maximum of eight (8) hours.

The request will be in writing or by electronic mail in advance of a requested leave. Where ever possible, forty-eight (48) hours notice will be provided to the Employer.

- 9.6 a) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.
- b) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their supervisor of the nature and place of the grievance and the expected duration of their absence. Should the employee not be able to return to work within the expected duration of the absence, it is the responsibility of the employee to inform their supervisor that they will be late.

- c) Upon entering the section or work area of a supervisor, other than their own, the Grievance Committeeperson will inform that supervisor of the nature of the grievance they are investigating.
- d) If requested by the Grievance Committeeperson, the aggrieved permanent employee will be released to discuss their grievance, provided it will not cause a significant interference in their work schedule.
- e) The Employer will pay the Grievance Committeeperson and the aggrieved permanent employee, or one (1) representative in the case of a group grievance, at their basic hourly rate for the time spent processing grievances, provided such activity takes place on Employer premises and that all requirements of this Article have been observed by the Grievance Committeeperson and the aggrieved permanent employee or group representative.
- f) The Grievance Committeeperson will inform the aggrieved permanent employee's supervisor when the investigation is completed. The Grievance Committeeperson will also inform their supervisor of their return to their regular job.
- g) The Employer shall not be liable for the pay of any member of the Union executive or other permanent employee represented by the Union when involved in preparation for, or attendance at arbitration hearings.

- h) Grievances shall not be investigated or processed while the permanent employees involved are working overtime.
- i) There will be no abuse or excessive use of time spent investigating grievances.

9.7 The Union President or designate will be relieved from work and allowed twenty (20) minutes to acquaint a new employee(s) with the Collective Agreement and the Union's function within one (1) month of the hire date of the new employee(s). The aforementioned twenty (20) minutes will be scheduled by the Employer. If the orientation is scheduled during non-working hours, a maximum of twenty (20) minutes straight time hourly rate will be paid.

9.8 In critical incidents, as referred to in Letter of Understanding #6, the Union President or designate shall be notified and may attend the scene. No Union Representative shall interfere with, impede or otherwise delay the accident investigation or completion of the accident report.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

10.1 It is the mutual desire of the parties hereto that complaints of permanent employees shall be adjusted as quickly as possible. Such complaints shall be acted upon in the following manner and sequence.

In this Article a grievance shall consist of a dispute concerning interpretation and application of the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of this

Agreement the question may be taken up through the following steps of the grievance procedure and determined if necessary by arbitration.

In all of the steps where time limits are named as days only, it is agreed that Saturdays, Sundays and paid specified holidays except floating holidays are excluded.

### Step 1

It is understood that a permanent employee has no grievance until they have first given their Supervisor or the Assistant Manager or nominee, as the case may be, an opportunity of adjusting their complaint.

In discussing such complaint, the permanent employee shall clearly indicate that the discussion is a Step 1 grievance. The permanent employee or the Employer may request the presence of a union representative. **It will be heard by the Assistant Manager or their nominee.** Such grievance shall be discussed with the Assistant Manager or nominee, within five (5) days after the circumstances giving rise to the complaint having occurred, and the Assistant Manager or nominee will render their decision within five (5) working days following the day on which the complaint was presented. Failing settlement, it may then be taken up as a grievance within three (3) days following the decision of the Supervisor or the Assistant Manager or nominee.

### Step 2

Failing settlement at Step 1, the Chief Steward may file a written grievance with the Manager or nominee. The written

grievance signed by the grievor, must contain the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated. The grievance must be filed in person **or electronically** with the **Manager** or Nominee. **The grievance meeting will be held within** five (5) working days after filing said grievance.

The Manager or nominee will deliver their decision in writing within five (5) days following the day on which the grievance is presented to them. They will also distribute copies of the original grievance and their answer to the Supervisor and Assistant Manager.

Failing settlement - then Step 3 may be invoked

### Step 3

Within five (5) days following the decision under Step 2, the Grievance Committee may submit the written grievance **in person or electronically** to the Employer's Director of Employee Relations or designate.

A meeting will be held within seven (7) days at which time the matter will be reviewed. The Director of Employee Relations or designate will deliver their decision within seven (7) days from the date on which the meeting was held under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Clause 10.3.

- 10.2 A policy grievance arising directly between the Employer and the Union alleging a violation of this Agreement, in regard to which an individual permanent employee could not grieve,

may be originated under Step 3. Failing settlement under Step 3, it may be submitted to arbitration in accordance with Article 11.

Such grievance by the Employer or by the Union as provided in this Clause, may be lodged at any time within twenty (20) full calendar days after the circumstances giving rise to such grievance occurred or originated.

10.3 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration, as set forth in Article 11.

If no written request for arbitration is received within twenty (20) full calendar days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for arbitration.

10.4 Replies to grievances shall be in writing at all stages **with copies sent to the grievance committee.**

10.5 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the permanent employee(s).

10.6 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being

filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.

10.7 Where no answer is given within the time limits specified in the grievance procedure, the permanent employee(s) concerned, the Union and the Employer shall be entitled to submit the grievance to the next step of the grievance procedure.

10.8 The Employer will supply the necessary facilities for the grievance meeting.

10.9 A grievance arising from a complaint involving more than one (1) permanent employee may be considered a group grievance. The names and payroll numbers of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee to be present at any step in the grievance procedure.

## **ARTICLE 11: ARBITRATION**

11.1 Any dispute or grievance which has been carried through all stages of the grievance procedure in accordance with the Collective Agreement and which has not been settled, will be referred to a single arbitrator pursuant to the Ontario Labour Relations Act, at the request of either of the parties hereto, (subject to time limits in Clause 10.3).

11.2 The expense of the arbitrator shall be shared equally between the parties.

- 11.3 The time limits fixed in both the grievance and arbitration procedure, may be extended by mutual consent of the parties to this Agreement.
- 11.4 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the grievor(s) and/or any other relevant witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.5 The decision of the arbitrator shall be binding on both parties. The arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.

## **ARTICLE 12: DISCIPLINE, SUSPENSION, DEMOTION AND DISCHARGE OF ANY EMPLOYEE**

- 12.1 The following procedure is meant as a guideline for the Employer's investigation of alleged misconduct of an employee. **The same shall apply when interviewing employee witnesses.**
- a) When the Manager or designate deems it necessary to interview an employee, the employee will be interviewed in order to ascertain information as well as the employee's views on the matter. Care will be taken to ensure privacy during the interview. The Employer will advise employees **or**

**employee witnesses** that a union representative may be requested for any discussions with the Employer **where discipline could result**. Where union representative is requested, a union representative will be present. For the purposes of clarity, the parties agree that the aforementioned union representation does not pertain to meetings regarding operational or non-disciplinary performance issues. If an employee is required to meet alone with more than one member of management for a discussion, the employee may request union representation, and such representation shall not be unreasonably denied. **Employees who decline union representation will sign a waiver to that effect. Such waiver will be signed prior to any interview occurring.**

- b) Upon completion of the Employer's investigation, the employee and the Union will be advised verbally of the conclusion(s) reached.
- c) Nothing in this Article shall be construed as restricting the Employer's right to stand down with pay or suspend without pay an employee pending the outcome of an investigation.

12.2 When disciplining an employee in writing, a copy of such notice shall be given to the Union. Such notice may be given verbally to the employee in question, prior to confirmation in writing.

12.3 A claim by a permanent employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at **Step 3** of the grievance procedure within five (5) calendar days after the discharge, suspension or demotion and the first steps of the grievance procedure will be omitted in any such case. **Suspensions will not be served until Step 3 of the grievance procedure has been completed.**

Such special grievance may be settled under the grievance and arbitration procedure by:

- a) confirming the Employer's action in dismissing, suspending or demoting a permanent employee; or
- (b) re-instating the permanent employee with full compensation and seniority for the time lost; or
- (c) by any other arrangement which is just, in the opinion of the parties, or the arbitration board, if appointed.

12.4 Management, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than twenty-four (24) months previous to such incident.

**Discipline imposed as a result of a preventable collision will remain on file until the operator has twelve (12) clean months of preventable collision free driving.**

12.5 a) In the event that Management receives any complaint which will form the basis of current or future discipline

against an employee(s), the employee(s) will be provided with a copy of such complaint (including any documentation) prior to any meeting with the Assistant Manager or above, and will have the opportunity to review the complaint with a union representative immediately prior to any meeting with management. Only signed customer complaints against an employee will be considered for disciplinary purposes or become part of any employee's personnel file.

- 12.5 b) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to Grand River Transit within **thirty (30)** days of the incident in question. If such complaint is not received within the above time limit, the incident/complaint will not be considered for discipline, unless such complaint falls within the scope of the Criminal Code. A photocopy will also be presented to a member of the Union Executive.
- c) Nothing herein will prevent GRT from interviewing employees concerning verbal complaints or emails. However, verbal complaints or emails must be followed by a written complaint to result in disciplinary action. Such record may be kept for twenty-four (24) months of the incident.

12.6 Union representatives shall be chosen from those who are available and preferably the physically closest available. This

does not preclude a member or the Union from requesting issue specific representation.

## **ARTICLE 13: SPECIFIED HOLIDAYS**

13.1 Each permanent and temporary employee covered by this Agreement is entitled to **twelve (12)** paid specified holidays regardless of the day on which the holiday occurs, and who has worked their regular shift on their regular work day preceding such holiday and the regular work day succeeding such holiday, or has obtained authorized leave of absence for such work day, the Employer has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they are scheduled to do so. The holidays to which this will apply are:

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

**Employees signed to a piece of work for a week in which a holiday falls, shall be paid shift value for that holiday.**

If the Holiday falls within the employee's annual vacation the employee may take an extra day off (lieu day) or extra day's pay, within the same calendar year. **If the Holiday falls on an employee's day off the employee may take an extra day off (Stat Day) or extra day's pay, within the following 12 months.** The decision as to which shall apply must be

made by the employee during the respective vacation sign-up for Department #1 and #2.

**The Employer will make available a schedule for vacation/lieu/floater/stat days off as outlined below. It is understood that these shifts may be covered with part-time employees.**

**CONVENTIONAL OPERATIONS**

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	4	4	2
	Christmas	6	6	4
	Winter	4	4	2
	Spring	4	4	2
	Summer	6	6	4
Cambridge Service Area	Fall	2	2	1
	Christmas	4	4	2
	Winter	2	2	1
	Spring	2	2	1
	Summer	4	4	2

**MobilityPLUS**

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	1	1	1
	Christmas	1	2	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	2	1
Cambridge Service Area	Fall	1	1	1
	Christmas	1	1	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	1	1
Dispatch	Fall	1	1	1
	Christmas	1	1	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	1	1

The individual scheduling of lieu days, **floater, stat and vacation days** will be on a first request basis and requires mutual agreement of the employee and the respective Manager and/or requirements and scheduling priorities.

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called floater holiday. The individual scheduling of this floating holiday will be on a first request basis and requires mutual agreement of the employee and the respective Manager and/or requirements and scheduling priorities.

The following qualifications will apply to the floater holiday:

- a) it must be taken during the calendar year
- b) failure to take the floater **results in the unused floater being paid out with the first full pay in January.**
- c) the floater holiday will not apply to employees unless they have been employed by the Employer thirty (30) days before the third Monday in February.

13.2 This Article does not apply to employees in receipt of Long Term Disability benefits.

## **ARTICLE 14: LEAVE OF ABSENCE**

14.1 Leave of absence without remuneration will be granted for Union business and may be granted to any permanent employee up to a maximum of three (3) months.

During such leave of absence, no permanent employee may accept employment for wages or salary except with the Union or any other labour organization affiliated to the Canadian Labour Congress. Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Employer and the Union.

14.2 a) Not more than two (2) permanent employees at any one time may be granted unpaid leave of absence to work in an official capacity for the Union for any period up to three (3) months.

- 14.2 b) Up to **six (6)** Union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union business. **Such leave shall not cause a significant impact on the employer's ability to meet service requirements.**

All requests for such leave must be made in writing to the Director, Transit Services or designate with a copy to the Director, Employee Relations or designate, and be signed by the President of the Union or designate and the permanent employee(s) concerned.

- 14.3 Notwithstanding the provisions of 30.2(d) & 40.3(d), unlimited leave of absence without remuneration may be granted by the Employer to no more than one (1) permanent employee to work in an official capacity in a full-time position as a representative of the Union. All requests for such leave must be made in writing to the Director, Employee Relations and be signed by the Union and the permanent employee concerned.

- 14.4 The Employer may grant leave of absence for any reason it sees fit, but under no circumstances shall a leave of absence be granted for the purpose of engaging in work outside the Employer's service. Unpaid leaves of absence shall only be considered once all floaters or lieu days have either been used or paid out. Such unpaid leave of absence shall not be unreasonably requested or withheld.

14.5 Upon request, the Employer will provide Compassionate Care Leave in accordance with the provisions of the Employment Standards Act to an employee who is providing support or participating in the care of a family member with a terminal illness.

Family member is defined as an employee's spouse, including common-law or same-sex partner; child, including step child or foster child; or parent, including step-parent or foster parent.

#### **14.6 Pregnancy/Parental Leave**

**Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act.**

#### **14.7 Family Time**

**Permanent full-time employees are entitled to utilize up to five (5) days of accumulated sick leave in a calendar year, to attend to family illness. Family members are defined as an employee's: spouse (including common-law or same-sex partner); child (including step child or foster child); or parent (including step parent or foster parent).**

### **ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT**

15.1 Permanent employees who are required to serve as jurors or subpoenaed witnesses in any court shall be granted leave of absence for these purposes. Such leave shall not constitute

a break in service for the calculation of seniority or sick leave credits. Prior to jury duty or as a subpoenaed witness, such permanent employee shall present to their Director, Transit Services, a satisfactory certificate showing the period of such service.

15.2 Such permanent employee will be paid **their crew/shift value** based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the **Commissioner, Human Resources** or designate, the full amount of compensation received, less the amount earned on their days of rest, excluding mileage and travelling expenses, and an official receipt therefore.

15.3 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because he/she performed jury or witness duty.

15.4 If a permanent employee is subpoenaed by the Employer to appear as a witness for or on behalf of the Employer on a signed for scheduled day off, the employee will be paid **their crew/shift value** providing they present to the Director, Transit Services a satisfactory certificate showing the period of such service, and further provided they deposit with the Chief Financial Officer and Treasurer of the Employer the full amount of compensation received from the court.

The intent of Article 15.4 is that only in instances where the Employer is subpoenaing the permanent employee will

payment be made. If the subpoena is issued on behalf of anyone else this language does not apply.

**15.5 An employee who is charged with an offence for any act or omission arising out of carrying out the employee's duties may have their legal costs paid by the employer in accordance with the Region's Bylaw titled "A By-law to Provide for the Indemnity and Defence of Councillors and Employees of the Regional Municipality of Waterloo Against Liability Incurred while Acting on Behalf of the Regional Municipality" Bylaw number 95-036. A copy of this bylaw will be made available to any employee upon request.**

## **ARTICLE 16: BEREAVEMENT PAY**

16.1 In case of a death of a permanent employee's spouse, father, mother, stepfather, stepmother, child or stepchild, the Employer shall grant a leave of absence of five (5) consecutive working days to the permanent employee with pay based on their **crew/shift value**. Such days are to be taken within either five (5) working days before or after the day of the funeral.

In the case of a death in the immediate family of a permanent employee, the Employer shall grant a leave of absence of three (3) consecutive working days to the permanent employee with pay based on their **crew/shift value**. Such days to be taken within either five (5) working days before or after the day of the funeral.

"Spouse" shall be defined as per government regulations. The term "spouse" shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Human Resources division in the manner and form prescribed by the Employer.

"Immediate family" shall be deemed to mean - brother, sister, mother-in-law, father-in-law, grandparents or grandchild.

16.2 In respect to attendance at the funeral of a step-brother, step-sister, brother-in-law, a sister-in-law, spouse's grandparents, son-in-law, or daughter-in-law, the Employer shall grant a leave of absence of one (1) day to the permanent employee with pay, based on their **crew/shift value of their** normal scheduled work day.

16.3 Where an employee is a pall bearer for a present employee or a retired employee of ten (10) years of service or more, such employee will be granted a one (1) day paid leave to act as a pall bearer.

## **ARTICLE 17: MEDICAL EXAMINATIONS**

17.1 Employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate specifying the individuals

capabilities and limitations as they relate to the job duties from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Supervisor and/or Assistant Manager by the employee prior to coming to their work assignment. The Employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Employer.

- 17.2 An employee may be required to submit to an examination by the Employer's medical examiner or by another physician selected by the Employer. The employee and the Employer shall be entitled to a copy of the report of such examination. The Employer will pay the cost of the medical examination.

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Employer without consent of the employee, who may wish to use the same in support of a claim for special consideration.

- 17.3 Permanent employees who are required to undergo a Ministry of Transportation medical in order to maintain a driver's licence, and such licence classification is a

condition of employment, will have the cost of such medical paid for by the Employer.

## **ARTICLE 18: INVESTIGATIONS OF ACCIDENTS / INCIDENTS**

18.1 All employees involved in a collision while on duty must remain at the scene of the collision and report it to a supervisor immediately. All employees must complete their initial accident/incident reports at the scene of the accident/incident and complete same within their scheduled hours of work. In certain instances Management will direct that the accident/incident report be completed after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay, but the report shall still be completed on the Employer's premises. Where an employee is unable to complete the accident/incident report the day of the accident/incident due to a reason acceptable to the Employer, the report must be completed by noon the following day at a time outside of their scheduled hours of work (i.e. not relieved) at the appropriate rate of pay. In all cases the completion of the accident/incident report shall be on the Employer's premises. The parties further agree that Article 34.1 is not applicable.

One (1) Union representative will be on the Collision Review Committee. In the event an employee is assessed as having a preventable accident/incident, the parties agree that the penalty will not form part of the employee's file until such time as the appeal process has been completed.

Accident appeals shall have at least one management staff who has bus driving experience.

## **ARTICLE 19: OPERATIONS AND UNION MANAGEMENT COMMITTEES**

19.1 There shall be an Operations Committee. The Union shall appoint eight (8) members to the Committee as follows:

- two (2) from North Conventional
- one (1) from South Conventional
- one (1) from North Fleet
- one (1) from South Fleet
- one (1) from Specialized Vehicle Operators (North)
- one (1) from Specialized Vehicle Operators (South)
- one (1) from Specialized Dispatcher/Reservationist

19.2 The Employer shall appoint members from its supervisory staff as required.

19.3 The Operations Committee shall meet once each month. Employees attending Operations Committee meetings who have been relieved from their scheduled duties to attend such meeting, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of **three (3)** hours.

Meeting times as above shall not be deemed to be time worked for the purpose of calculating overtime or spread time pay.

Operations Committee meetings shall deal with matters pertaining generally to the welfare of both parties to this Agreement. Improvement in service and operations shall be discussed. **Terms of Reference shall be reviewed annually during a regular meeting.**

19.4 Meetings of Union Management Committee, with not more than **seven (7)** employees, who are members of CAW Local 4304, two **(2)** of whom shall be part of the Union Executive, shall be held monthly or at a time mutually agreed upon by the parties. The parties agree to forward agenda items in writing seven (7) days in advance of the meeting. **If no agenda items are received the parties mutually agree to cancel the meeting.** It is agreed that such meetings are for the sole purpose of discussing issues arising from the application or interpretation of the collective agreement. Matters which are the subject of open grievances which have been filed shall only be discussed at the union management meetings with the agreement of both parties and only where all other matters on the agenda have been dealt with.

**19.5 There shall be three scheduling committees. Two for Conventional Operations and one for MobilityPLUS. The Scheduling Committees shall meet five (5) times per year. Employees attending Scheduling Committee meetings who have been relieved from their scheduled duties to attend such meetings, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of two (2) hours.**

**The Union shall appoint three (3) members to the Conventional Operations North Committee, two (2) members to Conventional Operations South Committee and two (2) to the MobilityPLUS Committee.**

**Improvement in service and scheduling shall be discussed. Terms of Reference shall be reviewed annually.**

## **ARTICLE 20: BULLETIN BOARDS**

20.1 **Locked (at the Union's expense)** bulletin boards shall be provided in all departments for Union purposes. The Union shall have the right to post general notices of Union activities but shall not, however, post notices which are of a civic or personal nature or notices which are derogatory.

## **ARTICLE 21: EMPLOYEES**

21.1 There shall be various categories of employees. There shall be permanent employees, temporary employees, part-time employees and apprentice employees.

Permanent Employees - shall be any regular full-time employee filling any position covered by and holding seniority rights under the terms of this Agreement. Permanent employees are the only employees coming within the entire scope of this Agreement.

Part-Time Employees - part time employees may be employed but shall not exceed a maximum of twenty per cent (20%) of the total workforce. Such part time employees shall not work in excess of twenty-four (24) hours in a week or the equivalent of three (3) full shifts whichever is greater. A full shift shall be

defined as a piece of work identified in the bid list. In cases where three (3) full shifts are used a part time employee shall not exceed a total of twenty-four and one-half (24.5) hours. Part time employees shall be used only to supplement the full time work force. All regularly scheduled service shall be part of the regular full time operator bid list.

The employer agrees to provide the Union on a weekly basis, a full report from both north and south divisions of all hours and shifts worked by part time employees.

The primary purpose of part time employees is to provide the Region with flexibility to enable the Region to meet its operational requirements and when full time employees are not available for their regular schedule due to vacation, leaves of absence, illness or injury.

Part-time employees are within the scope of this Agreement only insofar as basic pay, check off, and the Grievance and Arbitration Procedure in respect to discipline only.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months. Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment. Any temporary employee retained for a period of more than ten (10) months shall automatically become a permanent employee. Temporary Employees shall be used to replace permanent employees on extended absences (i.e. a week or more). In Specialized only, temporary employees may be used to cover vacation.

Temporary employees are within the scope of this Agreement only insofar as basic pay is concerned, unless otherwise specified herein.

## **ARTICLE 22: PAY PERIOD**

22.1 The interval between pay days shall be no longer than seven (7) calendar days.

## **ARTICLE 23: COPIES OF AGREEMENT**

23.1 The cost of printing copies of this Agreement, which shall be printed in a unionized shop, shall be borne by the Employer.

## **ARTICLE 24: JOB SECURITY**

24.1 No employee who has completed their probationary period shall be laid off as a result of the Employer exercising its right to contract out.

24.2 In the case of warranty work, the Employer shall endeavour to have such warranty work completed by appropriate agents of the original equipment manufacturer (OEM). When viable, the Employer will arrange to provide training and courses that will furnish the bargaining unit employees with such certification necessary to complete such warranty work. In such cases where the OEM agrees and it is viable for the Employer, a Regional employee with such certification may complete such warranty work.

24.3 Where practical and viable, should the manufacturer's agent perform the work at the Employer's facility, a tradesperson

shall be assigned to accompany and assist the agent performing the work. **The Employer agrees to provide these work assignments at a minimum of twelve (12) times per calendar year.**

24.4 No less than thirty (30) days before the Employer makes a recommendation to any Committee of Council to contract out work or services that could be performed by employees of the bargaining unit, the Employer shall make available to the Union any relevant information in its possession if requested, and which it can reasonably obtain that may be required by the Union to evaluate the work to be undertaken in order to discuss the matter with the Employer.

**24.5 The Employer agrees to review the ridership statistics with respect to Bus Plus with the Union on a semi annual basis. At the point that Bus Plus ridership statistics warrant conversion to a Conventional route, the employer agrees to review the transition plan and identify any issues, solutions and timelines for implementation.**

**24.6 The Employer agrees to review the ridership statistics with respect to MobilityPLUS contracted services with the Union on a semi annual basis.**

## **ARTICLE 25: VEHICLE SAFETY AND DRIVER'S LICENCE**

25.1 It is to the advantage of both the Employer and the employees that employees should not operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the

Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee refuses to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

25.2 It is a condition of employment that an employee at all times shall hold a valid driver's licence in the required licence classification. Further, it is the obligation and responsibility of the employee to immediately inform the supervisor in writing of the loss of driving privileges and/or driving prohibition and/or the change in any classification. In any case, where an employee has lost their driving privileges, they shall immediately be prohibited from operating any Regional motor vehicle. Upon notification of loss of driver's licence and/or driving prohibition, the employee will be laid off from work for the same period and length of time that the employee cannot perform all regular duties.

Where an employee has had their licence suspended or received a reduction in a required licence classification for medical reasons, the employee shall immediately advise their supervisor. The Employer agrees to provide reasonable accommodation to the point of undue hardship in such cases.

## **ARTICLE 26: EMPLOYEE BENEFIT PROGRAM**

26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the by-laws of the Employer.

26.2 An outline of the Hospital and Medical Care Plans, Group Life Insurance, Basic Dental Plan, Extended Health Care, Long Term Disability Plan, Workplace Safety Insurance Benefits, Sick Leave and Pension benefits is contained in Schedule "C" attached hereto and forming part of this Agreement.

## **ARTICLE 27: HEALTH AND SAFETY**

27.1 The Employer agrees to make all reasonable provisions for the health and safety of all employees during working hours by providing the necessary safety devices, clothing or equipment that may be required for the protection of its employees. The Employer will further attempt to resolve health and safety issues in an effective and efficient manner within reasonable time frames. The employees will cooperate by observing safety practices.

The Employer further agrees to maintain for the life of the agreement the current standards as laid out in the Occupational Health and Safety Act R.S.O. (1990) as a minimum standard in effect as of the date of ratification of this agreement pertaining to:

- a) Joint Health and Safety Committee (s. 9 of OHSA)
- b) Company Duties (s. 25 OHSA)
- c) Disclosure of Information [ss. 26 (1)(c)(d)(e)(f)]
- d) Right to Accompany Inspectors (ss. 54 (3))
- e) Right to Refuse Unsafe Work (s. 43)

27.2 The Employer will pay the cost of legislated certification training for **all labour members of the Joint Health and**

**Safety Committees. Such training could be provided by the Workers Health and Safety Centre or any other WSIB certified training centre.**

## **ARTICLE 28: TECHNOLOGICAL CHANGE**

28.1 Technological change shall be defined as the introduction of equipment different in type from that previously utilized which negatively affects an employee's employment status such that the person is declared redundant or the hourly rate of pay is reduced. The Employer agrees to notify the Union of such technological change as far in advance of its intentions and plans but at least sixty (60) days in advance of the introduction of the change.

Such notice shall be given in writing and shall contain pertinent data including:

- a) the nature of change (e.g. changes to working conditions, terms and conditions of employment, and skills required)
- b) the approximate date of which the Employer proposes to effect the change
- c) the approximate number, type and location of employees likely to be affected by the change.

The Employer shall provide the Union with regular information updates.

The parties shall meet to discuss the following options, in the order listed, for any employee whose position is declared redundant or who is affected by displacement as a result of technological change:

- a) placement in a vacant position of equal or lesser classification for which the employee possesses the skills and ability;
- b) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period;
- c) training at the Employer's expense, for a period of time not to exceed two hundred and forty (240) hours over two months, if needed to provide the employee with the skills required by the new method of operation or to fill an existing vacancy of equal or lesser classification.

## **DEPARTMENT # 1**

### **ARTICLE 29: PROBATION OF EMPLOYEES**

Note: Where there is language listed in department #1, language applies equally to Conventional and Specialized Transit unless it is specified by an asterisk (\*\*).

29.1 All persons hired to be permanent employees, shall be on probation for ninety (90) days worked. The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

## **ARTICLE 30: SENIORITY**

30.1 The Employer will provide the Union President a seniority list for department #1 twice per year, showing names, positions and seniority date of each permanent employee.

30.2 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;
- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship.
- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is lesser;
- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer,

and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled. These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

30.3 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills, qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit. The Employer agrees that it has the duty to accommodate to the point of undue hardship in accordance with the Ontario Human Rights Code.

30.4 A permanent employee, transferred or promoted to a position outside of the bargaining unit or to a different

seniority list, but within the Transit Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit or to a different seniority list, unless prior to the expiration of three (3) calendar months they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.
- b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee **continuously** acting in a **temporary** supervisory position shall accumulate seniority and pay union dues for up to six months. **If the employee continues in this position after six (6) months (but not to exceed twelve (12) calendar months), the permanent employee's seniority will be frozen and no union dues will be deducted.**

30.5 A part-time employee or temporary employee who is hired to a permanent employee **without a break of at least two (2) weeks** in service shall be credited with one half (½) of their in-service hours worked towards their probationary period to a maximum of forty five (45) days.

30.6 There shall be two seniority lists in department #1. One list shall be for Conventional Transit Operations staff and one shall be for Specialized employees. There will be divisional seniority lists (north and south) for the purposes of Article 32 (Vacation), Article 33 (Overtime) and Article 36 (Sign up).

There shall be three (3) part-time seniority lists as follows. Placement on seniority list shall be based on hours worked since last date of hire.

- 1) Part time Conventional
- 2) Part-time Specialized Transit
- 3) Part-time Department 2 – Fleet

## **ARTICLE 31: JOB POSTING**

31.1 The Employer will place a permanent job posting in all departments covered by this Agreement. Interested members of the bargaining unit may place an application at any time. Qualified applicants may be considered when vacancies occur. **When a full time vacancy becomes available the employer must fill a vacant position within six (6) weeks from the date the vacancy occurs.**

31.2 In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the

permanent employee with the greater seniority shall be selected. Any posting that is not filled by a permanent employee shall be offered to the most senior part-time/temporary employee (excluding retirees) who already possesses the required skills, qualifications, competence and ability to perform the work available.

External applicants shall not be considered until the internal hiring process has been completed and management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

31.3 The Union shall be advised **by email** as to the outcome of all job postings and appointments, cancellations or changes, **as soon as the outcome is known**. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

31.4 The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

31.5 a) A vacancy for a supervisor in department #1 shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #1 however, the Employer shall not be obligated to select a Supervisor from the applications submitted from department #1.

b) An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be

processed through the grievance and arbitration procedure.

31.6 If the Employer declares a vacancy in either the north or the south division, employees on the same job description in the other division will be entitled to apply under the following conditions:

- a) If the vacancy is in the north division, employees in the south division will be entitled to apply and vice versa.
- b) If a vacancy in the north division is filled by an employee from the south division, employees in the north division shall be entitled to apply for the resulting vacancy in the south division and vice versa.
- c) All further resulting vacancies created by the movement of employees between divisions (North and South) shall be filled in accordance with Article 31.2

## **ARTICLE 32: VACATIONS**

32.1 Vacations must be taken within the twelve (12) month period commencing **the winter sign-up** in each year and vacations shall not be accumulated. Permanent employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying one (1) week's vacation to the next vacation period. Requests shall be made in writing to the Director, Transit Services **or designate** at least two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management. Where such permission is granted, the one (1) week carry-over must be signed for in accordance with the normal

vacation signup procedure the next vacation signup.  
**Employees with five (5) weeks vacation or more could access a week of single days. They would need to notify the Director, Transit Services or designate two (2) months in advance of the vacation sign up of their intention to book the days during the upcoming work period.**

32.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis:

**Effective January 1, 2009 vacation year, vacation entitlement shall be determined as follows:**

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year - But less than 2 years	2 weeks
Not less than 2 years - But less than 7 years	3 weeks
Not less than 7 years - But less than 15 years	4 weeks
Not less than 15 years - But less than 24 years	5 weeks

Not less than 24 years - 6 weeks  
But less than 29 years

Not less than 29 years - 7 weeks

32.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay plus shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holiday, and shift premiums in addition to gross hourly wages earned including overtime.

32.4 a) In the vacation year, permanent Conventional employees shall receive forty-two and one-half (42 ½) hours pay for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of November of each year.

b) For Specialized employees, vacation pay shall be forty (40) hours for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of January of each year.

32.5 When the employment of a permanent employee is terminated, they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.

32.6 The vacation sign-up shall be conducted in the following manner. **By** November 1st **and** thereafter each year, the following shall be posted by Management:

- a) a vacation entitlement list, listing the number of weeks each permanent employee is entitled to in the upcoming vacation period. Employees are listed according to seniority.
- b) a vacation schedule for the following calendar year, detailing the actual vacation weeks and the number of permanent employees eligible to sign in each week.
- c) a vacation sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Employees are listed according to seniority.
- d) **the dates shall be consecutive calendar days, excluding Saturdays and Sundays.**

The vacation sign-up shall be held at the location listed on the vacation sign-up schedule. The vacation sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the vacation sign-up schedule). The vacation sign-up shall be jointly conducted by one (1) Representative of Management and one (1) representative of the Union. The Union representative shall be paid by the Employer.

Permanent employees shall be prepared to sign on the date and at time requested. A sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee shall be determined. Permanent employees are listed according to seniority. All employees will be assigned a specific ten (10) minute period

of time to sign and must be finished signing, prior to or when their ten (10) minute time segment expires.

Employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf at the scheduled time. Such a proxy shall be authorized in writing, signed, and dated by the employee appointing the proxy, and shall be submitted to Management prior to commencement of the vacation sign-up. Any permanent employee who fails to sign up by a means previously stated, within their time period, shall have their vacation scheduled at the discretion of the Management and Union representatives conducting the sign-up.

32.7 No permanent employee shall be entitled to take more than two (2) weeks vacation during the period commencing with the fourth Monday in June and ending with the Sunday before Labour Day. However, any employee entitled to three (3) or more weeks vacation may elect to hold one (1) week on the premise of obtaining an additional week during the above period. **Any employee may elect to hold back week(s) to sign later on with another employee.** Any employee choosing this option shall notify the Union President or nominee and Management representative conducting the sign-up.

\*\*Vacation weeks that were “held back” will be inserted into the vacation sign up holiday spare number that corresponds to the seniority of the operator who held the week back. In addition, when operators leave the employ of the Region thus creating “open” weeks in the vacation board, it will be

adjusted prior to each work sign up. These adjustments will ensure that holiday spare work is aligned in seniority order.

Vacations shall not be divided into periods of less than one (1) week with the exception of article 32.1.

Employees with less than one (1) week's credited vacation may not schedule their vacation entitlement during the above mentioned period.

32.8 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer having regard to seniority and the work and service required to be done and provided.

32.9 Vacation pay shall be paid by the Payroll Division in accordance with the vacation schedule completed by permanent employees in accordance with Article 32.6

**32.10 Employees who are returning from Long Term Disability benefits will be entitled to unpaid vacation time based on their vacation entitlement.**

## **ARTICLE 33: HOURS OF WORK AND OVERTIME**

33.1 The standard work week for permanent and temporary employees in Department #1 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period, commencing with a Monday, and shall be paid a minimum of eight (8) hours pay per day worked. Failure to perform the work as assigned will result in forfeiture of the minimum for the day. It is understood that the provisions of this Article shall not be a guarantee as to hours of work per week, nor as a guarantee of working schedules. For purpose of this

Article, computation of eight (8) hours shall include start up time and lunch time. A permanent or temporary employee who is required to work on their scheduled days of rest shall be paid in accordance with Article 33.12 . This Article shall not apply to employees called-in to work under the provisions of Article 34.

33.2 Permanent, Temporary and Spare-Board Operators will be provided with two (2) designated days of rest within any seven (7) consecutive day period, commencing with a Monday.

\*\* Work which cannot be accomplished by Spare-Board Operators during their regular work week will be offered to all available operators. If insufficient operators volunteer or accept such work, the Employer reserves the right to re-assign the work to any available operator on a reverse seniority basis, unless it is an operator's scheduled day off. The posted paid hours of pay shall apply.

33.3 Days off are established in relationship to routes and schedules and, therefore, any rearrangements of days off as between Operators shall be subject to the approval of the Assistant Manager or nominee. It is agreed that time worked under the terms of this section shall not be used in calculating overtime under the provisions of Article 33.12.

33.4 a) All permanent and temporary Conventional employees shall be paid at the rate of time and one-half ( $\frac{1}{2}$ ) for all work in excess of eight (8) hours and thirty (30) minutes in any one day. Appropriate government legislation will be observed for the purpose of calculating overtime payment where required.

b) All permanent and temporary **MobilityPLUS** employees:

**- for five (5) day work schedules overtime will be paid after eight (8) hours and thirty (30) minutes.**

**- for four (4) day work schedules overtime will be paid for all hours worked beyond the regularly scheduled hours on the bidlist. In any event, overtime will not be paid on any shift less than eight and one-half (8.5) hours per day.**

33.5 a) Permanent and temporary Conventional employees shall be paid for all scheduled breaks of less than one (1) hour. This Clause will not be in effect while an employee is on a designated rest break and/or eating period.

b) Specialized Operators shall have a one (1) hour paid lunch break for shifts of nine (9) hours or more or one-half ( $\frac{1}{2}$ ) hour paid lunch break for shifts up to nine (9) hours.

c) Dispatchers/Reservationists shall be scheduled for two (2) fifteen minute paid breaks and have one half ( $\frac{1}{2}$ ) hour unpaid lunch break. These breaks shall be scheduled by management.

d) **Specialized Operators scheduled breaks shall not fluctuate from the bidlist by more than fifteen (15) minutes.**

33.6 Permanent and temporary employees in Department #1 shall be obliged to perform work up to but not in excess of forty-eight (48) hours per week, provided that with respect to any work in excess of forty-five (45) hours, the Employer will attempt to allot such work, if any, so as to take into account the reasonable requests of permanent and temporary employees with respect to personal commitments made prior to the allocation of such work so as to minimize so far as practicable, the interference that such work might have with such commitments.

- 33.7 a) Permanent and temporary employees shall be paid at the rate of time and one-half (1 1/2) for all time worked in any one work day after eleven (11) hours of spread time. Spread time on scheduled runs shall not exceed twelve and one-half (12 ½) hours.
- b) Management will notify the Union of their intent to implement any new three (3) piece work crews and will discuss their intent with the Scheduling Committee prior to posting the new signup.

### **Travel Time Allowance – Conventional Operations**

33.8 a)\*\* Travel allowance for Department 1 permanent or temporary employees shall be paid in accordance with the following.

Town is defined as a relief point for any location other than a garage. When “towns” are at differing locations on a specific crew appropriate travel time will be paid.

### **Straight Crews**

Will be defined as any crew consisting of two (2) or more pieces of work with a break(s) of sixty (60) minutes or less.

If the start location of the day's work differs from the end location of the day's work a travel allowance will be paid between the two locations. In addition, if the end location of a piece of work differs from the start location of the next piece of work a travel allowance will be paid between the two (2) locations.

### Split Crews

Will be defined as any crew consisting of two (2) or more pieces of work with at least one (1) break greater than sixty (60) minutes.

For two (2) piece split crews, if the start location differs from the end location of a piece of work, a travel allowance shall be paid between the two (2) locations.

For multi-piece split crews, if the break(s) between pieces of work is sixty (60) minutes or less, the adjoining pieces of work will be treated as a straight crew for the purpose of calculating travel time. If the break(s) is greater than sixty (60) minutes, the travel time allowance will be calculated using the process for split crews.

For multi-piece split crews, the lunch break must fall in the largest split.

For the purposes of calculating the payment of travel allowance, the travel time allotted to the corresponding

**actual** distance between relief points shall be used. The **actual** distance and the corresponding travel allowance are identified in the following manner:

Travel Time Allowance	
<b>Actual Distance</b>	<b>Time Paid</b>
0.5 km	0 minutes
0.5 km < 2.0 km	10 minutes
2.0 km < 3.5 km	15 minutes
3.5 km < 5.0 km	20 minutes
5.0 km < 6.5 km	25 minutes
6.5 km < <b>8.0 km</b>	30 minutes
<b>8.0 km &lt; 9.5 km</b>	35 minutes
<b>Every extra 1.5 km</b>	<b>Extra 5 minutes</b>

Note: If travel is incurred during a period which is already being paid, additional travel allowance shall not apply.

33.8 b) \*\* Travel Time allowed as foresaid shall not be deemed time worked for the purpose of calculating overtime pay and/or spread time pay.

33.9 a) The Employer shall pay each Conventional employee, a fifteen (15) minute report time when starting at the garage and a five (5) minute report time when starting anywhere else. However, in situations where such employees are returning from designated lunch periods which are twenty (20) minutes in total duration, they shall not receive a five (5) minute report time, but shall be entitled to a report time payment of five (5) minutes. Part-timers will be charged a ten (10) minute report time only for purposes of the calculation in Article 21.1

33.9 b) Specialized Operators' schedules are inclusive of fifteen (15) minutes "up and down time".

33.10(a) Any work which may require an employee to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within that department equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.

**Equitable shall mean that operators that have signed the daily overtime list will be offered work based on total hours worked for the calendar year and seniority. Any errors or omissions in the above and/or below procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure.**

**(b) These are the guidelines for covering overtime.**

- 1) Total hours worked will be accumulated annually (Jan-Dec).**
- 2) Hours worked will be posted daily.**
- 3) Equal overtime hours worked goes to Senior Operator.**
- 4) Persons signing for part shifts and then refusing will be recorded a refusal assessing the smallest number of**

hours offered. Persons signing for a full shift and then refusing will be recorded a refusal assessing the value of the full shift refused.

- 5) Overtime will be available only on trades (no overtime on giveaways).
- 6) Daily Sheets will be posted the week prior to the workweek.
- 7) Operators have until 11:00 a.m. the day before the available work to sign the list. After 11:00 a.m. operators can add their names to the list either in person or by phone to dispatch. These operators will be contacted if the initial list of pre 11:00 a.m. operators is exhausted.
- 8) After the lists are removed from the bulletin board, names can be added, but will be placed at the bottom of the list and sorted by annual total.
- 9) Once overtime work is offered, hours will be charged to the Operator unless Operator removes their name beforehand (may be done over the radio/telephone for removing only).
- 10) Cancellation of availability must be made prior to contact for overtime. This will be done by phone / radio / in person.
- 11) Voluntary Assignments, Charters, Statutory Holidays, Emergency Help, and Oktoberfest extended service

**hours will not be accumulated in the annual total for overtime hours.**

- 12) All Operators will have to initial appropriate box or boxes they are available to work.**
- 13) If no one accepts a full shift the shift may be split. Six hours or more will be considered a full shift. Less than six hours will be considered part shift. If a person applies for a full shift and none is available, they may be offered two or more part pieces of groups that approximate a full shift (6-8hrs). If offered this work it will be treated as a full shift for both time worked or refused.**
- 14) Operators must place their badge number on the list by their names or they will not be called.**
- 15) If contact cannot be made with the Operator when open work becomes available, Supervisor will proceed to the next available Operator. (A notation will be placed by the Operators name with the time called).**
- 16) All ESA and CVOR guidelines will apply, i.e. Hours worked, spread time etc.**
- 17) Temporary Operators are not entitled to sign the overtime list. Any overtime work for Temps will be made available once all the full time Operators have been exhausted.**

**The following hours will apply:**

**A.M. shifts will commence from 04:30 hours**

**Twilight shifts will commence from 09:00 hours  
P.M. shifts will commence from 14:00 hours**

- (c) Overtime accumulated hours will be updated daily. When overtime list is exhausted and a Supervisor is required to go over the air for an on air call-in and more than one operator calls in, the person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work. When voluntary assignments and charters, become available after they have been signed for the Supervisor will go over the air for an on air call-in and if more than one operator calls in, the person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work. These hours will not be accumulated in the annual total for overtime hours as they are Voluntary Assignment/Charter.**

33.11 A permanent and/or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

33.12 Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus the regular day's pay for the holiday.

Work performed after **12:00 P.M.**, on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

33.13 There must be at all times eight (8) hours between the end of one full shift and the beginning of the next full shift, Spare-Board Operators included.

33.14 In the event an employee is not able to report to work, the employee must report their absence. **Whenever possible the employee shall report this absence a minimum of one (1) hour in advance of the start time of the shift.**

33.15 No temporary employee shall be entitled to overtime assignments until such time as all available permanent employees have been offered and have refused the assignment.

#### **ARTICLE 34: CALL-IN AND CALL-BACK**

34.1 When a permanent and/or temporary employee has left the Employer's premises and is called in or called back for any single, special or extra run not operated immediately before or after their regular scheduled run, they shall be given a minimum of three (3) hours work or three (3) hours pay except that with respect to such call-ins on the holidays referred to herein or on any one of their days of rest, they shall be given the minimum of four (4) hours work or four (4) hours pay.

34.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

34.3 If an Operator should not report for work by their reporting time, they shall be **subject to the conditions outlined in Letter of Understanding #1**.

## **ARTICLE 35: SHIFT PREMIUM**

35.1 There shall be a shift premium of **eighty (\$.80)** cents per hour paid for any full shift which has a finishing time beyond 8:00 p.m. Where overtime is worked the shift premium shall be paid only for actual hours worked.

All employees shall receive the above mentioned shift premium for all hours worked on Sunday.

35.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

## **ARTICLE 36: SIGN-UPS**

36.1 There shall be five (5) work periods each year for permanent employees. The work periods shall commence on the following days:

WINTER -	on the first Monday in January, except if January 1 <sup>st</sup> is a Monday, then the second Monday in January
SPRING -	on the first Monday in April
SUMMER -	on the fourth Monday in June

FALL - on Labour Day in September  
CHRISTMAS - on the fourth Monday in December,  
except if Christmas Day is on a Friday,  
Saturday, or Sunday, then the third  
Monday in December

Any deviation from these commencement days shall be mutually agreed to by both Management and the Union President.

There shall be four (4) work sign-ups each year for permanent employees. The Christmas and Winter sign-ups shall be conducted simultaneously. Each of the four (4) work sign-ups shall be conducted in the following manner.

At least four (4) weeks prior to the commencement of the sign-up work period, the following shall be posted by Management;

- a) a bidlist, listing all work assignments for the upcoming sign-up work period
- b) a sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Permanent employees are listed according to seniority. All employees will be assigned a specific ten (10) minute period of time to sign and must be finished signing, prior to or when their ten (10) minute time segment expires. Failure to do so will result in their work assignment being selected at the

discretion of the management and union representative who are conducting the sign up.

The bidlist shall state the following information for each work assignment:

- report and end times
- report and end location
- amount of travel time
- number of hours paid
- scheduled days off
- run numbers to be driven
- lunch break times

The Employer shall **make available** (1) copy of the bidlist to each employee in Conventional **Operations** and **MobilityPLUS** and shall make best efforts to provide a **display copy of the itineraries in Conventional Operations** five (5) calendar days prior to the day the sign-up takes place. **In addition, an electronic copy of the Conventional Operations itineraries will be forwarded to the Union.** Management shall maintain the right to change the format of the bidlist.

The sign-up shall be **completed** a minimum of two (2) weeks prior to the commencement of the work period. Any deviation from the specified minimum number of weeks prior to the commencement of the work period for both posting or the sign-up shall be mutually agreed to by both Management and the Union President.

**Conventional Operations (North and South) and MobilityPLUS (North and South) and Dispatch shall conduct their sign-up Monday to Friday as long as it takes for each employee to have the ten (10) minute time frame allotted.** The dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The sign-up shall be held at the location listed on the sign-up schedule. The sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the sign-up schedule). The sign-up shall be jointly conducted by one (1) representative of Management and one (1) representative of the Union. The Union representative shall be paid by the Union.

Permanent employees shall be prepared to sign on the date and time requested. Permanent employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the permanent employee appointing the proxy, and shall be submitted to Management prior to commencement of the sign-up. Any permanent employee who fails to sign up, by a means previously stated, within their time period, shall have their work assignment selected at the discretion of the Management and Union representative conducting the sign-up.

Any work assignments left permanently vacant between sign ups shall be offered to spareboard and vacation relief operators in order of seniority. The open work will only be

offered to spareboard and vacation relief operators whose seniority is less than that of the operator who is being replaced. It shall also be deemed a vacancy when medical documentation has been provided that an operator will not be returning to work for the duration of the sign up period. The vacancy on Spare-Board left by such assignment shall not be filled. In the event that no Spare-Board or Vacation Relief Operator applies for such assignment, then such vacancy shall be assigned to Bus Operators at the discretion of the Manager of Transit Operations or nominee.

No changes in excess of sixty (60) minutes in an individual permanent employee's daily work assignment may occur after the sign-up work period has commenced; any change to the contrary dictates that a new sign-up is required.

36.2 \*\* Any permanent employee who is judged by the Employer as unsatisfactory on the group or route selected may be removed from such group or route and temporarily re-assigned until the matter is resolved. In the case of disagreement, such placement shall be subject to the grievance procedure.

## **ARTICLE 37: UNIFORMS**

37.1 a) On first issue, Conventional **and MobilityPLUS** operators will be provided with a **new** uniform by the Employer. The first clothing issue to a new operator will consist of:

- one (1) spring/fall jacket
- **two (2) sweaters or two (2) fleece (**

- VNeck/CrewNeck/Cardigan or Sleeveless)**
- **four (4) pairs trousers or shorts (where the operator chooses shorts, they will be issued three (3) pairs of dress socks which must be worn with the short pants).**
  - six (6) shirts (**long/short/turtleneck/golfshirt**)
  - two (2) ties clip-on when available or regular
  - two (2) ball-type hats
  - one (1) winter toque **or aviator hat (if available)**

**Conventional only:**

- 1 pair of black shoes and the employee's choice of an additional pair of insulated winter boots or back shoes.

**MobilityPLUS only:**

One (1) pair black safety shoes to a maximum value of **\$110.00**. Rubber galoshes will be available for winter wear for those employees who do not wish to use safety boots for winter wear.

Employees will be required to attend the suppliers on their own time for shoes and boot issue. Employees may elect to wear safety work boots for winter wear and the Employer agreed to reimburse employees to a maximum of **\$110.00** per calendar year. Specialized operators shall have the option of combining the shoe and boot allowance for the purpose of purchasing the safety footwear.

Subsequent issues of the uniform items **listed above will be issued** at twenty-four (24) month intervals continuing with Spring 2008.

The top button only of the shirt may be undone.

A winter jacket will be issued once every four (4) years, at the appropriate times.

**In MobilityPLUS, a rainsuit will be issued once every four (4) years at the appropriate times.**

Uniforms shall be worn by all permanent employees after the probationary period, while on duty. Ownership of uniforms shall be vested in the Employer. Uniforms shall only be worn while on duty for Grand River Transit and to and from work.

Uniform material will be selected after consultation with the Uniform and Grooming Committee.

Alternate clothing may only be worn subject to the approval of the Employer.

All uniforms will be wash and wear.

37.1 b) It is agreed that Operators shall comply with the Clothing and Personal Grooming Letter of Understanding. It is acknowledged by the parties that repeated infractions of said procedures would warrant progressive discipline.

37.2 New permanent employees may be provided with new uniforms. If the first new uniform issued to a new permanent

employee is issued within three (3) months of the last general issue of uniforms, the permanent employee will be eligible for another uniform at the next general issue.

If such first uniform is issued to a permanent employee more than three (3) months after the last general issue of uniforms, the permanent employee will be required to wait until the next general issue before receiving another uniform, provided they be issued extra shirts on the basis of one (1) shirt every three (3) months, to a maximum of four (4) shirts.

**37.3 Casual clothing is permitted on days approved for fundraising activities provided the employee has made the donation and is wearing the identifying sticker or button. One piece of GRT issued clothing with a GRT logo must be worn for identification purposes. Appropriate footwear must always be worn. If safety shoes/boots are mandatory, they must be worn.**

**37.4 The Region will investigate purchasing practices to acquire uniforms and clothing from manufacturers who employ responsible labour practices including confirmation that there is no forced labour and no child labour used by such manufacturers.**

## **ARTICLE 38: WAGE RATES**

38.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

38.2 All part-time and temporary employees will be paid the starting rate of the job title in which they commence as per

Schedule B and shall receive such rate until they are promoted to permanent staff at which time they will be paid according to Schedule A.

## **DEPARTMENT #2**

### **ARTICLE 39: PROBATION OF EMPLOYEES**

39.1 All persons in Department #2 hired to be permanent employees shall be on probation for ninety (90) days worked. The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

In the event that a temporary employee who has served at least six (6) continuous months service is hired permanently into the same classification without a break in service, they will be credited with their probationary period.

### **ARTICLE 40: SENIORITY**

40.1 The Employer will provide the **Local Chair** a seniority list for Department #2 twice per year, showing names, positions and seniority date of each permanent employee.

There shall be three (3) part-time seniority lists as follows. Placement on seniority list shall be based on hours worked since last date of hire.

- 1) Part time Conventional

- 2) Part-time Specialized Transit
- 3) Part-time Department 2 – Fleet

40.2 a) When a permanent vacancy occurs on any shift in Department #2, the Employer will first offer the position on an “Expression of Interest” to employees within that classification prior to posting the position as a vacancy. The “Expression of Interest” will be posted on all Department #2 maintenance bulletin boards for five (5) days and the most senior applicant will be appointed to the job.

In the event no employee within the classification applies for a transfer, the position will be posted as a vacancy.

The transfer will become effective as soon as a replacement becomes available, or at such earlier date deemed suitable by the Employer.

- b) Permanent employees hired for the night shift may be permitted up to a two (2) months trial period on the day shift before being assigned to the night shift, and during such trial period, no permanent employee, as a result thereof, will be displaced from their assigned shift.
- c) When appointing an employee in Department #2 to a temporary work assignment necessitated by fluctuating workload, a notice of such temporary work assignment will be posted by their department. Due regard will be

paid to seniority between qualified applicants when such an appointment is made.

The above will apply only to temporary work assignments of more than sixty (60) working days duration. If there is a preferred shift involved such as days, first consideration must be given to qualified employees by seniority within the affected garage before appointing an employee from another garage.

40.3 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;
- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship.
- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or

for a period of twelve (12) months, whichever is the lesser;

- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons;

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

40.4 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit.

40.5 A permanent employee, transferred or promoted to a position outside of the bargaining unit, but within the Transit Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit or to a different seniority list, unless prior to the expiration of three (3) calendar months they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.
- b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the six (6) month period referred

to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee temporarily acting in a supervisory position shall continue to accumulate seniority, and any disciplinary action with respect to such permanent employee shall be subject to the grievance procedure.

## **ARTICLE 41: JOB POSTING**

41.1 With respect to positions in Department #2, the Employer shall post a notice of the vacant position(s) in all departments covered by this Agreement, five (5) calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

If a position in Department #2 is posted and subsequently filled from outside the bargaining unit, by a probationary employee, that position need not be reposted for a period of three (3) months, from the date of the expiration of the posting.

In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Employer shall not be required to repost the position when recruiting for said position.

Such notices or permanent job postings shall contain the following information: nature of position, i.e. department and

type of work, required knowledge and education, ability and skills, whether day, evening or night shift, and wage rate.

Any application for a posted position shall be in writing and shall be addressed to the HUMAN RESOURCE DEPARTMENT and be signed by the applicant and delivered to the said office on or before the date specified in the posting.

41.2 In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the permanent employee with the greater seniority shall be selected. Any posting that is not filled by a permanent employee shall be offered to the most senior part-time/temporary employee (excluding retirees) who already possesses the required skills, qualifications, competence and ability to perform the work available.

External applicants shall not be considered until the internal hiring process has been completed and management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

41.3 The Union shall be advised in writing as to the outcome of all job postings and appointments, cancellations or changes, within thirty (30) working days from date of occurrence. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

41.4 The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

41.5 A vacancy for a supervisor shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #2, however, the Employer shall not be obligated to select a supervisor from the applications submitted from department #2 employees.

An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the grievance and arbitration procedure.

## **ARTICLE 42: VACATIONS**

42.1 The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31<sup>st</sup>.

42.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis.

Effective **January 1, 2009** vacation year, vacation entitlement shall be determined as follows:

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year - But less than 2 years	2 weeks
Not less than 2 years - But less than 7 years	3 weeks
Not less than 7 years - But less than 15 years	4 weeks
Not less than 15 years - But less than 24 years	5 weeks
Not less than 24 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

42.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay as of the end of the vacation year (October 31st) plus shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the specified holidays, and shift premiums

in addition to gross hourly wages earned including overtime. Vacation pay-up will be paid on the last pay date of November of each year.

42.4 Department #2 employees shall receive forty (40) hours of pay for each week's vacation to which they are entitled.

42.5 When the employment of an employee is terminated, they shall be paid a proportionate amount of salary or wage for unused or accrued vacation credits.

42.6 Vacations must be taken within the twelve (12) month period following the year in which they were earned and shall not be accumulated.

42.7 A vacation schedule shall be posted by the Manager of Transit Fleet on March 1st or within seven (7) days thereafter in each year, and permanent employees shall arrange with the Superintendent in person or by proxy, to indicate on the schedule their vacation periods (to be settled by way of seniority). The vacation schedule shall be completed by all permanent employees on or before April 1st in each year.

42.8 Employees entitled to four (4) or more weeks vacation may be granted the privilege of carrying two (2) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Fleet by no later than two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management.

Where such permission is granted, the two (2) week's carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

42.9 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer, having regard to seniority and the work and service required to be done and provided.

42.10 Vacation pay shall be paid by the Payroll Division in accordance with the vacation schedule completed by permanent employees in accordance with Article 42.7.

**42.11 Employees who are returning from Long Term Disability benefits will be entitled to unpaid vacation time based on their vacation entitlement.**

## **ARTICLE 43: HOURS OF WORK AND OVERTIME**

43.1 The standard work week for permanent or temporary employees in department #2 shall be forty (40) hours over **four (4) or five (5) days** within any seven (7) consecutive day period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

43.2 Employees in department #2 will be provided with a paid twenty (20) minute break during the middle section of their shift in addition to a ten (10) minute rest period during the

first half of their shift. Rest and break periods will be taken on the job site unless otherwise authorized by Management.

43.3 Employees in department #2 shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of an employee's normal scheduled hours in any one day.

In addition, any employee who works three (3) hours or more of overtime with their regular work day shall be paid a meal allowance of **ten dollars (\$10.00)**.

43.4 A permanent or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

43.5 Any work which may require a permanent or temporary employee in department #2 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within department #2 equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.)

43.6 Work performed on specified holidays in department #2 will be paid at time and one-half (1 1/2) the basic rate plus the regular day's pay for the holiday.

Work performed after 12:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1

1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

43.7 Permanent employees scheduled for "stand-by call" for a weekend of two to four (2 - 4) consecutive days shall receive twenty-five dollars (\$25.00) per day for such duty and in addition all employees when called out on emergency call to be paid a minimum of **four (4) hours** at the appropriate overtime rate.

43.8 In the event an employee is not able to report to work, the employee must report their absence. **Whenever possible the employee shall** report this absence a minimum of one (1) hour in advance of the start time of the shift.

Where their supervisor is not available, such employee is required to leave notice of their absence and either a contact number where they can be reached, or a time when they will call back to their supervisor. This information can be left with the on-duty supervisor or the Service Advisor.

An employee who is absent from work is required to notify their supervisor in advance of their expected date of return to work.

**43.9 Overtime will be awarded to employees who have signed the daily overtime list by 11:00 a.m. the day before based on total hours worked for the calendar year and seniority. Any errors or omissions in this procedure shall be adjusted by the employee so affected**

being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure.

## **ARTICLE 44: TRAINING**

**44.1 The Employer agrees to utilize the entire training budget and to allocate training opportunities equitably among all employees. The budget will be utilized to address recommendations from the training committee.**

### **44.2 Fleet Training Committee**

**The parties agree to the development of a fleet training committee as well as maintaining on an annual basis a training matrix.**

**The Committee shall be made up of two members appointed by the Union, whose job classifications are either Truck and Coach Technician or Automotive Bodyperson. The other two members of the committee will be representatives from Management. The parties will appoint one member each to act as co-chairpersons of the committee. Chairpersons will alternate chairing the meeting.**

**The parties will meet at a minimum of twice per year, once in advance of the annual budget schedule and at least one other meeting throughout the year. Additional**

meetings may occur with the mutual consent of the co-chairs.

The terms of reference will be reviewed annually but relevant issues to be discussed shall include recommendations related to:

- fleet training requirements
- training for the development of standard operating procedures
- training for the implementation of new technology
- training for apprentices

### **Terms of Reference – Fleet Training Committee**

#### **Purpose:**

**To assess training requirements and make recommendations for training programs sponsored by the Employer.**

#### **Responsibility of Committee:**

1. **The committee will provide constructive feedback on training sponsored by the Employer in order to support the efficient and effective maintenance and repair of the GRT Fleet.**
2. **The committee will focus on training requirements pertaining to:**
  - **electrical systems**
  - **suspension systems**
  - **HVAC systems**
  - **engine and transmission diagnosis**

- **air system**
  - **brake systems**
3. **The committee will contribute to the development of Standard Operating Procedures through a review process.**
  4. **The committee will make recommendations for training to support the introduction of new technology.**
  5. **The committee will have access to the training matrix but recommendations will be on a program wide basis and will not identify individuals.**
  6. **The committee will function as an advisory committee to GRT management.**
  7. **Through on-going communications with all fleet employees, the committee shall attempt to represent employees' needs. The committee shall focus on major issues on a priority basis.**
  8. **Management will provide administrative support which will include preparing agendas, taking minutes and distributing minutes.**

## **ARTICLE 45: CALL-IN AND CALL-BACK**

45.1 A permanent or temporary employee in department #2 shall be deemed to have been called-in or called-back when they received notice of work to be performed after they have left the Employer's premises.

A permanent or temporary employee in department #2 called-back on one of their regularly scheduled work days, or if called in to work on one of their days of rest or specified holidays, shall be given a minimum of four (4) hours work or four (4) hours pay.

45.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

## **ARTICLE 46: SHIFT PREMIUM**

46.1 **Eighty-five cents (\$.85)** per hour premium will apply where the major portion of the shift falls between 3:00 p.m. and 11:00 p.m.

**Ninety cents (\$.90)** per hour premium will apply where the major portion of the shift falls between 11:00 p.m. and 7:00 a.m.

Where overtime is worked, the shift premium shall be paid only for actual hours worked.

All employees shall receive the above mentioned shift premium for all hours worked on Sunday.

46.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

## **ARTICLE 47: SAFETY, SANITATION AND HEALTH**

47.1 The Employer will endeavour at all times to provide safety appliances, in accordance with provincial labour laws, and sanitary conditions consistent with standard industrial practice.

47.2 The Union agrees that it will co-operate with the Employer to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.

47.3 The Employer agrees to reimburse up to **two hundred and twenty-five** dollars (**\$225.00**) annually for the purchase of safety footwear that is in compliance with the Employer's Safety Footwear Policy. This reimbursement is applicable to **all** employees.

47.4 In order for payment to be made, all receipts must be of the current calendar year and be authorized by a Fleet Supervisor.

## **ARTICLE 48: TOOLS**

48.1 The Employer agrees to provide an allowance annually to those classifications of permanent employees who qualify upon presentation of receipts. The allowance will be paid **in no more than two installments per year per employee (receipts must be submitted by June 1 and December 1 of each year)**. The amount paid by classification along with the terms and conditions for such payment, are as follows:

The classifications of permanent employees who qualify for an annual allowance of **eight hundred and fifty (\$850.00)** subject to the conditions in Article 47.2 are Certified Licensed Truck and Coach Technicians and Licensed Bodypersons.

**Apprentices will be eligible for a tool allowance at the same reimbursement level as the Skilled Trades.**

The classifications of permanent employees who qualify for an annual allowance of two hundred and seventy-five dollars (\$275.00) subject to the conditions in Article 47.2 are Service Attendants who are requested by Management to provide a complement of hand tools to perform their daily work.

**The Employer will provide tools for use by all Service Attendants.**

48.2 In order for payment to be made, all receipts must be of the current calendar year and be authorized by a Fleet Supervisor.

48.3 The Region is prepared to cover the replacement cost of employee's tools which have been lost or damaged under circumstances such as fire, and theft where there is evidence of forced entry and police have investigated. Employees shall supply the Region, annually or more often as required, with a list of their tools and said list shall be subject to audit at any time.

## ARTICLE 49: UNIFORMS

49.1 All employees in department #2 will be issued with the following:

**Six (6)** shirts - long and/or short sleeves and/or T-shirts or turtlenecks

**Four (4)** pairs of trousers/shorts (**within the fleet repair area, shorts must be worn with coveralls**)

**Toque**

**Insulated vest and spring jacket**

**Subsequent issues of uniforms will be at twelve (12) month intervals commencing spring 2008.**

All apparel must be maintained in a neat and clean condition by the employees. All uniforms worn by employees must be Grand River Transit issued.

49.2 All employees in department #2 shall be supplied **with a coverall cleaning service** by the Employer each week to the extent of five (5) coveralls per week for year round use. Employees in department #2 will be entitled to **one (1) pair of insulated coveralls and an orange Hydro Parka on initial uniform issue, afterward either one (1) pair of insulated coveralls or an orange insulated parka every two years.** Insulated coveralls will be orange with the appropriate reflective markings.

49.3 Rubber galoshes, buckled with light felt-type lining, will be issued for winter use, to be worn over the work shoes. The Employer will supply gloves appropriate to needs for department #2 on an individual merit basis. Worn out galoshes and gloves must be exchanged for new issues.

49.4 Clothing material will be selected after consultation with the Union. Perma Press shirts will be supplied if available through the employer's purchasing division at a comparable price to the cotton shirts.

## **ARTICLE 50: SKILLED TRADES/APPRENTICESHIP PROGRAM**

### **SKILLED TRADES**

**The provisions of the general agreement shall apply to employees in the Skilled Trades classifications except as altered by the provisions of this article:**

- 1. Skilled trades for the purpose of this agreement shall be Automotive Bodyperson (licensed) and Truck and Coach Technicians.**
- 2. The term “Journeyman/woman” as used in this agreement shall mean any person who presently holds a Province of Ontario Certification in the various Motor Vehicle repair fields.**
- 3. The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.**
- 4. The first dues will be deducted from the employees’ first pay following completion of their probationary period. Thereafter dues will be made in January of each succeeding year or upon completion of one months work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the CAW Local 4304.**

## **SKILLED TRADES APPRENTICESHIP**

### **General**

- 1. The purpose of the language is to define the provisions governing registration, education, seniority, and all other matters peculiar to Skilled Trades apprenticeships.**
- 2. Provisions of the collective agreement shall apply to all Skilled Trades apprentices except as specifically provided herein or in this article.**

### **REGISTRATION**

- 3. All apprentices will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch. All apprentices will sign a written Apprenticeship Agreement with the Employer.**

### **INITIAL EDUCATION REQUIREMENTS**

- 4. An Apprentice will be required to have an Ontario Secondary School Graduation Diploma (OSSGD) or equivalent. Preference will be given to applicants who have completed a Community College pre-apprenticeship program.**

## **SCHOOL ATTENDANCE**

- 5. Apprentices will be required to attend classes for related instruction. Training will be in accordance with the approved training plan.**

## **TRAINING**

- 6. All parties involved in the training will strive to provide the apprentice with a broad exposure to all aspects of the trade to ensure full competency upon completion.**

## **COMPLETION OF APPRENTICESHIP**

- 7. An apprentice will be deemed to have completed their apprenticeship upon receipt of their certification from the Province of Ontario. Apprentices will be required to complete their Journeymen/woman certification within twelve (12) months of completion of their apprenticeship hours. Failure to meet the certification requirements within the time limit specified above will result in termination of their apprenticeship employment. These employees may post into available vacancies to which they possess the necessary skills, competency and abilities. Seniority accumulated will be recognized for positions they may post into.**

## **SENIORITY**

- 8. Seniority is as per the existing collective agreement.**

## **RATIO**

- 9. The ratio shall not be more than one apprentice to six Journeymen/women. The Employer will maintain this ratio.**

## **APPLICATIONS**

- 10. Notice of apprenticeship openings will be posted as per article 41 – Job Postings.**

## **APPRENTICE WAGE RATES**

- 11. Refer to article 49.2 of the current collective agreement.**

**An employee with seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage (%) of the Journeyman/woman rate is greater of the two.**

**Apprentices will be compensated at their regular wages for the time at school.**

## **TOOL ALLOWANCE**

- 12. Apprentices will be eligible for a tool allowance at the same reimbursement level as the Skilled Trades**

- 50.1 Apprentice Employees - The Employer and the Union agree that the Employer may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of the Apprenticeship and Tradesmen's Qualification Act, Bill 55, 1998 and amendments thereto, and the Regulations pursuant thereto, shall apply.
- 50.2 Pay rates whilst serving their apprenticeship will be in accordance with Schedule "B."
- 50.3 It is understood that after an Apprentice has successfully served their apprenticeship with the Employer and becomes qualified in their trade, then they will receive the pay rate for their licensed job title. However, they must accept whatever position is available within their job title, regardless of shift.
- 50.4 It is further understood and agreed that an Apprentice will not have any job posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stay on as a Employer employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them.

## **ARTICLE 51: WORKPLACE HARASSMENT**

The Ontario Human Rights Code defines harassment as “any vexatious comment or conduct that is unwelcome or ought reasonable to be known to be unwelcome”. The Code protects all employees from harassment under the following grounds: race, ancestry, place of origin, color, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offenses, marital status, family status, and disability. Such comment or conduct includes both employees, management personnel or others present at the workplace. The Region and the Union agree that confirmed cases of harassment will not be tolerated. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all areas of the facility, and includes areas such as offices, transit vehicles, garages, depots, grounds, rest rooms, cafeteria, locker room, staff room, conference rooms and parking lots. Harassment which has repercussions in the workplace or adverse effects on working relationships is also prohibited by the Ontario Human Rights Code.

The employee may seek assistance of their Union or of management in filing a complaint. The employee will be advised of their right to seek Union representation. If the employee chooses not to have union representation, the employee will verify that choice in writing.

In the event the employee chooses to have union representation, the findings of the investigation may be shared with either the local union chairperson or the national representative, only upon the express direction of the employee.

- (a) Cases of alleged harassment as defined by the Ontario Human Rights Code will be considered as discrimination and eligible to be processed as grievances under the grievance procedure, although the Region will investigate all formal complaints of harassment, whether made through its Workplace Harassment Policy, the grievance procedure, or the Ontario Human Rights Code. Harassment may include, but not be limited to:
- i) requests or demands for sexual favours;
  - ii) unwelcome physical contact ranging from touching to sexual assault;
  - iii) display of pin-up posters or offensive literature;
  - iv) insulting gestures, remarks, jokes, or name calling;
  - v) circulating or displaying racist or derogatory printed material;
  - vi) refusing to work or co-operate with an employee because of their background;
  - vii) derogatory remarks directed towards one gender/sexual preference group.
  - viii) backlash or retaliation for the lodging of a harassment complaint or participation in an harassment investigation

- (b) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall be presented at the next step.
- (c) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code R.S.O. 1990, c. H19. In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be suspended immediately, pending final disposition of the complaint by the Human Rights Commission.
- (d) Individuals who lodge a legitimate complaint of harassment are entitled to do so without reprisal or threat of reprisal for doing so.
- (e) Grievances under this article will likely be of a very sensitive nature and the parties agree that they will take all necessary precautions to maintain the highest degree of confidentiality throughout the grievance process.
- (f) Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and the assessment of discipline.

## **ARTICLE 52: WAGE RATES**

52.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

52.2 All new employees will be paid the starting rate of the job title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their job title.

52.3 If in Management's opinion, a skilled tradesperson's performance and work output is satisfactory, the six (6) months' pay progression period may be reduced to three (3) months. The new employee's probation period will not, however, be shortened.

**52.4 In the event of a shortage on the employee's pay in excess of four (4) hours due to errors or omissions by the Employer, the Employer will endeavour to issue a manual cheque within one (1) payroll working day.**

## **ARTICLE 53: TERMS OF AGREEMENT**

53.1 This Agreement shall become effective as of 12:01 a.m. on **January 1, 2008** and shall remain in full force and effect until midnight **December 31, 2008**, and thereafter it shall automatically be renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend it.

Such notice shall be given not earlier than ninety (90) days and not later than thirty (30) days before the expiry date of this Agreement, or of any subsequent period in which this Agreement remains in force. Any changes which may be deemed necessary in this Agreement may be made at any time upon mutual consent during the existence of this Agreement or any renewal thereof.

**IN WITNESS WHEREOF** the parties hereto have executed this Collective Agreement on this th day of February, 2008 in the Region of Waterloo.

For the Regional Municipality  
of Waterloo

For the CAW, Local 4304

\_\_\_\_\_  
Regional Chair

\_\_\_\_\_  
Committee Member

Regional Clerk

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Assistant CAO, Human  
Resources

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Director Employee Relations

Committee Member

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Committee Member

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Committee Member

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Union Representative

## SCHEDULE "A"

### 2008 JOB TITLES AND HOURLY WAGE RATES

Effective January 1, 2008 (includes an across-the-board increase 3% plus seventy-five (.75) cent per hour market adjustment)

#### DEPARTMENT #1

##### JOB TITLES

Conventional and Specialized Bus Operators,  
Dispatchers/Reservationists Full Time:

New Operator Training Rate		\$19.68
Bus Operator	- 1st 3 months	\$22.56
	- 2nd 3 months	\$23.64
	- Next 6 months	\$23.89
	- Thereafter	\$24.30

#### DEPARTMENT #2

<u>JOB TITLES</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Automotive Service Attendant	\$21.97	23.04	23.89
Automotive Bodyperson (Licensed)	\$25.06	26.34	27.16
Truck and Coach Technician	\$25.52	26.77	27.63
Truck and Coach Technician + Propane or Natural Gas	\$25.77	26.99	27.86
Truck and Coach Technician + Propane & Natural Gas	\$25.96	27.21	28.14

## 2008 JOB TITLES AND HOURLY WAGE RATES

Effective April 1, 2008 (includes fifty (.50) cent per hour market adjustment)

### DEPARTMENT #1

#### JOB TITLES

Conventional and Specialized Bus Operators,  
Dispatchers/Reservationists Full Time:

New Operator Training Rate		\$20.18
Bus Operator	- 1st 3 months	\$23.06
	- 2nd 3 months	\$24.14
	- Next 6 months	\$24.39
	- Thereafter	\$24.80

### DEPARTMENT #2

<u>JOB TITLES</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Automotive Service Attendant	\$21.97	23.04	23.89
Automotive Bodyperson (Licensed)	\$25.56	26.84	27.66
Truck and Coach Technician	\$26.02	27.27	28.13
Truck and Coach Technician + Propane or Natural Gas	\$26.27	27.49	28.36
Truck and Coach Technician + Propane & Natural Gas	\$26.46	27.71	28.64

## **\*\* TEMPORARY AND PART-TIME PERSONNEL**

Pay hourly rates as per job classifications.

### **LEAD HANDS**

Lead Hands shall be paid a rate of seventy (70) cents per hour above the basic rate while so occupied.

Tire Service/Repair and Upholstery work shall be paid a rate of twenty-five (25) cents per hour above the basic rate while so occupied.

Chief Compressor and Relief Compressor Operators shall be paid a rate of one dollar and twenty-five cents (\$1.25) per hour above their basic rate while so occupied.

### **SERVICE ADVISOR**

Service Advisors shall be paid a rate of **seven and one half percent (7 ½%) per hour above the basic rate for minimum of four (4) hours in any one shift.**

### **CERTIFICATION**

Permanent Employees in department #2 who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will **ensure that their certification remains valid at all times. The Employer will endeavour to notify employees no less than sixty**

**(60) days prior to the expiration of their certification of their responsibility to renew their certification.**

Employees will be re-imbursed by the Employer for one hundred percent (100%) of the Certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.

### **OPERATOR TRAINING PREMIUM**

Operators selected by the Employer for the purpose of training new operators on the job will receive **two dollars (\$2.00)** per hour above their basic rate, while so occupied.

When an employee is transferred, they shall be paid:

- a) when transferred to a higher classification, at least the minimum for the new classification; but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer;

when transferred to a lower classification, they shall receive the rate for the new classification which is closest to the rate they were receiving immediately prior to the transfer.

### **MAINTENANCE TRAINING PREMIUM**

**Skilled trades people selected by the Employer for the purpose of orientation of new trades people will receive two dollars (\$2.00) per hour above the basic rate for a forty (40) hour orientation period.**

## **SCHEDULE "B"**

### **DEPARTMENT #1**

**\*\* Part-time and Temporary Conventional and Specialized Bus Operators, Dispatchers/Reservationists**

Effective January 1, 2008

Start Rate CZ/F Unlicenced (Training up to 160 hours)	\$18.31
Start Rate CZ/F Licenced (Training up to 120 hours)	\$19.68
Thereafter	\$22.56

Any additional hours of training that may be required will be discussed with the Union prior to such training.

**NOTE:** A part-time bus operator transferring to a permanent bus operator shall be initially placed on the permanent bus operator wage schedule (Appendix "A") This will be accomplished by crediting the operator for hours worked since attaining the top part-time hourly wage rate (utilizing the factor of one hundred and sixty (160) hours equals one (1) month - whole months only will be used in this calculation. Further progression on the permanent bus operator wage schedule shall be in

accordance with Schedule "A" with no allowance for part-time hours previously worked.

Alternate Vehicle Operators	Effective January 1, 2008
Start Rate - (up to 120 hours training)	\$15.99
Thereafter	\$16.93

Any additional hours of training that may be required will be discussed with the Union prior to such training.

## **DEPARTMENT #2**

Apprentice	Effective January 1, 2008
Start Rate	\$15.91
After 3 months	\$17.01
After 6 months	\$20.87
After successful completion of the 1st school term (80%)	\$22.27
After successful completion of the 2nd school term (85%)	\$23.55
After successful completion of the 3rd school term (90%)	\$24.87

## DEPARTMENT #1

\*\* Part-time and Temporary Conventional and Specialized Bus Operators, Dispatchers/Reservationists

Effective April 1, 2008

Start Rate CZ/F Unlicenced (Training up to 160 hours)	\$18.81
Start Rate CZ/F Licenced (Training up to 120 hours)	\$20.18
Thereafter	\$23.06

Any additional hours of training that may be required will be discussed with the Union prior to such training.

NOTE: A part-time bus operator transferring to a permanent bus operator shall be initially placed on the permanent bus operator wage schedule (Appendix "A") This will be accomplished by crediting the operator for hours worked since attaining the top part-time hourly wage rate (utilizing the factor of one hundred and sixty (160) hours equals one (1) month - whole months only will be used in this calculation. Further progression on the permanent bus operator wage schedule shall be in accordance with Schedule "A" with no allowance for part-time hours previously worked.

Alternate Vehicle Operators	Effective April 1, 2008
Start Rate - (up to 120 hours training)	\$16.49
Thereafter	\$17.43

Any additional hours of training that may be required will be discussed with the Union prior to such training.

### **DEPARTMENT #2**

Apprentice	Effective April 1, 2008
Start Rate	\$16.41
After 3 months	\$17.51
After 6 months	\$21.37
After successful completion of the 1st school term (80%)	\$22.77
After successful completion of the 2nd school term (85%)	\$24.05
After successful completion of the 3rd school term (90%)	\$25.37

## SCHEDULE "C"

### PERMANENT EMPLOYEE BENEFIT PROGRAM

The Employer will pay one hundred percent (100%) of the cost of the benefits listed below and which must be read subject to the conditions of the carriers.

The Employer may change carriers from time to time, provided the benefits will at least be equivalent to those now in effect. This does not apply to OHIP or any plan mandated by law. The Employer's responsibility shall be limited solely to the proper payment of the premiums.

- a) ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)  
(covers hospital, surgical and medical benefits)
  
- b) EQUIVALENT TO SUN LIFE HEALTH EXTENDED HEALTH PLAN
  - Vision Care (eyeglasses, contact lenses): **\$400.00** per family member every twenty-four (24) months.  
Employees wishing to undergo laser eye surgery will be permitted to use the maximum entitlement noted above towards the cost of the surgery on the effective dates.
  - semi-private hospital coverage and paramedic rider
  - Chiropractic benefit to a maximum of **\$800.00** per calendar year
  - Registered Massage Therapist benefit **\$1,000.00** per **calendar year**

- Hearing Aid benefit: **\$1,500.00** every twenty-four (24) months.

c) **GROUP LIFE INSURANCE PLAN**  
(equivalent to 200% of annual earnings to the nearest \$500.00. Life Insurance coverage is not extended to include dependents).

d) **DENTAL PLAN**  
(equivalent to Sun Life Health Dental Plan)  
-current O.D.A. fee schedule  
-Orthodontics: 50% co-insurance **\$3,000.00** lifetime maximum.

-Dental Rider #2 50% co-insurance \$750 every 5 years

e) **LONG TERM DISABILITY INSURANCE PLAN (LTD)**

Benefits of seventy percent (70%) of the employees regular earnings to a maximum benefit of \$5000.00 per month with an own occupation provision for two (2) years from the date of disability with a seventeen (17) week qualifying period.

### SICK LEAVE PLAN - Conventional and Fleet

Sick Leave Benefits - as specified in the City's By-Law #73-20P

Permanent employees of the Employer, from the date of employment, are entitled to one and one-half (1 1/2) days

sick leave credits for each completed continuous month of service.

An employee in conventional transit or fleet who was in the employ of the employer prior to February 28, 2002, whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits accumulated after April 1, 1953, on the basis of regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee having not less than five (5) years service and who was in the employ of the employer prior to February 28, 2002, and whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, accumulated after April 1, 1953, on the basis of regular salary or other remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

In addition to the amount payable for sick leave credits earned after April 1, 1953, there shall also be payable on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

Subject to the approval of Council, an eligible employee may elect to have the sick leave credits payable on termination, paid in installments, rather than in a lump sum.

For the purposes of clarity, no employee hired after February 27, 2002 shall be eligible to receive any payment for any unused accumulated sick leave credits upon the termination of their employment.

An employee on approved leave of absence in excess of thirty (30) calendar days, shall not receive sick leave credits during the period of such leave.

### Unpaid Absence in Excess of Thirty (30) Days

The provisions of Schedule C shall not apply to employees on an approved leave of absence or in an unpaid state in excess of thirty (30) days (excluding employees on an approved WSIB claim and employees off due to illness). For employees who are in an unpaid state due to illness, provisions of Schedule C shall not apply beyond twenty-four (24) months of the employee being in an unpaid state.

Sick Leave Benefits - as specified in the Employer's By-Law (except that payout provisions upon termination do not apply to specialized transit employees hired on or after July 1, 1997).

Permanent employees of the Employer, from the date of employment, are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service.

### Specialized

An employee hired before July 1, 1997 whose employment is terminated by death or retirement, shall be entitled, on

termination, to receive payment for the unused accumulated sick leave credits accumulated after April 1, 1953, on the basis of regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee hired before July 1, 1997 having not less than five (5) years service, whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, accumulated after April 1, 1953, on the basis of regular salary or other remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

In addition to the amount payable for sick leave credits earned after April 1, 1953, there shall also be payable on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

## PENSION PLANS

All permanent employees not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM plan (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for service after enrolment

in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan.

Benefits to supplement the basic Plan are included in the two Agreements described below:

1. Type 1 Supplementary - credited service prior to employer's enrolment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Employer.

Each member shall contribute toward the cost of the Plan and the Employer shall pay in accordance with O.M.E.R.S. regulations.

Compulsory retirement for all permanent employees is the end of the calendar half year in which the employee reaches sixty-five (65) years of age, unless an extension of this period is approved by mutual agreement between the Union and the Employer. Any changes to these plans other than those initiated by O.M.E.R.S. to be agreed upon by the Employer and the Union.

EMPLOYEES ARE REQUESTED TO READ THE  
O.M.E.R.S. BOOKLET FOR DETAILED INFORMATION.

### WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS

a) In the event of an employee's absence due to injury in the workplace, said employee will be eligible to receive benefits under the Region's sick leave plan until such

time as their sick leave credits are exhausted. WSIB payments shall be reimbursed to the sick leave plan if the Region receives the WSIB payments when the claim is approved.

b) Where an employee is absent and in receipt of WSIB benefits, the Region will make up the difference between compensation payments and their regularly scheduled hours (wage top up), by debiting the employee's sick leave credits by the amount equivalent to the difference for each such absence of their normal work days until such time as their sick leave credits are exhausted.

c) It is understood that parts a) and b) are premised on the compensation payment coming directly to the Region. Should the compensation payment go directly to the employee for whatever reason, the foregoing will still apply, providing the employee turns the cheque over to Human Resources, uncashed, immediately upon receipt. Failure to turn the cheque over as required will result in an immediate cancellation of any withdrawals whatsoever from sick leave credits and the Region will not make up the difference as stated above, for the length of the instant claim.

**d) Employees will receive payment for their scheduled hours on the day they suffer a workplace injury.**

**The Region undertakes to notify an injured employee when their sick leave credits are nearing exhaustion and the Region will inform WSIB to redirect compensation payments to the employee.**

**Where an employee is absent from work by reason of a**

**serious injury as a result of a physical assault while on duty, the employer shall pay the difference between his/her regular salary and the benefit amount received from WSIB provided that all of the following conditions are met:**

- The assault must result in the employee being admitted to hospital.**
- The police have been contacted and an occurrence number has been assigned.**
- An award is made by the WSIB for the injury.**

**While the employee is employed by the Region and the above conditions are met, the Employer shall pay the difference between his/her regular salary and the benefit amount received from WSIB, to a maximum of twenty-four (24) months.**

#### RETURN TO WORK:

The Union and Management mutually agree to assist in the early and safe return to work for employees who are ill or injured or disabled from their original position or job. Where the employee is medically unable to return to their original pre illness and/or injury position, the parties agree to assist in the accommodation of the employee in another position or job, in accordance with applicable legislation. The program is designed to facilitate employees to return to their pre illness and/or injury level and the resumption of an active role in the workplace.

The Region shall develop in consultation with the Union a return to work plan including the schedule, duration, duties and reassessment (where necessary). A meeting shall be held with the employee and their Union Representative to review the plan.

The Union and the Employer may upon request of either party convene a meeting to discuss issues and/or concerns that arise in the return to work program.

### **RETURN TO WORK COMMITTEE**

**The parties agree to establish a joint committee on Return to Work (RTW). The committee will be operational within one hundred and twenty (120) days of ratification of this agreement.**

**The purpose and mandate of the RTW committee is to make recommendations to Management on modified duties that could be made available and the return to work process. The committee will not be involved in individual return to work cases.**

**The Committee shall be made up of four (4) Management members and four (4) members appointed by the Union.**

**The parties will meet to develop terms of reference for this committee. The committee will meet every six (6) months.**

**Letter of Understanding #1**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

**Subject: Late Slip Program**

The parties acknowledge the importance of reporting for work in a punctual manner. The following procedure will be followed for Operators who report late:

Pink Late Slip

If an Operator misses their report time but does depart on time with their assigned bus, a pink slip is issued. No penalties, excepting a high frequency over a short period will cause an interview.

White Late Slip

A white slip will be issued for an Operator if they:

- a) miss a report time and fail to depart with their assigned bus as scheduled
- b) miss their start and scheduled leave time at a report point

If an Operator calls in, they will be told to report as soon as possible and will be put on their vehicle. Their pay commences when they take over their duties on their assigned vehicle.

If an Operator does not call in, Dispatch will try to contact them and if successful, will assign the Operator work as a Spare or, will advise them to assume the responsibility of their vehicle for the remainder of their shift.

Operators shall sign White Slips when they are issued. White slips accrue for a period of one (1) year and one (1) day from the date of the first offence.

Should an Operator have a second offence, a letter will be issued telling them the date of their first and second offences. Should there be a third offence, another letter will be issued warning that subsequent offences within one (1) year and one (1) day of the first offence shall result in a suspension. This letter shall also advise of the date their record clears to zero. Subsequent lates within one year and one day shall be dealt with by increasing the suspensions.

An Operator's record shall be cleared once they have surpassed one year and one day from the original white slip being issued.

Renewed at Kitchener this 14th day of February, 2008

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #2**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

RE: Driver's Licence

During the course of collective bargaining, the parties discussed the responsibility of the employee to ensure their driver's licence is current and valid in order to perform their driving duties for the Employer.

The Employer has offered this Letter of Understanding as a commitment to work with the CAW Local 4304 executive through the Union/Management meetings to work together to ensure that all employees are reminded of their obligation to maintain a valid and current driver's licence.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #3**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: Training

All employees shall participate in training programs required by the Employer during normal working hours. Employees shall be paid at regular rates for attendance during normal working hours. For purposes of clarity, hours spent in training will be deemed as hours worked.

The parties agree that due to scheduling concerns, it may be necessary for the Employer to request that employee attend training outside of their regular schedule. In such cases, both parties agree to promote the value of training and to encourage employees to attend training outside of their regular schedule. Such time will be paid at premium rates for temporary and permanent employees.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #4**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: Labour Relations Act

The parties agree that during the life of this agreement, should there be substantive amendments to the provisions of the Ontario Labour Relations Act and at the request of either party, the Region and representatives of CAW Local 4304 will meet and discuss the impact of the amendments on the collective agreement.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #5**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: Retiree Bus Passes

**The Region will supply a bus pass to all retirees.** Any retiree interested in obtaining a retiree pass, should indicate their interest to **the Manager, Marketing and Communications** and will be required to return any other transit passes they possess.

Amended at Kitchener this 14th day of February, 2008.

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #6**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

RE: Critical Incident Stress

The parties agree, that in the event of a critical incident in the workplace, the Employer will provide critical incident stress debriefing to the affected employee(s). Such employee(s) shall be approached by a supervisor to discuss the incident and to offer support which shall include the ability to immediately access EAP or a professional counsellor of the employee's choice (e.g. clergy, psychologist, physician).

A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace e.g., death of a co-worker, where the employee is involved in an accident resulting in death or serious injury where the injured person is transported in an ambulance, witnessing a death or serious injury, or threats to life.

Renewed at Kitchener this 14 th day of	February, 2008
For the Region of Waterloo	For the CAW, Local 4304
<u>Eric Gillespie</u>	<u>Rick Lonergan</u>
<u>Ron Pearson</u>	<u>Ted Dewsbury</u>
<u>Randy Steckly</u>	<u>Zeke Baker</u>
<u>Dave Smith</u>	<u>Franz Peters</u>
<u>Heather Larmour</u>	<u>Phil Mayberry</u>
<u>Doreen Gaiser</u>	<u>Harold Klooster</u>
<u>Glenn Roach</u>	<u>Bill Gibson</u>

**Letter of Understanding #7**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Employees in Violent Situations

The parties have discussed the concern that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without full consideration being given to the circumstances surrounding the individual and the incident otherwise supportive of discipline. The intent of this statement is subject to a standard of good faith on the part of the Employer, the Union and affected employees, and will not be utilized by the Union or employees to undermine the application of otherwise appropriate disciplinary measures.

Workplace Conduct

The Employer and the CAW Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Accordingly, the Employer agrees to continue to train employees on Human Rights and Interpersonal Conduct including relevant collective agreement provisions, the Employer's policies and the Ontario Human Rights Code.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #8**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: Rules Pertaining to Trades and Giveaways

The parties agree to the following rules:

1. No giveaway will be accepted more than fourteen (14) days prior to the first day being so given. **In the event that a piece of work is split between at least two (2) operators, there will be no additional travel time paid or no additional lunch break paid. Notification shall be given on the giveaway slip as to entitlement to travel time and/or lunch break.**
2. Giveaways will only be accepted at the garage during normal dispatch hours. One of the two operators involved in the giveaway must present the signed and completed giveaway slip to the Dispatch Supervisor or designate. It cannot simply be left lying on the counter.
3. The supervisor will initial the slip and indicate to the employee that it has been accepted. Giveaway slips will indicate the CVOR maximum hours that an individual operator is legally able to work.
4. A maximum of one hundred and seventy-six (176) hours of giveaways in a calendar year. Hours are to be calculated by using “total work” as listed in the sign-up.

5. If an operator is found to be working for another operator without following the proper giveaway slip procedures, both operators will be disciplined.
6. Should an operator, except in emergency circumstances, fail to work the giveaway shift they have accepted, that individual will be subject to a loss of giveaway and trading privileges.
7. Should an employee agree to a giveaway that would result in a sixth (6<sup>th</sup>) day of pay in a pay week, the sixth (6<sup>th</sup>) day shall only be paid where the employee works the sixth (6<sup>th</sup>) day.

Agreed at Kitchener this 14th day of February, 2008.

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #9**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

In the event of, or as a result of, a member of Local 4304, pursuing a ruling from the Ministry of Labour with respect to TRADES AND GIVEAWAYS under the Employment Standards Act, and there be a ruling from the Ministry of Labour, the Local shall be held responsible for all monetary judgements pertaining to retroactive payments to its members.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

## **Letter of Understanding #10**

Applies to Conventional Operators only

\*\*

### **LETTER OF UNDERSTANDING between THE REGIONAL MUNICIPALITY OF WATERLOO and CAW, LOCAL 4304**

The parties agree to renew the Letter of Understanding regarding lunch and breaks which was previously in place with the City of Kitchener. Accordingly, the parties agree there is a contravention of the Employment Standards Act Section 20 (1) regarding the five (5) hour rule. Management is prepared to correct the situation, but in doing so both parties recognize that enforcing the five (5) hour rule is regressive. Therefore, at the Union's request the practice of running up to thirty (30) minutes over the five (5) hour rule will continue.

Agreed this 14<sup>th</sup> day of February, 2008 at the Region of Waterloo

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Harold Klooster  
Phil Mayberry  
Bill Gibson

**Letter of Understanding #11**

**LETTER OF UNDERSTANDING  
between  
THE REGIONAL MUNICIPALITY OF WATERLOO  
and  
CAW, LOCAL 4304**

**Subject: Premium for Voluntary Overtime for Oktoberfest**

Participating Bus Operators who work the extended service hours will receive two times (2X) their regular hourly rate for those hours worked beyond a) the end of their regular shift or b) beyond midnight (whichever is the earlier time) until the end of their extended service hours.

**Participating Service Attendants whose shifts have been altered to meet Oktoberfest service requirements, will receive two times (2X) their regular hourly rate for those hours worked beyond midnight.**

In its efforts to address the Bus Operators' concerns, the Region has contacted Conestoga College to have Law and Security students assigned to ride the bus, in order to assist the Bus Operator by observing the passengers.

Agreed this 8<sup>th</sup> day of January, 2008 at the Region of Waterloo

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

## **Letter of Understanding #12**

\*\* Applies to Fleet only

### **LETTER OF UNDERSTANDING between THE REGIONAL MUNICIPALITY OF WATERLOO and CAW, LOCAL 4304**

Re: Chief Compressor Operator/Relief Compressor Operator

The parties agree that the following conditions shall apply to employees who qualify for and are assigned the work of the Chief Compressor Operator:

- 1.1 Operators licenced under the Operating Engineers Act shall receive a premium (\$1.25 per hour) when assigned related duties by the Employer.
- 1.2 Operators must maintain their licence under the Operating Engineers Regulation including any duties which are prescribed by the Technical Safety Standards Authority (TSSA).
- 1.3 when the majority of their weekly forty (40) hours are directly related to Compressor Operator duties, a premium shall be payable in addition to their regular hourly Mechanic AIII rate.
- 1.4 all overtime hours worked as Compressor Operator will be paid at \$1.25 per hour above the Mechanic AIII rate.
- 1.5 all vacation, statutory holiday, bereavement and sick leave pay shall be calculated with the premium added to the Mechanic AIII rate.
- 1.6 the base rate for Mechanic All is subject to economic increases.

With respect to Relief Compressor Operators, the language in

a),b)c) and f) above applies. Relief Compressor Operators shall not receive the premium while in training.

This letter of understanding may be terminated by either party with sixty (60) days written notice. Should this Letter of Understanding be terminated, the current Chief Compressor Operator shall remain as a Mechanic AIII.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Loneragan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #13**

\*\* Applies to Conventional only

**LETTER OF UNDERSTANDING  
between  
THE REGIONAL MUNICIPALITY OF WATERLOO  
and  
CAW, LOCAL 4304**

Re: Spareboard for Conventional Transit

The parties recognized during the course of negotiations the need to make every effort to maximize both the quality of life for our employees and the financial efficiency and effectiveness of Grand River Transit.

As such, the Employer agrees to continue the practice of having open spares sign for either day, twilight or evening spare board crew. The employer agrees to continue to make every effort to assign regular work where financially responsible such that the approximate finishing time is as close as reasonably possible to the time of the spare board crew for which the employee signed.

Renewed at Kitchener this 14th day of February, 2008

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

## **Letter of Understanding #14**

# **LETTER OF UNDERSTANDING between THE REGIONAL MUNICIPALITY OF WATERLOO and CAW, LOCAL 4304**

### Re: Clothing

The parties agree that it is the direct responsibility of the Employer to establish and maintain appropriate standards of dress and appearance. To provide input and assist in this regard, a committee composed of two (2) management representatives and two (2) union appointees will meet as required to judge the personal dress and grooming of operators whose appearance deviates from the acceptable standards. In the event that the committee cannot agree, the Director, Transit Services or Nominee will make the final decision.

It was agreed that appearance of each operator is important to both parties and the following standards have been agreed to:

### Clothing

- a) All conditions in the collective agreement which pertains to operator uniforms apply.
- b) Until a uniform has been issued, dark blue or black slacks and conservative solid colour shirts (preferably light blue or white) are to be worn.
- c) All issued clothing must be kept and worn in a clean and neat condition.
- d) The practice of decorating any part of the uniform with

numerous buttons is not acceptable. Operators must not wear any political or other advertisements on their uniform. Only items approved by the appropriate Manager or Nominee may be affixed to the uniform.

- e) Only footwear that has been issued or approved by the appropriate Manager or Nominee will be worn.
- f) Uniform clothing must not be worn at any time when consuming alcoholic beverages in a public place.

A ruling by the Director, Transit Services may be taken up under the grievance procedure if the employee so desires.

Agreed this 14<sup>th</sup> day of February, 2008 at the Region of Waterloo

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Harold Klooster  
Phil Mayberry  
Bill Gibson

**Letter of Understanding #15**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: Duties of Part Time Acting Assistant Supervisors

The parties agree that employees who are temporarily assigned to perform a supervisor's normal duties of assigning, delegating, co-ordinating and overseeing the work to be performed, shall continue to be members of the bargaining unit and accrue seniority.

Employees when so assigned, shall not discipline other employees. They must report to the supervisor/assistant manager as soon as possible, any instance of conduct or behaviour which contravenes established rules and regulations.

**FOR CONVENTIONAL ONLY**

No member of the bargaining unit shall hold the position of Part-time Acting Assistant Supervisor in excess of twenty-four (24) months. The parties further agree that at the expiration of the twenty-four (24) months, no bargaining unit member shall be eligible to reapply for a Part-time Acting Assistant Supervisor position for a period of twenty-four (24) months. The parties agree to a staggered implementation process over the life of this agreement.

Agreed to this 14th day of February, 2008 at the Region of Waterloo.

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Harold Klooster  
Phil Mayberry  
Bill Gibson

**Letter of Understanding #16**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to the Agreement. The parties shall forthwith appoint a single arbitrator to hear the grievance, in rotation, from a panel of seven (7) arbitrators as listed below:

Ian Springate  
Brian Keller  
William Kaplan  
Wesley Raynor  
Susan Stewart  
Marilyn Nairn  
Tim Armstrong

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #17**

**LETTER OF UNDERSTANDING  
between  
THE REGIONAL MUNICIPALITY OF WATERLOO  
and  
CAW, LOCAL 4304**

RE: Rapid Transit System

The Region of Waterloo agrees to meet with the Union annually to share information on the progress of the development of a Rapid Transit System.

Further, the Region agrees to meet with the Union no later than thirty (30) days from Regional Council's approval of the introduction of a Rapid Transit System and to give full information to the Union at that time.

Renewed at Kitchener this 18th day of December, 2007

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #18**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

Re: New Relief Points

**The union executive and management will meet to mutually develop and agree on new relief points prior to implementation. Agreement on new relief points shall not be unreasonably withheld by the union. In the event the parties don't agree, the matter will be taken directly to arbitration.**

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #19**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

**Re: Safety of Employees and Use of Cameras**

**This letter will confirm the Region's intent that the use of cameras are for the purposes of ensuring employees' and the public's safety as well as for the protection of the Region's facilities and property. Surveillance footage shall not be used for performance monitoring. It is the Region's belief that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers and protection of company property.**

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #20**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

**Re: Safety in the Workplace**

**The Region is willing to investigate areas where safety concerns have been identified to proactively develop initiatives which could include operator training, enhanced security presence and security system improvements.**

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #21**

**LETTER OF UNDERSTANDING  
between  
THE REGIONAL MUNICIPALITY OF WATERLOO  
and  
CAW, LOCAL 4304**

**Re: Covering work absences in Mobility*Plus* Dispatch area:**

**Full Shifts:**

- 1) Available Part-time Dispatcher (may use more than one person to accomplish),**
- 2) Complete shift as overtime to Full-time Dispatcher on day off,**
- 3) Complete shift as overtime to Full-time Temporary Dispatcher on day off,**
- 4) Complete shift as overtime to Dispatch-trained Mobility*PLUS* Vehicle Operator on day off,**
- 5) Complete shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day covered as overtime by Mobility*PLUS* Vehicle Operator on a day off,**
- 6) Complete shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day covering that persons work on the road by a Part-time Mobility*PLUS* Vehicle Operator,**
- 7) Split shift into largest possible pieces of work – cover as pieces of work.**

**Part Shifts (full piece but less than a full shift ie: dispatch works part of the day or meeting coverage):**

- 1) Available Part-time Dispatcher, or
- 2) Full-time Dispatcher working that day as overtime if able to cover full piece less than 4 hours
- 3) If 4 hours or more:
  - a) Complete part shift as overtime to Full-time Dispatcher on day off,
  - b) Complete part shift as overtime to Full-time Temporary Dispatcher working that day if able to cover full piece
  - c) Complete part shift as overtime to Full-time Temporary Dispatcher on day off,
  - d) Complete part shift as overtime to Dispatch-trained Mobility*PLUS* Vehicle Operator on day off
- 4) Complete part shift to Dispatch-trained Mobility*PLUS* Vehicle Operator working that day,
  - a) cover with Part-time operator
  - b) cover with Full-time Mobility*PLUS* Vehicle Operator as overtime

If unable to cover a piece of work in dispatch (either full or part shift) break the work into as many pieces as necessary and cover as able within reasonable time restrictions.

Any errors or omissions in the above procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure.

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
Ted Dewsbury  
Zeke Baker  
Franz Peters  
Phil Mayberry  
Harold Klooster  
Bill Gibson

**Letter of Understanding #22**  
**LETTER OF UNDERSTANDING**  
**between**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**and**  
**CAW, LOCAL 4304**

**Re: Women's Advocate**

**The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse. They may also need to find out about specialized resources in the community concerning these and other issues.**

**For this reason the parties agree to recognize the role of a Women's Advocate Program in the workplace. This referral program is jointly run with trained female union and management employees. A Women's Advocate will be selected by the Union from amongst the female bargaining unit employees. A second Women's Advocate will be selected by Management from amongst the female Management employees. The Advocates will make themselves available to female employees to discuss problems and disseminate information about local services and supports. The Advocates are not counsellors. They refer women to appropriate support agencies for their issues, such as the Employee Assistance Program (EAP).**

**The names of the Advocates will be posted on the union bulletin board. The Employer agrees to provide access to a meeting room so that confidentiality can be maintained. Employees have the ability to contact either or both of the Women's Advocates.**

**It is intended that women will access the Women's Advocates outside of their regularly scheduled hours. Where this is not possible, meetings may take place during scheduled hours at the request of the Management Women's Advocate.**

**The Women's Advocates will participate in an initial forty (40) hour training program organized by the CAW. The Employer agrees to pay for regularly scheduled shifts for the time off to attend the course.**

**The Women's Advocates will not be involved in any step of the grievance or discipline procedure. Any workplace harassment situations shall be brought to the attention of the Employer immediately.**

**The Employer agrees to pay for regularly scheduled shifts for the time off to attend the course as well as the cost of the course up to a maximum of six hundred dollars (\$600.00).**

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

Rick Lonergan  
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Bill Gibson

**Letter of Understanding #23**

**LETTER OF UNDERSTANDING  
between  
THE REGIONAL MUNICIPALITY OF WATERLOO  
and  
CAW, LOCAL 4304**

**Re: Excess Hours Permit**

**During the term of this agreement the Union agrees to support the Employer's application for an Excess Hours Permit from the Employment Standards Branch.**

**Signed at Kitchener this 14th day of February, 2008.**

For the Region of Waterloo

Eric Gillespie  
Ron Pearson  
Randy Steckly  
Dave Smith  
Heather Larmour  
Doreen Gaiser  
Glenn Roach

For the CAW, Local 4304

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