

2011 HIGHLIGHTS OF
A TENTATIVE COLLECTIVE AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF WATERLOO
AND
CAW, AND ITS LOCAL 4304

Sisters and Brothers,

The document you have before you is the result of many hours of negotiations, throughout the past number of weeks and is **unanimously endorsed by your Bargaining Committee.**

In this document you will see a great number of both language and monetary improvements as we continue the tradition of building on our past gains.

The Bargaining Committee thanks the membership for your on going support. It should not be lost that the solidarity shown to the Bargaining Committee, by your overwhelming support, is in no small way a key component to achieving the tentative collective agreement before you today.

The Committee asks for your support again by voting to accept this agreement.

Bargaining Committee:

Rick Lonergan - President Local 4304
Harold Klooster – Chairperson
Ted Dewsbury - Vice President
Monica Menner- Chief Steward, North
Zeke Baker – Chief Steward, South
Franz Peters – Chief Steward (Mobility Plus)
Phil Mayberry – Chief Steward, Department 2
Bill Gibson - CAW National Representative

ARTICLE 9: UNION REPRESENTATION

- 9.1 The Bargaining Committee of the Union shall be **appointed by the Union and shall consist of five (5) representatives.**

~~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 **prior to the commencement of negotiations.**

- 9.6 j) **NEW** If the Union advises the Assistant Manager or Manager at least forty-eight (48) hours in advance of the meeting that the grievor will be attending, the Employer will notify the grievor of the meeting time and place and shall provide shift coverage in Department 1.
- 9.9 **NEW** The Employer will notify the Union of the establishment of any committees where CAW members have been asked to participate in order for the Union to appoint a representative if they so choose. Nothing in this clause precludes the Employer from appointing CAW members to also sit on a committee (excluding standing committees).

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

~~The Chief Steward~~ **A Grievance Committee member or designate** may file a written grievance with the **Assistant** 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 **Assistant** Manager or nominee.

~~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. 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 grievance complaint was presented. 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. Failing settlement, it may then be taken up as a Step 2 grievance within three (3) days following the decision of Supervisor or the Assistant Manager or nominee.~~

Failing settlement - then Step 2 may be invoked.

Step 2

Within three (3) days following the decision under Step 1, a Grievance Committee member or designate may submit the written grievance in person or electronically to the Manager or nominee.

The Manager or nominee will deliver their decision in writing within five (5) days following the day on which the **Step 2** 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.

- 10.4 ~~Replies to grievances shall be in writing at all stages with copies sent to the grievance committee.~~ **Grievance responses shall be in writing and copied sent to the union President, Chairperson and union representative who attended the meeting via email. Time limits contained herein may be extended upon mutual consent.**

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.

- b) Upon completion of the Employer's investigation, the employee and the Union will be advised **provided (electronically or in writing) a description** 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.

- 12.1 d) **NEW**
When standing down or suspending an employee the Union will be informed.

ARTICLE 13: SPECIFIED HOLIDAYS

- 13.2 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.

This paragraph moved up in the clause:

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

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 Specified Holiday falls within the employee's annual vacation the employee may choose to receive an extra day's pay in the week following the specified holiday or an extra day off (lieu day) to be taken within the same calendar year. The decision as to which shall apply must be made by the employee during the respective vacation sign-up.

With the exception of Easter Monday and Remembrance Day, if the Specified Holiday falls on an employee's day off the employee may choose to receive an extra day's pay in the week following the specified holiday or an extra day off to be taken within the following 12 months. The decision as to which shall apply must be made by the employee during the respective bidlist sign-up.

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

Effective upon ratification:

CONVENTIONAL OPERATIONS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	6	4	2
	Christmas	6	6	4
	Winter	6	4	2
	Spring	6	4	2
	Summer	6	6	4
Cambridge Service Area	Fall	3	2	1
	Christmas	4	4	2
	Winter	3	2	1
	Spring	3	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

Effective January 1, 2013:

CONVENTIONAL OPERATIONS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	7	4	2
	Christmas	7	6	4
	Winter	7	4	2
	Spring	7	4	2
	Summer	7	6	4
Cambridge Service Area	Fall	3	2	1
	Christmas	5	4	2
	Winter	3	2	1
	Spring	3	2	1
	Summer	5	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

For the initial individual scheduling of lieu days, floater, specified holidays and single vacation days for the same board period being signed, a proxy form will be submitted no later than forty-eight (48) hours after the completion of the sign up and shall be granted by the employee's seniority. After posting the schedule of lieu days, floater, specified holidays and single vacation days resulting from the proxy process, the remainder of the aforementioned days will be granted on a first come first serve basis. ~~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 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.

ARTICLE 27: HEALTH AND SAFETY

27.3 NEW With respect to workplace harassment, and in accordance with Ontario Bill 168 and the Occupational Health and Safety Act, the Employer agrees to develop and maintain a written policy with respect to workplace harassment as well as a program to implement this policy.

27.4 With respect to workplace violence and in accordance with Ontario Bill 168 and the Occupational Health and Safety Act, the Employer agrees to develop and maintain a written policy addressing workplace violence and a program to implement this policy.
The Employer further agrees to provide the Joint Health and Safety Committee with a written copy of any risk assessment(s) completed and any subsequent reassessments.

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. **All** applicants **shall** 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.

- 31.6 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.

There will be a list kept where employees can add or delete their names. This list will keep track of the employees wanting to change locations (North or South) or classifications in both Conventional and Mobility Plus. In order to be considered an employee's name must be on the list by 8:00 am on the day that the vacancy occurs. This list will be used to fill job postings in order to expedite the process.

- a) If the vacancy is in the north division, employees in the south division will be entitled to apply and vice versa. **One move each way only. The employee transferring will assume the open shift created by the movement.**
- b) **The resulting open shift from employees transferring will only be offered to spareboard operators whose seniority is less than that of the operator being replaced in that location and if taken by a spareboard operator, the most senior part-time employee will be offered a permanent position and will assume the spareboard shift.**

If the resulting open shift is not filled by a spareboard operator in that location, the most senior part-time employee will be offered a permanent position and move into the shift left vacant by the transfer mentioned above.

- ~~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) **In the event that no permanent employee in the classification wishes to transfer as outlined in a) above, other permanent employees in**

different classifications will be considered for the vacancy prior to part-time employees.

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. **In exceptional circumstances, employees may request to carry forward more than one week with the approval of the Director, Transit Services and the Director, Employee Relations.** 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. **This request must include an explanation of why it is necessary to carry the vacation over and the vacation must be taken in the next calendar year.** 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 sign up procedure the next vacation sign up. 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 **a week of single days.** ~~the days during the upcoming work period.~~

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.

32.7 No permanent employee shall be entitled to ~~take~~ **initially sign for** more than ~~two (2) weeks~~ **three 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)~~ **four (4)** 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.

32.11 This Article does not apply to employees in receipt of Long Term Disability Benefits and employees on an approved leave of absence or in an unpaid state by the Region in excess of 30 days (excluding employees on an approved ESA leave or approved WSIB claim where benefits continue).

32.12 This Article does not apply to employees in receipt of Long Term Disability Benefits and employees on an approved leave of absence or in an unpaid state by the Region in excess of 30 days (excluding employees on an approved ESA leave or approved WSIB claim where benefits continue).

ARTICLE 35: SHIFT PREMIUM

35.1 There shall be a shift premium of ~~ninety five (\$.95) cents~~ **one dollar (\$1.00)** 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.

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 - ~~no later than the 2nd Monday in January on the first Monday in January, except if January 1st is a Monday, then the second Monday in January~~

SPRING - ~~on the first Monday in April~~ **no later than the last Monday in April**

SUMMER - on the fourth Monday in June

FALL - on Labour Day in September

CHRISTMAS - ~~on the fourth Monday~~ **no earlier than the 3rd 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 **the Employer** and one (1) representative of the Union. The Union representative shall be paid by **the Employer at straight time.**

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.

ARTICLE 42: VACATIONS

- 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.

- 42.3 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.

- 42.7 A vacation schedule shall be posted by the Manager of Transit Fleet ~~or designate~~ on ~~March~~ **January 1st** or within seven (7) days thereafter in each year, and permanent employees shall arrange with the ~~Superintendent~~ **Manager or designate** 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~~ **February 1st** in each year.

Employees working rotating weekend schedules will be able to book two individual weekend shifts as vacation per year. These days will be booked in accordance with the vacation signing language.

- 42.12 **This Article does not apply to employees in receipt of Long Term Disability Benefits and employees on an approved leave of absence or in an unpaid state by the Region in excess of 30 days (excluding employees on an approved ESA leave or approved WSIB claim where benefits continue).**

ARTICLE 43: HOURS OF WORK AND OVERTIME

43.2 Employees in department #2 will be provided with a paid ~~twenty (20)~~ **thirty (30)** minute break during the middle section of their shift in addition to **one scheduled fifteen (15)** ~~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.

ARTICLE 44: TRAINING

44.2 Fleet Training Committee

The parties agree to the development of a fleet training committee as well as maintaining on a ~~an~~ **semi** annual basis a training matrix. **The Union will be given a copy.**

Rest of the article remains as is.

ARTICLE 46: SHIFT PREMIUM

46.1 ~~Ninety-five (\$0.95)~~ **One dollar (\$1.00)** per hour premium will apply where the major portion of the shift falls between 3:00 p.m. and 11:00 p.m.

~~One dollar (\$1.00)~~ **One dollar and five cents (\$1.05)** 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.

ARTICLE 47: SAFETY, SANITATION AND HEALTH

47.1 The Employer **shall** at all times provide safety appliances, in accordance with provincial labour laws, and sanitary conditions consistent with standard industrial practice. **Employees will be required to make the Employer aware of safety appliances that are not operational and employees will be required to utilize Personal Protective Equipment.**

47.3 The Employer agrees **to provide an allowance of two hundred dollars (\$200.00) (effective in 2012) reimburse up to two hundred and thirty dollars (\$230.00)** annually for the purchase of safety footwear that is in compliance with

the Employer's Safety Footwear Policy. This reimbursement **allowance** 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.~~ **The annual safety footwear allowance will be paid in January.**

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 seventy (\$870.00)~~ **eight hundred dollars (\$800.00) (effective in 2012)** subject to the conditions in Article 47.2 are Certified Licensed Truck and Coach Technicians and Licensed Bodypersons. **The annual tool allowance will be paid in January.**

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

Remainder of the clause status quo

ARTICLE 51: WORKPLACE HARASSMENT AND WORKPLACE VIOLENCE

All employees must treat one another with respect and professionalism and refrain from engaging in unlawful discrimination and workplace harassment contrary to either the *Ontario Human Rights Code or Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*. The parties will take all reasonable steps to create a work environment that is free of unlawful discrimination and workplace harassment. Workplace violence in any form will not be tolerated and reasonable steps will be taken to assess risks and address incidents that are brought forward.

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* or **Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009** 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 **Prevention Policy** or the **Workplace Violence Prevention 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) bullying**

- ix)** 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.

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.

ARTICLE 53: TERMS OF AGREEMENT

Terms of this agreement will be in effect from **January 1, 2011 to December 31, 2013.**

SCHEDULE "A"

Existing employees currently receiving the Propane and Natural Gas rate will be grandfathered providing they maintain their Propane and Natural Gas license. New hires would not receive the Propane or Natural Gas rate.

SCHEDULE "B"

SPECIALTY CLASSIFICATIONS

Ozone Depletion Prevention Premium

Up to three full-time positions would receive a premium of twenty-four cents (.24) per hour above their basic rate while so occupied. Employees temporarily assigned to HVAC work would not receive the premium. In order to be eligible for the premium, employees must have a valid and current ODP card.

SCHEDULE "C"

Chiropractic benefit to a maximum of **\$1000.00** per calendar year.

Registered Massage Therapist to a maximum of **\$1200.00** per calendar year.

Vision Care (eyeglasses, contact lenses): **\$450.00** 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.

Dentures to **\$1000.00** every five (5) years.

Hearing Aides to **\$2000.00** every twenty-four (24) months

SPECIALTY CLASSIFICATIONS

Tire Service/Repair and Upholstery work shall be paid a rate of one dollar (\$1.00) (upon ratification) per hour above the basic rate while so occupied. The successful senior applicants to the positions noted above will be required to provide proof of certification for either tire service/ repair or upholstery work within an eight (8) month period.

~~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.~~

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.

LETTERS OF UNDERSTANDING - AGREED TO RENEW:

Letters of Understanding

- L/U 1 - Late Slip Program
- L/U 3 - Training - renew without amendment
- L/U 4 - Labour Relations Act
- L/U 5 - Retiree Bus Passes
- L/U 6 - Critical Incident Stress
- L/U 7 - Employees in Violent Situations
- L/U 8 - Rules Pertaining to Trades and Giveaways
- L/U 9 - ESA
- L/U 10 - renew without amendment
- L/U 11 - Premium for Voluntary Overtime for Oktoberfest
- L/U 13 – Spareboard for Conventional Transit
- L/U 14 - Clothing
- L/U 18 - New Relief Points
- L/U 19 - Safety of Employees and Use of Cameras
- L/U 20 - Safety in the Workplace
- L/U 21 - Covering Work Absences in Mobility *PLUS* Dispatch Area
- L/U 22 - Women's Advocate
- L/U 23 - Excess Hours Permit
- L/U - Use of Family Sick – renew without amendment

L/U – Vacation Switches

The parties agree to the following with respect to Vacation Switches in ~~Conventional~~ Operations.

1. Vacation switches between employees must be for a complete week.

2. The Holiday Spare Operator (**Conventional**) or person covering vacation (**MobilityPLUS**) will work the shift they originally signed.
3. The operators agreeing to switch vacation weeks are required to cover each others work.
4. All vacation switches must be documented on the appropriate forms and approved by Management.
5. It is the responsibility of both operators to ensure vacation switches adhere to all ESA and CVOR regulations. Any violation may result in a cancellation of the vacation switch by Management.
6. If a specified holiday falls within the week of the switch, the operator with the week off earns the lieu day.
7. Once the initiating operator switches his/her week they are not permitted to switch that week again.
8. Points 2 & 3 do not apply if the vacation switch is approved before the work sign-up starts.
9. The parties understand a vacation switch may result in the violation of articles 32.7 and 32.8 of the collective agreement and therefore, under these circumstances, the vacation switches can not be grieved.

L/U – Health Care Spending Account

The parties agree that when an employee continues to actively work full-time after the age of 65 the following conditions will apply.

- 1) The employee will be transferred to the Region's Health Care Spending Account – Group Policy Number 82000-065.
- 2) All employees covered by this plan will be eligible to any changes/amendments made to the plan.
- 3) A copy of the policy brochure **is available**.

NEW - Letter of Understanding:

Bracketing

1. Employees off due to illness/injury for extended periods will be signed in brackets.
2. Any employee may sign beside the employee that has been bracketed and will do that work for the sign up period.
3. If the Employee that was signed within the brackets returns to work, the employee that signed beside the bracketed employee will be given their pick of the open work available. This would include all work available such as other work covered by temporary employees. The temporary employee filling this work would return to part-time.
4. If the employee who originally signed the open work subsequently returns to work then the employee who signed beside the bracketed employee will be again given their pick of the open work available. This would include all work available such as other work covered by temporary employees. The temporary employee filling this work would return to part-time.

NEW - Letter of Understanding:

Part-time Availability for Department 1

All part time employees shall submit their availability seven (7) days preceding the month following. Each part-time employee shall advise the Assistant Manager, or designate, of their availability for no less than eight (8) full shifts per month (covering a 24 hour period starting with the daily service schedule).

All part-time employees must commit to working at least four (4) weekend dates per month (covering a 24 hour period starting with the daily service schedule). Weekend dates to include Friday, Saturday, Sunday and Monday.

Part-time employees can revise their availability at least four (4) days preceding the fifteenth (15th) calendar day of the month for the rest of the month. Any revisions must continue to include the minimum availability requirement of eight (8) full shifts per month as indicated above.

A part-time employee who refuses or is unable to be contacted for six (6) shifts in a two consecutive month period for which they committed availability as per the above shall have their name removed from the part time seniority list and cease to be employed by the Region.

It is the employee's responsibility to ensure that they have provided the Assistant Manager, or designate their primary telephone number.

The employer agrees that part-time employees shall not be utilized as spare board while this letter is in effect.

WAGES: General Wage Increase to all levels and classifications

Jan 1, 2011 - 2%

Jan 1, 2012 - 2%

Jan 1, 2013 – 2%

Bus Operator, Dispatchers – Full Time	Top Rate
31-Dec-10	\$26.25
1-Jan-11	\$26.78
1-Jan-12	\$27.31
1-Jan -13	\$27.86

Automotive Service Attendant	
31-Dec-10	\$25.28
1-Jan-11	\$25.79
1-Jan-12	\$26.30
1-Jan-13	\$26.83

Automotive Bodyperson (Licensed)	
31-Dec-10	\$29.27
1-Jan-11	\$29.86
1-Jan-12	\$30.45
1-Jan-13	\$31.06

Truck and Coach Technician	
31-Dec-10	\$29.77
1-Jan-11	\$30.37
1-Jan-12	\$30.97
1-Jan-13	\$31.59

Signing Bonus: \$200.00 for full-time employees

\$100.00 for part-time employees