

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF TIMMINS**



**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL NO. 1544, C.L.C. (TRANSIT)**



*Canadian Union of Public Employees  
Syndicat canadien de la fonction publique*

**APRIL 1, 2020 TO MARCH 31, 2025**

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BETWEEN:

**THE CORPORATION OF THE CITY OF TIMMINS  
(Hereinafter referred to as the "Employer")**

**OF THE FIRST PART**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 1544, C.L.C. (TRANSIT)  
(Hereinafter referred to as the "Union")**

**OF THE SECOND PART**

**ARTICLE 1 – PREAMBLE**

**1.01** Whereas it is the desire of both parties to this Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
4. **To excel in the provision of a safe, reliable, efficient and customer service focused public transportation system.**

**1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the rates of pay, working conditions, and benefits, of the employees be drawn up in a Collective Agreement.

**NOW THEREFORE** the parties agree as follows:

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The Union acknowledges that it is the exclusive function of the Employer to:

1. Determine and establish standards and procedures for the delivery of service to the public;
2. Maintain order, discipline and efficiency;
3. Hire, discharge, lay-off, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee of the Employer coming within the bargaining unit, provided the claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
4. Generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer, in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.

### **2.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, **experimenting** or an emergency.

## **ARTICLE 3 – RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local No. 1544 as the sole and exclusive collective bargaining agency for all of its Transit employees save and except supervisors, persons above the rank of supervisor, **Office Staff, Part-Time Office Staff, and Parts Clerk**, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.



### **3.02 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of this Agreement.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, classification, transfer, lay-off, recall, discipline, discharge or otherwise set out in the Ontario Human Rights Code as amended, nor by reason of their membership or activity in the Union, or any other reason. The Employer shall not exercise its right to direct the workforce in a discriminatory manner.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 All Employees to be Members**

All employees of the Employer, as a condition of continuing employment shall pay dues, according to the constitution and by-laws of the Union. All future employees of the Employer, shall, as a condition of continued employment, pay dues to the Union within thirty (30) calendar days of employment with the Employer.

### **5.02 Check-Off**

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-laws and owing by him/her to the Union. Where any changes are required in these deductions, the Union will notify the Employer fourteen (14) calendar days in advance.

### **5.03 Deductions**

Deductions shall be made bi-weekly from the payroll and at the end of each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the month following, accompanied by two lists of the names of all employees from whose wages the deductions have been made, showing additions or deletions, if any, with reasons.

## **ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off. An officer of the Union shall be given an opportunity to meet new employees, groups of employees, or groups of students within regular working hours, without loss of pay for a maximum of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his or her responsibilities and obligations to the Employer and the Union.

### **6.02 Copies of Agreement**

The Corporation shall issue a copy of the revised Collective Agreement within thirty (30) calendar days of the signing of the Agreement to each member of the bargaining unit. Both parties desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it and for this reason, the Employer agrees to pay the full cost of photocopying this Agreement.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of **Corporate Services** and the Secretary of the Union, or their designates. In addition, the City and the Union agree to correspond via e-mail where appropriate.

### **7.02 Notices Mailed**

Any notice so mailed shall be deemed given as of the next business day after the date identified on the notice (Saturdays, Sundays, and Holidays excluded).

## **ARTICLE 8 – BARGAINING AND GRIEVANCE COMMITTEE**

**8.01** The Bargaining Committee shall consist of not more than four (4) elected members. The Union will advise the Employer of the members of its Committee.

**8.02** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

- 8.03** Employees of the Bargaining Committee shall be paid for all hours while bargaining to a maximum of eight (8) hours per day.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one (1) Chief Steward and two (2) stewards, whose duties may be to assist any employee which the steward represents, in preparing and in presenting their grievance in accordance with the Grievance Procedure, and who shall constitute the Grievance Committee.

### **9.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents and the Chief Steward before the Employer shall be required to recognize him/her.

### **9.03 Permission to Leave Work**

The Employer agrees that Officer's of the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union understands and agrees that each Officer of the Union is employed to perform full-time work for the Employer and that he/she will not leave his/her work during working hours except to perform their duties under this Agreement. Therefore, no Officer of the Union shall leave his/her work without obtaining permission of their supervisor, whose decision shall be given within an hour.

### **9.04 Definition of Grievances**

A grievance under this Agreement shall be defined as any difference arising directly between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of this agreement.

### **9.05 Informal Discussion**

That an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Prior to a formal complaint, the employee will discuss the matter with his/her immediate Supervisor to determine if it can be resolved before further action is taken. The Supervisor shall render a response within three (3) working days. If no response/resolution has taken place, the employee may proceed to Step 1 of the grievance procedure.

### **Step 1**

The aggrieved employee(s) may submit the grievance to his/her steward within ten (10) calendar days of the occurrence after receiving the Supervisor's response. If the steward considers the grievance to be justified, the employee(s) concerned, together with the steward, shall seek to settle the dispute with the Manager of Transit Operations within four (4) calendar days of the submission. The Manager of Transit Operations shall render his/her decision within four (4) calendar days.

### **Step 2**

Failing settlement being reached in Step 1, the employee(s) concerned, together with the Grievance Committee, shall within four (4) calendar days after receipt of the decision in Step 1, submit the matter to the Director of Human Resources, or designate, who shall render his/her decision within seven (7) calendar days. The grievor shall be present at the Step 2 meeting.

### **Step 3**

Failing a satisfactory settlement being reached in Step 2, the Union may, on giving seven (7) calendar days notice in writing to the Employer of its intention to withdraw or refer the dispute to arbitration.

#### **9.06 Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### **9.07 Policy Grievance**

Any difference arising directly between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of this agreement may be submitted by either party to the other in writing at Step 2 of the Grievance Procedure within fifteen (15) days of the occurrence.

#### **9.08 Replies in Writing**

Replies to grievances shall be in writing at all Steps and delivered to the President and the Chief Steward of the Local.

#### **9.09 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

#### **9.10 Failure to Act Within Time Limits**

Failure of the grievor or the Union to process a grievance to the next Step of the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

#### **9.11 Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

### **ARTICLE 10 – ARBITRATION**

#### **10.01(a) Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within seven (7) calendar days thereafter, the other party shall answer by mail.

**10.01(b)** Either party may request the application of provisions of Section 48 and 49 of the Labour Relations Act, but in so doing, must issue a notice of such request to the other party to this Agreement.

**10.01(c)** In the event the parties to this Agreement desires to proceed with a single arbitrator, the party so requesting shall notify the other in writing of the request to do so. **The appointment of a Sole Arbitrator shall be made by mutual agreement of the parties.**

#### **10.02 Failure to Appoint**

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) calendar days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

#### **10.03(a) Decisions of the Board or Sole Arbitrator**

**The decision of the Board or Sole Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Board or Sole Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board or Sole Arbitrator shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.**

#### **10.03(b) Disagreement on Decision**

**Should the parties disagree as to the meaning of the Board or Sole Arbitrator's decision, either party may apply to the Board or Sole Arbitrator to reconvene as soon as possible to clarify the decision.**

#### **10.04 Expenses of the Board**

Each party shall pay:

1. The fees and expenses of the Nominee it appoints.
2. One-half (1/2) the fees and expenses of the Arbitrator.

#### **10.05 Amending of Time Limits**

The time limits fixed in both of the Arbitration and Grievance Procedures may be extended by consent of the parties to this Agreement.

#### **10.06 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **11.01 May Omit Grievance Steps**

If an employee is to be discharged or suspended and believes that he/she has been unjustifiably discharged or suspended, he/she may have his/her grievance taken up under the Grievance Procedure, starting at Step 2, if presented in writing within ten (10) working days after the date of such discharge or suspension, and not otherwise.

- 11.02** The Employer agrees to advise employees of all external complaints regarding the performance of their duties within forty-eight (48) hours of determining the merit of the complaint. All discussions between employees and management relating to any and all complaints shall only occur in the presence of an Officer of the Union. Only signed complaints, indicating the name of the complainant, may be placed in the employee's personnel records.

#### **11.03 Discipline**

- (a) **“When the Employer deems it necessary to censure or discipline an employee for just cause, the Employer shall meet with the employee**

**within 14 calendar days of the alleged incident and the employee shall be accompanied by an Officer of the Union. A copy of the written infraction shall be forwarded to the employee and to the Secretary of the Union.”**

- (b) No written report shall be placed in the employee's personnel record until the employee has been given a copy of such reports, with a copy to the Secretary of the Union.
- (c) Any employee, upon making an appointment, shall be permitted to examine their personnel file on record with the Employer.
- (d) All infractions shall be recorded, and, after they have been in the employee's personnel file for twelve (12) months, they shall be removed if there are no further recurrences. **The removal of such documents from the personnel file shall be at the employee's request.**

#### **11.04 Failure to report to work on Time**

In the event an employee fails to report to work on time, the employer shall retain the right to replace that employee for the first part of their assigned shift scheduled that day leading up to the first scheduled break. The employee will complete the second part of their assigned shift.

### **ARTICLE 12 – SENIORITY**

#### **12.01 Seniority Defined**

Seniority is defined as the length of service with the Employer for members of the bargaining unit and shall be used in determining preferences or priority for promotions, transfers, demotions, lay-offs, and recalls. Seniority shall operate on a bargaining-unit-wide basis.

#### **12.02 Seniority Lists**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards and brought up-to-date every January and July of each year. Part-time employees shall be listed separately by seniority which shall have effect according to date of hire.

#### **12.03 Probationary Employees**

Newly hired employees shall be considered on probation for the first ninety (90) calendar days of employment. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure.

During the probationary period, newly-hired employees will not participate in benefits. Upon successful completion of the probationary period full-time employees will participate in all benefit provisions of this Collective Agreement including leave provisions. Employees successfully completing their probationary period shall be credited with the sick leave credits as per Article 20 of this agreement for the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### **12.04 Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

#### **12.05 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of his/her leaving the Unit, but will not accumulate any seniority. When the employee returns to the Bargaining Unit he/she shall return to his/her previous position.

**NOTE:** It is understood that such a transfer will be for a period of up to one (1) year and may be extended by mutual agreement of the parties.

### **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

#### **13.01 Job Postings**

When a vacancy occurs or a new position is created, inside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the offices, shops and on all bulletin boards for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application therefore.

#### **13.02 Information on Postings**

Such notice shall contain the following information:

“Nature of Position – Shift – Wage or Salary Rate or Range”

#### **13.03 Method of Making Appointments**

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, and having skill and ability. Appointments from within the bargaining unit shall be made within twenty-one (21) calendar days of posting closing date.



#### **13.04 Trial Period**

The successful applicant shall be placed on trial for a period of sixty (60) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) calendar days. If the successful applicant wishes to return to his/her former position, the employee will do so within thirty (30) calendar days in the new position and the Employer may have the applicant return to his/her previous position after thirty (30) calendar days in the new position. In the event the successful applicant proves unsatisfactory, in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

#### **13.05 Promotions Requiring Higher Qualifications**

In cases of promotion requiring higher qualification or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is in the process of acquiring the required qualifications, prior to filling of the posted vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

#### **13.06 Union Notification**

The Employer shall advise the Union of all hirings, lay-offs, transfers, recalls, promotions, demotions and termination of employment.

### **ARTICLE 14 – LAY-OFFS AND RECALLS**

#### **14.01 Lay-off and Recall Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. **It is understood that senior employees who are laid off will have the opportunity to bump less senior employees holding other classifications provided they are qualified to perform the work.** Employees shall be recalled in the order of their seniority, providing they have the ability to do the work.

#### **14.02 No New Employees**

No new employees will be hired until those laid off for less than two (2) years have been given an opportunity of re-employment.

#### **14.03 Notice of Lay-Off**

The Employer shall notify the probationary employees who are to be laid off seven (7) calendar days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after notice of lay-off, he/she shall be paid in lieu of work for that part of the five (5) days during which work was not made available.

#### **14.04 Grievances on Lay-Offs**

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

### **ARTICLE 15 – HOURS OF WORK**

#### **15.01 Normal Hours of Work**

- (a) Regular full-time employees whose probation has been completed shall have a regular work week of forty (40) hours, being scheduled for not more than 5 days a week.
- (b) Part-time employees may be used as fillers to complete shifts or cover off for employees on sick leave, or leave of absence, etc., but their employment shall not reduce the regular hours of work of any regular full-time employee. Part-time employees shall be listed separately by seniority which shall have effect according to date of hire. Part-time work will be assigned on a seniority basis to part-time employees.
- (c) Part-time employees shall only be eligible for vacation pay and statutory holiday pay in accordance with the Collective Agreement
- (d) The Employer agrees that when the need for split shifts arise, each piece of said work shall be at least three (3) hours in duration. A split shift is defined as any work, which is separated by a break of more than two (2) hours but not more than five (5) hours.

#### **15.02 Working Schedule**

- (a) The daily schedule indicating the hours of work of each employee being listed by name, full-time and part-time, shall be posted in an appropriate place visible to all employees.
- (b) Full-time drivers will be assigned to cover the scheduled crews on a rotating basis. The schedule of crew assignment by name shall be posted in an appropriate place, visible to all employees at least twenty-one (21) calendar days in advance.

- (c) **Dispatchers will inform the employee of all available shifts to choose from at the time of the offer.**

**15.03 Minimum Hours**

An employee reporting for work on his/her regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

- 15.04** The Employer shall have the rights to assign other work to employees when operations are interrupted for reasons beyond their control. The employee shall have the rights to refuse such work, however, the employee shall only be paid for work performed while there.

- 15.05** An unpaid meal period of not less than one-half (1/2) hour will be provided as close as possible to the mid-point of a shift, provided a shift is not less than four (4) hours.

- 15.06** A 15-minute rest break shall be provided for all employees in each half of an eight (8) hour shift, provided the schedule will permit.

**15.07 Platform Time**

Platform time (travel time) up to a maximum of forty-five (45) minutes shall be paid at straight time rates to drivers whose routes require travel time to start and finish points, provided said periods cannot be accomplished within the regular eight (8) hour shift.

Platform time is defined as time spent by employees on a daily basis for vehicle checks, reporting and signing in and out and travelling between the Transit garage and the locations of commencement and end of his/her daily assignment.

**15.08 No Pyramiding**

There shall be no pyramiding of premium pay, overtime, holiday pay and sick leave pay.

**ARTICLE 16 – OVERTIME**

**16.01 Overtime Defined**

All time worked beyond the normal work day, the normal work week, days of rest, or on a holiday, shall be considered as overtime.

- (a) All regular hours of work and overtime as required on the bus routes will be assigned by seniority to available employees in the classification of "Bus Driver" unless no driver is available at which time a qualified person from within the bargaining unit may be called. For clarification purpose, Bus Driver classification shall include Handy Transit Driver.

- (b) An employee working overtime may have the choice of receiving overtime pay or equivalent time off at a later date, such date to be subject to the Corporation being able to maintain efficiency of the operation. Employee(s) shall be allowed to accumulate a maximum of forty (40) hours in any one calendar year. Employee(s) accumulating time off for the future must make it be known to the Employer immediately on accepting to work overtime.

Accumulation shall be from December 1<sup>st</sup> to November 30<sup>th</sup> of any year. Compensating time off may be taken from January 1<sup>st</sup> to December 31<sup>st</sup>. Lieu time accumulated, which is not utilized by December 1<sup>st</sup> of any year, shall be paid out prior to the end of the calendar year.

#### **16.02 Overtime Rates**

Overtime rates shall apply for work as follows:

1. On a regular work day after eight (8) hours: time and one-half (1 ½) his/her rate of pay from Monday to Saturday inclusive.

2. **On a Sunday**

Two (2) times his/her rate of pay.

3. **On a Paid Holiday**

(As referred to in Clause 18.01)

Two (2) times his/her rate of pay plus his/her regular day's pay.

If a schedule of work is instituted whereas the employees must work on Sunday, they shall receive a premium of one dollar and fifty cents (\$1.50) per hour over and above their regular rate of pay per hour. All employees shall be assigned to work on a Sunday on a rotating basis. Employees who have worked their forty (40) hours shall receive overtime premium, however, will not receive the one dollar and fifty cents (\$1.50) premium over and above his/her hourly rate.

#### **16.03 No Lay-Off to Compensate for Overtime**

Employees shall not be required to lay-off during regular hours to avoid payment of any overtime worked.

#### **16.04 Minimum of Overtime**

Overtime work shall be on a voluntary basis, except when transportation becomes an emergency. The Employer will endeavour to keep overtime to a minimum.

#### **16.05 Overtime During Lay-Offs**

There shall be no overtime worked in any operation while there are employees on lay-off, able and willing to perform the available work.

#### **16.06 Minimum Call-Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

#### **16.07 Delay Time**

All employees shall be paid overtime for any extra time caused by being late for any reason of failure of completion of duties on time. e.g.: Breakdown of vehicle on last trip to complete the duties pertaining to operators and garage crews.

### **ARTICLE 17 – SHIFT WORK**

#### **17.01 Notice of Change of Shift**

Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period. This will not apply to part-time filler drivers who are not scheduled to work on a regular basis replacing as in Clause 15.01(b).

### **ARTICLE 18 – HOLIDAYS**

#### **18.01 List of Holidays**

All employees shall receive one day's pay for the following holidays:

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

Only full-time employee shall be entitled to three (3) floater holidays. For new full-time employees, floaters will be pro-rated in accordance with the number of months worked in the year. When any floater holiday is requested, it shall be mutually agreed upon between the Employer and the Employee. At any time during the calendar year where more than One (1) Employee from the same section requests a floater holiday(s) for the same date, the Employee with the most seniority shall receive the day(s) off with pay. Floater holidays must be taken within each calendar year or paid on the first pay of December in each year.

And any other day proclaimed as a holiday by the Federal, Provincial or the Municipal Government.

Any hours worked after 9:00 p.m. on December 24<sup>th</sup> and December 31<sup>st</sup>, shall be paid at applicable overtime rates.

#### **18.02 Holidays Falling on Weekend**

When any of the above noted holidays fall on a Saturday or a Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday or previous Friday, shall be deemed to be holidays for the purpose of this Agreement.

#### **18.03 Holidays on Days Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

The employee shall have the choice of receiving the extra day's pay, or another day off with pay mutually agreed upon between the Employer and the employee. The employee must indicate prior to the holiday to the Employer their choice of the above. Accumulated days must be taken by December 1<sup>st</sup> in each year.

#### **18.04 Christmas or New Year's Off**

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

**18.05** All holidays as set out in Clause 18.01 shall be for purpose of computing weekly overtime as hours worked. When a work week becomes a 32 or a 24-hour work week due to a Statutory Holiday(s), all overtime worked on a regular work day after 8 hours will be paid at double time; all overtime worked on the employee's scheduled day off will be paid at time and one half; all hours worked on a Statutory Holiday will be paid at 2 times his/her rate of pay; and all overtime worked on a Sunday will be paid as per Article 16.02.

### **ARTICLE 19 – VACATION**

#### **19.01(a) Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service as follows:

- |                        |   |
|------------------------|---|
| Less than one year     | ▪ According to the Employment Standards Act |
| One year or more       | ▪ Two (2) weeks                             |
| Four (4) years or more | ▪ Three (3) weeks                           |

Seven (7) years or more	▪ Four (4) weeks
Eleven (11) years or more	▪ Five (5) weeks
Twenty-Three (23) years or more	▪ Six (6) weeks
Thirty (30) years or more	▪ Seven (7) weeks

Annual vacation shall be paid on the basis of 40 hours per week at the employee's regular rate of pay. Vacation credits do not accumulate during any month in which any employee is absent from work for the entire month for any reason, other than vacation, maternity/adoption leave, worker's compensation or leave of absence with pay, which is not to include sick leave.

#### **19.01(b) Vacations – Part-Timers**

Vacation pay for the first four (4) years of service remains at four (4) percent.

After four (4) years of service	▪ Six (6) percent
Seven (7) years of service	▪ Eight (8) percent
Eleven (11) years of service	▪ Ten (10) percent
Twenty-Three (23) years of service	▪ Twelve (12) percent

One (1) year of service will be considered based on an employee's anniversary date.

#### **19.02 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time. The employee shall have the choice of receiving the extra day's pay, or another day off with pay mutually agreed upon between the Employer and the employee. The employee must indicate prior to their holidays to the Employer their choice of the above. Accumulated days must be taken by December 1<sup>st</sup> in each year.

#### **19.03 Vacation Pay on Termination**

An employee terminating his/her employment at any time in his vacation year before he/she has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

#### **19.04 Vacation Schedules**

In order that the Employer may schedule annual vacations, the Employer shall post a Vacation Request Form upon which each employee shall indicate dates upon which they prefer to take their earned vacations.

- (a) This form shall be posted by January 1<sup>st</sup> of each year, or the closest working day thereto, and shall remain posted until March 1<sup>st</sup>.
- (b) Vacation shall be awarded on a seniority basis. Where a number of employees seek the same dates, seniority shall apply. Employees will be called in to select alternate dates where original dates conflict under the general seniority conditions.
- (c) Employees wishing to take vacation between January 1<sup>st</sup> and March 1<sup>st</sup> shall advise the Employer of the dates requested in writing **a minimum of 14 calendar days in advance of the time off request**. Vacation will be approved provided they do not create overtime.
- (d) When an employee fails to fill in the posted form, he/she shall advise the Employer in writing of the dates requested. Approval will be subject to the foregoing conditions.
- (e) Vacations may commence immediately following an employee's regularly scheduled days off.
- (f) The Employer shall post on the bulletin board, the vacation schedule by May 1<sup>st</sup> of every year. The said schedule will remain posted on the board until the end of the calendar year.

#### **19.05 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. An unbroken vacation period is a block of five (5) days with the accompanying two (2) days off in each week. Notwithstanding Article 19:04 (b), vacation requests of one (1) week blocks shall take precedence over vacation requests of one (1) day increments.

Bus Drivers, Handy-Transit Drivers, Dispatchers and Service Persons requesting vacation for prime time (June, July and August) shall submit vacation requests in one week blocks. It is agreed that four (4) employees per week shall be granted vacation leave during prime time, subject to operational requirements.

The complement of four (4) employees as prescribed above will not include the mechanics.

The classification of Mechanic, Mechanic Helper and Auto Body Repairer will be exempt from the requirement of having to take vacation blocks of one (1) week during prime time (June, July, August).

#### **19.06 Leave of Absence During Vacation**

Where an employee qualified for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation



credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employer's option.

## **ARTICLE 20 – SICK LEAVE PROVISIONS**

### **20.01 Definitions**

"Sick leave" means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease and quarantined therefore, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board Act.

"Sick Leave Absence" means absence from regular attendance due to member's sickness or other physical incapacity.

"Regular Attendance" means for any month the attendance of a member at the member's duties on the days and during the hours for which the member's attendance is required during that month, according to the terms of the member's employment, subject to the provision that no credit shall be given to any member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or overtime or paid lieu time.

"Sick Leave Certificate" means a certificate from a recognized medical practitioner verifying a claim for sick leave.

### **20.02 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick credit for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.

### **20.03 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer for the purpose of termination credits. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit. A full-time employee shall be credited their sick leave accruals once they have successfully completed their probationary or trial period.

#### **20.04 Sick Leave Program**

- (a) Each full-time employee hired prior to April 1<sup>st</sup>, 1996 shall be entitled to one and one half (1.5) days per month (12 hours) of sick leave credits per calendar month.

Each full-time employee hired after April 1<sup>st</sup>, 1996 shall be entitled to one (1) day per month (8 hours) of sick leave credits per calendar month starting January 1<sup>st</sup>, 2008.

- (b) Sick leave shall be cumulative and may be drawn by the full-time employee in case of illness.
- (c) An employee calling in sick shall notify their immediate Supervisor or Designate a minimum of one (1) hour prior to the commencement of the shift.

An employee returning to work for their next scheduled shift must call the employer by 6:00 p.m. the day prior to returning to work on day shift. An employee returning to an afternoon shift shall call the employer by 10:00 a.m., notifying them that he/she will be returning to work.

- (d) No claim for sick leave shall be allowed unless at the time the claim is made the employee has sufficient sick leave credit(s) to cover the absence.
- (e) Sick leave with pay shall cease when an employee's sick leave bank is exhausted.
- (f) In the event a claim relates to an absence of three (3) or more consecutive days, the Department Head or their designate, may request that the claim be verified by a medical certificate from a duly qualified medical practitioner. The Employer shall have the right to request a medical certificate after one (1) day's absence if the Employer has reason to believe that sick leave is being abused. Medical notes requested after one (1) day's absence will be at the Employer's expense.
- (g) Absences of less than one full day shall be deducted on an hourly basis. One hour is considered to be anything over thirty (30) minutes.
- (h) No sick leave credit shall be given to an employee in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or banked overtime. For WSIB absences and maternity leave, sick leave credits will continue to accrue.
- (i) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, sick leave credits shall be utilized until they are exhausted prior to the employee receiving LTD benefits.

## **20.05 Sick Leave Program Entitlement**

- (a) Any employee having **twelve (12)** or more years of continuous service, who terminates employment, shall be paid the amount of their accumulated sick leave computed on the basis of their pay at the date of termination of employment as follows:

An amount equal to the employee's salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment. This payout does not apply to employees who have been terminated for cause.

- (b) In the event of death of an employee, the employee's sick leave credits shall be payable in cash to the employee's estate as follows provided the criteria of 20.05 (a) is met:

An amount equal to the employee's salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.

- (c) Any employee who retires and meets the following criteria (twenty-five (25) or more years of continuous service, and is at least fifty-five years of age and actively at work), shall receive payment of half ( $\frac{1}{2}$ ) of their accumulated sick leave credits **up to a maximum of one-half year's (130 days) earnings at the rate received immediately before termination of employment.**
- (d) Employees may with the approval of the employer, be allowed to utilize their accumulated sick leave credits in order to engage in personal preventive medical health and dental care or in cases of immediate family (spouse, employee's children and/or immediate parents) illness. Such permission shall not be unreasonably withheld. The request shall be made in writing stating the leave is requested under this Article and employees shall provide the employer with a minimum of three (3) days notice, except in an emergency. Leave shall be granted for periods of no less than four (4) hours and will be approved to a maximum of five (5) sick leave credits per calendar year.
- (e) All past Sick Leave Program Incentives will no longer be applicable as of January 1, 2008.

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21.01 For Union Business**

- a) Representatives of the Union shall not suffer any loss of pay, seniority, or benefits, when required to leave their employment in order to carry on negotiations with the Employer, or with respect to a grievance, and arbitration, and any other meeting with the Employer.
- b) The Employer will endeavour to provide time off without pay to employees requesting to attend union workshops **and any other union business**. Such request will not be unreasonably withheld and shall be based on the operational needs of the operation. **Such approvals shall be requested a minimum of three (3) days prior to the union business** and shall not incur additional cost to the employer.

### **21.02 Union Conventions**

Upon request of the Union, the Employer agrees to allow leave of absence, with pay and without loss of seniority, to any two (2) members for the C.U.P.E. National Convention and to two (2) members for the C.U.P.E. Ontario Division, provided the total overall leaves concerned do not exceed four (4) weeks.

### **21.03 Bereavement Leave**

Any employee shall be granted five (5) consecutive working days leave without loss of pay, seniority and benefits, for the death of a parent, spouse, common-law spouse and child, legal **dependent** and three (3) consecutive working days leave without loss of pay, seniority and benefits, for the death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grand-parents, grand-child, former guardian, or fiancé. Bereavement leave days utilized are consecutive working days and begin the first working day after the death.

#### **Mourner's Leave**

Where an employee is required to administer bereavement responsibilities for a person not listed above, one half (1/2) day leave shall be granted without loss of salary or wages. Bereavement responsibilities are defined as functions related to funeral arrangements or an employee named Executor of the Will.

### **21.04 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

### **21.05 Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations due to legislative/regulatory changes required for employment. The Employer agrees to pay for the cost associated with complying to the said legislative/regulatory changes.

### **21.06 General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

### **21.07 Pregnancy/Parental & Adoption Leaves**

#### **(a) Pregnancy/Parental & Adoption Leaves**

Pregnancy/Parental and Adoption Leave shall be in accordance with The Employment Standards Act, as amended.

#### **(b) Procedure to Apply for Pregnancy Leave**

Such leave may be initiated by the employee on presentation of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying a date on which, in their opinion, delivery will occur.

#### **(c) SEB Plan**

On confirmation by the Employment Insurance Commission of the appropriateness of the City's Supplementary Employment Benefit Plan (SEB), an employee who is on pregnancy/parental/adoption leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy/parental/adoption benefits pursuant to The Employment Insurance Act, **as amended**, shall be paid a supplemental Employment benefit. That benefit will be equivalent to the difference between eighty (80) percent of his/her regular weekly earnings and the sum of his/her weekly Employment insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week employment insurance waiting period and receipt by the City of the employee's employment insurance cheque stub as proof that he/she is in receipt of Employment insurance pregnancy/parental/adoption benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for pregnancy leave and a maximum period of fifteen (15) weeks for parental leave and adoption leave. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave, times his/her normal weekly hours. This clause is applicable to full-time employees only.

Should the employee choose to extend parental leave benefits beyond thirty-five (35) weeks, the Supplement Employment Benefit (SEB) shall be prorated according to the total number of weeks of parental leave the employee chooses to take. In this instance, the employee must advise Human Resources of the length of their intended parental leave no later than 2 weeks before it is to commence.

(d) **Employer Payment of Employee Benefits**

During the period of pregnancy/parental and adoption leaves, the Employer shall continue to pay the medical and group life insurance and other employee benefits of this agreement.

**21.08 Citizenship Leave**

Employees will be entitled to one (1) day off with pay to process their Canadian Citizenship. This leave will be the day of swearing in.

**ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Pay days shall be every second Friday, and on each pay day each employee shall be provided with an itemized statement of their wages and deductions.

**22.02 Pay During Temporary Transfers**

- (a) When an employee temporarily substitutes in, or performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job.
- (b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.
- (c) When an employee is appointed, in writing, to replace a supervisor who is not a member of the bargaining unit, the appointee shall be paid an additional amount equivalent to twenty (20) percent of the hourly rate for their classification, and he/she shall be paid said hourly rate for the entire period of their temporary appointment. In event of emergency appointment to a non-union position for which no written arrangement can be made immediately, the appointment will be made retroactive to the time it was made and the pay differential shall be effective from that original date.

### **22.03 On Call Pay**

When a regular employee has completed their shift, and is advised that he/she is "on call", that is, immediately available by direct telephone contact, he/she shall be paid straight time wages at three (3) hours per day. All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 16 – Overtime, of this Agreement.

### **22.04 Out of Town Road Trips**

- (a) The Employer shall bear total cost of all expenses when dealing with meals, hotel or motel accommodations, but it shall be the responsibility of the employee to furnish all receipts for the above so he/she may be reimbursed for expenses occurred during such trips.

- (b) **Payment of Wages on Road Trips**

Time spent travelling for work purposes outside of regular working hours shall be paid at the regular rate of pay and shall not be construed as overtime.

### **22.05 Educational Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself/herself to perform their job. Payment shall be made on successful completion of the course. An employee on course will receive regular salary and benefits.

### **22.06 Mechanical Safety Inspection Fees**

The Employer will pay all fees for Ministry of Transportation of Ontario registration required by mechanics in order that they may perform and sign completed Mechanical Safety Inspections on City vehicles. The Employer will pay all fees associated with the license renewal for the Auto Body Repairer.

## **ARTICLE 23 – NO ELIMINATION OF PRESENT CLASSIFICATIONS**

- 23.01** Existing classifications shall not be eliminated without prior agreement with the Union.

## **ARTICLE 24 – HEALTH BENEFITS**

### **24.01 Hospital and Medical Insurance**

The Employer shall pay one hundred (100) percent of the premiums of the following plans:

1. Extended Health Care Plan which does not include semi-private hospital care. However, in the event of an occupational injury or illness which requires hospitalization, the Employer shall pay 100% of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.
2. A Drug Prescription Plan which provides for payment of those drugs which require a prescription in writing by a qualified medical practitioner. The City or its Carrier will pay up to the first Ten (\$10.00) Dollars for any dispensing fee for an approved prescription, effective on the date of ratification of the Collective Agreement.

#### **24.02 Group Life Insurance to Include A.D. & D.**

The Employer shall pay one hundred (100) percent of the cost of the premiums for Group Life Insurance Plan, which shall provide for coverage in the amount of **One Hundred Thousand (\$100,000) Dollars** for full-time employees.

For employees in receipt of long term disability (LTD) benefits, life insurance coverage shall be **Ninety-Five Thousand (\$95,000) Dollars** effective on the date the employee qualifies for LTD benefits.

#### **24.03 Dental Plan**

The Employer shall arrange for a dental plan, which shall be equivalent of the Mutual Life Basic Plan with Riders I and II, for full-time employees. The Employer shall pay one hundred (100) percent of the cost of the premiums of said plan. Recall examinations will be once every twelve (12) months. For children under the age of 12 years, recall examinations will be once every nine (9) months. The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with One Thousand and Five Hundred (\$1,500) Dollars maximum per employee or eligible dependent on a lifetime basis.

#### **24.04 Long Term Disability Plan**

The Employer shall arrange for provision of a Long Term Disability insurance plan, which will provide for a payment of sixty-six and two-thirds (66 2/3) of salary, to a maximum of **Two Thousand Seven-Hundred Dollars (\$2,700)** per month, for full-time employees only, up to age 65 or when the Employee has reached an unreduced pension as defined by OMERS, subject to a waiting period of twenty-six (26) weeks after declaration of disability by the insurer. The Employer shall pay one hundred (100) percent of the premium cost of the plan. The carriers' terms and conditions shall apply.

The Corporation shall pay one hundred (100) percent of the cost of all benefits outlined in Article 24 for the first two (2) years a member is in receipt of LTD benefits.



When an employee has been on long-term disability for a period of two (2) years, the Employer will pay for drug coverage only, for as long as the Employee remains on long-term disability up to age 65.

#### **24.05 Optical Plan**

The Employer shall pay one hundred (100) percent of the cost of the premium for the optical plan which shall provide that a full-time employee and/or his/her dependents may obtain prescription eye wear and eye examinations to a maximum coverage of **Four Hundred and Fifty (\$450.00) Dollars** in any two (2) year period.

#### **24.06 Early Retirement**

The Employer agrees to provide drug plan coverage and optical plan coverage up to age 65 to those employees who retire at or after age 55 whose normal retirement age is 65 and who have completed 30 years of service with the City, provided they do not have coverage through an alternate plan.

The Employer further agrees to provide drug plan coverage and optical plan coverage up to age 65 to those employees who retire at or after age 59 whose normal retirement age is 65, provided they have completed at least twelve (12) years of service with the City and do not have coverage through an alternate plan.

### **ARTICLE 25 – HEALTH & SAFETY**

The Employer will follow the legislation under the Ontario Occupational Health and Safety Act.

### **ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES**

#### **26.01 Additional Training**

Should the introduction of new methods of operation create a need for the perfection or acquisition of new skills associated to his/her position, the employer will be responsible to provide training for those employees affected by the change.

#### **26.02 No New Employees**

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 27 – JOB SECURITY**

### **27.01 Job Security**

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-unit employees.

## **ARTICLE 28 – UNIFORM AND CLOTHING ALLOWANCE**

**28.01** The Employer shall provide uniform and clothing allowance as listed below to employees who have successfully completed their probationary period. Employees will be provided with parkas on an as needed basis.

### **(a) Bus Drivers/Dispatchers**

**Effective April 1<sup>st</sup> 2021**, Bus drivers and Dispatchers will be paid **One Hundred and Eighty (\$180.00) dollars per calendar year** for footwear that is consistent with the Uniform Policy. **The footwear allowance shall be paid on the first pay of April every year.**

Uniforms will be provided as per the Uniform Policy dated November 17, 2016. Style and material will be at the discretion of the Corporation.

### **(b) Licensed and Apprentice Mechanics and Auto Body Repairers**

**Effective April 1<sup>st</sup> 2021**, Licensed and Apprentice Mechanics and Auto Body Repairers shall be paid to a maximum of **Two hundred and Seventy-Five (\$275.00) dollars per calendar year for safety footwear**. **The footwear allowance shall be paid on the first pay of April every year.**

Clean coveralls will be provided on an as needed basis.

**The Mechanics, Apprentice Mechanics and the Auto Body Repairer will receive a tool allowance of \$75.00 per year that will be paid on the first pay of April every year.**

**(c) Service Persons**

**Effective April 1<sup>st</sup> 2021, Service Persons shall be paid to a maximum of Two hundred and Seventy-Five (\$275.00) dollars per calendar year for safety footwear. The footwear allowance shall be paid on the first pay of April every year.**

Uniforms will be provided on an as needed basis.

The Parties agree to set up a committee comprised of two (2) Union Representatives, selected by the Union, and two (2) Management Representatives to meet, review and discuss the adequacy of the Uniform Policy.

**ARTICLE 29 – GENERAL CONDITIONS**

**29.01 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**29.02** The Employer shall endeavor to provide employees with accommodations to have their meals and change their clothes.

**29.03 Retroactivity**

Persons in the employ of the Corporation as of the date of signing the Agreement shall be entitled to full retroactivity.

**ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS**

**30.01 Transportation**

Upon request, a bus transportation pass shall be provided to all Transit employees including their spouse and children to a maximum of age twenty-two (22) as well as retirees and their spouses. Only those employees and/or dependents providing a City of Timmins Photo Identification Transit Pass will be permitted to ride the bus at no cost.

## **ARTICLE 31 – GENERAL**

### **31.01 Employment Medical**

Every new employee will be subject to such medical examinations as deemed necessary by the Employer to establish the required physical fitness for the position prior to the employee being permitted to start work in that position. The results of the medical examinations shall be stated by the employer's medical professional in such a manner that the document will reveal if the employee is "fit" or "unfit" to be hired for the position stated.

All employees covered by this Agreement shall produce a medical certificate of health, duly certified by a qualified medical practitioner as required by the Ministry of Transportation for drivers licence renewal. The cost of such medical examination being borne by the Employer, unless covered through other medical plans.

The City shall pay the cost of any and all medical examinations that may be required by the Ministry of Transportation for driver's licence renewal even if these examinations occur more than once a year.

## **ARTICLE 32 – ALTERNATIVE SERVICE DELIVERY**

Alternative Service Delivery may be provided by a taxi that would be dispatched to pick up a handy-transit passenger at his/her point of origin and transport the passenger to their desired location. **Alternative Service Delivery would be utilized to ensure the efficiency and effectiveness of the operations and provide overall better customer service.** The passenger would pay the taxi driver regular bus fare. **The Alternative Service Delivery would be utilized after 6:00 pm on weekdays and after 2:00 pm on Saturday and Sunday for stand-alone clients only. It is understood that Saturday and Sunday stand-alone service prior to 2:00 pm will be performed by the on duty Dispatcher. Stand-alone pick up is defined as no more than two (2) pickups in a three (3) consecutive hour period.**

The Corporation shall ensure that such work shall not result in the loss of regular earnings, reduction in regular hours of work, demotion, reclassification, transfer, discharge or lay off of any employees.

## **ARTICLE 33 – TERM OF AGREEMENT**

### **33.01 Notice of Renewal**

This Agreement shall be binding and remain in effect from April 1, 2020 to March 31, 2025, and shall continue for one (1) year thereafter unless either party gives to the other party, notice in writing, of its desire to terminate or make amendments.

### **33.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **33.03 Notice of Change**

Either party desiring to propose changes or amendments to this Agreement, shall between the period of thirty (30) and ninety (90) calendar days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within seven (7) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

### **33.04 Agreement to Continue in Force**

Both parties shall adhere to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

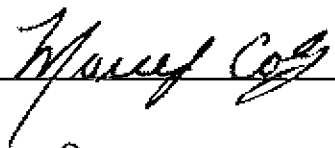
### **33.05 No Strikes or Lock-Outs**


In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slowdown, or stoppage of work, either complete or partial, unless Management violates this Agreement, and the Employer agrees that there will be no lock-outs.

SIGNED AT TIMMINS, ONTARIO, THIS 14th <sup>January 2021</sup> DAY OF DECEMBER, 2020.

THE CORPORATION OF THE  
CITY OF TIMMINS

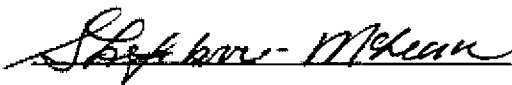


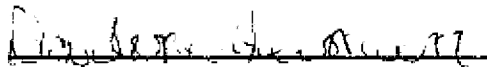




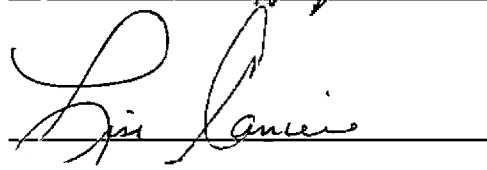


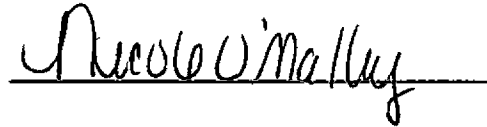
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 1544











**SCHEDULE "A"**  
**WAGE RATES - CUPE LOCAL 1544**

<b>Classification</b>	<b>1-Apr-20</b>	<b>1-Apr-21</b>	<b>1-Apr-22</b>	<b>1-Apr-23</b>	<b>1-Apr-24</b>
	<b>1.70%</b>	<b>1.60%</b>	<b>1.60%</b>	<b>1.50%</b>	<b>1.50%</b>
<b>Mechanics</b>	\$32.13	\$32.64	\$33.16	\$33.66	\$34.16
<b>Apprentice Basic (65% of licensed wage)*</b>	\$20.88	\$21.21	\$21.55	\$21.87	\$22.20
<b>Apprentice Intermediate (75% of licensed wage)*</b>	\$24.09	\$24.48	\$24.87	\$25.24	\$25.62
<b>Apprentice Advanced (85% of licensed wage)*</b>	\$27.31	\$27.75	\$28.19	\$28.61	\$29.04
<b>Mechanic Helper</b>	\$28.86	\$29.32	\$29.79	\$30.24	\$30.69
<b>Auto Body Repairer</b>	\$30.80	\$31.29	\$31.79	\$32.27	\$32.75
<b>Dispatcher</b>	\$27.40	\$27.84	\$28.29	\$28.71	\$29.14
<b>Bus Driver Handy-Transit Driver</b>	\$26.28	\$26.70	\$27.13	\$27.54	\$27.95
<b>Service Person</b>	\$26.28	\$26.70	\$27.13	\$27.54	\$27.95
<b>*Note:</b> Wage rate is based on the designated license being issued from the Province of Ontario or its designate.					
<b>Student Rate</b>	\$15.00				

## **LETTER OF UNDERSTANDING**

**BETWEEN CUPE LOCAL 1544  
(hereafter called the Union)**

**AND**

**THE CORPORATION OF THE CITY OF TIMMINS  
(hereafter called the City)**

### **RE: TEN (10) HOUR SHIFT SCHEDULE (Dispatchers)**

WHEREAS, the parties agree to introduce a ten (10) hour work schedule to be utilized by Dispatchers at Timmins Transit.

The intent of the new schedule will be to ensure maximum efficiency of the Department while maintaining a high level of service to the citizens of the City of Timmins with the minimum amount of disruption possible.

It is also the intent of this schedule to maximize work of the operations throughout the calendar week Sunday to Saturday of each week.

The parties agree as follows:

1. This Letter of Understanding will supersede any other language in the collective agreement addressing hours of work;
2. The parties agree that Full Time Dispatchers will be scheduled based on the following weekly schedule. Dispatchers will rotate from one week to the next on a three week rotation and will be ensured forty (40) hours per week.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	HRS
Dispatcher # 1	7:30am - 5:30pm	5:00am - 3:00pm	5:00am - 3:00pm	5:00am - 3:00pm	X	X	X	40
Dispatcher # 2	X	X	X	2:00pm - 12:00am	2:00pm - 12:00am	2:00pm - 12:00am	2:00pm - 12:00am	40
Dispatcher # 3	X	X	2:00pm - 12:00am	X	5:00am - 3:00pm	5:00am - 3:00pm	5:00am - 3:00pm	40
Spare Dispatcher	X	2:30pm - 10:30pm	X	X	X	X	X	8

3. It is understood that start times for the ten (10) hour schedule is subject to the requirements of the organization. In the event the City requires a change to the start time, the City will notify the effected employees at least one (1) week in advance of the required change.



4. Two rest breaks of fifteen (15) minutes each will be scheduled at the mid-point of each half shift and a lunch break (30 minutes paid), will be set at the mid-point of the scheduled shift. Employees will be required to stagger their breaks in order to provide continuous service for the public as required.

It is understood that Dispatchers working the ten (10) hour shift schedule shall take their rest break and lunch break on the job.

5. All employees working the ten (10) hour shift schedule will be paid at their regular rate of pay for all hours worked. This would include the Spare Dispatcher shift as well. Hours worked beyond the ten (10) hour shift will be paid as per the overtime provisions of Article 16 of the collective agreement.
6. It is understood that overtime pay will apply after the regular work day (10 hours) and that all other provisions of Article 16.02 will apply.
7. All provisions of the collective agreement, which provides for paid time off including vacation and sick leave shall be prorated based on the ten (10) hour shift schedule (i.e.: one vacation day as per the collective agreement will equal 1.25 days or 10 hours of vacation).

Statutory Holidays and bereavement leave will be paid based on the employee's working day for the days in question.

8. This Letter of Understanding may be cancelled by either party by giving thirty (30) days written notice. Notwithstanding this, the Letter of Understanding shall not be cancelled until such time as the parties meet to discuss any issues contained in the letter.
9. This Letter of Understanding is mutually agreed to by the Union and the Employer without prejudice or precedence.

DATED AT TIMMINS ONTARIO THIS 27 DAY OF October 2020.

CUPE LOCAL 1544

THE CORPORATION OF THE  
CITY OF TIMMINS

[Signature]  
[Signature]  
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**The Corporation of the  
City of Timmins**



**Standard Operating  
Procedure**

**OVERTIME / CALL OUT SIGN UP PROCEDURE**



**Policy No: COT-TD-001-v02**

**PURPOSE**

The purpose of this policy is to establish the availability of full time and part time employees for the purpose of performing call out or overtime work.

**DEFINITIONS**

**Overtime:** All time worked beyond the normal work day, the normal work week, days of rest, or on a holiday shall be considered overtime.

**Call Out:** is defined as work available to full time and part time employees outside of their regular scheduled work to a maximum of eight (8) hours per day, forty (40) hours per week;

**Overtime / Call Out Sign Up Sheet:** A weekly listing of all Timmins Transit drivers (by seniority). This sheet will allow Transit employees to indicate their availability for call outs or overtime work.

**SCOPE**

This policy applies to all Timmins Transit full time and part time employees, ~~conventional bus/handy transit drivers.~~

**RESPONSIBILITIES**

Managers and supervisors are responsible to ensure that all employees are aware of the overtime / call out procedure and ensure it is adhered to.

Dispatchers are responsible for utilizing the sign up sheet when overtime or call out is required.

Qualified employees are responsible to initial the sign up sheet if they are available for overtime or call out work during the time posted.

**The Corporation of the  
City of Timmins**



**Standard Operating  
Procedure**

**OVERTIME / CALL OUT SIGN UP PROCEDURE**



**Policy No: COT-TD-001-v02**

**PROCEDURE**

Dispatchers are responsible for posting the overtime / call out sign up sheet on the Friday of the week before the overtime / call out period, it will be replaced the following Friday with a new sign up sheet. The sign up sheet will be posted for one full week prior to the beginning of the overtime period in question.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					Post Overtime / Call Out Sign Up Sheet	
					Overtime / Call Out Period Starts	
				Overtime / Call Out Period Ends		

The overtime / call out sign up sheet will be posted at the transit terminal in the ~~dispatch office~~ Drivers lunchroom.

Employees must identify, by signing the overtime / call out sign up sheet, each day that they are available. Additions and or omissions to the approved overtime / call out sign up sheet will have to be approved by the Operations Supervisor only.

When overtime or call out is required, the dispatcher will first call ~~drivers~~, employees, who hold the classification, by seniority based on availability, who have signed the overtime / call out sign up sheet.

Dispatchers are required to record telephone calls made and the time the calls are made when trying to fill the overtime or call out work.

Once the telephone call is made, the ~~employee driver~~ employee will have thirty (30) minutes to respond for the overtime / call out work available. If after thirty (30) minutes the dispatcher does not have a response, they will continue down the list.

The Corporation of the  
City of Timmins



Standard Operating  
Procedure

## OVERTIME / CALL OUT SIGN UP PROCEDURE

**TT** Timmins Transit

Policy No: COT-TD-001-v02

If the dispatcher is unable to fill the overtime or call out work with those who have signed the overtime / call out sign up sheet, they will then start calling other drivers in order of seniority and qualification to fill the overtime or call out work in question.

### DOCUMENTS

Collective Agreement

### FORMS

Overtime / Call Out Sign Up Sheet

### SUMMARY INFORMATION

Standard Operating  
Procedure Name:

Overtime / Call Out Sign Up Procedure

Issue Date:

September 4, 2008

Revision Date:

November 17<sup>th</sup>, 2016

Next Review Date:

Approved by:

Handwritten signature of C. Vireault.

Manager of Timmins Transit

Approval Date:

Handwritten date: Nov. 17, 2016.