

THIS AGREEMENT

dated the 1<sup>st</sup> day of July, 2021

Between:



THE CORPORATION OF THE CITY OF GUELPH  
hereinafter called the "Corporation"

- and -



THE AMALGAMATED TRANSIT UNION  
LOCAL 1189  
hereinafter called the "Union"

Effective July 1, 2021 to June 30, 2024

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## **ARTICLE 1.00      GENERAL**

1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious collective bargaining relations, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.

This Agreement shall provide a procedure for the prompt and equitable disposition of grievances; to assist and promote the proper and efficient operation of the Employer's business in servicing the public interest.

The Corporation shall at all times, exercise its rights, in a fair and reasonable manner, consistent with the general purpose, intent and subject to the terms of this Agreement.

1.02 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa as the context may require.

1.03 a) Amendments to the Agreement shall be in the form of a Letter of Understanding and shall be signed by the President or their designate and one other Executive Officer of the Union and the General Manager of Transit Services or their designate(s) and/or Manager of Fleet Services or their designate(s) and the Senior Advisor, Employee Relations or their designate(s).

b) Such letters that are duly signed shall be included in and form part of the Agreement as of the date of the letter.

c) All Letters of Understanding, that amend the current Collective Bargaining Agreement, shall be approved by the members of ATU Local 1189.

d) Transit Management shall post all Letters of Understanding, specific to policies, on the Communications Board within five (5) working days of being signed.

1.04 There shall be no strikes or lockouts during the life of this Agreement. The words strike or lockout shall be interpreted in accordance with the definitions set out in *The Labour Relations Act*.

1.05 a) All employees covered by this Agreement shall not be required to perform the work of legally striking or locked out employees.

b) Failure of an employee to perform the work of a legally striking or locked out employee or to cross a picket line shall not be grounds for disciplinary action.

c) Employees who do not report for their assigned piece of work shall not be eligible for pay.

1.06 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out herein and with respect to Union Dues check off. New employees shall be advised of and introduced to their Union Representatives who shall provide the employees with a copy of the Collective Agreement and related Union materials.

A member of the Union Executive shall be given an opportunity to **meet** all new employees within their regular working hours without loss of pay for **up to** forty-five (45) minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with the terms and conditions of the Collective Agreement. One forty-five (45) minute time allotment shall be made available to new trainees providing the class



size does not exceed five (5) participants. These **meetings** shall be scheduled by Management.

1.07 No full-time employee covered by this Agreement shall lose their employment with the Corporation or have their regularly scheduled work week reduced below forty (40) hours, as a result of the Employer contracting out work normally performed by the members of the bargaining unit. This applies to all Union employees with a minimum of two (2) years employment with The City of Guelph, except Mobility Extraboard Operators.

1.08 The Corporation shall provide bulletin boards at all designated rest facilities, in mutually agreed locations, for the exclusive use by the Union. Such notice must be signed by the Union President or designate.

This board shall be secured with glass and lock and keys provided to the Union President and the General Manager of Transit.

1.09 It is the responsibility of the employee to provide up-to-date and accurate address, phone number and contact information to Management, and a copy to be given to the Union. If the employee cannot be reached at the address and/or telephone number provided, Management shall not be held responsible for any lack of notification.

## **ARTICLE 2.00      UNION RIGHTS**

2.01 a) The Corporation recognizes the Amalgamated Transit Union, Local 1189, as the exclusive bargaining agent of all employees of the City of Guelph, Transit Services.

b) Where this agreement states, it is understood all notifications to the Union shall include the President, Vice President and Recording Secretary.

c) The Union has the right, to be afforded a mutually agreed amount of time to investigate, inquire and request relevant information, in order to work to resolve all outstanding disputes and work-related matters. The Employer shall make every effort to work cooperatively and provide relevant information.

2.02 Supervisors, Management or anyone who is not a member of the Union shall not perform work that normally falls within the scope of the Union, except in emergency situations. Every reasonable effort shall be made to fill the work with a Union member before using a Supervisor. The President (or alternate) shall be notified at the time any work is filled by a non-union member. An emergency situation shall be defined as follows:

a) When a vehicle is in revenue service and a member of the Union is not immediately available, a Supervisor shall drive for a maximum of two (2) trips. If after two (2) trips, a Union member is still unavailable, the vehicle shall be parked or shall be brought back to the garage.

b) When the Mayor of the City of Guelph declares an emergency and no member of the Bargaining Unit is immediately available, any qualified Transit, Fleet or any qualified City of Guelph employee may be requested to operate the vehicle as per the Emergency Operations Control Group (EOCG).

c) When Guelph Police Services or Guelph Fire and Emergency Medical Services ask to have a vehicle moved and no member of the Bargaining Unit is immediately available, any qualified Transit, Fleet or any qualified City of Guelph employee may utilize the vehicle.

- 2.03 Any member elected or appointed to an office in the Transit Union, shall be permitted to serve in such official capacity without prejudice to their service or time of promotion while employed by the Corporation. Current elected or appointed Executive Union Officials may serve out their term upon retirement from active employment with the Corporation, but will receive no compensation from the Corporation of the City of Guelph during this period.
- 2.04 The Corporation shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In representing an employee or group of employees of the Bargaining Unit, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Corporation with the names of its officers or appointed representatives. Likewise, the Corporation shall supply the Union with a list of its Transit supervisory personnel.
- 2.05 The Union shall appoint the members of all committees in which the Union takes part.
- 2.06 PROBATION
- a) All employees covered under the terms of this Agreement shall serve one (1) probationary period while employed by the City of Guelph.
  - b) Probation for all employees shall conclude after **nine hundred and twenty (920)** hours of employment.
  - c) Probation time is working time and does not include absence for any reason.

d) If termination, for just cause, occurs while an employee is on probation and is disputed, the grievance shall proceed to Step 2 of the Grievance Procedure but can advance no further.

2.07 All rights, privileges and immunities now enjoyed and all obligations of the employee shall continue, except as altered herein as mutually agreed upon.

### **ARTICLE 3.00      UNION DUES AND INFORMATION SHARING**

3.01 As a condition of employment, all new and present Transit Services or Fleet Services employees, save and except, Supervisors, persons above the rank of Supervisors, clerical assistants and administrative staff, shall be a member in good standing of the Amalgamated Transit Union, Local 1189.

3.02 a) The Corporation agrees to deduct Union Dues from the wages of each Union Member. Such deductions shall be made from each pay and remitted to the Financial Secretary of the Union on a monthly basis.

b) In the event that an employee does not receive a pay cheque in the pay period in which Union dues are deducted, the outstanding dues shall be deducted as agreed to by the Employer and the Financial Secretary Treasurer.

c) The Corporation shall submit with the dues cheque, a complete list showing the name of each employee, the employee's number, the amount deducted and the year-to-date total.

d) The Union shall notify the Corporation when an employee has been exempted from paying their initial initiation fee.

- e) The Corporation, no later than the beginning of March of each year, shall supply to the Union, a list of all Bargaining Unit employees showing their current name, employee's number, address, phone number and social insurance number. The Corporation shall record on the T-4 slip of each employee, the actual amount of Union Dues deducted during the previous year.
- f) The Union agrees to save the Employer harmless against any and all liability which may arise by reason of the check off by the Employer of Union Dues, initial fees, fines and assessments from the employees' wages in accordance with the Agreement.
- g) The Union shall advise the Employer in writing when a member or members lose seniority or are not in good standing because they have failed to pay Union Dues in accordance with Article 3.00, or other reasons.
- h) The Union shall provide thirty (30) days written notice to the Employer and the employee before any Union seniority would be lost by the employee for non-payment of Union Dues.

## **ARTICLE 4.00      MANAGEMENT RIGHTS**

4.01 The Union acknowledges that, subject to the express provisions of the Agreement, it is the exclusive function of Transit Management to:

- a) Manage the operations and workforce including the right to direct, plan and control working conditions.
- b) Schedule the working hours.
- c) Hire, classify, transfer, promote, demote, for just cause discipline, maintain order, enforce regulations and

legislation, set standards of performance, determine size of staff, dismiss or lay-off employees.

d) Introduce new and improved facilities, methods, machinery and equipment to improve the efficiency of Transit Services accompanied by the necessary training programs.

4.02 It is recognized that the Corporation has the right to make and enforce reasonable rules and regulations governing its business and operations. The Corporation shall not however, issue any rule or regulation that conflicts with or violates any provision of this Agreement.

4.03 All new rules and regulations adopted by the Corporation that may have an effect on members of the Union shall be discussed with the Union. Information shall be provided to the Union and employees shall be advised prior to implementation. These rules and regulations shall be subject to the grievance and arbitration process.

4.04 The Corporation shall at all times exercise its rights in a fair and reasonable manner, consistent with the general purpose, intent and subject to the terms of this Agreement.

4.05 a) On the fourth Wednesday of every month a meeting will be held with four (4) Union representatives. Confirmation of attendees shall be provided in writing to the Manager, Transit Operations (or designate) **and the union president**, two (2) weeks prior to the scheduled meeting date by the **parties**. Two (2) Transit Management, HR Advisor and one (1) Fleet Supervisor will attend to discuss operational issues.

b) If any issues discussed at the above meeting cannot be resolved, the issues will be forwarded to a meeting with the General Manager Transit, Senior Advisor Employee Relations, a management representative from Fleet (as

required), Union President, Vice President, and Recording Secretary. This meeting will be scheduled on a quarterly basis as needed.

## **ARTICLE 5.00 HEALTH AND SAFETY**

- 5.01 a) The Corporation complies with generally accepted industry practice and relevant legislative requirements under The Occupational Health and Safety Act. The Corporation takes all reasonable steps to acquaint its employees with their rights and duties in the workplace and applicable regulations and procedures for protecting their health and safety.
- b) If an employee believes an unsafe condition exists, they have the right to refuse unsafe work. The Employer and the employee are required to follow the instructions in The City of Guelph Health and Safety Policies and Section 43 of The Occupational Health and Safety Act, which is posted on the Health and Safety bulletin boards.
- c) When all health and safety concerns are brought to the attention of a supervisor, the supervisor shall assume responsibility to investigate.
- d) Final responsibility for the safety of the passengers and the vehicles rests with the operator. Operators shall not endanger the safety of passengers or the vehicle and are not expected to follow orders or instructions that violate the law.

## **ARTICLE 6.00 WORKPLACE HARASSMENT, DISCRIMINATION AND BULLYING**

- 6.01 a) Local 1189 of the Amalgamated Transit Union and the Corporation of the City of Guelph are committed to providing all employees a working environment free

from harassment and discrimination, which promotes respect and regard for the rights and dignity of all.

- b) This Corporate Workplace Harassment and Discrimination Policy is consistent with the spirit and the provisions of the Ontario Human Rights Code and shall be read in conjunction with any applicable collective agreement or by reason of their membership or activity in the Union, or for any reason prohibited by the Human Rights Legislation.
- c) The Union and the Corporation shall not tolerate, ignore or condone workplace harassment or discrimination. The Union and the Corporation consider harassment or discrimination to be a serious offence, which may result in disciplinary action up to and including dismissal. The Union and the Corporation recognize that discrimination, discriminatory harassment, workplace harassment or bullying, or workplace sexual harassment is unlawful and in violation of the Ontario Human Rights Code. Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- d) Employees are encouraged to follow the procedures in the Corporate Workplace Harassment and Discrimination Policy. A formal complaint under this policy does not preclude the employee's right to file a complaint under the Ontario Human Rights Code.
- e) Employee complaints of alleged harassment shall be handled with all possible confidentiality by the Union designate and the Human Resources designate. It is the intention of the parties that such complaints shall be resolved as quickly as possible. The investigation of the complaint shall commence within seven (7) Transit working days of the employee alleging harassment.



- f) The employee may file a Grievance, subject to Article 7.00, if the matter has not been resolved through the process outlined in e).
- g) The Corporation and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification or discharge.
- h) Upon the recommendation following an investigation or through a resolution of any complaint of harassment through the Grievance Procedure, if a transfer of any employee is required, the transfer shall if possible, be the employee who committed the act of harassment.
- i) The Employer will make every reasonable effort to update the parties. The Union will be notified **in writing** when the complaint is closed.

## **ARTICLE 7.00      GRIEVANCE PROCEDURE**

7.01 An employee, who has completed their probationary period, and has been disciplined, suspended or discharged, is entitled to appeal such action through the Grievance Procedure.

- a) A grievance shall define the related article(s) of the Collective Agreement, past practice, legislation, policies and procedures of the Employer, which have been violated. It is also understood that all applicable articles, violations and details of the grievance are included.
- b) The Corporation acknowledges the right of the Union President (or designate) to appoint or otherwise select the Union grievance representatives, up to a maximum of three (3) representatives.

- c) Grievance representatives (to a maximum of three) and the grievor (unless terminated) shall be paid while presenting the grievance to Management.
- d) When the term "days" is used, it shall be defined as working days. Working days are all days excluding Saturday, Sunday and Statutory Holidays.

7.02 Should any differences arise between the Employer and any of the employees from the interpretation, application, administration, or alleged violation of the provisions of this Agreement, earnest effort shall be made to settle such differences without undue delay in the following manner:

- a) It is understood that an employee and/or representative of the Union shall not grieve until they have made Transit Management aware of the issue in writing, and given them an opportunity to implement a course of action to resolve the issue within seven (7) working days.
- b) The complaint, if not resolved to the satisfaction of the employee, shall be dealt with at Step 1. Grievances shall be in writing, signed by the grievor and filed within five (5) working days for the employee involved. Grievances shall be in writing at all stages. Harassment issues shall be dealt with under 6.01.
- c) All scheduling requirements for the grievance shall be the responsibility of Transit Management, Human Resources and Transit Union Executive. The Union representative shall receive a minimum of twenty-four (24) hours notification of the grievance meeting.
- d) The parties, by mutual agreement, and confirmed by email, may extend the time periods at each step in the Grievance Procedure. Such extension shall be a reasonable request.

e) Any alleged violation of the Collective Agreement as it relates to discipline, discharge, policy and group grievances will be submitted in writing, clearly defining what article in the Collective Agreement has been allegedly violated and what occurred. The grievance process shall commence at Step 2 as per Article 7.02.

#### STEP 1

The grievance shall be presented to Transit Management. Transit Management shall meet with the grievor and one (1) Union Representative within five (5) working days of receiving the grievance and shall respond within five (5) working days following the meeting. If unable to resolve at Step 1, the Union may invoke Step 2, if acted upon within the five (5) working days from the date of receipt of the reply.

#### STEP 2

The Grievance shall be presented to the Manager, Transit Operations. A meeting shall be held within five (5) working days with the grievor and two (2) Union Representatives. A written response shall be provided to the Union President and the attending representatives within five (5) working days following the meeting. The Union may invoke Step 3 for grievances related to discipline, discharge, policy and group that are not resolved at Step 2, if acted upon within five (5) working days from the date of receipt of the reply.

#### STEP 3

The grievance shall be presented to Transit Management and/or designate. A meeting shall be held within five (5) working days with the General Manager, Transit and/or Fleet Manager and/or their designate, the grievor and 3 Union representatives. Written responses shall be

provided to the Union President and the attending representatives within five (5) working days following the meeting.

Failing to find an agreement at this stage the Union or the City may invoke the mediation or arbitration process.

## GRIEVANCE MEDIATION

Failing settlement at Step 3, the parties may request the services of a grievance mediator in attempting to resolve a Grievance prior to arbitration. The meeting shall be held with three (3) Union Representatives, the aggrieved employee and if they so desire, an International Representative. The City will be represented by the General Manager Transit or their designate, and/or the Manager of Fleet or their designate and the Senior Advisor, Employee Relations and/or their designate.

The costs of any such Grievance Mediator shall be shared equally by the parties. Failing settlement at mediation, Arbitration may be invoked if acted upon within thirty (30) working days of mediation.

- a) Within five (5) working days following the receipt of the reply in Step 3, the parties may agree to submit the matter to mediation which shall take place before the matter is referred to arbitration.
- b) Grievance Mediation shall commence as soon as possible with a mediator agreed to by the parties.
- c) The Grievance Mediation process is without prejudice to either party.
- d) The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence the Grievance Mediation within the time periods set out, or where the parties mutually agree to extend the time period for such Mediator.

- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence shall not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- f) If possible, an agreed statement of facts shall be provided to the Mediator, and if possible, in advance of mediation.
- g) The Mediator shall have the authority to meet separately with any person or persons, but shall not have the authority to compel the resolution of a grievance.
- h) If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agreed that no such opinion shall be provided.
- i) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to arbitration. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration, or any documentation relied upon by either party for the first time at Grievance Mediation shall be used against it at Arbitration.
- j) Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting. All settlements shall be "without prejudice".
- k) The Union and the Employer shall share the cost of the Mediator, if any.

- l) Failing settlement at mediation, Arbitration may be invoked if acted upon within thirty (30) working days of mediation.

#### STEP 4 – ARBITRATION

- a) It is agreed by the parties hereto, that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled in accordance with the Grievance Procedure as outlined in Article 7.00, Steps 1 through 3, and mediation, may be referred to a sole arbitrator or Arbitration Board. Should the matter be referred to the Arbitration Board, each of the parties shall bear the expense of its appointee and shall equally share the expenses of the Chairperson. The expense of the Arbitrator shall be shared equally between the parties.
- b) Both parties shall mutually agree on an Arbitrator. However, if no agreement is achieved, then the Ontario Labour Relations Board shall do the selection.
- c) The parties to this Agreement further agree that an Arbitration Board has no power to alter, modify, amend or add to the provisions of this Agreement.
- d) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter, modify or set aside penalties imposed as a result of disciplinary action and state the compensation, if any, which is deemed to be equitable.
- e) The Corporation shall pay three (3) members of the ATU Local 1189, while attending Arbitration Hearings, to a maximum of their shift value. If the hearing is a half day or less the member would be required to return to their regular duties for the balance of their shift. Additional ATU members attending as a witness would

be on a Union Leave. The maximum number of ATU members covered by this Article is five (5).

### 7.03 POLICY GRIEVANCE

A Policy Grievance is defined as a grievance alleging improper interpretation, application, administration or violation of the Collective Agreement that would not normally be grieved by an individual employee. The Union agrees that the Policy Grievance procedure shall not be used to process individual grievances. Either party may initiate a Policy Grievance at Step 2 of the Grievance Procedure.

### 7.04 COACHING

A coaching letter is used by the Corporation to identify concerns with the employee's performance and identifies the expectations required for improvement. The parties agree that coaching letters are non-disciplinary. The Corporation agrees that coaching letters do not form part of progressive discipline, will not be placed in the Human Resources Employee File and will not be used in arbitration. The Union agrees that coaching letters shall not form the basis of a grievance and that union representation, in most cases, is not required in coaching sessions between the employee and the Supervisor. The Union and Transit Management agree that in certain situations union representation may be necessary.

## **ARTICLE 8.00      DISCIPLINE**

8.01 a) Transit Management may provide operational guidance to employees prior to any documented warnings being administered.

b) When an employee is requested to meet with Transit Management for any matter which may result in documented discipline, Transit Management shall notify

the Union by e-mail regarding the time, location and Union Representative scheduled to attend, as soon as possible, but not less than sixty (60) minutes prior to the start of the meeting. The Union President or their designate shall notify Transit Management of any issues regarding the meeting, prior to the scheduled meeting. Any changes to the meeting will be mutually agreed to by the Union President or their designate and Transit Management.

- c) Transit Management shall notify the employee and the Union Representative of the meeting, and its contents, at least thirty (30) minutes prior to the meeting. The Union shall have thirty (30) additional minutes to meet with the employee before the meeting commences.
- d) Employees who wish to decline Union representation shall be supplied waiver forms by the Union and the designated Union representative shall be present at the meeting where the form is being signed. At this meeting, Article 2.04 shall apply.

8.02 a) No disciplinary document shall be placed in the employee's files without first providing a copy to the employee involved and the Union Executive. This includes any document which might be used in the assessment of any disciplinary action.

b) The employee shall acknowledge receipt of the disciplinary document by signing the file copy. By signing the file copy the employee does not necessarily agree with the contents of the document.

c) Where an employee refuses to sign, a notation as such shall be made to the copy and filed.

8.03 a) Disciplinary action shall be administered within ten (10) **calendar** days of the matter, or of the Corporation's first knowledge of the matter upon which the discipline



is based. Discipline involving suspensions from duty must state the time off and such time or times may not be altered.

b) The Union Executive and Transit Management, by mutual agreement in writing, may request an extension to the ten (10) day limit if the employee is not available during that time limit or if there is an ongoing police investigation. An extension shall not be unreasonably withheld.

8.04 Nothing herein shall prevent Transit Management from interviewing employees concerning verbal complaints. However, verbal complaints must be followed by a signed written document or electronic submission that includes their name and address, from the complainant. The following shall be adhered to regarding the investigation and handling of complaints about an incident involving an employee or employees;

a) If a complaint is to be considered for disciplinary action, it must be forwarded to Transit Management within ten (10) **calendar** days of the incident in question. If such a complaint is not received within the above time limit, the complaint shall not be considered for discipline. A photocopy shall be presented to a member of the Union Executive, prior to meeting with the employee. Names and identifying information shall not be provided to the employee by either the Union or Management.

8.05 The record of all disciplinary action and/or any adverse notation shall be purged from the employee's file **fifteen (15)** months following the date of the incident.

b) Where an employee has been absent for more than five (5) consecutive days, for reasons other than vacation or union leave, the time shall be extended by the amount of the absence.

8.06 Should it be found upon investigation in accordance with the provisions of this Collective Agreement that an employee has been unjustly suspended or discharged such an employee shall be immediately reinstated in their former position, without loss of seniority. The parties shall agree to compensation for all time lost including overtime based on the average weekly earnings in the three (3) months preceding the suspension or discharge. Other arrangements as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board, could be made.

## **ARTICLE 9.00 PLANNING/SCHEDULING/SIGNUP**

### 9.01 PLANNING

- a) Efficiency of Transit Services shall be the main focus of any run development. The Union recognizes the right of the Corporation to increase or decrease the level of service.
- b) A Planning Committee shall be established, composed of two (2) representatives of Transit Management and two (2) representatives from the Union, to review the scheduling of regular routes. The Union shall provide one (1) alternative representative to attend meetings when a regular representative is not available.
- c) The Planning Committee shall hold a meeting at a mutually agreeable time every month.
- d) Transit Services and the Union **(up to a maximum of 4)** will meet ninety (90) days prior to the start of a board period to discuss any significant changes to transit operations that affects the membership. **Confirmation of attendees will be sent to the**

**Manager of Transit Operations two (2) weeks prior to the schedule meeting date by the Union president or designate.**

e) Pre-Board Meeting: Representatives of Transit Services and the Union **(up to a maximum of 4)** shall meet at least sixty (60) days prior to the start of a board period to review the runs developed by the Planning Committee. **Confirmation of attendees will be sent to the Manager of Transit Operations two (2) weeks prior to the schedule meeting date by the Union president or designate.** At this meeting a package will be presented to the Union outlining:

Run information with start and finish times;

- Break times;
- Rotation schedule;
- Run schedule; and
- Shift value.

f) Once the package is agreed upon by Transit Management and the Union Executive, as defined above, it will be posted two (2) weeks prior to signing, for review.

## 9.02 SCHEDULING

a) All regular runs shall have a minimum of fifteen (15) minutes sign-in and fifteen (15) minutes sign-out time. The Planning Committee will analyze all runs to determine whether certain runs require additional sign-in and sign-out time. Sign-in and sign-out is paid at regular time, only on the regular scheduled working day.

- b) If the period of time between the end of one piece of work and the start of the next is sixty (60) minutes or less, the operator is paid for that interval. If the interval is greater than sixty (60) minutes, the operator is not compensated.
- c) This rule shall also apply when a piece of work is filled by an employee working unscheduled overtime, accepted on the day of the overtime.
- d) This rule shall not apply to the interval between a signed run and an overtime piece of work that has been scheduled one (1) day or more in advance.
- e) Once a run is signed, the start time and end time can only be changed with the mutual agreement of the Union President or designate, and the General Manager of Transit Services or designate. Every effort shall be made to resolve scheduling problems.
- f) No run in the base level of service shall contain a split shift. Base level of service shall be defined as all those runs that enter service at 5:30 a.m. (more or less) and remain in service until 1:00 a.m. (more or less), the following day.
- g) Base runs shall be developed on the premise that there shall be no rotating of shifts or off days. The only exception shall be certain P.M. runs mutually defined by both parties.
- h) Base runs shall be developed on the premise of eight (8) and ten (10) hour shifts, with the emphasis on ten (10) hour shifts where possible.
- i) Split Shifts will:
- Consist of a maximum of two (2) pieces of work;
  - Be scheduled Monday through Friday;

- Be developed with the guarantee of an eight (8) hour shift value;
- Be a maximum twelve (12) hour spread, including sign-in and sign-out time (Effective September 1, 2018);
- Every effort shall be made to minimize split shifts by grouping open/other work to create additional base runs; and
- Both parties agree that in the event that the number of split crews rises above 8 runs during any board period then split premiums will be paid until such time that the number of split crews falls below 8. When the number of split shifts exceeds eight (8), a premium of one (1) hour per day will be paid if both scheduled A.M. and P.M. split shifts are completed. This premium is not included in the calculation of the forty (40) hour weekly guarantee.

### 9.03 SIGN-UP

- a) All employees shall have the right to select their work in accordance with seniority. Employees who are unavailable and fail to submit a selection slip or contact the Union shall have their work signed by the Union during the sign-up. They shall be signed to a similar run, with respect to days off and hours of work from the previous board period.

The sign up for runs/shifts shall be posted three (3) times yearly as follows, unless the format is changed by a letter of understanding.

- On the first Monday of April, to take effect the first Sunday in May;
- On the first Monday of August, to take effect the Sunday of Labour Day week; and

- On the first Monday of December, to take effect the first Sunday in January.

b) The following work areas shall sign separately:

- Mobility Operators
- Mobility Dispatchers;
- Conventional Operators;
- Mechanics;
- Garage Utility;
- Maintenance Utility;
- Service Technicians;
- Parts.

c) The Board period sign-ups shall be conducted by two (2) members of the Union working ten (10) hours per day for three (3) days, and one (1) member on the fourth day, within a seven (7) day period.

All changes to this schedule shall be mutually agreed to by the Union Executive and Transit Management.

d) The following sign-up information shall be posted fifteen (15) working days prior to signing:

- Run Information with Start and Finish Times;
- Break Times;
- PM Rotation Schedule;
- Sign Up Run Schedule; and
- Shift Value.

e) When an Operator leaves the employment of Guelph Transit, the open piece of work shall go to the Spareboard until the next sign-up.

f) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

g) Operators Commencing or Returning From Long-Term Disability

- i. When an Operator is approved for Long-Term Disability or when Transit Management and the Union agree the employee will not be returning:
  - Their work shall go to the Spareboard for the balance of the sign-up.
  - A temporary position shall be created at the bottom of the Spareboard until the completion of that board period, except when the existing complement of operators, is at or over the number of signed runs
  - The Operator on Long-Term Disability shall be removed from the sign-up for subsequent sign-ups until they return to driving duties.
- ii. When an Operator returns from Long-Term Disability:
  - They shall assume their seniority on the Spareboard until the next sign-up if returning after the start of a board period.

9.04 Once a run is signed, the start time and end time can only be changed with the mutual agreement of the employee involved, the Union President or designate, and the General Manager of Transit Services or designate. Every effort shall be made to resolve scheduling problems.

9.05 MISSED REPORT TIME

The parties acknowledge the importance of reporting for work in a punctual manner. If an Operator has reason to believe they may be late reporting for their assigned duties, they must advise their Supervisor immediately.

The following procedure shall be followed for operators who report late:

- a) An Operator who misses the report time, but departs the Transit Facility or designated start point on time on their assigned run shall be provided written notification of the late. The third (3<sup>rd</sup>) late in the calendar year will result in a coaching session. Subsequent lates in the calendar year will be subject to the discipline process.
- b) An Operator misses their report time and cannot commence their assigned run, the following shall apply:
  - For the first two (2) occurrences in the calendar year the Operator shall be assigned to the Spareboard for the day, provided written notification of the late and the late time will be deducted from their pay. A coaching session will take place after the second (2<sup>nd</sup>) occurrence.
  - For the third (3<sup>rd</sup>) and subsequent occurrences the Operator shall be placed on the Spareboard for the day, provided written notification of the late and the late time will be deducted from their pay. The Operator will be subject to the discipline process.
- c) An Operator who is late more than one hundred and twenty (120) minutes will be sent home without pay, for that shift, unless exempted by Transit Management.

## **ARTICLE 10.00    EQUIPMENT**

### **10.01        EQUIPMENT COMMITTEE**

The Equipment Committee shall be comprised of two (2) Operator representatives, two (2) Management



representatives, and one (1) Mechanic. This committee shall meet bi-annually at a mutually agreeable time, to review vehicle specifications before the Corporation issues a purchase order to purchase new vehicles.

#### 10.02 CAMERAS

The employer may install cameras on its property and in vehicles for security purposes.

The employer shall not use security cameras for surveillance or discipline purposes of its employees.

The only exception shall be if a complaint is received regarding an employee who may be involved in criminal charges, the video material would be reviewed by the police, the employer and the Union.

### **ARTICLE 11.00 SLIP OPERATOR POSITIONS AND REGULATIONS MANUAL**

#### Operator Positions and Regulations

There will be two (2) ATU 1189 Slip Operator positions and one (1) ATU 1189 Slip Operator Assistant. Employees will be scheduled eight (8) consecutive hours, five (5) days per week, to perform the duties as outlined in a Slip Operator Regulations Procedure.

#### Responsibilities:

Slip Operator Regulations Procedure, shall be jointly developed by the Union and Transit Management and approved by the Transit General Manager. The Slip Operator shall perform duties related to creating and updating the Daily Slip process.

## 11.01 SPAREBOARD

There shall be a minimum of seven (7) Spareboard positions as part of the Slip process to be signed for each board period sign-up.

For detailing purposes, Operators will be assigned all known open work, and detailed by earliest finishing times (when possible) to the first Spareboard position moving down the position numbers until the work assignments are filled. Full shifts will be assigned first and then any remaining portions of open work. Any Spareboard Operators that are not pre-detailed work on the "Daily Slip" will be provided with a reporting time as a Sitting Spare for the day and will be detailed work as it becomes available. After 5:30 pm any open work may be detailed from the bottom up.

## 11.02 SLIP REGULATIONS - SPAREBOARD

1) A Slip Regulations procedure will provide detailed instructions related to assigning all (open) work to be detailed as part of the "Daily Slip".

2) Spareboard numbers shall be dictated by Article 11.00 and will consist of a combination AM, PM and Flex time assignments. AM Spareboard assignments will be detailed by finishing time when possible commencing with the first open work assignment of the day. PM Spareboard assignments will be detailed by finishing time with when possible commencing with the first open assignment commencing after 1:15pm. Flex positions will be used to fill remaining open work assignments. It is understood that the Flex positions will be utilized to fill open "Split" work assignments when possible.

3) AM and PM Spareboard positions with three (3) off days will be detailed –10hr pieces of open work first when possible.

4) Off days for all Spareboard positions shall be determined by a ratio to balance the equal daily coverage. Spareboard ratio to be determined at the time of the pre-board sign-up.

5) All "miss-detailed" work assignments will be handled as outlined in the Collective Agreement and will be allowed the value of the shift involved in the miss-detailed assignment and will be assigned as a Sitting Spare honoring the original finishing time of the work assignment involved.

6) All attempts will be made to assign approximately 80% of the Spareboard positions to the AM and PM positions. The remaining positions will be created as Flex Spareboard positions based on the needs of the business.

7) Spareboard Operators who report late are subject to Article 9.05 of the Collective Agreement.

8) All other work assignments included on the daily slip will be subject to the rules as outlined in the Slip Regulations Manual.

### 11.03 VACATION SWINGBOARD

a) The minimum number of vacation swing positions shall be three (3).

b) A separate vacation swing sign-up shall be posted detailing all the vacation work available and to be signed by seniority in conjunction with the board period sign-up.

c) Operators who sign vacation swing or whose run includes vacations swing work shall select weeks of work from the vacation sign-up for that board period.

d) When vacations are cancelled for any reason, the vacation swing Operator assigned to cover that vacation

work shall be made a Sitting Spare with a guaranteed finishing time as originally signed on the vacation swing.

- e) When a vacation change is requested, the vacation swing Operator shall continue to work the vacation week selected and the Operator requesting the vacation change shall be made a Sitting Spare with an assigned report time and detailed open work accordingly.
- f) Board period sign-ups will be balanced by bringing the required number of vacation spots to the spareboard sign-up.

## **ARTICLE 12.00 TRADING SHIFTS**

- 12.01 a) A transit employee wishing to trade one or more of their scheduled shifts shall be required to find another transit operator with whom to trade shift(s). Once it has been approved, it then becomes the employee's assigned shift and their scheduled working day.
- b) The trade request form is completed and both employees sign the form. Prior approval of Management is required before the trade can occur, but approval shall not unreasonably be withheld.
- c) Trades shall be shift for shift. Hourly calculations shall not be taken into account for trades. Payback shifts must be completed within one (1) full board period. If the trade has not been completed within that board period, Transit Management and the employees involved, shall at a mutually agreeable time, choose dates within 30 days, for individual shift payback for the trade owing.  
The settlement of the trade shall be at straight time, operators shall not be eligible for overtime for this work.

- d) The hours to be traded are regular hours and do not involve overtime.
- e) Operators who request a shift trade shall not be eligible to request overtime on that day.

## 12.02 EMPLOYMENT STANDARDS RELATING TO TRADES

The trade can only take place if both operators meet the rules imposed by Employment Standards.

It is the responsibility of both operators to understand the rules and monitor their schedule to ensure they are in compliance with Employment Standards before requesting or accepting a trade.

The work week is comprised of regular hours plus overtime hours plus traded shifts. (i.e. All hours worked in a pay period, Sunday through Saturday).

- a) The operator cannot work more than sixty-eight (68) hours in any one (1) pay period (regularly scheduled hours, overtime hours and any traded shifts).
- b) The operator must have eleven (11) hours off in a twenty-four (24) hour period, of which eight (8) hours off must be consecutive.
- c) The Operator must be off a minimum of twenty-four (24) consecutive hours in any one pay period or forty-eight (48) consecutive hours off in the following consecutive pay period.

## **ARTICLE 13.00 HOURS OF WORK**

13.01 The work week for all employees shall be deemed to start Sunday and end Saturday.

- 13.02 All full time employees shall be guaranteed forty (40) hours pay per week, providing there is no unauthorized leave in the pay week.
- 13.03 No employee shall be required to report for work more than twice daily. Employees working overtime shall be excluded from this clause.
- 13.04 No employee shall be scheduled over a maximum spread of twelve (12) hours, including sign-in and sign-out time (Effective September 1, 2018).
- 13.05 In the event an employee reports sick, they shall lose no more of the guarantee than their scheduled work.
- 13.06 a) The employee cannot work more than sixty-eight (68) hours in any one (1) pay period (regularly scheduled hours, overtime hours and any traded shifts).
- b) The employee must have eleven (11) hours off in a twenty-four (24) hour period, of which eight (8) hours off must be consecutive.
- c) The employee must be off a minimum of twenty-four (24) consecutive hours in any one (1) pay period or forty-eight (48) consecutive hours off in the following consecutive pay period.

## **ARTICLE 14.00 OVERTIME**

- 14.01 When an employee works overtime on their working day, or in excess of forty (40) hours in a week, excluding sign-in/sign-out, they shall be paid at time and one-half (1½) for all overtime hours. When the operators have approved lost time during the working day, the above condition shall still apply. When an employee works overtime on their day off they will be paid at time and

one-half (1½) for all overtime hours, including sign-in/sign-out.

- 14.02 a) Overtime shall be paid at time and one-half (1½) for all time worked in a day by an Operator on signed runs after the elapsed spread time of ten (10) hours from the time they first report for work that day, excluding sign-in and sign-out. Split-shifts are excluded from this clause.
- b) Overtime shall be paid at time and one-half (1½) for all time worked in a day by an Operator on unsigned runs after the elapsed spread time of eleven (11) hours, excluding sign-in and sign-out. Split-shifts are excluded from this clause.
- 14.03 No exchanges of overtime or overtime by proxy shall be permitted.
- 14.04 An employee shall only be allowed to work an amount of overtime that when added to their signed shift value:
- a) Total no more than thirteen (13) hours in one (1) day;
- b) Total no more than sixty-eight (68) hours in one (1) week; and
- c) Include eleven (11) hours off in a twenty-four (24) hour period, eight (8) of which must be consecutive.
- 14.05 a) When a PM Operator agrees to report early to cover for their AM running mate, they shall receive time and one half (1½) for the extra time worked and the appropriate sign-in time, for that run, at straight time.
- b) When an AM Operator agrees to stay late to cover their PM running mate, they shall receive time and one half (1½) for the extra time worked and the appropriate sign-out time, for that run, at straight time.

#### 14.06 OVERTIME ELIGIBILITY

Mobility Operators, Transit Fleet, and Maintenance Utility employees and Mobility Extraboard Operators are eligible to add their names to the Operator's overtime list provided they have a proper licence and qualifications and shall be considered for overtime only after all full-time Operators have been approached.

#### 14.07 EMERGENCY SITUATIONS

Transit Fleet and Maintenance Utility employees may be used in emergency situations provided they have a proper license and qualifications.

14.08 When employees are required to report for work and there is no work available, said employee shall be paid not less than two (2) hours at the appropriate overtime rate.

### **ARTICLE 15.00 OVERTIME DISTRIBUTION**

#### 15.01 OVERTIME DISTRIBUTION - TRANSIT

a) Operators interested in working overtime shall sign the "Overtime Request form" to declare the days they are available and indicate their choice of the following:

- AM Shift
- PM Shift
- Late Night – University Late Night Service
- Breaks
- Splits
- Utility



- b) Overtime Request Forms shall be valid to one calendar month and submitted on a month to month basis by the Operator no later than the last Wednesday of the preceding month. The form shall be signed by the Route Supervisor when submitted. If the form is not submitted on time due to sickness, vacation, absence, the form can be submitted but the Operator is placed at the bottom of the list and assumes the highest marks at the time of submitting the form.
- c) Operators who do not sign the Overtime Request Form shall not be eligible for overtime. Should the list be exhausted, overtime will be offered by seniority from the Operator's list, subject to 16.02 f).
- d) Once an Operator accepts an overtime piece of work, they cannot forfeit that overtime piece of work for any other overtime piece of work that subsequently becomes available.
- e) Employees who submitted Overtime Request Forms and for emergency reasons are not available for their selection shall advise the Supervisor in writing at least one (1) day in advance of the date the work would have been detailed.
- f) The Supervisor distributing the overtime shall sign the daily worksheet adjacent to the work they have detailed.

## 15.02 OPERATOR DRIVING OVERTIME TRACKING SYSTEM

- a) Overtime will be distributed based on the Overtime Tracking System. The Overtime Tracking System will run for a board period and will re-set at the beginning of each board period. Marks will be posted and tracked on a daily basis. The first overtime assignment of the board period shall be based on seniority

- b) One (1) mark will be given for every full one (1) hour piece worked, in any area.
- c) When an Operator who is next on the list, cannot be contacted, the next Operator on the list will be called.
- d) An Operator who signs the Overtime Request Form and passes the piece of overtime offered shall receive the marks for the piece of work of the highest value. An Operator who signs the Overtime Request Form and accepts the piece of overtime offered, and then subsequently declines the piece of overtime shall receive double marks for that piece of work.
- e) Marks will not be given to employees who cover an emergency or are attending approved Corporation business. An emergency is when a Supervisor needs an Operator to cover immediately until a replacement driver is found.
- f) Prior to the start of a board period, Operators will be provided the opportunity to sign the Do Not Call List, which is in effect for the board period.
- g) All employees have an obligation to report an error in assigned overtime in advance when they are aware of such errors.
- h) When driving overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime missed.

## **ARTICLE 16.00 OVERTIME BANK**

### **16.01 OVERTIME BANK**

- a) All employees may bank overtime to a maximum of fifty (50) hours per calendar year (non-replenishable).

Effective January 1, 2018 – eighty (80) hours per calendar year (non-replenishable).

- b) If the employee's Overtime Bank has reached a maximum of fifty (50) hours and overtime is worked, the employee shall be paid overtime rates. Effective January 1, 2018 – maximum eighty (80) hours.
- c) Time may be taken as paid time provided three (3) days' notice of the planned time off is given and is mutually agreed to between the Manager of Transit Operations and the employee, in recognition of operational requirements, and such agreement shall not be unreasonably withheld.
- d) Time taken from the bank may be withdrawn in increments of four (4) hours or more, upon approval.
- e) Time in the Overtime Bank shall be paid out annually.
- f) Depositing part shift(s) or shift premiums into the bank shall not be permitted.
- g) Mobility Extraboard Operators cannot bank overtime.

## **ARTICLE 17.00 SICK DAYS**

- 17.01 a) The Corporation shall provide each eligible employee with fifty (50) non-cumulative sick hours per calendar year. The Corporation further reserves the right to request a Doctor's note to justify the absence.
- b) Should any employee leave the employ of Transit Services for reasons other than retirement, these sick hours shall be reimbursed to the Corporation on a prorated basis.

- c) Sick hours shall be issued to new employees on a prorated basis, following successful completion of their probation, based on their date of hire.
- d) Employees are encouraged to schedule health care appointments outside their scheduled hours of work. However, where this is not possible, employees can utilize a maximum of up to twenty (20) hours per year, with adequate supervisory notification, for health care appointments without loss of pay, such time to be deducted from sick hours. A minimum of one (1) hour will be deducted for appointments and justification for the request (i.e. Appointment card) will be submitted to the Supervisor or the Health and Safety Specialist.
- e) An employee who has used all of their fifty (50) non-cumulative sick hours in the current year, shall request from Human Resources and be granted up to an additional ten (10) non-cumulative sick hours provided they have unused entitlement of those ten (10) hours from the prior year.
- f) The Corporation will pay out fifty per cent (50%) of sick time for employees with perfect attendance in any calendar year by the second pay period of the following calendar year.

## **ARTICLE 18.00 TRAINING**

18.01 All operators engaged in training new employees shall receive the additional amount of twelve (12) minutes per hour for time spent on such training providing required evaluation forms are completed by the training operator. An operator shall be

required to do assigned training, but would receive advance notice when they would be training.

18.02 While in training, employees shall be paid at straight time as per Article 20.00. Training shall not be scheduled to exceed the shift value.

18.03 All employees approved to train, shall have been a full time employee in their current position for a minimum of twelve (12) months.

## **ARTICLE 19.00 REST PERIODS**

19.01 a) All Operators on duty continuously for more than five (5) hours shall be entitled to a paid thirty (30) minute rest period.

b) This rest period will be scheduled no earlier than **two and half (2.5) hours** after the start of the shift and no later than **two and half (2.5) hours** before the end of the shift.

c) In an emergency situation (i.e. inclement weather, schedule deviations, etc.), employees shall be required to continue with their driving duties and shall be given a break at the earliest opportunity.

19.02 Transit Fleet employees shall be given five (5) minutes in which to wash up before leaving work. Two ten (10) minutes breaks shall be given to each Transit Fleet employee; one break in the first half of their shift, the other break in the second half of their shift.

19.03 a) Guelph Transit shall provide a lunch/rest room for all Transit employees in Guelph Central Station, **designated Transit hubs**, and the University of Guelph, that shall not be accessible to the public.

- b) When the Transit Terminal is operational Guelph Transit shall provide a lunch/rest room for all Transit employees. The appropriate amenities shall be agreed upon by Transit Management and the Union Executive.
- c) Guelph Transit shall arrange to have public washroom facilities made available on all Guelph Transit routes. **A list of approved on route washrooms shall be posted.**

<b>ARTICLE 20.00 WAGES</b>				
		1.50%	1.75%	1.75%
<b>CLASSIFICATION</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1-Jan	1-Jan	1-Jan	1-Jan
Garage Utility	\$28.23	\$28.65	\$29.15	\$29.67
Maintenance Utility	\$28.94	\$29.37	\$29.89	\$30.41
Operator Full Rate	\$30.91	\$31.37	\$31.92	\$32.48
Mobility Operator	\$30.91	\$31.37	\$31.92	\$32.48
Licenced Truck & Coach Tech	\$36.28	\$36.82	\$37.47	\$38.12
Lead Licenced Truck & Coach Tech	\$37.44	\$38.00	\$38.67	\$39.34
Storekeeper	\$30.12	\$30.57	\$31.11	\$31.65
Service Maintenance Technicians	\$29.54	\$29.98	\$30.51	\$31.04
Slip Operator	\$33.91	\$34.42	\$35.02	\$35.63
Slip Operator Assistant	\$32.91	\$33.40	\$33.99	\$34.58
<b>Training Rate Progression</b>				
240 hours	\$20.05		\$20.35	
800 hours	\$22.10		\$22.43	
1040 hours	\$24.10		\$24.46	

## **20.01 SHIFT PREMIUM**

The parties agree that an annual payment of **\$1,600.00** (pensionable) will be made the 2<sup>nd</sup> pay every January to active employees (excluding employees on LTD, **and unauthorized**) **Employees who are not considered active when the payment is processed will be provided a prorated amount upon return to duty.**

All overtime is not considered a premium.

All Statutory Holiday Premiums remain in effect.

**Any sick or injured employee that are within the appeal process of STD/WSIB or any government protected leave will not be considered unauthorized.**

20.02 All employees performing duties not within their own classification shall receive the minimum rate applicable to the higher classification. In cases where this would result in a drop in pay, the next higher rate of pay shall be paid.

20.03 a) It is the responsibility of the all employees to swipe into and out of the time system. Data from this system shall be used to calculate wages.

b) Failure to swipe into or out of the time system when on duty shall result in disciplinary action.

20.04 Employees with eligible earnings shall be paid by direct deposit biweekly on Thursday commencing the first pay



in 2018. If the Employer causes an error in the payroll calculation in excess of one hundred dollars (\$100.00), interim payment shall be processed immediately.

## **ARTICLE 21.00 HOLIDAYS AND FLOATERS**

### **21.01 HOLIDAYS**

- a) The following holidays shall be holidays with pay for all employees covered by this Agreement along with all additional Statutory Holidays declared by the Federal Government and the Province of Ontario. The following holidays are recognized with time off and paid for at straight time: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- b) Every employee shall be granted a single day vacation in lieu of Easter Monday. This lieu day may be taken anytime in the calendar year, and shall be paid at shift value.
- c) No holiday shall be paid in cases of absence where an employee is receiving benefits for illness, Workplace Safety Insurance Board, or pregnancy/parental leave.
- d) All employees required to work on a holiday shall be paid double time for all hours worked, plus entitlement under **21.01 a)**.
- e) It is at the Corporation's discretion to provide or not provide service on any of the holidays listed above.

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

- b) When a Statutory Holiday falls on a day when an employee is scheduled to work they will be paid shift value for that holiday and given the day off.
- c) When a Statutory Holiday falls on a day when an employee is not scheduled to work they will be given an alternate day off at shift value within three (3) months of the date of the holiday, unless the employee requests in writing prior to the holiday to be paid for the shift value at straight time.
- d) Employees shall make written application to take a Stat Lieu Day. Stat Lieu Days shall be approved, in writing, on a first come, first served basis by the employee's Supervisor.
- e) Days booked may not be cancelled with less than one (1) weeks' notice.
- f) No request shall be unreasonably denied.

### 21.03 FLOATERS

- a) All full-time employees shall receive four (4) floater holidays, that must be taken between January 1 and December 31 of the calendar year or floater days not used by December 31<sup>st</sup> shall be paid out at eight (8) hours per floater in the pay period in which December 31<sup>st</sup> falls.
- b) Employees shall make written application to take a floater day. Floaters shall be approved, in writing, on a first come, first served basis by the employee's Supervisor.
- c) Floaters booked may not be cancelled with less than one (1) week's notice.

- d) No request shall be unreasonably denied.
- e) Floaters, when taken, shall be paid shift value for that floater.
- f) When an employee commences employment in the current year, their floater days shall be earned on a percentage of total days worked in the current year, January 1 to December 31.
- g) If any employee leaves the employment of the Corporation, their floater days shall be paid on a percentage of total days worked in the current year, January 1 to December 31.

#### 21.04 STATUTORY HOLIDAY SIGN-UP

*In the event Statutory Holiday service is introduced:*

- a) The Statutory Holiday sign-up shall be posted no later than four (4) weeks prior to the Statutory Holiday.
- b) All employees shall declare, in writing, whether they wish to work, no later than three (3) weeks prior to the Statutory Holiday.
- c) The work shall be distributed according to the following order:
  - i) An employee who was scheduled to work on a day that the holiday falls and who elects to work on that day, by seniority;
  - ii) An employee who elects to work on a scheduled off day, by seniority;
  - iii) If required, employees on a scheduled workday shall be forced from the bottom of the

seniority list until all pieces of work have been filled.

- d) Once an employee elects to work, they may not reverse their decision.
- e) Three (3) weeks prior to the Statutory Holiday the work roster shall be posted.
- f) No later than two (2) weeks prior to the Statutory Holiday, employees identified on the work roster shall submit a "slip" identifying the run they wish to work on that Statutory Holiday.
- g) Employees who fail to submit a slip shall be bypassed and assigned a run after all other slips have been assigned
- h) Two (2) weeks prior to the Statutory Holiday, the work assignments shall be posted.
- i) Once an employee is assigned to work, that day shall become their working day.

## **ARTICLE 22.00 ANNUAL VACATIONS**

22.01 Annual vacation with pay based on continuous service shall be granted to full time employees covered by this Agreement **as per Appendix A – Vacation Schedule**.

It is mutually understood that there could be cases in where an employee has used vacation that they have not yet earned. That being the case, said employee shall reimburse the Corporation for vacation monies owed.

### **22.02 SINGLE DAY VACATION**

Seventeen (17) vacation slots shall be made available in the annual vacation sign-up as per Article 23.01.

- 22.03 a) Only two (2) vacation weeks may be taken during prime time. The remainder of vacation entitlement shall be taken during the balance of the year.
- b) An employee may elect to carry over one (1) week of vacation entitlement to the next vacation year, providing they advise Transit Management and the Union by October 1, before the vacation sign-up takes place. **Any full weeks in excess of the one (1) week of vacation eligible to be carried over that are not requested by May 1<sup>st</sup> will be booked by Management. Any single day vacation hours not requested by October 1<sup>st</sup> may be scheduled by management.**
- 22.04 Providing they have four (4) weeks' vacation entitlement at the time of vacation signing, and providing there is a block of four (4) weeks available on the vacation sign-up when they sign, the employee may take four (4) weeks' vacation in their eighth year or after. This shall occur only once.
- 22.05 a) A vacation pre-board meeting between the Union Executive and Transit Management shall be held no later than October 1<sup>st</sup> of each year.
- b) Vacation sign-up posting for full time operators covered by this Agreement:
- Shall be given to the Union the third Monday in October;
  - Shall be posted no later than the fourth Monday in October;
  - Shall start no later than the first Monday in November; and
  - Shall be completed in accordance with Article 22.08.

22.06 a) Vacation pay shall be paid at the entitled percentage of gross earnings or the appropriate guaranteed shift value per week entitlement, whichever is greater.

b) Upon retirement, employees shall receive their full vacation entitlement for the calendar year in which they retired, less time used.

c) The year of this calculation is defined as January 1<sup>st</sup> to December 31<sup>st</sup>.

22.07 Vacation entitlement may be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of a calendar year.

22.08 a) Prime time is defined as the ten (10) week period preceding Labour Day

b) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation at one time during "prime time":

- |                       |    |
|-----------------------|----|
| • Operator            | 20 |
| • Mobility Operators  | 1  |
| • Mobility Dispatch   | 1  |
| • Maintenance/Utility | 1  |

c) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation, other than "prime time" in the vacation year shall be:

- |                      |    |
|----------------------|----|
| • Operator           | 10 |
| • Mobility Operators | 1  |
| • Mobility Dispatch  | 2  |

1

- Maintenance/Utility

d) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation during Christmas week, shall be:

12

- Operator

1

- Mobility Operators

1

- Mobility Dispatch

1

- Maintenance/Utility

e) If the number of signed positions required to provide service decreases to one hundred (100) or less, the minimum number of employees identified in article 22.08 b) and c) would be adjusted during discussions at the vacation pre-board meeting the following year.

f) The annual vacation sign-up shall be conducted by one member of the Union working ten (10) hours per day, four (4) days over a seven (7) day period.

Any change to this schedule shall be agreed to by Transit Services.

g) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

h) Employees who are unavailable and who fail to submit a selection slip or contact the Union, shall have their vacation signed by a Union member during the vacation sign-up.

i) Once signed, vacations shall not be changed without the mutual agreement of the Union and Transit Services.

22.09 When changing job classification, an employee shall carry with them their vacation entitlement and shall sign their vacation in their appropriate seniority position in their new job classification.

22.10 When signed vacation occurs while an employee is on an Approved Leave, Short Term Disability, or Workplace Safety Insurance Board, the employee must select an available vacation week(s) immediately upon return. When no vacation week(s) are available, at their request the employee could be paid out or carry one week of vacation into the following year, provided they have not already deferred a week of vacation to that year.

In situations where the annual vacation sign-up for the following year has not yet taken place, the carried over week shall be added to their vacation quota.

In situations where the annual vacation sign-up for the following year has already taken place, the employee shall select an available vacation week.

22.11 Upon termination of an employee, their death or retirement, the employee, the estate, or the designated beneficiary shall be entitled to vacation pay pro-rated from the preceding anniversary date to the date of termination, death or retirement.

## **ARTICLE 23.00 REQUESTS FOR TIME OFF**

23.01 When an Operator requests a single day vacation, a floater day, time from their Stat Lieu Bank, time from their Overtime Bank, or approved unpaid Leave, it is



agreed that for the period September through April, a minimum of six (6) employees shall be granted time off on any day. For the May through August Board Period a minimum of eight (8) employees shall be granted time off on any day in this period.

Two (2) slots will be reserved for single day vacation sign-ups to be signed prior to the start of the board period, based on seniority. The remaining four (4) slots in the September to April period or six (6) slots in the May through August period, will be signed on a first come first served basis, after the start of the board period.

Any additional request shall be determined based on workforce requirements.

- a) Requests for time off shall be made in writing.
- b) Requests for single days, other than single day vacations, shall be made no more than twelve (12) months in advance.
- c) All requests must be approved by the employee's Supervisor.
- d) Time off shall be approved, in writing, on a first come, first served basis.
- e) A chronological list of employees requesting time off shall be kept for each day of the year. The seventh (7<sup>th</sup>) employee on the list would be approved if one of the approved six (6) employees cancels their request in the September to April period. The ninth (9<sup>th</sup>) employee on the list would be approved, if one of the approved eight (8) employees cancels their request in the May to August period.
- f) Requests booked may not be cancelled with less than one (1) week notice.

## **ARTICLE 24.00 SENIORITY AND LAY-OFFS**

### **24.01 SENIORITY**

- a) Seniority is an exclusive right and under the jurisdiction of Local 1189 of the ATU. All employees shall hold their seniority in accordance with their continuous employment with The Corporation of Guelph Transit Services.
- b) In the event there are multiple employees hired on the same date, seniority shall be based on the date and time Human Resources received the application. The Offer of Employment shall have the application date shown and a copy of The Offer of Employment shall be provided to the Union.

### **24.02 Seniority is lost if:**

- a) Voluntary termination of employment by the employee;
- b) Employee is discharged for just cause and the discharge is not reversed by the Grievance Procedure or Arbitration;
- c) Failure to report absence from work for three (3) Transit working days without reasonable cause;
- d) Employee is laid off for a period of twenty-four (24) months. While laid off, seniority shall accumulate.

### **24.03 LAY-OFFS**

- a) Should a lay-off of an employee or employees be planned, a minimum of fourteen (14) days' notice shall be given. Lay-offs shall be done according to seniority with the last employee on, first employee off and vice

versa when recalling. There shall be four (4) groupings for the layoff procedure:

- Operators, Garage Utility, Maintenance Utility and Mobility Operators;
- Mobility Dispatch;
- Licenced Truck and Coach Technicians; and
- Service Maintenance Technicians.

- b) An employee being displaced in a layoff situation shall bump the least senior position in the job grouping, providing they have the qualifications. If an employee who has bumped into the position has the required licence, the employee shall be provided all required training.
- c) No new employees within their job classification shall be hired until all those laid off have been given the opportunity of recall.
- d) No overtime shall be offered or performed until all laid off employees have been contacted. Coverage for absences shall be offered to employees on lay off.
- e) For vacancies that arise on the day of operation, coverage may be provided through overtime.
- f) If an employee accepts a temporary recall, the employee will be recalled to cover a specified period of time and once that temporary recall has been completed, they will resume the layoff if required.
- g) When temporarily recalled, the employee would be expected to report for the shift requiring coverage. However, if they are not available they will be by-passed and the next employee (on lay off) on the seniority list would be contacted.

- h) If not available on initial contact and the requirement for a full recall is in effect, a letter shall be sent by the employer to the employee via registered mail and within seven (7) working days of having received the letter, the employee must return to work. If the employee does not return to work they shall be terminated and seniority shall be lost. If an employee notifies their Manager within seven (7) working days that they are unable to return to work within the prescribed time for a legitimate reason such as sickness, accident or a death in the family, Transit Management may approve a Leave of Absence up to a specified date. The employee would be passed over and the next employee on the seniority list would be recalled. Extensions to the leave date would require approval by the appropriate Manager or designate.
- i) It is the obligation of the employee to keep Transit Services informed at all times of an address to which registered mail can be received by them.

24.04 The Corporation agrees to give the Union reasonable notice of the implementation of any technological changes or improvements, which shall result in lay-offs or termination of employees covered by this contract. If termination would occur, consideration for employment would be given to any Transit employee for any open positions in the Corporation.

## **ARTICLE 25.00    JOB POSTINGS AND PROMOTIONS**

### **25.01        VACANCIES FOR FULL-TIME EMPLOYEES**

- a) When vacancies and new classifications occur within the Bargaining Unit, the employees shall be notified by a job posting which shall state the vacancy that is

open and the requirements necessary to fill the vacancy. The job posting shall be displayed on the Transit Services and Fleet notice boards for a minimum of five (5) working days during which time any employee may apply. Management shall review and interview all qualified applicants. If an applicant is selected, they shall be notified in writing. In addition, a notice shall be posted at Transit Services stating the employee who has been selected. The unsuccessful applicants shall be notified before the vacancy is advertised outside of Transit Services. In all cases, where qualifications are equal and meet the minimum requirements of the job, the most senior employee shall be given the job.

- b) No employee hired after October 1, 2006 shall be eligible to bid to a vacant position within the Bargaining Unit until they have been employed in their current position for a minimum of eighteen (18) months.

## 25.02 TRIAL PERIOD

- a) When a member from within the Bargaining Unit is the successful applicant to a new position in the Bargaining Unit, they shall be subject to a trial period of up to three hundred and twenty (320) hours worked for Maintenance employees and Mobility Dispatchers. For Operators and Mobility Operators, the trial period will conclude three hundred and twenty (320) hours after entering revenue service.
- b) If the Corporation finds the employee unsatisfactory in the position during the trial period, they will be returned to their former position and wage rate without loss of seniority.

- c) In the event the successful applicant wishes to return to their former position within a period of up to one hundred and sixty (160) hours, they shall be returned to that position and wage rate without loss of seniority.
- d) Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority. If a new employee was hired to fill a vacancy they would be laid off, if there was no other vacancy available in the Bargaining Unit.

25.03 In accepting a transfer to another group within Transit Services, an employee shall be placed at the bottom of the seniority list for that group, but shall retain their years of seniority for vacation entitlement.

25.04 TEMPORARY TRANSFERS OUTSIDE THE BARGAINING UNIT

Employees may accept transfers to positions outside the scope of this agreement on one (1) occasion within a twenty-four (24) month period for a period of up to six (6) months. The employee that accepts the transfer outside the bargaining unit shall not be eligible for overtime during the period of the transfer.

In the event a bargaining unit Employee accepts a temporary transfer outside the bargaining unit their accumulated seniority within the bargaining unit shall be frozen for the duration of time temporarily transferred. The affected Employee shall continue to pay Union dues to ATU Local 1189 for the period of time temporarily transferred out of the unit. The affected Employee shall have the right to return to the bargaining unit at any

time during the period of temporary transfer. On return to the bargaining unit, seniority accumulation shall resume. For clarity, individuals who transferred out of the bargaining unit shall not accumulate seniority and as a result, their ranking on the seniority list shall change.

The parties agree that in the event an Employee accepts a transfer outside of the bargaining unit in excess of the maximum (6) month period the affected Employee's seniority shall be lost and automatically adjusted down to zero (0).

Notwithstanding the foregoing single occasion in a twenty-four (24) month period with respect to assignments outside the bargaining unit, in order to address the Employer's concerns with respect to flexibility, upon mutual agreement, an extension may be considered.

The temporary ATU 1189 vacancy shall, upon the employee accepting the temporary transfer, be filled.

## **ARTICLE 26.00 RESIGNATIONS**

26.01 An employee who resigns from employment with the employer shall be entitled to withdraw their resignation within two (2) working days of having submitted the resignation. For the purpose of this clause, working days does not include Saturdays, Sundays or holidays. This privilege shall only be allowed once per employee.

## **ARTICLE 27.00 ACCIDENT REPORTS**

27.01 ACCIDENTS & INCIDENTS

ACCIDENTS

Accident reports shall be completed and submitted at the end of a shift and employees shall be paid thirty (30) minutes straight time (if report is filled out after shift), provided the report is filled out properly. A copy of all reports shall be supplied to the Union Executive and the appropriate committee.

## INCIDENTS

A Customer Incident Report shall be completed and submitted at the end of a shift only at the request of a Supervisor. Employees shall be paid thirty (30) minutes straight time if the report is filled out after shift, provided the report is filled out properly. A copy of all reports shall be supplied to the Union Executive and the appropriate committee.

## **ARTICLE 28.00 EMPLOYEE TRANSPORTATION**

~~28.01 Transportation shall be supplied to employees commencing work at 5:30 a.m. and finishing work at 1:00 a.m., Monday to Saturday, within the City of Guelph. **Delete as of January 1, 2022**~~

### 28.02 TRANSIT PASSES

- a) Guelph Transit shall provide free transportation on Guelph Transit buses to employees and retired employees upon presentation of a pass containing photo identification prepared by Guelph Transit.
- b) A replacement pass shall be issued only if the damaged pass is turned into the employer.
- c) Any member of ATU, outside of Local 1189, upon presentation of their Union Card, shall be permitted to



ride free-of-charge on buses operated by Guelph Transit.

## **ARTICLE 29.00 UNIFORMS**

### 29.01 OPERATOR UNIFORMS

- a) The Union and Management shall meet in January, prior to the commencement of the ordering of uniforms.
- b) The employee must be measured by a tailor for the order to be placed. Both a male and a female tailor shall be available to take measurements. Measurements on file from previous orders are not sufficient. Uniforms must be picked up within three (3) weeks of being notified. Problems with fit must be reported to Transit Management within ten (10) days after pickup.
- c) Fittings for uniform are to start February 15<sup>th</sup> and end on March 31<sup>st</sup>. Exceptions to these dates shall only be made for persons returning from extended periods of leave/absence.
- d) A chart with established point values for each approved piece of the uniform shall be jointly agreed to by the Uniform Committee. Operators shall be assigned **85** points annually with which to obtain a uniform.  
**Clothing points shall not change from the 2021 point values.**

29.02 Employees are expected to present themselves in a clean, neatly pressed uniform and have a tidy, well-groomed personal appearance. Only uniform apparel shall be worn while on duty.

Guelph Transit shall have ATU Local 1189 embroidered on uniform issued shirts, in a mutually agreeable location.

Appropriate black or dark brown footwear that complements the uniform shall be worn. No sandals, no open toe shoes, no open heel shoes and no heels higher than one (1) inch shall be worn. Employees must wear socks above the ankle.

29.03 The choice of whether to wear a neck tie shall be at the operators' discretion. Should an operator choose not to wear a tie, only the collar button of the shirt shall be undone. Shorts and golf shirts may only be worn during the period of April 1 to October **31**.

29.04 New drivers shall be issued two (2) uniform shirts and shall wear dress trousers, so as to present a neat appearance. Once the probationary period has passed, Transit Management shall issue a new operator a full uniform package.

Full Uniform Package shall include:

Two (2) pairs of pants, four (4) shirts, two (2) ties, two (2) pair of shorts, two (2) golf shirts, two (2) sweaters, one (1) spring jacket, one (1) 3-in-1 overcoat, one (1) hat and one (1) toque.

29.05 C.S.A. APPROVED FOOTWEAR

All Fleet Maintenance employees, Maintenance Utility, and full-time/part-time Mobility Operators shall be required to wear C.S.A.-approved footwear during all working hours.

The Corporation agrees to supply an annual boot voucher of \$175.00, issued in January of each year, towards the

purchase of footwear. The voucher must be used by the end of the calendar year.

#### 29.06 PRESCRIPTION SAFETY GLASSES

The Corporation shall reimburse to any Fleet and Maintenance Utility employee who performs work where safety glasses are required, up to \$350.00 once every three (3) years towards the purchase of prescription safety glasses, upon presentation of a receipt to their Supervisor.

### **ARTICLE 30.00 DRIVER'S LICENCE**

30.01 The required driver's licences are:

Operator	BZ
Mobility Operator	BZ
Licensed Truck and Coach Technician	CZ
Garage Utility	CZ
Maintenance Utility	CZ
Service Maintenance Technicians	CZ

30.02 a) Employees shall maintain their required driver's licence classification.

b) Employees must notify their Supervisor in writing when they are aware of any changes to their driver's license (e.g., downgrades, upgrades, etc.)

c) Upon request, employees must supply their driver's license to Transit Management for periodic check of the employee's driving abstract and verification of class.

### 30.03 MEDICAL FEE TO RENEW A LICENCE

The Corporation shall reimburse the medical fee incurred to renew a license for those employees required to maintain such a license.

### 30.04 LOSS OF LICENCE

- a) An employee who has their required driver's licence suspended or is otherwise prohibited from operating a vehicle or motorised equipment, must immediately advise their supervisor. Any employee who is not in possession of their required driver's licence shall be suspended, without pay or benefits, until such time as a valid licence or documentation from the Ministry of Transportation is presented to Transit Management.
- b) An employee may apply for a Leave of Absence of up to thirty (30) months, without pay or benefits, due to the loss of their required driver's licence.
- c) Accumulation of seniority shall continue provided the employee pays their required Union Dues and assessments.
- d) When an operator is approved for a Leave of Absence:
  - i. Their work shall go to the Spareboard for the balance of the sign-up;
  - ii. An additional position shall be created at the bottom of the Spareboard until the completion of that board period;
  - iii. Article 30.04 d) ii) is not applicable when the existing complement of operators, excluding the operator on leave is at or over the number signed runs. No position shall be created at the

bottom of the Spareboard in that situation;  
and

- iv. The operator on the Leave of Absence shall be removed from the sign-up for subsequent sign-ups until they are qualified to return to driving duties.

e) When an operator returns from a Leave of Absence:

- i. They shall assume their seniority on the Spareboard until the next sign-up, if returning after the start of a board period;
- ii. The additional Spareboard position, if created shall be carried on future sign-ups until eliminated through attrition.

f) A Leave shall be granted only once as in 30.04 b).

g) An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required licence restored in order to operate a City of Guelph vehicle. Ignition interlocks shall not be installed on Corporation vehicles.

h) Benefits and accumulation of seniority are maintained while on an approved Medical Leave, provided Union Dues and assessments are paid. Medical Leave is not subject to the thirty (30) month time limit set out in 30.04 b) or the condition listed in 30.04 f).

30.05 If an employee's licence is downgraded to a CZ due to accumulation of points and they cannot continue to do their assigned run, they shall be placed on the Spareboard and would continue to drive with no guarantee of hours, providing they upgrade their licence to a BZ as soon as possible, but no later than two (2) years from the date of the downgrade.

## **ARTICLE 31.00    LEGAL COSTS**

31.01 When an employee is required by the Corporation or legal authority to secure evidence in connection with accidents, collisions, or all other matters that they may have been involved in or witnessed during their working hours, or when an employee is taken off duty by the Corporation to give evidence in legal or other matters, the said employee, providing a report is made to Management, shall be paid the same pay they would have received had they been working at their regular employment. Reimbursement of employees' pay shall be forthcoming upon presentation of an original court receipt. All monies received from the Courts, except mileage, shall be turned over to the Corporation.

31.02 An employee who is charged with an offence for all acts or omissions arising out of carrying out the employee's duties shall have all their legal costs paid by the employer, if they are found not guilty, or the charge is withdrawn. The employee's legal cost shall not be paid by the employer in cases where the employee is found guilty of the original offence or a reduced charge relating to the original offence. The employee's selection of an agent must be ratified by the employer, prior to the agent being retained.

## **ARTICLE 32.00    JURY / WITNESS LEAVE**

32.01 a) When an employee is required to serve as a juror or is summoned as a court witness or a witness at an inquest, Guelph Transit shall pay the employee their regular rate of pay for the time served during regular working hours.

- b) Guelph Transit shall pay the employee for the employee's time if they are requested by Guelph Transit to be present for preparation relating to all legal matters Guelph Transit or the City of Guelph may require them to be a part of.
- c) Court documentation shall be required to verify attendance. All court compensation shall be assigned to the Corporation.

### **ARTICLE 33.00    UNION LEAVE**

33.01 The Corporation agrees to pay the attending Union Executive for Union-Management meetings. Effort shall be made to schedule meetings on their off time. A minimum of twenty-four (24) hours notification shall be given for such meetings.

33.02 a) Upon five (5) days written notice, except in cases of emergency, Leave of Absence without pay or loss of service credits and seniority shall be granted for employees or Union Officials to attend union affairs. The Employer shall continue to pay all wages, benefits and credits to such Employees and the Union shall reimburse the Employer for all wages. No more than five (5) persons shall be absent at any one time.

b) Upon written application to the General Manager of Transit Services or their designate, thirty (30) Transit working days in advance, employees elected to office or appointed to a committee with the Amalgamated Transit Union shall be granted an unpaid Leave of Absence, without benefits or OMERS pension benefits. The Leave shall be for the period they are so acting. Upon their retirement from said office, they shall be given their former employment and full seniority,

provided they are qualified to fill said position at the time of reinstatement.

33.03 In the event of the death of an employee or a retired employee, the Union shall name one (1) person, who shall receive time off with pay in order to attend the funeral. The paid time off shall be a maximum of one (1) day.

#### 33.04 NEGOTIATING COMMITTEE

- a) The Union Negotiating Committee shall be made up of four (4) members of ATU Local 1189 and an International Representative, who may be accompanied by technical advisors.
- b) The Corporation shall pay the ATU Local 1189 members their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid.
- c) The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur.
- d) No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.

### **ARTICLE 34.00 BEREAVEMENT LEAVE**

34.01 In the case of death in the immediate family of an employee, the Corporation shall grant a Leave of Absence without loss of pay or seniority to an employee on the following basis:



- a) Up to five (5) consecutive working days at the time of the funeral: spouse, common-law spouse, child, step-child, legal dependant child, father, mother, step-parent.
- b) Up to three (3) consecutive working days at the time of the funeral; brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's parents, grandchild.
- c) Up to two (2) consecutive working days at the time of the funeral: grandparent, spouse's grandparent.

34.02 Bereavement leave must be requested immediately upon notification of loss. All allowable time is to be taken consecutively, but not concurrently with regular time off.

34.03 If the employee requires more time, a Leave of Absence will be granted without pay or loss of seniority.

34.04 The employee shall not be entitled to the benefits of Article 34.00 when the employee fails, upon request, to furnish Transit Management with reasonable proof of death of the family member concerned.

## **ARTICLE 35.00 LEAVES**

35.01 When an employee is sick, or on any leave, they must call the sick line to advise of their ability to return to work by 3:30 p.m. of the day prior to the a.m. shift and by 9:00 a.m. of the day of the p.m. shift.

### **35.02 PERSONAL LEAVE**

Any employee requiring a Leave of Absence of up to six (6) months for personal reasons, without pay or without benefits, shall request so in writing to the employee's

Supervisor. The personal Leave shall be granted to an employee provided such leave is for good and sufficient reason and provided permission is received from the employee's Supervisor. Such request for a Leave of Absence shall not be unreasonably denied. Any form of alternate employment shall not be a reason for a personal Leave. If, in cases of emergency, the request is made on a weekend, holiday or at night, then permission shall be determined by the employee's Supervisor not later than the first working day following the request.

Employees must use their unscheduled vacation entitlement, floater days, Stat Lieu Bank and Overtime Bank before an unpaid Leave can commence. Any scheduled vacation within the requested Leave period shall be used.

## **ARTICLE 36.00 PREGNANCY / PARENTAL / ADOPTION LEAVE**

36.01 An employee shall be granted unpaid Pregnancy Leave, upon written request two (2) weeks prior to the Leave beginning and certification of a Medical Practitioner. The Leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the Certification. Total length of Pregnancy Leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such Leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

An employee returning from Pregnancy Leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay not less than that

which the employee was receiving at the time of the beginning of the Leave of Absence.

The employee shall continue to accumulate seniority and service benefits during said Pregnancy Leave. The Employer shall pay the premium for all applicable benefits (does not include OMERS) for the seventeen (17) week Pregnancy Leave. Upon return from pregnancy leave the employee is given the opportunity to purchase their OMERS service, for the leave period and the employer will match their purchase.

36.02 An employee shall be granted unpaid Parental Leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

- a) The birth of the employee's child; or
- b) The coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The Parental Leave of an employee who takes pregnancy leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental Leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the employer with at least two (2) weeks written notice of the date the Leave is to begin. Employees shall continue to accumulate seniority and service benefits during the Parental Leave. The

Employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the thirty-five (35) week Parental Leave.

An employee who is prevented from returning to work by reason of personal illness at the end of the thirty-five (35) week Parental Leave of Absence shall then be considered to be on Leave of Absence due to illness. Said illness must be justified through presentation to the Corporation of a medical certificate stating reason for illness and expected return to work date.

Upon return from parental leave the employee is given the opportunity to purchase their OMERS service, for the leave period and the employer will match their purchase.

36.03 An employee shall continue to accumulate vacation entitlement while on Pregnancy, Parental and Adoption Leave.

36.04 Employer's Supplemental Unemployment Benefit Plan

The following will be applicable to Maternity/Parental/Adoption leaves commencing on or after January 1, 2011 or first of the month following ratification of the contract.

A full time employee who applies for and qualifies under article 36.02, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of fifteen (15) weeks for either Pregnancy or Parental or Adoption leave for a female employee or for one period of fifteen (15) weeks for either Parental or Adoption leave for a male employee.

The SUB Plan will pay seventy five percent (75%) of the employee's base wage, less the amount paid by Employment Insurance (EI) for up to fifteen (15) weeks providing:

- a) The employee has completed twelve (12) months of continuous service on the date the leave is to commence.
- b) The employee qualifies for EI Maternity/Parental/Adoption benefits and continues to receive EI benefits for the fifteen (15) week SUB Plan period.
- c) The SUB payment to the employee will commence on the pay period after the employee provides to the Corporation a copy of their E.I. payment advice slip.
- d) The SUB plan does not cover the EI unpaid two week waiting period.
- e) The SUB payment is subject to all applicable payroll deductions.

An employee, who was in receipt of a SUB plan payment and fails to return from leave or who resigns from the employment of the Corporation within twelve (12) months from the date of their return from the leave, will be obligated to repay to the Corporation all monies paid under the SUB plan. In the event that the employee cannot return to work due to illness, the employee shall not be considered to have failed to return from the leave in keeping with the intent of article 37.02.

## **ARTICLE 37.00 MEDICAL EXAMINATIONS**

- 37.01 a) All required forms to establish entitlement for disability benefits are to be returned by the employee to the Health and Safety Specialist. The employer shall reimburse the employee for the cost of the required information. Follow up medical information shall be

required to support continuation of the claim past the original return to work date.

- b) A Functional Abilities Form (FAF) may be required to support a return to work.
- c) Medical notes or reports are required for absences of three (3) days or more.
- d) If the employee has had four (4) or more occurrences of absence in the calendar year that total ten (10) days or more, they shall be required to provide a medical note for subsequent occurrences for the remainder of the calendar year, unless exempted by Transit Management.

37.02 Where circumstances warrant and in consultation with Management and the Union, an employee may be requested to be examined by a medical practitioner chosen by the employee. The employee shall provide to the Health and Safety Specialist a medical report to the employer from that medical practitioner as to the employee's condition to maintain sick leave entitlement and the employee shall be reimbursed for the cost of the medical report.

## **ARTICLE 38.00 HEALTH AND MEDICAL BENEFITS**

38.01 The Corporation shall pay one hundred percent (100%) of the total cost of all benefit plans, excluding pension plans allowed by the Ontario Municipal Act, regardless if premiums increased or decreased, continuing to pay this cost on any retiring employees at reduced coverage, as outlined in Article 38.06.

## GROUP LIFE INSURANCE

Group Life Insurance shall be two (2) times the employee's annualized wage (current wage x two thousand and eighty (2080) hours).

## ACCIDENTAL DEATH & DISMEMBERMENT

Accidental Death & Dismemberment shall be two (2) times the employee's annualized wage (current wage x two thousand and eighty (2080) hours).

*AD&D is an amount paid additional to Group Life Insurance.*

## PRESCRIPTION DRUG PLAN

Formulary 3 with mandatory generic drugs, except where no generic drugs are available. The current maximum dispensing fee payable is \$9.00.

Effective January 1, 2018 – Sexual Health & Wellness Drugs

## SEMI PRIVATE HOSPITAL COVERAGE

Semi-Private Hospital coverage from the first (1<sup>st</sup>) day of a hospital stay.

## PHYSIOTHERAPY, MASSAGE THERAPY, REFLEXOLOGY AND CHIROPRACTOR

Effective January 1, 2018, coverage of Physiotherapy, Massage Therapy, Reflexology and Chiropractor to a combined maximum of \$2000.00 per covered individual per calendar year, no deductible.

Applies to Early Retirees as per Article 38.06.

#### ACUPUNCTURE, NATUROPATH AND HOMEOPATH

Coverage of Acupuncture, Naturopath and Homeopath to a combined maximum of \$600.00 per covered individual per calendar year.

*(This applies to the services of a health care provider registered in the profession and duly licensed.)*

#### SLEEP APNEA

Sleep apnea coverage to a maximum of \$600.00 per covered individual per calendar year.

#### ORTHOTICS

Custom molded orthotics, two (2) pairs per calendar year, up to \$375.00 per pair per covered person.

**Psychological/Mental Health Coverage: to a maximum of \$500 per calendar year. Mental Health Practitioners include Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Psychologists, Psychotherapists and Social Workers only.**

#### SPECIALIZED TESTS

The benefit plan shall pay for the full cost of the following specialized diagnostic tests required by the employee's physician (PSA, CA-125, HRT).



## PHYSICIAN'S NOTE

A physician's note is not required to utilize the services of physiotherapy/ massage /reflexology /acupuncture / naturopath /homeopath or chiropractor to the plan maximums.

## WORKPLACE SAFETY & INSURANCE BOARD

- a) The Corporation of the City of Guelph may advance through payroll deposit Workplace Safety & Insurance Board payments at the WSIB rate of eighty five percent (85%) of net earnings for up to four (4) weeks after the commencement of a claim, pending a decision on entitlement from WSIB and thereafter for the approved duration of the approved claim, providing the employee submits the required information to adjudicate the claim.
- b) When 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 one hundred percent (100%) of net earnings 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; and
  - An award is made by the WSIB for the injury.

## 38.02 DENTAL

Dental recall examinations are covered once every nine (9) months for adults and every six (6) months for dependant children. Dental coverage is paid to

an annual maximum of \$3,000.00 per eligible family member per calendar year, using the previous year's ODA.

#### ORTHODONTICS

The life time maximum is \$2,600.00 (50/50 co-insurance) per eligible family member.

#### MAJOR RESTORATIVE

The maximum major restorative is \$3,000.00 per calendar year.

### 38.03 VISION CARE

The Corporation shall pay for a Vision Care Plan for each eligible family member to a maximum of \$500.00 every two (2) years, which may be used for eye glasses or the vision care exam.

#### LASER EYE SURGERY

The total of any remaining balance in the employee's vision care coverage may be used by the employee towards the cost for laser eye surgery (once in a twenty-four (24) month period)

### 38.04 AUDIO PLAN

The Corporation shall pay the cost of the Audio Plan (Hearing Aid Plan) providing the cost of a hearing aid and dispensing fee, once every three (3) years for each person covered.

The benefit plan shall pay the cost of an Audiology test to a maximum of \$80.00 once every thirty-six (36) months.

#### 38.05 MANULIFE DELUXE TRAVEL PLAN

#### 38.06 EARLY RETIREMENT BENEFITS

The Corporation shall pay one hundred percent (100%) of the premium cost of a \$25,000.00 term life insurance policy and of the benefits outlined in Articles 38.01, 38.02, 38.03 and 38.05 for an employee voluntarily electing retirement, or an employee on disability pension subject to the following conditions:

- a) These benefits shall be extended only to employees voluntarily electing retirement or disability pension before the age of sixty-five (65) and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date.
- b) The retiring or disability employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement or disability to be eligible for this program.
- c) The above benefit coverage terminates when the employee reaches their sixty-fifth (65<sup>th</sup>) birthday.
- d) In the event of an employee's death before their sixty-fifth (65<sup>th</sup>) year, the employee's spouse shall continue to receive these benefits until their sixty-fifth (65<sup>th</sup>) birth date.
- e) This provision shall be provided to retirees or disability employees provided that they are not

receiving their benefits from another employer or through the Government or Government Agencies.

- f) The above benefit coverage shall be extended to employees who elect to take any unreduced, early retirement options offered by O.M.E.R.S.

#### 38.07 BENEFITS FOR FULL-TIME STUDENTS

All benefits continued for full-time students to age of twenty-five (25). It is the employees' responsibility to provide the Human Resources Department with proof of school enrolment for eligible children in order to be covered.

#### 38.08 BENEFITS FOR SPOUSE AND ELIGIBLE DEPENDANTS OF DECEASED EMPLOYEES

Upon the death of an active employee, the eligible covered spouse and dependant(s) who had been carried by that employee's benefit plan prior to the death, shall remain on the benefit plan until the first of the month following twelve (12) months from the death of the employee, providing they do not have eligibility to benefits under any other plan.

#### 38.09 CHANGE OF HEALTH CARE CARRIER

If the Corporation should change carriers for health and medical benefits, coverage shall be equivalent to the coverage outlined in Article 38.00

### **ARTICLE 39.00 INCOME REPLACEMENT**

#### 39.01 SHORT TERM DISABILITY

Weekly Indemnity to be based on 72% of an amount to the employees' basic weekly earnings taken to the next

higher dollar of benefit, if not already a multiple thereof. Earnings to be payable from the first (1<sup>st</sup>) day for accident and from the third (3<sup>rd</sup>) day for sickness disabilities. Maximum payment period per disability is twenty-six (26) weeks. Upon expiry of these twenty-six (26) weeks, an employee shall become eligible for additional benefits under Article 39.02 Long Term Disability.

**Should the claim be denied, the employee shall be required to repay any overpayment monies at Ten percent (10%) until the overpayment is paid in full.**

**All outstanding balances shall be recovered at the NET amount in the current year (where possible) OR at the GROSS amount in subsequent year(s).**

**An employee can authorize payroll to deduct monies owed from earned accruals except non-cumulative sick hours. If the employee leaves the employment of the City, prior to repayment of the overpayment in full, the amount shall be deducted from their final pay.**

### 39.02 LONG TERM DISABILITY

Effective January 1st, 2015, Long Term Disability to be a monthly benefit equal to 70% of the employee's gross income, for the maximum benefit period which is to age sixty-five (65) for sickness and injury, provided the employee continues to be totally disabled. In order to qualify for Long Term Disability benefits, an employee must have been totally disabled for a period of one hundred and eighty (180) days.

### 39.03 MODIFIED WORK PROGRAMS

- a) A modified work program is designed to provide an offer of suitable and available modified tasks to an injured/ill employee for a temporary period of time during their recovery, to assist in the return of the employee to their signed duties and hours of work.
- b) The employer shall focus on providing the accommodation during the employee's signed hours and signed off days of work, where possible. If the accommodation is not possible during the employee's signed hours, the modified work plan may utilize hours where there is suitable work available, in consultation with the **designated** Union representative.
- c) Upon receipt of a written consent form signed by the employee, the **designated** Union representative shall be provided relevant information needed to assist with the development of the modified work program.
- d) There shall be consultation on the design of the modified work program with the designated Union representative prior to implementing the plan.
- e) The modified work program shall be designed based on the clearly identified capabilities/limitation from the employee's health care professional. The employee shall provide the required information from their health care professional to facilitate the development of their modified work program and participate in the modified work program.
- f) Once a modified program is established for an employee, it shall not be cancelled or interrupted without consultation with the Union representative. The availability of work is not a reason to interrupt the program.

## **ARTICLE 40.00 PENSION**

- 40.01 a) For those employees enrolled in O.M.E.R.S., the normal retirement age shall be sixty-five (65) years of age. The retirement date shall be the last day of the month of your sixty-fifth (65th) birthday where the N.R.A. is 65; or the last day of the month of your sixtieth (60th) birthday for early retirement.
- b) Employees of the Corporation requesting unreduced early retirement, must have satisfied one of the following criteria:
- Age, plus qualifying service must equal ninety (90); or,
  - They must have at least thirty (30) years of qualifying service and have reached their 55th birthday.

## **ARTICLE 41.00 SALE OF BUSINESS**

- 41.01 In the event the Corporation sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to, shall become the successor employer as deemed by the Laws of Ontario. Further, the employees of Transit Services and Fleet Services shall continue to enjoy their full seniority in this new arrangement.
- 41.02 Should the City of Guelph operate a transit system within the greater Guelph/Wellington County geographical area, this service will be operated and maintained by members of ATU Local 1189.

**ARTICLE 42.00 ORDERS, RULES AND REGULATIONS**

42.01 All orders, rules and regulations, shall be dated, numbered and written in triplicate and distributed as follows; One (1) copy to Transit Management, one (1) copy to the Union and one (1) copy to be posted on the employee's order board. All rules and regulations issued prior to this date shall be revised and re-issued as above.

**ARTICLE 43.00 FLEET - EQUIPMENT/UNIFORMS**

43.01 A/C UNITS

Air conditioning units on Transit vehicles shall be tested and functional no later than May 1st each year.

HEATING UNITS

The heating units on all transit vehicles shall be tested and functional no later than October 1 each year.

43.02 WARRANTY

The employer shall notify the Union of any manufacturer's warranty on any new vehicles at the time of purchase. The length of the warranty shall not exceed the manufacturer's standard warranty for the base vehicle. Management retains the right to purchase extended component warranty on engines, transmissions and rear differentials. When vendor technicians are performing warranty repairs on transit property, a mechanic who is unfamiliar with the warranty repair shall work with the vendor trained technicians for training purposes only.



### 43.03 FLEET SERVICES UNIFORMS

For all Fleet Services employees, the Corporation shall supply and launder, during a two (2) week period, ten (10) sets of work wear. This can be any combination of coveralls or pants and long sleeve, button shirt sets. The Corporation **will provide each Fleet employee with an equivalent value in (clothing) points for the purchase of** five (5) high visibility orange t-shirts for each Fleet Maintenance employee annually.

Rubber gloves for the use of Garage Utility employees and suitable heavy leather gloves for Automotive/Truck and Coach Technicians, two (2) suitable quality raincoats, one (1) pair of safety C.S.A. approved goggles per employee, shall be provided as needed. The Corporation shall supply as required, C.S.A. approved dust masks, namely #3A8710 or equivalent, and ear muff style hearing protection.

43.04 The Corporation shall supply every Fleet Services employee with one (1) toque annually and one (1) parka, or insulated coveralls every four (4) years. Should these parkas become damaged during the performance of their duties; the Corporation will repair or replace the damaged parka.

## **ARTICLE 44.00 FLEET-HOURS OF WORK/OVERTIME DISTRIBUTION**

44.01 The hours of work for Fleet employees shall be any consecutive eight and one-half (8½) or ten and one-half (10 ½) hour period. Such time shall include a one-half (1/2) hour paid break to be taken on the property and paid at straight time, only on the regular scheduled working day.

#### 44.02 a) MECHANIC'S OVERTIME

- i) Overtime shall be assigned by seniority to Mechanics, who have requested it, and are on the overtime list;
- ii) If overtime is offered to a Mechanic and they decline, the appropriate overtime hours shall be credited to the employee. The overtime shall be offered to the next eligible Mechanic on the list. Overtime shall always be offered to the Mechanic who has the lowest number of hours on the list, provided they are available;
- iii) Tracking of offered and accepted Mechanics overtime shall be the responsibility of the Fleet Supervisor and a list shall be posted in the shop;
- iv) Tracking shall only be done on scheduled overtime consisting of full shifts of eight (8) or ten (10) hours. Unplanned overtime of up to three (3) hours may be assigned as operational requirements dictate. No tracking shall be done on those overtime hours; and
- v) When all Fleet (including Service Technicians and Stockroom) overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime missed
- vi) All employees may bank overtime to a maximum of fifty (50) hours per calendar year (non-replenishable). Time in the Overtime Bank shall be paid out annually. Effective January 1, 2018 – eighty (80) hours per calendar year (non-replenishable).

- vii) If the employee's Overtime Bank has reached a maximum fifty (50) hours and overtime is worked, the employee shall be paid overtime rates. Effective January 1, 2018 – maximum eighty (80) hours.
- viii) Time may be taken as paid time provided three (3) days' notice of the planned time off is given and is mutually agreed to between the Fleet Supervisor and the employee, in recognition of operational requirements.

#### 44.02 b) GARAGE UTILITY OVERTIME

Unfilled Garage Utility shifts shall be filled by Operators or Part-time Garage Utility.

If no Operators or Part-time Garage Utility are available, overtime shall be offered to any off-shift Garage Utility employees. If no off-shift Garage Utility take the overtime, it shall be offered to Service Maintenance Technicians, Maintenance Utility and then to Licenced Truck and Coach Technicians. If no Licenced Truck and Coach Technicians take the overtime, it shall be offered to Operators.

When Garage Utility overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime shift.

### **ARTICLE 45.00 FLEET - SIGN-UPS/VACATION**

#### 45.01 FLEET MAINTENANCE SIGN-UP

- a) There shall be three (3) distinct sign-ups;
  - Licenced Truck and Coach Technicians;
  - Service Maintenance Technicians;
  - Storekeeper; and

- Garage Utility.
- b) The sign-ups shall be prepared and a copy submitted to the Union Executive.
  - c) The sign-ups shall be posted for one (1) week before the sign-up commences.
  - d) The sign-ups shall be completed and returned to the Fleet Supervisor.
  - e) The sign-up shall be every four (4) months and coincide with the operator's sign-up.
  - f) Employees shall sign in order of seniority in the current schedule.
  - g) All work signed shall be comprised of steady shifts and off days with the understanding that the schedule will be reviewed and studied over the life of this contract, in regards to developing a rotating shift schedule, as mutually agreed to by the Manager of Fleet and the Union Executive.
- 45.02
- a) Prime time is defined as the ten (10) week period preceding Labour Day
  - b) Unless agreed to by Transit Fleet Services the number of employees in each grouping allowed to be on vacation at one time during "prime time".
    - Garage Utility 2;
    - Licenced Truck and Coach Technicians 3;
    - Storekeeper 2; and
    - Service Maintenance Technician 1.
  - c) Unless agreed to by Transit Fleet Services the number of employees in each grouping allowed to be on vacation at one time other than "prime time", including Christmas week, shall be:

- Garage Utility 2;
  - Licenced Truck and Coach Technicians 2;
  - Storekeeper 2; and
  - Service Maintenance Technician 1.
- d) The annual vacation sign-up will coincide with the Operators Annual Vacation Sign-up.
- e) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.
- f) Employees who are unavailable and who fail to submit a selection slip or contact the Union, shall have their vacation signed by a Union member during the vacation sign-up.
- g) Once signed, vacations shall not be changed without the mutual agreement of the Union and Fleet Management.

## **ARTICLE 46.00 FLEET - MECHANIC'S TOOLS/ INSURANCE/LICENCES**

### **46.01 MECHANICS**

- a) Special tools and equipment required in coach maintenance shall be supplied by the Corporation. Flashlights and/or batteries shall be furnished to all employees whose work requires such equipment. Mechanics shall receive an annual prorated tool allowance of \$900.00.

#### **Effective January 1, 2022 - \$1250.00.**

The tool allowance shall be paid in two equal amounts on March 15 and September 15. There shall be no credits or debits.

## SERVICE MAINTENANCE TECHNICIANS

The Service Maintenance Technicians shall receive an annual tool allowance in the amount of one hundred dollars (\$100.00).

**Effective January 1, 2022 - Three hundred dollars (\$300.00).**

### 46.02 MECHANIC'S TOOL BOXES AND INSURANCE

The employer shall provide a secure area for the mechanics' tool boxes and their contents. The mechanics shall lock their boxes at the end of each shift and stow them in the secured area. The employer shall provide insurance for the mechanic's box and its contents in the event of a total loss only. For insurance purposes, each mechanic shall supply to Management a complete list of tools in their box. It shall be the responsibility of the mechanic to advise Management of any additional tools purchased.

46.03 The Corporation shall pay for the renewal of mechanics' licences as per Ministry requirements

## **ARTICLE 47.00 MOBILITY SERVICES**

### 47.01 PLANNING

Any significant changes to the service levels or schedule will be brought forward by an appropriate representative from Mobility to the Planning Committee for discussion.

### 47.02 SIGN-UPS

Mobility run sign-up and vacation sign-up will be conducted by a member of the Union and will occur at the same time as Operator's sign-up.

### 47.03 VACATIONS

- a) Vacation entitlement may be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of a calendar year.
- b) Prime time is defined as the ten (10) week period preceding Labour Day.
- c) Only two (2) vacation weeks may be taken during prime time. The remainder of the vacation entitlement will be taken during the balance of the year.
- d) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation prime time or Christmas week shall be:
  - Mobility Operators: 1
  - Mobility Dispatch: 1
- e) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation other than prime time or Christmas week shall be:
  - Mobility Operators: 1
  - Mobility Dispatch: 1
- f) An employee may elect to carry over one (1) week of vacation entitlement to the next vacation year at the time of the vacation signing, provided they advise Transit Services and the Union by September 1, before the vacation sign-up takes place.
- g) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

- h) Once signed, vacations shall not be changed without the mutual agreement of the Union and Transit Services.
- i) **At the time of vacation sign up, Management will agree to increase the number of employees allowed to be on vacation by one (1) for mobility operators during prime time providing extraboard mobility have a complement of a minimum of Five (5) staff.**

#### 47.04 MOBILITY EXTRABOARD

Effective January 1, 2015, Mobility Extraboard Operators shall be subject to the following:

- a) There shall be no guarantee of hours.
- b) They shall make themselves available to work up to forty (40) hours per week.
- c) They shall receive benefits after completion of their probationary period, **920** hours, per Article 2.06.
- d) Hours of work and statutory holiday pay shall be in accordance with the *Employment Standards Act, 2001* (ESA).
- e) Uniform issue as per Article 29.04.
- f) There shall be no more than a minimum of five (5) to a maximum of ten (10) operators on Mobility Extraboard. Subject to Union and Management agreement, staffing levels may be adjusted.
- g) Current full time employees shall not be affected.
- h) Mobility extraboard hired mobility shall be used in Mobility Service only.



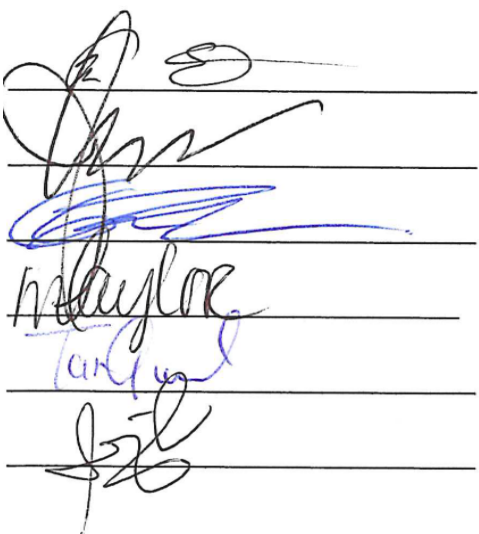
**ARTICLE 48.00 TERM OF AGREEMENT**

48.01 This Agreement and the provisions herein shall endure to the benefit of and be binding upon both parties from the **1<sup>st</sup> day of July, 2021** and shall continue in full force and effect until the **30<sup>th</sup> day of June, 2024** and thereafter it shall be automatically renewed until either of the parties gives notice, within one hundred and twenty (120) days prior to the end of this term, of its desire to terminate, alter or amend any of the provisions of the Agreement.

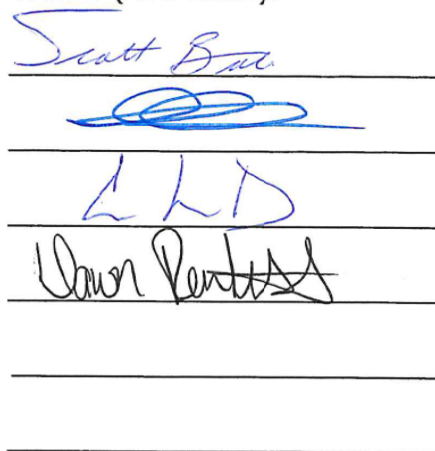
48.02 The Union and the employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the employer shall print, at their own cost, sufficient copies of the Agreement in booklet form in a reasonable amount of time. Whenever possible, they shall be printed at a union shop.

**Signed at Guelph, Ontario this 17<sup>th</sup> day of August, 2021.**

For the City of Guelph:

  
Four horizontal lines with handwritten signatures in black and blue ink.

For the AMALGAMATED TRANSIT UNION (ATU 1189):

  
Four horizontal lines with handwritten signatures in blue ink, including the name 'Scott B...' and 'LHD'.

**MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**CORPORATION OF THE CITY OF GUELPH**

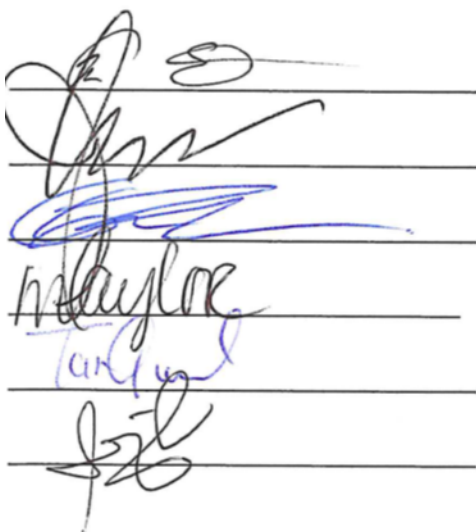
**AND**

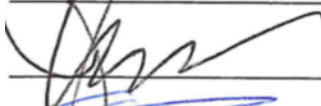
**AMALGAMATED TRANSIT UNION, LOCAL 1189**


The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute and the undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals. The parties herein agree that the term of the Collective Agreement shall be from **July 1, 2021 to June 30, 2024**. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on **June 30, 2021**, except where changes have been negotiated.


**Signed at Guelph, Ontario this 17<sup>th</sup> day of August, 2021**

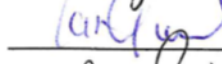
For the City of Guelph:


  
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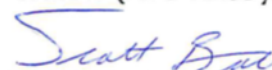
  
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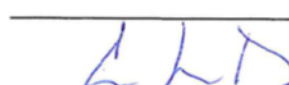
  
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For the AMALGAMATED TRANSIT UNION (ATU 1189):

  
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**LETTER OF AGREEMENT  
BETWEEN  
THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"**

**AND**

**THE AMALGAMATED TRANSIT UNION  
LOCAL 1189  
"The Union"**

**RE: APPRENTICESHIP Program**

The need for the apprenticeship program is at the discretion of the City of Guelph, to add and or remove the program at any time. Each apprenticeship opportunity will be posted as per the usual corporate posting process.

**SELECTION PROCESS**

If candidates are relatively equal, ATU Local 1189 applicants will be given preference

Candidates will be required to pass and complete a basic skill assessment, and final interview.

**PROBATIONARY PERIOD**

An apprentice may be removed from the training program by the Manager of Fleet Services (or designate) or upon request of the employee, and his/her Apprenticeship Contract cancelled at any time during the first twelve-month period of the apprenticeship.

If the apprentice was a member of ATU Local 1189 prior to the apprenticeship program, s/he shall be returned to the pre-apprenticeship job classification with no loss of ATU Local 1189.

The Employer shall have the exclusive right to remove employees from the Apprenticeship program during the probationary period provided the decision to remove the employee from the apprenticeship program is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

**JOB POSTINGS**

No apprentice during his/her apprenticeship program may apply under the job posting provisions of the ATU Local 1189 collective agreement to fill any job vacancy, until such time they have completed the program.

**SENIORITY**

Existing ATU Local 1189 employee shall continue to be a full member of ATU Local 1189 throughout the duration of the apprenticeship. The apprentice will continue to accumulate seniority; however not accrue Maintenance Section seniority during the apprenticeship. Apprentices who are new to ATU Local 1189 shall begin to accrue seniority upon commencing the apprenticeship program; however, shall not accrue Maintenance Section seniority during the apprenticeship program.



If more than one employee completes the qualifications on the same day, the following will be the order of seniority:

- (i) Employee with most ATU Local 1189 seniority - first
- (ii) Employee with highest CFQ exam mark – second

**BENEFITS**

Apprentices shall receive benefits as per the terms and conditions outlined in the ATU 1189 collective agreement.

**WAGES**

Throughout the apprenticeship the employee will be paid at a percentage based on the existing Job Rate for a Licensed Truck & Coach Technician, as follows;

Wages will be a percentage of the top 310T Licensed Truck and Coach Technician rate effective at the time based on qualifying hours (straight-time hours) successfully completed, as indicated in the following table:  
% Of Group 310T Licensed Truck and Coach Technician

- 1. 65% : Entry Level Rate
- 2. 75% : Completion Level 1 in-school training and 1,750 on-the job training
- 3. 80% : Completion Level 2 in-school training and 3,500 on-the job training
- 4. 85% : Completion Level 3 in-school training and 5,250 on-the job training
- 5. 97%: Obtaining (310T) Truck and Coach Certificate of Qualification
- 6. 100%: Completion of one full work year as a Obtain Trade licensed

**SCHOOL TERMS**

The apprentice shall attend school on their own personal time and be eligible for employment insurance if attending the 8-week block period of school OR An apprentice who choose to attend school one day per week (day release) shall have their work week schedule adjusted to a four-day work week to accommodate the personal day off needed to attend school.

(a) While attending training sessions, the apprentices will attend on there personal time and be paid his/her rate at straight time for the four (4) days worked, not to exceed 42 hours per week.

(b) While attending school portions of the program, the apprentice shall be eligible for all benefits, as provided in the collective agreement.

(c) The apprentice shall faithfully attend each and every course session. Any absence must be excused, in advance, by the Supervisor or designate.

(d) If the apprentice is required to pay tuition, the City will reimburse the employee as per the LEAP Program-(50% on registration and 50% on successful completion).

**TOOLS**

Apprentice is eligible for tool allowance in accordance with 46.01 (A)



**VACATION**

An apprentice will sign for vacations as per his/her seniority in the apprenticeship classification. An apprentice may not take vacation during an apprenticeship school term.

**OVERTIME**

An apprentice may be asked to work overtime in accordance with Article 44.01, 44.02.

**WORK/TRAINING ASSIGNMENTS**

An apprentice shall be assigned to a variety of functions, shops, shifts, locations, as required, to complete the Apprenticeship Program. The apprentice's existing seniority shall have no bearing on shift, RDO's (regular days off), or assignments, which will be solely at the discretion of the Manager of Transit Fleet Maintenance, based on the Apprenticeship Program and the requirements to cover absences.

**LAYOFF**

For purposes of layoff Article 24.03 will apply.

**CANCELLATION OF APPRENTICESHIP**

An apprentice who has completed his/her twelve-month probationary period may be removed from the Apprenticeship Program and his/her Apprenticeship Contract cancelled for any of the following reasons:

- (a) Just cause.
- (b) If an apprentice fails to take the training/school course when he/she is scheduled to take same, provided that his/her failure to take such course is not due to a cause beyond his/her control.
- (c) If an apprentice fails a training course at any level.
- (d) In the event of the apprentice being removed for one of the reasons outlined in a), b) or c), and s/he was a member of the bargaining unit immediately prior to commencing the apprenticeship program, s/he shall be returned to the pre-apprenticeship job classification with no loss of ATU Local 1189 seniority.

**COMPLETION OF PROGRAM**

Upon successful completion of the courses, the employee agrees to remain in the employ of the City of Guelph for a period of two (2) years. Should the employee choose to leave the City of Guelph within the first year of the two-year period mentioned above, s/he acknowledges that the amount of wages paid to the employee during the first year of the classroom portion of the course represents a debt which the City of Guelph may satisfy through deductions from wages, vacation pay or other appropriate means. Should the employee choose to leave the City of Guelph within the 2nd year of the two-year period mentioned above, s/he acknowledges that half of the amount of wages paid to the employee during the first year of the classroom portion of the course represents a debt which the City of Guelph may satisfy through deductions from wages, vacation pay or other appropriate means.



**PROGRESS ASSESSMENTS**

Regular progress assessments will be conducted. These shall not be subject to the grievance procedure. The Manager of Fleet Services (or designate), based on the requirements and guidelines of the Apprenticeship Program, will have sole discretion to decide if progress and performance are adequate to continue in the Apprenticeship Program.

**EMPLOYEE CONSENT**

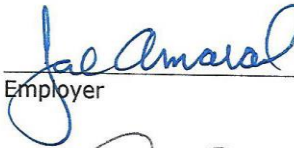
Employees participating in the program shall be required to sign consents reflective of their obligation under the terms and conditions of this agreement.

**INTERIM ASSIGNMENT**

Upon obtaining his/her Trade License, the employee will be assigned to a shift and regular days off in accordance with his/her new Maintenance Section seniority and in accordance with the collective agreement in effect at the time. S/he will sign for shift and regular days off in accordance with his/her new Maintenance Section seniority on the next Fleet/ Mechanic sign-up.


Signed at Guelph, Ontario this 16 day of August, 2021.


**FOR THE CORPORATION**

  
\_\_\_\_\_  
Employer

  
\_\_\_\_\_  
Employer

**FOR THE UNION**

  
\_\_\_\_\_  
LOCAL 1189

  
\_\_\_\_\_  
LOCAL 1189



**LETTER OF AGREEMENT  
BETWEEN  
THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"**

**AND**



**THE AMALGAMATED TRANSIT UNION  
LOCAL 1189  
"The Union"**

For clarity and context, on October 4th, 2018 the Parties entered into a Minutes of Settlement ("MOS"). The MOS reflected the Parties' resolution of a grievance filed by the Union regarding how vacation for full-time employees was to be granted as set out in the newly negotiated Appendix A - Vacation Schedule. On February 28th, 2019, Arbitrator Christine Schmidt issued an award regarding the MOS, particularly the Union's vacation entitlement.

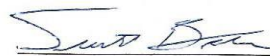

The Parties agree that Arbitrator Christine Schmidt's decision, as referenced above, is a clear understanding of how vacation entitlement, including but not limited to APPENDIX A - VACATION SCHEDULE, and Article 22 - Annual Vacations, is interpreted and applied amongst the parties.

Signed at Guelph, Ontario this 16 day of Aug., 2021.

**FOR THE CORPORATION**

  
\_\_\_\_\_  
Employer  
  
\_\_\_\_\_  
Employer

**FOR THE UNION**

  
\_\_\_\_\_  
LOCAL 1189  
  
\_\_\_\_\_  
LOCAL 1189

## **DEFINITIONS**

### **Occurrence:**

Absence from the workplace; usually, but not limited to, culpable absences, other than approved vacation. Non-culpable absenteeism may be considered as an occurrence if the absence becomes chronic, and/or the reason can be addressed and corrected.

### **Transit Management:**

Is a reference that includes Transit Services and Fleet Services.

### **Transit Services:**

Is reference to Guelph Transit.

### **Fleet Services:**

Is reference to maintenance provided by Fleet Operations

### **Shift Value:**

The total payable time for a signed regular run

### **Working Days:**

All days excluding Saturday, Sunday and Statutory Holidays.

### **Transit Terminal:**

Multi-modal facility located on Carden Street.

### **Transit Facility:**

Offices/garage/maintenance located at 170 Watson Road South.



### **Supervisor:**

Those positions responsible for Transit Operations, Planning and Scheduling and Transit and Business Services.

### **Route Supervisor:**

Reporting to the Supervisor of Transit Operations;

### **AVL Supervisor:**

- Responsible for the day to day scheduling of operators.
- Assigning overtime in accordance with OT tracking system.
- Assists in creating modified return to work plans.
- Coordinates bus change offs due to mechanical deficiencies.
- Data entry i.e.: schedules into kronos, OT request forms, approved leave requests.
- Assist operators filling out WSIB forms, accident reports.
- Coordinate and conduct fact finding, and discipline meetings.
- Assist mobility department on an as needed basis.
- Investigates customer complaints.
- Updates Supervisor of Transit Operations.

### **Mobile Supervisor:**

- Monitors bus service on road.
- Assesses bus stops, bus routes, for Health and Safety issues.
- First responder to accidents involving a bus. Conducts accident investigation, and assists operator in related forms to be filled out.

- Monitors traffic flow, and inform operators of possible delays.
- Implement and advise operators of detours due to road closures, accidents, weather.
- Monitor operator on road performance.
- Assist operators with customer disputes, or questions.
- Operate according to SOP's, and collective agreement.

**Lead Hand:**

The Lead Hand Mobility reports to the Supervisor of Transit Operations and the Lead Hand Transit Fleet reports to the Supervisor Fleet Operations

## APPENDIX A – VACATION SCHEDULE

Years of Service	Earn as you Go	New Vacation Schedule # of week - plus additional earned days Accrued each pay	Based on a 40 Hour Work Week	Current ATU Vacation Schedule
1	First year at City	3 weeks prorated	120	no vacation
2	First January 1st	3 full weeks	120	2 weeks
3	Second January 1st	3 weeks + 1 day	128	
4	2	3 weeks + 2 day	136	
5	3	3 weeks + 3 day	144	3 weeks
6	4	3 weeks + 4 day	152	
7	5	4 weeks	160	
8	1	4 weeks + 1 day	168	4 weeks
9	2	4 weeks + 2 day	176	
10	3	4 weeks + 3 day	184	
11	4	4 weeks + 4 day	192	
12	5	5 weeks	200	
13	1	5 weeks + 1 day	208	
14	2	5 weeks + 2 day	216	
15	3	5 weeks + 3 day	224	5 weeks
16	4	5 weeks + 4 day	232	
17	5	6 weeks	240	
18	1	6 weeks + 1 day	248	
19	2	6 weeks + 2 day	256	
20	3	6 weeks + 3 day	264	
21	4	6 weeks + 4 day	272	
22	5	7 weeks	280	
23				6 weeks
24				6 weeks
25				6 weeks
26				6 weeks
27				6 weeks
28				7 weeks
29				7 weeks
30				7 weeks

***As per Minutes of Settlement dated October 4, 2018:***

***For the life of this collective agreement, with respect to Schedule "A" of the newly negotiated collective agreement dealing with the accrual of vacation, the parties agree that employees shall receive their vacation entitlements in the year in which their anniversary falls.***

***In their first year of hire, employees will be entitled to prorated vacation based on three (3) weeks' annual entitlement.***

***Thereafter, effective January 1<sup>st</sup> of each year, employees will be entitled to vacation entitlement based on the years of service they will hit at any time in that calendar year. In other words, an employee who will have three (3) years of service at some point in the calendar year, will be entitled to the vacation entitlement increase for three (3) years of service (as set out in Schedule A) effective January 1.***

***Further to the above interpretation, both parties agree that eligible employees are entitled to a day a year. A "day" constitutes 8.0 hours in your vacation bank.***

***The parties agree to revisit this issue in the next round of collective bargaining and this agreement shall not be relied upon by either party in bargaining as indicative of a joint intention or understanding of how vacation accrual will be interpreted going forward.***

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