



COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF SARNIA

-and-



UNIFOR

theUnion | lesyndicat

AND ITS LOCAL 914

January 1, 2022 - December 31, 2024

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PART 1
CONDITIONS APPLICABLE TO ALL EMPLOYEES

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provision of this Agreement.
- 1.02 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine and vice-versa where the context so requires.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the Union as the sole collective bargaining agent for all its hourly rated employees, including persons employed for less than twenty-four (24) hours in any week, save and except supervisors, persons above the rank of supervisor, maintenance supervisor, dispatcher, inspectors and office staff.

The twenty-four (24) hours referenced to above is exclusive of new employee training, platform training, defensive driving training and any other training approved by or required by the Employer. Training shall not result in a part-time employee receiving more than forty (40) hours per week.

Vacation relief employee maximum of forty (40) hours driving is exclusive of new employee training, defensive driving training and any other training approved by or required by the Employer, to a maximum of driving and training combination of fifty (50) hours per week.

The Corporation will advise new employees of the existence of the Union, provide a copy of the Collective Agreement and letters prepared by the Union and Transit Administration. The Corporation agrees to inform the Union, in letter form of all hirings of new employees, within thirty (30) days. During the first two (2) weeks of employment, a new employee will be introduced to a member of the Local Committee.

- 2.02 The Corporation agrees to have this Collective Agreement printed in five (5) by six (6) inch book form.
- 2.03 Part-time and vacation relief employees shall be covered by the following articles of the Collective Agreement: 2, 3, 4, 5, 6, 7, 8 (articles covered by article 2.03) 9, 10, 11, 14, 17, 18, 20, 21, 22, 23, 24, 25, Article 26.01 (2nd paragraph), 26.04, 28, 30.01, 30.02 and 33.

All new employees shall be pro-rated for the footwear allowance. Vacation Relief shall be covered by 26.02, 26.03 and 26.05.

- 2.04 No employee shall be required or permitted to make a written or verbal agreement with the Corporation or its representatives which is contrary to this Agreement without the involvement of the Union.

No agreement is binding on the City that is contrary to the City's Management Rights or the Collective Agreement without the signature of the Chief Administrative Officer (CAO) or the Manager of Human Resources.

ARTICLE 3 – CHECK-OFF

- 3.01 All employees in the Bargaining Unit shall become and remain members of the Union.

- 3.02 The Corporation will deduct from each such employee, an amount equal to the regular monthly dues of the Union as specified in the Constitution. This is sent to the Secretary-Treasurer of Unifor, Local 127.

When an employee has passed their probationary period, this new member must pay a \$20.00 initiation fee to the Union Local as stated in the Union Constitution. This fee will be deducted from the employees' first pay following the probationary period.

- 3.03 The Corporation will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings in the pay period in which dues are deducted as stated in 3.02 above.

- 3.04 It shall be the responsibility of the Union to advise the Corporation of the amount of said dues and no employee shall lose or be refused membership in the Union for non-payment of regular dues if the Union has not specifically advised the Corporation of such obligations. The Union shall save the Corporation harmless from any costs whatsoever resulting from any dispute as between any employee or employees and the Union as to the validity of obligations in respect of such payment.

- 3.05 Union activities will only take place during working hours, on Corporation property or vehicles, with the permission of the Director of Transit.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its commitments and responsibilities: the operating schedules, the direction of working forces, the right to decide on the number of employees required by the Corporation at any time, and jurisdiction over all operations, buildings, machinery, tools, equipment, and employees are solely and exclusively the responsibility of the Corporation. The Corporation also has the right to make, alter and

enforce, from time to time, rules and regulations to be observed by the employees but before altering any such rules, the Corporation must discuss same with the duly accredited officers of the Union and give them an opportunity of making representations with regard to proposed alterations.

4.02 The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for reasonable cause, provided that a claim by an employee who has acquired seniority, that he had been discharged or disciplined without reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided.

4.03 Without limiting the generality of the foregoing provisions, the following shall conclusively be deemed to be sufficient cause for the dismissal of an employee provided that nothing herein contained shall prevent an employee from taking a discharge case through the grievance procedure:

- reporting for work with alcoholic breath. **Employer ensures adherence to the *Human Rights Code*.**
- drunkenness or drinking intoxicants while on duty or on the Corporation's property or while in the Corporation's uniform;
- gambling at the Sarnia Hiawatha Racetrack and the Point Edward Charity Casino while on duty and/or while in the Corporation's uniform;
- operating any Transit vehicle with a revoked or suspended licence;
- intentionally allowing passengers to ride the Corporation's vehicles free or by private contract or by abuse of employee's passes;
- retaining all or any portion of the fare offered by a passenger;
- habitually reporting late;
- accidents through carelessness or neglect;
- continued absence from duty without leave, or reporting to work while under the influence of unauthorized drugs or if using unauthorized drugs while on duty;
- allowing passengers to joy ride as defined in the Municipal By-law and or/published departmental policies;
- misuse of Corporate equipment/facilities or assets;
- misrepresentation of an absence.

- 4.04 Operators will ensure they have the automated bus stop announcing systems operating at all times, when the bus is in revenue service, with the exception of school specials and charters. Any employee that tampers with the announcing system thereby making it inoperable or requiring repair will be subject to discipline up to and including termination.
- 4.05 All discussions regarding policy procedures and departmental practices shall initially commence between the local chairperson and the Director of Transit.

Within sixty (60) days of signing the Collective Agreement Transit Administration and two (2) representatives of the Local will meet to review and update the policy and procedures manual. A Maintenance representative will participate in the review of any policy and or procedure that could affect Maintenance employee(s). All members of the local will sign to confirm that they have received, will review and conform to the revised policies in the manual.

ARTICLE 5 – NEGOTIATION AND GRIEVANCE COMMITTEES

- 5.01 The Corporation acknowledges the right of the Union to elect a Negotiating Committee. The Union will advise the Corporation in writing of the names of the Negotiating Committee. The Committee shall consist of three (3) employees of the Corporation, one of whom shall be the chairperson, and in addition thereto, a national representative of the Union, provided however that the Corporation shall not be required to negotiate with any former employee of the Corporation regardless of his position who is no longer in the employ of the Corporation unless such person left the employ of the Corporation voluntarily for the purpose of accepting a full-time position with the Union.
- 5.02 The Corporation further acknowledges the right of the Union to elect a Grievance Committee comprised of those members elected as the negotiating committee consisting of three (3) employees. The Union will advise the Corporation in writing of the names of the Grievance Committee. The Corporation will recognize and deal with the said Grievance Committee on any matter properly arising out of this Agreement and said committee will co-operate with the Corporation in the administration of this Agreement.
- 5.03 The Corporation undertakes to instruct all members of its supervisory staff to co-operate with the grievance and/or Negotiating Committee in carrying out the terms and requirements of this Agreement.
- 5.04 The Union undertakes to secure from its officers, committee men and members, their co-operation with the Corporation and with all persons representing the Corporation in any supervisory capacity.

The parties agree that they will conduct themselves in a manner that will provide for a co-operative and constructive working relationship.

The parties will follow proper protocol and discuss such matters with the appropriate representatives, and will not side-step this process.

- 5.05 It is understood that the members of the Negotiating/Grievance Committees have their regular work to perform on behalf of the Corporation, and when it is necessary to service a grievance, either for investigation or a grievance meeting, they will request in advance such leave from the Department Head.

Whenever possible, such request shall be made to the Department Head at least forty-eight (48) hours in advance to permit re-arrangement of work. All grievances shall be dealt with on the Company's time during working hours, and no employee or member of the Grievance Committee shall suffer loss of pay by reason of the time spent in discussing grievances with representatives of the Company.

The Corporation will pay for any time used during the employees scheduled shift by members of the Negotiating Committee while in meetings with the employer so that the employee will not lose any of his regular day's pay. Negotiating meetings will be recognized as a full days work and will be paid by the Corporation as a complete 8 hour shift.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Grievances shall state the article violated and/or discipline being grieved, and the desired remedy.

- 6.02 No grievance shall be considered:

1. which usurps the function of the Employer or,
2. if time limits have not been complied with, unless extended by mutual agreement.

The employee must present the complaint orally to the employee's immediate supervisor within five (5) working days of the occurrence giving rise to the complaint. The immediate supervisor shall give an oral decision within two (2) working days of the employee raising the complaint. The immediate Supervisor is defined as the supervisor that caused the alleged injustice.

- 6.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

The Unit Chairperson or designate shall present the grievance in writing on a form supplied by the Union and in manner approved by the Corporation, to the Director of Transit or designate within seven (7) working days following the supervisor's oral decision. A meeting within seven (7) working days of receipt of the grievance between

the Director of Transit or designate the Unit Chairperson or designate along with the grievor shall be held. The Director of Transit or designate shall render a decision in writing to the Unit Chairperson or designate and the grievor within seven (7) working days of the meeting. Should no satisfactory settlement be reached, the grievance shall be moved to the next step.

STEP 2

Within seven (7) working days of receiving the Director of Transit's or designates decision, the grievance may be submitted in writing to the Manager of Human Resources. A meeting shall be held within seven (7) working days of receipt of the grievance between the Manager of Human Resources or designate, whoever the Manager desires, the grievor and the Grievance Committee. A representative of the National Union and/or the Local Union may be present at the request of either party. The Manager of Human Resources shall give a decision in writing, within seven (7) working days of the meeting being held, to the grievor and the Unit Chairperson or designate. Should no satisfactory settlement be reached, the grievance shall be moved to the next step.

STEP 3

Within seven (7) working days of receiving the Manager of Human Resources decision, the grievance may be submitted in writing to the Chief Administrative Officer (CAO). A meeting shall be held within seven (7) working days of receipt of the grievance between the CAO or designate, whomever the CAO desires, the grievor, the grievance committee and a representative of the National Union. The CAO shall give a decision in writing within seven (7) days of the meeting being held to the grievor and the Unit Chairperson or designate.

- 6.04 Failing settlement under the foregoing procedure of any difference between the parties, either party may refer the grievance to arbitration as provided in Article 7 within ten (10) working days. If no written request for arbitration is received within the aforementioned time period and after the decision under **STEP 2** is given, the grievance shall be deemed to have been settled.
- 6.05 For the submission of grievances as provided above, Monday to Friday, excluding statutory and designated holidays shall be considered as working days on which the Corporation (Transit Division) is open to the public for transaction of regular business; otherwise, days are calendar days.
- 6.06 It is understood that the Director of Transit, through the Manager of Human Resources and/or the CAO may at any time request a meeting with the Grievance Committee and a National Representative of the Union, to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationships with the Corporation, and that if such complaint by the Corporation is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of any employee.
- 6.07 Prior to proceeding to arbitration, the parties may mutually agree to use the services of a grievance mediator provided the request for a grievance mediator is made within the ten

(10) working days specified in 6.04 of the Grievance Procedure. It is further agreed that discussions and offers of a settlement at a grievance mediation can not be utilized in the arbitration process.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the Steps of the grievance procedure outlined in Article 6 above and which has not been settled, may be referred to an arbitrator at the request of either of the parties hereto.
- 7.02 Within seven (7) days of the request by either party for an arbitrator, each party shall notify the other of the name of their appointee.
- 7.03 The arbitrator shall deal only with the matter in dispute and the decision shall be binding on both parties.
- 7.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.05 Each of the parties to this Agreement will jointly bear the expense if any, of an arbitrator.
- 7.06 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 7.07 Any employee found to have been unjustly dealt with, disciplined or discharged shall receive redress which will include reinstatement and compensation for all or part of lost wages to the extent of, and in accordance with, the findings of the arbitrator.

ARTICLE 8 – POLICY GRIEVANCE

- 8.01 Any complaint or grievance arising directly between the Corporation and the Union shall be originated under **STEP 2** within five (5) working days after the circumstances giving rise to the complaint or grievance has originated or occurred.

Policy grievance may be by job classification, however, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees, which such employee or employees could themselves institute, and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 9 – DISCIPLINE/DISCHARGE CASES

- 9.01 It is understood and agreed that grievances relating to discipline or discharge shall be filed at Step 2 of the grievance procedure.
- 9.02 When an employee has been dismissed without notice, he shall have the right to interview the member of the grievance committee of his choice as soon as is practicable, before leaving the plant premises. An employee may be removed from Sarnia Transit premises prior to speaking with a member of the grievance committee when the removal of the employee is necessary for the safety of the employee and other employees, or the circumstances would make it inadvisable to retain the employee on Sarnia Transit premises.
- 9.03 Any matter of written discipline to be entered into an employee's record, a copy of same will be furnished to the employee concerned and also the Union (local chairperson).
- 9.04 Exclusive of violence in the workplace matters, records pertaining to disciplinary matters will not be considered if the employee can go for a period of twenty-four (24) months without an incident.

Records pertaining to driving infractions, harassment/discrimination matters will not be considered if an employee can go for a period of thirty-six (36) months without an incident.

ARTICLE 10 – NO STRIKES - NO LOCKOUTS

- 10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial by any of its members, and the Corporation agrees that there will be no lockout. The definition of "strike" or "lockout" shall be as defined in the Labour Relations Act of Ontario.
- 10.02 The Corporation shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 above.

ARTICLE 11 – WAGES

- 11.01 During the term of this Agreement, the Corporation and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

- 11.02 The Corporation agrees to pay all hourly rated employees every second Friday. A schedule showing the pay days and the pay periods, which will close every second Saturday night, will be posted for each calendar year.
- 11.03 Employees must clearly indicate the premium pay requests on their time card. An employee will be advised in a timely manner of any retroactive changes in their time card.
- 11.04 Effective at the date of ratification, \$0.05/hour will be rolled into the hourly wage rate of the classification of Operator.**
- 11.05 Effective **January 1, 2022**, there will be a shift premium of **one dollar and eighty cents (\$1.80)**. Effective **January 1, 2023**, this premium will be **one dollar and eighty-five cents (\$1.85)**. Effective **January 1, 2024**, this premium will be **one dollar and ninety cents (\$1.90)**. Eligibility for the Sunday premiums shall be determined by the time at which work was commenced - not concluded. Any work commencing on a Saturday and concluding on a Sunday will not be eligible to any portion of the shift for the premium pay. Conversely, work commencing on Sunday and concluding on Monday will be paid at the premium rate throughout the entire time of the shift. There shall be no pyramiding of premiums.
- 11.06 Effective **January 1, 2022**, the Corporation shall pay a shift premium of **one dollar and eighty cents (\$1.80)**. Effective **January 1, 2023**, this premium will be **one dollar and eighty-five cents (\$1.85)**. Effective **January 1, 2024**, this premium will be **one dollar and ninety cents (\$1.90)**. Effective January 1, 2019, this premium will be one dollar and sixty-five cents (\$1.65) per hour. This premium will be prorated based on each 15 minutes worked per shift. There shall be no pyramiding of premiums.
- 11.07 Employees in charge of trainees or who provide equipment orientation will be paid an additional **two dollars and sixty-five cents (\$2.65)** per hour. **In addition, the premiums under Article 11.05 and Article 11.06 will be paid to the trainers as applicable.**
- 11.08 In lieu of coffee and meal breaks, on or about December 1, **2022** Full Time Operators will receive a lump sum of **eight hundred and twenty dollars (\$820.00)** and Part Time Operators will receive **five hundred and ten dollars (\$510.00)**. On or about December 1, **2023** Full Time Operators will receive **eight hundred and twenty-five dollars (\$825.00)** and Part Time Operators will receive **five hundred and fifteen dollars (\$515.00)**. On or about December 1, **2024** Full Time Operators will receive **eight hundred and thirty dollars (\$830.00)** and Part Time Operators will receive **five hundred and twenty dollars (\$520.00)**. This will be paid by a separate direct deposit.
- This allowance will be pro-rated in the case of a new employee, Vacation Relief Operator would be eligible for one twelfth (1/12) of this premium for each month worked. Similarly Full Time Staff would lose one twelfth (1/12) of this premium for each full calendar month absent due to sickness or WSIB.
- 11.09 If employees are required to begin their normally scheduled shift two (2) hours or more early or are required to remain two (2) hours or more after their regularly scheduled shift, the employee will be provided with the value of a meal that will not exceed \$17.00

(inclusive of taxes) which will be provided by direct deposit on the employee's next pay period. Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day.

ARTICLE 12 – STATUTORY HOLIDAY AND DESIGNATED DAYS

12.01 Designated annual statutory holidays with pay for all hourly rated employees of the Corporation shall be the days on which the following holidays are observed:

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

Two floater holidays annually in lieu of Easter Monday and Remembrance Day and an equivalent shift if an employee works Easter Sunday to be taken as agreed to by the employee and the Corporation after a minimum of six (6) months employment, and provided the employee is employed on the day which the holidays occurred.

- 12.02 (a) An hourly rated employee not required to work on a designated holiday as defined in Article 12.01 above, and qualifying within the limitations of this Article shall receive one (1) day's pay or a minimum of eight (8) hours, whichever is the greater, at his regular straight time rate in accordance with the rates of pay in Schedule "A" provided however that these hours shall not be included in the calculation of overtime.
- (b) All hourly rated employees required to commence work on any designated holiday observed by the Corporation shall, if otherwise qualified, be paid holiday pay and in addition, be paid for all such work for the actual number of hours so worked or portion of an hour, at time and one-half the regular straight time rate of pay in accordance with rates set out in Schedule "A".
- 12.03 Holiday pay shall not be allowed unless the employee performs all the work scheduled or assigned for his last scheduled working day preceding the holiday and upon his first scheduled working day succeeding such holiday except when permission has been granted by his department head in writing or a doctor's certificate is produced. Holiday pay shall not be granted to any employee scheduled to work on a designated holiday if he fails to show up for any piece of work allotted, nor will holiday pay be granted to an employee away on leave of absence, illness or on Workplace Safety and Insurance Board benefits.

12.04 When a holiday for which an employee would be entitled to holiday pay falls within an employee's regular vacation period, he shall be allowed holiday pay for such date at the rate of one (1) day's pay or a minimum of eight (8) hours, whichever is the greater, at his regular straight time rate in addition to his entitlement to vacation pay under the provisions of Article 13 and within the restrictions of Article 13.02.

ARTICLE 13 – VACATIONS WITH PAY

13.01 Exclusive of absences related to vacation, Weekly Indemnity, Workplace Safety and Insurance Board accidents while in receipt of full Temporary Total Disability benefits and Pregnancy and Parental Leave, all vacations granted in any given year shall be pro-rated on length of continuous service at work with the Corporation as a regular employee in the calendar year preceding the year in which the vacations are taken. Probationary employees qualifying for vacation entitlement cannot take the vacation entitlement until the probationary period has been satisfied.

13.02 All vacations shall be considered to start on a Sunday morning. A week's vacation shall mean a calendar week of seven (7) days, with five (5) days pay at straight time based on the daily rate of pay in force at the time vacation is taken, or 2% of the previous year's gross earnings excluding taxable benefits, whichever is the greater.

13.03 In accordance with the provisions of section 13.01 and 13.02, the Corporation shall grant vacations on the following basis:

- After one (1) year of continuous employment, ten (10) working days per year;
- After four (4) years of continuous employment, fifteen (15) working days per year;
- After nine (9) years of continuous employment, twenty (20) working days per year.
- After fifteen (15) years of continuous employment, twenty-five (25) working days per year.
- After twenty-three (23) years of continuous employment, thirty (30) working days per year.

13.04 A new employee joining the Corporation who has not completed one (1) full year of service will be granted vacation with pay in accordance with the following table:

- On January 1st, or before March 31st - two (2) calendar weeks holiday with eighty (80) hours pay.
- On April 1st or before June 30th - eight (8) days holiday with sixty-four (64) hours pay.
- On July 1st or before September 30th - five (5) days holiday with forty (40) hours pay.
- On October 1st or before October 31st - three (3) days holiday with twenty- four (24) hours pay.

- On November 1st or before November 30th - two (2) days holiday with sixteen (16) hours pay.
- On December 1st or before December 31st - one (1) days holiday with eight (8) hours pay.

This vacation practice was effective commencing the 2008 vacation year.

- 13.05 An employee whose employment is terminated for any reason shall have his vacation entitlement calculated to the date of termination and shall be paid for all such vacation entitlement at the appropriate percentage rate according to his length of service.
- 13.06 Vacations will be scheduled in accordance with the current Vacation Policy and departmental practices.

Special circumstances must be submitted to and approved by the Director of Transit when making a vacation selection.

13.07 Employees who request time off using floaters banked, overtime and/or statutory holidays must follow the following process:

Submit an employee time off request forms to the on-duty inspector at least five (5) days before the first requested off-day occurs.

The Manager of Transit shall provide a decision no less than five (5) days from requested day off. In the event the request is made less than 5 days prior to the requested day off, the Manager of Transit should make a decision on case by case decision having regard for operational efficiencies and scheduling.

Time off requests will not be unreasonably denied.

ARTICLE 14 – LOSS OF TIME ON COMPANY BUSINESS

- 14.01 Regular employees held off on Corporation business by order of the Corporation's officials will be paid what they would have earned during the period so held off. Spareboard operators shall be paid for the hours they were scheduled for.

ARTICLE 15 – EMPLOYEE WELFARE BENEFITS

- 15.01 During the lifetime of the Agreement the Employee Welfare Benefits shall be as follows:

The Corporation shall pay 100% of the premiums for the benefits for employees, spouse, dependant children and overage student, subject to the terms and conditions of the policies. Payment of premiums for welfare benefits will be effective for new employees after completion of the probationary period.

- (a) E.H.B. with a \$10/\$20 deductible with voluntary generic plan, \$9.00 dispensing fee cap and \$400.00 for hearing aids per family member every two

calendar years. Chiropractic Massage Therapy and Kinesiology bundle of two thousand and five hundred dollars (\$2,500.00) per calendar year payable upon a physician's certificate citing the necessity for the treatment, and prostate antigen.

- (b) Semi-private hospital care.
- (c) Group Life at two and one-half (2½) times annual salary as of policy renewal date in any year, to nearest \$500.00. Dependant coverage of \$10,000.00 spouse, \$5,000.00 per child.
- (d) Vision Care – \$450.00 per family member every two calendar (2) years. The two (2) calendar year allotment may be used towards a one-time laser eye surgery treatment. An eye exam is also provided every twenty-four (24) months with a maximum reimbursement of one hundred dollars (\$100.00).
- (e) Dental Plan equivalent to Liberty Health plan #9 with 9 month preventative checkups for adults and every 6 months for dependant children. This plan will include overage student coverage.

A Major Restorative and Upper and Lower Dentures bundle at \$2,500.00 per calendar year on a fifty/fifty (50/50) co-insurance basis. The Corporation shall pay for 100% of the cost.

An Orthodontic rider for dependant children only, with a lifetime maximum of \$3,500.00 for each dependant child on a fifty/fifty (50/50) co-insurance basis. The Corporation shall pay 100% of the cost.

15.02 The Corporation shall pay 100% of the premiums for the benefits for employees the amount of an individual's Weekly Indemnity benefit will be 75% gross of the employee's regular rate of pay applicable on:

- (1) the first day of accident;
- (2) the forth day of illness;

for a period of twenty-six (26) weeks.

Upon qualifying for Weekly Indemnity Benefits, an employee shall be granted casual sick leave pay of 75% gross of the employee's regular rate of pay per day for each regularly scheduled working day he/she is off due to illness prior to the commencement of his/her Weekly Indemnity Benefits.

15.03 The Corporation shall pay 100% of the premiums for the benefits for employees with a Long Term Disability Plan providing the following:

- (a) after twenty-six (26) consecutive weeks of sickness or accident, employees shall cease to receive Weekly Indemnity benefits and apply for the benefits under the Long Term Disability Plan;
- (b) employees shall receive 75% of their basic salary to a maximum of \$5,000.00 per month;
- (c) the cost of this plan shall be borne by the Corporation;
- (d) all benefits and conditions are subject to the terms of the policy, which the Corporation agrees to provide to the Union.

15.04 Every employee shall keep the Corporation informed of changes in his marital status or number of dependants on a form provided by the employer.

15.05 The Corporation and the Union agree that in addition to participating in the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System on date of employment. Contributions to the Pension Plans are in accordance with the Ontario Municipal Employees Retirement System and the Canada Pension Plan Act, as amended from time to time.

15.06 From the date and time of the commencement of any extended period of continuous absence such as layoff or protracted leave of absence, any fringe benefit conferred on an employee by this Agreement ceases to have any effect unless the terms and conditions of the relevant section expressly provide that such fringe benefits shall continue into a period of layoff or other interruption of continued employment.

15.07 Employees aged 65 and older will be provided with an additional 5% on their hourly rate in lieu of coverage for Weekly Indemnity, LTD and group insurance.

15.08 The Corporation agrees to extend such benefits as described under Article 15 - Employee Welfare Benefits - to employees on prolonged sick leave, to a maximum of three (3) months, and Extended Health Benefits only for six (6) months from the date and time of the commencement of such sick leave.

ARTICLE 16 – BEREAVEMENT LEAVE

16.01 Bereavement leave from regularly scheduled work will be granted for the purpose of making funeral arrangements and attending the funeral or a memorial service, on the following basis:

Five (5) days:

- | | |
|-------------------|-------------------------|
| <u>Employee's</u> | <u>Current Spouse's</u> |
| wife | |
| husband | |
| mother | |
| father | |
| son | |

daughter
stepson
stepdaughter

Three (3) days:

Employee's

Brother
sister
son-in-law
daughter-in-law
grandparents

Current Spouse's

mother
father
grandparents

Two (2) days:

Employee's

aunt
uncle
niece
nephew
grandchildren
brother's spouse
sister's spouse

Current Spouse's

brother
sister
brother's spouse
sister's spouse
aunt
uncle

or other dependent relatives living with employee, or when attending a funeral as a pallbearer.

A request for extension of these time limits shall be considered by the Manager of Human Resources in consultation with the Director of Transit. **For the purposes of bereavement, documentation of death may be requested by the Human Resources Department for a bereavement claim.**

The definition of a spouse may include common law or same sex partners who have cohabited for a period of at least twelve (12) months consecutive, and who is publicly maintained and represented as the employee's spouse. In any circumstance, the Company will only recognize one spouse for the purpose of this article.

- 16.02 An employee who has commenced vacation and/or statutory holiday and is eligible for Bereavement Leave shall be shown as absent on Bereavement Leave for the appropriate number of days in accordance with Article 16.01. The displaced vacation days will be rescheduled for a mutually agreeable date.
- 16.03 When an employee qualifies for bereavement leave, an extra day of bereavement leave may, if required, be added for travel to a funeral greater than 500 kilometres from Sarnia.
- 16.04 In the case of a sudden or unexpected serious illness of an employee's immediate family member (spouse, dependant children or parents) residing in the employee's household, and where no one at home can provide for the needs of the ill family member, the employee shall be entitled to use banked time up to a maximum of five (5) paid days

which shall be taken at minimum interval of one (1) day. Requests less than one (1) day will be handled by mutual exchange.

All requests are to be submitted to Transit Management for approval.

Save and except previously booked vacation, requests for compassionate leave will have priority over all other time off requests.

ARTICLE 17 – JURY DUTY

- 17.01 When an employee is called for jury duty or subpoenaed as a court witness as a direct result of his employment, the Corporation shall pay such employee his regular shift straight time hourly rate for the number of hours he normally works on his regular shift. The employee, within five (5) working days after the conclusion of their jury duty, will return to the City, any jury or witness fees exclusive of any expense payments.
- 17.02 When an employee is excused from jury duty or as a court witness for one-half (½) day or more, he must return to the yard and complete his regular shift.

ARTICLE 18 – FREE TRANSPORTATION

- 18.01 The Corporation agrees to provide free transportation for all its employees in accordance with its published schedules of operation. All employees will receive an authorized pass issued by the Corporation to each individual employee concerned. Employees riding on a pass must present their pass to the operator immediately on entering the vehicle. This paragraph shall not be interpreted to include any chartered or sightseeing equipment.
- 18.02 Employees only, who retire from Sarnia Transit on or after January 1, 2004, shall be provided with a lifetime bus pass.

ARTICLE 19 – SENIORITY

- 19.01 Seniority as used in this Agreement shall be deemed to mean length of continuous service with the Corporation as a full-time employee. Seniority for part-time and vacation relief employees will be used as specified in this Agreement. For identical dates of hire the employee who has worked the first shift following the completion of their training will have more seniority than the other employee(s) with the same date of hire.
- 19.02 A seniority list shall be prepared by the Corporation and a copy shall be posted on the bulletin board twice a year, no later than February 1st and August 1st in each year.

- 19.03 An employee shall be considered temporary or probationary for the first six (6) months during which time he may be released from the Company's service without recourse. After six (6) months of continuous work, if an employee is retained in the employ of the Corporation, he shall be placed on the seniority list and his seniority shall date back to the date his employment began. Protracted illness, extended leave of absence or time lost through suspension of a trainee must be added to the time necessary to attain increased pay status and seniority.
- 19.04 Employees who have been laid off due to lack of work and subsequently re-employed will have their seniority determined by the actual time they have been on the Corporation's payroll provided such employees return to work when notified and subject to the other provisions of this Article.
- 19.05 Any employee who has been laid off but who still retains his seniority and who is notified by priority post or courier to return to work with an assurance of at least thirty (30) working days employment, will lose his seniority unless he notifies the Corporation within three (3) calendar days after receipt of the recall notice by priority post or courier, that he is intending to return to work, and unless he returns to work within seven (7) calendar days after receipt of the recall notice.
- 19.06 Seniority shall cease and employment terminate under any of the following circumstances if an employee:
- (a) voluntarily quits the employ of the Corporation;
 - (b) is discharged for reasonable cause and the discharge is not reversed through the grievance procedure;
 - (c) fails to report for work within seven (7) days after being notified by the Corporation by priority post or courier to his last known address following a layoff, or fails to advise the Corporation within three (3) days of his intention to report for work pursuant to the notification;
 - (d) is absent for three (3) consecutive working days without notifying the Corporation, unless a reason satisfactory to the Corporation is given;
 - (e) is laid off or on unpaid leave of absence for a continuous period in excess of twenty-four (24) months, unless the leave has been granted for the purpose of working with UNIFOR in accordance with Article 19.07;
 - (f) Subject to the provisions of the Ontario Human Rights Code, and the Employers duty to accommodate, is absent from work for an extended period of time unless the Employee can provide evidence that he/she will be able to return to work within a reasonable time period beyond such extended period. Prior to termination, the employer agrees to discuss the aforementioned provision on a case by case basis with the union committee to discuss the likelihood of returning before applying article 19.06 (f); but in no case less

than forty-eight (48) months.

- (g) fails to report to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

- 19.07 Employees promoted out of the Bargaining Unit within the Corporation past a period of twelve (12) months shall have their seniority within the Bargaining Unit terminated.

Employees who take up a full-time position within the Union shall accumulate seniority for two (2) years, after which seniority shall be frozen but retained.

In the event an employee takes an Executive position with the Union, they shall have Thursday as the one (1) day within their regular work week to conduct Union business. The Corporation agrees to maintain the wages and benefits of such employees during these days off and will invoice the Union for such expenses, who will promptly reimburse the Corporation.

Once the vacation time off allotment has been filled, the day off to conduct Union business during the regular work week will supersede all other time off requests for the day.

- 19.08 The Corporation will not grant leave of absence to any employee covered by this Agreement for a longer period than sixty (60) days with retention of seniority unless specified elsewhere in this agreement.

- 19.09 An employee who requests a leave of absence due to illness may be required to submit a City of Sarnia medical certificate form completed by a doctor.

- 19.10 The Corporation may grant a leave of absence without pay to up to two (2) members of the Union Committee, to attend Union conventions and training courses. The Union Committee may not use more than a total of thirty (30) days per calendar year. Permission shall be subject to the availability of staff. The Union agrees to provide at least ten (10) working days advance notice for each request and shall be made in writing to the Director of Transit, who shall respond within ten (10) working days. The notice will specify whether the employee will be compensated by the Paid Education Leave fund during their absence. The Director of Transit, shall respond within ten (10) working days.

The Corporation agrees to pay into a special fund, 4¢ per hour per employee for all compensated hours for the purpose of providing paid education leave. Said leave will be for upgrading the employees' skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, and sent by the employer to the following address:

Paid Education Leave Program
UNIFOR Canada
115 Gordon Baker Road
Toronto, ON M2H 0A8

The Corporation agrees to maintain the wages and benefits of such employees during this leave, and invoice the Union for such expenses, who will promptly reimburse the Corporation. These same provisions for maintaining wages and benefits will apply for time spent by the Union's Negotiating Committee or Grievance Committee when attending arbitrations.

Requests for time beyond that mentioned above may be submitted to the applicable Department Head for consideration. In considering, the Department Head will take into consideration, the exigencies of duty and the ability to retain a proper work force.

- 19.11 An employee, if granted leave of absence by the Corporation to join the Armed Services of Canada and/or as a reservist, shall have his seniority continued while away on such duty, provided the employee returns to his original civic position within three (3) months after normal discharge from the Armed Forces.
- 19.12 An employee will endeavour to provide a minimum notice period of fourteen (14) calendar days prior to the effective date of their resignation / retirement of their employment.
- 19.13 Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act, R.S.O. 1990.
- 19.14 All employees within the bargaining unit will be eligible to apply for vacancies within the bargaining unit. The successful candidate will be the most senior qualified applicant. The Director of Transit will contact all eligible employees in order of seniority as of the date of the posting to determine their interest. Once an employee accepts, the Director of Transit shall advise the Local chairperson of the offer(s) made and the results. Part time operators are eligible to apply for the Vacation Relief, **Spare Board and Temporary Full-Time** positions and then return to their part time position at the end of the work term. Grandfather provisions under Article 24.10 do not apply.

The successful candidate who has worked at least one thousand and forty (1040) hours will not have to serve a probationary period and will be eligible for benefits effective their first shift in their new position/classification. If the employee has not worked one thousand and forty (1040) hours they will become eligible for the six (6) month rate and benefits (only for a Full-Time position) upon working one thousand and forty (1040) hours. When a part-time employee goes to full time, the eight percent (8%) in lieu of benefits will continue until full-time benefits start.

The Corporation will select someone other than an employee with the requisite seniority only if no eligible candidate for the posting qualifies and or accepts the vacancy. The vacancy will then be offered to employee group in accordance with the hierarchy described at the beginning of this article or as a last resort to external candidates.

There will be no reprisals for staff not applying and/or accepting a vacancy.

When an operator moves from either part time to full time or full time to part time any unused vacation or any banked time will be paid out at time of the change in the employee's employment status.

The City will give consideration in the hiring process for Sarnia Transit employees who have retired. Retired Sarnia Transit employees hired will be placed at the bottom of the seniority list of the position they occupy, and will be eligible to work.

ARTICLE 20 – MEDICAL EXAMINATION

- 20.01 Any employee returning from extended leave of absence or recalled from extended layoff or returning from sick leave in excess of five (5) working days, may be required to pass a medical examination by the Corporation's physician before commencing work.
- 20.02 Where illness is claimed as a reason for extended absence, the Corporation reserves the right to have the employee examined by the Corporation's physician before further leave is extended.
- 20.03 All employees will be medically examined by a physician of the employee's choice as required, and such records shall be the property of the Corporation. The Corporation retains the right to have a second opinion examination by its own physician, at the City's expense. In the event of illness of one (1) or more week's duration, an employee will be required to produce a confirmation of fitness to return to work on the City's medical certificate form by a physician acceptable to the Corporation. Any cost for the medical certificate of fitness to return to work shall be reimbursed if the City's medical certificate form is completed and upon presentation of a receipt up to **fifty dollars (\$50.00)**.
- 20.04 Any employee who is unable to perform the essential duties of their current position due to a handicap (as defined by the Ontario Human Rights Code) shall be offered the next available vacancy provided the employee has the skills, ability, qualifications and physical capacity to do the essential duties of the position.
- 20.05 All employees must possess and maintain a valid driver's license for the position they occupy:
- Operators – CZ;
 - Maintenance personnel - DZ.; or
 - any other license requirement by the Ministry of Transportation.

Employees upon request may sign out prep material developed by the City for assistance in conducting a renewal of license.

The employer upon request will provide employees with the use of an appropriate vehicle to conduct the driving test for license renewal. The scheduling of equipment will be by mutual agreement. An employee on their own time with no rate of pay may coach another employee to prepare for an air brake endorsement test.

The City is responsible for the cost of (the testing fees), two attempts of license renewals.

All license renewals will be conducted at an outside facility. Reimbursement will be with a receipt and proof of passing.

When the Ministry of Transportation, Ontario requires an employee to take a medical for renewal of his/her driver's license, the Corporation will pay for the cost of the medical to a maximum of two hundred dollars (\$200.00). Reimbursement under this Article shall be made upon submission of a paid receipt to the Director of Transit.

Employees shall immediately report to the Employer, the loss of their Driver's License.

For those employees in the process of their license renewal, will have their seniority and benefits maintained for up to fourteen (14) days.

ARTICLE 21 – BULLETIN BOARDS

21.01 A bulletin board of equal size will be provided in the Operators and Maintenance lunchrooms for use by the Union for notices, and no notice shall be posted except on this board. The bulletin boards will not be used to post any inflammatory or derogatory comments about the City or its staff.

21.02 Except as above provided, there shall be no distribution or posting by employees of pamphlets, advertising of political matter, cards, notices or any other kind of literature upon the Corporation's property except by permission of the Department Head.

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 In the event of layoff due to lack of work, the Corporation agrees to give five (5) working days' notice to the employee and the Union prior to any layoff of more than one (1) week's duration or, five (5) days pay to the employee affected in lieu of such notice.

22.02 The Corporation shall advise the Union at least six (6) months in advance of any partial or total discontinuance of operations that will lead to a reduction of the workforce. Such notice shall be in writing, and indicate the reason for the action.

The Union and the Corporation will meet immediately to discuss the partial or total discontinuance of operations to discuss alternatives, if any.

If the Corporation should consider selling, privatizing any of its Transit division, it will give the Bargaining Unit a minimum of six (6) months' notice of its intention to do so.

22.03 In all cases of layoff and/or recall, seniority by department shall govern, providing the employee has the skill, ability, qualifications and physical fitness to perform the job.

For greater clarity, layoffs for employees will be in reverse order of seniority in the position that is declared surplus in the following order:

1. Vacation Relief
2. Part-Time
3. Spareboard (for operator positions only)
4. Full-Time

22.04 For the purpose of this Article, the departments shall be considered as:

1. Operating Department: Consisting of operators, and
2. Maintenance Department: consisting of mechanics (licensed), maintenance technician and maintenance assistants.

ARTICLE 23 – HEALTH AND SAFETY

23.01 The Corporation agrees to maintain proper safety and health conditions throughout their buildings and places of work. The Corporation will provide protective clothing and equipment where such is required by legislation. No employee will be disciplined for refusing to work on an operation that in the opinion of the Safety Committee and in accordance with legislation is considered unsafe.

23.02 A Safety and Health Committee will be established consisting of six (6) members: the Union will name three (3) members and Management will name three (3) members. The duties of the Committee shall consist of making recommendations for the improvement of safety, investigate all accidents and work towards the elimination of all safety hazards. The Committee shall meet regularly and discuss any safety problems, accident reports, and plan future safety programs. Regular inspections of all work sites will be carried out to check all health and safety conditions.

23.03 Upon request from the Local Chairperson to the Director of Transit, the City will provide information obtained during an accident investigation to the Local Chairperson, subject to any privacy and/or freedom of information legislation.

ARTICLE 24 – PART-TIME

24.01 Seniority will be based on a part-time or vacation relief employee's date of hire. As an employee moves up the employment hierarchy, the date of the move by the employee will be used for determining seniority within that new grouping. For greater clarity the part-time, vacation relief seniority will have the following hierarchy outlined below to utilize their seniority:

1. Part Time
2. Vacation Relief

For identical dates of hire for the part-time or vacation relief employee who has worked the first shift following the completion of their training will have more seniority than the other part-time employees with the same date of hire. The probationary period will be one thousand and forty (1040) hours worked by the part-time or vacation relief employee.

Rehire of a Vacation Relief employee will be contingent on their ability to fulfill their previous and future work term schedules.

24.02 Part-time or vacation relief employees shall be given the option to join the O.M.E.R.S. plan in accordance with O.M.E.R.S. legislation.

24.03 Vacation and Statutory Holidays will be provided in accordance with the Employment Standards Act. Vacations will be scheduled in accordance with the Vacation Scheduling Letter of Understanding. Employees with five (5) or more years of service will be entitled to 6% of wages earned that year.

Part-time employees will be eligible for 50% of the full-time operator's footwear allowance.

Part-time and vacation relief employees eligible for benefits under Articles 14, 28 and 33 shall not be deemed as hours worked towards their respective hours of work cap in a calendar week.

Vacation Relief operators will be provided a footwear allowance of 33% of full-time Operators footwear allowance.

24.04 Part-time or vacation relief employees shall have an additional 8% added to their wages in lieu of benefits.

24.05 Bereavement leave will be granted for the purpose of making funeral arrangements and attending the funeral or a memorial service, on the following basis:

Up to two (2) pre-scheduled shift for: wife, husband, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law and sister-in-law, grandparents of employee and spouse, stepson, step daughter, grandchildren, or other dependent relatives living with the employee.

The definition of a spouse may include common law or same sex partners who have cohabited for a period of at least twelve (12) months consecutive, and who is publicly maintained and represented as the employee's spouse. For the purposes of bereavement, documentation of such a relationship must be available to the Human Resources Department prior to a bereavement claim. In any circumstance, the Company will only recognize one spouse for the purpose of this article.

24.06 Part-time employees shall work a maximum of twenty-four (24) hours in a calendar week subject to exceptions mentioned in Articles 2.01, 2.03 and 24.07 or elsewhere in this Agreement.

Work will be assigned according to the following priorities, taking into consideration the entire calendar week.

- (i) full-time Local 127 members to forty (40) hours of work;
- (ii) spareboard operators not scheduled forty (40) hours for the week;
- (iii) part-time operators of Local 127 as per Article 24.10;
- (iv) vacation relief (May, June, July, August to the end of the first complete week in September, last three weeks in December and first week in January) 40 hours (subject to reverse seniority on special events); **This includes all school breaks of at least five (5) consecutive school days including March Break;**
- (v) overtime to full-time Local 127 members;
- (vi) part-time Local 127 operators (not be deemed to be driving time for Article 2.01);
- (vii) vacation relief overtime;
- (viii) inspectors;
- (ix) Sarnia Transit administration.

Exceptions to the above mentioned assignment of work will be listed below:

- (i) passenger is missed and needs to be accommodated;
- (ii) for any accident where the driver is required to remain at the scene;
- (iii) operator is unable to finish scheduled shift due to illness or injury.

24.07 Upon completion of training, part-time operators will receive three (3) pairs of pants or shorts, four (4) shirts and one (1) vest. The pants and shirts clothing issue will include upsizing, downsizing and repairs.

Part Time Operators will receive one (1) three way jacket every thirty-six (36) months. The three-way jacket will not include upsizing, downsizing and repairs.

When a Part-Time Operator moves up to Full-Time Operator, they will be topped up to the full issue of uniform within three (3) months of the move.

If a Part-Time Operator moves up to full-time and back to part-time and then to full-time again, there will be no further issue of uniform unless it has been a minimum of eighteen (18) months since last issue. If the regular Full Time Operator's uniform issue is due less than twelve (12) months after receiving a full-time issue top up from part-time, there will

be no further issue at that time.

- 24.08 Upon completion of training, Vacation Relief Operators will receive three (3) pairs of pants or shorts and five (5) shirts (choice of long or short sleeve). Vacation Relief Operators will wear their uniform issue during May, June, July and August and wear a smart casual attire during the Christmas season. The uniforms, transfer punch, combination padlock and instruction manuals will remain Corporation property and shall be recoverable on demand. The old clothing issue shall not be worn once a new clothing issue has been distributed to the Operator. Uniforms shall be worn only at times and for purposes authorized by the Corporation.

When a Vacation Relief Operator moves up to full-time operator, they will be topped up to the full issue of uniform within three (3) months of the move.

If a Vacation Relief Operator moves up to full-time and back to vacation relief and then to full-time again, there will be no further issue of uniform unless it has been a minimum of eighteen (18) months since last issue. If the regular Full-Time Operator's uniform issue is due less than twelve (12) months after receiving a full-time issue top up from vacation relief, there will be no further issue at that time.

- 24.09 (a) Part Time Operators hired prior to January 1 2015, as a minimum, will submit their days of availability or work at least one (1) week in advance, to the designated front office staff each Thursday by 4:00 p.m. for the following week. Hours of work will be assigned on the days of availability. Part-Time Operators will be available for work every week throughout the entire year, with the exception of vacation time or other approved time off. As a condition of continued employment, Part Time Operators must work their assigned shifts up to a total of twenty-three (23) hours in a week, however, in order to complete a shift or run, Part Time Operators may work up to twenty-six (26) hours.

- (b) As a condition of continued employment, Part Time Operators hired after January 2, 2015 must work their assigned shifts up to a total of twenty-three (23) hours in a week, however, in order to complete 3 assigned shifts within a work week, Part Time Operators may work up to twenty-six (26) hours. **The scheduled shifts shall be posted no later than Thursday by 4:00 p.m. for the following work week.** The Corporation agrees to assign shifts by seniority with two (2) days off designated in a work week with the exception of vacation time or other approved time off. **It is understood that Part Time Operators will indicate their preferred days off at the time of the Full Time Operator sign ups, subject to the following selection criteria:**

- **Part Time Operator can request no more than one of the following two days off per week: Saturday and Sunday**
- **Part Time Operator must provide a minimum of 5 days availability in a calendar week**

- **Selections will be reviewed and approved based upon seniority and operational requirements**

- (c) **This preference will not be affected by Mini sign-ups as per Article 27.03.**
- (d) **If Part Time Operators are assigned a full time run or assigned to act as a spare board operator classification, then the conditions of that role shall apply in accordance with the applicable provisions herein.**
- (e) **The preferred days off for Part Time Operators will be reviewed and approved at the same time that the Full Time Operator sign-ups are complete.**
- (f) The hiring of Part Time Operators will not impact the growth of Full Time Operators.
- (g) As a condition of continued employment, part time student operators must work assigned shifts to a minimum of 16 hours in a week while attending a recognized college or university.

24.10 During the term of this Agreement the Corporation and the Union agree that all payments of wages for part-time and vacation relief employees will be made in accordance with the wage rates set forth in Schedule A hereto, which is hereby made part of this Agreement.

ARTICLE 25 – NEW YEAR'S EVE SERVICE

- 25.01 If the Corporation should operate a New Year's Eve service after completion of regular hours of service, employees shall be compensated at the rate of two and one-half (2½) times their hourly rate for all time worked after 10:45 p.m.
- 25.02 If the Corporation should operate a New Year's Eve service, employees will be compensated at the rate of two (2) times their hourly rate for all time worked after completion of their regular scheduled run.
- 25.03 New Year's Eve service sign up will be on a voluntary basis. Exclusive of employees on their day off or on an approved leave of absence, if there are insufficient volunteers, employees will be assigned using reverse order of seniority.
- 25.04 Should the Corporation operate any special service, sign up will be on a voluntary basis. Exclusive of employees on their day off or on an approved leave of absence, if there is insufficient volunteers, employees will be assigned using reverse order of seniority. For greater clarity, a special service is defined as Canada Day or New Year's Eve Service.

PART 2

SPECIAL CONDITIONS APPLICABLE TO OPERATING DEPARTMENT

ARTICLE 26 – HOURS OF WORK

26.01 Within the limitations of cutting runs, regular operators will be guaranteed forty (40) hours per week spread over five (5) working days, providing they complete all work assigned to them. The Corporation agrees to assert its best efforts in producing schedules to affect the best working conditions possible for the operating staff.

Pay for hours of work shall be calculated from the posted schedule sheets or daily report sheets currently in effect. Time and one-half (1½) will be paid to all operators for all posted time in excess of the operator's regular shift or in excess of eight (8) hours daily or forty (40) hours in a week, provided there is no pyramiding of premiums.

If an employee is mistakenly by-passed for an overtime opportunity they shall be offered the next call for a run of approximately equal value.

26.02 Operators shall not drive more than thirteen (13) hours in a calendar day and they must have eight (8) consecutive hours rest prior to the commencement of their next shift.

26.03 Any Full Time **Part Time** or Vacation Relief Operator who is requested to perform work on their regularly scheduled day off shall receive time and one half for all hours worked.

It is understood for the purposes of this Article, Part Time staff regularly scheduled day(s) off shall be considered the two preferred days off as selected as part of Article 24.09.

26.04 When an employee is required to complete an incident or accident report or an interview pertaining to the accident or complaint after regular scheduled hours the employee shall receive straight time for the actual time required to complete the report or interview up to a maximum of thirty (30) minutes. The report must be completed and turned in before leaving Sarnia Transit property. To be eligible for payment under the provisions of this Article, said report(s) must be fully completed.

ARTICLE 27 – POSTING OF RUNS

27.01 A sign-up board of run selections provided by the Corporation shall be posted for operators to make their selection of the runs they desire, by seniority, not less than four (4) times a year, with as nearly as possible, three (3) calendar months between sign-ups provided additional sign-ups are not offered. Each operator will have one (1) working day to sign for their run, once it has become their turn to sign by seniority. Operators who do not sign the board within one (1) working day will result in the operator being assigned a run as outlined in article 27.02. Operators may only sign for or be assigned a run, if they are capable of fulfilling all bona fide job requirements of the run.

All runs are subject to change in the following circumstances:

- the service client or employer requires service level/timing changes;

- cancelling/combining runs in the event of equipment/staffing shortages;
- in cases of emergency.
- cancelling/combining of Care-A-Van runs as per bookings.
- providing training for employee(s).

Such changes will not result in any operator receiving less than forty (40) hours per week, if they would have normally been scheduled this amount of hours i.e. make up time will be given up to eight (8) hours in a day, or forty (40) hours in a week, but not beyond.

When scheduled time is displaced by training, the remainder of the shift will be filled with a run that is as close as possible to fill the remainder of their shift.

If an employee is re-assigned, they would be re-assigned to a piece of work as close as possible to their previous run until a mini sign up is carried out.

27.02 In order to encourage an orderly sign-up, the run selections will be posted not less than two (2) weeks prior to the commencement of the board, and will be signed by seniority in a minimum of three (3) segments of two (2) days duration each. Anyone failing to sign or submit run selection slips within their allotted time period will be assigned a run from duplicate work as follows:

1. work previously being performed;
2. similar work as assigned by the Director of Transit in discussion with a Union representative.

In both instances, the employee must still qualify for the run assigned.

Operators may only sign for or be assigned to a run if they are capable of fulfilling all bona fide requirements of the run.

27.03 (a) Runs that become available between regular sign-ups due to employee separations or the cancellation/reduction of service or other mutually agreed circumstances will be posted for selection in a "*Mini Sign-Up*". All operators in direct seniority from the vacancy will be given the opportunity to re-sign the available runs. The "*Mini Sign-Up*" will be conducted as quickly as possible and the adjusted "*Board*" take effect as soon as is practical.

(b) If an employee is anticipated to be off work for longer than thirty (30) days, there will be a new mini signup.

(c) Should an employee return back to work where there is four (4) weeks left on the board, they forgo the mini-sign up and assume full-time Spare responsibilities excluding wash bay as reasonably able to do so for the duration of the board in order of seniority.

- 27.04 Operators who are off of work for more than three (3) months on Long Term Disability or W.S.I.B. will not have the opportunity to pick until they have announced their intention to return to work and have provided a specific date for doing so. The employee must furnish a medical certificate confirming the return to work date. Any cost for this certificate will be reimbursed subject to a \$40.00 cap and upon presentation of a receipt. As soon as possible, a mini sign-up will be conducted to facilitate the returning employee.

ARTICLE 28 – NON-COMPLETION OF SCHEDULED RUN

- 28.01 When any scheduled run is not completed on account of failure or shortage of equipment, the operator shall be allowed full schedule time for that day, providing the operator remains available for work on standby at the dispatch office.

When the employer cancels service due to weather or power blackout, all operators will be paid for their scheduled non-overtime hours up to a maximum of 8.5 hours.

ARTICLE 29 – SPARE BOARD

- 29.01 In any week, due to lack of work, spare board operators may work a sixth (6th) day at their discretion, in order to equalize their hours with other spare board operators. A refusal to work a sixth (6th) shift shall be deemed to be driving time.
- 29.02 The provision of 29.01 shall not preclude the assigning of a spare employee as vacation relief to a run for the duration of the vacation of a regular employee, provided vacancies are filled in turn from the employees qualified.
- 29.03 Effective May 1st 2016, Full Time Spare Board employees, based upon seniority, on a rotating basis will be offered an open run when the availability of the run is known one week in advance, for a period of one week at a time.
- 29.04 The bottom two (2) least senior Spare Board Operators **will be selected from the Part Time Operators. Part Time Operators will be first canvased to fill the position of Spare Board Operators. If more than two (2) Part Time Operators indicate interest, seniority will prevail. Should less than two (2) Part Time Operators indicate interest, the remaining bargaining unit members will be canvased and such selection will be done by seniority.**

The bottom two (2) least senior Spare Board Operators and the bottom two (2) least senior Part Time Operators will be trained within 60 days or extended by mutual agreement of becoming the bottom two (2) least senior Spare Board Operators, to cover any Maintenance Assistant absence due to vacation, illness or Sunday Service where deemed necessary by the **Manager** of Transit. This work will be shared as equally as possible between the **bottom two (2) least senior Spare Board Operators and the bottom two (2) least senior Part Time Operators.**

A Spare Board Operator will not be an operator that has signed up for a run.

Spare Board Operators who work as a Maintenance Assistant will receive a onetime Boot Allowance of one hundred dollars (\$100) and a uniform allotment of one (1) pair of pants, two (2) shirts and two (2) coveralls while assigned to work as a Maintenance Assistant.

ARTICLE 30 – COVERING TIME, SHORT PIECES OF WORK AND REPORTING TIME

30.01 Covering time shall be that time during which an operator is held by the dispatcher for the purpose of covering runs of absentees, or in anticipation of extra service. Operators shall be granted fifteen (15) minutes reporting time paid at the applicable hourly rates for the purpose of checking the vehicle. Such reporting time shall be applicable once a day to all runs which pull out from the garage.

An operator on the afternoon shift shall be given the opportunity to do his run if he is late reporting by a period of up to 10 minutes provided he reports to the dispatcher within 10 minutes of his scheduled reporting time.

Operators shall be granted ten (10) minutes reporting time paid at the applicable hourly rates for the purpose of checking the vehicle for runs that leave the garage at any time during the day, after 10:00 a.m.

30.02 If an operator who has been held over subsequently receives a run in addition to his pay for that run, he will receive pay for the period in which he was called out and did not have a run offered to him.

30.03 Any operator operating an extra, charter, a regular or unassigned run, shall receive a minimum of two (2) hours at straight time except when the next or previous piece of work commences or terminates within the two (2) hour guaranteed period, then the guarantee shall be limited to the intervening time between the pieces of work.

30.04 (a) Any employee who has not been notified in advance “not to report to work” and who reports for his/her scheduled shift, will be given at least two (2) hours work. If no work is available, he/she will be paid two (2) hours at their hourly rate.

(b) Any employee who has not been provided notice of four (4) hours from the start of their overtime shift “not to report to work” and who reports for their said scheduled overtime shift, will be paid two (2) hours at their hourly rate.

30.05 In cases where one employee is taking over a vehicle from another employee, the employee taking over the vehicle will conduct a visual inspection of the exterior of the vehicle for new/unreported damage. For all buses leaving the downtown terminal this inspection will be done when the bus has travelled to the next off-road terminal. All new damage must be reported to dispatch at this time.

30.06 Employer will endeavour to provide transportation for employees to designated locations for change of shift at designated times. (To and from), as reasonably able to do so.

30.07 An operator providing notice to the employer that they are returning to work the next day, shall provide such notice no later than 9:00 am the day before their anticipated return date.

ARTICLE 31 – ADEQUATE SPARE LIST

31.01 The Director of Transit shall endeavour to provide an adequate spare list, and no regular employee shall be required to do extra work after completing his run, except in cases of emergency or when no spare man is available, and in no case shall a regular man be required to work more than one trip or one hour, whichever is the maximum after he has notified the office of the absence of a relief operator.

ARTICLE 32 – UNIFORMS

32.01 The Corporation agrees that it is its intention to keep all operators neatly and comfortable outfitted in uniforms and supplied with the necessary accessories.

Operators shall be supplied with **unisex** uniforms and accessories as per the following schedule upon completion of their platform training:

- Eight (8) shirts (may be mixed long and short sleeve. Effective January 1, 2019, this will include summer golf shirts).
- Five (5) pairs of pants or shorts or a combination of pants and shorts up to a total of five (5) pairs
- 1 combination padlock
- instruction manual(s)

The pants/shorts and shirts clothing issue will include upsizing, downsizing and repairs.

The uniforms, transfer punch, combination padlock and instruction manuals will remain Corporation property and shall be recoverable on demand. The old clothing issue shall not be worn once a new clothing issue has been distributed to the Operator. Uniforms shall be worn only at times and for purposes authorized by the Corporation.

Security keys, door pass, washroom key and any items covered by this article that are distributed via a rental agency will be returned to Sarnia Transit for any absence exceeding a calendar month.

An employee will return all items provided by this article within ten (10) working days of their last day of employment. Any items that are not returned to Sarnia Transit in good

condition will have the replacement cost of the missing and or unsatisfactory items deducted from their final pay.

32.02 All operators shall be supplied with the following clothing issue every twenty-four (24) months:

- One (1) three-way jacket
- Two (2) sweaters (cardigan style) or vests or one sweater and one vest

The three-way jacket, sweater and vest will not include upsizing, downsizing and repairs.

32.03 Notwithstanding the provisions of Article 32.01 - 32.02 above, uniform issues shall only be supplied to operators who are on active duty. If operators are off due to illness/injury or any other long term absence at the time of any uniform issue and subsequently return to their regular duties, they will be provided with the proper uniform issue in accordance with the provision of the appropriate clause. Arrangements will be made for the provision of uniforms within five (5) working days upon the employee's return to work.

32.04 Operators will be provided a footwear allowance of **one hundred and seventy-five dollars (\$175.00)**. New footwear is to be purchased within two (2) weeks of receiving their footwear allowance. The shoes purchased will be slip resistant, as designated by the manufacturer, and shoes are to be worn at work at all times, kept clean and maintained in good condition. Operators will not be eligible for the footwear allowance if an Operator is absent for a minimum of nine consecutive months. This allowance will be pro-rated in the case of a new Operator, for one twelfth (1/12) of this premium for each calendar month worked. Payment will be by Direct Deposit in the first pay in February. **The Manager of Transit reserves the right to inspect safety shoes for compliance with non-slip requirement.**

ARTICLE 33 – COMPLAINTS AGAINST OPERATORS

33.01 If a complaint is turned in by a non Sarnia Transit employee concerning an operator, the operator will be told of the complaint within two (2) working days, except when the operator is on an approved leave of absence. A national representative of the Union will have the right to interview the originator of a serious complaint, provided the complainant so consents. A working day is as defined in the Grievance Procedure.

33.02 When an employee is called into the office in regards to a complaint or disciplinary reasons, the employee will be accompanied by a committee member.

ARTICLE 34 – CANDIDATES FOR EMPLOYMENT

34.01 The prospective operator hereinafter called a trainee, shall be paid on the basis of eight (8) hours per day, the probationary driver's rate for time worked during the period of training. In the event that the said trainee does not qualify and become an employee of

the Corporation, he shall be paid for the period, spent by him as a trainee. The first six (6) months of service shall be considered a probationary period, and if satisfactory, he will be taken on as a regular employee of the Corporation. He shall be granted seniority after six (6) months with effect from his commencement date of training.

- 34.02 With either the purchase of new equipment or different types of equipment, operators required to train on such equipment will be paid at their regular hourly rate of pay while so training.
- 34.03 Operators sent back for retraining for disciplinary reasons or failure to have proper regard for equipment after being trained, will be required to do retraining at the discretion of the Director of Transit at their hourly rate of pay.
- 34.04 With the exception of vacation relief (unless the circumstances require such training), all trainees will be trained on Care-A-Van as soon as practicable but no later than one hundred and twenty (120) days following platform training.
- 34.05 The Employer will forward all postings that pertain to City of Sarnia job opportunities, and a copy will be posted on all Transit Department notice boards. The same selection criteria will apply to Sarnia Transit employees as it does for members of the public for posted positions.

PART 3 MAINTENANCE EMPLOYEES

ARTICLE 35 – HOURS OF WORK

- 35.01 Forty (40) hours shall constitute a normal week's work except for those employees working on a rotating schedule as posted, which will average forty (40) hours per week in each cycle and whenever possible, to provide two (2) consecutive days off.
- 35.02 Time and one-half will be paid all hourly rated maintenance employees required to work in excess of eight (8) hours daily or forty (40) hours per week. It is understood that employees who are requested by the Corporation to work on their regular days off shall be paid at the rate of time and one-half for all time so worked. If an employee is mistakenly by-passed for an overtime opportunity they shall be offered the next piece of work of approximately equal value.
- 35.03 A minimum of two (2) hours will be paid at time and one-half the regular rates of pay for call-ins, except in the case of an employee who has requested and been granted time off during that day.
- 35.04 The Corporation agrees to pay mechanics and the Maintenance Technician (licensed or unlicensed), an annual tool allowance of **one thousand and one hundred dollars (\$1,100.00)**. The tool allowance will be paid by direct deposit on or about the 1st of December.

Effective at the time of hire, any new mechanic or Maintenance Technician (licensed or unlicensed), will have their tools inspected and valued by a third party. This value is what the Corporation will insure the tools.

- 35.05 Except due to illness, floaters and holidays or extenuating circumstances where not possible, an employee shall be given three (3) days advance notice in writing of any shift change.
- 35.06 If employees are called into work two (2) hours or more before their regularly scheduled shift, or required to remain at work two (2) hours or more after their regularly scheduled shift, shall be provided with the value of a meal that will not exceed \$17.00 (inclusive of taxes) which will be provided by direct deposit on the employee's next pay period. Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day.
- 35.07 There will be no contracting out of any service until the work has been offered *first* to current employees who are qualified to complete the work, unless the Manager of Transit after consultation with the Union determines that in doing so will hinder minimum service standards.**

ARTICLE 36 – PREMIUM PAY

- 36.01 Employees dumping and cleaning toilets and/or total cleaning of non-transit vehicles will receive ten dollars (\$10.00) per unit.

ARTICLE 37 – CLOTHING

- 37.01 The Corporation agrees to pay employees of the maintenance department, **Effective December 1, 2022**, this allowance will increase to **three hundred and forty dollars (\$340.00)**. **Effective December 1, 2023**, this allowance will increase to **three hundred and fifty dollars (\$350.00)**. **Effective December 1, 2024**, this allowance will increase to **three hundred and sixty dollars (\$360.00)**. Student maintenance employees will receive thirty-three percent (33%) of the full time employee boot allowance. This allowance will be payable by direct deposit on or about the 1st pay of **December**. Staff who engage in snow removal will receive a winter boot allowance of **one hundred and fifty dollars (\$150.00)** every three (3) years payable by direct deposit on or about December 1. The winter boots are to be stored at work, kept clean and maintained in good condition.
- 37.02 The shoe allowance must be used towards the purchase of C.S.A. approved or Green Patch shoes with the electric shock resistance rating (ohm patch) and must be worn at all times while on the job.
- 37.03 Maintenance employees will be provided with the following clothing issue upon successful completion of their probationary period:

- Five (5) shirts, long or short sleeves
- One (1) reflective tear away vest
- Five (5) pants/shorts
- Eleven (11) unlined coveralls (coveralls to be cleaned on a weekly basis)
- Every thirty-six (36) months, maintenance employees will be provided with a vest, lined coverall, a high visibility winter parka, winter hat and gloves.

The high visibility parka will be provided by the next scheduled order for a replacement parka.

The pants/shorts and shirts clothing issue will include upsizing, downsizing and repairs. Conversely, the parka and lined coverall will not include upsizing, downsizing and repairs. The uniforms, combination padlock and instruction manuals will remain Corporation property and shall be recoverable on demand. The old clothing issue shall not be worn once a new clothing issue has been distributed to the employee. Uniforms shall be worn only at times and for purposes authorized by the Corporation.

ARTICLE 38 – LICENSE RENEWALS

38.01 The Corporation will pay for the appropriate mechanical license renewal(s) for maintenance employees. Maintenance employees shall immediately report to the employer the loss of said license(s).

ARTICLE 39 – VEHICLE MAINTENANCE

39.01 The Employer will advise the Skilled Trades representative when outside contractors will be utilized for vehicle maintenance repairs.

39.02 New vehicle purchases shall include an in-house maintenance training session as determined with the Manufacturer and the Maintenance Supervisor and in consultation with the maintenance Lead Hand.

39.03 When an existing piece of equipment is modified or upgraded, the appropriate skilled trades staff shall be advised of the modifications or upgrade.

39.04 In the absence of the Maintenance Supervisor and Lead Hand in the maintenance area for longer than four (4) hours, the Mechanic designated by the Corporation will be designated the Acting Lead Hand and will receive \$3.00 per hour for all hours worked during 7:30am to 4pm while designated as Acting Lead Hand.

One (1) Mechanic who works on days Monday to Friday from 5:00 am to 7:30 am and the Saturday day shift, will receive a Shop Prep rate of **\$3.00** per hour for such hours worked.

There will be no pyramiding of premiums. **However, notwithstanding the foregoing, in the event the Acting Lead Hand is scheduled on a Saturday or Sunday, Article 11.05 or 11.06, as applicable, may also apply.**

**PART 4
TERMINATION**

ARTICLE 40 – TERMINATION

40.01 This Agreement shall be effective as of the 1st day of January, **2022**, and shall continue in full force and effect up to and including the 31st day of December, **2024**, and from year to year thereafter, unless either party gives written notice of termination or proposed revision of this Agreement to the other not more than ninety (90) days and not less than thirty (30) days before the 31st day of December in such year.

SCHEDULE "A" – WAGES

Being attached to and forming a part of the Collective Bargaining Agreement between the Corporation of the City of Sarnia (Transit Division) and UNIFOR and its Local 127.

During the lifetime of the Agreement from January 1, **2022** to December 31, **2024**, the following will be the minimum basic rates of pay:

January 1, 2022			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Operator	28.13	28.62	29.04
Maintenance Technician	30.36	30.92	31.36
Maintenance Assistant	26.38	26.86	27.41
Maintenance Technician Student Rate	17.72	17.72	17.72
Maintenance Assistant Student Rate	15.72	15.72	15.72

January 1, 2023			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Operator	28.63	29.13	29.56
Maintenance Technician	30.90	31.47	31.92
Maintenance Assistant	26.85	27.34	27.90
Maintenance Technician Student Rate	18.03	18.03	18.03
Maintenance Assistant Student Rate	16.00	16.00	16.00

January 1, 2024			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Operator	29.20	29.71	30.15
Maintenance Technician	31.51	32.09	32.55
Maintenance Assistant	27.38	27.88	28.45
Maintenance Technician Student Rate	18.39	18.39	18.39
Maintenance Assistant Student Rate	16.32	16.32	16.32

April 1, 2022			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Mechanic (Licenced)	33.61	34.06	34.54

April 1, 2023			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Mechanic (Licenced)	34.72	35.18	35.67

April 1, 2024			
Classification	Starting Rate	6 Month Rate	1 Year Rate
Mechanic (Licenced)	36.43	36.90	37.40

** special market adjustment for 310T Mechanic's

LETTER OF UNDERSTANDING #1 – RE: EQUIVALENT TIME OFF

The following will outline the process for taking equivalent time off for statutory holidays and overtime/vacations with pay:

Statutory Holidays

When a statutory holiday observed by the Corporation falls during an employee's scheduled vacation period on a scheduled work day or on a scheduled day off, the employee may choose to receive holiday pay or an extra day of vacation to be scheduled at a later date that is acceptable to the Corporation. Scheduling shall be in accordance with current practices for scheduling floating holidays. Christmas and Boxing Day can be taken anytime during the year. This time would be recovered from a final pay if an employee leaves Sarnia Transit prior to Christmas.

Overtime/Vacations with Pay

Each employee shall have the option of accumulating overtime worked in their own classification up to the equivalent of ten (10) working days per calendar year rather than receiving overtime pay. These accumulated days may be scheduled as additional vacation only after all regular vacation days have been scheduled by all employees and with the approval of the Corporation. Each employee shall notify Sarnia Transit in writing if they wish to accumulate overtime rather than receiving pay for overtime worked. Accumulated overtime that is not used in the calendar year shall be paid out at the end of the calendar year at the rate of pay at which it was earned. Scheduling shall be in accordance with current practices for scheduling floating holidays. Up to three (3) Operators may book accumulated equivalent time off on a daily basis in addition to the already scheduled vacation for that day.

Employees shall not be allowed to take their equivalent time off without prior approval from the Director of Transit or designate.

Please Note: Employees are not allowed to use any banked overtime in advance of working and accumulating the banked overtime.

All banked overtime and statutory holidays must be taken or approved to be taken prior to December 1st in each calendar year.

These provisions will be effective for the term of this agreement.

LETTER OF UNDERSTANDING #2 – RE: EXTRA WORK (OVERTIME) POLICY

The following will outline the process for the distribution of extra work:

Operators

An "extra work" sheet will be posted for signing on the company bulletin board on the first of every calendar month, and will be removed on the 4th Monday of every month, with a signed copy forwarded for the Chairperson of the UNIFOR, Local 127.

Only those operators who have signed the "extra work" sheet shall be considered for extra work for the following month, eg. sign in January for available work in February, etc. Signing of the "extra work" sheet will NOT be permitted once the sheet has been removed from the bulletin board.

An operator who has not signed the "extra work" sheet will only be offered extra work once all other avenues have been tried for filling the work (eg. splitting the runs amongst the operators who did sign the sheet, etc.) Any operator who did not sign the "extra work" sheet for one month, eg. December, but signs in January for February work, will be deemed bottom spare in regards to extra work for the beginning of the month that they signed for.

At the beginning of each month, extra work shall be offered only in direct relationship to the operator with the least amount of extra work recorded against them, excluding any operator who had not signed the "extra work" sheet for the prior month (see above).

Any operator working a mutual exchange with another operator shall be deemed bottom spare for that day, regardless of the extra hours worked, and shall only be offered extra work once all regular off day personnel who are eligible have been offered the extra work that is available. This shall also include operators who are from time to time, in the capacity of Acting Inspectors. When an operator has requested an "early finish", they will only qualify for extra work once all other avenues have been exhausted.

All extra work shall be disclosed to eligible off-day personnel starting with the operator with the least amount of extra work hours recorded against them (subject to the above exceptions) and so forth down the list. If an operator chooses the shortest piece of work (eg. 3 hours) and there has been a piece of work offered for eight and one-half (8½) hours, for example, that operator will be charged with the eight and one-half (8½) hours that was available and offered to the operator at that time.

Please Note: A charged workday will not exceed thirteen (13) hours in the same workday.

There will be no splitting of runs until all work has been offered to all eligible off-day personnel who signed the "extra work" sheet. A description of the work available, rather than the run number, will be provided upon request by the operator to whom the work is being offered.

If a new board becomes effective while an extra work board is in effect, and the operator's day off changes (eg. Mondays to Wednesdays), the operator's "extra work" hours will carry over to the new day off, and will be applied accordingly, regardless of whether that operator is high or low in "extra hours".

An operator who signs the "extra work" sheet shall be deemed available for any extra work. It will be up to the operator concerned to either accept or decline any extra work. The practice of an operator stating he or she is not available for work at certain times or on certain days before the extra work is offered is not permissible and will not be accepted.

This Letter of Understanding shall be appended to the Collective Agreement for its duration, and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #3 – RE: VACATION SCHEDULING

Effective in 2018, the scheduling of vacation for Operators and Maintenance employees will be as follows:

Operators

The vacation signup process will begin November 1. All vacation allotments will be submitted by January 31, employees may hold back one (1) week, which must be submitted for scheduling by September 1. Employees may cancel submitted vacations or submit request for mutual and submit for re-scheduling, with the understanding that the requests are for open time.

The Vacation Policy will be amended to allow up to five (5) Operators to be off for vacation when the City uses vacation relief operators during the requested vacation period.

Vacation shall be booked in one-week blocks. A vacation block shall start on a Sunday morning and weeks' vacation shall mean a calendar week of seven (7) days, to include five (5) scheduled shifts.

An Operator is allowed to book a maximum of two (2) weeks during prime time. Prime time is defined as the period commencing the first Sunday following the last day of school for elementary and or secondary students ending with the last Saturday before said students return to school. This is to include all school breaks of at least five (5) consecutive school days.

Two additional slots available during the prime time period will be offered in one (1) week blocks, through a lottery process in addition to the maximum of two (2) weeks available during prime time, per employee.

Part Time Operators

Part-Time Operators will have their own vacation selection process with 1 additional vacation column will be added to the vacation schedule to be used only by the Part-Time Operators. By seniority, Part-Time Operators will select their vacation with only 1 Part-Time Operator being away on vacation any given week. In cases where a part-time employee moves to vacation relief or full-time status, any previous approved vacation time selected will be honoured. There will be no splitting of vacation entitlement.

Maintenance Employees

The vacation signup process will begin January 1. Each maintenance employee will submit their vacation requests to the Maintenance Supervisor by March 31. Employees may hold back one (1) week which must be submitted for scheduling by September 1.

Vacation shall be booked in a one-week block. A vacation block shall start on a Sunday morning and weeks' vacation shall mean a calendar week of seven (7) days, to include five (5) scheduled shifts.

There will be a maximum of one employee off for each week per classification. Each Maintenance employee is allowed to book a maximum of two (2) weeks during prime time. Prime time is defined as the period commencing the first Sunday following the last day of school for elementary

and or secondary students ending with the last Saturday before said students return to school. This is to include all school breaks of at least five (5) consecutive school days.

This Letter of Understanding shall be appended to the Collective Agreement for its duration, and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #4 – RE: LOSS OF DRIVERS LICENCE FOR IMPAIRED DRIVING

The parties agree to the following procedure in the cases of loss of driver's licence for impaired driving:

On the loss of licence for impaired driving and/or a licence suspension, an employee will be granted an unpaid leave of absence until all related restrictions and/or conditions are removed.

1. Permissible work as may be available will be provided.
2. The employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. On return to work the employee will be assigned to the spare board until a mini sign up is completed.
4. The employee will contact Addiction Services at Bluewater Health to arrange for an assessment of their situation. If a course of treatment is recommended, the employee will complete the program and will attend any and all sessions associated with the treatment program(s).

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted, and employment will be terminated.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #5 – RE: JOINT ANTI-HARASSMENT POLICY

The Corporation of the City of Sarnia and the UNIFOR are committed to creating and maintaining a work environment that is free from workplace harassment and violence. The Corporation of the City of Sarnia and UNIFOR recognize that all employees have the right to work in an environment free from workplace harassment and violence.

The Corporation of the City of Sarnia and the Union agree that there will be no discrimination, interference, restraint or harassment and violence or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Corporation of the City of Sarnia and the Union agree that there will be no discrimination, interference, restraint or harassment and violence or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Corporation of the City of Sarnia and the Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Corporation of the City of Sarnia facility and includes, but is not limited to areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, parking lots and/or leased or owned vehicles/premises of the City.

In order to create an environment that is free of workplace harassment and violence, the Corporation is committed to a strategy of prevention and elimination that includes this Policy on Workplace Violence setting out a strategy of early identification and prevention of workplace harassment and violence.

Through leadership, supervisory and management staff will play a critical and significant role in ensuring that the work environment of the City of Sarnia is free from workplace harassment and violence.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender etc.;
- Unwanted physical conduct such as touching, patting, pinching etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation of the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a complaint:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, locations, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson immediately.

Investigation:

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately. Should the complainant wish to file a formal complaint in writing on the Human Rights Complaint form, this complaint may be processed through this joint Anti-Harassment Policy or the Corporate Human Rights and Harassment and Workplace Violence Procedures. Properly completed copies of this form will be forwarded to the Director of Transit and the Chairperson.

The Chairperson and a City representative will then determine if the complaint requires a special investigative team comprised of a Management and a Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative persons (2), if possible, will be comprised of at least one woman.

A formal investigation of the complaint will begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution:

The two (2) joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report* will be forwarded to the City representative and the Chairperson who will make a determination on an appropriate resolution. The Director of Transit and the Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Legislation of the Province of Ontario.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this

procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect of the spirit and intent for which this policy was rightfully developed and should be discouraged.

Right to Refuse:

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above, be developed by UNIFOR and the Company, and will be implemented as a part of this procedure.

All employees have a right to be free from reprisals or threat of reprisals as a result of filing a complaint or being party to the investigation of a complaint. Alleged reprisals are subject to the same complaint procedure and penalties as complaints or workplace violence.

The procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both UNIFOR and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

* incident report to be mutually agreed upon.

LETTER OF UNDERSTANDING #6 – RE: SKILLED TRADES COUNCIL DUES

Skilled Trades Council Dues

The Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor Skilled Trades Council, ½ hour per year from those employees who are deemed by the employer as a skilled trade as recognized in this letter. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter deductions will be made in January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the Local Union.

Skilled Trades Classifications

Skilled Trades for the purpose of this agreement shall be the following classifications: Mechanic (Licensed)

LETTER OF UNDERSTANDING #7 – RE: EXCESS HOURS OF WORK AGREEMENT

In accordance with section 17 of the *Employment Standards Act, 2000*, the parties agree as follows:

1. All employees of Sarnia Transit represented by the Union are governed by this agreement.
2. The Union consents on behalf of the employees in the bargaining unit to allow them to work beyond their regular work day to the daily maximum hours allowed by the Act, which is up to 13 hours in a shift.
3. The Union also consents on behalf of employees in the bargaining unit to allow them to voluntarily work beyond 48 hours in a week, to a maximum of 59 hours in a week.
4. This letter is only in effect with the approval of the Director, Employment Standards and may be revoked by the Company or the Union at any time with a minimum of 2 weeks written notice.

LETTER OF UNDERSTANDING #8 – RE: LABOUR MANAGEMENT COMMITTEE

The Employer and Union agree to establish and maintain a joint Committee whose purpose will be to promote cooperation and dialogue among the City of Sarnia Transit workers, its Employees and the Union by providing an amicable and efficient method of sharing and discussing information of mutual concern and of settling differences that might arise between the parties.

The Committee has not authority to revise, delete, add to or otherwise modify the terms of the Collective Agreement or to settle grievances arising under the Collective Agreement.

The Committee shall be comprised of an equal number of senior persons, three (3) each, selected by and representing the Local Union and Management and ensuring that there is at least one Union and one Management representative.

This letter of understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #9 – RE: WOMEN’S ADVOCATE

The Corporation agrees to assist UNIFOR to have a women’s Advocate trained by UNIFOR.

It is understood that this position will provide information only regarding available resources.

This letter of understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #10 – RE: DAY OF MOURNING

The Corporation in conjunction with the Joint Health and Safety Committee will communicate annually to City staff the day of mourning and what it represents including asking employees to take a moment of silence at 11:00 a.m.

This letter of understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

LETTER OF UNDERSTANDING #11 – RE: CLOTHING WORKING GROUP

The parties agree to establish a joint working group to discuss and consult regarding establishing a Clothing Working Group for the duration of the agreement. The working group will be established no later than sixty (60) days after mutual ratification and will be scheduled by the Manager, Transit and will consist of no more than three (3) members of the Union and three (3) members of Management. There shall be no changes to the agreed upon entitlements as provided in the current collective agreement. The working group will meet at a time and dates established by the group and discuss issues including but not limited to types of clothing, procurement, changes to the process and vendors.

LETTER OF UNDERSTANDING #12 – RE: ALTERNATIVE FUEL VEHICLES

During negotiations 2022, the Parties discussed the effects of the introduction of alternative fueled vehicles or non-traditional fueled vehicles. For the term of the 2022-2024 contract, the Employer did agree that should such be introduced, the employer would pay the full costs to have employees trained to work on the vehicles and would provide the tools necessary for those employees. The Employer further affirmed that such introduction would not trigger layoffs due to this technological change.

LETTER OF UNDERSTANDING #13 – RE: SELF INSURED SICK LEAVE WORKING GROUP

The parties agree to establish a joint working group during the term of the 2022-2024 contract between the Corporation of the City Sarnia and UNIFOR Local 914 to discuss and consult regarding self-insured sick leave. The working group will be established no later than 60 days after mutual ratification and will be scheduled by Manager, Transit and/or Human Resources and will consist of no more than three (3) members of the Union and three (3) members of management. The working group will meet at times and dates established by the group. Any decision(s) or discussions that occur with this committee will not be binding nor will the working conditions as set out in the collective agreement be altered or amended.

DATED AT WINDSOR, ONTARIO THIS 20th DAY OF April, 2022

**THE CORPORATION OF THE
CITY OF SARNIA**

Michelle Carter
Paul Stoltz
Dale Madley

UNIFOR AND LOCAL 914

Scott Anderson
Barbara McHenry
Barby

rs:cope343