



COLLECTIVE AGREEMENT

BETWEEN:

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

AND

**Unifor and its Local #4304
(hereinafter referred to as the “Union”)**

May 1, 2023 – April 30, 2026

Matter ID:

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ARTICLE 1: PURPOSE OF AGREEMENT

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

ARTICLE 2: RECOGNITION

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

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

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

Vehicle Operators and Dispatchers/Reservationists. Another department hereinafter referred to as department #2 (Fleet), consisting of all persons classified as Certified Motor Vehicle Trade Technicians, Automotive Service Attendants and related service personnel.

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

3.2 The Employer recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement, and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

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

ARTICLE 4: RULES AND REGULATIONS

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

ARTICLE 5: CHECK OFF

5.1 It is agreed that all Employees covered by this agreement shall become and remain members of the Union in good standing as a condition of employment. During the term of this agreement, there shall be a compulsory check-off of Union dues upon all employees of the Employer to which this agreement applies.

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

ARTICLE 6: STRIKES AND LOCKOUTS

6.1 During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the permanent, temporary and part-time employees.

ARTICLE 7: CORRESPONDENCE

7.1 Copies of all resolutions of Regional Council that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded electronically to the local President of the Union at least monthly by the Employer.

7.2 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the **Director of Labour Relations and Emergency Management** or designate and the President of the local Union, with two (2) copies to the Local Chairperson.

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

7.3 Where this agreement states a circumstance that requires notification to the Union, it is understood to be one of the President, Vice President and Chairperson. The employer will contact all three (3). It is agreed that email correspondence will satisfy this notification requirement.

ARTICLE 8: LAYOFF AND RECALL

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

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

8.2 A permanent employee laid off may exercise their bumping rights within their department in any job classification in their bargaining unit having a rate of pay the same as theirs or lower providing they are bumping a permanent employee with less seniority and they presently possess the required skill and ability to perform the job.

8.3 Should circumstances require a reduction of employees, part time/temporary employees shall be laid off first and then permanent employees starting with the least seniority.

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

Permanent employees affected by the layoff and who possess the required skill and ability to perform the work will

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

- 8.4 In the event of a layoff the Employer shall discuss with the Union the job classifications to be laid off at least sixty (60) days before the effective date of the layoff, and confirm such in writing.
- 8.5 The Union shall be notified in writing of all employees being laid off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 30 and Article 40 Seniority.

ARTICLE 9: UNION REPRESENTATION

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

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

- 9.2 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee.

- 9.3 The Union will advise the Employer of the names of the members of the Grievance Committee. Subject to the conditions regarding Step 3 of article 10.1, no more than four (4) union representatives shall be released on any one day to meet with the Employer.
- 9.4 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the Employer.
- 9.5 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer representatives on Union business, or for bargaining for a collective agreement, shall be paid for such time at their basic hourly rate, and shift and licence premiums, not to exceed their regular daily hours of work. Where the employer requires a representative of the union to attend a meeting outside of the employee's regular work period, all such hours in attendance at such meetings shall be paid at straight time to a maximum of eight (8) hours.

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

- 9.6 a) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.
- b) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their

supervisor of the nature and place of the grievance and the expected duration of their absence. Should the employee not be able to return to work within the expected duration of the absence, it is the responsibility of the employee to inform their supervisor that they will be late.

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

- g) The Employer shall not be liable for the pay of any member of the Union executive or other permanent employee represented by the Union when involved in preparation for, or attendance at arbitration hearings.
- h) Grievances shall not be investigated or processed while the permanent employees involved are working overtime.
- i) There will be no abuse or excessive use of time spent investigating grievances.
- j) If the Union advises the Assistant Manager or Manager at least forty-eight (48) hours in advance of the meeting that the grievor will be attending, the Employer will notify the grievor of the meeting time and place and shall provide shift coverage in Department 1.

9.7 The Union President or designate will be relieved from work and allowed twenty (20) minutes to acquaint one (1) new employee or the Union President and one (1) other representative or designate(s) sixty (60) minutes to acquaint three (3) or more new employees with the Collective Agreement and the Union's function during the third week of Transit Basic Course for Department 1 and within one (1) month of the hire date for Department 2. The aforementioned twenty (20) minutes will be scheduled by the Employer.

9.8 In critical incidents, as referred to in **Article 27.5**, the Union President or designate shall be notified and may attend the scene. No Union Representative shall interfere with, impede

or otherwise delay the accident investigation or completion of the accident report.

- 9.9 The Employer will notify the Union of the establishment of any committees where Unifor members have been asked to participate in order for the Union to appoint a representative if they so choose. Nothing in this clause precludes the Employer from appointing UNIFOR members to also sit on a committee (excluding standing committees).

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Step 1 Complaint Stage

It is understood that a permanent employee has no grievance until they have first given their Supervisor or the Assistant Manager or nominee in Department 1 or the Supervisor or Manager in Department 2 as the case may be, an opportunity of adjusting their complaint.

Such complaint shall be discussed with the Supervisor or Assistant Manager or nominee, indicating the nature of the complaint, the remedy sought and the section(s) of the Agreement, which are alleged to have been violated within seven (7) calendar days after the circumstances giving rise to the complaint having occurred.

The Supervisor or Assistant Manager or nominee will render their decision within seven (7) calendar days following the day on which the complaint was presented. Failing settlement, it may then be taken up as a Step 2 grievance within seven (7) calendar days following the decision of Supervisor or the Assistant Manager or nominee.

There shall be no grievance investigation until Step 2 is invoked.

Failing settlement – then Step 2 may be invoked

Step 2

Within seven (7) calendar days following the decision under Step 1, a Grievance Committee member or designate may submit the written grievance in person or electronically to the Manager (Department 1) Assistant Director (Department 2) or nominee indicating the nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged to have been violated.

Subject to the availability of the parties and the Grievor, the parties will attempt to meet within fourteen (14) calendar days at which time the matter will be reviewed. This time limit maybe extended upon by written (email) request by either party. Such request shall not be unreasonably denied.

The Manager (Department 1) Assistant Director (Department 2) or nominee will deliver their decision in writing within seven (7) calendar days following the day on which the Step 2 grievance is presented to them.

Failing settlement - then Step 3 may be invoked.

Step 3

Within seven (7) calendar days following the decision under Step 2, the Grievance Committee may submit the written grievance in person or electronically to the Employer's **Director of Labour Relations and Emergency Management** or designate indicating the nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged to have been violated.

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

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

- 10.2 A policy grievance arising directly between the Employer and the Union alleging a violation of this Agreement, in regard to which an individual employee could not grieve, may be originated under Step 3. Failing settlement under Step 3, it may be submitted to arbitration in accordance with Article 11.

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

10.3 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration within 20 full calendar days, as set forth in Article 11.

If no written request for arbitration is received within twenty (20) full calendar days after the decision under Step 3 is given it will not be eligible for arbitration.

10.4 Grievance responses shall be in writing and sent to the Union President, Chairperson and Union Representative who attended the meeting via email. A copy will be provided to the grievor by the Employer. Time limits contained herein may be extended upon mutual consent.

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

10.6 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.

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

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

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

ARTICLE 11: ARBITRATION

11.1a) Any grievance referred to arbitration/mediation-arbitration must be referred to an agreed upon arbitrator appointed by the parties within six (6) months of the referral to arbitration or the grievance is considered withdrawn.

b) Mediation-Arbitration action will be jointly decided by the parties.

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

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

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

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

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

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

Employees who decline union representation will sign a waiver to that effect. Such waiver will be signed prior to any interview occurring.

For the purpose of clarification, departmental shall mean the department and location from which the employee belongs (i.e. Conventional Cambridge, Mobility Kitchener etc.).

- b) Upon completion of the Employer's investigation, the employee and the Union will be provided (electronically or in writing) a description of the conclusion(s) reached.
- c) Nothing in this Article shall be construed as restricting the Employer's right to stand down with pay or suspend without pay a Permanent/Temporary employee pending the outcome of an investigation. Part Time employees will receive pay and seniority for 12 hours per week while on stand down.

d) When standing down or suspending an employee the Union will be informed via email immediately.

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

12.3 A claim by an employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at Step 3 of the grievance procedure within seven (7) calendar days after the discharge, suspension or demotion and the first steps of the grievance procedure will be omitted in any such case. Suspensions will not be served until Step 3 of the grievance procedure has been completed.

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

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

12.4 Management, when imposing disciplinary action for a current incident, will not take into account any prior infractions in accordance with the following principles:

- Verbal and written warnings will remain on the employee's file for 12 months
- Suspensions will remain on the employee's file for 24 months

Discipline imposed as a result of a preventable collision will remain on file **for** twelve (12) months.

Where a leave of absence in excess of three months has occurred, the time that discipline remains on file will be extended by the length of the leave.

- 12.5 a) In the event that Management receives any complaint which will form the basis of current or future discipline against an employee(s), the employee(s) will be provided with a copy of such complaint (including any documentation) prior to any meeting with the Assistant Manager or above, and will have the opportunity to review the complaint with a union representative immediately prior to any meeting with management. Only signed customer complaints against an employee will be considered for disciplinary purposes or become part of any employee's personnel file.
- b) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to Grand River Transit within twenty-one (21) days of the incident in question. If such complaint is not received within the above time limit, the incident/complaint will not be considered for discipline, unless such complaint falls within the scope of the Criminal Code. Such complaint will

not become part of the employee's Human Resources file. A photocopy will also be presented to a member of the Union Executive.

- c) Nothing herein will prevent GRT from interviewing employees concerning verbal complaints or emails. However, verbal complaints or emails including any social media must be followed by a written complaint to result in disciplinary action.

12.6 The Union shall provide a list of departmental representatives. The Employer will be able to choose from these representatives based on proximity and availability. The Union reserves the right to modify this list. This does not preclude the Union from requesting issue specific representatives.

12.7 The parties agree that coaching, training, and letters of counsel are non-disciplinary.

12.8 When an investigation meeting is scheduled the steward or designate shall be advised of the nature of the investigation 12 hours in advance, under normal circumstances. Where a same day meeting is required, 30 minutes advance notice will be provided.

ARTICLE 13: SPECIFIED HOLIDAYS

13.1 Each permanent and temporary employee covered by this Agreement is entitled to twelve (12) paid specified holidays regardless of the day on which the holiday occurs, and who

has worked their regular shift on their regular work day preceding such holiday and the regular work day succeeding such holiday, or has obtained authorized leave of absence for such work day, the Employer has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they are scheduled to do so. The holidays to which this will apply are:

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

Part time employees who have passed probation are not entitled to paid specified holidays (Easter Monday and Remembrance Day).

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called the floater holiday. The individual scheduling of this floating holiday will be scheduled based on the proxy process outlined below.

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

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

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

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

CONVENTIONAL OPERATIONS

LOCATION	SIGN UP PERIOD	NUMBER OF DAYS AVAILABLE:		
		WEEKDAYS	SAT	SUN
KW Service Area	Fall	7	4	3
	Christmas	8	6	4
	Winter	7	4	3
	Spring	7	4	3
	Summer	6	5	3
Cambridge Service Area	Fall	3	3	2
	Christmas	5	4	3
	Winter	3	3	2
	Spring	3	3	2
	Summer	4	3	2

MobilityPLUS

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

	Summer	2	2	2
Cambridge Service Area	Fall	2	2	2
	Christmas	2	2	2
	Winter	2	2	2
	Spring	2	2	2
	Summer	2	2	2
Dispatch	Fall	1	1	1
	Christmas	1	1	1
	Winter	1	1	1
	Spring	1	1	1
	Summer	1	1	1

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

The following qualifications will apply to the floater holiday:

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

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

13.3 Employees who have been absent and without pay from the Region for any reason for more than thirty (30) calendar days shall not qualify for future specified holidays until their return to active employment.

ARTICLE 14: LEAVE OF ABSENCE

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

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

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

14.2 b) Up to **ten (10)** union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union business. The number of employees with access to this leave shall not exceed **seven (7)** from conventional and a

combination of **three (3)** between mobility plus and department 2. The above number **does not include** any leave taken by the President of the Union. Such leave shall not cause a significant impact on the employer's ability to meet service requirements

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

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

14.4 **Personal Leave of Absence**

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

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

14.6 Pregnancy/Parental Leave

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

The Region shall pay the waiting period for the Employment Insurance **Maternity/Parental** leave benefit at seventy-five percent (75%) of the current weekly earnings. **The employee will be eligible for a total number of weeks of top-up in accordance with the Region's Leave of Absence Policy (*Human Resources Policy III-19*), in effect on May 1, 2023.**

Payments above **will** be paid retroactively after proof is provided that the employee is in receipt of EI benefits.

14.7 Family Illness Leave

Permanent full-time employees may use paid family sick and/ or unpaid family sick provided the total amount of paid and unpaid family sick does not exceed ten (10) days, to a maximum of eighty (80) hours.

The Attendance Management Program (AMP) shall exclude paid and unpaid family sick to a maximum of eighty (80) hours per calendar year from the coverage of

the AMP and the threshold data calculation, because of an absence caused by the illness, injury or medical emergency for the following individuals;

- (a) the employee's spouse,**
- (b) a parent, step-parent or foster parent of the employee or the employee's spouse,**
- (c) a child, step-child or foster child of the employee or the employee's spouse,**
- (d) a grandparent, step- grandparent, grandchild or step grand-child of the employee or of the employee's spouse,**
- (e) the spouse of a child of the employee**

14.8 Paid Domestic Abuse Leave

For employees accessing the Domestic or Sexual Violence job-protected leave of absence under the Employment Standards Act, the Region will provide up to an additional five (5) paid days and the remainder will be unpaid. The terms of the leave will be in accordance with the Employment Standards Act.

ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT

15.1 Employees who are required to serve as jurors or subpoenaed witnesses in any court shall be granted approved leave of absence for these purposes. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Prior to jury duty or as a subpoenaed witness, such employee shall present to their

Director, Transit Services, a satisfactory certificate showing the period of such service.

- 15.2 Such permanent/ temporary employee will be paid their crew/shift value based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the Commissioner, Human Resources and Citizen Service or designate, the full amount of compensation received, less the amount earned on their days of rest, excluding mileage and travelling expenses, and an official receipt therefore.
- 15.3 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because **they** performed jury or witness duty.
- 15.4 If an employee is subpoenaed by the Employer to appear as a witness for or on behalf of the Employer on a signed for scheduled day off, the full time/temporary employee will be paid their crew/shift value at the appropriate rate of pay and part time employees will be paid for hours attending the hearing, providing they present to the Director, Transit Services a satisfactory certificate showing the period of such service, and further provided they deposit with the Chief Financial Officer and Treasurer of the Employer the full amount of compensation received from the court.

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

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

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

ARTICLE 16: BEREAVEMENT PAY

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

Employees may elect to set aside two (2) days of their bereavement entitlement for the purpose of attending a memorial or burial service to be held at a later date, but no later than six (6) months following the original bereavement leave request.

In the case of a death in the immediate family of an employee, the Employer shall grant a leave of absence of three (3) consecutive working days to the employee with pay

based on their crew/shift value. Such days to be taken within either five (5) working days before or after the day of the funeral.

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

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

For part time and temporary employees this applies to scheduled hours only.

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

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

ARTICLE 17: MEDICAL EXAMINATIONS

17.1 Employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate specifying the individuals capabilities and limitations as they relate to the job duties from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Supervisor and/or Assistant Manager by the employee prior to coming to their work assignment. The Employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Employer.

17.2 An employee may be required to submit to an examination by the Employer's medical examiner or by another physician selected by the Employer. The employee and the Employer shall be entitled to a copy of the report of such examination. The Employer will pay the cost of the medical examination. If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Employer without consent of the

employee, who may wish to use the same in support of a claim for special consideration.

17.3 Employees who are required to undergo a Ministry of Transportation medical in order to maintain a driver's licence, and such licence classification is a condition of employment, will have the cost of such medical paid for by the Employer.

ARTICLE 18: INVESTIGATIONS OF COLLISIONS/INCIDENTS

18.1 All employees involved in a collision while on duty must remain at the scene of the collision and report it to a supervisor immediately. All employees must complete their initial collision/incident reports at the scene of the collision/incident and complete same within their scheduled hours of work. In certain instances, Management will direct that the collision/incident report be completed after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay.

While the report will typically be completed on the Employer's premises, the employee may request to complete it off site. Where an employee is unable to complete the collision/incident report the day of the **collision**/incident due to a reason acceptable to the Employer, the report must be completed by the end of the following day at a time outside of their scheduled hours of work (i.e. not relieved) at the appropriate rate of pay. The parties further agree that Article 34.1 is not applicable.

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

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

ARTICLE 19: OPERATIONS AND UNION MANAGEMENT COMMITTEES

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

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

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

19.3 **a)** The Operations Committee shall meet six (6) times per year. Employees attending Operations Committee meetings who have been relieved from their scheduled duties to attend such meeting, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of three (3) hours. Meeting

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

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

b) The Region is willing to investigate areas where safety concerns have been identified to proactively develop initiatives which could include operator training, enhanced security presence and security system improvements. Each concern will be reviewed at the appropriate committee meeting. In the event that the committee cannot get their concerns resolved, the concerns will then be brought forward by the chairperson to the following union/management meeting.

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

and only where all other matters on the agenda have been dealt with.

19.5 There shall be two (2) scheduling committees. One for Conventional Operations and one for Mobility*PLUS*. The Scheduling Committees shall meet five (5) times per year. At least one (1) meeting will be attended by either the Director of Transit or the **Director of Labour Relations and Emergency Management**. Employees attending Scheduling Committee meetings who have been relieved from their scheduled duties to attend such meetings, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time shall be paid for a maximum of two (2) hours.

The Union shall appoint three (3) members to represent Conventional Operations KWSA, two (2) members to represent Conventional Operations CSA and two (2) members to the Mobility*PLUS* Committee.

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

The Union can approach management once in a calendar year to arrange a Department 2 scheduling committee meeting which will include two (2) union members.

ARTICLE 20: BULLETIN BOARDS

20.1 Locked (at the Union's expense) bulletin boards shall be provided in all departments for Union purposes. The Union shall have the right to post general notices of Union

activities but shall not, however, post notices which are of a civic or personal nature or notices which are derogatory.

ARTICLE 21: EMPLOYEES

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

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

Part-Time Employees - part time employees may be employed but shall not exceed a maximum of twenty per cent (20%) of the total Unifor Local 4304 workforce. Unifor Local 4304 retirees and trainees would be deemed to be excluded from the maximum of twenty per cent (20%) number. Such part time employees in conventional, fleet and dispatch shall not work in excess of thirty-two (32) hours in a week. Mobility Plus part time operators shall not work in excess of twenty-four (24) hours in a week. Part time employees shall be used only to supplement the full time work force. The purpose of the part time bid list is to improve the quality of work for the full time staff.

For Conventional Operators only: where overtime offers have been exhausted, part-time staff can be offered to work to a maximum of forty (40) hours in a week. For clarity, open work will first be offered to spare board, part time under thirty- two (32) hours, full time from overtime list, temporary full time from overtime list, and then any part time staff.

It will not be considered a refusal if part time staff decline voluntary hours over thirty-two (32).

Weekend shifts will be made available to part time employees to sign. All of the shifts on the part time weekend bid list must be signed by part time employees. Part time employees can sign for a maximum of one (1) weekend shift per week by seniority. If all of the part time weekend shifts are not filled, part time employees will be able to sign for more than one (1) weekend shift per week. Remaining open shifts will be assigned by reverse seniority. The employer agrees to provide the Union on a weekly basis, a full report from both north and south divisions of all hours and shifts worked by part time employees.

The purpose of part time employees is to enable the Region to meet its operational requirements when full time employees are not available for their regular schedule, and to provide weekend work.

Part-time employees are within the scope of this Agreement only insofar as basic pay, travel time, report time, lunch (travel time, report time and lunch not to be included in hours worked), check off, and the Grievance and Arbitration Procedure in respect to discipline only.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months, **where they will then be reverted back to Part Time for one (1) week.**

Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment. Any temporary employee retained for a period of more than ten (10) months shall automatically become a

permanent employee. Temporary Employees shall be used to replace permanent employees on extended absences (i.e. a week or more). In Specialized only, temporary employees may be used to cover vacation.

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

21.2 Part-time Availability for Department 1

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

All part-time employees must commit to working at least four (4) weekend dates per month (covering a 24 hour period starting with the daily service schedule). Weekend dates to include Friday, Saturday and Sunday. Part time employees may be required to work statutory holidays on a reverse seniority basis. Part time employees on a temporary full time assignment may be required to work statutory holidays on a reverse seniority basis, after the part-time list has been exhausted.

Part time employees who sign for weekend shifts via the part time weekend bid list process can reduce their weekend availability commitment by an equivalent number of shifts, but must still provide a minimum availability of eight (8) full shifts per month in addition to the weekend shifts signed for via the bid list process.

Part time employees will be precluded from including statutory and specified holidays as part of their minimum availability.

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

A part-time employee who refuses or is unable to be contacted for six (6) shifts in a two consecutive month period or twenty-five (25) refusals in a calendar year for which they committed availability as per the above shall have their name removed from the part-time seniority list and cease to be employed by the Region.

A temporary full-time employee who is scheduled and unable to work six (6) shifts in a two consecutive month period or twenty-five (25) shifts in a calendar year shall have their name removed from the part-time seniority list and cease to be employed by the Region.

Part-time employees assigned scheduled work or employees in temporary full-time assignments will only have access to refusals for “ESA-related” reasons.

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

The employee will have the opportunity to respond to a missed call within fifteen (15) minutes. Failure to respond within fifteen (15) minutes will result in a refusal. This does not prevent the

employer from continuing to attempt to assign the shift, or from assigning the shift(s) available.

The employer agrees that part-time employees shall not be utilized as spare board.

21.3 PT Availability Sign-Up Process

Part-time Operators will:

- Provide a minimum of 8 full shifts per month
- Must commit to working at least 4 weekend dates per month (and Saturday, Sunday bid list work remains status quo)
- Part timers may be required to work on specified holidays - work will be assigned on a reverse seniority basis

Part-time Operators will provide availability via a sign-up process:

- Currently will reflect existing operator sign up and will move to monthly when on line transition is complete
- On-line, using Regional specified software
- By seniority

Sign-up process:

- Management will determine the number of available part-time signing spots by day per month
- All Part-timers will provide their minimum 8 full shifts at the time of signing
- Signing will be done by seniority

- Sign-up process will follow-up the on-line process as determined by the above-mentioned implementation committee similar to vacation and stat lieu day sign-ups

The parties recognize the implementation committee needs to address part time employees returning to part time after a temporary placement

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

Part-time employees are within the scope of this Agreement only insofar as basic pay, travel time, report time, lunch (travel time, report time and lunch not to be included in hours worked), check off, and the Grievance and Arbitration Procedure in respect to discipline only.

21.5 Retirees

The Region will supply a bus pass to all retirees.

ARTICLE 22: PAY PERIOD

22.1 Pay day will be every Friday.

ARTICLE 23: COPIES OF AGREEMENT

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

ARTICLE 24: JOB SECURITY

- 24.1 No employee who has completed their probationary period shall be laid off as a result of the Employer exercising its right to contract out.
- 24.2 In the case of warranty work, the Employer shall endeavour to have such warranty work completed by appropriate agents of the original equipment manufacturer (OEM). When viable, the Employer will arrange to provide training and courses that will furnish the bargaining unit employees with such certification necessary to complete such warranty work. In such cases where the OEM agrees and it is viable for the Employer, a Regional employee with such certification may complete such warranty work. The Employer agrees upon request of the union to explain the nature of the work that is being performed by an OEM or their agent. Where OEM/warranty work is going to be performed (repairs and component rebuilds), the employer shall provide a minimum of 24 hours notice to the Union of such work.
- 24.3 Where practical and viable, should the manufacturer's agent perform the work at the Employer's facility, a tradesperson shall be assigned to accompany and assist the agent performing the work. The Employer agrees to provide these work assignments at a minimum of twelve (12) times per calendar year.
- 24.4 No less than thirty (30) days before the Employer makes a recommendation to any Committee of Council to contract out work or services that could be performed by employees of the bargaining unit, the Employer shall make available to the

Union any relevant information in its possession if requested, and which it can reasonably obtain that may be required by the Union to evaluate the work to be undertaken in order to discuss the matter with the Employer.

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

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

ARTICLE 25: VEHICLE SAFETY AND DRIVER'S LICENCE

25.1 It is to the advantage of both the Employer and the employees that employees should not operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee refuses to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

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

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

ARTICLE 26: EMPLOYEE BENEFIT PROGRAM

26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the by-laws of the Employer. Employees who have been absent and without pay from the Region for any reason for more than thirty (30) calendar days shall not accrue vacation and sick leave entitlement. This includes employees on LTD and WSIB benefits.

Six (6) months after LTD is exhausted, a non-disciplinary letter of termination will be sent and severance will be paid as per the Employment Standards Act.

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

ARTICLE 27: HEALTH AND SAFETY

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

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

- a) Joint Health and Safety Committee (s. 9 of OHSA)
- b) Company Duties (s. 25 OHSA)
- c) Disclosure of Information [ss. 26 (1)(c)(d)(e)(f)]
- d) Right to Accompany Inspectors (ss. 54 (3))
- e) Right to Refuse Unsafe Work (s. 43)
- f) Workplace Violence Policy (s. 32.0.1)

27.2 The Employer will pay the cost of legislated certification training for all labour members of the Joint Health and Safety Committees. Such training could be provided by the Workers Health and Safety Centre or any other WSIB certified training centre.

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

27.4 With respect to workplace violence and in accordance with the Ontario and the Occupational Health and Safety Act, the Employer agrees to develop and maintain a written policy addressing workplace violence and a program to implement this policy.

The Employer further agrees to provide the Joint Health and Safety Committee with a written copy of any risk assessment(s) completed and any subsequent reassessments.

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

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

The Union President or designate shall be notified and may attend the scene. No Union Representative shall interfere with, impede or otherwise delay the accident investigation or completion of the accident report.

ARTICLE 28: TECHNOLOGICAL CHANGE

28.1 Technological change shall be defined as the introduction of equipment different in type from that previously utilized which negatively affects an employee's employment status such that the person is declared redundant or the hourly rate of pay is reduced. The Employer agrees to notify the Union of such technological change as far in advance of its intentions and plans but at least ninety (90) days in advance of the introduction of the change.

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

- a) the nature of change (e.g. changes to working conditions, terms and conditions of employment, and skills required)

- b) the approximate date of which the Employer proposes to effect the change
- c) the approximate number, type and location of employees likely to be affected by the change.

The Employer shall provide the Union with regular information updates.

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

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

DEPARTMENT # 1

ARTICLE 29: PROBATION OF EMPLOYEES

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

29.1 All persons hired to be permanent employees, shall be on probation for ninety (90) days worked. All part time Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked. The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

ARTICLE 30: SENIORITY

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

The employer will provide the Union President with an electronic report listing contact information for all bargaining unit employees twice per year.

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

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance/arbitration procedure;

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

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

sickness, death in the family, accident and other legitimate reasons.

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

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

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

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

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit or to a different seniority list, unless prior to the expiration of three (3) calendar months they are returned to the

bargaining unit, in which case the Union shall be advised in writing a minimum of one (1) week prior to their return.

b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of the bargaining unit. This may be extended by mutual written consent of the parties.

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

A permanent employee continuously acting in a temporary supervisory position shall accumulate seniority and pay union dues for up to six months. The employee shall not sign for bidlist work while in a temporary supervisory position. When they return they will displace a temporary employee for the remainder of the sign-up. The vacancy resulting from the employee acting in a temporary supervisory position may be assigned to a temporary employee for the remainder of the current sign-up. If the employee continues in this position after six (6) months (but not to exceed twelve (12) calendar months), the permanent employee's seniority will be frozen and no Union dues will be deducted. Once the employee returns to the bargaining unit, they are not eligible for re-assignment to a temporary supervisor position for three (3) months.

30.5 A part-time employee or temporary employee who is hired to a permanent employee without a break of at least **one (1)** week in service shall be credited with one half ($\frac{1}{2}$) of their in-

service hours worked towards their probationary period to a maximum-forty five (45) days. Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked.

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

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

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

30.7 Employees shall not accrue seniority until they have completed their initial training period.

ARTICLE 31: JOB POSTING

31.1 The Employer will place a permanent job posting in all departments covered by this Agreement. Interested members of the bargaining unit may place an application at any time. All applicants shall be considered when vacancies occur. When a full time vacancy becomes available the employer must fill a vacant position within six (6) weeks from the date the vacancy occurs. Where the Employer is not intending to fill the vacancy the bargaining unit will be

notified within thirty (30) days of the position becoming vacant.

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

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

31.3 The Union shall be advised by email as to the outcome of all job postings, cancellations, hirings, rehiring's, terminations on a weekly basis. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

31.4 The Union shall be notified in writing of all appointments, promotions, layoffs of employment on a quarterly basis.

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

obligated to select a Supervisor from the applications submitted from department #1.

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

31.6 If the Employer declares a vacancy in either the **Kitchener-Waterloo Service Area (KWSA)** or the **Cambridge Service Area (CSA)**, employees of the same job description in the other division will be entitled to apply under the following conditions.

There will be a list kept where employees can add or delete their names. This list will keep track of the employees wanting to change **service areas (KWSA or CSA)** or classifications in **both Conventional Mobility Plus**. **The list of employees wishing to transfer from one service area to another will be sorted in order of seniority, however, any employee who has been forcibly moved from one service area to another (I.E., compulsorily moved by the Employer to meet its service requirements) will have their name added to the top of the list, foregoing seniority.** In order to be considered, an employee's name must be on the list by **08:00 hours** on the day the vacancy occurs. This list will be used to fill job postings in order to expedite the process.

- a) If the vacancy is in the **KWSA**, employees in the **CSA** will be entitled to apply, and vice versa. One move each way

only. The employee transferring will assume the open shift created by the movement.

b) The resulting open shift from employees transferring will only be offered to spareboard operators whose seniority is less than that of the operator being replaced in that location, and if taken by a spareboard operator, the most senior part-time employee will be offered a permanent position and will assume the spareboard shift.

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

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

c) In the event that no permanent employee in the classification wishes to transfer as outlined in a) above, other permanent employees in different classifications will be considered for the vacancy prior to part-time employees.

ARTICLE 32: VACATIONS

32.1 a) The qualifying year for Conventional Operators shall be from **January 1st to December 31st of the previous year.**

b) The qualifying year for Specialized Operators and Dispatchers/Reservationists shall be from January 1st to December 31st of the current year.

32.2 Vacations must be taken within the twelve (12) month period commencing the winter sign-up in each year and vacations shall not be accumulated. Permanent employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying one (1) week's vacation to the next vacation period. In exceptional circumstances, employees may request to carry forward more than one week with the approval of the Director, Transit Services and the **Director, Labour Relations and Emergency Management**.

Requests shall be made in writing to the Director, Transit Services or designate at least two (2) months in advance of the vacation sign-up. This request must include an explanation of why it is necessary to carry the vacation over and the vacation must be taken in the next calendar year. Granting of such requests will be at the sole discretion of Management. Where such permission is granted, the one (1) week carry-over must be signed for in accordance with the normal vacation sign up procedure the next vacation sign up. Employees with five (5) weeks vacation or more could access a week of single days. They would need to notify the Director, Transit Services or designate two (2) months in advance of the vacation sign up of their intention to book a week of single days.

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

Vacation entitlement shall be determined as follows:

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year – But less than 2 years	2 weeks
Not less than 2 years - But less than 7 years	3 weeks
Not less than 7 years – But less than 15 years	4 weeks
Not less than 15 years - But less than 23 years	5 weeks
Not less than 23 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

32.4 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement.

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

- 32.5 a) In the vacation year, permanent Conventional employees shall receive forty-two and one-half (42 ½) hours pay for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of November of each year.
- b) For Specialized employees, vacation pay shall be forty (40) hours for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of January of each year.

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

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

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

d) the dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The vacation sign-up shall be held at the location listed on the vacation sign-up schedule. The vacation sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the vacation sign-up schedule). The vacation sign-up shall be conducted by two (2) representatives of the Union. The Union representatives shall be paid by the Employer.

Permanent employees shall be prepared to sign on the date and at time requested. A sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee shall be determined. Permanent employees are listed according to seniority.

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

32.8 No permanent employee shall be entitled to initially sign for more than two (2) weeks vacation during the period commencing with the fourth Monday in June and ending with

the Sunday before Labour Day. However, any employee entitled to four (4) or more weeks vacation may elect to hold one (1) week on the premise of obtaining an additional week during the above period. Any employee may elect to hold back week(s) to sign later on with another employee. Any employee choosing the options above shall notify the Union President or nominee conducting the sign-up.

**Vacation weeks that were “held back” will be inserted into the vacation sign up holiday spare number that corresponds to the seniority of the operator who held the week back. In addition, when operators leave the employ of the Region thus creating “open” weeks in the vacation board, it will be adjusted prior to each work sign up. These adjustments will ensure that holiday spare work is aligned in seniority order.

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

32.10 Vacation pay shall be paid by the Payroll Division in accordance with the vacation schedule completed by permanent employees in accordance with Article 32.7.

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

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

ESA leave or approved WSIB claim where benefits continue).

ARTICLE 33: HOURS OF WORK AND OVERTIME

33.1 The standard work week for permanent and temporary employees in Department #1 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period, commencing with a Monday, and shall be paid a minimum of eight (8) hours pay per day worked. Failure to perform the work as assigned will result in forfeiture of the minimum for the day. It is understood that the provisions of this Article shall not be a guarantee as to hours of work per week, nor as a guarantee of working schedules. For **the** purpose of this Article, computation of eight (8) hours shall include start up time and lunch time. A permanent or temporary employee who is required to work on their scheduled days of rest shall be paid in accordance with Article 33.12. This Article shall not apply to employees called-in to work under the provisions of Article 34.

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

Voluntary Assignments (VA's) will be filled by available permanent employees and or part time employees.

If insufficient operators volunteer or accept such work, the Employer reserves the right to re-assign the work to any available operator on a reverse seniority basis, unless it is

an operator's scheduled day off. The posted paid hours of pay shall apply.

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

33.4 a) All permanent and temporary Conventional employees shall be paid at the rate of time and one-half ($\frac{1}{2}$) for all work in excess of eight (8) hours and thirty (30) minutes in any one day. Appropriate government legislation will be observed for the purpose of calculating overtime payment where required. There shall be no pyramiding of premiums.

b) All permanent and temporary MobilityPLUS employees:

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

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

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

- b) Specialized Operators shall have a one (1) hour paid lunch break for shifts of nine (9) hours or more or one-half ($\frac{1}{2}$) hour paid lunch break for shifts up to nine (9) hours.
- c) Dispatchers/Reservationists shall be scheduled for two (2) fifteen minute paid breaks and have one half ($\frac{1}{2}$) hour unpaid lunch break. These breaks shall be scheduled by management.
- d) Specialized Operators scheduled breaks shall not fluctuate from the bidlist by more than fifteen (15) minutes.

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

33.7 a) Permanent and temporary employees shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) for all time worked in any one work day after eleven (11) hours of spread time. Spread time on scheduled runs shall not exceed twelve and one-half ($12 \frac{1}{2}$) hours.

- b) Management will notify the Union of their intent to implement any new three (3) piece work crews and will discuss their intent with the Scheduling Committee prior to posting the new signup.

Travel Time Allowance – Conventional Operations

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

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

Straight Crews

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

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

Split Crews

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

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

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

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

For the purposes of calculating the payment of travel allowance, the travel time allotted to the corresponding actual distance between relief points shall be used. The actual distance and the corresponding travel allowance are identified in the following manner:

Travel Time Allowance			
Travel			Time Paid
Garage 1	to/from	Conestoga Station	55 min
Garage 1	to/from	Fairview Station	40 min
Garage 1	to/from	Boardwalk Station	60 min
Garage 1	to/from	Conestoga College	40 min
Garage 1	to/from	Sunrise Station	15 min
 			
Garage 3	to/from	Fairview Station	70 min
Garage 3	to/from	Conestoga Station	15 min
Garage 3	to/from	Boardwalk Station	50 min
Garage 3	to/from	Conestoga College	85 mins
 			
Garage 2	to/from	Cambridge Centre	10 min
Garage 2	to/from	Ainslie Terminal	25 min
Ainslie Terminal	to/from	Cambridge Centre	10 mins

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

Note: For any conditions that result in a travel time allowance change for Department 1 (may include, but not limited to - Introduction of new relief points, Network Improvements, etc.). These times will be re-evaluated against standard trip planning times (GTFS), and adjusted accordingly.

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

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

b) Specialized Operators' schedules are inclusive of fifteen (15) minutes "up and down time". This fifteen (15) minutes refers to a ten (10) minute report time and a five (5) minute shut down time.

c) The Employer shall endeavor to ensure proper washroom facilities are accessible at relief points and/or layover points.

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

Equitable shall mean that operators that have signed the daily overtime list will be offered work based on total hours worked for the calendar year and seniority. Any errors or omissions in the above and/or below procedure shall be

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

(b) These are the guidelines for covering overtime.

- 1) Total hours worked will be accumulated annually (Jan- Dec).
- 2) Hours worked will be posted daily.
- 3) Equal overtime hours worked goes to Senior Operator.
- 4) Persons signing for part shifts and then refusing will be recorded a refusal assessing the smallest number of hours offered. Persons signing for a full shift and then refusing will be recorded a refusal assessing the value of the full shift refused.
- 5) Overtime will be available only on trades (no overtime on giveaways).
- 6) Availability for overtime must be signed for on SelfService. Region's provided system.**
- 7) Operators have until 11:00 a.m. the day before the available work to sign **on the Region's provided system**. After 11:00 a.m. operators can add their names to the list either in person or by phone to dispatch. These operators will be contacted if the initial list of pre 11:00 a.m. operators is exhausted.

8) After the **deadline for signing on the Region's provided system**, names can be added **by contacting Transit Operations Centre (TOC)**, but will be placed at the bottom of the list and sorted by annual total.

9) Once overtime work is offered, hours will be charged to the Operator **if they decline it.**

If the operator cannot be reached, TOC will wait 5 minutes before they move to the next operator on the list.

If the operator calls back within 15 minutes, then they will be offered whatever work is still available and not charged the original hours being offered.

If the operator does not call back within 15 minutes, then they will be charged the original hours being offered.

10) Cancellation of availability must be made prior to contact for overtime. This will be done by phone / radio / in person.

11) All Operators will have to initial appropriate box or boxes they are available to work.

12) If no one accepts a full shift the shift may be split. Six **(6)** hours or more will be considered a full shift. Less than six **(6)** hours will be considered part shift. If **an employee** applies for a full shift and none is available, they may be offered two **(2)**, or more part pieces of groups that approximate a full shift (6-8hrs). If offered this work it will be

treated as a full shift for both time worked or refused.

- 13) Operators must place their badge number on the list by their names or they will not be called.
- 14) If contact cannot be made with the Operator when open work becomes available, **the** Supervisor will proceed to the next available Operator. (A notation will be placed by the Operators name with the time called).
- 15) All ESA and CVOR guidelines will apply, i.e. Hours worked, spread time etc.
- 16) Once the permanent employee list for overtime has been exhausted temporary operators can be utilized.

The following hours will apply:

A.M. shifts will commence from 04:30 hours
Twilight shifts will commence from 09:00 hours
P.M. shifts will commence from 14:00 hours

- (c) Overtime accumulated hours will be updated daily. When the overtime list is exhausted and the Supervisor is required to contact operators, the Supervisor will utilize the on-board electronic communication system prior to and, if required, utilize voice radio for the overtime available work. If more than one operator calls in, the person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work. When voluntary assignments and charters, become available after they have been signed for the Supervisor will go over the air for an on air call-in and if more than one operator calls in, the

person who has worked the least amount of O/T (low hours) and has the highest seniority will be offered the work.

d) All overtime including Specified Holidays and Charters will be covered from the overtime availability sheets as per the above procedure.

e) Voluntary assignments will continue to be posted as per the existing procedure.

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

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

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

Bracketing

1. Employees off due to illness/injury for extended periods will be signed in brackets.
2. Any employee may sign beside the employee that has been bracketed and will do that work for the sign up period.
3. If the Employee that was signed within the brackets returns to work, the employee that signed beside the bracketed employee will be given their pick of the open work available.

This would include all work available such as other work covered by temporary employees. The temporary employee filling this work would return to part-time.

33.13 There must be at all times **nine (9)** hours between the end of one full shift and the beginning of the next full shift, Spare-Board Operators included.

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

33.15 Scheduled lunch breaks, including those for Spare shifts, are to be a minimum of twenty five (25) minutes.

33.16 Rules Pertaining to Trades and Giveaways

a) Department 1

1. No operator **may** work a trade or giveaway until it is approved by a supervisor.
2. **Full-shift trades** and giveaways must be requested **by using the Region's system** a minimum of twenty-four (24) hours in advance.
3. **Part-shift giveaways must be requested by using the Region's system which may include on paper slips a minimum of twenty-four (24) hours in advance** and will only be accepted at the garage during normal dispatch hours. One of the two operators involved in the giveaway must present the signed and completed giveaway slip to the

Dispatch Supervisor or designate. It cannot simply be left lying on the counter. **There will be no additional travel and no additional lunch break paid. Notification shall be given on the giveaway slip as to entitlement to travel time and/or lunch break.**

4. The supervisor will initial the slip and indicate to the employee that it has been accepted. Giveaway slips will indicate the CVOR maximum hours that an individual operator is legally able to work.
5. A maximum of one hundred and seventy-six (176) hours of giveaways in a calendar year **are permitted**. Hours are to be calculated by using “total work” as listed in the sign-up.
6. Should an operator, except in emergency circumstances, fail to work the approved trade or giveaway shift they have accepted, that individual will be subject to a loss of giveaway and trading privileges. Emergency circumstances are those established in the Employment Standards Act (and apply to family members identified in Article 14.5) subject to the following conditions. Employees unable to attend work due to personal illness will provide the employer a doctor’s note dated for the day the medical attention was required. The employee will incur the cost of obtaining and providing the note to the Employer. Employees unable to attend work due to the remaining emergency circumstances established in the Employment Standards Act will provide upon request to the Employer, evidence reasonable in the circumstances to verify the employee is entitled to the leave. Employees not fulfilling their work commitment due to reasons other than emergency circumstances shall have their work trading and

giveaway privileges removed for a period of three (3) months from the date of the initial incident.

7. The employees trading whole weeks in excess of three (3) weeks in one sign up and who are not required to bring a doctor's note for any other reason are exempt from the above requirement for doctor's notes.
 8. Should an employee agree to a giveaway that would result in a sixth (6th) day of pay in a pay week, the sixth (6th) day shall only be paid where the employee works the sixth (6th) day.
 9. Part-time employees **may** only give away their part-time bidlist work to **permanent** or temporary employees. No trades or exchanges will be allowed.
- b) Department 2
1. No employee can work a trade or giveaway until it is approved by a supervisor.
 2. Trades and giveaways will not be accepted more than fourteen (14) days in advance and must be requested a minimum of twenty-four (24) hours in advance.
 3. Giveaways will only be accepted at the garage during normal hours. One of the two employees involved in the giveaway must present the signed and completed giveaway slip to the Supervisor or designate. It cannot simply be left lying on the counter.
 4. The supervisor will initial the slip and indicate to the

employee that it has been accepted.

5. A maximum of one hundred and seventy-six (176) hours of giveaways in a calendar year. Hours are to be calculated by using “total work” as listed in the sign-up.
6. Should an employee, except in emergency circumstances, fail to work the approved trade or giveaway shift they have accepted, that individual will be subject to a loss of giveaway and trading privileges. Emergency circumstances are those established in the Employment Standards Act (and apply to family members identified in Article 14.5) subject to the following conditions. Employees unable to attend work due to personal illness will provide the employer a doctor’s note dated for the day the medical attention was required. The employee will incur the cost of obtaining and providing the note to the Employer. Employees unable to attend work due to the remaining emergency circumstances established in the Employment Standards Act will provide upon request to the Employer, evidence reasonable in the circumstances to verify the employee is entitled to the leave. Employees not fulfilling their work commitment due to reasons other than emergency circumstances shall have their work trading and giveaway privileges removed for a period of three (3) months from the date of the initial incident.
7. Should an employee agree to a giveaway that would result in a sixth (6th) day of pay in a pay week, the sixth (6th) day shall only be paid where the employee works the sixth (6th) day.
8. An employee may switch their day off for another as an

“Exchange of Duty for the One Employee” within the same pay period due to an emergency circumstance approved by a supervisor.

9. It is agreed that trades and giveaways shall only be between two employees in the same classification. For clarification all skilled trades classifications shall be considered the same for the purposes of this article. Non skilled trades classifications shall be considered the same for the purposes of this article.

ARTICLE 34: CALL-IN AND CALL-BACK

- 34.1 When a permanent and/or temporary employee has left the Employer's premises and is called in or called back for any single, special or extra run not operated immediately before or after their regular scheduled run, they shall be given a minimum of three (3) hours work or three (3) hours pay except that with respect to such call-ins on the holidays referred to herein or on any one of their days of rest, they shall be given the minimum of four (4) hours work or four (4) hours pay.
- 34.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.
- 34.3 If an Operator should not report for work by their reporting time, they shall be subject to the conditions outlined in Letter of Understanding #1.

ARTICLE 35: SHIFT PREMIUM

35.1 There shall be a shift premium of one dollar and five cents (\$1.05) per hour paid for any full shift which has a bid list finishing time beyond 8:00 p.m. Where overtime is worked the shift premium shall be paid only for actual hours worked.

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

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

ARTICLE 36: SIGN-UPS

36.1 There shall be a minimum of four (4) sign-ups each year for employees, all conducted on-line.

Alleged errors with the assignment of work must be reported to Management before 11a.m. the day after the work is awarded. Supporting documentation verifying an error was made by the on-line sign-up software or there was a management administrative errors must be provided.

Work Sign-up:

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

- a) Management will post a bid list, listing all work assignments/vacation weeks for the upcoming sign-up period.
- b) Management will post a sign-up schedule listing the location, dates, start time, and order of signing for each employee to sign when required to do so.
- c) Management will post the name, phone number and email of the Union representative conducting the sign-up, along with a notice stating to call the Union representative in case of problems accessing the Bidweb.

The bid list shall state the following information for each work assignment:

- Report and end times
- Report and end location
- Amount of travel time
- Number of hours paid
- Scheduled days off
- Run numbers to be driven
- Lunch break times
- Vacation relief numbers

Management shall make available 150 copies in KWSA, 50 copies in CSA, and copies to all MP, **additional copies must be printed at the request of the president or designate and the additional cost will be paid by the union.** The bid list and a copy of itineraries will be posted in

Conventional Operations **seven (7)** calendar days prior to the day the sign-up takes place. In addition, an electronic copy of the Conventional Operators itineraries will be forwarded to the Union. A reduction in the number of paper copies will occur at each subsequent sign-up, to be agreed upon by both Management and the Local Union President or designate

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

Should there be a server error that disrupts the sign up, the Union will then resume the practice of calling each employee in the groups affected.

The online sign-up will start on the Monday after going live and will be monitored by:

- One (1) Cambridge Conventional representative for 1.5 days
- One (1) Specialized/MobilityPlus representative for 1 day
- One (1) Kitchener Conventional representative for 4.5 days

The Union representative will be paid by the Employer at straight time.

One person from Management will conduct the online sign-up along with the Union representatives from each location.

Each sign-up will be held for a maximum total of 7 calendar days combined (excluding vacation relief and part time-).

Employees will submit their choices as early as the day the bid list is posted on-line and as late as the fifty-ninth (59th) second before their group is scheduled to be processed. Employees unable to access the online sign-up prior to their sign-up window due to a verified disruption in the on-line software will be called by the Union Representative monitoring the sign-up.

Any employee who fails to make their selections within their time period will have their work assignment selected at the discretion of the Union Representative monitoring the sign up. Paper proxies can be submitted to the Union Representative in emergency circumstances.

With written notice partners that wish to sign together may defer their seniority (to sign according to seniority in that group) up to fifteen (15) days prior to the sign up being posted.

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

Vacation Sign-up

The annual Vacation sign-up will be done without the use of on-line software until such time as an agreed upon process can be set up (likely in Bidweb) to successfully process the

vacation sign-up. In the meantime, the vacation sign-up will start on a Thursday with:

- One (1) Cambridge Conventional representative for 2 days
- One (1) Specialized/MobilityPlus representative for 1 day

This will be followed by Monday to Friday (5 days) with:

- One (1) Kitchener Conventional representative for 5 days

One (1) person from Management will conduct the vacation sign-up via telephone/proxies with the representative.

With written notice partners that wish to sign together for vacation may defer their seniority (to sign according to seniority in that group) up to fifteen (15) days prior to the sign-up being posted.

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

ARTICLE 37: UNIFORMS

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

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

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

Consideration will be given to providing options for clothing based on personal preference. eg. sweaters for shirts.

Conventional only:

Subsequent issues of the uniform items listed above will be issued at twenty four (24) month intervals to active employees. Upon return to active employment employees will receive their regular issue within twelve (12) months and in conjunction with the general issue of uniforms.

The top button only of the shirt may be undone.

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

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

All uniforms will be wash and wear.

A winter jacket will be issued once every four (4) years, **or an operator can order a raincoat**, at the appropriate times.

MobilityPlus only:

Will receive an annual issuance of shoes or boots to active employees only. Upon return to active employment the annual **issuance** will be **provided**.

-Safety shoes/boots must be a minimum Blue Patch certified, all black (shoes only), no open toe, no open heel, heels no greater than one inch, and be non-slip

In Mobility*PLUS*, a rainsuit will be issued once every four (4) years at the appropriate times. Uniforms shall be worn by all permanent employees after the probationary period, while on duty. Ownership of uniforms shall be vested in the Employer. Uniforms shall only be worn while on duty for Grand River Transit and to and from work.

NOTE: The Uniform Committee shall be involved in the process and review of products as well as a 6 month review of how it works (terms to be determined). Failing that, the Region proposes an increase to \$250.00 bi-annual. Mobility \$250.00 annually.

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

37.2 New employees will be provided with a new uniforms issue. Subsequent uniform issues will occur every two (2) years in conjunction with the uniform issue cycle.

37.3 Casual clothing is permitted on days approved for fundraising activities provided the employee has made the

donation and is wearing the identifying sticker or button. One piece of GRT issued clothing with a GRT logo must be worn for identification purposes. Appropriate footwear must always be worn. If safety shoes/boots are mandatory, they must be worn.

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

ARTICLE 38: WAGE RATES

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

38.2 All part-time and temporary employees will be paid the starting rate of the job title in which they commence as per Schedule B and shall receive such rate until they are promoted to permanent staff at which time they will be paid according to Schedule A.

DEPARTMENT #2

ARTICLE 39: PROBATION OF EMPLOYEES

39.1 Skilled Trades in department #2 hired to be permanent employees shall be on probation for **one hundred and twenty (120)** days worked. New Skilled Trades employees will be provided a minimum of one hundred and twenty (120)

hours of training (which could include on the job training) which will be included in the probationary period.

ASA employees hired to become permanent employees shall be on probation for ninety (90) days worked or one thousand one hundred and five (1105) hours worked since date of hire.

Part time ASA Employees shall be considered on probation until one thousand one hundred and five (1105) hours worked. The employer may terminate a probationary employee for any reason provided it does not act in bad faith.

ARTICLE 40: SENIORITY

40.1 The Employer will provide the Union President/designate a seniority list for Department #2 twice per year, showing names, positions, and seniority date of each permanent employee.

The employer will provide the Union President/designate with an electronic report listing contact information for all bargaining unit employees per year up to three (3) times per year at the Union's request.

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

- 1) Part time Conventional
- 2) Part-time Specialized Transit

3) Part-time Department 2 – Fleet

- 40.2 a) When a permanent vacancy occurs on any shift in Department #2, the Employer will first offer the position on an “Expression of Interest” to employees within that classification prior to posting the position as a vacancy. The “Expression of Interest” will be posted on all Department #2 maintenance bulletin boards for eight (8) calendar days and the most senior applicant will be appointed to the job.

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

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

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

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

- (d) **Temporary Department #2 Supervisors of less than six (6) months will not perform QA inspections.**
- (e) When Department 2 part-time employees seek to apply to a full-time vacancy in Department 2, Management will determine seniority by hours worked at the end of the pay period immediately prior to the posting.

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

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

- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is the lesser;

- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.
If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.
These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons;

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

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

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

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

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

of the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the six (6) month period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

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

ARTICLE 41: JOB POSTING

41.1 With respect to positions in Department #2, the Employer shall post a notice of the vacant position(s) in all departments covered by this Agreement eight (8) calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

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

In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Employer

shall not be required to repost the position when recruiting for said position.

Such notices or permanent job postings shall contain the following information: nature of position, i.e. department and type of work, required knowledge and education, ability and skills, whether day, evening or night shift, and wage rate.

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

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

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

41.3 The Union will be advised by email as to the outcome of all job postings, cancellations, hirings, rehiring's, terminations

on a weekly basis. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

41.4 The Union will be notified in writing of all appointments, promotions, layoffs of employment on a quarterly basis.

ARTICLE 42: VACATIONS

42.1 The qualifying year shall be from **January 1st to December 31st of the previous year** and the vacation year shall be from January 1st to December 31st **of the current year.**

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

Vacation entitlement shall be determined as follows:

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

Not less than 7 years -	
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But less than 15 years	4 weeks
Not less than 15 years - But less than 23 years	5 weeks
Not less than 23 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

42.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement.

For purposes of clarification of gross earnings, it shall consist of pay for the specified holidays, and shift premiums in addition to gross hourly wages earned including overtime. Vacation pay-up will be paid on the last pay date of November of each year.

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

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

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

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

Single vacation days, lieu days and floaters will not be booked until after the full week vacation sign-up.

42.8 Employees entitled to four (4) or more weeks vacation may be granted the privilege of carrying two (2) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Transit Services no later than two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management. Where such permission is granted, the two (2) week's carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

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

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

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

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

ARTICLE 43: HOURS OF WORK AND OVERTIME

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

43.2 Employees in department #2 will be provided with a paid thirty (30) minute break during the middle section of their shift in addition to one scheduled fifteen (15) minute rest period during the first half of their shift. Rest and break

periods will be taken on the job site unless otherwise authorized by Management.

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

(b) Department 2 Shift Extension Over Time

Ten (10) hour shift employees will be allowed to sign for one (1) hour of overtime on top of their ten (10) hour shift by:

- i) Signing the overtime posting by 1:00 p.m. the day before as per article 43.9; or**
- ii) Requesting 1 hour of overtime to the On Duty Supervisor at the end of the Employee's shift to complete a job/task**

Eight (8) hour shift employees will be allowed to sign for up to three (3) hour of overtime on top of their eight (8) hour shift by:

- i) Signing the overtime posting by 1:00 p.m. the day before as per article 43.9; or**
- ii) Requesting up to three (3) hours of overtime to the On Duty Supervisor at the end of the Employee's shift to complete a job/task**

(c) Whether or not overtime is assigned is at the sole discretion of the Employer. In addition, any employee who works three (3) hours or more of overtime with their regular work day shall be paid a meal allowance of eleven dollars (\$11.00).

- 43.4 A permanent or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.
- 43.5 Any work which may require a permanent or temporary employee in department #2 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within department #2 equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.
- 43.6 Work performed on specified holidays in department #2 will be paid at time and one-half (1 1/2) the basic rate plus the regular day's pay for the holiday.
Work performed after 12:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.
- 43.7 Permanent employees scheduled for "stand-by call" for a weekend of two to four (2 - 4) consecutive days shall receive twenty-five dollars (\$25.00) per day for such duty and in addition all employees when called out on emergency call to be paid a minimum of four (4) hours at the appropriate overtime rate.

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

Where their supervisor is not available, such employee is required to leave notice of their absence and either a contact number where they can be reached, or a time when they will call back to their supervisor. This information can be left with the on-duty supervisor or the Service Advisor or the Clerk. An employee who is absent from work is required to notify their supervisor in advance of their expected date of return to work.

All Service Advisors, Fleet Services will participate in a formal training program.

Vacation and Specified Holidays will be posted where a Service Advisor is required.

43.9 Overtime will be awarded to employees who have signed the daily overtime list by 1:00 p.m. the day before based on total hours worked for the calendar year and seniority. Any errors or omissions in this procedure shall be adjusted by the employee so affected being paid four (4) hours at straight time or being afforded an extra opportunity to work the day off at the employees choosing from the available overtime opportunities. Such adjustments shall not be subject to the grievance procedure. A list of accumulated overtime hours

will be updated and made accessible to members on a weekly basis.

ARTICLE 44: TRAINING

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

44.2 Fleet Training/Apprenticeship Committee

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

The Committee shall be made up of **three (3) members (one from each facility)** appointed by the Union, whose job classifications are either Truck and Coach Technician or **Truck and Coach Apprentice Technician**. The other two members of the committee will be representatives from Management. **Committee shall also include the Fleet Technical Writer/Warranty Administrator**. The parties will appoint one member each to act as co-chairpersons of the committee. Chairpersons will alternate chairing the meeting.

The parties will meet at a minimum of twice per year, once in advance of the annual budget schedule and at least one other meeting throughout the year. Additional meetings may occur with the mutual consent of the co-chairs.

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

- fleet training requirements
- training for the development of standard operating procedures
- training for the implementation of new technology
- training for apprentices
- **vehicles specification development**
- **required PPE**

Terms of Reference – Fleet Training Committee

Purpose:

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

Responsibility of Committee:

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

- brake systems

3. The committee will contribute to the development of Standard Operating Procedures through a review process.
 4. The committee will make recommendations for training to support the introduction of new technology.
 5. The committee will have access to the training matrix but recommendations will be on a program wide basis and will not identify individuals.
 6. The committee will function as an advisory committee to GRT management.
 7. Through on-going communications with all fleet employees, the committee shall attempt to represent employees' needs. The committee shall focus on major issues on a priority basis.
 8. Management will provide administrative support which will include preparing agendas, taking minutes and distributing minutes.
 9. **Technicians will be required to attend all training deemed mandatory by management and/or this committee.**
- 44.3 All new Truck and Coach Technicians who are not licensed appropriately, upon hire shall receive the following:

- a one (1) time \$500.00 allowance towards arrangements to secure their DZ license.

ARTICLE 45: CALL-IN AND CALL-BACK

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

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

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

ARTICLE 46: SHIFT PREMIUM

46.1 **One dollar and fifteen cents (\$1.15)** per hour premium will apply where the major portion of the shift falls between 3:00 p.m. and 11:00 p.m.

One dollar and twenty cents (\$1.20) per hour premium will apply where the major portion of the shift falls between 11:00 p.m. and 7:00 a.m.

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

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

All employees that have their shift changed by the Employer on a temporary basis shall maintain their appropriate shift premium for their regular shift **i.e. training**.

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

ARTICLE 47: SAFETY, SANITATION AND HEALTH

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

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

47.3 The Employer agrees to provide an allowance of **two hundred and fifty dollars (\$250.00)** annually for the purchase of safety footwear that is in compliance with

the Employer's Safety Footwear Policy. This allowance is applicable to all employees. **In addition, as per the EV Safety Requirements for footwear, the region will purchase EV Safety footwear every 3 years for qualified Dept. 2 employees as per the agreement between management and the union.**

47.4 The annual safety footwear allowance will be paid in January.

ARTICLE 48: TOOLS

48.1 The Employer agrees to provide an allowance annually to those classifications of permanent employees who qualify. The amount paid by classification along with the terms and conditions for such payment, are as follows:

The classifications of permanent employees who qualify for an annual allowance of **one thousand and one hundred \$1100.00** effective **January 1, 2024**, subject to the conditions in Article 47.2 are Certified Licensed Truck and Coach Technicians. The annual tool allowance will be paid in January to active employees only. Upon return to active employment the annual allowance will be paid.

Apprentices will be eligible for a tool allowance at the same amount as the Skilled Trades.

The classifications of permanent employees who qualify for an annual allowance of two hundred and seventy-five dollars

(\$275.00) subject to the conditions in Article 47.2 is Service Attendants who are requested by Management to provide a complement of hand tools to perform their daily work.

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

48.2 The Region is prepared to cover the replacement cost of employee's tools which have been lost or damaged under circumstances such as fire, and theft where there is evidence of forced entry and police have investigated. Employees shall supply the Region, annually or more often as required, with a list of their tools and said list shall be subject to audit at any time. **Any tools that have not been identified to management in advance will not be eligible for re-imbusement.**

ARTICLE 49: UNIFORMS

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

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

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

Toque

Insulated vest and spring jacket

Two (2) pairs of gloves for Department 2 employees every twelve (12) months

Subsequent issues of uniforms will be issued on an annual basis.

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

- 49.2 All employees in department #2 shall be supplied with a coverall cleaning service by the Employer each week to the extent of five (5) coveralls per week for year round use. Employees in department #2 will be entitled to one (1) pair of insulated coveralls and an orange or florescent yellow-green (starting in 2010) Hydro Parka on initial uniform issue, afterward either one (1) pair of insulated coveralls or an orange or florescent yellow-green (starting in 2010) insulated parka every two years. Insulated coveralls will be orange or florescent yellow-green (starting in 2010) with the appropriate reflective markings.
- 49.3 The Employer will supply gloves appropriate to needs for department #2 on an individual merit basis. Worn out gloves must be exchanged for new issues.
- 49.4 Clothing material will be selected after consultation with the Union. Perma Press shirts will be supplied if available through the employer's purchasing division at a comparable price to the cotton shirts.

ARTICLE 50: SKILLED TRADES/APPRENTICESHIP PROGRAM

SKILLED TRADES

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

1. Skilled trades for the purpose of this agreement shall be licensed Truck and Coach Technicians, **310T Truck and Coach Technician and Registered 310T Apprentice.** **(NOTE: 310S Tech must be registered as 310T Apprentice before commencing employment)**
2. The term “Journeyman/woman” as used in this agreement shall mean any person who presently holds a Province of Ontario Certification in the various Motor Vehicle repair fields.
3. The Employer agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.

4. The first dues will be deducted from the employees' first pay following completion of their probationary period. Thereafter dues will be made in January of each succeeding year or upon completion of one months work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the UNIFOR Local 4304.

SKILLED TRADES APPRENTICESHIP

General

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

REGISTRATION

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

INITIAL EDUCATION REQUIREMENTS

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

SCHOOL ATTENDANCE

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

TRAINING

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

COMPLETION OF APPRENTICESHIP

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

SENIORITY

8. Seniority is as per the existing collective agreement.

RATIO

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

APPLICATIONS

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

APPRENTICE WAGE RATES

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

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

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

TOOL ALLOWANCE

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

50.1 Apprentice Employees - The Employer and the Union agree that the Employer may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of the Apprenticeship and Tradesmen's Qualification Act, Bill 55, 1998 and amendments thereto, and the Regulations pursuant thereto, shall apply.

50.2 Pay rates whilst serving their apprenticeship will be in accordance with Schedule "B."

50.3 It is understood that after an Apprentice has successfully served their apprenticeship with the Employer and becomes qualified in their trade, then they will receive the pay rate for their licensed job title. However, they must accept whatever position is available within their job title, regardless of shift.

50.4 It is further understood and agreed that an Apprentice will not have any job posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stay on as a Employer employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them.

ARTICLE 51: WORKPLACE HARASSMENT

All employees must treat one another with respect and professionalism and refrain from engaging in unlawful

discrimination and workplace harassment contrary to either the *Ontario Human Rights Code* or the *Occupational Health and Safety Act*. The parties will take all reasonable steps to create a work environment that is free of unlawful discrimination and workplace harassment. Workplace violence in any form will not be tolerated and reasonable steps will be taken to assess risks and address incidents that are brought forward.

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

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

The employee may seek assistance of their Union or of management in filing a complaint. The employee will be advised

of their right to seek Union representation. If the employee chooses not to have union representation, the employee will verify that choice in writing.

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

(a) Cases of alleged harassment as defined by the *Ontario Human Rights Code* or *Occupational Health and Safety Act* will be considered as discrimination and eligible to be processed as grievances under the grievance procedure, although the Region will investigate all formal complaints of harassment, whether made through its Workplace Harassment Prevention Policy or the Workplace Violence Prevention Policy, the grievance procedure, or the *Ontario Human Rights Code*. Harassment may include, but not be limited to:

- i) requests or demands for sexual favours;
- ii) unwelcome physical contact ranging from touching to sexual assault;
- iii) display of pin-up posters or offensive literature;
- iv) insulting gestures, remarks, jokes, or name calling;
- v) circulating or displaying racist or derogatory printed material;
- vi) refusing to work or co-operate with an employee because of their background;
- vii) derogatory remarks directed towards one gender/sexual preference group.

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

delegation of work assignments and the assessment of discipline.

ARTICLE 52: WAGE RATES

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

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

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

52.4 In the event of a shortage on the employee's regular pay in excess of eight (8) **hours** due to errors or omissions **will be processed within five (5) calendar days** by the Employer.

ARTICLE 53: TERMS OF AGREEMENT

53.1 This Agreement shall become effective as of 12:01 a.m. on **May 1, 2023** and shall remain in full force and effect until

midnight **April 30, 2026**, and thereafter it shall automatically be renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend it.

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

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on this 8th day of May, 2023 in the Region of Waterloo.

For the Regional Municipality
of Waterloo

Karen Redman

Regional Chair

W. Short

Regional Clerk

Kim Bellissimo

Commissioner Human
Resources and Citizen Service

For UNIFOR, Local 4304

Brendan Burke

Union Representative

Angela Ransome

Union Representative

Angelo Neziri

Union Representative

K. Konopka
Director Labour Relations &
Emergency Management

Dwayne Hyde
Union Representative
Phil Mayberry
Union Representative
Robin Dudley
National Representative

Schedule "A"
Department 1

Full-time - Conventional Bus Operators, Specialized Transit Vehicle Operators

Job Title	May 1, 2023	May 1, 2024	May 1, 2025
Upgrading to required licence	\$22.38	\$22.88	\$23.39
Training rate	\$28.34	\$28.98	\$29.63
1 st 3 months	\$32.22	\$32.94	\$33.68
2 nd 3 months	\$33.67	\$34.43	\$35.20
Next 6 months	\$34.02	\$34.79	\$35.57
Top Rate	\$34.57	\$35.35	\$36.15

Full-time - Dispatcher/Reservationist

Job Title	May 1, 2023	May 1, 2024	May 1, 2025
Training rate	\$28.34	\$28.98	\$29.63
1 st 3 months	\$32.22	\$32.94	\$33.68
2 nd 3 months	\$33.67	\$34.43	\$35.20
Next 6 months	\$34.02	\$34.79	\$35.57
Top Rate	\$34.57	\$35.35	\$36.15

Part-time and Temporary - Conventional Bus Operators, Specialized Transit Vehicle Operators

	May 1, 2023	May 1, 2024	May 1, 2025
Upgrading to required licence	\$22.38	\$22.88	\$23.39
Training rate	\$28.34	\$28.98	\$29.63
1 st 3 months	\$32.22	\$32.94	\$33.68
2 nd 3 months	\$33.67	\$34.43	\$35.20
Next 6 months	\$34.02	\$34.79	\$35.57
Top Rate	\$34.57	\$35.35	\$36.15

Part-time and Temporary - Dispatchers/Reservationists

	May 1, 2023	May 1, 2024	May 1, 2025
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Training rate	\$28.34	\$28.98	\$29.63
1 st 3 months	\$32.22	\$32.94	\$33.68
2 nd 3 months	\$33.67	\$34.43	\$35.20
Next 6 months	\$34.02	\$34.79	\$35.57
Top Rate	\$34.57	\$35.35	\$36.15

SCHEDULE "B"

Department 2

Full time

Job Title	May 1, 2023	May 1, 2024	May 1, 2025
Automotive Service Attendant	Min \$30.74	Min \$31.43	Min \$32.14
	Mid \$32.20	Mid \$32.92	Mid \$33.66
	Max \$33.35	Max \$34.10	Max \$34.87
Truck & Coach Technician	Min \$39.36	Min \$40.25	Min \$41.16
	Mid \$41.07	Mid \$41.99	Mid \$42.93
	Max \$42.23	Max \$43.18	Max \$44.15

A premium of \$.50/hour will be paid for all paid hours for Skilled Trades employees.

Part time and Temporary

Job Title	May 1, 2023	May 1, 2024	May 1, 2025
Automotive Service Attendant	Min \$30.74	Min \$31.43	Min \$32.14
	Mid \$32.20	Mid \$32.92	Mid \$33.66
	Max \$33.35	Max \$34.10	Max \$34.87

Apprentice

Apprentice	May 1, 2023	May 1, 2024	May 1, 2025
Start rate registered apprentice 75% of Tech Minimum Rate	\$29.52	\$30.19	\$30.87
After successful completion of 1 st school term 80% of Tech Minimum Rate	\$31.49	\$32.20	\$32.93
After successful completion of 2 nd school term 85% of Tech Minimum Rate	\$33.46	\$34.21	\$34.99

After successful completion of 3 rd school term 90% of Tech Minimum Rate	\$35.42	\$36.23	\$37.04
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SPECIALTY CLASSIFICATIONS

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

Ozone Depletion Prevention Premium

Up to three full-time positions would receive a premium of **seventy-five (.75)** per hour above their basic rate while so occupied. Employees temporarily assigned to HVAC work would not receive the premium. In order to be eligible for the premium, employees must have a valid and current ODP card.

SERVICE ADVISOR OR LEAD HANDS

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

CERTIFICATION

Permanent Employees in department #2 who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will ensure that their certification remains valid at all times. The Employer will endeavour to notify employees no less than sixty (60) days prior to the expiration of their certification of their responsibility to renew their certification. Employees will be re-imbursed by the Employer for one hundred percent (100%) of the Certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.

OPERATOR TRAINING PREMIUM

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

When an employee is transferred, they shall be paid:

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

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

MAINTENANCE TRAINING PREMIUM

Skilled trades people selected by the Employer for the purpose of orientation of new trades people will receive two dollars (\$2.00) per hour above their basic rate **while so occupied**. Service Attendants selected by the employer for the purpose of orientation of new employees will receive \$2.00 per hour above their basic rate, **while so occupied**.

SCHEDULE "C"

PERMANENT EMPLOYEE BENEFIT PROGRAM

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

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

- a) ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)
(covers hospital, surgical and medical benefits)

- b) EQUIVALENT TO SUN LIFE HEALTH EXTENDED HEALTH PLAN
 - Vision Care (eyeglasses, contact lenses): \$450.00 per family member every twenty-four (24) months.
Employees wishing to undergo laser eye surgery will be permitted to use the maximum entitlement noted above towards the cost of the surgery on the effective dates.
 - semi-private hospital coverage and paramedic rider
 - a combined maximum of **\$2,000.00/** per calendar year for services of the following Registered Practitioners in the Province of Ontario: subject to the carriers reasonable and customary fees:
 - Chiropractor

- Homeopathic doctor
 - Naturopath
 - Acupuncturist
 - Podiatrist
 - Chiropracist
 - Psychologist, Psychotherapist, Master of Social Work **(an additional \$500.00 can be applied)**
 - Registered Massage Therapist benefit **\$2000.00** per calendar year
 - Hearing Aid benefit: \$2,000.00 every twenty-four (24) months.
- c) **GROUP LIFE INSURANCE PLAN**
(equivalent to 200% of annual earnings to the nearest \$500.00. Life Insurance coverage is not extended to include dependents).
- d) **DENTAL PLAN**
(equivalent to Sun Life Health Dental Plan)
- current O.D.A. fee schedule
 - Orthodontics: 50% co-insurance \$3,000.00 lifetime maximum.
 - Crown and/or Caps – 50% co-payment \$2000.00 per calendar year (maximum reimbursement \$1000.00 per year)
 - Dentures: \$1,000.00 every five (5) years.
 - Dental Rider #2 50% co-insurance \$750 every 5 years
- e) **LONG TERM DISABILITY INSURANCE PLAN (LTD)**

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

- f) Early retirees – current coverage as per collective agreement (applies to employees who retire after January 1, 2009)

SICK LEAVE PLAN

Sick Leave Benefits - as specified in the City's

By-Law #73-20P

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

Effective date of ratification (April 3, 2017), all employees hired after the date of ratification, are entitled to one and one-quarter (1 ¼) days sick leave credits for each completed continuous month of service. For clarity, all employees (full and part time) on staff on or prior to the date of ratification shall continue to be entitled to one and one-half (1 ½) days sick leave credits for each completed continuous month of service once reaching full time status provided there is no break in service within the bargaining unit.

An employee in conventional transit or fleet who was in the employ of the employer prior to February 28, 2002, whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits, to a maximum of one-half

(1/2) year's earnings at the rate in effect immediately prior to termination.

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

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

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

Unpaid Absence in Excess of Thirty (30) Days

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

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

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

Specialized

An employee hired before July 1, 1997 whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

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

PENSION PLANS

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

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

consecutive months of earnings for service after enrolment in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan. Benefits to supplement the basic Plan are included in the two Agreements described below:

1. Type 1 Supplementary - credited service prior to employer's enrolment in O.M.E.R.S.
2. For employees hired prior to April 1, 2014 Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Employer.

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

Any changes to these plans other than those initiated by O.M.E.R.S. to be agreed upon by the Employer and the Union.

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

WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS

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

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

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

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

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

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

Where an employee is absent from work by reason of a

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

- The police have been contacted and an occurrence number has been assigned.
- An award is made by the WSIB for the injury.

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

RETURN TO WORK:

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

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

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

The employee's rate of pay will not be adjusted during periods of temporary accommodation of less than 90 days. The rate of pay for a pregnant employee will not be adjusted for the duration of **their** temporary accommodation.

RETURN TO WORK COMMITTEE

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

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

The committee will meet every six (6) months if there are agenda items shared prior to the scheduled date as outlined in the terms of reference.

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

Subject: Late Slip Program

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

Pink Late Slip

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

White Late Slip

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

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

If an Operator calls in, they will be told to report as soon as possible and will be put on their vehicle. Their pay commences when they take over their duties on their assigned vehicle. If an Operator does not call in, Dispatch will try to contact them and if successful, will assign the Operator work as a Spare or, will

advise them to assume the responsibility of their vehicle for the remainder of their shift.

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

Should an Operator have a second offence, a letter will be issued telling them the date of their first and second offences. Should there be a third offence, another letter will be issued warning that subsequent offences within one (1) year and one (1) day of the first offence shall result in a suspension. This letter shall also advise of the date their record clears to zero. Subsequent lates within one year and one day shall be dealt with by increasing the suspensions, **to a maximum of eight (8) which shall result in termination.**

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

Amended at Kitchener this 20th day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

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

Re: Training

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

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

Renewed at Kitchener this 21st day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

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

Re: Labour Relations Act

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

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

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

Re: Service Design & Scheduling Committee

Management and Union representatives of the scheduling committee (KWSA, CSA & MobilityPLUS), hereby agree to develop, by September 1, 2023, the following provisions;

Restructure Scheduling Committee into Service Design & Scheduling Committee

- **The committee will update the Terms of Reference to reflect the following focus areas;**
 - **Services Design – Long-term service strategy, travel & traffic patterns, future housing and job growth (Origin/Destinations), and service goals**
 - **Scheduling – Vehicle schedule production, vehicle blocking, runcutting, rostering, and bid list support**

Developing Shared Performance Targets for Operators, Customers and Budget

- **The committee will develop a set of performance targets for the 3 key areas of service; for example such targets may include:**
 - **Operators – Shift types (Straight v split), Shift Structure (timing, layovers, etc.), Roster (Off Day rotation), etc.**

- **Customers – Ridership, Boardings per hour, Customer Satisfaction Scores, etc.**
- **Budget – Revenue/Cost Ratio, Cost per Service Hour, Revenue per Service Km, etc.**

Meeting Schedule & Education Sessions

- **The Service Design and Scheduling committee will meet as follows;**
 - **Committee Schedule**
 - **The committee shall meet bi-monthly (every 2 months), as per the current meeting schedule, or as required by on-going service adjustments (increase or decrease in service), and agreed by the Director, Transit Services and the President, Unifor 4304.**
 - **If requested, the Director of Transit Services will attend such meetings. If not available, a designate shall attend.**
 - **If such changes do not require budgetary consideration, the Employer will undertake to make its best efforts to implement the change to the routes/schedules by the next booking.**
 - **Semi-annually the Service Design and Scheduling Committee will engage GRT (the entire team) through a series of education sessions (in-person and/or virtual) to share;**
 - **Progress through the past year (including reporting on previous year targets)**
 - **Service Design highlights for the year ahead (network goals, major route changes, etc.)**
 - **Scheduling highlights (or next service change)**

- **And to gather additional feedback on any and all areas of the Service Design/Scheduling mandate**

This Letter of Understanding shall form part of the collective agreement between the management and the Union, and shall be in effect from the date of signing until the end of the collective agreement.

Signed at Kitchener this 8th day of May, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

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

RE: Seniority Lists and HXM

The Region is currently in the process of implementing a new Human Experience Management System (HXM) which has an estimated completion date of October 2024.

The Parties agree to meet within 30 days of the project completion to discuss the seniority list and opportunities for more frequent reporting.

Signed at Kitchener this 21st day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

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

Employees in Violent Situations

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

Workplace Conduct

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

Accordingly, the Employer agrees to continue to train employees on Human Rights and Interpersonal Conduct including relevant

collective agreement provisions, the Employer's policies and the Ontario Human Rights Code.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo

Kate Konopka

Neil Malcolm

Bill Barr

Ken McCready

Doug Spooner

Julian Milotic

Diana Brookes

Maggie Hulley

For UNIFOR, Local 4304

Brendan Burke

Angela Ransome

Angelo Neziri

Dwayne Hyde

Vern Sage

Robin Dudley

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

RE: Reasonable Expectations

The Employer has introduced "Reasonable Expectation Times" of which the Union will fully support and endorse with the following understanding.

The Employer understands and agrees to the following:

a) The Reasonable Expectation Times will be used as a scheduling tool for the maintenance department.

b) The information gained will be used to improve the planned maintenance schedule.

c) It is agreed where an employee exceeds the Reasonable Expectations in the completion of a task, the employee will be offered coaching/training in order to achieve the appropriate knowledge to perform the task in a timely manner.

d) It is agreed that all reasonable avenues of employee remediation will be applied (coaching, knowledge training, process training, mentoring) prior to any discipline related to Reasonable Expectations being considered and or applied.

Signed at Kitchener this 21st day of April, 2023.

For the Region of Waterloo

Kate Konopka

Neil Malcolm

Bill Barr

Ken McCready

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Julian Milotic

Diana Brookes

Maggie Hulley

For UNIFOR, Local 4304

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Vern Sage

Robin Dudley

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

Re: Department 2 Quality Assurance ("QA's")

It is agreed and understood that when approaching a disciplinary response in cases involving matters involving QA's, **the approach taken will follow the Region's progressive discipline approach.**

Employees **will** be offered training/coaching/mentoring when concerns arise with respect to the performance of work, or can be made through the recommendation of the Training Committee.

Nothing in this letter restricts the right of the Union to grieve discipline resulting from a preventable collision or a concern regarding QA's.

Amended at Kitchener this 21st day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCreedy
Doug Spooner
Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome
Angelo Neziri
Dwayne Hyde
Vern Sage
Robin Dudley

Letter of Understanding #9
Applies to Conventional Operators only

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

Re: 5 ½ Hour Scheduling

The parties agree that the Employment Standards Act Section 20 Transit exemption allows for the practice of running over five (5) hours. The maximum extension will be five (5) hours and thirty five (35) minutes for all shifts.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Maggie Hulley

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Letter of Understanding #10
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Subject: Premium for Voluntary Overtime for Oktoberfest

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

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

In September the Region shall provide information to the Union regarding any enhanced security and supervisory presence for select Oktoberfest venue services. A follow-up meeting to discuss the Oktoberfest security plan will be held within two weeks after Oktoberfest if requested with the union President and one additional union representative

Renewed at Kitchener this 21st day of April, 2023

For the Region of Waterloo

Kate Konopka

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Diana Brookes

Maggie Hulley

For UNIFOR, Local 4304

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Robin Dudley

Letter of Understanding #11 ** Applies to Conventional only

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

Re: Spareboard for Conventional Transit

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

As such, the Employer agrees to continue the practice of having open spares sign for either day, twilight or evening spare board crew. The employer agrees to continue to make every effort to assign regular work where financially responsible such that the approximate finishing time is as close as reasonably possible to the time of the spare board crew for which the employee signed. Spareboard Operators will finish their shift at the same service area they are assigned to start at.

Renewed at Kitchener this 28th day of April, 2023

For the Region of Waterloo

Kate Konopka

Neil Malcolm

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Maggie Hulley

For UNIFOR, Local 4304

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Letter of Understanding #12
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Clothing

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

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

Clothing

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

- d) The practice of decorating any part of the uniform with numerous buttons is not acceptable. Operators must not wear any political or other advertisements on their uniform. Only items approved by the appropriate Manager or Nominee may be affixed to the uniform.
- e) Only footwear that has been issued or approved by the appropriate Manager or Nominee will be worn.
- f) Uniform clothing must not be worn at any time when consuming alcoholic beverages in a public place.

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

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
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Letter of Understanding #13
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Safety of Employees and Use of Cameras

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

Use of the audio/video surveillance to follow up on a complaint or conduct an investigation will be limited to the incident in question.

Customer service complaints (apart from those which are related to safety) shall not result in discipline where there is no complaint signed by the customer. In such cases, coaching may be provided.

When reviewing audio/video surveillance in the course of an investigation arising from a customer complaint, any activity (apart from those which are related to safety) not related to the incident shall not result in discipline.

If the employer, reviewing audio/video surveillance for another purpose, identifies behavior that would result in discipline,

providing the Employee does not have previous discipline involving a similar offence, will receive coaching. Similarly, unsigned complaints that would result in discipline if received through a signed complaint, will result in the employee receiving coaching.

For clarity, as per Article 12.7, coaching shall not be considered discipline.

Renewed at Kitchener this 21st day of April, 2023

For the Region of Waterloo

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For UNIFOR, Local 4304

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Letter of Understanding #14

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

Re: Progressive Discipline Approach

The Region will take the following steps to further clarify the progressive discipline approach, and support in the on-going education of the entire Grand River Transit team.

Discipline Visual Product

The Region will produce and publish a visual representation (flow chart, pictogram, etc.), further explaining the progressive discipline approach, by September 2023.

Operator Handbooks

The Region will update and publish the Operator Handbooks (Conventional Operator, MobilityPLUS Operator, MobilityPLUS Dispatcher/Reservationist) by March 2024.

It is agreed and understood that actions (or inactions) that result in discipline shall follow typical labour relations practices as modified by this agreement.

Discipline may occur across a number of categories. For the purposes of the collective agreement, these categories may be summarized as follows, based upon existing practices:

<u>Nature of Concern:</u> <u>including but not limited to:</u>	<u>Examples,</u>
● Customer service	Rudeness, etc.
● Performance Concerns/ or Procedure, etc. Breach of Policy	Breach of policy
● Safety-Related Highway Traffic Act, Canada, and/or the	Breaches of the Breaches of the NSC Standard 11 part B, Criminal Code of Occupational Health and Safety Act, etc.

For clarity, progressive discipline will be applied for repeated infractions in each category. Following a three-day suspension, additional disciplinary approaches, regardless of which category they fall into, will all be treated as related progressive discipline.

The determination of which category a disciplinary event falls into is subject to the reasonable exercise of management discretion and is subject to the Grievance and Arbitration provisions of this agreement.

Signed at Kitchener this 21st day of April, 2023

For the Region of Waterloo

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

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

Full Shifts:

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

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

- 1) Available Part-time Dispatcher, or

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

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

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

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo

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

Re: Advocates for Equity Seeking Individuals

The parties are committed to providing a workplace environment that is free of discrimination and to provide equity in employment for those who identify as: Indigenous persons, women, racialized persons, person in a sexual and/or gender minority and person with disabilities, hereinafter referred to as “the equity seeking group”.

To that end, the parties agree to recognize advocacy roles in the workplace. The Advocates will be individuals who identify as members of an equity seeking group. The Local Executive Board will be responsible for the selection of the Advocates.

The Advocates will make themselves available to other equity seeking employees to discuss problems and disseminate information about local services and supports. The Advocates are not counselors and will refer employees to appropriate support agencies for their issues, such as the Employee Family Assistance Program (EFAP). In addition, the Advocates will work with leadership to develop, implement and monitor diversity initiatives in the workplace.

It is intended that employees will access the Advocates outside of their regularly scheduled hours. Where this is not possible, meetings may take place during scheduled hours at the request of the Advocate and with the permission of the Supervisor(s). Such requests shall not be unreasonably made or denied.

The names of the Advocates will be posted on the union bulletin board. The Employer agrees to provide access to a private space so that confidentiality can be maintained when employees are meeting with the Advocates.

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

The Advocates will participate in an initial forty (40) hour training program organized by Unifor. The Employer agrees to pay for regularly scheduled shifts for the time off to attend the course. Such leave shall not cause a significant impact on the employer's ability to meet service requirements. Furthermore, The Employer agrees to pay the cost of the course up to a maximum of six hundred dollars (\$600.00) per advocate. (Once every three (3) years).

Nothing in this letter precludes an employee from discussing such matters with a supervisor.

Signed at Kitchener this 21st day of April, 2023.

For the Region of Waterloo

Kate Konopka

Neil Malcolm

Bill Barr

Ken McCready

Doug Spooner

Julian Milotic

Diana Brookes

Maggie Hulley

For UNIFOR, Local 4304

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Robin Dudley

Letter of Understanding #17
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Excess Hours Permit

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

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm
Bill Barr
Ken McCready
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Julian Milotic
Diana Brookes
Maggie Hulley

For UNIFOR, Local 4304
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Robin Dudley

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

Re: Vacation Switches

The parties agree to the following with respect to Vacation Switches in Department #1.

1. Vacation switches between employees must be for a complete week.
2. The Holiday Spare Operator (Conventional) or person covering vacation (Mobility*PLUS*) will work the shift they originally signed.
3. The operators agreeing to switch vacation weeks are required to cover each others work.
4. All vacation switches must be documented on the appropriate forms and approved by Management.
5. It is the responsibility of both operators to ensure vacation switches adhere to all ESA and CVOR regulations. Any violation may result in a cancellation of the vacation switch by Management.
6. If a specified holiday falls within the week of the switch, the operator with the week off earns the lieu day.
7. Once the initiating operator switches **their** week they are not permitted to switch that week again.
8. Points 2 & 3 do not apply if the vacation switch is approved before the work sign-up starts.

9. The parties understand a vacation switch may result in the violation of articles 32.7 and 32.8 of the collective agreement and therefore, under these circumstances, the vacation switches can not be grieved.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo

Kate Konopka

Neil Malcolm

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For UNIFOR, Local 4304

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

Re: Health Care Spending Account

The parties agree that when an employee continues to actively work full-time after the age of 67 the following conditions will apply.

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

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Letter of Understanding #20
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Declared Public Health Emergency

Should government declare a public health emergency in an area where [workplace/facilities] covered in this agreement is located and/or affected, and within five (5) calendar days of the declaration, the Region and Union shall meet to discuss the health and safety implications for employees/members of the bargaining unit and any other matters deemed relevant to the Parties.

Each pandemic, depending on the mode of transmission, will have specific health and safety controls. In each case, the Region will follow the direction provided by the Ministry of Health and the Ministry of Labour and implement appropriate plans. The JHSC shall meet within seven (7) days of the declared pandemic and throughout during the length of the pandemic as needed to ensure that safety controls are appropriate and remain effective.

Signed at Kitchener this 29th day of April, 2023

For the Region of Waterloo
Kate Konopka
Neil Malcolm

For UNIFOR, Local 4304
Brendan Burke
Angela Ransome

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Letter of Understanding #21
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Prepaid Leave

The parties to this Collective Agreement agree that the Prepaid Leave Policy # III-24 established by the Council of The Regional Municipality of Waterloo in effect as of date of ratification of this collective agreement shall apply to members of Unifor Local 4304.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Letter of Understanding #22
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Mobility Plus Vacation Coverage

The parties agree, that when there becomes a temporary position open due to vacation coverage in MobilityPLUS of two (2) weeks or more, the work assignment will be offered to a full time employee of less seniority before offering it as a temp assignment to a part time employee. This will be limited to one (1) movement per vacation coverage assignment and must be in compliance with ESA. When the temp assignment is complete, the employee that took the vacation coverage will return to their signed work. The temporary employee filling their work would return to part time.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Letter of Understanding #23
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Temp Coverage in Conventional

The parties agree, that when on occasion there becomes a temporary position due to extended illness or leave of absence in Conventional, if the absence will cover the remainder of the current sign up period and is at least two (2) weeks or longer, the work assignment will be offered to the most senior spareboard operator (whose seniority is lower than the operator who created the temporary opportunity). If the spareboard operator accepts the work a temporary spareboard assignment may be offered to a part time operator.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Letter of Understanding #24
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Fleet Vacation

1. The vacation sign up will be posted with employee names listed and updated regularly in a common area accessible to all employees.
2. The Employer will arrange for a vacation sign-up for Fleet employees, in accordance with the collective agreement. Lieu days and floaters will not be booked until after the vacation sign-up.
3. The parties agree approved vacation takes precedence over approval of a day off as per Article 13 – Specified Holidays.
4. The parties agree that a maximum of three (3) weeks of vacation shall be approved per employee during the summer period. The summer period is defined as starting the Sunday prior to the fourth Monday in June and ending on the Saturday prior to Labour Day. However, if the vacation of another employee is not affected in any way and efficient operation can be maintained, the parties agree further vacation may be approved by Management after the initial vacation sign-up.

5. The parties agree that should a previously booked and approved vacation week or single day subsequently become available through a cancellation, one (1) employee only shall be allowed to fill the vacant week or single day and resulting open vacation weeks will not be offered. Consideration of approval of vacation is on a first come basis.
6. Scheduling of Specified Holidays Department 2 will be as follows:
 - a. A minimum of one month prior to each specified holiday (except Christmas, Boxing Day and New Year's Day), Management shall post a sign-up schedule at each Fleet location and comes down two (2) weeks before the date.
 - b. Employees who volunteer to work on the specified holiday must indicate their shift preferences on the sign-up schedule at least two (2) weeks prior to the holiday. Voluntary sign-up preferences will be awarded based on seniority, in accordance with Article 33.10 b).
 - c. For Christmas, Boxing Day and New Year's Day, the sign-up schedule will be posted at least two (2) months prior to the specified holiday, and the employees must indicate their preferences at least six weeks prior to the holiday.

Shifts on specified holidays not filled through voluntary sign-up shall be filled in the following manner:

First appoint the least senior part-time employee until the specified holiday schedule is filled. For this purpose, part-time employees shall work up to the maximum hours referenced in Article 21.1 in a week where there is a specified holiday.

If necessary, the least senior full-time employee regularly scheduled to work on that day will be appointed to the work, until the specified holiday schedule is filled.

Notwithstanding the above, an employee on vacation for the full week of the specified holiday will not be scheduled to work on the holiday, unless scheduled through voluntary sign-up.

The parties understand that the scheduling of employees is subject to the Employment Standards Act requirement to provide employees with eleven (11) hours free from work between shifts. The Employer, Union and employees cannot contract out of the Employment Standards Act.

Renewed at Kitchener this 19th day of April, 2023

For the Region of Waterloo
Kate Konopka
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Letter of Understanding #25
LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
UNIFOR, LOCAL 4304

Re: Process and Supports for Operators

Employee safety is paramount. In the event of a situation in which a GRT employee feels **their** safety is at risk, the following guidelines and emergency support systems are available:

- 1) Assess the situation and determine if it is safe to continue in service.
- 2) Avoid actions likely to escalate the situation. Use de-escalation skills:
 - Stay calm
 - Explain the situation
 - Apologize
 - Always look toward offering an explanation and a resolution
- 3) Notify Transit Control or a Transit Supervisor (at night or on weekends) to provide clear and accurate information except in any situation where you feel that using the radio would increase the risk of violence or you are simply unable to do so.

- 4) Supervisors will provide the necessary assistance which will include guidance and attending the bus location (if necessary and possible) with an estimated time of arrival or immediately notifying the proper emergency services.
- 5) Cooperate with supervisors and emergency personnel to resolve the incident.
- 6) Technology, tools and support
 - Security staff is available at ASTT. If possible, have security meet your vehicle at the platform at **this location** to deal with the customer.
 - Mobile Security is available to meet the bus in service between terminals and additional units will be added as service expands.
 - Activate the silent alarm if the Operator feels that regular radio use would jeopardize Operator or passenger safety. This alarm provides the specific GPS location of the bus, changes the destination sign on the bus to 'Emergency Call 911' and **Transit Operations Centre (TOC)** is contacted directly.
 - Remember that all buses are equipped with security cameras that can be used to investigate an incident with an irate customer.
 - Consult the confidential binders to identify banned customers.
- 7) Post Incident Support -When the immediate threat to safety is eliminated:

- The Supervisor will document the incident with an HR18 Health and Safety Occurrence Report.
- Security staff may assist in the completion of a ban for the customer for GRT property or all GRT services (including buses).
- EFAP (Homewood etc.) services will be offered to the employee.

Amended at Kitchener this 8th day of May, 2023

For the Region of Waterloo

Kate Konopka

Neil Malcolm

Bill Barr

Ken McCready

Doug Spooner

Julian Milotic

Diana Brookes

Maggie Hulley

For UNIFOR, Local 4304

Brendan Burke

Angela Ransome

Angelo Neziri

Dwayne Hyde

Vern Sage

Robin Dudley