

COLLECTIVE AGREEMENT

- Between -

DISABLED AND AGED REGIONAL TRANSIT SYSTEM

- And -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 5167**

- INSIDE UNIT -

TERM OF AGREEMENT: JULY 1, 2016 – DECEMBER 31, 2016

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THIS AGREEMENT

MADE

between

**DISABLED AND AGED REGIONAL TRANSIT SYSTEM
(hereinafter called the "Employer")
Party of the First Part**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5167
(hereinafter called the "Union")
Party of the Second Part**

TERM OF AGREEMENT:

JULY 1, 2016 – DECEMBER 31, 2016

ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Agreement.
1. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and Union;
 2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 3. To encourage efficiency and safety in operations;
 4. To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union;
- 1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement;
- Now therefore, the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all Employees of the Disabled and Aged Regional Transit System in the City of Hamilton, save and except supervisors, persons above the rank of supervisor, a confidential secretary to the office manager, operations manager and human resources and any persons for whom a trade Union held bargaining rights as of February 3, 1999.
- (Note: Presently, there is one confidential secretary. The parties agree that should there be a need for an additional confidential secretary that the parties will meet and failing agreement may submit that matter to the Labour Relations Board.)
- 3.02 Supervisors and other persons excluded from the Collective Agreement may, from time to time, perform work normally performed by Employees in the bargaining unit so long as it is for the purpose of instruction, training, experimentation, in cases of emergency or where regular Employees are not available and so that no Employee will be laid off as a direct result of such work performance.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- 3.04 Where the singular is used in this Agreement, it shall be considered to be the plural being used when the context is required.

- 3.05 The Employer and the Union recognize and agree that the provisions as they are found in Appendix B" of this Agreement, only apply to Part-Time Employees, and that all other provisions as are found in this Agreement, outside of Appendix "B", will not be applicable to Part-Time Employees, which for the purpose of this Agreement, means all Employees who normally work less than forty (40) hours per week in a work week, as defined in Articles 18.01 and 18.02.

ARTICLE 4 - NO DISCRIMINATION AND HARASSMENT

- 4.01 The Employer agrees that there shall be no discrimination with respect to employment by reason of age, ancestry, colour and race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex and sexual orientation in accordance with the Ontario Human Rights Code, 1990 as amended nor by reason of his/her membership or lawful activity in the Union as protected by the *Ontario Labour Relations Act, 1995* as amended. Furthermore there will be no harassment tolerated in the workplace as precluded by the Ontario Human Rights Code and the Occupational Health and Safety Act (Bill 168) as well as any other applicable Acts and Legislation.

4.02 Workplace Free From Harassment

The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any bargaining unit member.

The Union and the Employer recognize the right of all employees to work in an environment free from harassment and bullying. The Employer and Union agree to take all appropriate action to foster such an environment. Harassment in the workplace includes but, is not limited to, threats or aggressive, or insulting behavior by a person in the workplace where the person knows or reasonably ought to have known that their behavior is likely to create an intimidating and/or hostile workplace environment which is prohibited under statute. Bullying is an incident in which a person is abused, threatened or assaulted in circumstances relating to their work, by an individual or group of individuals.

4.03 Harassment and Discrimination Complaints

- a) In the event that a grievance concerning harassment and/or discrimination is filed a meeting shall be scheduled with the President of CUPE Local 5167 or their designate and the Unit Vice President and the Executive Director and the Manager of Human Resources & Operations within ten working days of having received the grievance. Where the alleged harasser is the person who would be responsible for investigating the complaint, the matter will be referred to another Manager.
- b) In the event that the parties are not able to resolve the issue; the Employer and the Union may agree on a mediator and request a mediation date within ten days of the meeting as outlined in Article 4.03 (a).
- c) It is further agreed that nothing in this Article shall prevent either party from referring the grievance to arbitration as per Article (s) 12 and 13.

Note: The term "working days", shall be deemed to mean Monday to Friday inclusive.

ARTICLE 5 - UNION SECURITY

- 5.01 All Employees shall as a condition of employment, remain members of the Union in good-standing during the lifetime of this Agreement, and all new Employees hired shall, as a condition of employment become and remain members in good-standing in the Union within thirty (30) days of employment with the Employer.
- 5.02 Notwithstanding anything contained in this article, the Employer is not required to discharge any Employee to whom membership in the Union has been denied or terminated on any grounds unless the Employee refuses to tender the initiation fees and dues uniformly required for membership in the Union save and except Employees who maybe exempted from paying Union dues for any reasons as may be permitted under the Ontario Labour Relations Act, 1995 as amended

ARTICLE 6 - CHECK-OFF UNION DUES

- 6.01 The Employer shall deduct from every Employee any dues, initiations or assessments levied, in accordance with the Union constitution and/or by-laws, and owing by him/her to the Union.
- The Union shall advise the Employer, in writing, of the amount of monies to be deducted, and of any changes that may occur from time to time.
- 6.02 Deductions shall be made from each pay, and shall be forwarded to the Secretary-Treasurer of CUPE Local 5167 at the address stipulated in writing by the Union, not later than the 15th day of the month following, accompanied by a list of names, addresses and phone numbers of all Employees from whose wages the deductions have been made.
- 6.03 The Union agrees to save the Employer harmless with respect to all deductions and remittances made from Employees' pay as provided in this article.

ARTICLE 7 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-off.
- 7.02 On commencing employment, the Employees' immediate supervisor will provide him/her with a copy of the Collective Agreement.
- 7.03 The new Employee shall be allowed to meet with the Unit Vice President for up to one half (1/2) hour on company time, during orientation to familiarize the new Employee with CUPE and its Local 5167.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Operations Manager of DARTS or his/her designate and the Executive Administrator of CUPE Local 5167. A copy of all correspondence shall be sent to the Vice-President, the Unit Vice President and CUPE National Representative.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Labour/Management Committee

- (a) A Joint Labour/Management Committee ("Committee") shall be maintained to discuss labour relations issues. The Committee shall have no authority or jurisdiction to discuss grievances or attempt their resolution, nor shall the Committee have authority jurisdiction to alter, amend or negotiate the terms of this Agreement. The Committee does not have the power to bind either the Union or its members or the employer to any decision or conclusion reached in their discussions.
- (b) Either party shall request, in writing, no more than once per month, a meeting of the Committee, unless otherwise agreed to between the parties. Seven (7) days prior to the scheduled meeting date, the party requesting the meeting will present the other party with an agenda, outlining in sufficient detail, the matters to be discussed. The party being requested to attend may add matters to the agenda no less than three (3) days prior to the meeting except on consent of the party requesting the meeting.
- (c) Meetings shall be held at a time and place mutually agreed upon and as expeditiously as possible.
- (d) Each party shall name a co-chair who shall chair alternate meetings. It is understood that the Unit Vice President shall be the co-chair for the Union. It is further understood that in the event that the Unit Vice President is unable to attend the Labour/Management Committee meeting, the Vice President of the Local Union or the President of the Local Union shall be the designate for the Unit Vice President. Each party is entitled to three (3) members which includes the co-chair. The Union shall advise the employer in writing of the names of the representative from the drivers and inside worker bargaining units.
- (e) Minutes of the meeting shall identify speakers only as either "Union" or "Management" and shall be the responsibility of the Employer to produce. The Union co-chair shall review and provide approval to the minutes. The minutes shall be signed by both co-chairs prior to their being distributed to the Committee.
- (f) A copy of the minutes shall be posted on the Union Board by the Union.
- (g) No Union member shall suffer a loss in pay while attending a Committee meeting.
- (h) The Employer shall notify the Union in writing prior to implementing any technological change that causes a bargaining unit member to be laid off from the bargaining unit. For clarity there shall be no less than one (1) month notice of such technological change. It is further agreed that either party may request a meeting and the meeting shall be held within the one month time period.
- (i) The Employer shall notify the Union that DARTS is required by the City to reduce the service hours or if a City budgetary change may result in any members being laid off in the bargaining unit.

Either party can request a meeting within one (1) month of DARTS receiving the

above-noted notice from the City.

ARTICLE 10 – LABOUR MANAGEMENT RELATIONS

- 10.01 The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees, when discussing labour related issues or negotiating with the Employer. Such representatives shall have access to the Employer's premises, in order to investigate and assist in the settlement of a grievance, and will arrange a mutually agreeable time for such visitation
- 10.02 (a) The Employer will recognize three (3) Union Stewards. Two (2) Stewards shall represent the inside office staff. One (1) steward shall represent members from the maintenance department.
- (b) It is agreed and understood that the bargaining committee shall consist of two (2) Employees (one (1) chosen from Maintenance and one (1) chosen from the Office Staff) and the Unit Vice-President or his/her designate and such Employees shall have the privilege of attending committee meetings or bargaining sessions up to conciliation without the loss of remuneration.
- 10.03 The Union and the Employees agree that no Employee shall engage in Union activities and/or business which interferes with the Employer's business during working hours.
- 10.04 It is understood that the President of CUPE Local 5167 or his/her designate is a constitutional delegate to all Committees of the Local. The Employer recognizes the President of the Union, or their designate, as a member of the Grievance Committee.

ARTICLE 11 – COPIES OF AGREEMENT

- 11.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Collective Agreement, and his/her rights and duties under it. For this reason, the Employer and the Union shall jointly share the costs of printing and distributing sufficient copies of the Agreement, or any supplementary Agreements. It is agreed that such printing shall be done in a Union shop within thirty (30) days of signing.
- 11.02 The Employer agrees to inform the Union on decisions reached by the Board of Directors of DARTS that affect employment of bargaining unit members save and except matters of confidentiality.
- 11.03 (a) In the event there is a demonstrated need for the parties enter into a Letter of Understanding outside of the Negotiation process, it is understood that the Letter of Understanding shall be presented to the membership for debate and vote. A meeting shall be scheduled within (14) fourteen calendar days of the date the Letter of Understanding was struck. The Union shall advise the Employer in writing of concurrence/non concurrence of the affected bargaining unit. For clarity it is understood that no Letter of Understanding shall come into effect until such time that it has been voted on by the members of the effected bargaining unit.
- (b) Letter(s) of Understanding shall be made available to all employees upon request.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, as provided in Article 10.02, whose duties shall be to assist any Employee which the Steward represents, in preparing and presenting his/her grievances in accordance with the grievance procedure.
- (b) The employee shall have the right to have time to meet with their steward prior to meetings with the Employer for up to (10) ten minutes if requested.
- (c) It is agreed that Office staff employees shall have a steward who is a member of the Office staff to represent them in grievance meeting(s) with the Employer. It is further agreed that Maintenance employees shall have a Maintenance steward represent them in grievance meeting(s). It is further understood that in the event a steward as identified above is unavailable, the grievance meetings shall be rescheduled to a time when the appropriate steward can be made available.
- 12.02 The Unit Vice-President or his/her appointee so selected shall constitute the Grievance Committee so long as they remain Employees or until their successors are chosen. Time spent by the Unit Vice-President or his/her designate with the Employer with respect to a grievance shall be considered as time worked.
- 12.03 The Employer agrees that the Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her Supervisor, which permission shall be given as soon as possible.
- 12.04 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement and human rights and other employment-related statutes.
- 12.05 An Employee who has a complaint shall first discuss the complaint with his/her appropriate Supervisor before a grievance can be filed. It is further understood that an Employee can have the assistance of a Steward if he/she so desire.
- 12.06 All grievances submitted shall be in writing and processed through the following steps:

Note: When the term "working days" is referred to in Article 12.06, it shall be deemed to mean Monday to Friday inclusive.

Step No. 1 The Employee or his/her representative, may submit a grievance to the Human Resources Manager or his/her designee within ten (10) working days. The Human Resources Manager shall arrange for the presence of his/her Steward at the meeting. Such grievance must be in writing, signed by the Employee, and indicate the nature of the grievance, the Article alleged to be violated, and the adjustment sought. The Human Resources Manager or his/her designate, will give the grievor his/her decision in writing within five (5) working days of the date the written grievance was filed with him/her.

Step No. 2 If not then settled, the grievance may in accordance with the *Ontario Labour Relations Act, 1995*, as amended, be referred to arbitration within twenty-five (25) working days of the decision at Step No. 1, by either party. If no written request for arbitration is received within twenty-five (25) working days of the date that the decision is rendered under Step No. 1, of the grievance procedure, the grievance shall be deemed to be abandoned and the same grievance shall not be the subject matter of a further grievance. Written notice shall be given to the other party naming a nominee to a Board of Arbitration. The two nominees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the Notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairperson within the time limit allotted herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

- (a) As soon as possible after the Arbitration Board has been completed by the selection of a Chair, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after arbitration proceedings have commenced.
- (b) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits.
- (c) However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Employer or the Union Grievance Committee in the case of an Employer Grievance, shall stand.
- (d) Each of the parties hereto will bear the expense of its representatives and the Arbitrator or mediator appointed by it and the parties shall share equally the expenses of the Chairperson of the Arbitration Board.
- (e) No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Employer or in the Union.

12.07 No grievance shall be considered in any Step unless it has been properly carried through all previous Steps of the Grievance Procedure required by this Agreement, except that if; at any Step of this Grievance Procedure, the Employer or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next Step with the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

12.08 Where a dispute involving a question of the general application of interpretation occurs,

- or where a group of Employees or the Union has a grievance, Step No. 1 of this Article may be bypassed. In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two Employees as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.
- 12.09 The Union and its representatives shall have the right to originate a grievance for an Employee, or group of Employees, other than through an Employee(s) or Steward or to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence to Step No. 2.
- 12.10 In addition to any provisions under the Occupational Health and Safety Act, 2000 as amended (Ontario) an Employee or group of Employees who believe that they are being required to work, under conditions, which are likely to endanger himself/herself and/or themselves and/or another worker, shall have the right to file a grievance to Step No. 2.
- 12.11 The Employer shall supply the necessary facilities for the grievance meetings. Where a grievor is required to attend a grievance meeting or scheduled mediation under the grievance procedure he/she will not suffer any loss of remuneration. A grievor attending arbitration will be granted a leave of absence without pay.
- 12.12 Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 12.13 Subject to Article 13.01, no grievance shall be defeated by any formal or technical objection, and the Arbitration Board shall have the power to allow all necessary amendments to the grievance, and the power to waive formal procedural regularities in the processing of a grievance, in order to determine the real matter in the dispute, in the giving of a decision according to the equitable principles and the justice of the case.
- 12.14 If the Union wants the assistance of a witness(s) and the Employer agrees during the course of a grievance meeting, than any such witness(s) will suffer no loss of wages by attending this grievance meeting.
- 12.15 Unresolved grievances may be referred to mediation upon mutual agreement of the parties in writing. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. All time lines associated with filing for arbitration shall be suspended pending the outcome of mediation.

ARTICLE 13 – ARBITRATION

- 13.01 In accordance with Article 12, grievances may proceed through the grievance procedure to a mediator for the purpose of resolving grievances in an expeditious and informed manner. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings, unless the parties agree otherwise.

- 13.02 Time limits fixed in both the grievance and the arbitration procedure may be extended by written consent of the parties to this Agreement.
- 13.03 The arbitrator(s) may have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 13.04 The parties to this Agreement may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration referred to in this Article.
- 13.05 Each party shall bear the expenses of its representatives, participants, witnesses and of the preparation and presentation of its own case. Where practicable, the Union will provide notice to the Employer seven (7) days in advance of any Employee(s) who may otherwise have been scheduled for a shift on a date the matter is scheduled for arbitration and the Employer will grant a leave of absence without pay to any Employee required by the Union to be a witness at an arbitration.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 It is understood that in the event that a representative of the Union employed by DARTS is not available, the Employer shall contact the CUPE Local 5167 office and advise that there is no representative available and the reason why. The local union shall ensure that there is a representative made available from the local union office to meet with the Employer and the employee. It is further agreed that, if possible, the office staff shall be represented by a steward who is a member of the office staff and the Maintenance staff shall be represented by a steward who is a member of the Maintenance staff.
- 14.02 An Employee who has completed his/her probationary period may be dismissed, but only for just cause. When an Employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such Employee and the Union shall be advised promptly in writing by the Employer, of the reason for such discharge or suspension.
- 14.03 An Employee who has completed his/her probationary period and considers that he/she has been wrongfully or unjustly discharged or suspended, shall be entitled to file a grievance commencing at Step No. 2. All other discipline grievances will commence at Step No. 1. Employees who have completed the probationary period shall not be disciplined except for just cause.
- 14.04 An Employee shall be notified in writing of any expression of dissatisfaction concerning his/her work within fifteen (15) working days of the Employer's receipt of complaint. This notice shall include particulars of the work performance that led to such dissatisfaction. In the event that the employer requires additional time to investigate the complaint the employer shall send a letter to the Executive Administrator of CUPE Local 5167 confirming an extension and the reason for such extension, a copy shall also be sent to the Vice-President and Unit Vice President.
- 14.05 All disciplinary notations on an Employee's record shall be removed after eighteen (18) months provided that the Employee has remained discipline free in the previous twelve (12) months.

ARTICLE 15 – SENIORITY

- 15.01 Seniority is defined as the length of service in the bargaining unit since an Employee's last date of hire. Seniority shall be considered for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.
- 15.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, and any reductions in seniority as required under this Collective Agreement. An up-to-date seniority list shall be sent to the Executive Administrator of CUPE Local 5167 and the Unit Vice President annually. The seniority list shall be posted on all bulletin boards in January of each year.
- 15.03 Newly hired Employees shall be considered on a probationary basis for a period of six hundred (600) hours worked from the date of last hire. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Employee's termination is contrary to the *Ontario Human Rights Code, 1990* as amended. After completion of the probationary period, seniority shall be effective from the last date of hire.

- 15.04 An Employee shall lose his/her seniority in the event:
1. He/she is discharged for just cause;
 2. He/she resigns; if not rescinded in writing by the employee and submitted to the Employer within 72 hours.
 3. He/she is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
 4. He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;
 5. He/she is laid off for two (2) years.
 6. He/she is absent for a period of two (2) years unless prohibited by statute.
- 15.05 (a) No Employee shall be transferred to a position outside the bargaining unit without his/her written consent. If an Employee is transferred to a non-Union position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within sixty (60) days but not thereafter, he/she shall be placed in a job consistent with his/her seniority.
- Such return shall not result in the layoff or bumping of an Employee holding greater seniority.
- (b) If an Employee is transferred to another CUPE bargaining unit with the Employer, she/he shall retain all seniority and service credits. Transfers between bargaining units shall be restricted into vacancies that exist after the exhaustion of the

internal posting procedure. In the event there is more than one transfer request, appointment shall be made of the senior qualified Employee requesting the transfer. In no event shall the transfer result in the bumping of any Employee incumbent to the receiving bargaining unit.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 When a permanent vacancy occurs, or a new position is created within the bargaining unit, the Employer shall notify the Executive Administrator and the Unit Vice President of CUPE Local 5167 in writing, and post notice of the position in the Employer's office, locker rooms, shops, and on all bulletin boards and the Employer's website, for a minimum of one (1) week, in order that all members will know about the position and be able to make written application. If a posting is not filled by a bargaining unit member, then the employer will first consider qualified applicants from the drivers bargaining unit. If no applicant is qualified from the drivers bargaining unit, then the position may be advertised and filled externally.

For clarity, it is understood that the bargaining unit shall mean all members that fall under the scope of the inside collective agreement.

16.02 Such notice shall contain the following information:

Nature of position, classification, qualifications, required knowledge and education, skills, shift, wage or salary rate or range and date of posting. Those qualifications may not be established in an arbitrary or discriminatory manner.

16.03 (a) A senior Employee who applies for promotion within the bargaining unit will be selected for the job posted provided he/she has the qualifications, experience, skill and ability to perform the work. The Employer shall provide the successful applicant with a familiarization period not to exceed thirty (30) working days.

(b) Where two (2) or more Full-Time employees commence work on the same day, seniority preference will be determined by a draw. The President of CUPE Local 5167 or designate shall be present to witness the draw.

16.04 In the event a successful applicant proves unsatisfactory in the position during the aforementioned familiarization period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority, wages or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary.

16.05 (a) The Union shall be notified of all hirings, layoffs, transfers, recalls and terminations of employment.

(b) In the event that a full-time Employee, as defined in Article 18.01, wishes to transfer from a full-time position to a Part-Time position, he/she shall be deemed to be terminated as a full-time Employee and be rehired as a Part-Time Employee and Appendix B shall apply. In this transfer from full-time to Part-Time status, an Employee shall not lose his/her seniority.

16.06 If an Employee identifies an opportunity during their regular working hours to acquire experience i.e. another position, he/she may submit a request to DARTS. If the

Employee's work requirements permit, DARTS may assign interested Employees to assist in another position and/or exchange positions for a temporary period (where both Employees consent) without any affect upon the wage rate of the Employees involved and at no cost to DARTS. The parties confirm that other provisions of the Collective Agreement including Article 24.03 and 23.07 do not apply.

- 16.07 The Employer and the Union acknowledge their obligations and responsibilities under the *Ontario Human Rights Code*, *WSIB*, *Occupational Health and Safety Act*, the *Employment Standards Act* and other such relevant legislation. Therefore, where an Employee is unable to perform the full scope of regular duties, the Parties agree to cooperatively apply the aforementioned legislation.

ARTICLE 17 - LAYOFFS AND RECALLS

- 17.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided the employee has the necessary qualifications, skills, ability and experience to perform available work. Employees shall be recalled in the order of their seniority, providing they have the qualifications, skills, ability and experience to perform available work.
- 17.02 No new Employees will be hired until those laid off who have the necessary qualifications, skills, ability and experience to perform available work have been given an opportunity for re-employment.
- 17.03 The Employer agrees to pay the full coverage to group insurance plans for Employees laid off for periods up to three (3) months, if unemployed. In the event of a longer layoff, Employees so affected will be given the right to continue this coverage through direct payments. For clarity it is understood that the Employer shall advise all eligible laid off employees, in writing at the end of the second (2nd) month information related to continuation of benefits.
- 17.04 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of Grievance Procedure.
- 17.05 The Employer shall notify Employees who are to be laid off five (5) days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of layoff, he/she shall be paid in lieu of work for that part of five (5) days during which work was not made available.
- 17.06 An Employee who is subject to layoff shall have the right to either:
1. Accept the layoff;
 2. Be placed into a vacant position for which he/she is qualified;
 3. Displace another Employee with lesser bargaining unit seniority if the Employee originally subject to layoff meets the requirements of 17.01. An Employee so displaced shall be deemed to have been laid off and shall be dealt with in accordance with the provisions of Article 17. However, Article 17.05 only applies to the first notice of layoff which results in an Employee exercising bumping rights as well as to the last Employee ultimately laid off at the end of the bumping process. Employees may only bump into an equivalent or lower rated

classification.

17.07 In order that the operations of the Union will not become disorganized when layoffs are being made, the Unit Vice-President and the Stewards shall be the last persons laid off during their term in office, so long as a position which they are qualified to perform is available.

ARTICLE 18 - HOURS OF WORK

18.01 The Employer does not guarantee to provide employment and this article is not to be construed as guaranteeing hours or days of work per week or otherwise. Full-time Employees will normally be scheduled to work forty (40) hours in any work week.

18.02 The standard work week and pay period shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.

18.03 A thirty (30) minute paid meal allowance, free from work shall be included as part of the regularly scheduled work period for Employee.

18.04 A full-time Employee reporting for work in his/her regular shift shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. When service is cancelled due to inclement weather, Employees scheduled to work on that day shall be paid a minimum of four (4) hours pay at straight time.

18.05 All Employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and second half of a normal shift.

18.06 All Employees shall be required at the start and conclusion of each shift to use the time clock to verify hours worked.

18.07 All mechanics, lead hands, fuelers/interior cleaners and shop assistants shall be afforded a fifteen (15) minute paid wash-up period at the end of every shift.

18.08 The Employer agrees there shall be no split shifts scheduled.

18.09 All Employees shall be permitted two (2) consecutive days off per week.

18.10 Effective January 1, 2010:

(a) An employee who works a shift where the majority of hours fall between 4:30 P.M. and 12:00 Midnight, other than a Sunday shift, shall receive \$.75/hr additional compensation for all hours worked, and it shall be paid retroactive to the commencement of the shift.

(b) Any employee who works hours from 12:00 Midnight to 6:00 am shall receive \$.75 /hr additional compensation for all hours worked and it shall be paid retroactive to the commencement of the shift.

(c) Shift premium shall not apply in calculating overtime or vacation pay.

(d) All hours worked on Sunday shall be paid \$.75/hr additional compensation.

18.11 Maintenance Workers

Schedules will be assigned on the basis of seniority preference within each classification

on a quarterly basis. In the event DARTS cannot meet a scheduling preference, it will advise the employee of the operational concern. DARTS will not exercise discretion in an arbitrary or discriminatory fashion.

Dispatcher

- (a) Dispatchers shall choose a posted schedule in order of seniority, on a quarterly basis.
- (b) Seniority preference will also be considered when shifts are added or deleted by DARTS.
- (c) It is further understood that dispatchers shall rotate through all scheduled start times in identifying their preferred schedules. Assignments within a dispatchers schedule will not exceed two (2) weeks. For clarity it is understood that the word assignment shall mean each of the workstations requiring coverage.
- (d) In the event, DARTS cannot meet a scheduling preference, it will advise the employee of the operational concern. DARTS will not exercise its discretion in an arbitrary or discriminatory fashion.
- (e) DARTS will re-assign by seniority a dispatcher who wishes to be temporarily re-assigned to shifts vacated by a dispatcher working a Monday-Friday dayshift schedule if;
 - (i) The dispatcher has been absent for 3 consecutive shifts;
 - (ii) DARTS has written confirmation the employee will continue to be absent a further 2 weeks;
 - (iii) Such re-assignment does not unduly disrupt DARTS operations.

The absent employee can only return to his/her vacated schedule with one week's written notice to DARTS.

Clarity Note: The Employer shall inform affected employees as soon as practicable of a need to amend schedules.

18.12 Switching of Shifts

- (a) During the term of the master schedule an Employee may agree to switch an assigned shift with another qualified Employee in the same classification.
- (b) Switches cannot violate any requirement under the collective agreement or statute.
- (c) Where an Employee mutually agrees to a switch, written confirmation shall be provided to DARTS prior to the commencement of both shifts. Employees are responsible for working the switched shift as identified in the written confirmation provided to DARTS.
- (d) The switching of shifts at no time shall result in the employer being responsible for paying premium or overtime compensation.
- (e) An Employee who has switched a shift cannot subsequently switch this shift with another Employee.
- (f) It is understood that requests to switch scheduled shifts will not be unreasonably

denied.

- (g) Request for switches of blocks of time shall be considered on a case by case basis but it understood DARTS has the sole discretion to deny any such request. It is further understood that DARTS' discretion will not be exercised in a discriminatory manner.

ARTICLE 19 - OVERTIME

- 19.01 All time worked beyond forty (40) hours per week or on a holiday as defined in Article 20.01, shall be considered as overtime which is paid at time and one-half. For the purpose of Article 19.01, statutory holidays will be considered time worked on a straight time basis. In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 19.02 Overtime work shall be on a voluntary basis. It is understood that it is the responsibility of an Employee to complete his/her daily assignment, and each Employee shall endeavour to accommodate a reasonable request for overtime by the Employer, which results from unforeseen circumstances.
- 19.03 An Employee who is called back and required to work outside his/her normally scheduled working hours shall be paid for a minimum of four (4) hours at straight time rates. Such call-back is to apply only after the Employee has left the Employer's property.
- 19.04 Call backs and overtime shall be offered on the basis of seniority preference among qualified Employees. If no one volunteers for the overtime or call back assignment the junior qualified Employee shall be assigned.
- 19.05 Overtime at the rate of double time (2) times the Employee's regular hourly rate shall be paid for all hours worked on the Employee's seventh (7) consecutive work day, unless there is a voluntary assignment during the seven (7) day period under consideration. Premium compensation or overtime will not be duplicated, compounded or pyramided.
- 19.06 Forty-eight (48) hours notice shall be given before a change of shift. Failure to provide at least eleven (11) hours rest between shifts which are being changed, shall result in payment of overtime at the established rate for any hours worked during such normal rest period.
- 19.07 No scheduled overtime opportunities shall be offered to any active, senior, qualified Employee(s) until such time as qualified Employees on lay off from the classification where the scheduled overtime is required are provided, in seniority order, the opportunity to accept the scheduled overtime.

For the purpose of this Article, scheduled overtime shall not include continuation of the workday.

ARTICLE 20 - HOLIDAYS

- 20.01 The Employer recognizes the following paid holidays:

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

The Employee's birthday and Remembrance Day are to be taken between Christmas Day and New Year's Day and the day(s) to be so allotted to be by mutual consent; and any other date proclaimed as a holiday by Federal, Provincial or, Municipal Government.

- 20.02 When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- 20.03 When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall be paid for the holiday. The Employee may request a day off without pay within thirty (30) days following the holiday in lieu of the holiday and such request shall not be unreasonably denied if the Employee has provided the Employer with seven (7) days written notice and it does not interfere with the operation of the Employer. Should the Employee's request not be approved, DARTS will provide the Employee with a day off without pay as mutually agreed upon by the Employer and the Employee.
- 20.04 Statutory holiday pay will only be paid for those shifts which commence on the statutory holiday.
- 20.05 In order to qualify for payment of paid holidays, an Employee is required to work his/her full regularly scheduled shift immediately preceding and the full regularly scheduled shift immediately following the holiday. Employees become eligible for paid holidays only upon completion of their probationary period.
- 20.06 It is agreed and understood, independent of any clauses set out in the Collective Agreement that all qualified Employees, full-time and Part-Time, are eligible to work Christmas Day. The Employer will schedule those Employees who signify a desire to work on Christmas Day first. If additional Employees are required, qualified Employees shall be scheduled to work in reverse order of seniority, subject to the condition that no Employee shall be forced to work two (2) Christmas Days in succession, if there is an Employee available who did not work the previous year. All work performed on Christmas Day shall be paid at double time (two times) the straight-time hourly rate, and not at time-and-one-half (one and-one-half).

This agreement shall be irrevocable unless both parties agree to amend or delete.

ARTICLE 21- VACATIONS

- 21.01 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

	<u>Vacation</u>	<u>Vacation Pay</u>
Less than 1 year	5/6 working days for each Month to a maximum of 10	4%
1 year or more	Two weeks	4%
3 years or more	Three weeks	6%
8 years or more	Four weeks	8%
15 years or more	Five weeks	10%

Effective January 1, 2010:

14 years or more	Five weeks	10%
20 years or more	Six weeks	12%
25 years or more	Seven weeks	14%

For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1 of any year to December 31 of the same year.

21.02 If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

21.03 Each week of vacation pay will be calculated at the appropriate percentage (indicated in section 21.01) of earned hours including premiums and overtime, in accordance with the *Employment Standards Act, 2000* as amended.

When a Full-Time Employee is absent from work for any reason during a vacation year as defined in Article 21.01, he/she shall receive vacation pay based upon a prorated portion of the previous year's vacation entitlement.

21.04 Vacation time must be taken within the vacation year as defined in Article 21.01.

21.05 An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to his/her proportionate share of any accrued vacation pay.

21.06 Vacation schedules shall be posted by January 1st of each year and shall not be changed unless mutually agreed to by the Employee and the Employer. Senior Employees will have preference within their own classification for vacation selection for up to four (4) weeks of vacation and must indicate such preference in writing on the posting sheet. Preference based upon seniority will be considered by the Employer subject to the availability of Employees to cover for vacation and/or to maintain the efficient operation of the service. Employees may take up to a maximum of two consecutive weeks of vacation. Any additional consecutive weeks will be solely at the discretion of the Employer. Any weeks that become available through postings shall refer back to the original submittance, and shall be awarded to the senior Employee with available vacation time outstanding.

21.07 An Employee shall take his/her vacation in an unbroken one (1) week period unless otherwise mutually agreed upon between the Employee concerned and the Employer. An Employee may take up to five (5) vacation days on an individual basis. Single day vacation requests must be made in writing seven (7) days in advance of the proposed vacation date. It is understood only one Employee can be off within a classification group for vacation. However, up to two (2) employees in the logistics specialist classification and up to two (2) employees from the maintenance department will be permitted to be off for vacation where DARTS operation reasonably permits.

21.08 Where an Employee qualifies for sick leave requiring hospitalization or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed upon.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Where disability payments have been provided for an indefinite period by reason of sickness or accident, the Employee shall provide to the Employer, an appropriate

written authorization allowing the employer to obtain a medical report from the treating physician, setting out the nature of the illness and/or injuries, (unless in the Doctor's discretion, such a description should not be given for the benefit and welfare of the patient) and the expected length of duration of the disability.

An Employee returning to work with restriction must notify DARTS in advance and provide a completed functional abilities form from his/her medical practitioner who is in good standing with the College of Physicians and Surgeons identifying the Employee's functional abilities and limitations, workplace restrictions and the duration of the restrictions prior to his/her return.

- 22.02 An Employee may be required to produce a certificate from a qualified medical Practitioner for any illness certifying that such Employee is unable to carry out his/her duties due to the illness. The Employer shall pay up to \$25.00 upon receipt of a paid invoice relating to the cost of obtaining a medical certificate on the form as provided by DARTS.

The Employer will reimburse the Employee up to \$75.00 towards the cost of a Functional Abilities Form on the form provided by DARTS upon receipt of a paid invoice.

- 22.03 All full-time Employees shall be credited with sick days at the rate of 3/4 of a full day per month provided the Employee has not been absent during such month except on approved leave of absence in accordance with Article 23 of the collective agreement. If at the expiry of the calendar year, being the 31st of December, the Employee has not utilized any and/or all of the sick days provided herein, he/she shall be paid by the employer for those days not utilized in the next pay following the 31st of December.

ARTICLE 23 - LEAVE OF ABSENCE

- 23.01 Leave of absence without pay to attend Union conventions and seminars shall be granted to a member of the Union. Such leave shall be subject to the following conditions:

- 1) Not more than one (1) Employee at any time shall be permitted such leave;
- 2) The maximum number of days granted hereunder shall not exceed twenty (20) for each year of the contract. Notwithstanding this condition, additional days may be granted at the sole discretion of the Employer, provided the request is made in writing and written approval is obtained from the Human Resources Manager or his designate;
- 3) A request must be made in writing and approved at least one week prior to the commencement of the date or dates for which the leave is requested. Such request shall state the particulars of the function to be attended.
- 4) The Employer shall pay wages and benefits for leaves of absence under the terms of this Article and the Union shall reimburse the Employee for all wages and benefits, within thirty (30) days of a receipt of an invoice.

- 23.02 The Employer recognizes the rights of Employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority so that Employees may be candidates in a federal, provincial or municipal election. Any Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be

granted leave of absence without loss of seniority, by the Employer for a period up to one year. Such leave shall be renewed each year, on request during his/her term of office.

23.03 An Employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave without loss of salary or wages, in the case of the death of a parent, step-parent, child, spouse, or common law spouse including same sex partner, as defined under the *Family Law Act, R.S.O. 1990 c.F.3*. One of the five (5) days taken shall be the date of the funeral or memorial service.

Three (3) days leave without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandchild, grandparent or step child. One of the three (3) days taken shall be the date of the funeral or memorial service.

One (1) day leave without loss of salary or wages in the case of a legal guardian, brother-in-law, sister-in-law, aunt, uncle, step-brother, step-sister, step- grandchildren and parent-in-law to attend the funeral or memorial services.

It is further understood that the Employer may request proof of death and the relationship.

At the request of the employee, one of the days may be reserved and used for an interment, Celebration of Life or other service related to the funeral that may be scheduled at a later date.

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

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

23.06 Maternity, Paternity, Parental and Adoptive Leave, as well as Compassionate Leave, shall be provided in accordance with the *Employment Standards Act, 2000*, as amended.

23.07 Hours required for attendance at courses taken for improving or maintaining qualifications that are required by the Employer shall be paid for at a straight time and does not count towards overtime, pursuant to the terms of the collective agreement.

23.08 (a) DARTS will consider written proposals from employees interested in an apprenticeship opportunity. Upon request DARTS and the Union will schedule a meeting with the applicant to discuss whether a request may be granted by DARTS.

(b) Terms and conditions of any leave and/or financial support available will be discussed.

(c) It is understood that DARTS retains full discretion whether or not to approve an apprenticeship application depending on its operational requirements.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A"

attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of his/her wages and deductions.

Deficiencies in an Employee's pay in excess of \$50.00 shall be paid by way of an advance within three (3) days of advising the Employer.

24.02 The principle of equal pay for equal work shall apply, regardless of sex.

24.03 When an Employee temporarily substitutes in, or performs the principal duties of a higher paying position for more than four (4) hours he/she shall receive the starting rate for the job. It is agreed and understood that Employees who perform the principal duties of a higher paying position for Employees on vacation or sick leave will receive the higher rate. When an Employee is temporarily assigned to a position paying a lower rate, his/her classification rate shall not be reduced.

24.05 If the Employer requires and requests an Employee to obtain an upgraded certificate or degree, the Employer will reimburse the Employee for tuition, course material and registration costs. It is agreed that written approval of the Employer must be obtained in advance to be eligible for such reimbursement.

- 24.06 a) The senior mechanic on the day shift (Monday to Friday) will be offered the responsibility for administrative duties including but not limited to work assignment, coordinating work flow and ensuring all work orders are completed correctly and filed with administration.
- b) It is further agreed that in the event the senior mechanic on the day shift declines this responsibility the Employer shall offer this responsibility to other mechanics on duty in order of seniority.
- c) The Mechanic will receive responsibility pay of \$2.00 an hour when fulfilling the assignment identified above.

Note: This Article takes effect when the Lead Mechanic position is eliminated for redundancy as agreed.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 When an existing job is substantially changed or a new job is created in the bargaining unit, the Employer will discuss with the Union the changed job or rate before establishing them. In the event agreement is not reached on the rate, the Union may grieve against such rate for jobs in the bargaining unit, with final referral to a single arbitrator whose decision will be binding on both parties.

25.02 The Employer agrees the current job descriptions for all positions and classifications for which the Union is the bargaining agent shall become the recognized job descriptions for the purpose of Article 25.01.

25.03 Existing classifications shall not be eliminated without prior notice to the Union.

25.04 The parties agree to establish a Job Evaluation Plan.

The Employer shall for a new position or a change in a position resulting in a change of the essential character of the positions prepare a job description.

It is understood by the parties that the scope of any appeal launched with respect to the description or the rating of a job is limited by management's exclusive right to determine job content under the Collective Agreement.

The purpose of the Job Evaluation Program is designed to create and maintain equal pay for work of equal value. It provides the method by which job descriptions and job ratings shall be maintained to meet the changing conditions and work requirements. It is also recognized by the parties the Job Evaluation Program will be used to maintain Pay Equity in accordance with the Pay Equity Act.

ARTICLE 26 - WELFARE BENEFITS

- 26.01 It is agreed that the Employer's sole obligation when providing benefits is the requirement to pay premium costs allocated in this agreement in the amount negotiated with the insurance carriers. Summaries of the insurance plans are set out in the plan benefit booklet. At all times the provisions of the master insurance plan between the insurance carrier and the Employer will govern. The Employer shall provide the Executive Administrator of CUPE Local 5167 with a copy of the master insurance plan and with any amendment(s) thereafter. Any dispute as to benefit entitlement is solely between the Employee and the insurer.
- 26.02 (i) The Employer shall pay 100% of the premiums for the following as per Great West Life as of August 1, 2007; Class 10 Full-Time Union Inside Workers, Class 11 Part-Time Union Inside Workers, Class 3 Drivers with WI and LTD and Class 4 Drivers without WI and LTD:
- Six Months of Service:
- (a) Employer Health Tax or any other substitute;
 - (b) Group Life Insurance in the amount of \$100,000.00;
 - (c) Extended Health Care (\$9.00 dispensing fee cap) plus \$300.00 eyeglass rider every two years;
 - (d) Ward hospitalization coverage;
 - (e) Dental Plan
- With Twenty Months of Full-Time Service:
- (f) Short-Term Disability (1-5-17) and Long-Term Disability.
- Items b, c, d, e, f, as are set out in the insuring policy.
- (ii) The Employer agrees to pay up to 5.5% of regular earnings for those Employees who wish to participate in a Registered Retirement Savings Plan for those Employees who have attained six (6) months of service.
- 26.03 If the Employer changes insurance carrier for any reason, the Employer will agree that the benefits with the new carrier will be no less than those benefits received by the Employee with the last insurance carrier.
- 26.04 If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the Employees, in the form of increased wage or salary rates, or in the form of other benefits.
- 26.05 (a) Employees having attained the age of 65 shall continue to receive the benefit entitlement to which they were eligible prior to attaining the age of 65 with the

exception of:

- (i) STD/LTD coverage;
 - (ii) subject to paragraph (b), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (b) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that Employees who have attained the age of 65 are or may become ineligible to receive prescription drug benefits under that Plan in certain circumstances, the employer and the Union will negotiate alternate provisions respecting prescription drug benefits if available to Employees under the group benefit plan.

26.06 During the life and term of the Collective Agreement, the Parties agree to establish and participate in a Joint Benefits Committee. The parties agree that the Joint Benefits Committee shall explore all potential options or changes that could generate cost reductions to the Benefit Plans with the following order of priorities:

- (a) Options or changes that can be achieved to increase existing benefit entitlements while reducing costs.
- (b) Options or changes that can be achieved without eroding the existing benefit entitlements while maintaining costs.
- (c) Options or changes that can be achieved through trade-offs without eroding the overall value of the existing benefit entitlements.

It is further agreed that any options or changes, as outlined in a, b, c, above shall be sent to the Executive Administrator of CUPE Local 5167 and ratified by the members of DARTS at a Unit Meeting so called for the purpose of ratification.

ARTICLE 27 - SAFETY AND HEALTH

27.01 The Employer and Union agree to mutually work towards maintaining high standards of safety and health in order to prevent industrial injury and illness. The Employer and the Union shall abide in all respects with the requirements of the *Occupational Health & Safety Act, 2000* as amended.

27.02 The following safety equipment shall be provided for Employees working in the garage:

- (a) One (1) pair of safety boots every twelve (12) months upon receiving an acceptable receipt to a maximum reimbursement of one hundred and fifty dollars (\$150.00).
- (b) The Employer agrees to continue the practice of providing coveralls and cleaning service.
- (c) The Employer will have available for Employees required to leave the property on service calls, an orange reflective vest which will be made available in the storage room. The Employer agrees to provide one orange winter coat per maintenance Employee.
- (d) One (1) pair of prescription safety glasses every year for those Employees who require them as set out under the insurance coverage arranged by DARTS unless the Employee provides evidence satisfactory to DARTS confirming his/her prescription has changed and necessitates new prescription safety glasses being purchased or if the glasses are broken in the course of the

Employee performing his/her assigned duties.

- 27.03 The Employer agrees to pay tuition costs for an Employee who successfully completes a St. John's Ambulance First Aid Certificate course.

ARTICLE 28 - GENERAL CONDITIONS

- 28.01 Proper accommodation shall be provided for Employees to have their meals and change their clothes.

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

It is agreed that no notices will be posted on the bulletin board without prior consultation with the Human Resources Manager or his/her designate.

All non-Union notices which Employees wish to post on the notice board must first be approved by the Employer.

- 28.03 Mechanics

Mechanics as a condition of employment must have a valid Class "S" or "T" licence. A mechanic who temporarily loses his licence will be immediately laid off without benefits and remuneration.

Full-time mechanics will be eligible to receive up to twelve hundred dollars (\$1,200.00) per calendar year for a tool allowance. The Shop Assistant will be eligible to receive up to seven hundred and fifty dollars (\$750.00) per calendar year for a tool allowance. Approval must be received in advance in writing from the Employer and proper receipts must be provided in order to be eligible for the tool allowance.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

- 29.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any provision of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees shall remain in existence and either party; upon notice to the other, may reopen this present Agreement for negotiations.

ARTICLE 30 - TERM OF AGREEMENT

- 30.01 This Agreement shall be binding and remain in effect for a period of four (4) years from July 1, 2016 to December 31, 2016 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days of the expiry date in any year that it desires its termination, or amendment.
- 30.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 30.03 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give written notice to the other party of its desire to terminate or amend this Agreement. Within ten (10) working days of receipt of

such notice by one party, or such later date as may be mutually agreed upon, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith, and make every reasonable effort to consummate a revised or new Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives.

This 16th day of February, 2017



MARK MINDORFF

KATHY MCVICARS

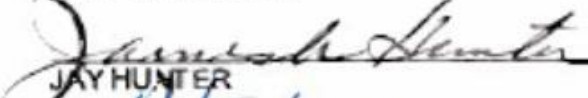
**DISABLED AND AGED REGIONAL
TRANSIT SYSTEM**



BARB CARTER



SANDRA WALKER



JAY HUNTER



PETER GROVE

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5167**

APPENDIX "A" – WAGES

	Current Wage Rate	Effective January 1, 2013 (\$\$.50)	Effective May 7, 2013 (\$.25)	Effective July 1, 2013 (2%)	Effective July 1, 2014 (2%)	Effective July 1, 2015 (2%)
DISPATCHER	18.87	19.37	19.62	20.01	20.41	20.82
LEAD MECHANIC	33.70	33.70	33.95	34.63	35.32	36.03
MECHANICS	26.96	27.46	27.71	28.26	28.83	29.41
FUELER/INTERIOR CLEANER	16.80	17.30	17.55	17.90	18.26	18.63
GENERAL OFFICE SUPPORT WORKER	18.53	19.03	19.28	19.67	20.06	20.46
SHOP ASSISTANT	17.96	18.46	18.71	19.08	19.46	19.85
A Dispatcher who is assigned to provide required training to new dispatch staff will receive an instructor allowance of \$2.00/hr.						
Dispatcher's who are interested in providing training which may be assigned, will file an expression of interest in writing on the form provided by DARTS. Available, qualified employees, scheduled when training is required for a function, will be offered the opportunity by seniority in descending order on a continuous rotating list. If no Dispatcher on a shift has submitted an expression of interest in writing to provide training, DARTS will assign the junior qualified Dispatcher scheduled to provide necessary training.						

APPENDIX "B" – PART-TIME EMPLOYEES

- 1.01 The Employer and the Union agree that all provisions of the Collective Agreement to which this Appendix is attached, shall apply to all Part-Time and temporary Part-Time Employees, except as modified or excluded, as set out in this Appendix.
- 1.02 The Employer does not guarantee to provide employment or work for normal hours or for any other work. A Part-Time Employee is defined as an Employee who works less than forty (40) hours per week.
- 2.01 The normal hours for Part-Time Employees shall be as scheduled or required, subject to the following: Minimum payment of four (4) hours' pay at straight time rates, each day the Employee reports for work, unless the Employee has been advised in advance that he or she need not report.

The Employee will not receive the four (4) hours' reporting allowance if such Employee has not provided the Employer with his/her current address and telephone number, as such cannot be contacted
- 2.02 All time worked beyond forty (40) hours per week or on a holiday as defined in Article 20.01, shall be considered as overtime which is paid at time and one-half. For the purpose of Article 19.01, statutory holidays will be considered time worked on a straight time basis. In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 3.01 The Employer and the Union agree that all articles in the full-time Agreement shall apply to Part-Time Employees except:

16.05(b), 18.01, 18.03, 18.04, 18.05, 18.07, 18.11, 18.08, 19.01, 19.03, 20.03, 20.05, 21.01, 21.03, 21.04, 21.06, 21.07, 21.08, 22.01, 22.03, 23.03, 23.04, 23.06, 23.07, 26.02(i)(e)(f)
- 4.01 A newly hired Part-Time Employee must successfully complete probationary period of six hundred (600) hours worked. On completion of this probationary period, seniority shall date from the date of last hire. The employment of such probationary Part-Time Employees may be terminated at any time during the probationary period without just cause.
- 4.02 The Employer will include Part-Time Employees on the seniority list identified in Article 15.02. Seniority shall accrue for such Part-Time Employees on an hours worked basis. For the purposes of the seniority list, a Part-Time employee will be credited with one (1) year of service for every 1950 hours worked.
- 4.03 Part-Time Employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes, after they have completed three (3) hours of work, with an additional fifteen (15) minute break, upon completion of six (6) hours of work in any work day.
- 4.04 Part-Time Employees may be eligible for paid holidays in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.
- 4.05 Part-Time Employees are eligible for vacation and vacation pay in accordance with the requirements of the *Employment Standards Act, 2000* as amended.

LETTER OF UNDERSTANDING - HEALTH AND SAFETY TERMS OF REFERENCE

Current Joint Health & Safety Committee Terms of Reference



MARK MINDORFF



KATHY MCVICARS

**DISABLED AND AGED REGIONAL
TRANSIT SYSTEM**



BARB CARTER



SANDRA WALKER



JAY HUNTER



PETER GROVE

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5167**

LETTER OF UNDERSTANDING – JOINT COMMITTEE – DARTS FIRST

1. Creation of Joint Committee – DARTS First
 - (a) Terms of Reference
 - to be determined
 - (b) Composition
 - to be determined (to include three Employees representing Driver, Dispatch, and the Mechanic group, one of which shall be the Unit Vice President as well as the CUPE Local 5167 President or designate and the CUPE National Representative).
 - (c) Mandate would include:
 - (i) DARTS growth opportunities due to increased demand from the seniors population.
 - (ii) Passenger service and satisfaction
 - (iii) Employee working conditions
2. The following are agreed as standing agenda items:
 - (a) The Committee will discuss appropriate restructuring in anticipation of DARTS resuming its full contractual obligation to the City for all scheduling and reservation functions. Scheduling, reservation and dispatch functions will be reviewed with the objective of making recommendations to improve schedules for drivers and passengers.

If DARTS regains full responsibility for scheduling and reservations, DARTS may introduce new job duties to the current dispatcher classification. Additionally, DARTS may consider introducing new classifications having regard to its operational requirements and recommendations received from the Committee.

If new classification(s) are introduced they will be rated based upon the agreed upon Job Evaluation Plan. If the Union and Committee cannot agree to a wage rate, the dispute may be submitted to arbitration to be resolved under Article 25.01.
 - (b) DARTS confirms its desire to expand the service and access additional funding and in doing so recognize the importance of improving DARTS' reputation in the community.

DARTS will commit to discuss the introduction of a collective incentive plan for the bargaining units and/or pursuing new service contracts. An objective in doing so would be to improve the terms and conditions of bargaining unit employees' compensation.

Note: DARTS and the Union agree that the terms of reference or letters of understanding that arise out of this committee will be ratified at a bargaining unit meeting before becoming effective.



MARK MINDORFF

KATHY MCVICARS

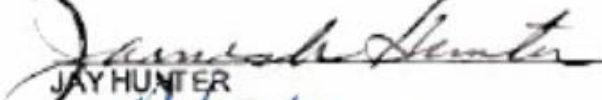
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EMPLOYEES AND ITS LOCAL 5167**

LETTER OF UNDERSTANDING – LEAD MECHANIC POSITION

Whereas the Employer has advised the Union during 2012 negotiations round that the current position of Lead Mechanic will be eliminated from Appendix "A" of the Collective Agreement effective the date the current incumbent, Joe Cristiano, leaves DARTS. Upon the current incumbent no longer being employed by DARTS, Article 24.07 shall come into effect.



MARK MINDORFF

KATHY MCVICARS

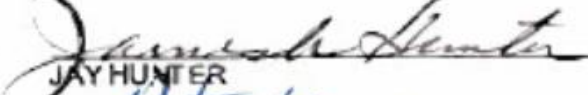
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**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5167**

LETTER OF UNDERSTANDING

Between

DISABLED AND AGED REGIONAL TRANSIT

Hereinafter referred to as DARTS

And

The Canadian Union of Public Employees, Local 5167

Hereinafter referred to as the Union

WITHOUT PREJUDICE OR PRECEDENT

RE: LETTER OF UNDERSTANDING - LOGISTICS SPECIALISTS

Previously referred to as Dispatch


Whereas the parties entered into negotiations on May 12, 2016 and;
Whereas the schedules of the Logistics Specialist was raised by the Employees as a bargaining issue and;
Where the Employer and Union have determined that the issue of schedules will require additional input from the Logistics Specialists and the issue may not properly be dealt with at the negotiation table;

Therefore, the parties agree to the following:

- The Employer (Ann Thomas and Kathy McVicars) and Union (Trish Folino, and Anneliese Bochenek) Scheduling Committee shall meet two weeks after ratification of the Collective Agreement.
- The Agenda of the first meeting shall be to draft a questionnaire, the focus of which shall be to obtain all the information that the committee will require to determine a future schedule, identify if the employee is full time or part time and signature will be optional. A copy of the questionnaire shall be given all Logistics Specialists with in one week to fill out and return a week later.
- The Committee shall meet as soon as the questionnaires are received back to review the information.
- The employer shall determine up to three schedules within three weeks or sooner if practicable and the schedules shall be presented to the committee. A mandatory meeting shall be called with all Logistics Specialists and the schedules presented and a copy shall be given to each person. A vote of the full time Logistics Specialist shall then be held 48 hours later to determine which schedule shall be utilized.
- In the event that concerns are raised with the schedule the scheduling committee shall convene a meeting within one week or sooner if practicable to do so to discuss the issue.

This Letter of Understanding shall form a part of the Collective Agreement and be grievable.

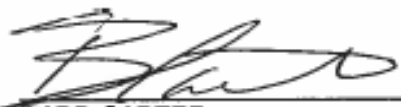
This 16th day of February, 2017



MARK MINDORFF

KATHY MCVICARS

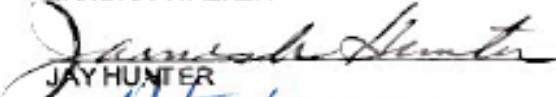
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