

# **Collective Agreement**

**- Between -**

**Disabled and Aged Regional Transit System**

**- And -**

**Canadian Union of Public Employees  
and its Local 5167**

**- Accessible Transit Operators Unit -**

Term of Agreement: January 1, 2020 – December 31,  
2024

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**THIS AGREEMENT**

**MADE**

**THIS 15<sup>th</sup> day of June, 2022**

**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 THE AGREEMENT:**

**January 1, 2020 – December 31, 2024**

## **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:

**1.03** The Union agrees that the Employer has the right to hire temporary Employees, who will be defined as Employees hired, to fill a vacancy arising from a bargaining unit Employee(s) absence, upon the following conditions:

- (a) Articles 1, 2, 3, 4, 5, 6, 12, 13, and Appendix "A" only, shall apply to temporary Employees;
- (b) Such Employees are to be utilized strictly for the express purposes of limited assignments associated with absences involving sickness, injury, accident, or vacations;
- (c) No temporary Employees would be used if bargaining unit Employees were to drop below 24 hours per week;
- (d) No temporary Employees shall work in excess of 24 hours per week, unless there are not sufficient bargaining unit Employees available, in which case, they may work up to 32 hours per week.

## **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 of all Employees of the Disabled and Aged Regional Transit System in the City of Hamilton, save and except Office Staff, Dispatchers, Foremen, and persons above the rank of Foreman.
- 3.02** Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular Employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any Employee.
- 3.03** No Employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her 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.

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01** The Employer agrees that there shall be no discrimination with respect to employment by reason of age, race, creed, colour, national origin, political or religious affiliation, handicap, sex or marital status, or place of residence 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.

### **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 may be exempted from paying Union dues for any reasons as may be permitted under the Ontario Labour Relations Act, 1995 as amended.
- 5.03** The Union agrees that it shall not engage in Union activities during working hours and it shall not discuss Company business or distribute literature to passengers unless authorized to do so by the Employer.

**5.04** The President (or designate), 1<sup>st</sup> Vice President and Unit Vice President shall be signatory on all official documents of the local.

#### **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 the CUPE Local 5167 at the address stipulated in writing by the Union, not later than the 15<sup>th</sup> 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 – THE EMPLOYER AND THE 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. The Unit Vice President or designate shall meet with new employees within one month of being hired.

#### **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 1st Vice-President, the Unit Vice-President, Executive Administrator and CUPE National Representative.

## **ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATION 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 1<sup>st</sup> 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 Accessible Transit Operators 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 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.



## **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) (i)** The Employer will recognize seven (7) Union Stewards to be chosen from the Accessible Transit Operators.

(ii) 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 members shall be represented by a steward in their classification.

(b) It is agreed and understood that the bargaining committee shall consist of two (2) Employees and the Unit Vice-President or his/her designate and such Employees shall have the right to attend committee meetings or bargaining sessions 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.

## **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 in 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 affects the direct 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) The signatories to a Letter of Understanding shall be up to three representatives of the employer, the local President (or designate), 1st Vice President, Unit Vice President and the National Representative.
- (c) 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 the meetings with the employer for up to ten (10) minutes if requested.
  - (c) It is further agreed that Accessible Transit Operators shall have a steward from the Accessible Transit Operators Unit to represent them in grievance meetings with the Employer. It is further understood that in the event an Accessible Transit Operator steward is unavailable the meeting shall be rescheduled to a time when an Accessible Transit Operator steward can be made available.

Clarity Note: If an Accessible Transit Operator steward cannot be made available then Article 10.02 (a) ii) shall be applicable.

**12.02** The Unit Vice-President or his/her appointee and two additional members 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.

**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 designate within fifteen (15) 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 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. A copy of the employer's written response shall be sent to the Union.

Mediation

- a) 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.
- b) The Employer and the Union shall discuss all grievances that have been referred to mediation prior to the scheduled mediation date.
- c) All timelines associated with filing for arbitration shall be suspended pending the outcome of mediation.

Arbitration

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 decision 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 in 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.

**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 and 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** At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses without loss of pay and any other witness and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **ARTICLE 13 – ARBITRATION**

- 13.01** Time limits fixed in both the grievance and the arbitration procedure may be extended by written consent of the parties to this Agreement.
- 13.02** Each party shall pay:
1. The fees and expenses of the Arbitrator and/or mediator it appoints.
  2. One-half the fees and expenses of the Chairperson.
- 13.03** The parties to this Agreement may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration referred to in this Article.
- 13.04** 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.
- 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 an 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 twenty (20) 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 1<sup>ST</sup> Vice-President and Unit Vice President.
- 14.05** All disciplinary notations on an Employee's record shall be removed after eighteen (18) months of active employment provided that the Employee has remained disciplined free in the previous twelve (12) months.
- 14.06** Notwithstanding the foregoing, the Employer may suspend the services of an Employee without notice, if there is a danger to the safety of the passengers or the vehicle.
- 14.07** In the event that any Employees of the Employer, other than those covered by this Agreement, engage in a strike or where Employees in a labour dispute engage in a strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by members of this union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 15 – SENIORITY**

**15.01** Employees shall retain their seniority status with their Employer, and thereafter seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfer, demotion, 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 not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

(a) An Employee shall only lose his/her seniority and shall be deemed terminated in the event:

1. He/she is discharged for just cause and is not reinstated.
2. He/she resigns and does not rescind, in writing within 72 hours.
3. He/she is absent from work in excess of five (5) working days without sufficient cause or 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 lay-off 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 a period longer than two years.

6. (i) He/she is absent on an approved sick/long-term disability leave for a period of 24 months unless further accommodation is required under the *Human Rights Code*.
- (ii) In the event that an employee is on an approved leave as per Article 15.04 a) and the employer confirms in writing that the employee has been terminated, the employer shall send a copy of the letter of termination to the Local Vice President, Executive Administrator and Unit Vice President. It is further agreed that such letter shall be sent to the employee four weeks in advance of the termination.
- (iii) In the event that there may be a change in the employees approved absence as per Article 15.04 a) the parties shall convene a meeting to discuss the issue.

#### **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) calendar days but not thereafter, he/she shall be placed in a job consistent with his/her seniority.

Such return shall not result in the lay-off 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 to transfers into vacancies that exist after the exhaustion of the internal posting procedure. In the event there is more than one approved 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 an Employee incumbent to the receiving bargaining unit.

#### **15.06**

- (a) It is agreed and understood that, in order for an Accessible Transit Operator to maintain his/her employment status with DARTS, he/she shall be required to possess a valid Class B or G license, be insurable under DARTS' public liability and motor vehicle insurance policy and be bondable. The Employer agrees upon request to schedule Accessible Transit Operators off with pay to write the Accessible Transit Operator's test and complete the application to renew their Class B license. In the event that an Employee does not qualify for any of the above, the provisions of Article 30.05 shall apply.



- (b) When an Accessible Transit Operator continues to work beyond age 65, he/she will continue to be entitled to the benefits outlined in article 15.06 (a).

Age 65 Class B Licence Road Test Costs

It is further understood that DARTS will reimburse 50% of the Employee's cost to rent a bus for up to 2 occasions. (Clarity note: 1 bus rental to practice; 1 bus rental for the test.) The entire re-certification plan including all costs must be submitted and approved in advance by DARTS.

**Note:** The B Licence requirements in Articles 15.06(a) and (b) are grandfathered. Only those Accessible Transit Operator who possessed a "B License" as of December 31, 2016 will be eligible for reimbursement under Article 15.06(a) and (b).

- (c) DARTS no longer requires a "B" License to drive any vehicle presently in its fleet.
- (i) All drivers shall be able to operate all Vehicles in the DARTS Fleet. In the event that an Accessible Transit Operator has not previously operated a Class 1 Vehicle, they shall advise the employer and the employer shall arrange for instruction of that employee.
  - (ii) DARTS confirms they shall hire B Class Drivers.
  - (iii) In the event that a Driver determines that they will not be maintaining their B Class License they shall advise the employer in writing of their decision one month prior to the expiry of their B Class License.
  - (iv) For clarity it is understood that all Accessible Transit Operators shall, regardless of classification sign up in order of seniority for their schedule on the Master Schedule.

All Drivers that have determined that they will not maintain their B Class License will be eligible in order of seniority to sign for all available start times, regardless of vehicle.

**15.07** Employees may accept transfers to positions outside the scope of this agreement on one occasion within a twenty-four (24) month period for a period of up to one (1) year.

In the event a bargaining unit Employee accepts a temporary transfer outside the bargaining unit their accumulated seniority within the bargaining unit will be frozen for the duration of time temporarily transferred into a managerial position. The affected Employee shall continue to pay Union dues to Local 5167 during the period of time temporarily transferred out of the unit. The affected Employee shall have the right to return to the bargaining unit at any time during the period of temporary transfer. On return to the bargaining unit, seniority accumulation will resume. For clarity, individuals

who transfer into managerial positions will not accumulate seniority and as a result, their ranking on the seniority list may change.

The parties agree that in the event an Employee accepts a transfer into a managerial position in excess of the maximum one (1) year period/single occasion, the affected Employee's seniority will be lost and automatically adjusted down to the probationary rate plus 5 hours. It is further agreed that in the event that an employee transfers out of the bargaining unit in excess of 1 year and has not passed their probation period, they shall be credited with their hours prior to accepting a position outside of the bargaining unit.

Notwithstanding the foregoing single occasion limitation in a twenty-four (24) month period with respect to assignments outside the bargaining unit, in order to address the Employer's concerns with respect to flexibility, the Union will waive the single occasion limitation to address short term assignments provided the total aggregate days per individual utilized in such assignments do not exceed fifteen (15) days in a calendar year.

In the event this additional flexibility is exceeded the affected Employees seniority will be lost and automatically adjusted down to the probationary rate plus 5 hours. It is further agreed that in the event that an employee transfers out of the bargaining unit in excess of 1 year and has not passed their probation period, they shall be credited with their hours prior to accepting a position outside of the bargaining unit.

The employer shall advise the Executive Administrator and Unit Vice President in writing the names of the person(s) who have accepted a transfer outside of the Bargaining Unit.

## **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

**16.01** When a permanent vacancy occurs, or a new position is created, 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

**16.02** Such notice shall contain the following information:

Nature of position, 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** No outside advertisement for additional Employees shall be made until present Employees have had a full opportunity to qualify.

**16.04** Both parties recognize:

1. The principle of promotion within the service of the Employer.

2. That job opportunity should increase in proportion to length of service.

**16.05** Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having an acceptable standard of competence. Successful applicants shall be advised within three (3) weeks.

**16.06** The successful applicant shall be placed on trial for a period of two (2) months, Conditional on satisfactory service; such trial promotion shall become permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary.

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

**16.08** The Union shall be notified of all hirings, lay-offs, transfers, recalls, and termination of employment.

**16.09** 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.

**16.10** The Employer will maintain a system of "on-the-job" training so that every Employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to his/her own. Accordingly, senior Employees shall be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging with interested Employees to exchange positions for temporary periods, without affecting the rate of the Employees concerned.

**16.11** The Employer will pay Employees a lump sum of \$50.00 each year, on or about January 1<sup>st</sup> towards the costs incurred by an Employee to renew his/her Class B Accessible Transit Operator's license.

## **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, providing they are qualified to do the work, subject to Clause 17.04. Employees

shall be recalled in the order of their seniority, providing they are qualified to do the work of the available position.

- 17.02** No new Employees will be hired until those laid off have been given an opportunity for re-employment.
- 17.03** The Employer shall notify Employees who are to be laid off five (5) working 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.
- 17.04** 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 of office, so long as a position which they are qualified to perform is available.
- 17.05** 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. The Employer shall advise all eligible laid off employees, in writing at the end of second (2<sup>nd</sup>) month information related to continuation of benefits.
- 17.06** Grievances concerning layoffs due to reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 18 – HOURS OF WORK**

- 18.01** (a) This article is not to be construed as a guarantee of hours, days of work, schedules or otherwise. The Employer has a service agreement with the City and cannot guarantee it can provide employment or schedules. DARTS and CUPE affirm their commitment to improving scheduling where efficiency and client service is improved.
- (b) Start times for all Employees will be posted no later than 16:30 hours on the day prior to the shift they are to work.
- 18.02** (a) The standard work week and pay period shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.
- (b) A Master Schedule will be posted which will include the start time; length of schedule; the type of vehicle to be utilized if available and the day of week.
- (c) The Master Schedule will be posted up to three times each calendar year in February, June and October.

- (d) An Accessible Transit Operator shall be permitted two (2) consecutive days off per week on the Master Schedule.
- (e) Start Time  
Provided a vehicle is available, all Accessible Transit Operators will leave on schedule and will have completed their circle check prior to leaving.
- (f) Switching of Shifts  
During the term of the Master Schedule an Accessible Transit Operator may agree to switch an assigned shift with another Accessible Transit Operator. Switches cannot violate any terms/condition of the Collective Agreement or statute. Where Employees mutually agree to switch written confirmation shall be provided to DARTS prior to the commencement of both shifts, this shall be inclusive of Statutory holidays. Employees are responsible for working the switched shift as identified in the written confirmation provided to DARTS. In no event shall the switching of shifts result in the Employer being responsible for any premium or overtime compensation. An Employee who has switched a shift cannot subsequently switch this shift with another Employee.

### **18.03 Master Schedule Run Sign-Up**

- (a) In order of seniority, Accessible Transit Operators shall identify preferred 8 hour shifts up to 40 hours per week if they are licenced to operate the vehicle designated on the Master Schedule. Flex runs shall be considered part of the Master Schedule.
- (b) The Master Schedule posted for the run sign-up will include 50 eight (8) hour shifts each day Monday to Friday including ambulatory vehicles. DARTS may identify additional schedules to be added to the Master Schedule. In the event that there is a decrease in service requirements, DARTS will notify and meet with the Union to review available eight-hour shifts.
- (c) DARTS will also identify on the Master Schedule an additional 15 flex start time runs ("flex runs"). (Conditional upon DARTS fleet meeting the threshold requirements set out in the parties Letter of Understanding-Master Schedule.)
- (d) In order of seniority, each Accessible Transit Operator has an opportunity to identify a preferred shift on the Master Schedule for which he or she is trained and eligible, and the following requirements must be followed:
  - (i) Accessible Transit Operators must choose either:
    - (a) at least two 8 hour shifts each week on the Master Schedule if sufficient shifts remain available to be picked; or

- (b) a flex run schedule (a maximum of 15 Accessible Transit Operators can pick a flex run schedule).
  - (ii) Accessible Transit Operators shall be required to identify two (2) consecutive days off per week on the Master Schedule.
  - (iii) Accessible Transit Operators who pick shifts on the Master Schedule can identify up to a maximum of 40 hours per week.
  - (iv) Accessible Transit Operators cannot request schedules which are not at least 11 hours between the scheduled end and the start of the following shift chosen.
  - (v) An Accessible Transit Operator who has signed for at least 24 hours work each week on the Master Schedule may decline the opportunity to be offered the additional shifts under Article 18.04.
  - (vi) Accessible Transit Operators who fail to identify preferred shifts on the Master Schedule within established timelines will only be considered for the unscheduled shifts which may become available under Article 18.04.
  - (vii) An Accessible Transit Operator selecting a flex run schedule cannot pick any shifts on the Master Schedule during the run sign up.
- (e) The following applies to flex run schedules:
- (i) A flex time run will not have an assigned start time on the Master Schedule.
  - (ii) Flex time runs for available 8-hour shifts will be posted with start times from 6:00 a.m. – 9:30 a.m. Monday to Friday.
  - (iii) The flex start time will be confirmed the day before the scheduled run when shift assignments are finalized.
  - (iv) Each flex run Accessible Transit Operator, in order of seniority, will be offered the opportunity to pick a vacated Master Schedule shift which is available the day before the shift is scheduled for a day on which an Accessible Transit Operator is working a flex run.
  - (v) The mandatory requirements listed in Article 18.03(d) also apply when an Accessible Transit Operator chooses a flex run which is offered.
  - (vi) Vacated shifts on the Master Schedule will not be distributed under Article 18.04 before such shift is offered to a flex run Accessible Transit Operator.

- (vii) If a vacated 8-hour shift was not available to a flex run Accessible Transit Operator from the Master Schedule, then the flex run Accessible Transit Operator will be offered by seniority an additional shift which is available prior to it being distributed under the process found in Article 18.04.
  - (viii) DARTS will permit one eight hour shift on a Monday to Friday flex time Master Schedule to be removed during the run sign-up. DARTS, at its sole discretion, may decide to close the run or reassign it exercising its management rights.
- (f) The shifts chosen once the Master Schedule is finalized will constitute the Accessible Transit Operator's scheduled commitment.
  - (g) To maintain eligibility for benefits including STD/LTD benefits under Article 27, an Accessible Transit Operator is required to work an average of 24 hours per week over a six (6) month period ("their commitment") unless on an approved leave. Work performed including approved leave hours in the period between January to June or July to December will determine eligibility. If an Accessible Transit Operator fails to work to their commitment, they will no longer qualify for any benefits under Article 27.
  - (h) A draft Master Schedule will be provided to the Unit Vice President at least one week prior to its posting. Accessible Transit Operators will start selecting schedules no later than one (1) month prior to the commencement of the Master Schedule.
  - (i) DARTS shall provide the Unit Vice President with full disclosure of all service hours. A meeting shall be held, if requested, with the Unit Vice-President and two designates to:
    - (i) Review whether the available daily hours are being maximized in Master Schedules.
    - (ii) Consider improvements to the process, including the configuration or reconfiguration of a Master Schedule.
    - (iii) Make recommendations and DARTS management will meet with the Scheduling Committee for further review of the recommendations.

**18.04 Additional Shifts (Extra Board Shifts)**

Additional shifts will be distributed to only those Accessible Transit Operators who have not declined any opportunity to be considered for additional shifts on the Master Schedule beyond the 24 hours they have picked and who did not sign up for a flex run ("eligible Accessible Transit Operator").

Shifts which become available under (a) and (b) below will be offered to eligible Accessible Transit Operators by seniority in descending order on a continuous rotating list ("the rotating list"). The eligible Accessible Transit Operator may choose one available shift which is offered at the time of notification on any day. The parties agree to the following process when distributing additional shifts to eligible Accessible Transit Operators:

(a) Shifts Which Become Available in Advance i.e. at Least The Day Before the Work Day

Eligible Accessible Transit Operators need not be offered a shift if:

- (i) the Accessible Transit Operator is already scheduled to work;
- (ii) it results in an overtime premium;
- (iii) it would result in less than eleven (11) hours between shifts.

If a shift remains unfilled, DARTS can assign the shift to an eligible Accessible Transit Operator who volunteers or at its discretion require the junior unscheduled Accessible Transit Operator to work who would not be in violation of 18.04(a) (i), (ii) or (iii).

(b) Shifts Which Become Available During the Work Day

It is understood that DARTS retains the sole discretion to offer an Accessible Transit Operator an opportunity to extend a scheduled shift to fill another run or respond to client demand before it offers available shifts which become available during the work day.

Otherwise, shifts may be offered as follows unless:

- (i) the Accessible Transit Operator is already scheduled to work that day;
- (ii) it results in an overtime premium;
- (iii) it would result in less than eleven (11) hours between shifts.

If a shift remains unfilled, DARTS can assign the shift to any eligible Accessible Transit Operator who volunteers or at its discretion require the junior unscheduled Accessible Transit Operator to work who would not be in violation of 18.04(b) (i), (ii) or (iii).

- (c) All vacated Master schedules not claimed by a flex run Accessible Transit Operator will be distributed under Article 18.04. An Accessible Transit Operator may return to his/her vacated Master schedule after providing DARTS with one week's written notice, prior to the return. It is understood that the returning Accessible Transit Operator will have no right to a vacated schedule until he/she has provided written notice. For purposes of clarity, employees on an authorized absence from the



workplace will identify preferred schedules when the run sign-up is followed under Article 18.03.

- 18.05** A thirty (30) minute paid meal break, free from work, shall be included as part of work scheduled in excess of 5 hours. The parties acknowledge that passenger service will determine the timing of the Accessible Transit Operator taking his/her meal break which will be granted at a time selected by DARTS, no earlier than one hour before or no later than one hour after the mid-point of the schedule.
- 18.06** An Accessible Transit Operator will be paid a minimum of four (4) hours pay at straight time or for the actual hours worked on a shift, whichever is greater, when service is cancelled after an Accessible Transit Operator has reported to work. If a scheduled shift is cancelled before the Accessible Transit Operator's start time, he/she will be paid four (4) hours pay at straight time. If service is cancelled for additional days and no work is scheduled this allowance shall not apply.
- 18.07** An Accessible Transit Operator will be reassigned for the remainder of their shift which may include non-bargaining unit work performed by the inside bargaining unit in the event that there is a vehicle breakdown or accident.
- 18.08** If a vehicle check is required to be performed, an Accessible Transit Operator shall have up to fifteen (15) minutes at the start of a shift in order to complete and submit the vehicle check report.
- 18.09** DARTS agrees that it will not schedule its Accessible Transit Operators on split shifts.

## **ARTICLE 19 – OVERTIME**

- 19.01** All time worked beyond eight (8) hours per day, forty (40) hours per week, or on a holiday as defined in Article 21.01, 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 and call back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available. In the event no Accessible Transit Operator is available, the work will be assigned starting with the least senior Employee.
- 19.03** 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.
- 19.04** For the purpose of this Article, scheduled overtime shall not include continuation of the workday.

## **19.05**

- (a) 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 circumstance.

- (b) The Employer shall on a daily basis post an overtime sign-up sheet. Accessible Transit Operators are responsible to sign the overtime availability sheet to indicate their interest.

**19.06** 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 callback is to apply only after the Employee has left the Employer's property.

**19.07** 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 this is a voluntary assignment during the seven (7) day period under consideration. Premium compensation or overtime will not be duplicated, compounded or pyramided.

## **ARTICLE 20 – SHIFT WORK**

### **20.01**

- (a) An employee who works a Sunday shift or a shift where the majority of hours fall after 4:30 p.m. until close shall receive \$0.75 per hour additional compensation for all hours worked, and it shall be paid retroactive to the commencement of the shift.

- (b) Shift premiums shall not apply in calculating overtime or vacation pay.

**20.02** 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.

## **ARTICLE 21 – HOLIDAYS**

**21.01** The Employer recognizes the following as 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 and the National Day for Truth and Reconciliation are to be taken between Christmas Day and New Year's Day and the day so allotted to be by mutual consent between the Union and DARTS. Any other additional holiday which is proclaimed as a holiday by Federal, or Provincial Government.

**21.02** 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.

**21.03** 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.

**21.04** Statutory holiday pay will be paid for all hours worked on the statutory holiday.

**21.05** The *Employment Standards Act, 2000* as amended applies in determining when Employees qualify for holiday pay for a holiday identified in Article 21.01. To qualify for payment of a paid holiday, an employee is required to work his/her scheduled shift, or an available shift offered (unless on a leave approved by DARTS) to him or her immediately preceding and immediately following the holiday.

**21.06** It is agreed and understood, independent of any clauses set out in the Collective Agreement that all Employees are eligible to work Christmas Day. The Employer will schedule those Employees who identify a desire to work on Christmas Day first. If additional Accessible Transit Operators are required, 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-a-half).

**21.07** The Employer agrees to post a volunteer sign up list for Employees willing to work paid holidays. All such work shall first be offered to those Employees on the list on the basis of seniority. Work shall be identified as AM or PM.

## **ARTICLE 22 - VACATIONS**

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

	<b>Vacation</b>	<b>Vacation Pay</b>
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%

14 years or more	five weeks	10%
19 years or more	six weeks	12%
24 years or more	seven weeks	14%

For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year.

**22.02** 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.

**22.03** Each week of vacation pay will be calculated at the appropriate percentage (indicated in section 22.01) 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 (including authorized leaves of absence) in excess of three months during a vacation year as defined in Article 22.01, he/she shall receive the appropriate percentage (indicated in Section 22.01) of earned hours including overtime in accordance with the *Employment Standards Act, 2000* as amended.

**22.04** Vacation pay shall be at the rate effective immediately prior to the vacation period, and shall include regular shift bonus, where applicable.

Vacation time must be taken within the vacation year as defined in Article 22.01 and shall not be cumulative unless with prior approval from the Employer. A reasonable request to accumulate vacation time shall not be unduly denied.

**22.05** 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 a proportionate payment of salary or wages in lieu of such vacation.

**22.06** (a) Notwithstanding that vacations are to be taken at a time mutually convenient to the Employer and the Employee, seniority shall prevail on matters of vacation selection.

(b) All Accessible Transit Operators will identify vacation by seniority after DARTS has posted a vacation seniority list no earlier than mid-September requesting preferences for the following calendar year. DARTS will move to the next eligible employee when completing the vacation schedule, if an Accessible Transit Operator has failed to confirm his/her preferences within five (5) days after his/her preference has been requested.

(c) DARTS will endeavour to provide notification of shut down periods to Employees as soon as practicable after receiving notification from a program/ATS of a request to temporarily shutdown service.

**22.07** Vacation schedules shall be posted by January 1<sup>st</sup> of each year and shall not be changed unless mutually agreed by the Employee and the Employer. Any weeks that become available through postings, shall refer back to the original submission, and shall be awarded to the senior Accessible Transit Operator with available vacation time outstanding.

It is understood any vacation cancellation with less than three (3) weeks' notice may not be posted.

**22.08** An Employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.

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

**22.10** An Employee may take up to ten (10) vacation days on an individual basis. Article 22.06 shall apply to such vacation requests, which must be in writing seven (7) days in advance of the proposed vacation date.

**22.11** Employees shall have the right to apply vacation pay and time credits to shutdown periods unless scheduled to work by the Employer. The Employee must notify payroll in writing no later than noon Monday of the pay week to receive eligible vacation pay credited that pay day.

## **ARTICLE 23 – SICK LEAVE PROVISIONS**

**23.01** 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 illness. The Employer shall pay up to \$35.00 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.

**23.02** 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 illness. The Employer shall pay up to \$35.00 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 upon receipt of a paid invoice.

## **ARTICLE 24 – LEAVE OF ABSENCE**

**24.01** 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.

- (a) Not more than two (2) Employees at any one time shall be permitted such leave;
- (b) 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/her designate;
- (c) A request must be made in writing and approved at least one (1) 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.

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.

**24.02** 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 those 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 anybody 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.

**24.03** 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 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 day of the funeral or memorial service.

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

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

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

- 24.04** Wages or salary for time lost due to compulsory quarantine shall be paid to Employees when certified by a medical officer.
- 24.05** The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness. 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.
- 24.06** Maternity, Paternity, Parental and Adoptive Leave, as well as Compassionate Leave, shall be provided in accordance with the *Employment Standards Act, 2000*, as amended.
- 24.07** Hours required for attendance at courses taken for improving or maintaining qualifications that are required by the Employer shall be paid for at straight time and does not count towards overtime, pursuant to the terms of the Collective Agreement.
- 24.08** 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.

An Employee may take up to five (5) individual days leave of absence without pay, in any calendar year, subject to the following conditions:

- (a) The request must be in writing and must be received seven (7) days prior to the absence;
- (b) No more than four (4) Employees can be off on any day on such leave;
- (c) Priority shall be on the basis of seniority unless approval has already been granted for the day;
- (d) There are sufficient Accessible Transit Operator's available to meet the operation needs on the day requested.

## **ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES**

- 25.01** 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.

- 25.02** The principle of equal pay for equal work shall apply, regardless of sex.

**25.03** When an Employee temporarily substitutes in or performs the principal duties of a higher paying position; he/she shall receive the rate for the job. When an Employee temporarily substitutes in a higher paying position for which a salary range has been established, he/she shall receive that rate. When an Employee is assigned to a position paying a lower rate, his/her classification shall not be reduced.

**25.04** Employees may, upon giving at least three (3) weeks written notice, receive on the last office day preceding the commencement of their annual vacation, any cheques which may fall due during the period of their vacation, except in cases of emergency where a shorter period of notice will be considered.

**25.05** Subject to the provisions of Article 25.04, vacation pay shall be paid to all Employees on the appropriate regular pay days during the Employee's vacation period.

**25.06** 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.

**25.07** Courses Taken by Employees:

- (a) The Employer agrees that it will pay 50% of the cost of a course taken by the Employee upfront, when pre-approved by the Employer conditional upon the Employee providing written authorization in advance to the Employer authorizing a payroll deduction if required under Article 25.07(b). Upon successful completion, the Employer will reimburse the Employee the other 50% cost of the course.
- (b) In the event an Employee does not successfully complete the course the Employee shall pay back the funds that the Employer has advanced.
- (c) The Employer may grant a Leave of Absence without benefits and remuneration upon receipt of a written request from an Employee to attend an educational course.

**ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION**

**26.01** The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days.

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

**26.03** When the duties or volume of work in any classification are changed or increased, or where the Union and/or an Employee feels he/she is unfairly or incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this



Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

#### **26.04 Joint Job Evaluation:**

The parties agree to meet within six months of ratification to establish a Joint 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 Joint 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 Joint Job Evaluation Program will be used to maintain Pay Equity in accordance with the Pay Equity Act.

### **ARTICLE 27 – WELFARE BENEFITS**

**27.01** It is agreed that the Employer's sole obligation when providing benefits is the requirement to pay premium costs allocated in the 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.

- 27.02** (a) The Employer shall pay 100% of the premiums for the benefits provided by SunLife Insurance or its replacement carrier for Accessible Transit Operators who may become eligible and work an average of 24 hours per week.
- (b) The benefits described under the SunLife Policy will be available to eligible Accessible Transit Operators, after six (6) months of service.
- (c) The booklet from the insurer which summarizes benefits is available online at <https://www.sunlife.ca/en/support/sign-in-help/my-sun-life/>
- (d) The Union can request a meeting to discuss changes to benefit coverage under Article 27.08.
- (e) DARTS will continue Short-Term Disability (1-5-17) and Long-Term Disability (STD/LTD) coverage for up to 66 Employees until they turn 65 years of age.

DARTS will facilitate the application for and enrolment of Employees who may become eligible to be added so that coverage is maintained at a minimum of 66 eligible Employees. Accessible Transit Operators are required to meet all eligibility criteria under the applicable contract of insurance including regularly working at least 24 hours per week to access and to continue to qualify for STD/LTD coverage. Eligible Accessible Transit Operators will be offered in order of seniority the opportunity to replace an Accessible Transit Operator who had STD/LTD coverage who retires, resigns, reaches the age of 65, is otherwise terminated from DARTS employ or who becomes ineligible.

- (f) Accessible Transit Operators, if enrolled and eligible, must maintain an average of 24 hours work per week over a six (6) month period. Accessible Transit Operators will not remain eligible for benefits under 27.02(a) or (b) if they do not maintain an average of 24 hours worked per week. Approved leave hours will be considered when DARTS decides if an Accessible Transit Operator has met an average of 24 hours worked per week and when determining if an Accessible Transit Operator remains eligible for benefits under either 27.01 (a) or (b).
- (g) All eligible employees will be provided with a Benefit/Drug card.

**27.03** 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.

**27.04** 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.

**27.05** Employees shall be eligible to use three up to (3) of their single vacation days per calendar year in the event they are sick and not able to attend work.

**27.06** 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.

**27.07**

- (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.

### **27.08 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:

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 28 – SAFETY AND HEALTH**

**28.01** A first aid kit shall be supplied by the Employer to each mobile unit.

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

**28.03** 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.

## **ARTICLE 29 – JOB SECURITY**

**29.01** The Employer agrees that bargaining unit Employees shall transport non-ambulatory passengers and may transport ambulatory passengers. The Union agrees as follows:

- (a) The Employer may sub-contract out up to no more than 10% of non-ambulatory trips providing no bargaining unit Employee is laid off, and Employees who are

available for work, are performing an average of a minimum of twenty-four (24) hours per week.

For the purposes of calculating what 10% represents in Article 29.01, this shall be based on the number of non-ambulatory trips made in the previous month, and the Union will be notified of the number of non-ambulatory trips made on a monthly basis. This information shall be given to the Union in writing at a Labour Management Meeting.

- (b) The Employer may sub-contract out ambulatory trips, providing that this does not affect a layoff, or reduce the regular hourly rate of pay for bargaining unit Employees;
- (c) It is agreed and understood that in interpreting Article 29.01, the average of twenty-four (24) hours per week shall be measured on the basis of a four-week (two-pay) time frame. This same schedule shall be used to calculate the 10% of non-ambulatory trips that can be contracted out from the previous four-week period.

It is agreed and understood that statutory holidays, work refusal, and sick days, can reduce the total number of hours in any specific four-week period, per individual Employee. Thus, in order for DARTS to be in a position to contract out under Article 29.01, it would be necessary that DARTS provide wages to their Employees, or opportunity to work, which would average thirty-two (32) hours per week, in the four-week period ending immediately prior to the present four-week period.

## **ARTICLE 30 – GENERAL CONDITIONS**

**30.01** Proper accommodation shall be provided for Employees to have their meals and change their clothes.

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

It is agreed that no notices will be posted on the bulletin board without prior consultation with the Operations Manager or his designated representative.

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

### **30.03**

- (a) The Employer shall supply uniforms to all Employees. All Employees shall wear DARTS uniforms as issued during working hours, unless a medical certificate is provided to the Employer allowing for the Employee not to wear a part or portion of DARTS uniform.

Uniform issue will consist of, but not be limited to; shirts, trousers, jackets, summer shorts and shoes.

- (b) The Employer will pay for initial sizing and alterations to uniforms and will pay for alterations it requires in its sole discretion for Employee uniforms that do not comply with DARTS' dress code. For clarification, payment is limited to sizing and alterations provided by a service provider approved by DARTS.
- (c) For clarification upon completion of probation all Employees will be issued with uniforms which will consist of: 5 tops, 5 bottoms, a three in one jacket, a voucher in the amount of \$110.00 for one pair of CSA approved boots and a voucher in the amount of \$90.00 for one pair of CSA approved shoes.

**30.04** A replacement issue, when such articles in 30.03 above are returned and worn out, as a result of normal wear, or on the job damage, will be made. This does not apply to uniforms requiring alteration by reason of weight loss or gain, and such costs shall be borne by the Employee. The Employer agrees to issue one (1) replacement uniform or part thereof, in a lifetime, to compensate for weight gain/loss, after which the Employee shall bear the full cost. The Employer agrees to provide a rain cape and jacket liner at a cost of 40% to those Employees who request such items.

**30.05** An Employee who temporarily loses his/her Class "B" or "G" Accessible Transit Operator's license shall be immediately laid off without benefits or remuneration.

**30.06** Accessible Transit Operators are required to follow Fare Management procedures established by DARTS in order to comply with contractual obligations owed to the City of Hamilton. Each Accessible Transit Operator is responsible for any cash received and ensuring that it is accurately recorded and provided to DARTS in accordance with fare management procedures.

**30.07** An Accessible Transit Operator will not be permitted to work a shift without a valid drivers licence. The Accessible Transit Operators will be required to produce their original drivers licence at the sign in terminal. A copy of their licence will not be accepted.

## **ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS**

**31.01** 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 position 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 re-open this present Agreement for negotiation.

**ARTICLE 32 – TERM OF AGREEMENT**

**32.01** This Agreement shall be binding and remain in effect for a period of **four (4)** years from January 1, 2020 for a term expiring December 31, 2024 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.

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

**32.03** 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.

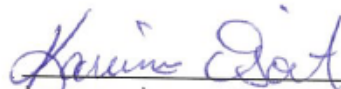
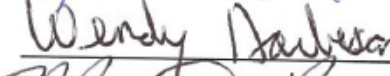


This 15<sup>th</sup> day of June, 2022



\_\_\_\_\_  
Kathy McVicars

\_\_\_\_\_  
Executive Director

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**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

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

**SCHEDULE "A" - WAGES**

	<b>Effective April 1, 2021</b>	<b>Effective April 1, 2022</b>	<b>Effective April 1, 2023</b>	<b>Effective Jan. 1, 2024</b>
<b>Pro Master/Bus (Class I)</b>	\$26.56	\$27.22	\$27.90	\$28.74
<b>MV/ Sienna (Class II)</b>	\$22.37	\$22.82	\$23.28	\$23.75
<b>Van (Class III)</b>	\$19.77	\$20.02	\$20.32	\$20.68

Payment retroactive to the date of ratification will likely be made within three (3) pay periods.

Note: Class I vehicle is equipped to carry 2 or more non-ambulatory passengers, as well as ambulatory passengers.

Class II vehicle is equipped to carry 1 non-ambulatory passenger, as well as ambulatory passengers.

Class III vehicle carries ambulatory passengers.

\* The rate of pay during the first eighty (80) hours of training shall be at half the regular driving rate or the minimum wage under the *Employment Standards Act*, whichever is greater.

Trainees will be accompanied by an Accessible Transit Operator who will act as an instructor and will receive an additional \$2.00 per hour.

It is agreed and understood that the position of instructor, as it applies from time to time, shall be appointed by the Employer. Such selected Employee may decline such appointment. Article 5.01, Appendix B, shall apply after the probationary period.

The Union acknowledges the Employer's right to use non-bargaining unit Employees for training supervision as contemplated herein.

## **APPENDIX “B” - LETTER OF UNDERSTANDING/BENEFITS**

New hires after January 1, 2007 become eligible for dental benefit six months after his/her date of hire and will be enrolled upon working at least 24 hours per week in a qualifying six month period.

Drivers will lose eligibility for dental plan coverage under Article 27.02(i)(e) should they not work at least 24 hours per week biannually (based upon a calendar year) unless his/her unavailability is due to an authorized absence.

Drivers will regain eligibility in the event he/she works at least 24 hours per week biannually (based upon a calendar year) unless his/her unavailability is due to an authorized absence.

Enrolment for drivers who regain eligibility will become effective the first day after the expiry of the biannual period wherein he/she regains eligibility.



## **APPENDIX "C" – AMBULATORY SERVICES**

### **MEMORANDUM OF AGREEMENT**

#### **BETWEEN:**

#### **DISABLED AND AGED REGIONAL TRANSIT SYSTEM ("DARTS")**

**- and -**

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5167 (the "Union")**

**WHEREAS** DARTS presently subcontracts its ambulatory services to a third party;

**AND WHEREAS** DARTS is considering delivering these services or some of these services internally rather than subcontracting;

**AND WHEREAS** DARTS and the Union wish to confirm the terms and conditions of employment for Class "G" Accessible Transit Operators providing ambulatory services which will be deemed a new classification in accordance with Article 26.03 of the collective agreement;

**THEREFORE**, the DARTS and the Union agree that the following terms and conditions apply to persons hired to provide ambulatory services internally for which a "Class G" Accessible Transit Operator's license is a required qualification, which term will be reflected in the collective agreement presently being negotiated:

1. Pursuant to Article 26.01, the Parties agree that the attached Schedule "A" is the job description for Class "G" Accessible Transit Operators which will also be identified as Class 2 Accessible Transit Operator. The job description for Class 1 Accessible Transit Operators is attached as Schedule "B".
2. Wheelchair trips will continue to be given priority at DARTS with ambulatory trips being provided in circumstances which are consistent with funding provisions and efficiencies of the operation.

3. The Union confirms that if DARTS decides to provide ambulatory services internally rather than through contracting out, that such decision does not affect the Company's ability to contract out ambulatory services in the future.
4. Provisions of the existing Collective Agreement apply to employees occupying a Class "G" Accessible Transit Operator position, except as modified or excluded, as set out below.
5. Class "G" Accessible Transit Operators providing ambulatory services will be paid thirteen dollars *and* fifty cents (\$13.50) per hour and receive similar benefits as those provided to persons employed as Accessible Transit Operators under the collective agreement as more particularly defined below.
6. The Company and Union confirm that in the event that current full-time Class "B" Accessible Transit Operator occupies a Class "G" Accessible Transit Operator position delivering ambulatory services that the employee will receive the applicable rate of pay (i.e. thirteen dollars and fifty cents (\$13.50) an hour) for that position.
7. The Employer does not guarantee to provide employment or work for normal hours or for any other work. The hours set out herein are for the purpose of computing overtime as defined in Article 2.02.
8. The normal hours of work 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.
9. All hours worked beyond eight (8) in a day, forty (40) in a seven (7) day period, or on a holiday, shall be considered as overtime, and shall be paid for at the rate of time-and-one-half the regular straight time rate.
10. The Employer agrees that an employee shall have up to ten (10) minutes at the beginning of his/her shift in order to complete and report to the Dispatcher on the required checks that must be performed on his/her vehicle.
11. 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 the probationary period identified under the collective agreement.
12. Employees occupying a Class "G" Accessible Transit Operator's position 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.

**THE AFOREMENTIONED** terms and conditions of employment take effect upon the Company deciding to fill a Class "G" Accessible Transit Operator's position to deliver ambulatory services internally.

**DATED** in Hamilton, Ontario, this 15th day of June, 2022.



\_\_\_\_\_

Kathy McVicars

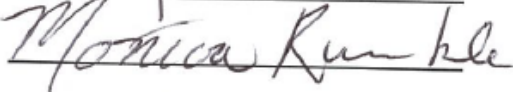
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Executive Director

\_\_\_\_\_  
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**



Wendy Hubson



[Signature]

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



## **APPENDIX "D" – LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING – JOINT COMMITTEE - DARTS FIRST**

1. Creation of Joint Committee - DARTS FIRST
  - Terms of reference to be determined
  - Composition to be determined (to include three Employees representing Accessible Transit Operators, Dispatch and the Mechanic Group, one of which shall be the Unit Vice President as well as the CUPE 5167 President or designate and the CUPE national representative).
  - Mandate would include:
    - DARTS growth opportunities due to increased demand from the senior's population.
    - Passenger service and satisfaction
    - 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 Accessible Transit Operators 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.

**LETTER OF UNDERSTANDING**

**BY and BETWEEN:**

**DISABLED AND AGED REGIONAL TRANSIT SYSTEM**

**Hereinafter referred to as the "Employer"**

**AND**

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

**Hereinafter referred to as the "Union"**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**OVERTIME:**

There shall be no scheduled overtime worked subject to Article 19.05. The Union agrees that the present practice of reasonable overtime for Accessible Transit Operators shall continue. If an Accessible Transit Operator is unable to work overtime on a particular day, he/she shall inform the Dispatcher of this at the start of his/her shift. Full-time Accessible Transit Operators may volunteer to work overtime on charters, weekends, or statutory holidays at the prescribed rates set out in the Collective Agreement.

**COURSES TAKEN BY EMPLOYEES:**

The Employer agrees, upon successful completion, to reimburse Employees for the actual cost of a course for which they have received prior approval from the Employer. The Employer may grant a Leave of Absence without benefits and remuneration upon receipt of a written request from an Employee to attend an educational course.

**POSTING OF START TIMES:**

Start times for all Employees must be posted no later than 18:00 hours on the day prior to the shift they are to work. If start times are not posted by that time, or must be altered, the Employer shall undertake to contact the Accessible Transit Operator and advise him/her of his/her start time. Employees must provide the Employer with current address and telephone numbers. This clause is subject to the provision of the Collective Agreement.

**RETURN TO WORK PROTOCOL:**

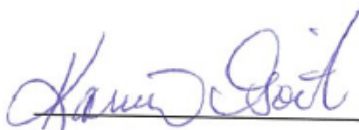
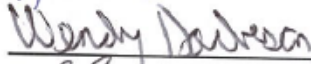

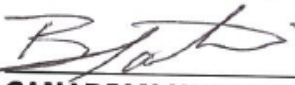
During the life and term of the Collective Agreement, the Parties agree to discuss the terms of a return to work protocol.

**LETTER OF UNDERSTANDING – PAID MEAL BREAKS:**

DARTS will continue its practice allowing employees to request permission (presently known as 10-7) to leave their vehicle if it does not impact passenger service, recognizing there are no scheduled breaks. Such permission shall not be unreasonably withheld.

**IN WITNESS WHEREOF**, each of the parties has caused this letter to be signed by its duly authorized representatives this 15<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Kathy McVicars  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

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

**LETTER OF UNDERSTANDING – MASTER SCHEDULE**

***MASTER SCHEDULE***

BY and BETWEEN:

**DISABLED AND AGED REGIONAL TRANSIT SYSTEM**

Hereinafter referred to as the "Employer"

AND

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

Hereinafter referred to as the "Union"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

The total daily service hours are not expected to fall below the following thresholds:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
510	510	510	510	510	180	180

From Monday to Friday, there will be at least fifty (50) eight (8) hour schedules on the master schedule as well as an opportunity for Accessible Transit Operators to sign for an additional 15 flex runs understanding there are no guarantee of hours and employees may be cleared prior to the end of the scheduled shift, without pay, because of low service demand.

It is understood that DARTS will only be obligated to provide the fifty (50) eight (8) hour schedules and 15 flex runs if the City of Hamilton contract is renewed and the City agrees to fund DARTS to lease additional vehicles to replenish its fleet. Therefore, the aforementioned Master Schedule commitment will only be required if DARTS has leased at least fifty (50) Class I, II and III vehicles in its fleet which are available for DARTS' use.



In addition, DARTS will post eight (8) hour shifts on Saturday and Sunday and may post additional eight (8) hour shifts Monday to Friday at its sole discretion depending upon passenger service requirements and the vehicles available in its fleet.

Further improvements to the Master Schedule including identifying additional eight (8) hour shifts that DARTS may be able to commit to on the Master Schedule will be discussed by the scheduling committee as per Article 18 of the Collective Agreement including the use of flex shifts.


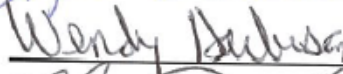

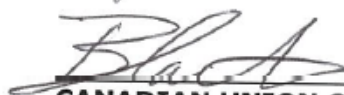
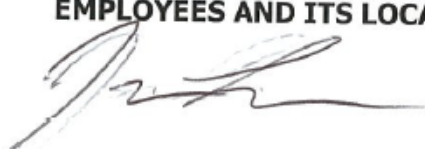
Note: DARTS will include on the Master Schedule a selection sheet which provides Accessible Transit Operators an opportunity to confirm the following:

- I would like my shift extended should it become available.
- I want to be contacted for a shift assignment on my unscheduled days of work.

Note: DARTS will maintain (21) twenty-one Class 1 (8) eight hour shifts on the Master Schedule during the term of the collective agreement, conditional upon the DARTS' contract not being terminated by City. If Class 1 vehicles are not available, economical, or productive DARTS will meet with the Union to review alternatives with the view of maximizing the number of Class 1 (8) eight hour shifts on the Master Schedule.

**DATED** in Hamilton, Ontario, this 15<sup>th</sup> day of June, 2022

  
\_\_\_\_\_  
Kathy McVicars  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

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


## **LETTER OF UNDERSTANDING - SHORTENED MASTER SCHEDULE 8 HOUR SHIFTS**

BETWEEN:

### **DISABLED AND AGED REGIONAL TRANSIT SYSTEM**

(the "Employer")

- and -

### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5167 (ACCESSIBLE TRANSIT OPERATORS)**

(the "Union")

## **LETTER OF UNDERSTANDING**

### **RE: SHORTENED MASTER SCHEDULE 8 HOUR SHIFTS**

**WHEREAS** the Union and the Employer are committed to improving schedules while recognizing DARTS' obligation to schedule productive shifts;

**AND WHEREAS** the parties are committed to minimizing scheduling concerns in order to ensure efficiencies and to enhance productivity of work schedules;

**AND WHEREAS** the scheduling committee will meet to continue to assess the Master Schedule options and the issue addressed in Article 18 and in the Letter of Understanding – Master Schedule;

THEREFORE, the parties agree to the following:

1. Effective the date of ratification, if an 8-hour shift was signed for by the driver on the Master Schedule, including a flex run shift, is reduced in length because DARTS has decided that client service is not warranted, then the driver will be paid for the entire 8-hour shift.
2. The wage commitment made by DARTS in paragraph 1 will cease with the expiry of the collective agreement on December 31, 2019 unless an extension of this Letter of Understanding is agreed to by both parties in writing.
3. DARTS and CUPE will meet to review options through the scheduling committee and/or during the next round of collective bargaining to assess options further.


**DATED** in Hamilton, Ontario, this 15<sup>th</sup> day of June, 2022



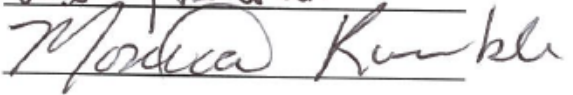
\_\_\_\_\_  
Kathy McVicars

\_\_\_\_\_  
Executive Director


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**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**



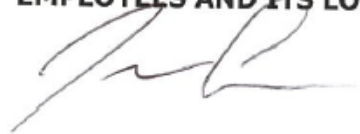
\_\_\_\_\_  
Wendy Harrison



\_\_\_\_\_  
Mordica Kunkle



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



**LETTER OF UNDERSTANDING RE: FACILITY CONCERNS**

BETWEEN:

DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM

("DARTS")

- and -

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5167  
(ACCESSIBLE TRANSIT OPERATORS UNIT)

(the "Union")

- 1) The current practice expects that an employee files an incident report if he/she has a facility concern. The parties confirm this expectation.
- 2) There were no current pressing facility concerns which were raised during bargaining which was held in the midst of the pandemic.
- 3) Facility concerns can be discussed further if they arise by the specific issue being identified and added to the Labour/Management Committee agenda.

DATED in Hamilton, this the 22<sup>nd</sup> day of April, 2021.

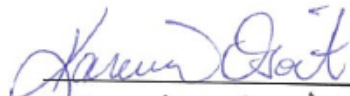
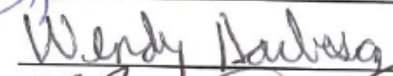
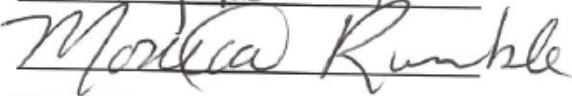


CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 5167

DISABLED AGED REGIONAL  
TRANSIT SYSTEM



\_\_\_\_\_  
Kathy McVicars

\_\_\_\_\_  
Executive Director

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**LETTER OF UNDERSTANDING RE: HOURS OF WORK (MEAL BREAK)**

Without Prejudice or Precedent

Between

**Canadian Union of Public Employees,  
Local 5167**

(hereinafter the "Union")

and

**DARTS TRANSIT**

(hereinafter the "Employer")

**Re: Hours of Work (Meal Break)**

Whereas the Union raised the issue of Breaks at Negotiations and;

Whereas the parties are desirous of ensuring that all Accessible Transit Operators receive their break(s) and;

Whereas the parties require additional information.

Therefore, the parties agree:

- That the Union shall distribute to its members a survey attached as Appendix A to its members. This shall be completed within 2 months of the collective agreement being signed.
- The information will be used so that the parties may discuss and negotiate language that will assist the parties.

Signed this 6<sup>th</sup> day of July, 2021

\_\_\_\_\_ 

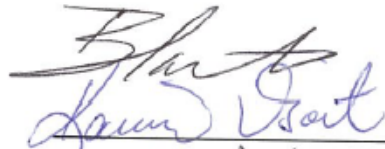
Kathy McVicars

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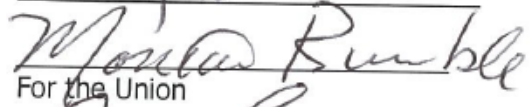
Executive Director

\_\_\_\_\_

For the Employer



Wendy Dalves



For the Union

Schedule A

The Union has raised the issue of Break(s) at the Negotiation Table with the Employer and we are asking for your assistance. The Union is requesting that you advise your supervisor that you did not get a break, then fill in this form **every time** you did not receive a break and return it to **Monica Rumble via her mailbox (Number 30), effective 2 months after the collective agreement is signed.**

Name: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Shift Times: \_\_\_\_\_

Vehicle Type: \_\_\_\_\_

Run number: \_\_\_\_\_

What break were you not able to take? Meal or Facilities

Are you splitting your Meal Break in two? \_\_\_\_\_

Are you cutting your Meal Break to accommodate the schedule? Yes or No

Why did you miss your break?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did you file an incident report with your supervisor? Yes or No

Name of Supervisor: \_\_\_\_\_

What response did you receive back from your supervisor?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING RE: NATIONAL DAY OF TRUTH AND RECONCILIATION**


**WHEREAS** DARTS has considered the proclamation by the Federal Government which introduced a National Day of Truth and Reconciliation holiday for federally regulated workplaces (“the new holiday”);

**AND WHEREAS** DARTS is prepared, on a without prejudice or precedent basis, to observe the new holiday, despite not being a federally regulated workplace nor required by provincial law to recognize the new holiday;

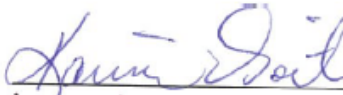
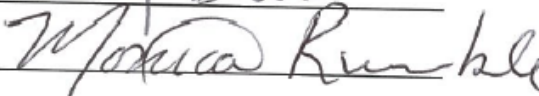
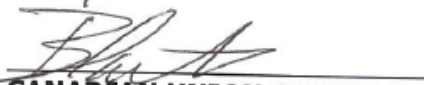

**THEREFORE**, the parties, subject to Article A11.03 of the INSIDE and Article 11.03 of the ATO agreement, agree to the following:

1. The new holiday which will be recognized by DARTS for the period between Christmas Day and New Year’s Day.
2. The parties have agreed to this collective agreement amendment after DARTS’ operational requirements and the service needs of its passengers were considered.
3. This Letter of Understanding will apply when obligations under Article B4.0 of this INSIDE collective agreement or Article 21.01 of the ATO collective agreement as interpreted.

DATED in Hamilton, this 17<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
Kathy McVicars  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

  
\_\_\_\_\_  
Wendy Barber  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 5167**  


**LETTER OF UNDERSTANDING**

Between

**Canadian Union of Public Employees,  
Local 5167**

(Hereinafter the "Union")

and

**DARTS TRANSIT**

(Hereinafter the "Employer")

**MULTI SECTOR PENSION PLAN (MSPP)**

Whereas the Union tabled the MSPP at Negotiations and;

Whereas the parties were not able to reach a consensus.

Therefore, the parties agree as follows:

1. That the Multi Sector Pension Plan shall be deferred for discussion to the next round of Negotiations.
2. The Union shall arrange to have the CUPE Pension Specialist provide a presentation to the membership prior to the Bargaining Survey being provided to the membership.

Signed this \_\_\_\_<sup>th</sup> day of May, 2022

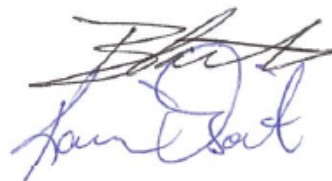
Kathy McVicar

Executive Director

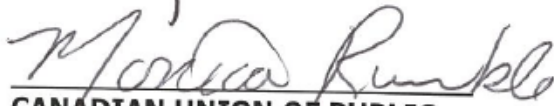
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

For the Employer

Local 5167 DARTS – Accessible Transit Operators  
Collective Agreement – Expires December 31, 2024

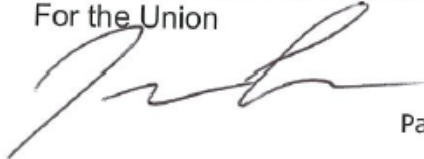


Wendy Hutchins



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

For the Union





## LETTER OF UNDERSTANDING

Between

**Canadian Union of Public Employees,  
Local 5167**

(Hereinafter the “Union”)

and

**DARTS TRANSIT**

(Hereinafter the “Employer”)

### **SERVICE HOURS AND SCHEDULES**

Whereas the parties had discussions on Service Hours and Schedules, (inclusive of Flex Runs) and the Run Sign Up and;

Whereas the ridership has decreased and has not returned to pre-COVID numbers and;

Whereas the parties could not reasonably determine what the actual numbers are based on decreased ridership and;

Whereas the parties are desirous of increasing the number of Service Hours and the number of Schedules, inclusive of Flex Runs on the Run Sign Up.

Therefore, the parties agree as follows

1. That the Union Scheduling Committee shall continue to receive information on schedules as per Article 18.03.
2. The Scheduling Committee shall meet with the employer in the event that either party has information that may increase the number of service hours or number of schedules.

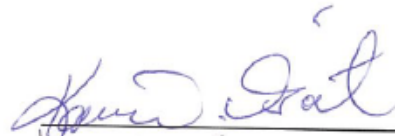
Signed this \_\_\_\_<sup>th</sup> day of May, 2022



\_\_\_\_\_  
Kathy McVicars


\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**



\_\_\_\_\_  
Wendy Dawson

\_\_\_\_\_  
Montaco Runkel

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