

# **Collective Agreement**

**- Between -**

**Disabled and Aged Regional Transit System**

**- And -**

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

**- Inside Unit -**

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

# Table of Contents

## **PART A: APPLICABLE: ALL EMPLOYEE CLASSIFICATIONS IN THE BARGAINING UNIT**

	<b>Page</b>
Article A-1 – Preamble	5
Article A-2 – Management Rights	5
Article A-3 – Recognition	5
Article A-4 – No Discrimination and Harassment	6
Article A-5 – Union Security	7
Article A-6 – Check-Off Union Dues	7
Article A-7 – Employer & Union Shall Acquaint New Employees	7
Article A-8 – Correspondence	8
Article A-9 – Labour Management Committee	8
Article A-10 – Labour Management Relations	9
Article A-11 – Copies of Agreement	9
Article A-12 – Grievance Procedure	10
Article A-13 – Arbitration	13
Article A-14 – Discharge, Suspension and Discipline	14
Article A-15 – Seniority	15
Article A-16 – Promotions and Staff Changes	16
Article A-17 – Hours of Work	17
Article A-18 – Payments of Wages and Allowances	19
Article A-19 – Job Classification and Reclassification	19

Article A-20 – Safety and Health	20
Article A-21 – General Conditions	20
Article A-22 – Present Conditions and Benefits	21
Article A-23 – Term of Agreement	21

**PART B: APPLICABLE: FULL-TIME EMPLOYEES**

Article B-1 – Seniority and Status	22
Article B-2 – Layoffs and Recalls	22
Article B-3 – Overtime	23
Article B-4 – Holidays	24
Article B-5 – Vacations	25
Article B-6 – Sick Leave Provisions	26
Article B-7 – Leave of Absence	27
Article B-8 – Welfare Benefits	29
Article B-9 – Payment of Wages	30

**PART C: APPLICABLE: LOGISTIC SPECIALISTS AND RESERVATIONISTS**

Article C-1 – Scheduling and Shift Assignment	
Article C1.01 - Master Schedule Sign-Up: Full-Time Logistic Specialists and Reservationists	32
Article C1.02 - Logistics Specialist	32
Article C1.03 - Reservationists	32
Article C1.04 - Master Schedule: Full-Time Shift Selection	33
Article C1.05 - Additional Shifts	33
Article C1.06 - Master Schedules: Part-Time Logistic Specialists and Reservationists	34
Article C1.07 - Shifts Available to Part-Time Logistic Specialists and Reservationists after the Master Schedule Process Has Been Completed	34
Article C1.08 - Part-Time Logistic Specialist and Reservationists	34

**PART D: APPLICABLE: MAINTENANCE DEPARTMENT**

Article D-1 – Safety Equipment	35
Article D-2 – Wash Up Break	35
Article D-3 - Allowances	35
Article D-4 – Working Conditions (Mechanics)	36

**PART E: APPLICABLE: PART-TIME EMPLOYEES**

Article E-1 – Hours of Work	37
Article E-2 – Compensation and Benefits	37
Article E-3 - Seniority	37

**APPENDIX "A" – WAGES** 39

**APPENDIX "B" – LETTERS OF UNDERSTANDING** 40

**PART A: APPLICABLE: ALL EMPLOYEE CLASSIFICATIONS IN THE BARGAINING UNIT**

**ARTICLE A-1 - PREAMBLE**

**A1.01** Whereas it is the desire of both parties to this Agreement.

- (a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) To encourage efficiency and safety in operations;
- (d) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union.

**A1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement;

Now therefore, the parties agree as follows:

**ARTICLE A-2 – MANAGEMENT RIGHTS**

**A2.01** 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 A-3 - RECOGNITION**

**A3.01** The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all Employees of the Disabled and Aged Regional Transit System in the City of Hamilton, save and except supervisors, persons above the rank of supervisor, a confidential secretary to the office manager, operations manager and human resources and any persons for whom a trade Union held bargaining rights as of February 3, 1999.

(Note: Presently, there is one confidential secretary. The parties agree that should there be a need for an additional confidential secretary that the parties will meet, and failing agreement may submit that matter to the Labour Relations Board.)

**A3.02** Supervisors and other persons excluded from the Collective Agreement may, from time to time, perform work normally performed by Employees in the bargaining unit so long as it is for the purpose of instruction, training, experimentation, in cases of emergency or where regular Employees are not available and so that no Employee will be laid off as a direct result of such work performance.

**A3.03** No Employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

**A3.04** Where the singular is used in this Agreement, it shall be considered to be the plural being used when the context is required.

#### **ARTICLE A-4 - NO DISCRIMINATION AND HARASSMENT**

**A4.01** The Employer agrees that there shall be no discrimination with respect to employment by reason of age, ancestry, colour and race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex and sexual orientation in accordance with the *Ontario Human Rights Code, 1990* as amended nor by reason of his/her membership or lawful activity in the Union as protected by the *Ontario Labour Relations Act, 1995* as amended. Furthermore, there will be no harassment tolerated in the workplace as precluded by the *Ontario Human Rights Code* and the *Occupational Health and Safety Act* (Bill 168) as well as any other applicable Acts and Legislation.

#### **A4.02** Workplace Free from Harassment

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

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

#### **A4.03** Harassment and Discrimination Complaints

- (a) In the event that a grievance concerning harassment and/or discrimination is filed a meeting shall be scheduled with the President of CUPE Local 5167 or their designate and the Unit Vice President and the Executive Director and the Manager of Human Resources & Operations within ten working days of having received the grievance. Where the alleged harasser is the person who would be responsible for investigating the complaint, the matter will be referred to another Manager.
- (b) In the event that the parties are not able to resolve the issue; the Employer and the Union may agree on a mediator and request a mediation date within ten days of the meeting as outlined in Article A4.03 (a).

- (c) It is further agreed that nothing in this Article shall prevent either party from referring the grievance to arbitration in accordance with Articles A-12 and A-13.

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

#### **ARTICLE A-5 - UNION SECURITY**

**A5.01** 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.

**A5.02** 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

#### **ARTICLE A-6 - CHECK-OFF UNION DUES**

**A6.01** 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.

**A6.02** Deductions shall be made from each pay, and shall be forwarded to the Secretary-Treasurer of CUPE Local 5167 at the address stipulated in writing by the Union, not later than the 15th day of the month following, accompanied by a list of names, addresses and phone numbers of all Employees from whose wages the deductions have been made.

**A6.03** 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 A-7 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

**A7.01** 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.

**A7.02** On commencing employment, the Employees' immediate supervisor will provide him/her with a copy of the Collective Agreement.

**A7.03** The new Employee shall be allowed to meet with the Unit Vice President for up to one half (1/2) hour on company time, during orientation to familiarize the new Employee with CUPE and its Local 5167.

## **ARTICLE A-8 - CORRESPONDENCE**

**A8.01** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Operations Manager of DARTS or his/her designate and the Executive Administrator of CUPE Local 5167. A copy of all correspondence shall be sent to the Vice-President, the Unit Vice President and CUPE National Representative.

## **ARTICLE A-9 – LABOUR MANAGEMENT COMMITTEE**

### **A9.01 Labour/Management Committee**

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



- (h) The Employer shall notify the Union in writing prior to implementing any technological change that causes a bargaining unit member to be laid off from the bargaining unit. For clarity there shall be no less than one (1) month notice of such technological change. It is further agreed that either party may request a meeting and the meeting shall be held within the one-month time period.
- (i) The Employer shall notify the Union that DARTS is required by the City to reduce the service hours or if a City budgetary change may result in any members being laid off in the bargaining unit.

Either party can request a meeting within one (1) month of DARTS receiving the above-noted notice from the City.

## **ARTICLE A-10 – LABOUR MANAGEMENT RELATIONS**

**A10.01** 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

**A10.02** (a) The Employer will recognize three (3) Union Stewards. Two (2) Stewards shall represent the inside office staff. One (1) steward shall represent members from the maintenance department.

(b) It is agreed and understood that the bargaining committee shall consist of two (2) Employees (one (1) chosen from Maintenance and one (1) chosen from the Office Staff) and the Unit Vice-President or his/her designate and such Employees shall have the privilege of attending committee meetings or bargaining sessions up to conciliation without the loss of remuneration.

**A10.03** 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.

**A10.04** It is understood that the President of CUPE Local 5167 or his/her designate is a constitutional delegate to all Committees of the Local. The Employer recognizes the President of the Union, or their designate, as a member of the Grievance Committee.

## **ARTICLE A-11 – COPIES OF AGREEMENT**

**A11.01** The Union and the Employer desire every Employee to be familiar with the provisions of this Collective Agreement, and his/her rights and duties under it. For this reason, the Employer and the Union shall jointly share the costs of printing and distributing sufficient copies of the Agreement, or any supplementary

Agreements. It is agreed that such printing shall be done in a Union shop within thirty (30) days of signing.

**A11.02** The Employer agrees to inform the Union on decisions reached by the Board of Directors of DARTS that affect employment of bargaining unit members save and except matters of confidentiality.

**A11.03** (a) In the event there is a demonstrated need for the parties enter into a Letter of Understanding outside of the Negotiation process, it is understood that the Letter of Understanding shall be presented to the membership for debate and vote. A meeting shall be scheduled within (14) fourteen calendar days of the date the Letter of Understanding was struck. The Union shall advise the Employer in writing of concurrence/non-concurrence of the affected bargaining unit. For clarity it is understood that no Letter of Understanding shall come into effect until such time that it has been voted on by the members of the effected bargaining unit.

(b) Letter(s) of Understanding shall be made available to all employees upon request.

## **ARTICLE A-12 – GRIEVANCE PROCEDURE**

**A12.01** (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 A10.02, whose duties shall be to assist any Employee which the Steward represents, in preparing and presenting his/her grievances in accordance with the grievance procedure.

(b) The employee shall have the right to have time to meet with their steward prior to meetings with the Employer for up to (10) ten minutes if requested.

(c) It is agreed that Office staff employees shall have a steward who is a member of the Office staff to represent them in grievance meeting(s) with the Employer. It is further agreed that Maintenance employees shall have a Maintenance steward represent them in grievance meeting(s). It is further understood that in the event a steward as identified above is unavailable, the grievance meetings shall be rescheduled to a time when the appropriate steward can be made available.

**A12.02** The Unit Vice-President or his/her appointee and two additional members from the inside bargaining unit 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.

**A12.03** 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.

**A12.04** A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement and human rights and other employment-related statutes.

**A12.05** 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.

**A12.06** All grievances submitted shall be in writing and processed through the following steps:

Note: When the term "working days" is referred to in Article A12.06, it shall be deemed to mean Monday to Friday inclusive.

#### **Step No. 1**

The Employee or his/her representative may submit a grievance to the Human Resources Manager or his/her designee within ten (10) working days. The Human Resources Manager shall arrange for the presence of his/her Steward at the meeting. Such grievance must be in writing, signed by the Employee, and indicate the nature of the grievance, the Article alleged to be violated, and the adjustment sought. The Human Resources Manager or his/her designate, will give the grievor his/her decision in writing within five (5) working days of the date the written grievance was filed with him/her.

#### **Step No. 2**

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

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

**A12.07** 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.

**A12.08** Where a dispute involving a question of the general application of interpretation occurs, or where a group of Employees or the Union has a grievance, Step No. 1 of this Article may be bypassed. In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two Employees as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.

**A12.09** The Union and its representatives shall have the right to originate a grievance for an Employee, or group of Employees, other than through an Employee(s) or

Steward or to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence to Step No. 2.

**A12.10** 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.

**A12.11** 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.

**A12.12** Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**A12.13** Subject to Article A13.01, 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.

**A12.14** If the Union wants the assistance of a witness(s) and the Employer agrees during the course of a grievance meeting, then any such witness(s) will suffer no loss of wages by attending this grievance meeting.

**A12.15** Unresolved grievances may be referred to mediation upon mutual agreement of the parties in writing. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. All time lines associated with filing for arbitration shall be suspended pending the outcome of mediation.

## **ARTICLE A-13 – ARBITRATION**

**A13.01** In accordance with Article A12, grievances may proceed through the grievance procedure to a mediator for the purpose of resolving grievances in an expeditious and informed manner. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

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

- A13.02** Time limits fixed in both the grievance and the arbitration procedure may be extended by written consent of the parties to this Agreement.
- A13.03** The arbitrator(s) may have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- A13.04** The parties to this Agreement may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration referred to in this Article.
- A13.05** Each party shall bear the expenses of its representatives, participants, witnesses and of the preparation and presentation of its own case. Where practicable, the Union will provide notice to the Employer seven (7) days in advance of any Employee(s) who may otherwise have been scheduled for a shift on a date the matter is scheduled for arbitration and the Employer will grant a leave of absence without pay to any Employee required by the Union to be a witness at an arbitration.

#### **ARTICLE A-14 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- A14.01** It is understood that in the event that a representative of the Union employed by DARTS is not available, the Employer shall contact the CUPE Local 5167 office and advise that there is no representative available and the reason why. The local union shall ensure that there is a representative made available from the local union office to meet with the Employer and the employee. It is further agreed that, if possible, the office staff shall be represented by a steward who is a member of the office staff and the Maintenance staff shall be represented by a steward who is a member of the Maintenance staff.
- A14.02** An Employee who has completed his/her probationary period may be dismissed, but only for just cause. When an Employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such Employee and the Union shall be advised promptly in writing by the Employer, of the reason for such discharge or suspension.
- A14.03** 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.
- A14.04**
- (a) 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.
  - (b) In the event that the employer requires additional time to investigate the complaint the employer shall send a letter to the Vice-President of CUPE Local 5167 confirming a request to extend the 20 working days and the

reason for such extension. A request for an extension shall not unreasonably be denied.

- (c) A copy shall also be sent to the Executive Administrator of CUPE Local 5167 and the Unit Vice President

For clarity, it is understood that working days shall mean Monday – Friday, not including statutory holidays.

**A14.05** All disciplinary notations on an Employee's record shall be removed after eighteen (18) months provided that the Employee has remained discipline free in the previous twelve (12) months.

## **ARTICLE A-15 – SENIORITY**

**A15.01** 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.

**A15.02** An Employee shall lose his/her seniority and shall be deemed terminated in the event:

- (a) He/she is discharged for just cause;
- (b) He/she resigns; if not rescinded in writing by the employee and submitted to the Employer within 72 hours.
- (c) He/she is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;
- (e) He/she is laid off for two (2) years.
- (f) He/she is absent for a period of two (2) years unless prohibited by statute.

**A15.03** (a) No Employee shall be transferred to a position outside the bargaining unit without his/her written consent. If an Employee is transferred to a non-Union position outside of the bargaining unit, he/she shall retain his/her

seniority acquired at the date of leaving the Unit but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within sixty (60) days but not thereafter, he/she shall be placed in a job consistent with his/her seniority.

Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

- (b) If an Employee is transferred to another CUPE bargaining unit with the Employer, she/he shall retain all seniority and service credits. Transfers between bargaining units shall be restricted into vacancies that exist after the exhaustion of the internal posting procedure. In the event there is more than one transfer request, appointment shall be made of the senior qualified Employee requesting the transfer. In no event shall the transfer result in the bumping of any Employee incumbent to the receiving bargaining unit.
- (c) In the event that an employee is transferred or is the successful applicant to a position with another CUPE bargaining unit with the employer as per Article A15.03 (b), they shall maintain their seniority and service for benefits and vacation accrual. The employee shall upon transferring begin accruing seniority under the new bargaining unit.

For clarity it is understood that this seniority shall be the seniority utilized for all other terms and conditions in the new collective agreement.

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

**A16.01** When a permanent vacancy occurs, or a new position is created within the bargaining unit, the Employer shall notify the Executive Administrator and the Unit Vice President of CUPE Local 5167 in writing, and post notice of the position in the Employer's office, locker rooms, shops, and on all bulletin boards and the Employer's website, for a minimum of one (1) week, in order that all members will know about the position and be able to make written application. If a posting is not filled by a bargaining unit member, then the employer will first consider qualified applicants from the drivers bargaining unit. If no applicant is qualified from the drivers bargaining unit, then the position may be advertised and filled externally.

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

**A16.02** Such notice shall contain the following information:

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



- A16.03** a) A senior Employee who applies for promotion within the bargaining unit will be selected for the job posted provided he/she has the qualifications, experience, skill and ability to perform the work. The Employer shall provide the successful applicant with a familiarization period not to exceed thirty (30) working days.
- b) Where two (2) or more Full-Time employees commence work on the same day, seniority preference will be determined by a draw. The President of CUPE Local 5167 or designate shall be present to witness the draw.
- A16.04** In the event a successful applicant proves unsatisfactory in the position during the aforementioned familiarization period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority, wages or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary.
- A16.05** The Union shall be notified of all hirings, layoffs, transfers, recalls and terminations of employment.
- A16.06** If an Employee identifies an opportunity during their regular working hours to acquire experience i.e. another position, he/she may submit a request to DARTS. If the Employee's work requirements permit, DARTS may assign interested Employees to assist in another position and/or exchange positions for a temporary period (where both Employees consent) without any affect upon the wage rate of the Employees involved and at no cost to DARTS. The parties confirm that other provisions of the Collective Agreement including Article A18.03 and B7.07 do not apply.
- A16.07** The Employer and the Union acknowledge their obligations and responsibilities under the *Ontario Human Rights Code*, *WSIB*, *Occupational Health and Safety Act*, *the Employment Standards Act* and other such relevant legislation. Therefore, where an Employee is unable to perform the full scope of regular duties, the Parties agree to cooperatively apply the aforementioned legislation.

## **ARTICLE A-17 – HOURS OF WORK**

- A17.01** The Employer does not guarantee to provide employment and this article is not to be construed as guaranteeing hours or days of work per week or otherwise.
- A17.02** The standard work week and pay period shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.
- A17.03** A thirty (30) minute paid meal allowance, free from work shall be included as part of the regularly scheduled work period for Employee.

- A17.04** All Employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and second half of a shift which is scheduled for at least eight (8) hours.
- A17.05** All Employees shall be required at the start and conclusion of each shift to use the time clock to verify hours worked.
- A17.06** The Employer agrees there shall be no split shifts scheduled.
- A17.07** All Employees shall be permitted two (2) consecutive days off per week.
- A17.08**
- (a) An employee who works a shift where the majority of hours fall between 4:30 P.M. and 12:00 Midnight, other than a Sunday shift, shall receive \$.75/hr additional compensation for all hours worked, and it shall be paid retroactive to the commencement of the shift. (Increase premium to \$0.85 effective January 1, 2022; Increase premium to \$0.95 effective January 1, 2024)
  - (b) Any employee who works hours from 12:00 Midnight to 6:00 am shall receive \$.75/hr additional compensation for all hours worked and it shall be paid retroactive to the commencement of the shift. (Increase premium to \$0.85 effective January 1, 2022; Increase premium to \$0.95 effective January 1, 2024)
  - (c) Shift premium shall not apply in calculating overtime or vacation pay.
  - (d) All hours worked on Sunday shall be paid \$.75/hr additional compensation. (Increase premium to \$0.85 effective January 1, 2022; Increase premium to \$0.95 effective January 1, 2024)
- A17.09** Switching of Shifts
- (a) During the term of the master schedule an Employee may agree to switch an assigned shift with another qualified Employee in the same classification.
  - (b) Switches cannot violate any requirement under the collective agreement or statute.
  - (c) Where an Employee mutually agrees to a switch, written confirmation shall be provided to DARTS prior to the commencement of both shifts. Employees are responsible for working the switched shift as identified in the written confirmation provided to DARTS.
  - (d) The switching of shifts at no time shall result in the employer being responsible for paying premium or overtime compensation.
  - (e) An Employee who has switched a shift cannot subsequently switch this shift with another Employee.

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

## **ARTICLE A-18 - PAYMENT OF WAGES AND ALLOWANCES**

**A18.01** 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.

**A18.02** The principle of equal pay for equal work shall apply, regardless of sex.

**A18.03** When an Employee temporarily substitutes in or performs the principal duties of a higher paying position for more than four (4) hours he/she shall receive the starting rate for the job. It is agreed and understood that Employees who perform the principal duties of a higher paying position for Employees on vacation or sick leave will receive the higher rate. When an Employee is temporarily assigned to a position paying a lower rate, his/her classification rate shall not be reduced.

**A18.04** 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.

- A18.05**
- (a) All Employees shall be required at the start and conclusion of each shift to use the time clock to verify hours worked.
  - (b) An employee who works beyond their scheduled commitment shall advise their immediate supervisor in writing, confirming the reason that they worked beyond their commitment.
  - (c) Upon the supervisor receiving the confirmation of working beyond their commitment the supervisor shall review and advise the employee of the outcome of their investigation.

## **ARTICLE A-19 - JOB CLASSIFICATION AND RECLASSIFICATION**

**A19.01** When an existing job is substantially changed, or a new job is created in the bargaining unit, the Employer will discuss with the Union the changed job or rate before establishing them. In the event agreement is not reached on the rate, the

Union may grieve against such rate for jobs in the bargaining unit, with final referral to a single arbitrator whose decision will be binding on both parties.

**A19.02** The Employer agrees the current job descriptions for all positions and classifications for which the Union is the bargaining agent shall become the recognized job descriptions for the purpose of Article A19.01.

**A19.03** Existing classifications shall not be eliminated without prior notice to the Union.

**A19.04** The parties agree to establish a Job Evaluation Plan.

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

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

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

## **ARTICLE A-20 - SAFETY AND HEALTH**

**A20.01** The Employer and Union agree to mutually work towards maintaining high standards of safety and health in order to prevent industrial injury and illness. The Employer and the Union shall abide in all respects with the requirements of the *Occupational Health & Safety Act, 2000* as amended.

**A20.02** The Employer agrees to pay tuition costs for an Employee who successfully completes a St. John's Ambulance First Aid Certificate course.

## **ARTICLE A-21 - GENERAL CONDITIONS**

**A21.01** Proper accommodation shall be provided for Employees to have their meals and change their clothes.

**A21.02** The Employer shall provide bulletin boards, which shall be placed so that Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

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

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

## **ARTICLE A-22 - PRESENT CONDITIONS AND BENEFITS**

**A22.01** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any provision of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees shall remain in existence and either party; upon notice to the other, may reopen this present Agreement for negotiations.

## **ARTICLE A-23 - TERM OF AGREEMENT**

**A23.01** This Agreement shall be binding and remain in effect for a period of five (5) years from January 1, 2020 to 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.

**A23.02** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**A23.03** 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.

## **PART B: APPLICABLE: FULL-TIME EMPLOYEES**

### **ARTICLE B-1 – SENIORITY AND STATUS**

- B1.01** Full-time Employees will normally be scheduled to work forty (40) hours in any work week, unless otherwise stated in this collective agreement.
- B1.02** A full-time Employee reporting for work in his/her regular shift shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. When service is cancelled due to inclement weather, Employees scheduled to work on that day shall be paid a minimum of four (4) hours pay at straight time.
- B1.03** Seniority is defined as the length of service in the bargaining unit since an Employee's last date of hire. Seniority shall be considered for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.
- B1.04** 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.
- B1.05** In the event that a full-time Employee, as defined in Article B1.01, wishes to transfer from a full-time position to a Part-Time position, he/she shall be deemed to be terminated as a full-time Employee and be rehired as a Part-Time Employee. In this transfer from full-time to Part-Time status, an Employee shall not lose his/her seniority.

### **ARTICLE B-2 - LAYOFFS AND RECALLS**

- B2.01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided the employee has the necessary qualifications, skills, ability and experience to perform available work. Employees shall be recalled in the order of their seniority, providing they have the qualifications, skills, ability and experience to perform available work.
- B2.02** No new Employees will be hired until those laid off who have the necessary qualifications, skills, ability and experience to perform available work have been given an opportunity for re-employment.
- B2.03** The Employer agrees to pay the full coverage to group insurance plans for Employees laid off for periods up to three (3) months, if unemployed. In the event of a longer layoff, Employees so affected will be given the right to continue this coverage through direct payments. For clarity it is understood that the Employer shall advise all eligible laid off employees, in writing at the end of the second (2nd) month information related to continuation of benefits.

**B2.04** Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of Grievance Procedure.

**B2.05** The Employer shall notify Employees who are to be laid off five (5) days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of layoff, he/she shall be paid in lieu of work for that part of five (5) days during which work was not made available.

**B2.06** An Employee who is subject to layoff shall have the right to either:

- (a) Accept the layoff;
- (b) Be placed into a vacant position for which he/she is qualified;
- (c) Displace another Employee with lesser bargaining unit seniority if the Employee originally subject to layoff meets the requirements of B2.01. An Employee so displaced shall be deemed to have been laid off and shall be dealt with in accordance with the provisions of this Article. However, Article B2.05 only applies to the first notice of layoff which results in an Employee exercising bumping rights as well as to the last Employee ultimately laid off at the end of the bumping process. Employees may only bump into an equivalent or lower rated classification.

**B2.07** In order that the operations of the Union will not become disorganized when layoffs are being made, the Unit Vice-President and the Stewards shall be the last persons laid off during their term in office, so long as a position which they are qualified to perform is available.

### **ARTICLE B-3 – OVERTIME**

**B3.01** All time worked beyond forty (40) hours per week or on a holiday as defined in Article B4.01, shall be considered as overtime which is paid at time and one-half. For the purpose of Article B3.01, 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.

**B3.02** Overtime work shall be on a voluntary basis. It is understood that it is the responsibility of an Employee to complete his/her daily assignment, and each Employee shall endeavour to accommodate a reasonable request for overtime by the Employer, which results from unforeseen circumstances.

**B3.03** An Employee who is called back and required to work outside his/her normally scheduled working hours shall be paid for a minimum of four (4) hours at straight time rates. Such call-back is to apply only after the Employee has left the Employer's property.

**B3.04** Call backs and overtime shall be offered on the basis of seniority preference among qualified Employees. If no one volunteers for the overtime or call back assignment the junior qualified Employee shall be assigned.

**B3.05** Overtime at the rate of double time (2) times the Employee's regular hourly rate shall be paid for all hours worked on the Employee's seventh (7) consecutive work day, unless there is a voluntary assignment during the seven (7) day period under consideration. Premium compensation or overtime will not be duplicated, compounded or pyramided.

**B3.06** Forty-eight (48) hours' notice shall be given before a change of shift. Failure to provide at least eleven (11) hours rest between shifts which are being changed, shall result in payment of overtime at the established rate for any hours worked during such normal rest period.

**B3.07** No scheduled overtime opportunities shall be offered to any active, senior, qualified Employee(s) until such time as qualified Employees on lay off from the classification where the scheduled overtime is required are provided, in seniority order, the opportunity to accept the scheduled overtime.

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

#### **ARTICLE B-4 – HOLIDAYS**

**B4.01** The Employer recognizes the following paid holidays:

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

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

**B4.02** 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.

**B4.03** 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.

**B4.04** Statutory holiday pay will only be paid for those shifts which commence on the statutory holiday.

**B4.05** The *Employment Standards Act*, 2000 as amended applies in determining holiday pay and when an employee will qualify for a holiday identified in Article B4.01.



**B4.06** It is agreed and understood, independent of any clauses set out in the Collective Agreement that all qualified Employees, full-time and Part-Time, are eligible to work Christmas Day. The Employer will schedule those Employees who signify a desire to work on Christmas Day first. If additional Employees are required, qualified Employees shall be scheduled to work in reverse order of seniority, subject to the condition that no Employee shall be forced to work two (2) Christmas Days in succession, if there is an Employee available who did not work the previous year. All work performed on Christmas Day shall be paid at double time (two times) the straight-time hourly rate, and not at time-and-one-half (one and-one-half).

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

**ARTICLE B-5 - VACATIONS**

**B5.01** Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

	<u>Vacation</u>	<u>Vacation Pay</u>
Less than 1-year	5/6 working days for each month to a maximum of 10	4%
1 year or more	Two weeks	4%
3 years or more	Three weeks	6%
8 years or more	Four weeks	8%
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 of any year to December 31 of the same year.

**B5.02** 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.

**B5.03** Each week of vacation pay will be calculated at the appropriate percentage (indicated in section B5.01) of earned hours including premiums and overtime, in accordance with the *Employment Standards Act, 2000* as amended.

When a Full-Time Employee is absent from work for any reason during a vacation year as defined in Article B5.01, he/she shall receive vacation pay based upon a prorated portion of the previous year's vacation entitlement.

**B5.04** Vacation time must be taken within the vacation year as defined in Article B5.01.

**B5.05** An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to his/her proportionate share of any accrued vacation pay.

**B5.06** (a) Employees shall submit vacation request in writing for the following year by the third Friday in November. Any vacation requests submitted after the third Friday in November shall be date stamped and shall be awarded on a first come first serve basis.

(b) Vacation schedules shall be posted by January 1st of each year and shall not be changed unless mutually agreed to by the Employee and the Employer.

(c) Senior Employees will have preference within their own classification for vacation selection for up to four (4) weeks of vacation and must indicate such preference in writing on the posting sheet.

(d) Preference based upon seniority will be considered by the Employer subject to the availability of Employees to cover for vacation and/or to maintain the efficient operation of the service.

(e) Employees may take up to a maximum of two consecutive weeks of vacation. Any additional consecutive weeks will be considered by the Employer subject to the availability of Employees to cover for vacation and/or to maintain the efficient operation of the service.

(f) Any weeks that become available through postings/cancellation(s), the employer shall refer back to the original vacation submissions and shall be offered to the senior Employee with available vacation time outstanding.

**B5.07** An Employee shall take his/her vacation in an unbroken one (1) week period unless otherwise mutually agreed upon between the Employee concerned and the Employer. An Employee may take up to five (5) vacation days on an individual basis. Single day vacation requests must be made in writing seven (7) days in advance of the proposed vacation date. It is understood only one Employee can be off within a classification group for vacation. However, up to two (2) employees in the logistics specialist classification and up to two (2) employees from the maintenance department will be permitted to be off for vacation where DARTS operation reasonably permits.

**B5.08** Where an Employee qualifies for sick leave requiring hospitalization or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed upon.

## **ARTICLE B-6 - SICK LEAVE PROVISIONS**

**B6.01** Where disability payments have been provided for an indefinite period by reason of sickness or accident, the Employee shall provide to the Employer, an appropriate written authorization allowing the employer to obtain a medical report from the treating physician, setting out the nature of the illness and/or injuries, (unless in the Doctor's discretion, such a description should not be given for the benefit and welfare of the patient) and the expected length of duration of the disability.

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

**B6.02** An Employee may be required to produce a certificate from a qualified medical Practitioner for any illness certifying that such Employee is unable to carry out his/her duties due to the illness. The Employer shall pay up to \$25.00 upon receipt of a paid invoice relating to the cost of obtaining a medical certificate on the form as provided by DARTS.

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

**B6.03** All full-time Employees shall be credited with sick days at the rate of 3/4 of a full day per month provided the Employee has not been absent during such month except on approved leave of absence in accordance with Article B-7 of the collective agreement. If at the expiry of the calendar year, being the 31st of December, the Employee has not utilized any and/or all the sick days provided herein, he/she shall be paid by the employer for those days not utilized in the next pay following the 31st of December.

## **ARTICLE B-7 - LEAVE OF ABSENCE**

**B7.01** 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 one (1) Employee at any 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 designate;
- (c) A request must be made in writing and approved at least one week prior to the commencement of the date or dates for which the leave is requested. Such request shall state the particulars of the function to be attended.

- (d) 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.

**B7.02** The Employer recognizes the rights of Employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority so that Employees may be candidates in a federal, provincial or municipal election. Any Employee who is elected or selected for a full-time position with the Union, or 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.

**B7.03** An Employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave without loss of salary or wages, in the case of the death of a parent, step-parent, child, spouse, or common law spouse including same sex partner, as defined under the *Family Law Act, R.S.O. 1990 c.F.3*. One of the five (5) days taken shall be the date of the funeral or memorial service.

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

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

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

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

**B7.04** The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

**B7.05** The Employer may grant a 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. For clarity this shall mean up to two (2) full time employees from the Logistics Specialist/Reservationists Department and two (2) full time employees from the Maintenance/Mechanic Department.

**B7.06** Maternity, Paternity, Parental and Adoptive Leave, as well as Compassionate Leave, shall be provided in accordance with the *Employment Standards Act, 2000*, as amended.

**B7.07** Hours required for attendance at courses taken for improving or maintaining qualifications that are required by the Employer shall be paid for at a straight time and does not count towards overtime, pursuant to the terms of the collective agreement.

- B7.08** (a) DARTS will consider written proposals from employees interested in an apprenticeship opportunity. Upon request DARTS and the Union will schedule a meeting with the applicant to discuss whether a request may be granted by DARTS.
- (b) Terms and conditions of any leave and/or financial support available will be discussed.
- (c) It is understood that DARTS retains full discretion whether or not to approve an apprenticeship application depending on its operational requirements.

**B7.09 Military Leave**

- (a) Military Leave shall be as per the *Employment Standards Act, 2000* as amended from time to time.
- (b) An employee that has been granted a Military Leave shall continue to accrue seniority. The seniority shall be based on the seniority as accrued prior to the Leave.

**ARTICLE B-8 - WELFARE BENEFITS**

**B8.01** It is agreed that the Employer's sole obligation when providing benefits is the requirement to pay premium costs allocated in this agreement in the amount negotiated with the insurance carriers. Summaries of the insurance plans are set out in the plan benefit booklet. At all times the provisions of the master insurance plan between the insurance carrier and the Employer will govern. The Employer shall provide the Executive Administrator of CUPE Local 5167 with a copy of the master insurance plan and with any amendment(s) thereafter. Any dispute as to benefit entitlement is solely between the Employee and the insurer.

- B8.02** (a) (i) The Employer shall pay 100% of the premiums for the benefits provided for by SunLife Insurance or its replacement carrier to eligible employees.
- (ii) The benefits described under the SunLife Policy will be available to eligible employees after six (6) months of service.
- (iii) The booklet from the insurer which summarizes benefits is available online at <https://www.sunlife.ca/en/support/sign-in-help/my-sun-life/>
- (iv) The Union can request a meeting to discuss changes to benefit coverage under Article B8.06.
- (v) DARTS will also have booklets available if an employee does not have access to the internet or a computer.

- (b) 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.
- (c) All eligible employees will be provided with a benefits/Drug Card.

**B8.03** If the Employer changes insurance carrier for any reason, the Employer will agree that the benefits with the new carrier will be no less than those benefits received by the Employee with the last insurance carrier.

**B8.04** 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.

**B8.05** (a) Employees having attained the age of 65 shall continue to receive the benefit entitlement to which they were eligible prior to attaining the age of 65 with the exception of:

- (i) STD/LTD coverage;
- (ii) subject to paragraph (b), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.

(b) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that Employees who have attained the age of 65 are or may become ineligible to receive prescription drug benefits under that Plan in certain circumstances, the employer and the Union will negotiate alternate provisions respecting prescription drug benefits if available to Employees under the group benefit plan.

**B8.06** During the life and term of the Collective Agreement, the Parties agree to establish and participate in a Joint Benefits Committee. The parties agree that the Joint Benefits Committee shall explore all potential options or changes that could generate cost reductions to the Benefit Plans with the following order of priorities:

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

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

## **ARTICLE B-9 – PAYMENT OF WAGES**

**B9.01** A full-time Employee reporting for work in his/her regular shift shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. When service is cancelled due to inclement weather, Employees scheduled to work on that day shall be paid a minimum of four (4) hours pay at straight time.

## **PART C: APPLICABLE: LOGISTIC SPECIALISTS AND RESERVATIONISTS**

### **ARTICLE C-1 - SCHEDULING AND SHIFT ASSIGNMENT**

#### **C1.01 Master Schedule Sign-Up: Full-Time Logistic Specialists and Reservationists**

- (a) A Master Schedule for Logistic Specialists and for Reservationists will be posted separately.
- (b) Each Master Schedule will be posted up to four times each calendar year.
- (c) A Master Schedule will include the start time; length of schedule; and the day of week.
- (d) Each Master Schedule will include all known available eight (8) hour shifts.
- (e) Eligible employees in a Logistics Specialist and Reservationist position will start selecting shifts in their own classification no later than one (1) month prior to the Master Schedule's start date.
- (f) Employees on an authorized absence from the workplace will identify preferred schedules on a Master Schedule.
- (g) A full-time employee will return to a vacated Master schedule after providing DARTS with one (1) week's written notice. The employee has no right to bump into the vacated Master Schedule until the written notice has been provided.
- (h) DARTS will provide sixty (60) days' notice should it materially reduce the number of eight (8) hour shifts on either Master Schedule (notice is not required if additional full-time schedules are added). DARTS will meet prior to posting the next Master Schedule, if the Union wishes to review the reasons for a decrease in the available eight-hour shifts.
- (i) A scheduling committee meeting with DARTS can also be requested by the Union to discuss the Master Schedule. DARTS may consider suggested improvements to a Master Schedule which meet its operational requirements.

#### **C1.02 Logistics Specialist**

- (a) DARTS will post a Master Schedule for full-time Logistic Specialists.
- (b) Logistics specialists in order of seniority will have an opportunity to identify their preferred 8 hour shifts that are available on the Master Schedule.
- (c) DARTS will confirm the operational concern with the employee and the Union if a shift preference cannot be provided to an employee in order of seniority.
- (d) DARTS will not exercise its discretion to assign shifts in an arbitrary or discriminatory manner when Logistic Specialists' shifts are confirmed on the Master Schedule.

#### **C1.03 Reservationists**

- (a) Full-time Reservationists will select available 8 hour reservationist shifts on the Master Schedule in order of seniority.
- (b) A Reservationist may be approved to work remotely by DARTS at its sole discretion following its Temporary Work From Home Policy.



Note: In the event DARTS amends its Temporary Work From Home Policy dated November 2020, the amendments shall be done in consultation with the Union, recognizing the management's rights.

#### **C1.04 Master Schedule: Full-Time Shift Selection**

The following applies when a full-time Logistic Specialist or Reservationist picks a shift on a Master Schedule:

- (a) Shifts can be selected up to a maximum of 40 hours per week within the employee's classification.
- (b) Full-time employees must choose at least three 8 hour shifts each week on the Master Schedule when sufficient shifts remain available to be picked.
- (c) A full-time employee who has signed for at least 24 hours work each week on the Master Schedule may decline the opportunity to be offered additional shifts.
- (d) Two (2) consecutive days off per week will be identified when shifts are picked on the Master Schedule.
- (e) Shifts which are not at least 11 hours between the scheduled end and the start of their following shift cannot be picked.
- (f) The shifts chosen once each Master Schedule is finalized will constitute a full-time employee's scheduled commitment.
- (g) In order to maintain eligibility for full-time employee benefits including STD/LTD benefits under Article B-8, a full-time employee is required to work an average of 24 hours per week over a six (6) month period ("their commitment"), unless on an approved leave. The period between January to June or July to December will be used to determine a full-time employee's eligibility for benefits. If an eligible employee fails to work to their commitment, they will not qualify for the full-time employee benefits provided under Article B-8.
- (h) Full-time employees who failed to identify preferred shifts on the Master Schedule within established timelines may be eligible for the unscheduled or additional shifts which become available after the Master Schedule process is completed.
- (i) Part-time Logistic Specialists and Reservationists may pick shifts on the Master Schedule following Article C1.06.

#### **C1.05 Additional Shifts**

Qualified full-time employees who have 4 shifts or less on the Master Schedule will be offered available additional shifts, if they have confirmed in writing, that they wish to be considered for additional shifts which may become available after the Master Schedule process has been completed. (**"Eligible Employees"**)

**C1.06 Master Schedules: Part-Time Logistic Specialists and Reservationists**

- (a) Part-time employees in the Logistic Specialist and/or Reservationist classification, in order of seniority, shall have an opportunity to identify up to 3 preferred shifts which remain available on the Master Schedule after the full-time employees had the opportunity to identify their shift preferences.
- (b) An available shift on the Logistic Specialist Master Schedule can be denied by DARTS if the part-time employee has not been trained or if the employee has not demonstrated the required, skills and ability to meet an operational requirement.

**C1.07 Shifts Available to Part-Time Logistic Specialists and Reservationists After the Master Schedule Process Has Been Completed**

- (a) Eligible full-time employees, in accordance with Article C1.05, will be offered an available non-overtime shift prior to part-time employees.
- (b) Shifts will be offered to qualified part-time employees by seniority in descending order on a continuous rotating list ("the rotating list").
- (c) Employees need not be offered a shift if:
  - (i) the employee is already scheduled to work;
  - (ii) it results in an overtime premium;
  - (iii) it would result in less than eleven (11) hours between shifts;
  - (iv) not qualified to fill a Logistic Specialist shift.
- (d) A qualified employee may choose one available shift which is offered at the time of notification each day (i.e. a Logistic Specialist is qualified for a Reservationist shift but a Reservationist may not be accepted by DARTS as qualified for a Logistic Specialist shift).
- (e) DARTS can assign any part-time employee in the event a shift remains unfilled after exhausting the eligible employees on the rotating list starting with the most junior eligible employee.

**C1.08 Part-Time Logistic Specialists and Reservationists**

- (a) New part-time employees will be hired initially in the reservationist classification. Part-time employees will receive training so that they may have an opportunity to perform the duties of a logistics specialist.
- (b) DARTS will assign logistic specialists and reservationists from the available part-time pool to available shifts based on operational needs. If accepted by DARTS as qualified, the assigned logistics specialist will receive the logistics specialist rate of pay when assigned to a logistics specialist shift or will be paid the reservationist rate of pay when assigned to a reservationist shift.
- (c) A part-time employee will be paid the rate associated with the shift's designation on the Master Schedule regardless of qualifications (i.e. a qualified Logistic Specialist picking and working a Reservationist shift is paid the Reservationist rate).

## **PART D: APPLICABLE: MAINTENANCE DEPARTMENT**

### **ARTICLE D-1 – SAFETY EQUIPMENT**

**D1.01** The following safety equipment shall be provided to Employees holding positions in the maintenance department (which term includes mechanics, fuelers/interior cleaners, maintenance clerk and shop assistants) who work in the garage:

- (a) One (1) pair of safety boots every twelve (12) months upon receiving an acceptable receipt to a maximum reimbursement of two hundred dollars (\$200.00).
- (b) The Employer agrees to continue the practice of providing coveralls and cleaning service.
- (c) The Employer will have available for Employees required to leave the property on service calls, an orange reflective vest which will be made available in the storage room. The Employer agrees to provide one orange winter coat per maintenance Employee.
- (d) One (1) pair of prescription safety glasses every year for those Employees who require them as set out under the insurance coverage arranged by DARTS unless the Employee provides evidence satisfactory to DARTS confirming his/her prescription has changed and necessitates new prescription safety glasses being purchased or if the glasses are broken in the course of the Employee performing his/her assigned duties.

### **ARTICLE D-2 – WASH UP BREAK**

**D2.01** All maintenance workers except for the maintenance clerk position shall be afforded a fifteen (15) minute paid wash-up period prior to the end of every shift.

### **ARTICLE D-3 – ALLOWANCES**

**D3.01** Full-time mechanics will be eligible to receive up to twelve hundred dollars (\$1,200.00) per calendar year for a tool allowance. The Shop Assistant will be eligible to receive up to seven hundred and fifty dollars (\$750.00) per calendar year for a tool allowance. Approval must be received in advance in writing from the Employer and proper receipts must be provided in order to be eligible for the tool allowance.

**D3.02** The Employer will pay Employees a lump sum of \$50.00 each year, on or about January 1st. towards the costs incurred by an Employee to renew their Class Mechanics License.

## **ARTICLE D-4 – WORKING CONDITIONS (MECHANICS)**

- D4.01** Mechanics as a condition of employment must have a valid Class "S" or "T" licence. A mechanic who temporarily loses his licence will be immediately laid off without benefits and remuneration.
- D4.02** Shifts on the Master Schedules will be assigned to full-time mechanics on the basis of seniority preference within each classification on a quarterly basis.
- D4.03** The senior mechanic on the day shift (Monday to Friday) will be offered the responsibility for administrative duties including but not limited to work assignment, coordinating work flow and ensuring all work orders are completed correctly and filed with administration.
- D4.04** It is further agreed that in the event the senior mechanic on the day shift declines this responsibility the Employer shall offer this responsibility to other mechanics on duty in order of seniority.
- D4.05** A Mechanic will receive responsibility pay of \$2.00 an hour when fulfilling the assignment identified in D4.04.
- D4.06** An employee in a full-time mechanic position will not be laid off because additional work that traditionally has been performed is contracted out.

## **PART E: APPLICABLE: PART-TIME EMPLOYEES**

### **ARTICLE E-1 – HOURS OF WORK**

- E1.01** The Employer does not guarantee to provide employment or work for normal hours or for any other work. A Part-Time Employee is defined as an Employee who works less than forty (40) hours per week.
- E1.02** Part-time employees may be assigned by DARTS to perform available work depending upon its operational requirements.
- E1.03** Part-Time Employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes, after they have completed three (3) hours of work, with an additional fifteen (15) minute break, upon completion of six (6) hours of work in any work day. A part-time employee who works an eight (8) hour shift will receive a lunch in accordance with Article A17.03.

### **ARTICLE E-2 – COMPENSATION AND BENEFITS**

- E2.01** Part-Time Employees shall be 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.
- E2.02** All time worked beyond forty (40) hours per week or on a holiday as defined in Article B4.01, shall be considered as overtime which is paid at time and one-half. For the purpose of Article B3.01, 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.
- E2.03** Part-Time Employees may be eligible for paid holidays in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.
- E2.04** Part-Time Employees are eligible for vacation and vacation pay in accordance with the requirements of the *Employment Standards Act, 2000* as amended.
- E2.05** Regular part-time employees will be eligible to submit an application for dental benefit coverage after completing their probation period under Article A15.01. Eligibility is determined by the insurer. The regular part-time employee to maintain eligibility must perform an average of 24 hours worked per week over a 6 month period ("their commitment"). Work performed will include approved leaves and will be assessed for the period between January and June or July to December when eligibility is determined. An eligible regular part-time employee will no longer qualify for dental benefits if they fail to work to their commitment.


### **ARTICLE E-3 - SENIORITY**

- E3.01** Part-time employees will be identified on the seniority list which will be posted twice a year (January and July). Seniority shall accrue for part-time employees on an hours worked basis. When a part-time employee attains full-time status, DARTS will confirm


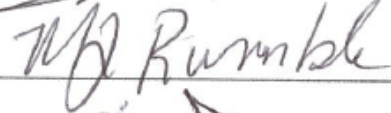


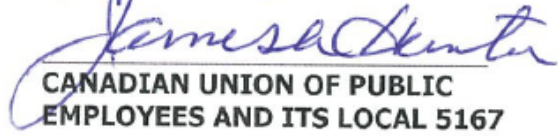
the employee's seniority as a full- time employee by crediting one (1) year of service for every 2080 hours worked.

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

This 14th day of December, 2021

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

**DISABLED AND AGED REGIONAL  
TRANSIT SYSTEM**

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



## APPENDIX "A" – WAGES

		<b>Increases: as of January 1st</b>			
		<b>1.60%</b>	<b>1.60%</b>	<b>1.85%</b>	<b>2.00%</b>
<b>Position</b>	<b>Current Rate</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Reservationist</b>	\$21.84	22.19	22.55	22.97	23.43
<b>Logistics Specialist</b>	\$21.84	22.19	23.88	24.70	25.50
<b>Mechanic</b>	\$30.84	31.33	32.11	33.00	33.66
<b>Shop Assistant</b>	\$20.82	21.15	21.49	22.15	22.59
<b>Fueler/Cleaner</b>	\$19.53	19.84	20.16	20.83	21.25
<b>General Office Support Worker</b>	\$21.46	21.80	22.15	22.56	23.01
<b>Maintenance Clerk</b>	\$21.46	21.80	22.15	22.56	23.01

One-time Additional Adjustments:		
July 1, 2021	Logistics Specialists	23.50
July 1, 2022	Logistics Specialists	24.25
July 1, 2023	Logistics Specialists	25.00
July 1, 2024	Logistics Specialists	26.00
July 1, 2021	Mechanics	31.60
July 1, 2022	Mechanics	32.40
July 1, 2022	Shop Assistant	21.75
July 1, 2022	Fueler/Interior Cleaner	20.45

A Logistics Specialist who is assigned to provide required training to new dispatch staff will receive an instructor allowance of \$2.00/hr.

Logistics Specialists who are interested in providing training which may be assigned, will file an expression of interest in writing on the form provided by DARTS. Available, qualified employees, scheduled when training is required for a function, will be offered the opportunity by seniority in descending order on a continuous rotating list. If no logistics specialist on a shift has submitted an expression of interest in writing to provide training, DARTS will assign the junior qualified logistics specialist scheduled to provide necessary training.

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

### **I. LETTER OF UNDERSTANDING - HEALTH AND SAFETY TERMS OF REFERENCE**

Current Joint Health and Safety Committee Terms of Reference.

For clarity it is understood that the Joint Occupational Health and Safety Committee reviews the Terms of Reference annually, any amended Terms of Reference shall automatically be considered to amend this collective agreement. Any amendment shall not modify any other Article of this Collective Agreement.



## **II. LETTER OF UNDERSTANDING – JOINT COMMITTEE – DARTS FIRST**

### 1. Creation of Joint Committee – DARTS First

(a) Terms of Reference:

- to be determined

(b) Composition:

- to be determined (to include three Employees representing Driver, Dispatch, and the Mechanic group, one of which shall be the Unit Vice President as well as the CUPE Local 5167 President or designate and the CUPE National Representative).

(c) Mandate would include:

- (i) DARTS growth opportunities due to increased demand from the senior's population.
- (ii) Passenger service and satisfaction
- (iii) Employee working conditions

### 2. The following are agreed as standing agenda items:

- (a) The Committee will discuss appropriate restructuring in anticipation of DARTS resuming its full contractual obligation to the City for all scheduling and reservation functions. Scheduling, reservation and dispatch functions will be reviewed with the objective of making recommendations to improve schedules for drivers and passengers.

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

If new classification(s) are introduced, they will be rated based upon the agreed upon Job Evaluation Plan. If the Union and Committee cannot agree to a wage rate, the dispute may be submitted to arbitration to be resolved under Article 25.01.

- (b) DARTS confirms its desire to expand the service and access additional funding and in doing so recognize the importance of improving DARTS' reputation in the community.

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

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

### **III. LOGISTICS SPECIALIST/RESERVATIONIST/MAINTENANCE-MECHANIC DEPARTMENT HOURS OF WORK**

Whereas the Union requested and the Employer confirmed that 10-hour shift rotations can be proposed during the term of the collective agreement and;

Whereas the parties confirm that a proposed schedule(s) would have to consider other relevant articles of the collective agreement and;

Whereas the Union will require additional input from its members.

Therefore, the parties agree:

- Two members from the Logistics Specialists and Reservationists as well as the President, Vice President, Unit Vice President and National Representative shall represent the Union in the event a new Logistics Specialists and/or Reservationists schedule is proposed.
- Two members from the Maintenance Mechanic Department as well as the President, Vice President, Unit Vice President and National Representative shall represent the Union in the event a new Maintenance Mechanic schedule is proposed.
- The employer shall advise the Union of its representatives.
- The Employer will consider a schedule(s) which the Union may wish to propose if it does not result in additional expenses or costs to the Employer.
- The Union will advise the Employer when they have obtained the information that they require from their members. Upon receiving confirmation that the Union is ready to proceed the parties shall confirm meeting dates to discuss/determine the feasibility of moving to 10-hour shifts. The parties shall meet within six months of ratification.
- Any agreement requires this approval of the Bargaining Unit members as may be required under the collective agreement.

#### **IV. LETTER OF UNDERSTANDING RE: PENSION ADMINISTRATION**

Whereas the Union tabled a proposal as it relates to The Multi Sector Pension Plan (MSPP) and;

Whereas the parties will require additional discussion and assistance as it relates to MSPP that was not obtainable during the Pandemic.

Therefore, the parties agree as follows:

- 1) The Multi Sector Pension Plan will be discussed further when all parties can come together (for clarity this will be done in compliance with the Public Health Directives in place at the time).
- 2) In the event that the parties are able to reach an agreement on MSPP the parties shall write a Memorandum of Settlement, which shall not be binding until such time that both parties have ratified.

**V. 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.