

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**CAN-AR MOBILITY TRANSIT SERVICES**  
(DIVISION OF TOKMAKJIAN LIMITED)

**AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1587**

February 28, 2011

Expiry Date: February 28, 2011

## **COLLECTIVE AGREEMENT**

**BETWEEN:**           **CAN-AR MOBILITY TRANSIT SERVICES, Division of  
Tokmakjian Inc.**  
(hereinafter referred to as the "Employer")

**AND:**               **AMALGAMATED TRANSIT UNION, LOCAL 1587**  
(hereinafter referred to as the "Union")

### **PREAMBLE AND PURPOSE:**

The Employer and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Employer and its' employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

### **ARTICLE 1 -       RECOGNITION**

1.01               The Employer recognizes the Union as the sole and exclusive bargaining agent for all mobility transit operators in the Can-Ar Mobility Transit Services Division employed under the contract with Region of York, Ontario save and except inspectors, supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than thirty-six (36) hours per week, students and temporary employees.

### **ARTICLE 2 -       MEMBERSHIP IN THE UNION**

2.01               Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be denied for reasons of race, national origin, colour, religion or gender.

2.02 New employees engaged to fill positions within the scope of this Agreement will be informed by the Employer that the Union is the exclusive bargaining agency representing all full time mobility transit operators. The Employer further agrees to supply the Union with the names and addresses of each new full time operator engaged during the term of this Agreement, within ten (10) days of engagement.

2.03 All full time employees operating crews and coming within the scope of this Agreement, must become and remain members of the Union not later than the completion of their probationary period as a condition of their continued employment with the Company.

### **ARTICLE 3 - CHECK OFF OF UNION DUES**

3.01 a) The Employer shall deduct in each pay period from the wages of employees who are in the bargaining unit, such dues as may be adopted and designated by the Union.

b) Deductions of Union dues shall commence upon commencement of employment.

c) Initiation Fees shall be deducted from employees' wages following the completion of the probation period. Fees are to be deducted in four (4) equal instalments.

3.02 The Union shall notify the Employer in writing of the amount of such dues and Initiation Fees. The Union shall notify the Employer in writing of any changes in these amounts at least thirty (30) days prior to the intended change.

3.03 The Employer shall remit such deductions on behalf of the Union to such financial institution as set out by the Union in writing and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days following the month in which the deductions were made.

3.04 Only payroll deductions now or hereafter required by law or monies due or owing to the Employer by an employee, or deductions for group insurance, shall be made from wages prior to the deduction of Union dues.

3.05 The amount of Union dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be provided by the Employer to the Union executive not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

3.06 The Union shall indemnify and save harmless the Employer, and/or its' agents from any losses, damages, costs, and liability or expenses suffered or

sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.

#### **ARTICLE 4 - UNION MEETINGS**

4.01 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is further understood that no meetings of the Union or its members will be held on the premises of the Employer at any time without prior approval of the Employer.

4.02 The Employer agrees that on evenings when the Union is holding an authorized monthly meeting, it shall make every reasonable effort to schedule work in a manner that will permit employees to attend. The Employer shall be advised seven (7) working days in advance of any such meeting to be called by the Union.

#### **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

5.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency and in connection therewith: to make, alter and enforce from time to time reasonable rules, regulations, policies and procedures to be observed by its employees; discipline or discharge employees, provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged, may be the subject matter of a complaint and dealt with as hereinafter provided.

The Employer shall provide the Union with a copy of the rules, regulations, policies and procedures, which are made or altered from time to time. Additionally, the Employer shall provide the Union with reasonable advance notice of the establishment of new regulations or amendments to regulations, as they occur. The Union shall be given the opportunity to discuss these matters with the Employer prior to implementation, provided such regulations are not Government requirements over which the Employer may have no control.

(b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees and select employees for positions excluded from the bargaining unit;

(c) require medical examinations at any time;

(d) operate and manage the mobility transit system in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right to determine the number and location of the Employer's establishments and their expansion or curtailment, direction of the work force, subcontracting of work, schedules of operations, number of shifts, services to be rendered, work procedures, quality and quantity standards, kinds and locations of equipment and machinery to be used at any time, selection and use of materials required by the Employer; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; decide the number and type of employee needed by the Employer at any time, when overtime shall be worked and require employees to work overtime; determine financial policies, including general account procedures and customer relations.

5.02 (a) The Union shall co-operate with the Employer such that the Employer may meet its obligation to provide the services required by new and existing contracts it has undertaken, which may from time to time require additions, deletions or alterations to its transit services on short notice.

(b) Additionally, the Union agrees to co-operate fully in the implementation of rules and regulations that may be put into place as a result of or made necessary by any contracts undertaken or about to be undertaken for the operation of transit services.

(c) The Union agrees to do nothing which would violate any contractual obligations between the Employer and its customers.

5.03 The Employer shall have the right to summarily discharge an employee upon proof of any of the following grounds:

- (i) theft;
- (ii) being under the influence or in possession of liquor or illegal drugs while on duty;
- (iii) fighting or any physical altercation while on duty or on Employer premises;
- (iv) deliberate tampering, sabotage or destruction of Employer property;
- (v) dishonesty including deliberately providing false information or false documents or falsifying Employer records;
- (vi) direct or deliberate refusal to follow direction or policy from a

supervisor;

(vii) the Employer's insurers refuse to insure an employee or continue to insure him.

5.04 (a) The Parties agree that the Employer has the right to suspend, without notice, any employee who has disregarded any regulations or rules of the Employer or any Provincial or Federal Law.

In these cases an investigation will be held without delay by both parties to determine the facts. Both parties agree that this section is for the purpose of preventing an employee, who is in clear violation of Employer rules and regulations or Governmental laws, from continuing work or reporting for work.

(b) Other than in (a) above, the Employer shall notify the Union in the event it contemplates discipline of an employee and the Employer agrees that no employee covered by this Agreement shall be disciplined or dismissed from the Employer's service, until a full investigation is held. At any such investigation the employee will be entitled to be represented by a Representative of the Union.

5.05 The Employer agrees that it will not exercise its functions in Article 5 - Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.

5.06 An employee who has not completed his probationary period may be discharged without cause and at the sole discretion of the Employer.

5.07 Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

## **ARTICLE 6 - VALID DRIVERS LICENSES**

6.01 It will be the responsibility of each operator to secure and maintain a valid Ontario Class "B" license with any appropriate and required government endorsements to those licenses.

If for any reason the aforesaid license, classification or endorsement is cancelled, suspended or otherwise revoked, the employee may be dismissed.

6.02 The Employer will obtain drivers abstracts from the Ministry of Transport, Ontario, at regular intervals and should the Employer find a less than satisfactory condition prevailing on the employee's driving record that employee will be required to attend a hearing to determine the employee's fitness to remain on the driving

staff of the Employer. The Union will have a representative at such a hearing.

## **ARTICLE 7 - MEDICAL EXAMINATIONS**

7.01 In the event an employee is absent from work due to illness or accident, said employee shall be required to promptly report said absence, keep the Employer informed of his progress and provide appropriate medical reports from a qualified doctor as requested by the Employer from time to time.

7.02 Any employee who is returning to work after illness or accident, will advise the dispatch office as far in advance as possible, but no later than 1400 hours (2:00 p.m.) on the day prior to returning to service. When requested by the Employer, the employee will present to the dispatcher on duty a medical certificate of fitness to perform service, prior to being placed back into service. Failure to present this certificate from a licensed physician will prohibit the employee from returning to work and the employee will be suspended without pay until the certificate is received.

7.03 If an employee is off work due to:

- (a) medical reasons for more than seven (7) days;
- (b) as a result of an accident, on or off the job;

the employee will be required to provide a medical certificate from a licensed physician indicating the employee's fitness to return to work. Failure to report such an incident or accident to the Employer or produce the required certificate will result in a suspension, without pay, until the appropriate certificate of medical fitness is provided.

7.04 In the event the Employer desires a second medical opinion, the employee shall not return to work but shall attend forthwith at the Employer's doctor for a medical examination at the expense of the Employer.

7.05 If in the opinion of the Employer an employee requires a medical fitness examination (including eye testing) that employee will attend such an examination at the expense of the Employer at the earliest opportunity and may be suspended from duty until the examination is concluded and the employee is certified fit to perform his regular work. A certificate from the attending medical professional will be delivered to the Employer by the employee in all such cases. The employee will be compensated for lost crew time if the employee is found to be fit.

## **ARTICLE 8 - STRIKES AND LOCKOUTS**

8.01 (a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of complaints, the Union agrees that during the life of this Agreement it will not call, authorize, encourage or support a strike, slowdown or stoppage of work.

(b) The Employer agrees that there will be no lockout of employees during the life of this Agreement.

## **ARTICLE 9 - UNION REPRESENTATION**

9.01 The Union shall notify the Employer in writing on or before July 1st in each election year or whenever changes take place of the names of its representatives as follows: officers, bargaining committee members, union management committee members, health and safety representatives and a maximum of two (2) local representatives.

9.02 (a) The Union acknowledges that the representative has regular duties to perform on behalf of the Employer, therefore the representative shall conduct his activities outside regular working hours.

(b) In an emergency situation which requires a representative's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Representative shall return to his regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable.

9.03 Employees who attend grievance meetings shall not lose pay for their regularly scheduled hours.

9.04 The Employer recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.

9.05 The Union/Management Committee shall meet a minimum of every six (6) months providing an agenda is submitted by either party ten (10) days prior to such meetings. Should such meetings go beyond the employee's normal paid hours, such further times will be without pay.

The Union/Management Committee shall consist of two (2) Union officials and two (2) Management officials.

It is understood that the committee shall have no authority to discuss grievances or to negotiate amendments to the Collective Agreement.

9.06 The Employer shall allow reasonable access to the Employer's premises by a staff representative of the Union for the purpose of consulting with the local representative of the Union with regard to Union matters, or the Employer. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the local representative shall be in a place designated by the Employer and time taken shall be kept to a minimum.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at anytime, without recourse to the grievance procedure herein.

10.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been unjustly laid off or has not been recalled from layoff or has been discharged without cause.

10.03 It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. If an employee has a complaint, he shall discuss it with his immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) calendar days after the circumstances giving rise to the complaint first occurred or originated. The supervisor shall communicate his reply to the complaint within seven (7) calendar days from the date the grievance was presented to him.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a grievance in the following manner and sequence:

### **Step 1**

Within seven (7) calendar days following the decision of the immediate supervisor, the employee with the assistance of his representative, if he desires, may present a signed, dated, written statement of such grievance to the Operations Manager. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Operations Manager shall deliver his decision

within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

### **Step 2**

Within seven (7) calendar days following the decision under Step 1, the employee with the assistance of his representative, may present the written grievance to the Company President or designate. The Company President or designate shall hold a meeting within fifteen (15) calendar days with the grievor and the Union representative to discuss the grievance. Either party may request the assistance of a staff representative of the Union to attend at said meeting. The Company President or designate shall deliver their decision in writing within fifteen (15) calendar days following the day on which the meeting was held.

10.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the normal duties assigned to him by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

10.05 (a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 2 of the Grievance Procedure.

(b) The Employer shall have the right to file a policy grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by Senior Management within ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. A meeting shall be held between representatives of the Employer and the Union within fifteen (15) calendar days of filing of the grievance. The grievance shall be answered in writing by the Union within fifteen (15) calendar days of such meeting.

10.06 It is recognized that probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Employer, acceptable for employment. It is therefore recognized and agreed that probationary employees may be released or dismissed at the absolute and sole discretion of the Employer during the probationary period and that

such release or dismissal shall be deemed to be for just cause. Any probationary employee who is released, dismissed, laid off or not recalled from layoff shall not be entitled to file a grievance.

10.07 An employee, other than a probationary employee, claiming that he has been laid off, not recalled or discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure within five (5) calendar days of the discharge or layoff or failure to recall from layoff.

10.08 All time limits in this Article shall be deemed to be mandatory. If, at any step in the grievance procedure up to and including submission to Arbitration in paragraph 10.11, the grievance has not been processed by the grieving party in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned or withdrawn. If at any step of the grievance procedure, the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may only be extended by mutual agreement of the parties in writing. An Arbitrator does not have jurisdiction to extend these mandatory time limits.

10.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

10.10 Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.

10.11 If final settlement of the grievance is not reached under paragraphs 10.03 and 10.05 then the grievance may be referred in writing by either party to arbitration as provided in Article 11 - Arbitration, at any time within thirty (30) calendar days after the final decision. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

10.12 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter post-marked no later than the final day for giving notice.

10.13 Time spent during their normal working hours by Union representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 2 of the Grievance Procedure. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor which permission shall not be unreasonably withheld.

10.14 No individual management representative may answer more than one stage of an individual grievance.

## **ARTICLE 11 - ARBITRATION**

11.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 10 - Grievance Procedure, paragraphs 10.02 and 10.05, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 10 and which has not been settled, abandoned or withdrawn, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto.

11.02 (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairman chosen by the other two members of the Board.

(b) Within fourteen (14) days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairman respectively.

(c) If the two (2) parties fail to agree upon a chair or single Arbitrator within the specified period of time, either party may apply for the appointment of an Arbitrator under the terms of the *Canada Labour Code*.

11.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

11.04 The decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairman will be final.

11.05 (a) The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 10, or not covered by this Agreement or arising outside the terms of this Agreement.

(b) The Arbitrator or Board of Arbitration shall have no

jurisdiction to hear a lay off, failure to recall from lay off, discipline or discharge grievance put forth by or on behalf of a probationary employee.

11.06 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 10.03 and 10.05. An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustment will be reduced by any employment income received by the grievor for the period applicable.

11.07 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairman of the Board of Arbitration.

11.08 Time limits fixed in this Article may only be extended by mutual agreement in writing between the Union and the Employer.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority is based upon the length of continuous employment as a full time mobility transit operator within the bargaining unit with the Employer since the last date of hire.

12.02 (a) A seniority list of all employees covered by this Agreement will be maintained by the Employer and revised in the months of January and July each year. The seniority list will show the employee's name and last date of hire as a full time mobility transit operator with the Employer. Two (2) copies of this list will be provided to the Union and one (1) copy will be posted in a conspicuous place for all employees to see. The Employer agrees to post the list more often if there are frequent changes.

(b) On presentation by a representative of the Union of proof of error in an employee's listed starting date, the correction will be made and a new seniority list prepared and posted with a copy to the Union.

12.03 An employee shall be considered on probation until he has worked a total of ninety (90) days since the last date of hire as a full time regular transit operator with the Employer. During this period the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer.

The discharge of said probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

On successful completion of the probationary period, an employee

shall be placed on regular staff, his name shall be placed on the seniority list and his seniority shall be the employee's last date of hire as a full time regular transit operator. Employees acquiring seniority on the same date shall be added to the list in order of hire.

12.04 An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to re-hire under the following conditions:

- (a) he/she voluntarily resigns or quits;
- (b) he/she retires;
- (c) he/she is discharged and not reinstated through the hearing procedure;
- (d) he/she is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;
- (e) he/she is absent from work for three (3) consecutive scheduled working days without notifying the Employer or without a reason acceptable to the Employer.
- (f) he/she fails to return to work when recalled in accordance with Article 14, paragraph 14.04;
- (g) he/she uses a leave of absence for a purpose other than that for which it was granted, or fails to return to work at the expiration of a leave of absence without a reason acceptable to the Employer;
- (h) he/she fails to attend at medical examinations or provide the appropriate medical documentation as required under the Collective Agreement;
- (i) he/she is absent from work due to accident or illness for twelve (12) months; or becomes permanently disabled;
- (j) he/she loses his or her appropriate driver's licence, classification or endorsement; or the Employer's insurer refuses to insure him.

12.05 (a) In the event an employee covered by this Agreement is promoted to a position outside the bargaining unit and then is returned to a position within the bargaining unit by the Employer, within six (6) months, the employee shall retain and accumulate seniority provided the employee elects to maintain the payment of Union dues.

(b) In the event an employee is returned to a position within the bargaining unit by the Employer after working in a non-bargaining unit position for more than six (6) months, the employee will assume the most junior position at the bottom of the full time seniority list.

(c) It is understood that an employee may reacquire seniority under (a) or (b) above on one (1) occasion only.

**ARTICLE 13 - HOURS OF WORK, CREW SIGN-UPS, ASSIGNMENTS OF WORK AND OVERTIME**

13.01 An employee shall be compensated for work performed from the time the employee is first required to report for duty until the employee is released from duty, with the exception of cases where there are two (2) or more consecutive hours off duty between work assignments. Employees will have one (1) hour deducted for a meal period if the work is assigned or relief is provided to allow the employee one (1) hour off.

13.02 In the event an employee does not receive a paid rest break, an employee who works for periods of:

- i) more than five (5) continuous hours is entitled to a premium of eight dollars (\$8.00) for each such period worked; or
- ii) more than ten (10) continuous hours is entitled to a premium of sixteen dollars (\$16.00)."

13.03 Employees will be given a minimum of eight (8) hours off between the end of one day's work and the start of the next day's work.

13.04 The Employer will post the crews for sign-up every twelve (12) weeks where practical and preferably at the start of a new pay period. Postings will include a general description of duties, hours to be paid, rest days assigned and the crew number. A copy of the sign-up will be made available to the representative of the Union on or before the posting of the sign-up. Crews must be posted a minimum of three (3) days or longer where practical. Employees will not change crews on a holiday weekend. In the event there is an adjustment of service or crew values the Employer may post a new crew sign-up prior to the completion of the twelve (12) week period.

13.05 The Employer agrees to guarantee a minimum of seventy-six (76) hours at straight time rate in each pay period of fourteen (14) calendar days for all full time transit operators, provided the employee attends at work as scheduled.

13.06 Each employee shall be assigned a two (2) consecutive rest days per week where possible.

13.07 Under no circumstances will an employee be allowed to change or alter his crew selection once it has been signed.

13.08 The Parties agree that due to the possibility of adjusting the level of service up or down on short notice, crews changed between crew sign-ups, which affect the hours of crews, will not constitute the necessity of a new sign-up and employees will continue to perform work on their crews until the next regular sign-up. The Employer may modify posted crews due to unforeseen circumstances provided that:

a) The two (2) consecutive scheduled days off are not altered without the consent of the Union;

b) The 'signed' driver is guaranteed to receive the crew value for the originally selected crew or the updated crew, whichever is greater provided the employee performs the work assigned;

c) The modified crew(s) shall be in the same shift as the original crew(s) i.e. an a.m. crew shall remain a.m. and p.m. shall remain p.m.

13.09 The parties agree to co-operate in the development of new crews and to schedule crews maximizing full time crews where possible. The Employer agrees to continue its present practice of scheduling full time employees. The Union Representative will attend sign-ups and will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the Union.

13.10 Employees called in and cancelled, will be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times the regular rate for full time employees and the probationary rate for probationary employees.

13.11 When part-time employees replace full time employees, they shall not be considered full time employees nor a member of the bargaining unit.

13.12 All overtime shall be worked in accordance with the Collective Agreement. Due to the scheduling of the transit routes by the contractor, there is an irregular distribution of hours of work such that regularly scheduled hours of work vary in number from time to time. For the purpose of this Agreement the parties agree to average the hours of work over six (6) consecutive weeks, the normal sign-up period. The Employer may schedule work in excess of eight (8) hours per day provided that overtime at the rate of one and one-half (1-1/2) times the regular rate shall only be paid after two hundred and forty (240) hours worked over the six (6) week period. It is understood that any employee who has not worked his regular scheduled work days during the six (6) week period shall not receive the overtime rate for working his off days for any hours not in excess of two hundred and forty (240) hours. The two hundred and

forty (240) hour threshold to qualify for overtime shall be reduced to reflect paid holidays, paid bereavement leave and paid vacation leave.

13.13 Employees will not be required to suspend work during regular hours to absorb overtime.

13.14 In order that overtime or extra work, for full time employees covered by this Agreement, be fairly and equitably distributed, the Employer and the Union agree that extra or overtime work be allocated in order of employees posted seniority on a rotating basis.

The Employer will provide a weekly sign-up board which will be posted along with each week's work.

The Union and the Employer agree that if, without sufficient good reason, an employee who signs for overtime or extra work refuses that work that employee will be ineligible to sign for further work on the sign-up board for the duration of the crew sign-up period.

The Union and the Employer agree that in the event of an emergency the Employer has the right to select any full time employee who is available to perform overtime or extra work for the purpose of providing continuity of service.

13.15 In the event an employee is required to attend at a seminar or training course outside of the employee's regularly scheduled hours of work, the employee shall be paid at the employee's regular rate of pay for all hours in attendance at said seminar or course and said hours shall not be considered hours of work nor used in the calculation of overtime.

## **ARTICLE 14 - STAFF REDUCTION**

14.01 In the event of a lay off, the Employer shall give the employee(s) affected the required notice under the *Ontario Employment Standards Act 2000* and will give as much additional notice to the Union that is reasonably possible in all of the circumstances.

14.02 Part-time and probationary employees shall be laid off first provided there are sufficient qualified employees with seniority who are able to do the required work. In the event there is a requirement for further reductions in staff, employees shall be laid off in inverse order of seniority, provided the remaining employees are qualified and able to perform the required work. An employee whose position is abolished or who is displaced shall be entitled to exercise his seniority rights and displace the most junior employee in the bargaining unit.

14.03 When an employee is laid off, the employee will immediately register his name with the Employer in order that he may be notified of any work available. Laid off employees will, if qualified and able to perform the required work, be returned to work in order of seniority when staff covered by this Agreement is increased, or vacancies occur.

14.04 (a) An employee who is unemployed at the time of a recall must report for duty within forty-eight (48) hours of being contacted unless the employee can provide a valid and satisfactory reason to the Employer for not doing so.

(b) An employee who is employed at the time of recall must report for duty or give a satisfactory reason to the Employer for not doing so within eight (8) days from the date of mailing the notification to report by registered mail to the employee's last known address.

(c) It shall be the employee's responsibility to keep the Employer notified of his current telephone number as well as his address so that they will be up to date at all times.

(d) In the event an employee does not report or provide a reason satisfactory to the Employer for failing to do so under (a) or (b) above, the employee shall forfeit his seniority rights under this Agreement and his employment shall be deemed to be terminated.

## **ARTICLE 15 - APPROVED LEAVES OF ABSENCE**

### **15.01 Personal Leave**

(a) While it is the exclusive prerogative of the Employer to grant a leave of absence, an employee who has completed his probationary period may apply for a leave of absence without pay and without benefits for legitimate personal reasons. The Employer will consider the individual circumstances, the urgency and the importance of the reason for the request and the efficient operation of the Employer at the time of leave. A request for such leave shall be made in writing stating reasons, at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. If the Employer grants such leave it shall confirm the terms of the leave in writing with a copy to the Union.

(b) In cases of sickness or other exceptional circumstances the Employer may extend a leave of absence. Such extension will be confirmed in writing with a copy to the Union.

(c) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new

work or to venture into business for himself and an employee accepting gainful employment or venturing into business for himself while on such leave of absence shall be terminated by the Employer.

(d) Seniority shall accrue during personal leave provided the employee continues to pay Union dues.

(e) The employee shall be responsible for the full premium costs of all insurance while on a leave of absence in excess of one (1) month.

#### 15.02 **Bereavement Pay and Leave**

(a) When a member of an employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) days, immediately following the day of death. If any of the three (3) days coincides with a normal working day and the employee has three (3) months or more of continuous service at the time of the death, the employee is entitled to a normal day's pay up to crew value for such days.

(b) Immediate family will include: spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandfathers, and grandmothers.

(c) A one (1) day leave shall be granted for the purpose of bereavement or attending the funeral of any relative of the employee permanently residing in the employee's household or with whom the employee resides provided the employee meets the conditions as outlined in (a) above.

#### 15.03 **Attending Court**

An employee who is required by writ or subpoena in court as a witness in a work related matter, will be paid his regular rate of pay up to crew value for time required to be in court provided the employee presents the Employer with a copy of the process papers which required his presence in court, and pays over to the Employer the amount received by serving as such witness.

#### 15.04 **Maternity Leave**

The Employer shall grant maternity and parental leave without pay and in accordance with the Canada Labour Code.

#### 15.05 **Education Leave**

Leave of absence, without pay, may be granted to employees to attend non-Employer educational seminars deemed essential by the Employer and in

the best interests to both parties to this Agreement. The Employer will require at least fourteen (14) working days prior written notice requesting such leave. The Employer shall not only consider the importance of the seminar but also the effect of the proposed absence on the efficient operation of the transit system.

15.06                    **Union Leave**

The Employer shall grant to a member of the Union a leave of absence without pay for Union activities i.e. conventions, seminars, meetings and arbitrations, provided:

(i) a request is made in writing and approved a least two (2) weeks prior to the commencement of the date or dates for which leave is requested; and

(ii) such leave does not unduly interfere with the efficient operations of the Employer.

**ARTICLE 16 - WAGE RATES**

16.01                    The Employer agrees to pay the wages set forth in Schedule "A" attached to this Agreement.

16.02                    The rate of pay for any new classification shall be established by the Employer. The Employer shall discuss with the Union the rate of pay for the new classification prior to its implementation.

**ARTICLE 17 - PAID HOLIDAYS**

17.01                    (a) An employee who qualifies in accordance with paragraph 17.02 shall be granted a holiday with pay on each of the following holidays:

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

And such other statutory holidays as are approved and legislated by the Parliament of Canada.

17.02                    In order to qualify for any of the holidays with pay specified in paragraph 17.01 above, an employee:

- (a) must have been employed as a member of the bargaining unit and available for work for at least thirty (30) calendar days;
- (b) must be entitled to wages for at least fifteen (15) days out of the preceding thirty (30) days prior to the holiday;
- (c) must have worked his last full scheduled day immediately preceding the holiday and his first full scheduled day immediately following the holiday;
- (d) must be available for duty on such holiday if it occurs on the employee's scheduled day, except if the holiday falls during the employee's vacation or the employee is unable to work due to a personal injury not covered by the Workers' Compensation Board.
- (e) No employee who is off work due to a suspension, leave of absence, illness or Worker's Compensation shall be entitled to pay for any holiday occurring within such absence.

17.03 Provided all subsections in paragraph 17.02 are met, an employee will be paid as follows for the holidays listed in 17.01:

- (a) If the holiday falls on an employee's scheduled working day, the employee will be paid the employee's crew value.
- (b) If the holiday falls on an employee's scheduled day off, the employee will be paid for eight (8) hours at the regular straight time rate.
- (c) If an employee works on a paid holiday, the employee shall receive holiday pay based on the employee's crew value and time and one-half for all hours worked excluding unpaid one (1) hour lunch periods and off hours if a split-shift is involved. Minimum pay will be for three (3) hours

17.04 In order to provide continuity of service, it is understood the Employer may declare an alternate day as being the paid holiday, to replace one of the specific days listed in Article 17.01, provided however, that in so doing the Employer shall give adequate prior notice to the Union and to the employees involved.

17.05 In the event that a paid holiday, when celebrated, falls on an employee's scheduled day off, or during the employee's vacation period, the employee shall be entitled to the holiday pay and an alternate day off without pay, as mutually arranged and confirmed in writing, provided the employee qualifies under paragraph 17.02 above.

**ARTICLE 18 - VACATIONS**

18.01 Vacation credits shall be based on full years of continuous service as a full time regular transit operator as of January 1st in any year:

(a) All full time regular mobility operators with less than one (1) year's continuous service as a full time regular operator with the Employer as of January 1st, shall be entitled to one (1) day vacation for each month of service up to a maximum of nine (9) days and shall receive vacation pay in the amount of four percent (4%) of the pay received from the date of hire to January 1st.

(b) All full time regular employees with one (1) year to five (5) years continuous service as a full time regular mobility operator as of January 1st, shall be entitled to two (2) weeks vacation and shall receive vacation pay in the amount of four percent (4%) of the pay received in the period from January 1st of the previous year to December 31st.

(c) All full time regular employees with six (6) years to ten (10) years continuous service as a full time regular mobility operator as of January 1st, shall be entitled to three (3) weeks vacation and shall receive vacation pay in the amount of six percent (6%) of the pay received in the period from January 1st of the previous year to December 31st.

(d) All full time regular employees with eleven (11) years to twenty (20) years continuous service as a full time regular mobility operator as of January 1st, shall be entitled to four (4) weeks vacation and shall receive vacation pay in the amount of eight percent (8%) of the pay received in the period from January 1st of the previous year to December 31st.

(e) All full time regular employees with more than twenty (20) years continuous service as a full time regular mobility operator as of January 1st, shall be entitled to five (5) weeks vacation and shall receive vacation pay in the amount of ten percent (10%) of the pay received in the period from January 1st of the previous year to December 31st.

18.02 Seniority of employees will govern the choice of vacation days. The Employer, in joint consultation with the Union, shall prepare a list of vacation days to be allowed to each employee. A vacation sign-up board will be posted by the Employer in the second (2nd) week of December each year and employees will, in order of seniority choose their vacation periods by signing the vacation sign-up board, prior to the first day of February of each year. The schedule must be finalized by the first day of February each year and posted accordingly.

18.03 All vacations must be taken in weekly increments (seven (7) days at a time) and will not be taken in daily increments (one (1) day per week) other than for

justifiable or compassionate grounds, which must be agreed to by both parties to this Agreement.

18.04                    Vacation days shall be exclusive of paid holidays as outlined in Article 17, of this Agreement.

18.05                    No more than two (2) employees per week will be allowed to be off at any time during the period from May 1st through September 30th each year. The Employer reserves the right to decrease or increase this regulation as the situation warrants and will make every effort to so advise employees in writing if a change in policy is contemplated.

18.06                    If more than two (2) employees sign the vacation sign-up board in any one (1) week period during May 1st to September 30th, the employee with the least seniority may be required to re-sign in a period outside this prime time period, if all prime time weeks have two (2) employees off per week or in prime time weeks where only one (1) employee has signed.

18.07                    During the period from May 1st to September 30th of each year, only two (2) weeks vacation will be allowed per employee at any one time. Employees with more than two (2) weeks vacation due will arrange the balance of their vacation outside this prime time period.

18.08                    Employees who wish additional time off may make an application to the Employer for a leave of absence. Said application must be in writing and made at least one (1) month prior to the start of the employee's scheduled vacation as selected on the sign-up board. The applications will be considered by both the Employer and the Union and a decision given in writing. This Article is intended to preserve continuity of service.

18.09                    Employees who have not signed the vacation sign-up board by February 1st each year, will have their vacation time assigned by the operations supervisor or other authorized officer of the Employer.

18.10                    When vacation periods have been signed and booked, there will be no change unless it is a proven emergency or is of a compassionate nature that must be substantiated. All changes must be mutually agreed upon by the Employer and the Union.

18.11                    Vacation pay will be accumulated and paid on the last day of June in each year. For employees who wish to take vacation prior to that time, the Employer will entertain written requests at least two (2) weeks ahead of the proposed vacation date, for payment in advance of the June 30th date.

18.12                    (a)    An employee who leaves the Employer for any reason, shall

receive the amount of unused vacation credit accruing and calculated to the date of separation. Any such vacation credit shall be paid at the time of separation. It is understood, however, that any employee who leaves the Employer of their own accord is expected to give the legally required notice to the Employer of their intended action in order to qualify for this enhanced payment.

(b) An employee who is laid off shall be paid for any vacation credit still due for service in the previous year and if not re-called to service will, upon application, be allowed pay in lieu of any vacation due for the current year.

## **ARTICLE 19 - UNIFORMS AND APPEARANCE**

Subsequent to the conditions set forth by York Region Transit, the Employer will conform to the requirements set forth by York Region Transit with regard to uniforms. Any changes i.e. the wearing of ties, must be therefore consistent with these conditions.

New uniforms as per Article 19.07 will be provided to each active employee during their anniversary month provided the employee has twelve (12) months active service.

19.01 All employees will report for work, properly attired in the approved Employer uniform (or if not yet uniformed in a blue shirt with a dark tie, dark slacks and black shoes). Employees will be clean shaven with their hair groomed so as to present a neat and clean appearance. Shoes will be black and will be polished and in good repair.

**NOTE:** The duty dispatcher has the authority to send home any employee who reports for work in an unclean or dishevelled condition and will report that employee to the Employer for further action. However, if the duty dispatcher is a member of the bargaining unit, he may not discipline another member of the bargaining unit. He is only to report incidents to the Employer.

19.02 The Employer is solely responsible for the design and type of uniform to be worn by the employees. No alterations to the design and type of materials are allowed.

19.03 (a) The Employer agrees to pay one half of the cost of the first prescribed mandatory new uniform for new employees. The balance will be deducted from the employees regular pay periods in three (3) equal increments.

(b) All uniforms remain the property of the Employer and must be returned, cleaned and pressed and in good repair, upon separation, or the employee will have the cost of the remaining half (Employer's portion) deducted from the final pay cheque.

19.04 Subject to the Regions' requirements, the Employer's uniform will consist of the following pieces:

- (a) 2 pairs of Trousers - (Mandatory)
- (b) 5 Shirts - (Mandatory)
- (c) 2 Ties - (Mandatory)
- (d) 1 Vest - (optional - paid by employee)
- (e) 1 Cap - (optional - paid by employee)
- (f) 1 Winter Parka - (Mandatory)
- (g) Black shoes or Low Heel Boots - (supplied by employee)

19.05 It will be the responsibility of each employee to maintain the uniform in a clean and pressed condition and in good repair. Replacement pieces will be supplied free as required after the first uniform, but subject to inspection by the Employer of the item being replaced and only after the first uniform is completely paid for. If any piece of the uniform is lost the employee will replace it with a new and identical piece at the employee's own cost.

19.06 (a) Only Employer approved crests and/or jewellery are to be worn on the uniforms.

(b) Under no circumstances are employees to wear their uniforms, while on or off duty, in any establishment that only serves wine, liquor or beer. It is permissible to eat in uniform in an establishment that serves these items along with food provided the employee uses common sense and decorum.

19.07 The Employer will provide at no cost to the employee two (2) ties, five (5) shirts and two (2) pairs of pants every twelve (12) months of an employee's employment. The Employer will provide female employees with blouses and female ties if consistent with the Regional Policy.

19.08 Provided the Employer is successful in obtaining the Regional Contract, the Employer will contribute up to fifty dollars (\$50.00) per year toward the cost of a pair of black shoes or boots to go with the uniform. This will be paid upon presentation of a paid receipt from the company selling the shoes or boots and dated within the current year as well as presentation of the shoes or boots that have been purchased to ensure they are new in origin.

**NOTE:** Shoes or boots purchased must not have a heel higher than one

inch below the level of the main sole. (This is a safety factor and is included in the Highway Traffic Act)

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

20.01 The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

20.02 In the interest of safety, equipment such as brakes, horns, speedometers, steering, windshield, wiper/washers, heaters, defrosters, clearance lights, head lights, interior lights and other safety equipment required by law shall be kept in good working order by the Employer.

20.03 All employees agree to abide by the driving rules laid down by the Employer and all employees are required to comply with the requirements of the Highway Traffic Act of Ontario and the Public Vehicles Act of Ontario and any and all other government requirements and there will be no excuse for not obeying these Acts.

20.04 It is the responsibility of each employee to make every effort to maintain good health and to get proper hours of rest between working periods. The dispatcher on duty has the authority to refuse to let an employee work if it is felt that the employee is not well or is fatigued and because of that condition may be unable to discharge his duties in a safe and efficient manner. Such authority shall not be used in an unreasonable manner.

20.05 (a) All employees are required to inspect their vehicles prior to leaving the yard.

(b) Inspection sheets given to each employee each day will be filled out at the vehicle and will not be signed and turned in until the vehicle is fully inspected.

(c) Defects that, in the opinion of the employee may be safety related will be brought to the immediate attention of the duty mechanic, or if he is not available, to the duty dispatcher.

(d) All vehicles must be signed in by the employee at the termination of each shift, whether the vehicle is returned to the yard or turned over to another employee.

(e) Any defects reported must be repaired or deemed safe for

service by a mechanic.

20.06 It is the responsibility of all employees to bring to the attention of the Employer (usually through the dispatcher), without delay, any road, traffic or other conditions which are having an adverse effect on the service being performed or to the vehicles themselves.

20.07 It is the responsibility of each employee, when being relieved from duty by a replacement employee, to bring to the attention of the relief person:

(a) any problems with the vehicle being taken over.

(b) any road or traffic conditions which may have an adverse effect on the service being performed or to the vehicle itself.

20.08 The Employer and the Union will establish a joint health and safety committee that will meet regularly and such committee will comply with conditions of the Occupational Health and Safety Act or any other successive or prevailing legislation applicable.

## **ARTICLE 21 - REPORTING OF ACCIDENTS**

21.01 It is agreed that all employees must report immediately to the Employer any accident or damage to a vehicle being operated for the Employer, or injury to property or individuals regardless of how minor it may be. Any incident, accident or damage to property must be reported on the prescribed Incident or Accident Report form. Failure to immediately report an incident or accident or property damage shall result in a suspension of that employee until an incident or accident report is submitted.

**Note:** This suspension does not preclude the Employer from further disciplinary action based on the results of the investigation of the incident or accident.

## **ARTICLE 22 - UNSAFE CONDITIONS OR PRACTICES**

22.01 In the event that an employee alleges the existence of any unsafe practice or condition, the employee involved has a duty and an obligation to immediately report such a situation or condition to the Employer without delay. An employee may approach an officer of the Employer if the matter is not resolved or rectified satisfactorily within a reasonable time.

## **ARTICLE 23 - HEALTH INSURANCE**

23.01 The Employer shall provide health insurance in accordance with its plans and policies for all full time transit operators who have completed their probationary period. The plans will be administered in accordance with the rules and regulations of the plans and policies which are more fully described in the insurance literature. The employee shall pay forty percent (40%) of the premiums. The Employer will pay sixty percent (60%) of the premiums. The benefits shall be those in effect on March 1, 2006.

#### **ARTICLE 24 - DRIVERS ROOM**

24.01 Suitable accommodation will be provided in which the employees may rest and/or eat. The room shall contain proper tables and chairs. It is the responsibility of all employees to maintain these facilities in a clean and sanitary condition.

#### **ARTICLE 25 - WASHROOM FACILITIES**

25.01 Washroom facilities will also be maintained and will include washing facilities, soap and towels along with hot water. All employees are responsible to maintain these facilities in a clean and sanitary condition.

#### **ARTICLE 26 - GENERAL**

26.01 All report times to the Concord Yard and/or to the start point in each piece of work as specified by the Employer will be scheduled in accordance with the requirements of the Highway Traffic Act.

26.02 No work will be performed by supervisory, management or dispatch personnel when such work comes within the jurisdiction of the bargaining unit except in cases of emergency.

26.03 Copies of all bulletins issued in accordance with this Agreement will be furnished to the Union on request.

26.04 (a) The Union shall have the use of bulletin boards at work locations for the purpose of posting notices relating to Union business.

(b) The Union may, with prior approval of management, place ballot boxes at appropriate points at any work location for the purpose of conducting votes within their membership, provided it does not interfere with the Employer's operations.

26.05                    The Employer shall provide each new employee with a copy of the Collective Agreement and a list of current Union officials. The cost of reproducing the Agreement shall be borne by the Employer.

**ARTICLE 27 - DURATION**

27.01 This Agreement shall be effective from February 1, 2006 until February 28, 2011, and thereafter until revised or superseded by a new agreement. It is further agreed by the parties that it shall automatically be renewed for a further term of one year and shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other within a period of ninety (90) days prior to the expiry date.

**DATED AT CONCORD, ONTARIO, THIS DAY OF, 2006.**

**CAN-AR MOBILITY TRANSIT SERVICES  
(Division of Tokmakjian Inc.)**

**AMALGAMATED TRANSIT UNION,  
LOCAL 1587**

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**SCHEDULE "A"****WAGES****EFFECTIVE MARCH 1, 2006:**

First Year of service	14.75
Second Year of service	15.50
Third Year of service	16.70
Fourth Year of Service	17.90
Upon completion of four (4) years' service	19.10

**EFFECTIVE MARCH 1, 2007:**

First Year of service	15.19
Second Year of service	15.97
Third Year of service	17.20
Fourth Year of Service	18.44
Upon completion of four (4) years' service	19.67

**EFFECTIVE MARCH 1, 2008:**

First Year of service	15.65
Second Year of service	16.45
Third Year of service	17.72
Fourth Year of Service	18.99
Upon completion of four (4) years' service	20.26

**EFFECTIVE MARCH 1, 2009:**

First Year of service	16.12
Second Year of service	16.94
Third Year of service	18.25
Fourth Year of Service	19.56
Upon completion of four (4) years' service	20.87

**EFFECTIVE MARCH 1, 2010:**

First Year of service	16.60
Second Year of service	17.45
Third Year of service	18.80
Fourth Year of Service	20.15
Upon completion of four (4) years' service	21.50

**INDEX FOR CAN-AR MOBILITY TRANSIT SERVICES (Division of Tokmakjian Inc.)**

PREAMBLE AND PURPOSE:..... 1

ARTICLE 1 – RECOGNITION..... 1

ARTICLE 2 – MEMBERSHIP IN THE UNION..... 1

ARTICLE 3 – CHECK OFF OF UNION DUES..... 2

ARTICLE 4 – UNION MEETINGS..... 3

ARTICLE 5 – RESERVATION OF MANAGEMENT RIGHTS ..... 3

ARTICLE 6 – VALID DRIVERS LICENSES ..... 5

ARTICLE 7 – MEDICAL EXAMINATIONS ..... 6

ARTICLE 8 – STRIKES AND LOCKOUTS..... 6

ARTICLE 9 – UNION REPRESENTATION..... 7

ARTICLE 10 – GRIEVANCE PROCEDURE ..... 8

ARTICLE 11 – ARBITRATION..... 11

ARTICLE 12 – SENIORITY..... 12

ARTICLE 13 – HOURS OF WORK, ETC..... 14

ARTICLE 14 – STAFF REDUCTION..... 16

ARTICLE 15 – APPROVED LEAVES OF ABSENCE ..... 17

ARTICLE 16 – WAGE RATES ..... 19

ARTICLE 17 – PAID HOLIDAYS..... 19

ARTICLE 18 – VACATIONS ..... 20

ARTICLE 19 – UNIFORMS AND APPEARANCE ..... 23

ARTICLE 20 – HEALTH AND SAFETY..... 24

ARTICLE 21 – REPORTING OF ACCIDENTS ..... 26

ARTICLE 22 – UNSAFE CONDITIONS OR PRACTICES ..... 26

ARTICLE 23 – HEALTH INSURANCE ..... 26

ARTICLE 24 – DRIVERS ROOM ..... 27

ARTICLE 25 – WASHROOM FACILITIES ..... 27

ARTICLE 26 – GENERAL ..... 27

ARTICLE 27 – DURATION ..... 28

SCHEDULE "A"..... 29