

COLLECTIVE AGREEMENT

Between

KINGSTON ACCESS BUS

and

UNIFOR AND ITS LOCAL 4266



Effective from

April 1, 2018 to March 31, 2021

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COLLECTIVE AGREEMENT

between

KINGSTON ACCESS BUS

(Hereinafter referred to as the "Company")

and

UNIFOR AND ITS LOCAL 4266

Witnesseth that in the operation of the transportation services, of the Kingston Access Bus and that in consideration of the mutual agreement and undertakings herein, the parties hereto covenant and agree each with the other as follows:

DEFINITIONS

Gender

Words used in the Agreement in the masculine gender all include the feminine.

Employee

The word 'employee' as used in this Agreement shall be understood to mean any person hired to fill position covered by this Agreement, on a full-time basis.

The words 'part-time employee' as used in this Agreement shall be understood to mean any person hired to fill a position within the scope of this Agreement and is not a full-time employee.

A temporary full-time employee is a part-time employee appointed to replace a full-time employee who is absent from duty for a minimum of 30 consecutive days for reason other than vacation.

Nothing in this definition of employees shall provide a greater benefit to part-time employees unless explicitly referred to in part-time language.

National Representative

Is a National Representative of Unifor National Office representing employees of the Kingston Access Bus.

Local Representative

The Local Chairperson or his appointee (employee of Kingston Access Bus) in case of his absence.

Working Day

"Working days" shall mean normal working days and shall exclude Saturdays, Sundays and Statutory Holidays even though an employee may work on these days.

ARTICLE 1: PURPOSE OF PROVISIONS

1.1 It is the intent and purpose of this Agreement to promote and improve the relationships between the Employer and its employees and set forth the basic agreement respecting hours of work, rates of wages and other conditions of employment to be observed by the parties hereto.

1.2 The Employer recognizes Unifor as the sole bargaining agency for all Bus Operators of the Kingston Access Bus and agree to negotiate with the Representative selected by the Union with the objective of effecting a peaceful and amicable settlement of any difference that may arise between the Employer and the Union (Hereinafter referred to as the "Union" and representing all employees of the Kingston Access Bus in Kingston, save and except manager and persons above the rank of manager and office staff.)

The Employer agrees to recognize a Negotiating Committee and a Grievance Committee comprised of same membership, which shall be a maximum of two (2) employees. These Committees shall also be known as the Union Committee. The purpose of the Negotiating Committee is to negotiate a renewal to this Agreement. The purpose of the Grievance Committee is to provide a representative to assist employees in the administration of the collective agreement in all aspects.

The Employer shall not be required to recognize anyone as a member of the Committees until the Employer is advised of their names in writing by the Union.

- 1.3 The Union, having been recognized as the sole bargaining agent for the Bus Operators, agrees to support and compel observance of all rules and regulations as laid down by the Employer, not in conflict with this Agreement.

The Employer will provide the Union with copies of all rules and regulations before they are posted on the Board.

No employee or group of employees shall enter into or be allowed to bargain with the Employer or enter into any agreement either individually or collectively which conflict with any provisions of this Agreement.

- 1.4 New employees engaged to fill positions within the scope of this Agreement will be informed by the Employer that Unifor is the exclusive bargaining agent representing all employees covered by this Agreement in negotiations with the Employer regarding wages and working conditions and in the disposal of any grievance that may arise with respect thereto. The Employer further agrees to supply the said Union with the name, address, telephone number and occupation of each employee engaged during the term of this Agreement within fifteen (15) days from the day of the engagement.

1.5 **Labour-Management Committee:**

The parties agree to establish a Labour-Management Committee comprised of up to two (2) members from each of the parties. Other employees and Management representatives may participate in discussions at the mutual agreement of the parties. The Committee shall meet at the request of either party for a maximum of one (1) hour no more frequently than once every three months. A request for a meeting shall be given to the other party two (2) weeks in advance.

The function of the Committee shall be to discuss matters of mutual concern to the parties.

1.6 **Notice Boards:**

The Notice Board shall be supplied by the Employer and placed in Employer Offices. Notices of interest, meetings, and Union activities may be posted thereon.

ARTICLE 2: STRIKES AND LOCKOUTS

- 2.1 The Union agrees that there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 3: MANAGEMENT RECOGNITION

- 3.1 The Union acknowledges that it is the exclusive right of the Employer to manage the business, to direct the workforce, including the right to hire, promote, transfer and discipline employees, including discharge for just cause, to schedule operations and without restricting the generality of the foregoing, to determine the nature and kind of business of the Employer, the kind and locations of equipment to be used, the extension, limitations, curtailment or cessation of operations or any part thereof, provided it is consistent with the terms of this Agreement.

ARTICLE 4: COMPLAINTS, GRIEVANCES AND ARBITRATION

- 4.1 (a) It is the mutual desire of the parties hereto that complaints and grievances of employees shall be adjusted as quickly as possible.
- (b) To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the grievor to be assisted by a member of the Union Committee in having his grievance dealt with in accordance with the grievance procedure.
- 4.2 The grievance procedure shall apply equally to a grievance lodged by a group of employees, or, if it is one of a general nature, the Local Chairperson on behalf of the Local.

Grievance Procedure:

All complaints by an employee relating to the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in the following manner.

This shall also apply to an employee or part-time employee who believes that he has been disciplined without just cause. An employee or part-time employee, who may be accompanied by the Local Chairperson and/or his Authorized Representative, will discuss his complaint with the Manager before he has cause for a grievance and proceeding to steps of the grievance procedure.

STEP 1:

Should the grievance not be resolved to the grievor's satisfaction through the meeting with the Manager, the employee and/or Local Chairperson and/or his Authorized Committee may present the grievance in writing to the Manager within five (5) days of the meeting with the Manager, who will render a decision in writing within five (5) working days from receipt of the written grievance.

STEP 2:

Within fifteen (15) calendar days of receiving a decision at Step 1, the Representative may appeal in writing to the Board of Directors, at which time he/she must indicate whether the Union is also requesting to make an oral presentation to the Board of Directors. In the event the Union is also requesting to make an oral presentation, the Union agrees that its presentation is to be not more than twenty (20) minutes in length during an In-Camera Session of a regularly scheduled Board Meeting. The Board may present questions to the Representative during his presentation.

The Representative shall be required to leave the In-Camera session upon completion of his presentation. The Board of Directors shall render its decision in writing to the Representative within ten (10) working days after receipt of the written appeal or the oral presentation, whichever shall occur last.

For grievances related to the termination of an employee's employment, the oral presentation shall be scheduled at the first meeting of the Board following receipt of the letter of written appeal, provided the letter is received a minimum of ten (10) calendar days prior to the scheduled Board Meeting.

STEP 3:

If the decision of the Board of Directors is not satisfactory, the Union may, within twenty-one (21) calendar days after receipt of the decision, process the matter to a sole arbitrator in accordance with Article 4.6.

Alternatively, the parties may proceed to mediation/arbitration upon mutual agreement, provided the mediation/arbitration is held by the same person, unless the parties agree otherwise.

Grievances re Suspension or Discharge:

Grievances dealing with suspension or discharge of an employee or part-time employee shall be initiated at Step 2 of the Grievance Procedure.

Policy Grievance:

A Policy Grievance shall be a grievance defined as an alleged violation of the administration, application or the interpretation of the Collective Agreement that affects the Union.

Group Grievance:

A Group Grievance shall be a grievance defined as an alleged violation of the Collective Agreement that affects more than one (1) employee.

Policy/Group Grievance:

A Policy or Group Grievance may be presented as a grievance within ten (10) working days after the circumstances giving rise to the grievance originated or occurred. These grievances shall be presented at Step 1 of the Grievance Procedure.

Working Day:

For purposes of this Article, "working days" shall mean normal working days and shall exclude Saturdays, Sundays and Statutory Holidays, even though an employee may work on these days.

4.4 A Management Grievance may be submitted to the Local Chairperson or Authorized Committee of the Union, within five (5) working days of the occurrence giving rise to the grievance. The Local Chairperson shall render his reply within five (5) working days of receipt of the grievance. Failing a satisfactory settlement being reached Management may advance the grievance to Arbitration by giving such notice to the Union within ten (10) working days of receipt of the reply from the Union.

4.5 In the event that the time limits set forth in this Article are violated, the grievance may be progressed to the next step.

4.6 **Arbitration:**

Either party desiring arbitration on any grievance arising from the interpretation, application, administration, alleged violation of the Agreement, which has been processed through the proper steps in Grievance Procedure (Article 4), shall notify the other of it's desire to proceed to arbitration. The parties agree that the matter be arbitrated by a sole Arbitrator selected by the parties, or in default of mutual selection, to be selected by the Minister of Labour for the Province of Ontario. The sole arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

The parties shall equally share the cost of the Sole Arbitrator.

4.7 The time limits as provided herein may be extended by mutual agreement.

4.8 **Discipline:**

- (a) An employee who has completed his probationary period will not be disciplined or discharged without an investigation by the Manager. No employee will be disciplined or discharged without just cause.
- (b) The Employer agrees that whenever it intends to issue discipline it shall arrange a private office and the employee shall be accompanied to the meeting by the Local Chairperson or an employee who is designated by the Local Chairperson to participate.
- (c) When an employee is suspended or discharged the employee will be able to meet with the Local Representative for a period of fifteen (15) minutes before they are required to leave the workplace.
- (d) The Union shall receive a copy of any disciplinary notices or letters that are issued to employees.

4.9 (a) In cases of an alleged serious offence for which dismissal or suspension is contemplated, an employee may be held out of service without pay for investigation for a period of up to three (3) days. Anytime held out of service for a period longer than three (3) days, shall be with pay. Days an employee is held out of service without pay during the investigation shall be factored in any discipline, should discipline be warranted. Should the employee be cleared of any wrongdoing, they shall be paid for any scheduled hours for any day held out of service without pay during the investigation period.

The Union will be notified of any employee held out of service pending further investigation. For any interview that may lead to discipline, the employee shall have Union representation.

- (b) The employee will be allowed to meet with the Local Chairperson or designate for fifteen (15) minutes before any meeting with the Employer. At the hearing the Employer will present all evidence and or witnesses to the union.

Hearings in connection with alleged irregularities will be held as quickly as possible. The employee will be notified in writing at a minimum the previous day of the hearing, and will be advised of the nature of the alleged offence. Employees held out of service for investigation periods shall be given minimum 24 hours notice of the hearing. The Local Chairperson or his designate shall be present at such hearing(s). The Employer will render its decision within three working days of the hearing.

If the employee is not satisfied with the decision he may process the case further commencing at Step 1 of this Article.

- 4.10 If, as a result of the investigation and hearing, or upon appeal, the employee is found cleared of the charges, the record of this incident will be removed from his Personnel File and he will be paid for any time lost, based on his basic rate of pay averaged over the last two pay periods, plus reasonable expenses.

Any employee not being investigated, who appears at a hearing under Clause 4.3 at the request of the Employer, will be paid for all time lost at his basic hourly pay, plus reasonable expenses.

- 4.11 The Employer will not inscribe on the record of any employee any complaint lodged more than fifteen (15) working days after the incident occurred. This provision does not apply to major incidents such as theft and passenger abuse.

Employees shall have access to their personnel files on record in the Employer office at reasonable times and will be allowed to receive copies of all documents on his/her file with the exception of documents that contain personal identifiers of persons other than the employee.

Employee files will be cleared of all disciplinary records after a period of two (2) years from the date of discipline in the case of suspension and after a period of twelve (12) months from the date of discipline for letters of reprimand.

ARTICLE 5: VACATIONS

Full-Time Employees

- 5.1 Vacations granted with pay in any calendar year to employees covered by the terms of this Agreement shall be those which shall be earned in the period from January 1st to December 31st of the current year and this period shall be known as the "Vacation Year".

- 5.2 Full-time employees who have not completed twelve (12) consecutive months of service, prior to December 31st in the current year shall be granted one day for each full calendar month of employment to a maximum of ten (10) days.

Pay for such vacation shall be 4% of the employee's earnings with the Employer during the "Vacation Year" or portion thereof, paid at the time of vacation.

- 5.3 Effective the vacation year 2018, employees shall be entitled to an annual vacation with pay as follows:
- (a) In the calendar year of the first (1st) service year anniversary and each year thereafter, ten (10) working days, or four percent (4%), whichever is greater.
 - (b) In the calendar year of the fifth (5th) service year anniversary and each year thereafter, fifteen (15) working days, or six percent (6%), whichever is greater.
 - (c) In the calendar year of the ninth (9th) service year anniversary and each year thereafter, twenty (20) working days, or eight percent (8%), whichever is greater.
 - (d) In the calendar year of the sixteenth (16th) service year anniversary and each year thereafter, twenty-five (25) working days, or ten percent (10%), whichever is greater.
 - (e) In the calendar year of the twenty-first (21st) service year anniversary and each year thereafter, thirty (30) working, or twelve percent (12%), whichever is greater.
- 5.4
- (a) For the vacation period from April 1st to December 31st, the Employer will prior to February 1st distribute vacation allotment to each full-time employee, along with a request form to be completed and returned by the employee prior to 16:00 of the last Friday in February. The approved requests will be returned by the Company to the Employee, and a final vacation scheduled posted by 16:00 on the final Friday of March.
 - (b) Drivers who do not choose their vacation period before submission deadline shall forfeit their seniority rights to book vacation days, and will go to the bottom of the vacation seniority list, with days approved based on availability.
 - (c) Vacation days will be approved prior to lieu, personal, or unpaid requests regardless of seniority.
 - (d) Any vacation requests for the period from January 1st to March 31st will be approved on a first-come, first-serve basis.
 - (e) Employees may use vacation entitlement as single day vacation days at the employer's discretion, however full blocks of vacation shall be awarded first over any request for a single day vacation.
 - (f) The Company will permit a minimum of three (3) employees off at one time for the purpose of using up accumulated Statutory Holidays or vacation days, and a minimum of five (5) drivers at Christmas per week.

5.5 Vacation shall be in the form of time off with pay. Those employees who are discharged, retire, die, leave the service of the Employer of his own accord, or whose services are discontinued due to disability shall be paid for any vacation due to him up to date of leaving the service. Payment shall be based on the respective percentage as outlined in Article 5.2 or Article 5.3, minus any vacation the employee has taken prior to leaving the service. Any overpayment shall be recovered from the employee's final pay.

Prorating shall be based on completed months of service during the calendar year (i.e. 1/12th for each month).

5.6 For vacation entitlement purposes, continuous service shall be broken by:

- (i) Voluntary termination of employment; or
- (ii) Discharge.

5.7 Vacations shall not be earned during personal leaves of absence of greater than one (1) month, with the exception of Maternity and Parental Leaves and the Family Medical Leave provisions of the *Employment Standards Act of Ontario (ESA)* as long as they form part of the *ESA*.

Part-Time Employees

5.8 (a) In lieu of time off with pay, part-time employees shall be paid vacation pay equal to four percent (4%) of his/her bi-weekly earnings. Part-time employees who have acquired 5 years of seniority shall receive six per cent (6%) of vacation pay. Any outstanding vacation pay owing as of the final regular payroll period of the calendar year shall be paid in full on the final regular pay date of the calendar year. Amounts earned following the final regular payroll period shall be paid in full the following calendar year at the employees request or on the final regular pay date. Temporary full-time employees shall follow the same vacation request schedule as Full-Time employees in Article 5.4

(b) Any part-time employee that is awarded a full-time position shall be awarded vacation with pay in the vacation year of transfer at the rate of one (1) day for each month remaining in the calendar year to a maximum of ten (10) days.

For vacation entitlement purposes, whenever a part time employee is awarded a full-time position, he/she shall be granted one quarter year of service based on each five hundred and twenty (520) hours worked as a part-time employee. This time shall be in addition to the employee's full-time date of hire and be used for determining the employee's anniversary date for vacation entitlement. This date shall be referred to as the employees "Service Date". No partial quarter years of service shall be considered.

ARTICLE 6: STATUTORY HOLIDAYS

- 6.1 (a) All employees shall be entitled to the following Statutory Holidays:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday (1 st	Christmas Day
Easter Monday	Monday in August)	Boxing Day
Victoria Day	Labour Day	
Family Day (Commencing in 2010)		

Full-time employees shall be paid the equivalent of eight (8) hours pay for each Statutory Holiday listed above and a further one and one-half (1.5) times his/her basic rate for each hour worked.

If a statutory holiday falls on the scheduled day off of a full-time employee, the employee may elect to:

- i. Work their shift as scheduled and bank the stat holiday pay as lieu time; or*
- ii. Take a day with pay on the first scheduled working day following the stat holiday; or*
- iii. Work their shift as scheduled and receive the stat holiday pay. In this instance the stat holiday hours shall not be considered time worked.*

It is the responsibility of the employee for whom the above applies to notify the Company at a minimum 1 week in advance of their preference.

- (b) Part-time employees shall be eligible for Statutory Holiday pay on the above days. The amount of pay shall be calculated as per the formula within the *Employment Standards Act of Ontario*. In addition, should the part-time employee work on any of those days, he/she shall be paid time and one-half (1.5) for each hour worked.
- 6.2 To qualify for Statutory Holiday pay an employee must work the scheduled day before and the scheduled day after the holiday, except if the employee is sick or attending a Union Convention or any approved leave.
- 6.3 If an employee works on a Statutory Holiday, he shall be entitled to one and one-half (1 1/2) time for all hours worked and a day off with pay, which may be accumulated and taken at a time mutually agreed between the Manager and the employee. With the exception of time accumulated for Christmas Day and Boxing Day, accumulated time is to be taken before the end of the calendar year.
- 6.4 If the Statutory Holiday should fall during a full-time employee's vacation period, the extra day may be taken at the option of the employee with either vacation period, unless the Statutory Holiday falls on a rest day, in

which case he shall receive pay for the Statutory Holiday and may be entitled to an extra day off without pay at the option of the employee.

6.5 Employees wishing to trade days off or assignments may do so with the Manager's approval.

6.6 When Kingston Access Bus operates service on a Statutory Holiday, such work will be made available to employees covered by this Agreement on a voluntary basis in order of seniority. If there are insufficient numbers of volunteers, the work shall be assigned to part-time employees first, and then to full-time employees in reverse order of seniority. A sign-up sheet will be posted at least four (4) weeks in advance of the Statutory Holiday

ARTICLE 7: BEREAVEMENT PAY

7.1 Full-time Employees

- (a) A full-time employee shall receive, without loss of pay, five (5) consecutive scheduled working days in the case of death of a spouse, child, parent, step-parent or stepchild.
- (b) Three (3) consecutive scheduled working days in the case of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or grandchild.
- (c) Pay shall only apply to scheduled working days. Leave under this Article shall be taken at time of death or funeral unless otherwise authorized by management.

7.2 Part-time Employees

Part-time employees shall receive five consecutive calendar days in the case of the death of spouse, child/stepchild or parent/stepparent and three (3) consecutive days in the case of death of brother, sister, grandchild, mother/father-in-law, sister/brother-in-law or son/daughter-in-law. The part-time employee shall receive his/her regular pay for any of these days he/she was scheduled to work and/or days the employee would have been eligible to work within part-time rotations should the funeral be at a time other than within the immediate 7 days following date of loss.

7.3 Employees, upon written application to the manager, shall be granted up to two (2) consecutive calendar days in addition to those permitted under Article 7.1 (b) to attend out of province funerals.

7.4 In the event of the death of a current employee, the Employer shall grant one (1) day of paid leave to up to two (2) employees for the purpose of being a pallbearer(s) at the deceased employee's funeral.

ARTICLE 8: HEALTH & WELFARE

8.1 Health Care:

- (a) The Employer will pay 100% of the premium for full-time employees and their families, and 50% of the cost for part-time employees who have completed their probationary period for Manulife Financial Extended Health Care basic plan or equivalent with eighty percent (80%) reimbursement. All employees shall be included in these plans at the first enrolment opportunity after employment unless they desire to be covered otherwise. The Employer shall deduct the full cost of the above plans for these employees during the probationary period.

(b) Vision Care/Laser Surgery:

\$250/24-month period for full-time employees. Effective January 1, 2019
\$300/24-month period for full-time employees.

Full-time employees shall be eligible for \$100.00 towards the cost of an eye examination every twenty-four (24) months provided he/she provides a receipt confirming payment. Effective January 1, 2019 full-time employees shall be eligible for \$125.

Part-time employees shall be eligible every 24 months provided they have worked a minimum of 1,040 hours in the previous 12-month period. Effective January 1, 2019 Part-time employees shall be eligible for \$125 every 24 months provided they have worked a minimum of 1,040 hours in the previous 12-month period.

8.2 Life Insurance:

- (a) The employer shall pay one hundred percent (100%) of the premium to provide group life insurance of seventy thousand dollars (\$70,000) for each full-time employee, and fifty thousand dollars (\$50,000) for each part time employee.
- (b) Employees, upon leaving employment through retirement, voluntary termination, or layoff, may at their expense and without requiring a medical certificate, convert their group life insurance coverage to an individualized private policy within thirty (30) days of leaving their employment.

8.3 Long Term Disability:

For full-time employees the Employer shall pay 100% of the premium for Long Term Disability Insurance that provides a monthly benefit equal to 66 2/3% of monthly salary. The LTD elimination period shall be 120 consecutive days of absence from work due to injury or illness. Full time employees shall become eligible following a three (3) month waiting period from the date they commence full-time status. Long Term Disability

Insurance shall be administered by the Employer in accordance with the Master Insurance Policy.

8.4 Dental Plan:

For full time employees only, the employer agrees to pay one hundred percent (100%) of the cost of the monthly premiums to provide dental plan #9, or equivalent. The plan shall include a nine-month recall, \$2000 maximum per person per year, ODA fee guide current year less one (1) year, and dependant coverage to age 21 or age 25 if full time student. Enrolment shall be mandatory for all full-time employees. Employees not enrolled as of date of ratification are exempt from enrolment.

8.5 In the event of the death of an employee, Extended Health Care and Dental Care Plans shall be continued for the surviving spouse and eligible children for a period of twelve (12) months.

ARTICLE 9: LEAVES OF ABSENCE

9.1 Union Leave:

An employee who is elected or appointed to a position with the Union shall be granted leave of absence without pay or benefits while so engaged and at the expiration of his leave, shall have the privilege to resume his former seniority status within thirty (30) days, if he so desires provided he provides thirty (30) days advance notice of intention of return. The Leave of Absence shall not exceed one (1) year, but may be extended year after year by the Employer and the employee shall continue to collect seniority.

9.2 Subject to operational requirements, the employer shall grant leave of absence with pay and benefits and without loss of service to a maximum of three (3) employees at the same time, to allow them to attend union business, conventions or seminars, provided the union gives at least one (1) week written notice to the employer.

The employer shall bill the Local Union once a month for Union Leave.

9.3 If an employee absents himself from duty for twenty-four (24) consecutive hours, for any reason and without notifying his Dispatcher, he shall be held out of service. Reinstatement, in such a case, is dependent upon the employee giving reason for his absence satisfactory to the Manager.

9.4 Reporting Illness:

- (a) Employees with a start time of before 0900 hours who are unable to attend work due to illness must inform the Dispatcher or answering service a minimum one (1) hour prior to their scheduled shift start time.

- (b) Employees with a start time of 0900 hours or later who are unable to attend work due to illness must inform the Dispatcher or answering service a minimum two (2) hours prior to their scheduled shift start time.
- (c) All employees are encouraged to provide as much notice as possible of absence. The Company and Union agree to have meaningful discussion should operational issues arise due to illness reporting periods.
- (d) If the Employer so requires, a certificate shall be obtained from a medical practitioner designated by the Employer in which event the cost of such a medical examination and time lost shall be borne by the Employer. Medical certificates will only be required after two (2) days of absence.
- (e) It is understood and agreed that the employer reserves the right to require written medical proof of illness and that any proven abuse of the foregoing by any employee, including the filing of false claims for sick leave, may constitute just cause for disciplinary action, including discharge.
- (f) An employee who is absent shall speak directly to Kingston Access Services of their intention to return to work before 1500 hours on the day prior to his intended return.

9.6 **Personal Days:**

- (a) Full-time employees who have completed the probationary period with the Employer will be entitled to personal leave of absence with pay on the basis of ten (10) days per calendar year.

Those employees who are discharged, retire, or leave the service of the Employer of his own accord, the Company may recover any overpayment of annual Personal days on the employee's final pay. Prorating shall be based on completed months of service during the calendar year (i.e. 1/12th for each month).

- (b) Whenever a part time or temporary full-time employee is awarded a full-time position, he/she shall be granted 8 hours of sick time for each full month remaining in the calendar year up to a maximum of 80 hours, plus any banked sick time as per 11.3(e).

9.7 **Accumulation of Personal Days:**

- (a) Full-time personal Days may be transferred into an accumulated Personal Day Bank. Thereafter, unused Personal Days may be transferred into the accumulated Personal Day Bank at the end of each calendar year. Personal Days may accumulate to a maximum of 45 days. Accumulated Personal Days may only be used for absences due to injury or illness; not for injuries or illness paid for under WSIB. Employees shall not be entitled to a pay out of unused Personal Days.

- (b) Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority, unless it is evident that the employee is unable to return to work and perform the full range of duties expected of employees, in their classification in the foreseeable future and provided the employer is notified on a timely basis of such illness or injury.

9.8 The name of an employee on authorized leave of absence shall be continued on the Seniority list.

ARTICLE 10: SENIORITY STATUS AND PROBATION

10.1 Probationary Period:

Probationary Period for each newly hired employee and newly hired part-time employee shall be a period of seventy-five (75) days actually worked following completion of training. During this period, performance and ability shall be determined. If during this period the probationary employee or probationary part-time employee is judged to be unsatisfactory, his/her employment shall be terminated without notice at the sole discretion of the Employer. In the exercise of this right the Union agrees that probationary employees and probationary part-time employees are subject to a lesser standard of cause. The Employer may extend the probationary period by sixty (60) days actually worked for one occasion only for each probationary employee and probationary part-time employee through agreement with the Union.

Those part-time employees that complete their probationary period as a part-time employee will not be required to fulfill another probationary period upon being hired as full-time employee.

10.2 (a) Full-time Employees

A Seniority list for full-time employees shall be posted in January of each year. This list shall indicate name, date of hire and seniority date. Seniority date shall be most recent date of becoming a full-time employee. A copy of the list shall be provided to the Local Representative of the Union.

(b) Part-time Employees

A seniority list for part-list employees shall be updated and posted in January and July of each year. This list shall indicate name in order of seniority based on hours worked (highest to lowest).

In the event a part-time employee is awarded a full-time position, his seniority date shall be his date of hire as a full-time employee.

Seniority for part-time employees shall be based on regular and overtime hours worked as an employee. Part-time employees that incur an injury

while on duty with the Employer and approved by WSIB, LTD, or STD shall accumulate seniority during the absence based on the weekly average he/she worked during the twelve (12) week period prior to the date of commencement of absence.

10.3 Protest in regard to the Seniority standing of an employee must be submitted in writing within thirty (30) days from the date the seniority list is posted. When proof of error is presented by an employee or his Representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final for that year.

10.4 The name of an employee who has been, or is, promoted from a position covered by this Agreement to a position not covered by this Agreement in the Employer, will be continued on the seniority list, and continue to accumulate seniority provided the employee elects to pay Union Dues while so employed up to a maximum period of three (3) months. Such person, when released from excepted employment, may within five (5) days of such release, exercise his seniority rights and failing to do so will forfeit his seniority, in which event his name will be dropped from the seniority list. Such employee will have the privilege during the first year of his promotion to return to his former position provided he gives thirty (30) days written notice to the Employer.

10.5 **Loss of Seniority:**

An employee shall lose all seniority and his/her employment shall be deemed terminated if any of the following occurs:

- (a) An employee is discharged for just cause and not reinstated through the grievance and arbitration procedure.
- (b) An employee is laid off and is not recalled within a period of twenty-four (24) consecutive months from date of lay off.
- (c) When an employee voluntarily resigns his/her employment and is not rehired within fifteen (15) days of the date of termination.
- (d) If he/she retires from the Employer.
- (e) is absent from work for more than three (3) consecutive scheduled shifts without notifying the employer, and without a reasonable reason.

10.6 **Employment**

Should two (2) or more employees commence their employment on the same date, the names of such employees shall be drawn to denote seniority; i.e. first drawn shall have most seniority, etc. Both the Union and Company shall be present when drawn.

10.7 If a probationary employee is laid off and subsequently recalled within three (3) months of date of lay off his/her seniority shall include time

worked prior to being laid off. Time on layoff shall not count towards completing his /her probationary period or his /her waiting period for qualifying for benefits.

ARTICLE 11: PART-TIME EMPLOYEES

- 11.1 (a) Part-time employees shall not perform bargaining unit work where a full-time bargaining unit employee is available to perform a scheduled shift provided that the performance of such work when combined with the employee's regularly scheduled work week would not require overtime premium in the work week. The employer agrees that the ratio of part time to full time shall be three (3) part time employees for every four (4) full time employees rounded to the nearest whole number.
- (b) Probationary and Part-Time employees who over a 3-month period work less than 260 hours shall have their availability for work evaluated by the Company and the Union. Consideration shall be given to legitimate circumstances influencing not achieving minimum hours.
- 11.2 Each week the Employer shall provide to the Local Chairperson a record of schedules worked by part-time employees during the preceding week.
- 11.3 (a) **Temporary full-time**
Whenever a part-time employee is appointed to replace a full-time employee, he/she shall be known as a Temporary Employee, and shall maintain his/her seniority date on the part-time seniority list.
- (b) In cases when it is known that the temporary employee will replace a full-time employee for more than fifteen (15) weeks, the temporary employee shall be eligible under Article 8 effective the first day of the month after commencing the temporary assignment. In cases where the duration of the temporary assignment is unknown, the temporary employee shall be eligible to continue benefit coverage as per Article 8 on a 50/50 split between the employee and the Company for fifteen (15) weeks. After fifteen (15) weeks the Company shall pay 100% of the premium in Article 8.
- (c) A temporary full-time employee may elect to not participate in the benefit plan as per Article 8.
- (d) A temporary full-time employee who does not work forty (40) hours in a week may use any accumulated personal, lieu, or vacation time.
- (e) At fifteen (15) weeks a temporary full-time employee shall be entitled to accumulate six and one-half (6½) hours for each full calendar month, to a maximum of eighty (80) hours per year, while assigned to temporary full-time duty, for the purpose of absence with pay due to illness.

In the event the temporary full-time employee has an accumulation remaining at the end of the temporary full-time duty, it shall be held for him/her to use upon their return to part-time status, or in the event that they return temporary full-time or become full-time.

- (f) At the end of either of the above assignments, he/she shall be returned to part-time status and be eligible for the provisions of this Agreement applicable to part time employees. Whenever a part time employee is appointed a temporary employee, the employer may engage a new part time employee until such time that the temporary employee is returned to his/her part time status.
- (g) Temporary full-time employees shall follow the same vacation request schedule as Full-Time employees in Article 5.4

ARTICLE 12: LAYOFF AND RECALL

- 12.1 Should the Employer decide on reducing the number of employees, the Management of the Employer will discuss the matters with the Union and consider any proposal made on behalf of the employees. Employees shall be laid off in reverse order of seniority in writing.

The Employer shall provide the Union and employees with forty-five (45) days notice of said layoffs.

Whenever lay-offs are deemed necessary and before any full-time are laid off, part-time employees shall be laid off first.

The Chairperson shall receive a copy of the names of the employees to be laid-off in writing.

- 12.2 A laid-off employee who desires to return to the service when work is available for him, must keep the Management advised of his address in order that he may be readily located.

A laid-off employee shall be returned to the service in order of seniority when staff is increased. It is understood and agreed that the Employer reserves the right to determine and specify the necessary qualifications.

- 12.3 On recall to service, the Employer shall send via courier/registered mail to the employee's last known address a registered letter giving them ten (10) days from the date the letter is couriered/registered mailed, in which to report back to work unless prevented by bona fide illness of which the Employer may demand satisfactory proof. Employees not reporting within this period shall be taken off the seniority list. A copy of this letter shall be mailed to the Local Chairperson of the Union.

ARTICLE 13: CONTRACTING OUT

- 13.1 Work normally performed by bargaining unit employees will not be performed by outside contractors.

KAB and/or KAS persons not covered by the collective agreement will not perform bargaining unit work except when no bargaining unit personnel is available.

ARTICLE 14: JURY/WITNESS DUTY

- 14.1 Employees who lose time by reason of being returned to attend Court cases in which the Employer is involved or Coroner's Inquest in which the Employer is involved will be paid for time so lost.

- 14.2 When an employee attends Court at the Employer's request during the employee's off duty time, he/she shall be paid for actual time held with a minimum of four (4) hours at one and one-half times (1½) his/her basic hourly rate, plus reasonable expenses.

- 14.3 (a) An employee who is required to attend Jury Duty on his normal working days shall give the Manager a minimum of seven (7) days written notice.

- (b) Full-time employees shall be paid his/her regular rate of pay for lost scheduled hours. Any money received from the Court in recognition of lost wages shall be given to the employer. Attendance at Jury Duty shall not result in the payment of overtime.

- 14.4 It is agreed that the Employer will pay an employee when subpoenaed for Court Duty in connection with an incident arising from the performance of his duties his basic hourly rate of pay for actual court time and the employee shall reimburse to the Employer any monies received from the Court for his Court Duty.

ARTICLE 15: INVESTIGATION OR EMPLOYER BUSINESS

- 15.1 Employees held for the Employer's investigation or employer business for which the employee is not under investigation will be paid for time lost. If no time is lost, they will be paid for actual time held at their basic hourly rate of pay, plus reasonable expenses.

ARTICLE 16: SERVICE LETTERS

- 16.1 Persons entering the service of the Employer will, upon request, within thirty (30) days from date of employment, have returned to them, service cards and letters of recommendation which had been taken up for inspection by the Employer. An employee who is dismissed or leaves the service of his own accord after giving due notice, will, upon request, be given the usual certificate of service and will be paid as soon as possible.

ARTICLE 17: INTOXICATION/THEFT/SMOKING IN COMPANY VEHICLES

- 17.1 (a) The Employer may impose the specific penalty of discharge on any employee who engages in theft from the Employer, or who reports for duty with his ability impaired by alcohol or narcotics, or who brings intoxicating beverages into or on any premises or vehicle of the Employer, other than on behalf of a patron or who partakes of intoxicating beverages or narcotics or has such substances in his possession while on duty subject to the grievance procedure.

- (b) Should an employee have his driver's license suspended or reduced, his status with the Employer will be discussed with the Representative of the Union on the basis of its merit.

An employee who has five (5) or more years of continuous service may be granted up to two (2) years leave of absence without pay or benefits for loss of his drivers license as a result of off-duty occurrences.

It is understood that this shall apply for one instance only for any employee and the Employer shall have the right to employ a temporary employee for the duration of such vacancy.

- (c) The Company will provide benefit coverage for a thirty (30) day period, following which the employee will be responsible to pay 100% of benefit premiums, subject to any human rights.

- (d) Employees absent for greater than 1 year as per 17.1(b) shall not accumulate any seniority towards vacation service date, subject to human rights. Vacation and personal days shall be pro-rated in the year the employee returns to duty.

- 17.2 Smoking is prohibited on all vehicles owned/supplied by the Employer. An employee or part-time employee who elects to do so shall be disciplined, which shall commence with up to a five (5) day suspension.

ARTICLE 18: RELIEF WORK AND PRESERVATION OF RATES

- 18.1 Any employee who is required to fill a position in a higher classification shall be paid the basic rate of the higher classification for each and every occasion of more than one (1) hour's duration that he is assigned to the higher classification.
- 18.2 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- 18.3 All buses owned by the Employer will be manned by employees covered by the collective agreement, provided such employees are available when required.

ARTICLE 19: PAY PERIOD

- 19.1 Employees shall be paid every two (2) weeks on a regularly designated day by Direct Deposit. Adjustment in pay for any reason may be made on the current payroll or on the payroll for the next period. Should the error or adjustment be in excess of four (4) hours pay, the Employer shall issue a cheque to the employee(s) on the next day for the total amount of the error, provided signing authorities are available.
- 19.2 Employees may request to have their pay that is scheduled to be paid while on vacation paid immediately in advance of commencing vacation. In order for this to occur, employees must place their request in writing to the Employer at least seven (7) days in advance of the last working day prior to the vacation.

ARTICLE 20: COLLECTION OF UNION DUES

- 20.1 (a) The Employer shall deduct from each bi-weekly payroll payable to each employee coming within the scope of the Collective Agreement, an amount equivalent to the uniform monthly dues to the Union, subject to the conditions and exceptions set forth hereunder.
- (b) Deduction of union dues shall commence with first pay following start of employment.
- 20.2 Dues as defined for the purpose of this Article are regular Union Dues and Initiation Fees as prescribed by the Constitution of the Union. Any change to the dues shall be forwarded to the Employer by the Union in writing two (2) weeks in advance of the date of change.

- 20.3 All employees shall become members of the Union within thirty (30) days of employment and maintain their membership in good standing.
- 20.4 The Employer shall deduct from any employee who did not have sufficient wages payable to him on the designated payroll, and carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 20.5 The amount of dues so deducted from wages accompanied by a statement of union dues deducted from individuals shall be remitted by the Employer to the Union, as may be mutually agreed by the Employer and the Union, not later than fifteen (15) calendar days following the pay date in which the deductions are made.
- 20.6 The Employer shall not be responsible, financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances.
- However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Employer shall adjust it directly with the employee. In the event of any mistake by the Employer in the amount of its remittance to the Union, the Employer shall adjust the amount in a subsequent remittance. The Employer's liability for any and all amounts deducted pursuant to the provisions of this Clause shall terminate at the time it remits the amount payable to the Union.
- 20.7 The Employer shall show Union dues deducted for a period of twelve (12) months on the T4 slips.

ARTICLE 21: HEALTH & SAFETY

- 21.1 The Health and Safety Committee will comprise of a minimum of one (1) member of the Local Union and one (1) from Management. Meetings shall be held as required by either party. The Committee will meet within seven (7) calendar days of such request and simultaneously with such request shall submit an agenda of the items they wish to discuss.
- 21.2 **Health & Safety:**
- (a) The Company shall maintain an Occupational Health & Safety Committee, as per present practice, and shall adhere to the requirements of the OHS Act of Ontario.
 - (b) The Company recognizes its obligation to provide a safe and healthy working environment for all employees. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthy

working environment. The parties agree to use their best efforts jointly to achieve these objectives.

- (c) A member of the safety committee shall have the right to accompany all authorized Safety Inspectors on tours of the workplace and shall receive copies of any reports given to the Company pertaining to such inspectors.

21.3 Occupational Accident/ Illness:

- (a) When an employee suffers an occupational accident on Company premises during working hours, and is sent for treatment by the Company, such employee will be paid his base hourly rate for the balance of the shift.
- (b) If required, the Company will supply and pay for transportation to the hospital or doctor's office, and then back to the workplace or the employees home, on the day of the injury only.
- (c) When such employee returns to work, he shall be reinstated to his former classification. If no such vacancy exists, he shall be laid off subject to Article 12 of this agreement.
- (d) An employee's reinstatement after an occupational accident or illness after three consecutive days is conditional on his supplying a medical certificate from a qualified physician, that he is recovered from the occupational accident or illness which caused his absence. The Company shall pay the cost of such certificate.
- (e) If an employee is injured in the workplace and the Company wishes to place him in a job classification within his capabilities, the employee shall be paid his prevailing hourly wage or the rate of the job, whichever is greater.
- (f) An employee permitted by the Company to return from WSIB while still partially disabled shall be paid the rate of the job to which he is assigned.

21.4 Return to work:

The parties agree that in any return to work/modified duties discussion, the Union will represent the affected employee

ARTICLE 22: REPORTING, SIGNING IN ALLOWANCE & WINTER START-UP

- 22.1 An employee shall be compensated at his basic rate of pay from the time he is assigned to operate a vehicle until he is released or relieved from operating such vehicle. It being understood that appropriate time will be allowed an employee to reach his starting point in time.

22.2

Winter Start-Up:

- (a) Each full-time driver will be provided 14 hours of lieu time on January 1st annually. This would be in exchange for the elimination of the extra 15 minutes during winter start-up. Existing policies regarding lieu time would apply:
 - Used in 4 or 8-hour increments;
 - Any amounts less than 4 hours would be paid out at years end;
 - Must be used/paid out in the calendar year it is earned.
- (b) Winter start-up lieu time will be scaled back for drivers who are unable to work due to LOA or WSIB injury. The amount will be based on the amount of work over the 13-week winter start-up period that the driver is unable to work. The exact amount will be agreed upon by the Union Chair and the Executive Director.
- (c) It is agreed that on days when inclement weather has been experienced, full-time drivers will report to work an extra 15 minutes early to clear their vehicle of snow/ice and make it safe for operation. Drivers who fail to do so may be subject to disciplinary action.
- (d) For part-time employees, from December 15 to March 15, an extra fifteen (15) minutes allowed for vehicle warm up at start of shift.

ARTICLE 23: HOURS OF WORK

23.1

Full-time employees

- (a) The principle of the five (5) day, forty (40) hour week is recognized and in applying the principle, the object of the Employer will be to provide as many runs as possible as regular assignment varying in working time between eight (8) and eight and one-half hour (8 ½) shifts inclusive of pulling out and pulling in time.

Schedules shall be posted for bid at least two (2) times per year in 2006 and at least three (3) times per year commencing in 2007, or more frequently as deemed necessary by the Employer, with seniority to prevail. Sign up sheets for all new schedules shall be selected in order of seniority.
- (b) All full-time employees shall be guaranteed forty (40) hours of work per week.
- (c) The Employer will maintain the levels as described in 23.1(b) at eighteen (18) employees, nineteen (19) employees effective April 8, 2018, twenty (20) employees effective April 1, 2019. In this situation this would not be possible in the event of a necessary layoff.

- (d) All other full-time employees will be guaranteed 2080 hours per year.
- (e) A full-time employee shall not be required to work more than five (5) consecutive work days. A full-time employee shall have two (2) consecutive days of rest in any work week.
- (f) **Pay on Day of Rest:**
Full-time employees that are called into work on their scheduled day of rest shall be paid time and one-half (1½) his regular hourly rate of pay for the actual number of hours worked, subject to the minimum call-in of four (4) hours as per Article 23.1(e)
- (g) **Medical Appointment:**
Should time away from work for a medical appointment be approved by Management, the employee shall do various jobs as assigned by management during the portion of his half shift in which the appointment was scheduled. Time spent away from work shall be without pay unless the time is approved Sick time.

23.2 **Miscellaneous:**

- (a) An employee's regular day of work shall not exceed thirteen (13) hours inclusive of all breaks.
- (b) A split shift should not have more than one hundred fifty (150) minutes off duty between the first part of the shift and the second part of the shift.
- (c) An employee shall not be compelled to work extra hours beyond the limits of his/her regularly assigned schedule (hours) unless he/she consents to render additional service.
- (d) An employee who works two (2) hours past his/her scheduled hours of work shall receive a meal allowance of twelve (\$12.00).
- (f) Minimum call-in hours will be four (4) hours for all employees.

- (g) **Temporary Job Postings**

Whenever the Employer is informed by a full-time employee that he/she will be absent for six (6) weeks or more, schedules shall be posted for bid in accordance with Article 23.1. Selection and posting of the new schedule shall occur within ten (10) working days of the Employer receiving notice from the employee. Should no employee elect to accept the opportunity, the shift shall be awarded to a part-time employee, in order of seniority, with his/her agreement, who shall become a temporary employee during the duration of assignment.

Upon the employee's return to work he/she shall return to the schedule held immediately prior to absence, as will all other employees and any affected part-time employees.

- (h) An employee is required to provide as much notice as possible prior to return to work. A medical certificate as per 21.3(d) may be required. The parties agree to discuss the return to work and have meaningful discussion as per 23.2 (g)

23.3

Part-time Employees:

- (a) A part-time employee is defined as a person who is regularly scheduled to work less than twenty-eight (28) hours per week. These schedules shall be known as “weeklies”.

In addition to the foregoing, a part-time employee may work in place of an employee and other part-time employees that are absent due to being on vacation, illness, injury (compensable and non-compensable), leave of absence, disciplinary, lieu time, bereavement, jury and court, union leave, and/or any approved absence by the employer, even though these hours take the part-time employee’s weekly hours of work beyond twenty-eight (28).

The scheduling of part-time employees is at the full discretion of the Employer. Part-time employees are not guaranteed hours of work.

The “weeklies” schedules for part-time employees shall show a period of seven (7) consecutive days and shall be posted on the bulletin board. The “weeklies” are subject to change by the Employer at any time and when changes are made the “weeklies” shall be re-posted.

Whenever “dailies” become available they shall be offered to part-time employees based on rotation and availability.

Whenever other hours of work become available they shall be offered as often as possible first to those part-time employees that are at work subject to availability and not incurring overtime rates of pay when possible.

- (b) The Company will post a rotating four (4) week calendar for part-time employees to document days they are unavailable for same day call in shifts.

(c) **Voluntary Move From Full-time to Part-time status**

Any full-time employee who wishes to move or reduce themselves to part-time hours or status will be placed into the part-time rotations with no part-time seniority, but will not have to complete another probationary period. Any employee who has voluntarily reduced to part-time status prior to April 1, 2018 their seniority will be grandfathered as per their employment letter.

They will be subject to all conditions of part-time employment.

The vacated full-time position will be posted as full-time.

ARTICLE 24: OVERTIME

- 24.1 (a) Time worked in excess of forty-four (44) hours per week shall be paid at the rate of one and one-half (1.5) times. Time worked in excess of fifty (50) hours per week shall be paid at the rate of two (2) times his/her regular hourly rate.
- (b) For the purpose of this Article, Statutory Holidays shall be considered time worked for full-time employees.

ARTICLE 25: UNIFORM

- 25.1 The Employer will provide free uniforms to each employee which will remain the property of the Employer. Employees are required to return all uniform items in a timely manner to the employer upon termination of their employment.
- 25.2 Employees will be responsible for keeping the uniform neat and clean.
- 25.3 Replacement issue shall be every two and a half (2.5) years, or earlier at the discretion of management if uniforms are worn out as a result of normal wear and are returned to the Employer.
- 25.4 For Full-time employees, uniforms consist of:
- | | |
|----------------------|--|
| 5 shirts (2 summer) | 3 pants (or skorts) |
| 2 short pants | 1 Winter Coat |
| 1 jacket | 1 sweater or fleece with Employer logo |
| Water Resistant Coat | |
- 25.5 Winter Coats shall be cleaned once each calendar year at the expense of the Employer. Employees will be reimbursed, upon receipt from a recognized cleaning establishment.

- 25.6 Part-time employees will be issued two (2) long sleeve and two (2) short sleeve shirts and two (2) pairs of pants, one (1) sweater, one (1) short pants and one (1) rain coat which will be replaced as needed. Part-timers will be allowed to choose other uniform pieces, i.e. winter coats, from existing stocks. Part-time employees will be issued one (1) winter coat upon completion of their probationary period.
- 25.7 The Employer shall reimburse each full-time employee that has completed his probationary period for the cost of purchasing black, brown or grey CSA approved footwear provided the employee provides his receipt confirming purchase. Probationary employees are eligible for reimbursement after successful completion of the probationary period. Part-time employees shall be eligible for footwear reimbursement upon completion of every 1,040 hours worked annually.

The following rates for annual footwear reimbursement is as follows:

2015 – 2018 Inclusive: Up to \$145

Any full-time employee that provides the employer with medical evidence from his physician that states for medical reasons he cannot wear CSA approved footwear, shall be eligible for reimbursement under this Article provided his footwear is pre-approved by the Employer.

ARTICLE 26: TRAINING OF NEW EMPLOYEES

- 26.1 A premium of two dollars (\$2.00) per hour over basic wage rates shall be paid to employees training new employees as employees. Training of employees will be done by full-time employees. The night shift training may be done by a part-time employee; however, the premium is not applicable to the part-time employee.
- 26.2 Employees will not be responsible for any driving accident beyond his control occurring while a trainee is driving or operating the coach.
- 26.3 The employer shall arrange for a Union representative to meet with trainees for up to one (1) hour, with pay, regardless of the number of trainees the employer schedules to attend.

ARTICLE 27: PICKET LINES

- 27.1 Where the employee is of the opinion that by crossing a legal picket line, he/she places himself/herself in clear danger or injury, or clear danger of damage to equipment, the employee will report the situation immediately to the Dispatcher.

ARTICLE 28: NO DISCRIMINATION

- 28.1 (a) The Employer and the Union will not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, political affiliation, record of offences nor condone sexual harassment in any form.
- (b) There shall be no discrimination, intimidation, interference, restraint or coercion, by or on behalf of the Employer and Union regarding any employee because of membership in the Union.
- (c) The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code.

28.2 **Harassment:**

The Company and the Union are committed to providing harassment free workplace. The Company agrees to continue the previous commitment to provide Anti-harassment training to new employees.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome." Such behaviour denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds set out in the Ontario Human Rights Code.

The workplace is defined as any Employer facility and includes areas such as offices, rest rooms, lockers, conference rooms, company vehicles and parking lots.

All employees are expected to treat others with courtesy and consideration and to discourage harassment. Harassment may take many forms: verbal, physical, or visual. The following examples could be considered harassment but are not intended to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire, gender, racial or ethnic background, place of birth, sexual orientation, citizenship or ancestry;

- Practical jokes, pushing, shoving, etc., that cause awkwardness or embarrassment;
- Unwanted physical contact such as touching, patting, pinching, etc.;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not to be construed as properly conducted supervisory responsibilities, including the delegation of work, and the assessment of discipline or any conduct that does not undermine the dignity of the individual. This policy is not intended to inhibit free speech or interfere with normal social relations.

Filing a Complaint:

In the event that an employee believes that he/she has been harassed or discriminated against, the following actions should be taken:

1. Inform the individual that who is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
2. Request that the behaviour stop;
3. Document the events, complete with times, dates, location, witnesses and details.

It is understood that some victims of harassment or discrimination are reluctant to confront their harasser. In such circumstances, the victim should seek assistance by reporting the incident directly to the Manager or to their Union representative.

Investigation:

Upon receipt of the complaint, the Manager and the Union representative will meet with the employee to review the background of the complaint. In some situations, the complaint can be resolved quickly and informally. However, in other situations, a formal investigation will be necessary.

Where a formal investigation is appropriate, the Manager and the Union representative will interview the alleged harasser, witnesses and any other persons named in the complaint. Any related documents will also be reviewed. All documentation related to the complaint will be secured in a location agreeable to the parties.

The parties will then complete a report on the findings of the investigation.

Resolution:

The Manager and the Union Representative will meet and discuss the results of the investigation. They will attempt to develop an appropriate resolution within ten (10) days. Such resolution will be fair and consistent with the intent of the Company and the Union policy regarding harassment and/or discrimination in the workplace.

Human Rights Procedure:

All employees have the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

ARTICLE 29: CLASSIFICATION AND WAGE SCHEDULES

- 29.1 (a) All Employees on the Full-time and Part-time seniority lists as of April 1, 2015 shall be recorded on the Employer's payroll as Bus Drivers and shall be paid for the service performed in accordance with the following wage schedule:

	<u>April 8, 2018</u>	<u>Jan. 1, 2019</u>	<u>Jan. 1, 2020</u>	<u>Jan. 1, 2021</u>
Full-Time	\$22.71	\$23.01	\$23.51	\$24.06
Part-Time >175 shifts	\$22.71	\$23.01	\$23.51	\$24.06
Probationary & Part-Time <175 shifts	\$21.01	\$21.31	\$21.81	\$22.36

ARTICLE 30: PENSION

- 30.1 On behalf of each full-time employee, the Employer shall contribute to the Pension Trust Fund as follows:

As of April 8, 2018, Four per cent (4%)

The foregoing percentage shall be calculated on a maximum of forty-four (44) hours per week at the basic rate of pay.

ARTICLE 31: GENERAL

31.1 The Employer shall pay \$100 to the Union upon the renewal of this Agreement for the purpose of having the Union provide pocket size copy of this Agreement to each member.

31.2 The Employer agrees to pay two (2) bargaining committee members for time lost spent negotiating with the employer, for the renewal the Collective Agreement.

31.3 **Liability Insurance:**

All employees shall be covered by a Liability Insurance Policy against Civil Suites that arise out of the performance of duty, and the policy premium shall be paid by the Employer.

31.4 **Paid Education Leave:**

The Employer agrees to pay into an Education Fund:

2019: \$1000 2020: \$1000

2021: \$1000

Such monies are to be paid to the National Union, CAW and sent by the Employer to the following address:

Unifor Leadership Training Fund
Unifor Canada - PEL Training Fund
205 Placer Court
Toronto, ON M2H 3H9

The Employer agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence, without pay, for a maximum of twenty-one (21) days per calendar year, subject to operational requirements of the Employer and one (1) employee being absent under this Article at any one time.

Request for leave must be provided to the Employer at least two (2) weeks in advance.

31.5 **Medical Examination:**

The Employer agrees that when full-time and part-time employees covered by this Agreement are required by the Ministry of Transportation of Ontario to take a medical examination to maintain his/her Class 'B, C, E, or F' License:

- (a) Full-time employees shall be eligible for up to \$150.00 towards the cost of the examination; and

- (b) Part-time employees shall be eligible for seventy-five percent (75%) of the cost of the examination to a maximum of \$150 provided he/she has worked a minimum of one thousand and forty (1040) hours in the twelve (12) month period preceding the medical examination.

31.6 Each new employee shall be consigned bus tickets for the sale to the public. As full books of tickets are sold the employee shall replenish those books at their first opportunity. The employee is responsible for the security of tickets and money from sold tickets and acknowledges that ticket audits may be done by the Employer at any time. Upon leaving the employer, tickets and/or equivalent money must be returned to the Employer.

31.7 Day of Mourning:

The Employer agrees employees may observe one (1) minute of silence at 11:00 a.m. on April 28th of each year in memory of workers killed or injured on the job.

Remembrance Day:

The Employer agrees employees may observe one (1) minute of silence at 11:00 a.m. on November 11th of each year.

31.8 All Letters of Understanding and Appendix's will form part of this Agreement herein and in the event of a violation of the terms of the Letter of Understanding and Appendix may be subject to the grievance and arbitration procedure.

ARTICLE 32: DURATION

32.1 This Agreement shall be in effect as of April 1, 2018 to March 31, 2021, and thereafter from year to year until termination or amended as hereinafter provided.

Either party may give notice in writing to the other, with its desire to amend the Agreement, no more than three (3) months preceding the expiry of the Agreement. When no notice has been given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following receipt and delivery of the notice.

IN WITNESS WHEREOF the parties have affixed the signatures of the proper officers in execution of this Agreement.

SIGNED at Kingston this 16th day of April, 2018.

UNIFOR AND ITS LOCAL 4266

KINGSTON ACCESS BUS

Bruce Buttz

J. King

[Signature]

[Signature]

A. H. 4266

[Signature]

[Signature]

APPENDIX "A" SUB PLAN

1. Effective January 1, 2007 and subject to the Plan being approved by Human Resources and Skills Development Canada (HRSDC), the Employer shall implement a Supplemental Benefit (SUB) Program. The Program shall be administered in accordance with the terms set by Human Resources and Skills Development Canada (HRSDC).
2. The purpose of the Plan is to provide supplemental payments to Employment Insurance (E.I.) benefits during a period of unemployment due to illness, injury or quarantine to full-time employees that have completed two (2) years of service as a full-time employee.
3. Entitlement to supplemental payments from the employer is conditional on the employee providing proof that he/she is in receipt of E.I. Sick Benefits and having exhausted his/her sick leave under Article 9.6 and 9.7 of the Collective Agreement.
4. SUB Plan benefit shall not apply during the E.I. two (2) week waiting period; thereafter the SUB Plan benefit shall be equal to the difference between the amount payable by E.I. and seventy-five percent (75%) of the employee's regular pay for a maximum period of fifteen (15) weeks.
5. In the event the employee works for any employer during the period of E.I. eligibility, the SUB benefit shall be discontinued.
6. The SUB benefit shall apply for a maximum time frame of fifteen (15) weeks, but shall not apply beyond the end of the LTD elimination period under Article 8.3 of the Collective Agreement.
7. The duration of the SUB Plan is from April 1, 2018 to March 31, 2021.

LETTER OF UNDERSTANDING #1

RE: MERGER, SALE, OR CLOSURE:

In the case of a sale, merger, or closure of Kingston Access Bus the employer will give the Union a minimum of 90 days notice provided the Company has such advance notice.

The parties agree to meet within one (1) day to discuss the pending sale, merger, or closure.

SIGNED at Kingston this 16th day of April, 2018.

FOR THE UNION

FOR THE EMPLOYER

Bruce Bette
Paul Sel
L 144 4266
Spinelstrong

J. Aug
Ed. / km

Letter of Understanding #2 -

Between

Kingston Access Bus (KAB), hereinafter referred to as the "Employer"

And

UNIFOR, hereinafter referred to as the "Union"

RE: 10-hour shifts

The Company may implement a four (4) day, forty (40) hour week based on four (4) shifts between ten (10) and ten and one-half (10.5) hours inclusive of pulling out and pulling in time.

- a) Full-time employees who work a four (4) day, forty (40) hour week shall be provided eight (8) sick days at 10 (ten) hours each.
- b) Full-time Employees who work a four (4) day, forty (40) hour week shall be provided an annual vacation with pay as follows:
 - (i) In the calendar year of the first (1st) service year anniversary and each year thereafter, eight (8) working days, or four percent (4%), whichever is greater.
 - (ii) In the calendar year of the fifth (5th) service year anniversary and each year thereafter, twelve (12) working days, or six percent (6%), whichever is greater.
 - (iii) In the calendar year of the ninth (9th) service year anniversary and each year thereafter, sixteen (16) working days, or eight percent (8%), whichever is greater.
 - (iv) In the calendar year of the sixteenth (16th) service year anniversary and each year thereafter, twenty (20) working days, or ten percent (10%), whichever is greater.
 - (v) In the calendar year of the twenty-first (21st) service year anniversary and each year thereafter, twenty-four (24) working, or twelve percent (12%), whichever is greater.

c) Bereavement Pay

A full-time employee shall receive, without loss of pay:

- i. four (4) consecutive scheduled working days in the case of death of a spouse, child, parent, step-parent or stepchild;
- ii. Two (2) consecutive scheduled working days in the case of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or grandchild.
- iii. One (1) scheduled working day in the case of death of a grandparent or grandparent-in-law.

Pay shall only apply to scheduled working days. Leave under this Article shall be taken at time of death or funeral unless otherwise authorized by management.

Part-time employees shall receive:

- i. four consecutive calendar days in the case of the death of spouse, child/stepchild or parent/stepparent;
- ii. two (2) consecutive days in the case of death of brother, sister, grandchild, mother/father-in-law, sister/brother-in-law or son/daughter-in-law.

The part-time employee shall receive his/her regular pay for any of these days he/she was scheduled to work, and/or days the employee would have been eligible to work within part-time rotations should the funeral be at a time other than within the immediate 7 days following date of loss.

d) Stat days

Full-time Employees shall be paid the equivalent of ten (10) hours pay for each Statutory Holiday listed in Article 6.1(a), and a further one and one-half (1.5) times his/her basic rate for each hour worked.

Part-time employees shall be eligible for Statutory Holiday pay on the above days. The amount of pay shall be calculated as per the formula within the *Employment Standards Act of Ontario*. In addition, should the part-time employee work on any of those days, he/she shall be paid time and one-half (1.5) for each hour worked.

- e) The Company and Union agree to have meaningful discussion in advance of implementation of 10 hours shifts.

SIGNED at Kingston this 16th day of April, 2018.

FOR THE UNION

FOR THE EMPLOYER

Bruce Butts

[Signature]

4266

[Signature]

[Signature]

Letter of Understanding #3 -

Between

Kingston Access Bus (KAB), hereinafter referred to as the "Employer"

And

UNIFOR, hereinafter referred to as the "Union"

As per Article 10.2(b) seniority for part-time employees shall be based on hours worked (highest to lowest). When a full-time position is available, the seniority list for part-time employees shall be updated to a period of four weeks prior of the effective date of the full-time position. The full-time position shall be made available to part-time employees in order of seniority (highest to lowest). Upon the position being accepted by a part-time employee, the seniority of remaining part-time employees shall be based on existing seniority as per 10.2(b) at the previous update. This letter of understanding does not apply to temporary full-time positions.

FOR THE UNION

FOR THE EMPLOYER

Bruce Butte

[Signature]

4266

[Signature]

[Signature]

[Signature]