

COLLECTIVE AGREEMENT

between

RIDEAU TRANSIT MAINTENANCE

RTM 

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 5500 (RTM SUBUNIT)**

**FACILITIES MAINTENANCE TECHNICIANS
SENIOR FACILITIES MAINTENANCE TECHNICIANS
FACILITIES MILLWRIGHT
YARD CONTROLLERS
SENIOR YARD CONTROLLERS**

CUPE·SCFP LOCAL / LOCALE
5500

*Ratified by the Employer: January 31, 2024
Ratified by the Union: February 7, 2024
Term: January 1, 2024 - December 31, 2027*

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CLAUSE 1 – MANAGEMENT FUNCTIONS

SECTION (1) – GENERAL FUNCTIONS

- (1)1.1** Maintain order, discipline, and efficiency, and to make and enforce rules and regulations to be observed by employees.
- (1)1.2** Hire, discharge, classify, transfer, promote, demote, discipline, layoff, and recall employees subject to the seniority provisions of this agreement, and to terminate, suspend, demote, or otherwise discipline employees for just cause, subject to the right of the employee to grieve to the extent and manner provided for herein.
- (1)1.3** Generally, to manage and ensure the continuous operation of the public utilities enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to determine the number, the frequency and speed of runs, the arrangement of its transportation service and the location and type of equipment employed by it, and the number, location, and time of all points of duty.

SECTION (1)2 – MANNER OF EXERCISING FUNCTION

- (1)2.1** The Employer agrees that these functions shall be exercised as far as possible in such a manner as to maintain good working conditions and harmonious relations with the Union.

CLAUSE 2 - CONDITIONS

SECTION (2)1 – BARGAINING UNIT

(2)1.1 Recognition

The Employer recognizes the Union as the bargaining agent for all Facilities, Maintenance and Yard Control Workers of Rideau Transit Maintenance General Partnership in the City of Ottawa, save and except Managers and those above the rank of Manager.

The Employer agrees to bargain exclusively with the Union in respect to employees of the Employer forming part of the Bargaining Unit so long as the Union remains the certified bargaining representative.

- (2)1.2** No employee shall be discriminated against and jeopardized in seniority standing or opportunity for promotion or suffer any loss of employment because of membership or activity in the Union.

- (2)1.3 The Union, its members, and agents, agree not to intimidate or coerce employees into membership. The Union also agrees not to engage in other activities on Employer time in such a manner that will interfere with job functions being performed.
- (2)1.4 The Union shall furnish the Employer with a list of its officers and shall notify the Employer promptly of any changes.
- (2)1.5 The Employer agrees to provide the Union with two bulletin boards provided that use of such boards shall be restricted to the posting of notices regarding the business affairs, meetings, social events of the Union and the reports of the various Committees of the Union. The Union agrees to submit copies of all materials which are to be posted or distributed on the property, other than notices of meeting, to the Human Resources Manager, or designate for approval before posting or distribution.
- (2)1.6 The Employer will furnish the Recording-Secretary of the Union with a list of the managerial personnel and a complete Organization Chart within one month of the effective date of this collective agreement and again whenever managerial responsibility changes occur and will indicate by job titles the authorities of each person so listed.
- (2)1.7 The Employer shall provide CUPE Local 5500 (RTM subunit) with copies of current job descriptions. The Union will also be provided with amended job descriptions as changes are made. This union shall be notified prior to the implementation of the job description.
- (2)1.8 At the time employees enter the Bargaining Unit, arrangements will be made for a half (1/2) hour Union orientation session to take place as part of the Employer's orientation of a new employee. The Union orientation will be presented by a member of the local, and shall take place on the Employer's premises, during normal work hours, and at a time determined by the Employer taking into account operational requirements. Neither the local member, nor the new employee shall suffer any loss of pay for participating in the Union orientation session.
- (2)1.9 **Public Reports**
- The Employer agrees that public reports or recommendations made by the Employer to any City or Government committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the union office
- (2)1.10 **Job Creation**
- If a new job is created and falls within the scope of this agreement, the Employer will establish a rate of pay in conjunction with the Union. If the parties are unable to agree on the rate of pay, the dispute shall be submitted to binding mediation/arbitration for resolution. The new rate will become retroactive to the time the new position was created. This clause does not apply to reclassification of existing jobs.

SECTION (2)2 – CO-OPERATION

- (2)2.1** The parties agree to co-operate fully in maintaining an efficient and uninterrupted transportation maintenance service and to further harmonious and rational labour relations.

SECTION (2)3 – RENEWAL, DURATION AND TERMINATION

- (2)3.1** This Agreement shall be in effect from the 1st day of January 2024, to the 31st day of December 2027, and shall continue thereafter from year to year, provided that if either of the parties hereto desires to revise or amend this agreement with respect to a year commencing no earlier than the 1st day of January 2028, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of October 2027, or any subsequent anniversary thereof.

The parties agree that the effective date of all negotiated changes to the collective agreement will take effect on the latest date of ratification of the collective agreement unless otherwise expressly specified.

SECTION (2)4 – STRIKES AND LOCK OUTS

- (2)4.1** In view of the previous harmonious relations between the parties, it is agreed that during the life of this Agreement, or while negotiations for renewal are in progress, there shall be no strikes, slowdowns, stoppage of work or other interference with the operations on the part of the members of the Bargaining Unit, or any lockouts on the part of the Employer.

SECTION (2)5 – CONTRACTING OUT

- (2)5.1** There will be no new contracting out during the term of this Agreement if such contracting out would result directly in the lay-off of any Bargaining Unit incumbent of the work contracted out.

CLAUSE 3 – EMPLOYMENT CONDITIONS

SECTION (3)1 – CUPE Local 5500 (RTM SUBUNIT) WIDE SENIORITY – GENERAL PRINCIPLES

- (3)1.1** The parties agree that CUPE Local 5500 (RTM subunit) Wide Seniority will apply as follows:

The Employer and the Union agree to recognize the CUPE Local 5500 (RTM subunit), and the seniority principle combined with the following provisions:

- Promotions will be obtained, provided the candidate has the required knowledge, ability, and qualifications to do the job. All things being equal, seniority shall prevail.
- Layoffs and recalls will be done by classification based on Bargaining unit wide seniority but with the required knowledge, ability, and qualifications to do the job.
- Overtime, vacation, and statutory holidays will be booked by employees in their substantive positions and by classifications based on Bargaining Unit wide seniority, or according to the provisions negotiated between the parties, such as the booking rules.
- Bargaining Unit wide seniority will be used for booking purposes, by classification.

SECTION (3)2 – SENIORITY AND CHANGES IN EMPLOYMENT

(3)2.1 Seniority shall be determined by the date of appointment to a permanent position covered by the CUPE Local 5500 (RTM subunit) bargaining unit. The Employer shall provide a seniority list to the Union on or about January 1 and June 30 of each year.

(3)2.2 When an employee from outside the CUPE local 5500 (RTM subunit) bargaining unit is hired by the Employer they shall be considered on probation for a period of **six (6)** months. The Employer may terminate the Employment of a probationary employee at any time prior to the completion of the probationary period provided such termination is not arbitrary, discriminatory or in bad faith. When an employee successfully passes their probationary period, seniority shall be established as of the date of appointment in the permanent position covered by the CUPE Local 5500 (RTM subunit) bargaining units.

(3)2.3 Where two or more employees have the same amount of CUPE Local 5500 (RTM submits) seniority and where circumstances require a tie breaker, then the following tie breakers shall be used in the order indicated:

1st Length of service with the Employer.

2nd A coin toss by the President of the Local in the presence of the affected members.

(3)2.4

2.4.1 In case of reduction of staff, seniority by classification shall prevail.

2.4.2 In the event of a position being eliminated in the Bargaining Unit layoff bumping rules shall apply in place of a full rebooking.

(3)2.5 When an employee accepts a permanent position outside of the CUPE Local 5500 (RTM subunit) bargaining units—, but within the employer’s establishment, and subsequently seeks return to the CUPE local 5500 (RTM subunit) bargaining unit such employee may return to their position in the bargaining unit without loss of seniority provided they return within three (3) months, and provided their union dues had

continued to be paid during this three (3) month period. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned, based on the applicable provisions of the collective agreement, to their former position and salary.

If the employee does not return to their position in the bargaining unit within three (3) months, such employee will be treated as a non bargaining unit employee and will have to compete for a vacant position. In such case, previous seniority will not be recognized, and seniority will start to accumulate anew upon the date of return to a job in the Bargaining Unit.

(3)2.6 When a vacancy occurs and no qualified applicant is available, the Employer may consider the most senior applicant who does not meet the required qualifications for the position, and who will meet the requirements of the position within a six (6) month period which may be extended by mutual agreement of the parties. The employee will be given a six (6) month trial period. At the end of the trial period, the employee will be interviewed to establish suitability for the position. If they are not selected as the incumbent, they will be returned to their former position with no loss of seniority.

(3)2.7 Promotions

In the case of promotion, all things being equal, seniority shall prevail.

(3)2.8 Trial Period

A successful applicant from within a CUPE local 5500 (RTM subunit) bargaining unit shall have a trial period of three (3) months during which the Employer will determine if the employee can satisfactorily perform the job.

Within this period, the employee may voluntarily return, or be returned by the Employer, to the position formally occupied without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned, based on the applicable provisions of the collective agreement, to their former position and salary.

(3)2.9 Temporary Appointments

When an employee is transferred to or accepts a temporary position within or outside the Bargaining Unit, seniority shall continue in the former position until the employee returns to his or her former position or the temporary position becomes permanent (in which case (3)2.8 shall apply), providing the employee continues to pay the equivalent of union dues to the Union.

Employees appointed into temporary positions retain the right to return to their substantive position for two years, or for up to three years if appointed to projects with a time-limited duration, unless their position has been declared redundant.

The Employer will make every reasonable effort to backfill temporary vacancies created as a result of the employee taking on a temporary appointment into another job.

SECTION (3)3 – LAY-OFF AND RECALL

- (3)3.1** For the purposes of this clause, a lay-off is a temporary or permanent cessation of work or reduction in work hours instituted by the Employer.
- (3)3.2** Where the Employer determines that there will be a layoff, a minimum notice will be provided to the thirty (30) calendar days' notice will be provided to the Union. During this period, the Employer and the Union will meet to discuss alternatives to the layoff.
- (3)3.3** The Employer will provide affected employee(s) thirty (30) calendar days' notice of lay-off in writing, with a copy to the Union. Such notice of lay-off will include the expected duration of the lay-off.
- (3)3.4** In the event of a lay-off, employees shall be laid off in the reverse order to their seniority within their classification provided the remaining employees have the required knowledge, ability, and qualifications to do the work.
- (3)3.5** In the event of a lay-off, employees affected shall, where positions are available, be given the opportunity to revert to a vacant position, provided the employees affected have the required knowledge, ability, and qualifications to do the work. In the event no such vacant positions are available, the employee affected shall be given an opportunity to bump employees, with lesser seniority, in their own classifications. If said employee cannot bump within their own classification, they shall then have the opportunity to bump into positions in another classification, provided the employee affected has the required knowledge, ability, and qualifications to do the work of the position as determined by the Employer.
- (3)3.6** Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause (3)3.6 above may exercise their seniority rights in the same manner within five (5) days after being notified by the Employer that they have been displaced.
- (3)3.7** If a position covered by CUPE Local 5500 (RTM subunit) collective agreement becomes open, employees on lay-off shall be recalled in order of their CUPE Local 5500 (RTM subunit) seniority, to their own position, or another position provided the employee affected has the required knowledge, ability, and qualifications to do the work of the position, as determined by the Employer. The Employer's obligation to recall shall expire one (1) year from the date of the original lay-off. The Union shall be notified of any such recall of an employee or employees.

SECTION (3)5 – TECHNOLOGICAL CHANGES

- (3)5.1** If the introduction of new technology, methods of operation have the effect of requiring the lay-off of existing employees, the Employer shall endeavor to make changes in such a way that there will be the least possible hardship to employees. The Employer agrees to give notice to the employees and the Union at least a hundred and twenty (120) days prior to the date on which the technological change is affected. Either before or at the time of such notice, the parties shall meet and discuss the planned proposal prior to its introduction. The Employer further agrees that as far as it is reasonably practicable to do so, it will offer training opportunities to those employees displaced. In the selection of employees for training as a result of displacement caused by technological changes, assignments shall be made with due regard to ability, skill and seniority and the successful completion and passing of required tests.
- (3)5.2** In the event of a position becoming surplus or redundant due to technological or organizational change, the Employer agrees to the following provisions:
- 5.2.1** to meet with the Union as far in advance as possible to discuss the impact of the change.
- 5.2.2** to provide a résumé service and outplacement counselling to a maximum total cost of \$1,500 per employee.

SECTION (3)6 – LEAVE OF ABSENCE; MATERNITY (PREGNANCY) LEAVE; SPECIAL LEAVE; PARENTAL LEAVE AND ELECTED OFFICE LEAVE

- (3) 6.1** All leaves of absence other than those negotiated in this collective agreement shall be as per the Canada Labour Code. Those leaves of absence negotiated in this collective agreement shall replace the leaves of absence in the *Canada Labour Code* provided the leaves are for the same general purpose (e.g. sick days in collective agreement and medical leave with pay in Canada Labour Code), and this collective agreement provides an equal or greater right or benefit.
- (3)6.2** **Application for Leave**
- Employees wishing to take a leave provided for in this collective agreement and the Canada Labour Code, as applicable, must apply through their supervisor, in advance when appropriate, using the appropriate Employer leave application form.
- (3)6.3** **Maternity (Pregnancy) Leave**
- (3)6.3.1** Employees, with no less than 13 weeks of continuous employment, who are pregnant are entitled to take Maternity (Pregnancy) Leave.
- (3)6.3.2** Maternity (Pregnancy) Leave will be granted in accordance with the Maternity Leave provisions of the Canada Labour Code, except where amended by this provision.

- (3)6.3.3** The employee shall give written notification to the Employer at least four (4) weeks in advance of the commencement of such leave. Such notification shall include the expected date of return. At such time, she shall provide the Employer with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.
- (3)6.3.4** An employee wishing to alter the commencement date of Maternity (Pregnancy) Leave must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- (3)6.3.5** During the Employment Insurance waiting period and the sixteen (16) weeks that the employee is eligible for Employment Insurance Maternity (Pregnancy) Leave benefits, an employee who is on Maternity (Pregnancy) Leave, who has completed three (3) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall receive payments from the Supplementary Employment Benefit Fund to bring her combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to one hundred percent (100%) of her normal pay for the first four (4) weeks, and seventy-five percent (75%) for the remaining thirteen (13) weeks. The “top-up” benefit will be the difference between one hundred percent (100%) or seventy-five percent (75%), as applicable, of the employee’s normal weekly salary (based on forty (40) hours weekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence upon receipt by the Employer of the employee’s Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity (Pregnancy) Benefits.
- (3)6.4 Parental Leave**
- (3)6.4.1** Employees, with no less than 13 weeks of continuous employment, who are the parent of a child following the birth of the child, the adoption of the child, or the coming of the child into the employee’s custody, care, and control for the first time, will be granted parental leave in accordance with the provisions of the Canada Labour Code, except where amended by this provision.
- (3)6.4.2** The employee shall give written notification to the Employer at least four (4) weeks in advance of the commencement of such leave. Such notification shall include the expected date of return.
- (3)6.4.3** If the child comes into the employee’s custody, care, and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to the Employer within two weeks after commencing such leave.
- (3)6.4.4** An employee wishing to alter the commencement date of the leave must confirm in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

- (3)6.4.5** The Parental Leave may only be taken during the 52-week period beginning:
- (a)** in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - (b)** in the case of an adoption, on the day the child comes into the actual care of the employee.

(3)6.4.6 During the Employment Insurance waiting period and for sixteen (16) weeks thereafter an employee who is on Parental Leave, who has completed three (3) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall receive payments from the Supplementary Employment Benefit Fund to bring their combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to one hundred percent (100%) of their normal pay for the first four (4) weeks, and seventy-five (75%) for the remaining thirteen (13) weeks. The “top-up” benefit will be the difference between one hundred percent (100%) or seventy-five percent (75%), as applicable, of the employee’s normal weekly salary (based on forty (40) hours weekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence upon receipt by the Employer of the employee’s Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance Parental Benefits.

(3)6.4.7 An Employee shall be entitled to a combined total of seventeen (17) weeks of S.U.B.P. Maternity (Pregnancy) Leave and S.U.B.P. Parental Leave payments. This seventeen (17) week total entitlement applies to each occasion an Employee takes Maternity (Pregnancy) Leave and/or Parental Leave, and is not a total entitlement for their entire period of employment.

(3)6.5 **Benefits While on Maternity (Pregnancy) and/or Parental Leave**

While on Maternity (Pregnancy) Leave and/or Parental Leave as provided under this Section, an employee will earn vacation leave credits and be entitled to continued coverage under all benefit plans. If the employee does not wish to continue contributions to the RRSP/DPSP, the employee may opt out of the Plan. An employee choosing to opt out of the RRSP/DPSP must do so in writing.

(3)6.6 **Accumulation of Seniority While on Maternity (Pregnancy) and/or Parental Leave**

The employee will continue to accumulate seniority while on Maternity (Pregnancy) Leave and/or Parental Leave.

SECTION (3)7 – UNION ACTIVITIES

(3)7.1 Union representatives may receive but not solicit employees’ complaints during the working hours of the employees or union representative. With the permission of the Supervisor concerned, the Union representative may discuss such complaints or grievances of employees on the premises during Employer hours but only to such extent

as does not neglect or interfere with the work and duties of such Union officials or representatives, or with the work or duties of employees.

(3)7.2 Any employee elected as a national representative shall upon written application to the Manager Human Resources be granted leave of absence without loss of seniority for the duration of the period he or she is so acting. Upon completion of the national representative requirements, the employee shall be reinstated in his or her former employment and seniority provided the employee is qualified, after having received the normal training required to re-enter such a position.

(3)7.3 Union and Employer meetings shall take place on the Employer's premises during the working hours of the employees involved and the union representative at a mutually agreed time. Employees shall not suffer any loss of pay as a result of participating in Union and Employer meetings and there shall be no cost to the Union.

(3)7.4 Negotiations Committee

The Employer will pay regular wages for a normal workday for no more than two (2) bargaining unit representatives employed by the Employer for all scheduled days of negotiations between the Employer and Union, up to and including conciliation.

(3)7.5 Leave for Union Business - Conventions

7.5.1 The Employer agrees to grant a leave of absence, without loss of seniority, for one (1) members of the Bargaining Unit who is appointed as delegates to attend the following:

- Canadian Labour Congress.
- CUPE National Convention;
- CUPE Ontario Convention;
- Ontario Municipal Employees Coordinating Conference.
- Ontario Federation of Labour Convention.
- CUPE National Human Rights Conference.
- Canadian Health and Safety Conference,

to an annual maximum total of seven (7) working days per calendar year.

7.5.2 The Union will notify the employee's manager at least twenty (20) days prior to the date that delegates will be leaving to attend the convention. A copy of this notification will be provided by the Union to Human Resources.

SECTION (3)8 – VACANCIES/JOB POSTINGS

(3)8.1 Any new full-time post added to the establishment within the Bargaining Unit shall be posted on the appropriate Employer bulletin boards in a prominent place and applications shall be received. The posting shall contain the following;

- qualifications required
- knowledge
- experience
- abilities and education
- skills
- salary rate range

- (3)8.2** Where a job vacancy occurs within the bargaining unit, the Employer shall, before filling such vacancy with a new employee, make the vacancy available to existing CUPE Local 5500 (RTM subunit) employees, and employees on lay-off from the bargaining unit within twelve (12) month period from the date of the original lay-off. It is the responsibility of the employee on lay-off to contact the Employer on a regular basis.
- (3)8.3** Any appointment shall be a function of Management, but the Union shall be informed of the appointment by the Human Resources Department monthly.
- (3)8.4** In order to be considered eligible, an employee must meet the minimum qualifications for a position and apply in accordance with the posting to the Human Resources Department.
- (3)8.5** If a position cannot be filled satisfactorily from existing CUPE Local 5500 (RTM subunit) employees who apply, the Employer may recruit externally.
- (3)8.6** Employees shall be selected for positions on the basis of their skill, ability, experience, and current qualifications. Where these factors are relatively equal, seniority shall prevail.
- (3)8.7** **Probationary Period**

A new Full-time Employee shall be on probation for a period of six (6) months following successful completion of training. Upon satisfactory completion of the probationary period the Employee shall acquire seniority and be placed on the seniority list and credited with seniority equal to the number of hours paid, exclusive of overtime hours since the last date of hire with the Employer.

With the written consent of the Employer, the probationary Employee and the President of the Local or designate and the CUPE National Representative, the probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration, save and except an allegation that the discharge has been made in bad faith, is discriminatory or was made arbitrarily may, to that extent only, be the subject of a grievance and arbitration.

SECTION (3)9 – DISCIPLINE

- (3)9.1** The Employer shall not discipline or terminate an employee without just cause.

- (3)9.2** The Employer shall not censure any employee in public, or at any workplace or facility for alleged non-compliance of policies or procedures. Before disciplining an employee, the Employer shall carry on a full and fair investigation. Immediate suspension with pay pending investigation may take place if the Employer believes there is a serious danger for the Employer, employees, property or to the general public. Employees whose work performance or behaviour is of such a standard as to warrant discipline shall be provided a notice of interview in writing. The notice shall contain specific reasons pertaining to the meeting. This notice shall also advise the employee of their right to be accompanied by a Union representative at the meeting.
- (3)9.3** The Union will be provided with a copy of notices of interview and all disciplinary letters issued to employees.
- (3)9.4** Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed as follows, provided that no further similar disciplinary action has been recorded
- Written warnings remain on file for 12 months
 - One-day Suspensions remain on file for 18 months
 - Suspensions greater than one day remain on file for 24 months.

(3)9.5 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to file a grievance at Step 3 of the grievance procedure.

SECTION (3)10 – BEREAVEMENT LEAVE

- (3)10.1** An employee shall be granted paid bereavement leave as follows:
- (3)10.1.1** Upon the death of spouse, common-law spouse, child, parent, brother, sister, or person standing in loco parentis, a maximum of five (5) working days including the day of the funeral.
- (3)10.1.2** Upon the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather or grandmother, grandchild, son-in-law, or daughter-in-law of either the employee or the employee's spouse or common-law spouse a maximum of three (3) working days.
- (3)10.2** When a bereavement occurs while the employee is on vacation, the vacation period will be extended by the number of days of bereavement leave that the employee would have been granted had he or she been scheduled to be at work. Under normal circumstances bereavement leave will be granted after the vacation period. However, the Employer reserves the rights to schedule the time off at a later date.
- (3)10.3** The employee shall inform the Employer of his/her need for bereavement leave as soon as practicable.

SECTION (3)11 – JURY AND WITNESS DUTY

- (3)11.1** Any employee called upon to serve on a jury, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings shall notify his or her department at the earliest possible moment and submit a copy of the notice of jury duty selection or subpoena before being relieved from duty, unless there is insufficient time to do so. The employee shall be allowed regular wages or hours lost, for a maximum of three (3) weeks, less any amount received by way of fees for service on a jury or as a witness.
- (3)11.2** When an employee has been called for jury selection and is not selected to serve on a jury or the jury duty has ended or when an employee has been subpoenaed as a witness and is relieved from the duty to continue attending as a witness at the proceedings, the employee must report same to their supervisor and make himself or herself available for any work falling within his or her normal working hours. The onus shall be upon the employee to ascertain from the appropriate authority if his or her continued attendance is required in the event of any adjournment.
- (3)11.3** When an employee who is booked to work on a shift commencing between 17:00 hours and 24:00 hours has been called for jury selection or subpoenaed as a witness, the employee will be released from duty with no loss of pay eight (8) hours prior to the specified time he or she is scheduled to appear at the Sheriff's or Court Office, a maximum of three (3) weeks period referenced in (3)11.1 shall commence when the employee is released from duty.
- (3)11.4** (a) When an employee has been selected to serve on a jury or subpoenaed as a witness on a scheduled work day and, as confirmed in writing by an appropriate authority, spends four (4) or more hours on such service, whether or not it falls outside the employee's scheduled working hours, the employee shall be excused from reporting to work and, if applicable, shall receive payment as provided in (3)11.1.
- (b) When an employee spends less than 4 hours on a jury or subpoenaed as a witness, the employee will report for the remainder of their scheduled shift or for their next regularly scheduled shift if the shift starts after the completion of the jury/witness duty. The total number of hours worked and paid as jury/witness duty shall be equal to the employee's normal workday.
- (3)11.5** Payment shall be made to an employee who appears as a Crown witness on his or her own time if the witness duty is job related.
- (3)11.6** When as a result of a job-related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be reimbursed a full vacation day for each of a scheduled court appearance.

- (3)11.7** An employee who is subpoenaed in relation to participation in activities outside the Employer shall not be eligible for payment for time lost from work as provided in (3)11.1.

SECTION (3)12– MEDICAL FITNESS

- (3)12.1** The Union recognizes the responsibility of the Employer to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- (3)12.2** The Employer respects the confidentiality of employee medical records. Under normal circumstances, the Employer also recognizes the entitlement of its employees to their own choice of physician.
- (3)12.3** Where the Employer specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis, the Employer may require the employee to provide, at the employer's expense, a certificate of a licensed physician attesting to his or her fitness for work.
- (3)12.4** Where the Employer specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the delivery of the certificate, the Employer shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the work performance of the employee.
- (3)12.5** Following such meeting, where the Employer specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, it may require the employee to provide, at the Employer's expense provided the Health Care Plan does not cover such costs, a further certificate of a licensed physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such work by discussing it and the employee's medical condition with the Employer physician. For these purposes, it is recognized that the Employer has the right to send the employee to the Employer physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the Employer physician to be able to provide the Employer with a medical opinion as to the employee's fitness to work.
- (3)12.6** Where the Employer specifies on reasonable grounds, and on the advice of the Employer physician, that it continues to be of the belief that an employee may be medically unfit for work, it may require the physicians of the employee and the Employer to jointly select a third physician, who shall examine the employee and provide a further certificate attesting to the fitness or unfitness of the employee for work. The certificate shall be conclusive of the issue of fitness for work. The cost of the medical exam and certificate will be paid by the Employer provided the Health Care plan does not cover such costs.

SECTION (3)13 – EMPLOYEE ASSISTANCE PROGRAM

- (3)13.1** The Employer's intention is to provide material assistance to employees whose work performance may be affected by an existing or oncoming medical condition. This assistance will be provided under the terms of the Employer's Employee Assistance Policy.

SECTION (3)14 – SICK LEAVE CERTIFICATE

- (3)14.1** Any employee returning from any absence of five (5) or more days due to a medical leave as defined by the *Canada Labour Code* is required to produce a certificate of a licensed health care practitioner confirming that they were incapable of working for the period of their medical leave with pay and attesting to their fitness for work. If the employee is unable to return to work after five (5) days, they shall submit a certificate of a licensed medical practitioner at the first practical opportunity confirming that they are incapable of working, indicating a prognosis as to the likely date of return to work, if known. If required, the employee's physician shall provide an outline of the employee's restriction that will allow the employee to return to work on modified duties for accommodation purposes. Such information shall be provided on a separate form supplied by the employer.
- (3)14.2** An employee must notify the Employer of an absence as soon as practicable prior to the start of their next shift. In circumstances where an employee cannot provide notice in advance, they will notify the Employer as soon as practicable.
- (3)14.3** Where the Medical Officer of Health, in the area that you reside, orders an employee must be isolated from the public, the employee shall be granted sick leave. However, the leave will not count towards any Attendance Management Program.

SECTION (3)15 – APPLICATION FOR BENEFITS

- (3)15.1** An employee who wishes to apply for benefits under any of the Benefit Plans is required to complete, or have completed, all the necessary documentation including Attending Physician's Statement, if applicable.

SECTION (3)16 – MILEAGE

- (3)16.1** Employees required to attend meetings or work at a site other than their booked work site and who use their own vehicle to travel to this alternate location will be entitled to claim mileage reimbursement at the rate of \$0.55 per kilometer.

SECTION (3)17 – LEGAL PROTECTION

- (3)17.1** The Employer agrees to provide legal protection or reimbursement for legal costs, including judgment costs, to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders and provided, in any event, that the employee acted in good faith.

The Employer also agrees that employees shall be compensated for all required time attending such legal proceedings, including interviews with Employer's Solicitors.

CLAUSE 4 – PAY AND HOURS OF WORK

SECTION (4)1 - HOURS OF WORK

- (4)1.1** The normal work cycle and normal working periods or shifts shall be eight (8) hours per day (inclusive of a half hour paid lunch) and five (5) days per week, for a total of forty (40) hours of work per week.
- (4)1.1a** The Employer must provide thirty (30) days' notice of the change from the current schedule setup before the change is implemented after ratification.
- (4)1.2** All employees are required to make daily reports for which payment is incorporated in the rates of pay.
- (4)1.3** Employees called in to work shall be paid a minimum of two (2) hours at time and one half.
- (4)1.4**
- 1.4.1** Employees required to attend information meetings/sessions that do not conflict with Hour of Service regulation prior to the start of or extending beyond the end of their shift, will be paid at the rate of time and one-half for that period of time before or after their booked shift.
 - 1.4.2** Employees requested to attend information meetings/sessions on their scheduled day off, including employees requested to do so because they cannot attend information meetings/session on their regularly scheduled days of work, shall be paid a minimum of three (3) hours at time and one half.
- (4)1.5** While on paid duty, employees will remain on call and available at all times.
- (4)1.6** All employees shall be available for emergency work. The Employer may offer the work to Facilities employees at its discretion without regard for seniority, where proximity to the emergency work or skill set needs to be the deciding factors. Emergency work shall be offered to Yard Control employees in accordance with seniority. If no employees accept the work, a sufficient number of employees with the lowest seniority may be

required to perform the work. For the purposes of this provision, an emergency is an event which is unforeseen, and which requires immediate action, as defined in Section (14)1.1.

(4)1.7 Initiated Call Sheet

It is agreed that if a call sheet has been initiated to fill a full open shift, the call sheet will be completed. When all eligible employees have refused to work the full open shift, the Employer may in its discretion force qualified employees with the lowest seniority in to fill the open shift.

SECTION (4)2 – RATES OF PAY

(4)2.1 During the life of this Agreement, employees shall be entitled to be paid as set out in Appendix “A”, Salary Schedule.

(4)2.2 All employees shall be paid bi-weekly.

SECTION (4)3 - OVERTIME

(4)3.1 If and when overtime work is available, with the exception of emergency work, it shall be distributed on a seniority basis by classification. When all eligible employees have refused the overtime work, the Employer may in its discretion force employees with the lowest seniority in the classification to work the overtime.

(4)3.2 Overtime Pay shall be calculated at time and one half (1.5) for all hours worked in excess of forty (40) hours per week. All approved paid days off, including paid leaves of absence, vacation days, and holidays, shall be counted as hours of work when determining whether the overtime threshold has been met. Approvals (or denials) shall be processed in a reasonable period of time.

(4)3.3 An employee shall not work, except in the case of emergency, any combination of booked work and overtime which will exceed sixteen (16) consecutive hours within the twenty-four (24) hour period that begins with the start of the employee’s scheduled shift, or which will not allow a minimum of eight (8) hours of rest before commencing work again.

(4)3.4 An employee who has worked twelve (12) hours of overtime in a pay period shall be permitted but not forced to work overtime for the remainder of that pay period, save and except emergency work.

(4)3.5 When in an emergency as defined 14.11 and the Employer has to force in one (1) or more employees to work overtime, reverse order of seniority is followed to determine which employee(s) will be assigned the work. It is understood that employees cannot be forced to work overtime hours that would put them in violation of any applicable legislation.

(4)3.6 There shall be no pyramiding or duplication of benefits, premium rates, or overtime pay. Notwithstanding the generality of the foregoing, an employee who is paid premium pay for hours worked on a holiday shall not be paid overtime pay for those same hours of work. To clarify, an employee working a statutory holiday will receive premium pay at 1.5 their regular rate of pay for all hours of work on the holiday, and shall also receive holiday pay for the holiday. However, those same hours of work on a holiday shall not be counted again for purposes of calculating overtime pay on that holiday.

SECTION (4)4 – GENERAL AND DESIGNATED HOLIDAYS

(4)4.1 The following are general statutory holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

(4)4.2 The following are designated holidays:

- Civic Holiday
- Easter Monday

(4)4.3 The holidays listed in (4)5.1 and (4)5.2 above may be celebrated on dates coincident with their celebration in the Federal Public Service.

(4)4.4 An employee who works on any of the holidays listed in (4)5.1 and (4)5.2 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one-half (1½) times the employee's basic hourly rate of pay for all hours worked on the holiday.

(4)4.5 If an employee does not work on one of the holidays listed in (4)5.1 and (4)5.2 above because the day falls on the employee's scheduled day off, the employee shall be paid a normal day's pay.

(4)4.6 Notwithstanding the above provisions, in respect to an employee who does not work on a holiday, such employee shall not be entitled to receive pay for the holiday if:

4.6.1 The employee received WSIB or LTD payments for the holiday.

- 4.6.2** The employee had not received wages for work performed for at least fourteen days (14) days during the thirty (30) calendar days immediately preceding a holiday unless the employee had returned to work and had been in receipt of WSIB or LTD payments.
- 4.6.3** There is any period in which the employee is not receiving regular wages.
- 4.6.4** The employee was scheduled to work on the holiday but did not report for their shift without an approved absence.

SECTION (4)5 - BOOKING RULES AND SHIFTS

(4)5.1 Seniority

All permanent staff shall be booked in accordance with bargaining unit wide seniority within their classification.

(4)5.2 General Bookings

The General Booking will contain the Daily, Saturday and Sunday work shifts and shall include booking for statutory holidays.

The Employer agrees to submit the work shift board for the General Booking of Staff to the Union Committee two (2) weeks prior to it being posted. The Employer agrees to advise the Union of any further changes as they may occur.

The Union Committee's request for changes shall be discussed with the Manager or their designate. If a mutually satisfactory agreement is not reached, Management will respond to the Union's proposals within two (2) working days in writing and the booking will then be posted.

Upon implementation of the computerized booking process, the parties agree that bookings will be conducted on the employee's work time using a computer. In the case of an employee not being available, the Union will book for this employee. Should this process not be available, the Employer will pay employees one (1) hour for attending the General Booking on their own time. This payment would not apply in the case of a re-booking.

(4)5.3 Booking Representatives

A Booking Official appointed by Management shall be in charge of all Bookings. The Union will designate one (1) of its representatives to attend. If an employee is unable to be present at a Booking, he or she shall be booked by the Management appointee and the Union representative having due regard for the individual's qualifications and bargaining unit wide seniority. The booking shall commence at the agreed upon date and time.

(4)5.4 Shift Patterns, Shift Bookings And Days Off

Yard control and facilities employees shall work on three (3) scheduled shifts: a Day Shift (8 hours starting at 06:00 to 07:00 and ending 14:00 to 15:00), a Afternoon Shift (8 hours starting at 14:00 to 15:00 and ending 22:00 to 23:00) and a Night Shift (8 hours starting at 22:00 to 23:00 and ending 06:00 to 7:00). The Maintenance Millwright shall continue to work Monday to Friday from nine (9) a.m. to five (5) p.m. daily. These working periods or shifts may be amended by the Employer with thirty (30) days' notice.

It agreed that there shall be two (2) General Bookings per calendar year. The bookings shall be for the following time frames;

- January 1 to June 30
- July 1 to December 31

(4)5.5 Booking Off

Bargaining Unit staff intending to be off must request the time off from the Operations Manager or their representative as soon as practicable. With due regard for operational requirements, the employer shall act reasonably when exercising its discretion to refuse requests for time off.

(4)5.6 Statutory Holiday Re-Booking

In the event of a shift becoming open for any reason it shall be re-booked by Employee seniority by those not previously booked on that holiday.

If it is known in advance that an employee will not be available for a booked shift on a Statutory Holiday, rebooking of the shift will occur from the unavailable employee down by seniority. If no employee accepts the shift, then it will be offered by seniority to those that are working on the Statutory Holiday and are able to do the shift in its entirety. If the shift cannot be covered with one employee, it will be offered by seniority to employees that are willing to work a partial shift.

(4)5.7 Re-Bookings

Changes in shift (time spread), additional shifts or deletion of shifts or staffing changes due to members returning from LTD/WSIB or other duties may trigger a rebooking, such rebooking shall be discussed with the Union Executive. Management will ascertain whether a re-booking is necessary. If a re-booking is approved, it shall be at least six (6) weeks before the expiry of the regular booking. If it is less than six (6) weeks before the expiry of the regular booking, then a re-booking should not be held.

(4)5.8 Vacation Booking

Employees must submit their preferred vacation times by November 1st for the next calendar year. The Employer will respond to vacation requests for the next calendar year by November 30th of each year. Only 30% of employees working the same shift may take their vacation at the same time. Where there is a conflict the most senior employees shall be given priority. Vacation requests made after the November process each year shall be considered on a first come first served basis without regard for seniority.

(4)5.9 Booking Restrictions

Employees who are absent on short term sick leave without a confirmed return to work date, on long term disability or on WSIB are permitted to book work at a general booking under the following conditions:

- The employee shall submit to the Employer an acceptable medical certificate prior to the date of the booking, and,
- The medical certificate provides a date for return to full duties that is at least six (6) weeks before the end of the booking.

Employees that do not submit their medical certificate prior to the booking or where the return-to-work date is unknown or less than six (6) weeks from the end of the booking are ineligible to book.

An employee who accepts a temporary or acting position or who is working on a special project is permitted to book work at the general booking provided they are expected to return within six (6) weeks before the end of the booking.

(4)6.1 Posting and Coverage of Overtime Work

6.1.1 Overtime is defined as any hours worked in excess of forty (40) hours per week. All approved paid days off, including paid leaves of absence, vacation days, and holidays, shall be counted as hours of work when determining whether the overtime threshold has been met. Approvals (or denials) shall be processed in a reasonable period of time.

Over time opportunities, with the exception of emergency work, shall be distributed by seniority by classification.

6.1.2 The Employer may, when there has been an administrative error or mistake and at no cost to the Employer, cancel a booked overtime shift by noon on the day prior to the day of the shift.

- 6.1.3** An overtime book shall be made available. The Employer shall post open shifts in the overtime book and shall send them to employees by electronic communication. Shifts that are to be booked shall be posted and sent twenty-four (24) hours before the shift is to be booked, and shall normally have a booking time of noon the day before the overtime commences.
- 6.1.4** An Employee must respond to the posted overtime work in advance of the noon booking time to be considered for that shift or piece of work.
- 6.1.5** An Employee bidding on more than one piece of work shall indicate their preferences numerically.
- 6.1.6** An Employee may bid on a portion of posted shifts or pieces of available overtime.
- 6.1.7** The Employer, when booking overtime, shall give priority to an Employee who can cover the entire shift or piece of work posted. Thereafter the work shall be given to Employees as split shift.
- 6.1.8** When the time periods in 6.1.3 have passed when overtime becomes available, the up-to-date seniority call list kept in the overtime book indicating employee preferences for overtime shall be used to staff the overtime. Records of calls for all work booked by the call method shall be kept.

Where an Employee is working while an Employer manager is filling a shift via the call sheet process, the Employee can notify the Employer of his/her intentions to take the shift according to seniority and the booking rules regardless of their status on the overtime call log sheet.

- 6.1.9** An employee who has been booked on overtime work shall be responsible for that work and shall not be permitted to switch or give away all or part of that work with another Employee.
- 6.1.10** Should an Employee advise the Employer Ent that he or she is unable to work the booked overtime within four (4) hours of the start of the shift, the Employer may decide not to fill the shift. Otherwise, the work shall be rebooked by seniority.
- 6.1.11** Employees on vacation or any other leave of absence shall not be considered for overtime work for the duration of that time off.

CLAUSE 5 - GRIEVANCES

SECTION (5)1 – GRIEVANCE PROCEDURE

- (5)1.1** The Employer and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the direct Manager or designate involved must be given full opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the Manager or designate.
- (5)1.2** In order for a complaint to be considered valid, an employee must bring a complaint to the attention of the Employer within ten (10) calendar days of an incident.
- (5)1.3** If the complaint is not satisfactorily resolved within ten (10) calendar days, the employee may choose to have recourse within twenty-one (21) calendar days to the grievance procedure as follows:

1.3.1 Step 1

The employee shall submit the grievance to the Union in writing. The Union may then present the grievance to the direct Manager or alternate at same rank. If a settlement satisfactory to the Union is not reached within ten (10) calendar days or a time period mutually agreed upon, the grievance may within ten (10) calendar days proceed to Step 2.

NOTE: In a case where the grievance deals with a termination Step 1 of the process is waived, and the grievance proceeds directly to Step 3.

1.3.2 Step 2

The Union shall present the grievance to the Director or alternate at same or higher rank. If a satisfactory settlement is not reached within ten (10) calendar days or a time period mutually agreed upon, the grievance may within ten (10) calendar days proceed to Step 3.

1.3.3 Step 3

The Union shall present the grievance to the General Manager or alternate at same or higher rank. If a satisfactory settlement is not reached within ten (10) calendar days or a time period mutually agreed upon, the grievance may be referred to arbitration within one (1) month.

NOTE: In a case of an Employer or a union policy grievance, the grievance shall proceed directly to Step 3 and shall be delivered to the Union President or general manager as the case requires.

1.3.4 For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement.

1.3.5 Whenever a grievance is filed at any step, the Union will forward a copy to the Employer.

1.3.6 Calendar days shall not include statutory holidays.

1.3.7 Grievance Mediation

Where, after exhausting the first three steps of the grievance procedure of this Agreement, a difference remains between the Parties, the Parties may mutually agree to a mediation process. Compensation and expenses of the mediator will be borne equally by the Parties to this Agreement.

SECTION (5)2 - Arbitration

(5)2.1 Upon receipt by the General Manager of written notice from the Union of the desire to arbitrate the grievance, the matter shall be referred to a single arbitrator, unless the Parties agree to a three (3) person arbitration board. In the event of a single arbitrator, both Parties shall agree to the nomination. The Employer or the Union shall contact the agreed-upon Arbitrator and make the necessary arrangements. Should the Parties choose a three (3) person board, the Employer and the Union shall each appoint a representative within seven (7) calendar days. The two (2) representatives shall, within seven (7) calendar days, or thereafter their appointment agree upon an arbitrator who shall be Chairperson of the Board of Arbitration. Where the representatives are unable to agree upon a Chairperson, either nominee may request in writing that the Director, Federal Mediation and Conciliation Services appoint a Chairperson.

(5)2.2 If within one (1) month the Parties have not reached agreement regarding the nomination of a single arbitrator, the matter shall be referred to the Director, Federal Mediation and Conciliation Service who shall appoint an arbitrator.

(5)2.3 The Board of Arbitration shall not alter, modify, or amend any part of this Agreement or make any decision inconsistent with its provisions.

(5)2.4 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure. If no written request for arbitration is received within one (1) month after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

(5)2.5 Each of the Parties hereto will bear the expense of the nominee appointed by it and the Parties will share equally the fees and expenses, if any, of the Arbitrator/Chairperson of the Arbitration Board.

SECTION (5)3 – MEETINGS WITH MANAGEMENT

(5)3.1 a Grievance Meeting

Time off with pay shall be allowed to one Union Representative or their designate attending a scheduled grievance hearing with Management provided the hearing occurs during the Union Representative's scheduled hours of work. It is agreed that grievance hearings shall be held during regular working hours.

(5)3.1 b Management Meetings

Time off with pay shall be allowed to one Union Representative or their designate attending a scheduled meeting with Management provided the meeting occurs during the Union Representative's scheduled hours of work. It is agreed that management meetings shall be held during regular working hours. Notwithstanding the foregoing, if a proposed management meeting is of significant enough nature to require the President of Local 5500 to be present, then the employer shall not oppose the presence of the President.

CLAUSE 6 – VACATION WITH PAY

SECTION (6)1 - VACATION

(6)1.1 Vacations are granted to employees in the year in which they are earned for the purpose of affording a period of rest and recreation. The vacation year runs from January 1st to December 31st. During the vacation period, no employee shall be required or permitted to work. The Employer shall not unreasonably deny vacations with due regard to operational requirements.

(6)1.2 In the calendar year following the year of hire, Employees shall be entitled to vacations according to the following schedule:

Completed years of service up to June 30 in the year vacation is taken	Weeks of Vacation
Less than seven (7) years	3
Seven (7) years but less than sixteen (16) years	4
Sixteen (16) years but less than twenty-two (22) years	5
Twenty-two (22) years but less than thirty (30) years	6
Thirty (30 or more years of service	7

- (6)1.3 When vacation is carried over to the next vacation year, it must be used in the first three (3) months of that year.
- (6)1.4 Employees on approved leaves provided for under the *Canada Labour Code*, worker's compensation and short term disability will continue to accrue vacation time during their absence. An employee who is on an approved Unpaid Leave of Absence or Long Term Disability, or on a layoff, does not accrue vacation during their absence.

CLAUSE 7 – UNION SECURITY

SECTION (7)1 – CHECK -OFF

- (7)1.1 All employees who are subject to check-off at the inception of this Agreement shall remain subject thereto as a condition of employment so long as they remain members of the Bargaining Unit. All employees who are not subject to check-off at the inception of this Agreement and persons who may hereafter become employees shall become subject to check-off as a condition of employment so long as they remain members of the Bargaining Unit. The Employer shall deduct Union dues from twenty-six (26) pays annually and shall turn over such dues to the Treasurer of the Union within five (5) days after they have been deducted. Initiation fees shall also be subject to payroll check-off upon receipt of a duly signed authorization from the employee.

Bargaining unit members who accept a temporary or permanent position outside the bargaining unit must continue to pay union dues in order to remain in good standing. It is the employee's responsibility to make arrangements directly with the Union to pay dues.

CLAUSE 8 – WSIB

SECTION 8 – WSIB

- (8)1 **Workplace Safety and Insurance Board (WSIB) Benefits**
- (8)1.1 Employees shall be covered for workplace injury or illness for Workplace Safety and Insurance Benefits (W.S. I. B.) under the Workplace Safety and Insurance Act.
- (8)1.2 If the employee is able to perform modified duties or hours of work, the employee is required to accept this work when offered, provided such work is compatible with the employee's medical restrictions.
- (8)1.3 Employees on WSIB, and whose medical conditions prevent them from doing their own work, but permit them to do other available work, first within the bargaining unit and if not then outside the bargaining unit, will be required to accept this work.

CLAUSE 9 – UNIFORM CLOTHING UNIFORM CLOTHING

SECTION (9)1 – EMPLOYEE CLOTHING

All uniform items are to be worn only in the performance of job duties, or in transit to and from work.

(9)1.1 All employees who require such clothing will be supplied with the following:

1.1.1 Reversible Raincoat Replacement every seven (7) years

Note: It is agreed that the raincoat will be replaced on an as required basis

1.1.2 Winter Coat Replacement every three (3) years

1.1.3 Spring Coat Replacement every three (3) years

* NOTES:

1. The items of Uniform Clothing will be provided before March 31st of each year.
2. Adjustments will be made on “as required” basis.

(9)1.2 Footwear

The Employer shall reimburse one hundred and eighty-five dollars (\$185) once a year to active employees for footwear acceptable to workplace standards. Employees shall purchase the footwear and submit an invoice for reimbursement.

SECTION (9)2 – DAMAGED AND DESTROYED UNIFORMS

(9)2.1 If without negligence, any employee’s uniform clothing is destroyed or damaged while on duty, the Employer will repair or replace the said item.

SECTION (9)3 – TOOLS

(9)3.1 The employer shall supply all tools required by trades and maintenance workers.

CLAUSE 10 – PERSONNEL FILES

SECTION (10)1– ACCESS TO PERSONNEL FILES

- (10)1.1** Upon providing written notification to Human Resources, an employee shall have the right to have access to his/her personnel file three (3) working days after the day of notification. The employee shall have the right to respond in writing to any document contained in their personnel file. Such reply shall become part of the permanent record. With the written permission of the employee, a Union representative or elected union officer shall also have the right of access to an employee's personnel file.

CLAUSE 11 – JOINT CONSULTATION/LABOUR MANAGEMENT COMMITTEE

SECTION (11)1- JOINT CONSULTATION/LABOUR MANAGEMENT COMMITTEE

- (11)1.1** The Parties agree to set up a committee to be known as the labour/management committee. This committee shall consist of two (2) representatives from the union and two (2) representatives of the employer, to be appointed by the respective Parties. The committee structure may be amended as required and agreed upon between the Parties.
- (11)1.2** The committee shall meet every three (3) months. Either Party may also formally request that a meeting of the committee be held, and the meeting shall be convened within seven (7) calendar days. The purpose of such meetings shall be to discuss issues and make recommendations relating to the workplace which affect either or both of the Parties.
- (11)1.3** It is further agreed that issues relating to grievances and collective bargaining will not be matters for discussion at the meetings.

CLAUSE 12 – TRAINING

SECTION (12)1 – TRAINING

- (12)1.1** When an employee is required by the Employer to participate in courses designed to upgrade his/her skills or qualifications, the Employer will pay for the course tuition fees.

CLAUSE 13 – HEALTH AND SAFETY

SECTION (13)1 – HEALTH AND SAFETY

- (13)1.1** The Employer shall provide a safe and healthful environment for employees.

- (13)1.2 The Employer shall provide Federal Occupational Health and Safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness.
- (13)1.3 The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are committed to fostering and developing a safety culture within the Employer and ensuring that their responsibilities under the relevant Federal Occupational Health and Safety Legislation are carried out.
- (13)1.4 The Employer and the Union agree to recognize the Terms of Reference established for Workplace Health and Safety Committee.
- (13)1.5 Training for Workplace Health and Safety Committee members mandated by the Terms of Reference, shall be delivered. The Employer shall consult with the Union regarding the choice of outside training resources.

CLAUSE 14 – EMERGENCY

SECTION (14)1 – DEFINITION OF EMERGENCY

- (14)1.1 An emergency is defined as a situation that poses a significant and immediate threat to human life, health or safety or extensive damage to property. It is also a situation when the Employer is affected to the extent necessary in order to prevent serious interference with the ordinary working of the establishment (which includes Maintenance Yards, Confederation Line, and related infrastructure).

An emergency includes:

- An accident to machinery, equipment, facility, or persons,
- An urgent and essential work that needs to be done to machinery, equipment, or facility, or
- Other unforeseen or unpreventable circumstances

CLAUSE 15 – SALARY PROTECTION

SECTION (15)1 – SALARY PROTECTION

- (15)1.1 **Salary Protection on Downward Reclassification**

When a position has been reclassified downward, the Employee (present incumbent only) in the reclassified position will be placed into the new classification (at a level not less than the Employee's current earnings) provided the Employee's earnings do not exceed the maximum of the salary for the new classification. In this circumstance, the Employee's increment date will not change, and the Employee shall receive the negotiated increase as well.

Should the Employee's salary be more than the salary for the new classification such salary will be frozen as of the date of the reclassification save and except any increase negotiated by the parties.

(15)1.2 Salary Protection on Upwards Reclassification

An Employee who is promoted to a position having a higher salary scale, or whose position has been classified upward, shall be paid at the salary rate next higher to the rate they received prior to their promotion. For clarity, this will be no lower than a 3% increase. The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.

APPENDIX A

SALARY GRID, ANNUAL INCREASES, SHIFT PREMIUMS AND BENEFITS

POSITION	BASE	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
	RATE	3.00%	2.50%	2.50%	2.50%
Facilities Tech	\$31.55	\$32.50	\$33.31	\$34.14	\$35.00
Facilities Lead	\$36.41	\$37.50	\$38.44	\$39.40	\$40.39
Millwright	\$38.50	\$39.66	\$40.65	\$41.66	\$42.70
YRC	\$37.38	\$38.50	\$39.46	\$40.45	\$41.46
YRC Lead	\$40.53	\$41.75	\$42.79	\$43.86	\$44.96

Green circling of employees earning above the grid. They will stay at current rate until grid provides a raise. Employer to provide difference as a one-off payment each year. Green circle payment to be made in first pay period of each year.

Signing bonus upon ratification equal to \$1000 per year for each completed year of service as of December 31, 2023. Anyone who has completed less than 1 full year will receive \$1000.

SHIFT PREMIUMS

Shift workers shall be designated as working on either the Day Shift, the Afternoon Shift or the Night Shift and may rotate between shifts on a periodic basis. Employees who work on the Day Shift and Afternoon Shift shall not receive a shift premium. Night Shift workers shall receive the following shift premiums:

Night \$1.00 per hour.

Any employee assigned to train another employee by their manager shall receive a premium of \$1.00 per hour.

APPENDIX B

RRSP

Group Retirement Savings Plan (GRSP) – Plan 015824

Deferred Profit Sharing Plan (DPSP) – Plan 015823

By partnering with RBC Royal Bank, RTM - Rideau Transit Maintenance has provided you with a group retirement savings plan (GRSP) and deferred profit sharing plan (DPSP) to help you prepare for your retirement. Below are the details of your plan:

How your plan works

Your GRSP allows you to contribute directly from your pay, using before-tax dollars, which makes saving for retirement convenient. The DPSP operates very much like the GRSP. Company contributions to the DPSP are treated just like personal RRSP contributions when determining maximum annual RRSP limits. However, unlike the GRSP, withdrawals from the DPSP are not allowed while the member is employed by the company. Royal Bank of Canada has appointed The Royal Trust Company as Trustee of the Plan

Eligibility

All employees are eligible to join the GRSP/DPSP by completing 3 months of continuous service.

Contributions

To participate in the DPSP, you must first join the company's GRSP. RBC Royal Bank ® will setup a GRSP for your contributions and a DPSP for the company contributions. You will decide how the contributions are invested in both plans. With each pay, the company will match 100% of your basic GRSP contribution and place it in your DPSP, to a maximum employer contribution of \$8000 per year. The Canada Revenue Agency does not allow employees to directly contribute to the DPSP.

Contribution Limits

There are contribution limits on RRSPs. To find out the exact amount you can contribute to your RRSP, refer to your most recent Notice of Assessment you received from the Canada Revenue Agency. For more details on your contribution limit, please see the GRSP FAQs in your Member Plan Booklet

Spousal Plans

The GRSP allows you to select to have all or a portion of your contributions allocated to a spousal RRSP.

Tax Considerations

Receipts for GRSP contributions made from March to December are mailed in late January; receipts for GRSP contributions made in the first 60 days of the year are mailed in mid-March. Your receipt will include both your contributions to the plan as well as any company contributions.

If you do not receive a contribution receipt or require a duplicate, please contact us at 1-888-769-2566 or visit an RBC Royal Bank branch.

Amounts withdrawn in cash from your GRSP will be subject to the applicable withholding taxes. Your GRSP cash withdrawals for the year will be reported on a T4RSP slip and mailed to you by the end of the February after year-end.

Investment Options

- 1) Your Company has made it possible for you to access your investment options through one or more of the following RBC channels: RBC Royal Bank, RBC Dominion Securities or RBC Direct Investing.
- 2) Your plan allows contributions to be allocated to as many as six different investments, and you have the flexibility to change your investment options whenever you like. Visit the Your Investment Options brochure included in your Member Plan Booklet to learn more about the different types of investment options available

An RBC advisor can meet with you one-on-one to provide advice tailored to your needs and help you build a well-diversified portfolio. To locate an advisor near you, please visit maps.rbc.com or call 1-888-769-2566.

Plan fees and charges

The RBC Funds which constitute your investment options are no-load funds, which mean that you don't pay a commission when you buy or sell them.

Management fees and administrative expenses are charged directly to the RBC Funds. Please refer to the prospectus for the RBC Funds for more detailed information. Updated copies may be obtained from any RBC Royal Bank branch.

Termination

In the event you terminate employment with your GRSP will be converted into an individual Registered Retirement Savings Plan (RRSP). No transfer of assets or redemption of investments will take place. You may also elect to transfer the proceeds of your RRSP to any other RRSP or to a registered retirement income fund (RRIF), or to receive them in cash (subject to applicable tax withholdings).

Vesting period refers to the time before you are legally entitled to the funds in your DPSP. Our Plan includes a 2 year vesting period. This means that you must wait 24 months after joining the Plan before the company's contributions and earnings on those contributions are yours. Should you leave the company before the 2 year vesting period has expired, all monies in your DPSP will be forfeited.

In the event of death, the funds in your account will be paid to your designated beneficiary or estate.

Retirement

As you approach retirement, you will have the opportunity to meet with an RBC advisor to help you evaluate the various options available to generate the most tax-efficient plan that is in line with your situation today and your personal plans for the future.

Administration

Trustee

The Royal Trust Company holds your Plan funds in trust and is responsible for your Plan's registration under the *Income Tax Act*.

Amendments and termination

RTM – Rideau Transit Maintenance intends to continue the Plan indefinitely, but reserves the right to amend or terminate it at any time subject to any applicable law, including the *Income Tax Act*, and any consent that may be required from The Royal Trust Company.

Legal document

This overview is intended for information purposes only, and the terms and conditions of the Plan as set out in the official documentation take precedence. Copies of such documentation are on file with the RTM-Rideau Transit Maintenance human resources department, and you may review them upon request. Possession of this overview does not mean that you are entitled to participate in the Plan.

RRSP/DPSP Program to remain with increase to \$8000 matched.

Employer liability limited to providing the benefits plan.

BENEFITS

Group Benefit Plan Canada Life Policy: 401542 with the following amendments:

Vision Care

- * \$400 every 24 months (lenses, frames, contacts, laser)
- * 1 eye exam every 24 months

Dental Plan

- * 100% Basic coverage
- * 50% Major coverage
- * \$2,500 maximum per calendar year
- * 50% Orthodontic coverage
- * \$2,000 lifetime maximum
- * Recall exams – once every 6 months

Signed this 28th day of October, 2024

FOR THE UNION:

Anshul Chaudhary
Anshul Chaudhary (Nov 15, 2024 12:08 EST)

Anshul Chaudhary
Local 5500 President

Andrew Piddle
Andrew Piddle (Nov 13, 2024 15:08 EST)

Andrew Piddle
RTM Chief Steward

Mark Kotanen
Mark Kotanen (Nov 15, 2024 15:19 EST)

Mark Kotanen
CUPE National Representative

:mw*cope 491
February 1, 2024

FOR THE EMPLOYER:

ENRIQUE MARTINEZ ASENSIO
ENRIQUE MARTINEZ ASENSIO (Oct 28, 2024 17:21 EDT)

Enrique Martinez Asensio
General Manager

Christine Freeman
Christine Freeman (Oct 28, 2024 14:11 EDT)

Christine Freeman
HR Manager I

Dale Strilchuk
Dale Strilchuk (Nov 15, 2024 15:19 EST)

Dale Strilchuk
Maintenance/Operations Director

Tania Seely
Tania Seely (Nov 15, 2024 15:19 EST)

Tania Seely
Director of Legal Services