

AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BROCKVILLE



BROCKVILLE
CITY OF THE 1000 ISLANDS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)

LOCAL 115

REPRESENTING PART-TIME TRANSIT EMPLOYEES



JANUARY 1, 2014 – MARCH 31, 2015

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ARTICLE D-1 **COVERAGE AND PURPOSE**

- D - 1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and its Employees and to provide a method of settling any difference or grievances which might arise. This Agreement also is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement.
- D - 1.02 Both parties recognize that Appendix D and the provisions contained therein apply only to the specific jurisdictional group which is set out in the appendix.
- D - 1.03 The Employer recognizes C.U.P.E-115 as the sole bargaining agent for the Employees covered in Appendix D.
- D - 1.04 All Employees covered by this Appendix shall become members of the Union within thirty (30) days of the date of their employment with the Employer.
- D - 1.05 It is understood that Articles 1 thru 17 in the main agreement are not applicable to the Part-Time Transit Agreement which will be a stand-alone appendix within the Outside, Arena and Transit Collective Agreement.

ARTICLE D -2 **RECOGNITION**

D - 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 115 as the sole and exclusive bargaining agent of all Part-time Transit employees of the Corporation of the City of Brockville in the County of Leeds, save and except Supervisors and employees above the rank of Supervisor.

- D - 2.02 (a) The City agrees to develop a position description for the classification of Part-time Transit driver.
- (b) Where the duties of a Bargaining Unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.
- (c) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the Employer will set the wage rate for the new classification.

Following this, either party may request that a mediator be appointed to assist the parties in resolving the disputed rate.

Failing agreement during mediation, the Employer-set-rate shall remain in force and the matter shall be referred to collective bargaining for final resolution. It is understood and agreed that the wage rate set for the classification may not be grieved and may not be referred to arbitration.

ARTICLE D - 3 **RELATIONSHIP**

D - 3.01 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

D - 3.02 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer.

D - 3.03 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.

D - 3.04 Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

D - 3.05 **Bulletin Board**

The Employer will provide bulletin board space for the posting of C.U.P.E. -115 notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld; every effort will be made within two (2) working days to process such requests.

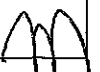
- (i) It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Corporation's policy and/or the Collective Agreement.

D - 3.06 **Correspondence**

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to its President. In addition, all grievances related correspondence shall also be forwarded to the Steward. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and President, and of any changes from time to time.

D - 3.07 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

D - 3.08 **Employee Information**
In October of each year the Employer will forward in both written and electronic form to the Recording Secretary of the Union a list showing the names, home addresses, and phone number of employees and the information on any newly hired, or on leave, or terminated employee.



ARTICLE D - 4 **MANAGEMENT FUNCTIONS**

D - 4.01

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

- a) Maintain order, discipline and efficiency;
- b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- c) The Union further recognizes the right of the Employer to operate and manage its business in all respect in accordance with its commitments and responsibilities. The Corporation is also acknowledged to have the right from time to time to make or alter rules or regulations which are deemed necessary for the safe continuous and efficient operation of services entrusted to its care provided that no such rule or regulation shall be inconsistent with the terms of this agreement.

D - 4.02

The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.



ARTICLE D - 5 **UNION MEMBERSHIP AND DUES**

D - 5.01 **New Employees**

The Employer will provide a copy of this Agreement to all new employees hired into positions covered by this Agreement.

D - 5.02 The Employer agrees to deduct, from the salary of each employee covered by this Agreement, a sum equal to the current monthly dues and remit money so deducted to the Secretary-Treasurer of Local 115, Canadian Union of Public Employees, not later than the tenth (10th) day of the calendar month following the calendar month in which such deductions are made, accompanied by the list of names from whom dues have been deducted.

D - 5.03 The Employer agrees to provide on the annual T4 Slips for employees covered by this Agreement, the amount of Union Dues deducted in the calendar year. The Union agrees that it will not issue Union Dues Receipts to any member.



ARTICLE D - 6 **NO STRIKE NO LOCKOUT**

D - 6.01

In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, picketing by employees, work stoppage (either complete or partial) or other interruptions or interference with operations during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.



ARTICLED - 7 **REPRESENTATION**

D - 7.01 The Union may elect or appoint not more than one (1) steward from among employees in the bargaining unit who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.

A Chief Steward, local executive board member or designate may assist in the presentation of any grievance or with any Steward function.

D - 7.02 The Employer will recognize a grievance committee which shall not exceed two (2) in number, one of whom shall be the Union President or designate and one of whom shall be the steward or C.U.P.E. -115's Chief Steward.

D - 7.03 The Union shall keep the Employer notified in writing of the names of the Executive Members of the Bargaining Unit, current steward, and members of the grievance committee.

**Absence from Work for Stewards, Members
of Committees and Union Officers**

D - 7.04 A Steward, member of a Committee or a Union Officer shall not leave their assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. A Steward may be permitted to temporarily leave the workplace for investigating a grievance and related meetings with the Employer. A Steward, member of a Committee or Union Officer may be permitted to temporarily leave the workplace for meetings with the Employer. Permission will be subject to operational requirements but will not be unreasonably withheld.

- (i) The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time that they expect to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when they return to work.

- (ii) Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from their regularly scheduled hours of work, they shall receive their regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside their regular hours of work unless agreed upon by the Employer.

Union-Management Committee

- D - 7.05 An employee shall have union representation present if the Employer intends to interview an employee for the purpose of discipline. If the interview is conducted outside their normal working hours, such time shall be compensated at their regular time.
- D - 7.06 In matters of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union official. Such employee shall, within seven (7) days be advised in writing of the reasons of such discipline or discharge with a copy to be sent to the Union President.
- D - 7.07 In the event of one party wishing to call a meeting of the Union-Management Committee the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- D - 7.08 The Employer shall grant leave of absence without loss of pay to members of the Union who participate in union-management meetings.
- D- 7.09 The Employer recognizes a union-management committee which shall consist of two (2) union members, one of whom is the President or designate. This committee shall deal with contract negotiations and any other matters of concern regarding, but not limited to, statutory responsibilities.
- D- 7.10 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.



ARTICLE D - 8 **GRIEVANCE AND ARBITRATION PROCEDURES**

D - 8.01

Definition of Grievance

A grievance shall be defined as an alleged violation of the provisions of this Agreement or any applicable legislation.

D - 8.02

GRIEVANCE PROCEDURE

(a) **Step 1**

An employee shall discuss their complaint with their immediate supervisor, within five (5) working days of the occurrence giving rise to the complaint, to give the supervisor an opportunity to settle the complaint. The employee shall be accompanied by a Union Steward when the employee discusses the complaint with their supervisor unless the employee refuses such representation in writing.

(b) **Step 2**

If the complaint is not resolved within five (5) working days of that meeting, the employee may file a written grievance with the Union Steward concerned who shall present it forthwith, accompanied by the grievor, to the supervisor concerned. Such written grievance will not be made until after the complaint has been discussed with the supervisor concerned, as set out in Step 1. Such written grievance must be signed and dated by the employee within fifteen (15) working days of the day on which they were notified, or became aware, of the matter giving rise to the grievance or within ten (10) working days of receipt by the employee of the supervisor's reply to the complaint, whichever shall last occur. The supervisor concerned shall give their reply in writing to the Union Steward within five (5) working days of receiving the grievance.

(c) **Step 3**

If the grievance is not resolved by the supervisors written answer, the Union may, within five (5) working days of receiving that answer, present such grievance to the employee's Department Head. The Department Head shall meet, with the grievor and the Union Steward together, within five (5) working days from the date on which the grievance was presented, and, within ten (10) working days after such meeting, give an answer in writing to the Union Steward and grievor.

It is agreed that in those situations where the Department Head referred to in Step 3 is also the City Manager, the grievance may proceed to Step 4 and by-pass Step 3.

(d) **Step 4**

If the Department Head's answer fails to resolve the grievance the Union may, within five (5) working days of receiving that answer, refer the grievance to the City Manager, who shall meet with a Union Representative and the grievor within five (5) working days of receiving the grievance. The City Manager shall, within five (5) working days after such meeting, give an answer in writing to the Union.

D - 8.03 **Supplementary Agreement**

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

D - 8.04 Any written complaint originating with the Employer or the Union involving the interpretation or the general application of this Agreement, which is not properly an individual employee grievance, shall be introduced at Step 3 hereof. Such a complaint must be presented in writing to the other party to this Agreement within twenty (20) working days of the incident being grieved.

D - 8.05 **ARBITRATION PROCEDURE**

- (1) Once the grievance procedure as set out in Article 7 of this Agreement has been exhausted the Union and the Employer may agree to mediate the matter in dispute. In the event agreement is arrived at in writing, the Arbitration process shall be suspended. In order for the grievance to proceed, the Party that is advancing the matter must do so by providing written notice to the other Party within five (5) working days immediately following mediation, unless the Parties agree otherwise. The Parties agree to equally share the cost of mediation.
- (2) After exhausting the Grievance procedure either party may refer any dispute regarding the interpretation, administration, application or alleged violation of this agreement, including any question as to whether or not a matter is arbitrable to an arbitration board.

Any referral of the grievance or dispute between the parties to an arbitration board shall be within (10) working days after the decision has been rendered at Step 4.

Either party seeking arbitration shall so advise the other party, in writing, and, at the same time, appoint its member on the Arbitration Board. The other party shall appoint, within seven (7) calendar days of this notice, its member on that Board. The two appointed members shall confer and endeavour to settle the matter within seven (7) calendar days of receipt by the first-named Arbitrator of the name of the second Arbitrator. Failing that, the two Arbitrators shall endeavour to select an Arbitration Board Chairperson within an addition seven (7) calendar days. Failing that, they shall ask forthwith the Minister of Labour of the Province of Ontario to appoint a Chairperson.

- (3) The decision of the majority of the Board will be final and binding on the parties hereto as well as upon the employee or employees involved in the dispute. If there is no majority, the decision of the Chairman will govern. The Board shall not have any power to alter or change any provisions of this Agreement, or to substitute any new provision for an existing provision, or to render any decision inconsistent with the terms and content of this Agreement.
- (4) Each party shall bear the expense of its own appointee and share equally the expenses of the Chairperson.
- (5) In the case of an employee who has been found to be unjustly suspended or discharged, they shall be reinstated and have all rights and benefits restored. The penalty, if any, shall be at the discretion of the Board of Arbitration.
- (6) Upon request by either Party and subject to agreement by both parties, a matter being referred to arbitration may be heard by a single chairperson. Failure to request a single chairperson or failure to mutually agree to a single chairperson will result in the matter being processed according to article 8.05 (2).

ARTICLE D - 9 SENIORITY

- D - 9.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service in the bargaining unit of an employee covered by this collective agreement.
- D - 9.02 After an employee completes their probationary period of nine (9) months or two hundred and fifty hours (250) of work, whichever should occur first, their seniority shall date back to the first day of continuous employment in the bargaining unit with the Employer.
- D - 9.03 Seniority shall accumulate under the following circumstances:
- a) When the employee is on the active payroll of the Employer
 - b) When the employee is off the payroll due to an authorized layoff for not more than one year;
 - c) When the employee is off the payroll due to an accident and when the employee is receiving compensation under the Workplace Safety and Insurance Board Act and when the employee has not accepted employment with another employer;
 - d) When the employee is off the payroll on any leave-of-absence authorized by the Employer and/or under the provisions of this Agreement.
- D - 9.04 An employee shall lose all seniority and will be deemed to have voluntarily resigned when:
- a) Is absent, with or without report to the Employer, for three (3) successive working days without sufficient cause;
 - b) Is terminated and not reinstated;
 - c) Is off payroll for a continuous period for more than one year as a result of layoff;
 - d) Fails to report to work within five (5) working days after having been notified of a recall to work following a layoff unless the employee has a reason acceptable to the Employer;
 - e) Fails to return to work upon termination of authorized leave-of-absence unless the employee has a reason acceptable to the Employer - such failure shall be considered a voluntary termination.

D - 9.05

- (a) No employee shall be transferred to a non-unionized position outside the Bargaining Unit without his/her consent. If an employee is transferred to such a position outside the Bargaining Unit, the employee shall retain accumulated seniority but will not accumulate further seniority. Such employee has the right to return to a position in the Bargaining Unit, provided they have sufficient seniority from prior accrual to do so, during their trail period which shall be a maximum of ninety (90) consecutive working days. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with his/her seniority and ability. Such return shall not result in the layoff or bumping of an employee with greater seniority.
- (b) The Employer retains the right to temporarily transfer employees to positions within another CUPE -115 bargaining unit or alternative positions within their current bargaining unit. A temporary transfer shall be defined as a period of time not to exceed three (3) calendar months.

During the period of temporary transfer under this Article, the employee shall retain their current rate of pay or the rate of pay for the new position, whichever is higher.

In the event of a temporary transfer between CUPE -115 bargaining units, any employee so transferred will be covered by the terms and conditions of the collective agreement under which the temporary position is covered and will continue to accrue seniority within their regular bargaining unit during the period of temporary transfer. Employees may choose to maintain their benefits as allowed for under Article 16 of this Agreement during such period. If the employer affects a layoff within a bargaining unit, any employee who has been temporarily transferred in to the affected bargaining unit will be returned back to his/her regular bargaining unit prior to such layoff.

In the event the Employer temporarily transfer employee(s) to another bargaining unit, the Employer will determine from which division(s) such transfers will occur. Transfer will be equally distributed between employees within this Division and qualified to do the required work, on a voluntary basis, seniority to govern on a rotational basis. If there are insufficient volunteers, the most junior qualified employee(s) in the division will be transferred. The employer may consider the employee's preference.

Temporary transfer will not be made into any bargaining unit or division where there are employees from the unit or division on layoff with recall rights.

D - 9.06

The employer shall maintain a Seniority List showing the date upon which each employee's seniority commenced. A list showing seniority of all employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.

For the purposes of determining seniority amongst unionized Part-time Transit Division, the seniority list shall be applied so that members of the Part-time Transit bargaining unit with the same seniority date shall have their seniority date determined by the respective order on the seniority list.

ARTICLE D - 10 LAYOFFS AND RECALLS

D - 10.01

Layoff and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a permanent layoff, as defined by the Employment Standards Act, employees shall be laid off in the reverse order of their seniority provided those remaining can do the work available. Notice of layoff shall comply with the Employment Standards Act. In the event of a permanent layoff, the Employer will post a listing of the employee(s) affected together with a pro forma providing an opportunity for any listed employee to displace any junior employee who is not listed according to the City's layoff procedure. The procedure shall not be changed during the term of this Collective Agreement unless by mutual agreement of the parties. Consideration will be given to any such displacement when the pro forma is received by the listed employee's Department Head within five (5) working days after the list is posted. Employees who displace a junior employee must be able to do the new job in an acceptable manner within fifteen (15) working days. Employees shall be recalled in order of seniority provided they can do the work. Factors to be considered in addition to seniority include relevant experience/ knowledge.
- (b) Article 10.01 (a) applies to permanent layoff and not to temporary layoff. A temporary layoff shall be defined as per the Employment Standards Act of Ontario and its Regulations.

D - 10.02

Notice of Temporary Layoff

The Employer shall give five (5) working days notification to employees who are to be temporarily laid off and shall also inform the Union. The Employer shall meet with the Union at the Union's request to discuss the layoff. After such notice of layoff, the employee(s) concerned shall be paid in lieu of work for that part of the five (5) working days during which work was not made available.

ARTICLE D - 11 BEREAVEMENT LEAVE

D - 11.01 Bereavement leave shall be granted by the Employer, without loss of salary for scheduled hours of employment on three (3) days to an employee, who has completed their probationary period, at the time of the death of a member of the employee's immediate family in order for the employee to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

Effective the first of the month following ratification of the 2011-2013 Collective Agreement an employee shall be granted up to five (5) consecutive days leave without loss of salary in the case of the death of a spouse or child or step-child. Leave without loss of salary of up to three (3) consecutive days in the case of the death of a parent, legal guardian, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

D - 11.02 Additional days may be granted by the Employer when required by the employee for travelling time or other special circumstances.

D - 11.03 In the event of a death of a brother-in-law or sister-in-law, an employee who has completed their probationary period shall be granted one day's leave without loss of average hourly earnings for the purpose of attending at the funeral.

D - 11.04 Where the term spouse is used in this article, it shall include common-law spouse, including same sex-partner.

D - 11.05 In the event an employee has not completed their probationary period, Articles 11.01, 11.02, 11.03, will apply but such leave will be without pay.

ARTICLE D - 12 **JURY DUTY**

D - 12.01

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the pay received.



ARTICLE D -13 **MATERNITY AND PARENTAL LEAVE**

D - 13.01

Maternity and Parental Leave shall be granted in accordance with the terms set out in the Employment Standards Act, R.S.O. 2000.



ARTICLE D - 14 **DESIGNATED HOLIDAYS**

D - 14.01 Employees will be entitled to the following holidays with pay in accordance with and subject to the provisions of the Employment Standards Act:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	

D - 14.02 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the scheduled work day immediately preceding and immediately following the holiday unless excused by the Employer, or an employee was absent due to:

- a) bereavement leave
- b) court duty leave
- c) regularly scheduled vacation
- d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer and further providing that the employee has or does work at least one shift in the week preceding or one shift in the week following the holiday and is not in receipt of payment for weekly indemnity or Worker's Compensation for the holiday in question

D - 14.03 Where an employee who has undertaken to work on any one of the above-mentioned holidays, they shall be paid, at the rate of time and two (2x) their base hourly rate, for all hours worked in addition to any holiday pay to which they are entitled.

D - 14.04 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless their absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.

ARTICLE D - 15 VACATION

D - 15.01

For the purpose of vacation pay entitlement; employees shall be paid four percent (4%) on their hourly rate to compensate for any and all vacation entitlement on all hours worked up to and including 1,430 hours. Hours worked in excess of 1,430 hours shall be paid at six percent (6%).

For the purpose of applying this Article, hours of work shall accumulate from January 1, 2008.

ARTICLE D -16 **BENEFITS**

D - 16.01 In lieu of benefit coverage, effective the first of the month following ratification, the Employer shall pay ten percent (10%) on the employee's hourly rate for any and all hours so worked.

In the event any employee becomes eligible to and elects to participate in the Ontario Municipal Employees Retirement System (O.M.E.R.S.), then the percentage paid in lieu of benefits shall be reduced to seven percent (7%).

D - 16.02 Effective January 1, 2009, each member who has completed their probationary period shall be credited with an annual sick leave bank of one (1) shift (maximum 5.5 hours). This bank is non-cumulative and has no cash value.

Employees who because of illness or injury are unable to report for scheduled work must notify the Senior Driver or Transportation Supervisor not later than one (1) hour prior to the time that the employee was scheduled to commence work, **unless medically unable to do so.**

ARTICLE D - 17 WAGES

D - 17.01 The wage rates for employees covered by this Agreement shall be set out in Appendix A which is attached to and forms part of this Agreement.

D - 17.02 The Employer shall pay wages every second Friday and such pay shall be by direct deposit to a financial institution of the employee's choice.

APPENDIX A
SCHEDULE OF WAGE RATES

	January 1, 2014		
	<u>Minimum</u>	<u>Interim</u>	<u>Maximum</u>
Part-Time Transit Driver	\$15.73/hr	\$16.74/hr	\$17.84/hour
	January 1, 2015		
	<u>Minimum</u>	<u>Interim</u>	<u>Maximum</u>
	\$15.90/hr	\$16.92./hr	\$18.04/hour

D - 17.03 The Employer will make its best effort to distribute available relief shifts for absent full-time transit drivers as equitably as possible amongst bargaining unit members subject to availability of shifts and members. Transfer will be equally distributed and qualified to do the required work, seniority to govern on a rotational basis.

NOTES:

- (1) If the Ontario Consumer Price Index (C.P.I.) for November/November of previous year is more than 1.5% then the hourly rate identified effective January 1, 2015 in Article 17.02 shall be further adjusted effective January 1, 2015 by the difference between 1.5% and the C.P.I. In no event shall the adjusted amount be greater than 1%. For clarity, the November 2014/November 2013 C.P.I. shall be used for January 1, 2015.
- (2) Normal progression through the levels of the rate range will be based on accumulation of two hundred and fifty (250) hours of work and satisfactory performance.

D – 17.04

Shift Bonus

A bonus of one dollar (\$1.00) per hour worked shall be paid for all time worked after 6:30 p.m. Such Shift bonus will not be paid when an overtime rate is paid.

D – 17.05

Employees will be given five (5) business days' notice if an assigned shift is to be cancelled. If five (5) days' notice is not provided, the part-time worker will receive three (3) hours of pay at the applicable rate.

D – 17.06

Meal Allowance

An Employee required to work three (3) hours immediately preceding or following their shift, shall be reimbursed nine dollars and fifty cents (\$9.50).

An employee shall be paid an additional meal allowance in the same amount for each additional and consecutive five (5) hours worked.

Effective January 1, 2015, ten dollars (\$10.00).



ARTICLE D - 18 HEALTH & SAFETY AND DURATION

D - 18.01

Health and Safety

The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act to the extent that it applies to the Employer's operations.

D - 18.02

This Agreement shall be binding and remain in effect from January 1, 2014 up to and including March 31, 2015, and shall continue for year to year thereafter unless either party desires amendments which shall be made in accordance with Article 18.03.


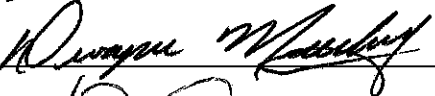
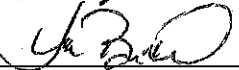
D - 18.03

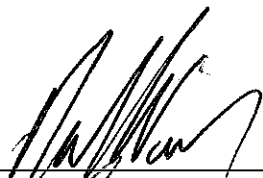

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) to sixty (60) days prior to the termination date, give notice in writing to the other party of this desire. Both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised Agreement.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
115 (PART-TIME TRANSIT)

SIGNED BY THE MAYOR AND
CLERK BY AUTHORITY OF THE
COUNCIL OF THE CORPORATION
OF THE CITY OF BROCKVILLE

This 2nd day of June 2014

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE CITY OF BROCKVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 115**

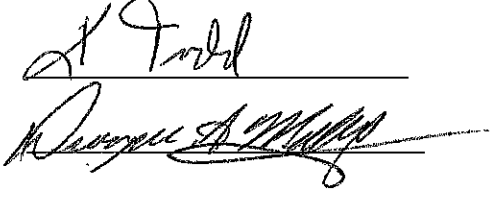
SUBJECT: PART-TIME BUS WASHERS

It is agreed by both parties to the existing Collective Agreement between the Corporation and C.U.P.E. -115, that the classification of Part-Time Bus Washers will be added to the Collective Agreement under the following terms and conditions:

1. The Part-Time Bus Washers will have a separate classification to be added to Article 17 Wages.
2. These employees will begin payment of union dues in accordance with Article 5 Union Membership and Dues and deductions will begin with the next pay period.
3. The employees in the Part-Time bus washer position will be covered by all terms and conditions of the current Collective Agreement covering the Part-Time Transit Employees.
4. The employee employed in the part-time position shall be paid their current rate of pay and will follow the same negotiated increases as that of Part-Time Transit Driver for 2015.

Signed this 26 day of JUNE 2014

For C.U.P.E. Local 115



For the City