

2024– 2027 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION  
OF THE CITY OF BRAMPTON



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #831  
(SUPERVISOR, SERVICE DELIVERY UNIT)



APRIL 1, 2024 – MARCH 31, 2027

**INDEX**

**2024 - 2027 COLLECTIVE AGREEMENT**

**C.U.P.E. LOCAL #831 (SUPERVISOR, SERVICE DELIVERY UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Appendix A – Clothing and Uniforms		38
Arbitration	8	9
Bereavement Leave	13.02	19
Clothing	21	31
Discipline and Records	11	14
Duration	25	33
General Purpose	1	1
Grievance Procedure	7	6
Hours of Work	12	15
Illness & Disability Plan	18	28
Information to the Union	24	33
Injury Allowance	20	31
Insurance	17	26
Job Postings	10	12

**INDEX - C.U.P.E. LOCAL #831 (SUPERVISOR SERVICE DELIVERY UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Jury & Witness Duty Leave	13.03	19
Leaves of Absence	13	18
Letters of Understanding		39
Licencing	23	32
Lieu Time	12.10	17
Long Term Disability <b>Plan</b>	18.03	31
Management Rights	3	2
Meal Allowance	12.09	17
<b>Overtime Regulations</b>	12.03	15
Paid Holidays	15	21
Parking	22	32
Pay Day	14.04	21
Pension Plan	19	31
Personal Leave	13.01	18
<b>Phone-In and Reporting Time</b>	12.11	17
Pregnancy, Parental & Adoption Leaves of Absence	13.06	20
Public Affairs Leave	13.05	20
Rates of Pay	14	21
Recognition	2	2

**INDEX - C.U.P.E. LOCAL #831 (SUPERVISOR, SERVICE DELIVERY UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Seniority	9	10
Schedule 1A for 2024 to 2027 – Rates of Pay		37
Shift Change	12.08	16
Shift Premium	12.07	16
Short Term Disability Plan	18.01 a)	28
Strikes and Lockouts	4	3
Union Leave	13.04	20
Union Representation	6	4
Union Security / Check Off	5	3
Vacation	16	24

**Expiry Date: March 31, 2027**

**THIS AGREEMENT**

**Between:**

**THE CORPORATION OF THE CITY OF BRAMPTON**  
Hereinafter referred to as “the Corporation”

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 831 (Supervisor, Service Delivery Unit)**  
Hereinafter referred to as “the Union”

**ARTICLE 1 – GENERAL PURPOSE**

- 1.01 The City of Brampton is located on the traditional territories of the Mississaugas of the Credit, the Haudenosaunee (Hoh-dee-noh-shoh-nee) and the Wendat First Nations who have called this land home since time immemorial. We acknowledge the Treaty agreed to in the Ajetance Purchase of 1818 and we are committed to our ongoing role in reconciliation through meaningful action that is rooted in truth, justice and respect. We are grateful to the original caretakers of this land who have ensured we are able to work, play and live in Brampton now and in the future.
- 1.02 The Corporation and the Union recognize that a Human Rights Policy is in place. The parties agree to comply with the terms and conditions of the Ontario Human Rights Code.
- 1.03 The parties agree that there shall be no harassment, discrimination, violence, interference, restraint or coercion against any employee for reasons of age, sex, race, colour, religious affiliation, sexual orientation, national origin, ancestry, ethnic origin, citizenship, creed, marital status, family status, disability, handicap or membership in or connection with the Union and that membership in the Union will not be discouraged.
- 1.04 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Corporation, or by any of its members or representatives, and that there will be no solicitation for membership or other Union activity at the place which an employee works during their working hours, except as is provided for under this agreement.
- 1.05 It is the desire of both parties to this Agreement to maintain the existing harmonious relations and conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to

**ARTICLE 1 – GENERAL PURPOSE (continued)**

1.05 cont'd

recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all employees within the bargaining unit.

Therefore, it is now thought desirable that methods of bargaining and all matters pertaining to the working condition of the employees be drawn up in this Agreement.

Now therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 2 – RECOGNITION**

2.01 The Corporation recognizes the Canadian Union of Public Employees agent of all employees in the position of Supervisor of Service Delivery (SSD) Section in the Transit division of the Corporation of the City of Brampton working within the City of Brampton

2.02 A temporary employee shall be defined as an employee hired to replace a regular employee who is on an approved leave of absence, a compensable or non-compensable illness or injury.

**ARTICLE 3 – RESERVATION OF MANAGEMENT RIGHTS**

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

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that they have been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
- b) select, hire, direct, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire employees in accordance with the terms of the Collective Agreement.

### **ARTICLE 3 – RESERVATION OF MANAGEMENT RIGHTS (continued)**

- 3.02 The Corporation may discharge or terminate a probationary employee at any time. The discharge or termination of a probationary employee may be the subject of a grievance and/or arbitration pursuant to this Agreement only on the grounds that the employer's decision was arbitrary, discriminatory or in bad faith.
- 3.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the Corporation, therefore, retaining all rights not otherwise specifically and expressly covered in this Agreement.
- 3.04 The Corporation agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 The Corporation agrees that it will not cause or direct any lock-out of its employees during the term of this Agreement.
- 4.02 The Union agrees that there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, that will interfere with service during the term of this Agreement.
- 4.03 Employees will not be required to cross a legal picket line in the course of their duties if there is a danger to the health or safety of the employee or imminent threat of damage to property.

### **ARTICLE 5 - UNION SECURITY / CHECK OFF**

- 5.01 The Corporation shall deduct from each pay from the wages of employees in the bargaining unit, dues in accordance with the Constitution and By-Laws of the Canadian Union of Public Employees. The Union shall advise the Corporation, in writing, of the amount of said dues.
- 5.02 Following adequate notice, in writing by the Union, the Corporation agrees to deduct assessments levied by the Union from its members, from the same pay as dues are deducted.
- 5.03 All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Treasurer of Local Union #831, not later than biweekly following such deduction.
- 5.04 The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Union shall notify the Corporation, in writing, of the names of the Steward, Unit Chair, Negotiating Committee members and any other committees. The Corporation shall not be required to recognize any of the above until such notification from the Union has been received.
- 6.02 The Corporation acknowledges the right of the Union to appoint or otherwise select one (1) Steward and a Unit Chair. To be eligible to be a Steward, an employee must have at least completed their probationary period. The number of Stewards may be altered by mutual agreement between the parties, or with the addition of any new dispatch or control room.
- 6.03 It shall be the Steward's duty to represent eligible employees in presenting grievances under Article 7 - Grievance Procedure, attending Attendance Management Meetings and collisions investigations.
- 6.04 The Union acknowledges that the Steward/Unit Chair has regular duties to perform on behalf of the Corporation, therefore, except as otherwise provided in this Agreement, the Steward/Unit Chair shall conduct their activities, if at all possible, outside regular working hours. In a situation that requires a Steward/Unit Chair's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from the appropriate immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld. Stewards/Unit Chairs shall return to their regular duties as expeditiously as possible. The Corporation reserves the right to limit such time if the time requested is unreasonable.
- 6.05 The Corporation acknowledges the right of the Union to appoint or otherwise select up to two (2) employees, plus the President and the 1<sup>st</sup> Vice President of Local #831, to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Corporation to negotiate the renewal of this Agreement.
- 6.06 a) Union Representatives shall receive their regular, straight time rate of pay for all hours spent during their normally scheduled hours of work in representing eligible employees in presenting grievances under Steps 1-3 in Article 7 - Grievance Procedure. Union Representatives shall not receive pay for any other Union activities subject to 6.06 b).
- b) The Negotiating Committee shall receive their regular straight time rate of pay for all hours spent during their normally scheduled hours of work meeting with representatives of the Corporation to negotiate a renewal of this Agreement up to and including mediation.

**ARTICLE 6 - UNION REPRESENTATION (continued)**

6.06 cont'd

- c) The Corporation will make arrangements to facilitate a request for releasing a union representative when required to attend a meeting that was requested by the Corporation.

6.07 The Union Representatives shall have the right at any time to have the assistance of a National Representative of the Union and/or Business Agent/Consultant in all matters covered by this Agreement. The assistance will not unreasonably delay union/management business.

6.08 There shall be a Labour Management/Scheduling Committee, comprised of equal representation from the Union and Management. Union representation will include two (2) employees from the bargaining unit plus the President and the 1<sup>st</sup> Vice President of Local #831. The committee will meet two times throughout the year or when agreed to by the Union President and the General Manager, Transit. The committee will be guided by a Terms of Reference.

6.09 The Union and the Corporation share a mutual interest in having a safe and healthy workplace. The parties agree to recognize a joint health and safety committee for the employees in the classification of Supervisor, Service Delivery in accordance with the requirements under the *Occupational Health & Safety Act* and a representative(s) from the bargaining unit will be a member of the committee.

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

6.11 Supervisory and management personnel shall not work on jobs normally performed by bargaining unit personnel to such an extent that it will cause the lay-off of persons within the bargaining unit.

6.12 Orientation

A member of the Union executive will be provided a time period of up to two (2) hours, as part of the orientation process for the purpose of presenting a Union Orientation program to new bargaining unit employees.

6.13 Union Bulletin Boards

The Corporation will provide bulletin boards for exclusive use of CUPE Local #831 in the following work areas:

- Sandalwood Control/Dispatch Room
- Clark Dispatch Room
- And any new Control/Dispatch Room

## ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of the terms of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that they have been discharged without just cause or where the employer has acted unjustly, improperly or unreasonably.

7.02 Step 1  
If an employee has a complaint, they shall discuss it with their immediate Manager or designate. In order to be considered a grievance, such discussion must take place within ten (10) working days from the time the employee(s) become aware of the event or circumstances giving rise to the complaint. The nature of the grievance, the Article(s) of the Agreement that has been allegedly violated, misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance signed and dated on the appropriate grievance form with the assistance of a Steward or Unit Chair. The Manager or designate shall give the member a written answer to the complaint within seven (7) working days after the initial discussion. Extensions will not be unreasonably withheld. Failing a resolution at Step 1, a grievance shall be processed in accordance with the following procedure:

Step 2  
Within four (4) working days following receipt of the reply in Step 1, the employee, with the assistance of a Steward or Unit Chair or their designate may present the grievance to the Division Head or designate. The Division Head or designate will discuss the grievance with the employee and the Steward or Unit Chair. The Division Head or designate shall give their decision, in writing, to the Steward or Unit Chair within seven (7) working days from the date of the meeting.

Step 3  
Failing settlement in Step 2, the Steward or Unit Chair may, within four (4) working days following receipt of the reply in Step 2, arrange for a meeting to review the matter in dispute. The meeting shall be attended by the Chief Administrative Officer or their designate, and other management representatives when deemed appropriate by the Corporation, the Grievor, the Unit Chair, the Union President or their designate. In the event of a dispute of facts the Union will have the right to bring in the Steward/Unit chair that filed the grievance. Such meeting will be held within seven (7) working days of the request by the Steward or Unit Chair. It is understood that a National Representative of the Union may be present at this meeting should their presence be requested by either party. The Chief Administrative Officer or their designate shall issue their written reply to the grievor and the Steward or Unit Chair within seven (7) working days of the meeting.

## ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

7.03 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances; therefore, it is agreed that there shall be no suspension or interruption of normal operations as a result of any grievance.

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

7.04 A grievor who attends a grievance meeting shall be relieved from duty without loss of pay or be paid for the time while in attendance at the meeting.

### 7.05 Policy Grievance

a) The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed, in writing, within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by the President and 1<sup>st</sup> Vice President of the Local Union or their designates. A meeting shall be held between representatives of the Corporation and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered, in writing, by the Corporation within ten (10) working days from the date of such meeting.

b) The Corporation shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement or where the Union has acted unjustly, improperly or unreasonably commencing at Step 3 of the grievance procedure. The grievance shall be filed, in writing, with the Union by the Chief Administrative Officer or their designate within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Corporation and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered, in writing, by the Union within ten (10) working days from the date of such meeting.

7.06 a) An employee, who has completed their probationary period claiming that they have been suspended from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the Grievance Procedure provided such grievance is lodged with the Division Head or their designate within four (4) working days of the suspension.

**ARTICLE 7 - GRIEVANCE PROCEDURE (continued)**

7.06 cont'd

- b) An employee, who has completed their probationary period claiming that they have been discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the Grievance Procedure provided such grievance is lodged with the Chief Administrative Officer or their designate within four (4) working days of the discharge.
- c) The discharge or termination of a probationary employee may be the subject of a grievance and/or arbitration pursuant to this Agreement only on the grounds that the employer's decision was arbitrary, discriminatory or in bad faith.

7.07 a) Saturdays, Sundays and holidays will not be counted in calculating time limits under this article.

- b) Any grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified, shall be deemed to have been settled. However, time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Corporation and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

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

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

7.10 If final settlement of the grievance is not reached at Step 3 then the grievance may be referred, in writing by either party, to arbitration as provided in Article 8 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 3. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been settled.

7.11 A grievance arising out of a job posting shall be submitted to the Human Resources Division for disposition at step 3.

7.12 The Corporation and the Union may utilize the services of a Grievance Mediator on a mutually agreed upon date, satisfactory to the parties, to resolve outstanding grievances. The cost of the mediator's services will be shared on a fifty percent (50%) basis.

## **ARTICLE 8 - ARBITRATION**

- 8.01 Both parties to this Agreement agree that a properly constituted grievance, as defined in Article 7 - Grievance Procedure, which has been properly carried through all the requisite steps of the grievance procedure outlined in Article 7, and which has not been settled, may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 8.02 The Board of Arbitration shall be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the board.
- 8.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration.
- The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall, within a reasonable time period of the appointment of the second appointee, appoint a third person who shall be Chairperson.
- 8.04 Should the appointees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairperson in accordance with the provisions of the *Ontario Labour Relations Act*.
- 8.05 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 8.06 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.
- 8.07 The Board of Arbitration shall not have jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.08 The Board of Arbitration shall have no jurisdiction to hear a discharge grievance put forth by or on behalf of a probationary employee.
- 8.09 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the Chairperson of the Board of Arbitration.

## **ARTICLE 8 – ARBITRATION (continued)**

- 8.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Corporation and the Union.
- 8.11 Where both parties agree a single Arbitrator with the same limitations and powers as a Board of Arbitrators may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 8.02, 8.03 and 8.04.

## **ARTICLE 9 – SENIORITY**

- 9.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous service as a full-time Supervisor, Service Delivery.
- 9.02 a) An employee shall be considered a probationary employee until they have performed work for 6 (six) months during which period they shall have no seniority rights. The Corporation may request an extension of the probationary period beyond six (6) months, in the event the employee has an approved absence(s) from work during the six (6) consecutive month probationary period. In situations where the probationary period is extended due to a legitimate approved absence(s) from work, the Corporation may extend said probationary period by an amount equal to no more than the time absent. All extensions to the probationary period will be mutually agreed to by the parties and such extensions will not be unreasonably withheld. It is expressly understood by both Parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged or terminated at the sole discretion of the Corporation. The discharge or termination of a probationary employee may be the subject of a grievance and/or arbitration pursuant to this Agreement only on the grounds that the employer's decision was arbitrary, discriminatory or in bad faith.
- b) Upon successful completion of the probationary period, an employee shall be placed on the appropriate seniority list and their seniority date shall be based on their last date of hire as a Supervisor, Service Delivery. Employees acquiring seniority on the same date shall be added to the seniority list in order of the date and time of receipt of their employment application. In the event that the date and time are identical seniority shall be based on alpha order according to the last name. Seniority shall operate on a bargaining-unit-wide basis.
- c) The Corporation agrees to supply the Union with a seniority list. The list will show the employees' current classification, and seniority date. The Corporation will establish and communicate the quarterly bid period dates in advance and will provide the seniority lists to all employees and the Union Executive prior to each bid selection

**ARTICLE 9 – SENIORITY (continued)**

- d) Employees who are members of Local 831 Outside and Office Unit and Professional and Technical Unit that are a successful applicant to the position of Supervisor, Service Delivery shall be permitted to integrate their seniority date into the Supervisor, Service Delivery Unit seniority list.

9.03 An employee's seniority shall be forfeited, and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following reasons:

- a) They voluntarily resigns or quits. An employee shall be deemed to have resigned when:
  - i) they give written notice of their desire to leave the Corporation's employment;
  - ii) they are absent for more than three (3) days without having applied for and obtained leave of absence for a definite period from the Corporation, or in case of substantiated accident or sickness, unless the Corporation is properly notified of such condition by the employee or their agent within the third day of such absence unless in either of the aforementioned situations, an explanation is given that is satisfactory to the Corporation;
  - iii) they fail to report for work at the expiration of a leave of absence or fails to provide an explanation satisfactory to the Corporation, or they use a leave of absence for a purpose other than that for which it was granted; or
- b) they retire or is retired; or
- c) they are discharged for just cause and not reinstated through the grievance procedure; or
- d) they are laid off for a period of twelve (12) months; or
- e) they fail to respond to a recall to work in accordance with paragraph 9.05(b).

9.04 When undertaking a lay-off such lay-offs shall be in reverse order of seniority provided the remaining employees can satisfactorily perform the required work. Recalls from lay-offs shall take place in seniority order.

## **ARTICLE 9 – SENIORITY (continued)**

- 9.05 a) New employees shall not be hired into this bargaining unit until those laid off have been given an opportunity of recall, provided they have the skill, ability and qualifications to perform the work available.
- b) When recalling an employee after lay off, the Corporation shall notify the employee by telephone, if possible, and in any event send a registered letter to the last address of the employee known to the Corporation. The employee shall be allowed ten (10) working days to report for work, however, they must advise the Corporation, within two (2) working days of the receipt of notification of return to work, of their intention to return to work if they wish the Corporation to hold the job open for them for the full ten (10) working day period. If the employee is recalled and advises the Corporation that they are not immediately available for work, other qualified employees may be recalled but shall be temporarily employed until the employee reports within the ten (10) working day period.
- c) It shall be the employee's responsibility to keep the Corporation notified of their address and telephone number so that they can be reached at all times.
- 9.06 a) No employee shall be transferred out of the bargaining unit without their consent. Any employee who is transferred outside the bargaining unit to another CUPE 831 bargaining unit and is subsequently returned to the bargaining unit shall be credited with all seniority previously acquired.
- b) Employees will continue to pay union dues to CUPE for the duration of their upgrade for the sole purpose of maintaining their Home Position.
- c) Employees returning to CUPE 831 who have remained an employee of the Corporation shall be treated in the following way. Their new seniority date shall be established by counting back from the date of re-entry into the bargaining unit, all of the previously credited bargaining unit seniority if they return to their CUPE classification within twelve (12) calendar months. The employee shall not use such seniority to displace another employee at the time of their return. The employee's total corporate service credits, union and non-union, shall be retained by them for the purpose of pension, vacation entitlement and any other related benefits.

## **ARTICLE 10 – JOB POSTINGS**

- 10.01 a) The term "vacancy", as used in this Agreement, shall be defined as an opening in one of the job classifications as set out in Schedule "1" or a new position appropriate for this collective agreement.
- b) When a vacancy, or Longer Term Temporary Assignment / Secondment which comes within the scope of this agreement, occurs, and is one which the Corporation wishes to fill, notice of such vacancy shall be posted internally for a period of five

## **ARTICLE 10 – JOB POSTINGS (continued)**

### 10.01 b) cont'd

(5) working days and qualified bargaining unit employees and employees from the CUPE Outside & Office, and Professional and Technical bargaining units shall have the opportunity to apply for any such vacancies. The notice shall include the nature of the position, the knowledge and education required for the position, the qualifications, ability and skills required, as per the job description, as well as the salary rate. In order to be eligible for the posted vacancy, an employee from the bargaining unit or from the CUPE Outside & Office and Professional and Technical bargaining units must apply within the five (5) working day period.

- c) Temporary vacancies that are less than six (6) months may not be posted subject to the discretion of the Corporation.
- d) If the position is not to be posted the Corporation shall advise the Union of their intention, (i.e. redundancy, etc.) If in the event there are vacant shifts after the declaration of redundancy, the employer will distribute as equally as possible.

10.02 a) Employees (including temporary employees) from the bargaining unit will be considered before employees from the CUPE Outside & Office and Professional and Technical bargaining units. Only if there are no qualified applicants from the bargaining unit will employees from the CUPE Outside & Office and Professional and Technical bargaining units be considered.

- b) Temporary employees shall be considered for full time jobs prior to other outside or non-union employee applications in accordance with the provisions below.

10.03 The Corporation will conduct interviews of qualified candidates, which may include relevant job-related tests of applicants.

10.04 In selecting a candidate, to fill such posted vacancies, the Corporation shall consider:

- i) skills, ability, qualifications, efficiency and experience
- ii) Seniority (on a bargaining unit wide basis)

Where the factors in (i) are considered to be relatively equal, then factor (ii) shall be the determining factor.

10.05 The Corporation may fill any vacancy on a temporary basis pending the selection of a candidate to fill the position.

10.06 The Corporation may establish and administer tests for the purpose of assisting the Corporation in determining an employee's qualifications. Tests shall not be used in an arbitrary manner and may be subject to the grievance procedure.

## **ARTICLE 10 – JOB POSTINGS (continued)**

- 10.07            Upon request, an employee shall receive feedback if they are unsuccessful for a posted job.

## **ARTICLE 11 - DISCIPLINE AND RECORDS**

- 11.01            A copy of any written disciplinary action and coaching letter which is placed in the employee's file of reference will be given to the employee and the Union.
- 11.02            An employee who is required to attend a meeting with their supervisor or other management person for the purpose of receiving a  
- warning  
- reprimand  
- or a disciplinary action of any nature, including suspension or discharge shall be advised of the purpose of the meeting. The employee shall have the right to the presence of a Union representative at this meeting. The Corporation will contact the Union President for termination meetings.
- 11.03            Employees shall be disciplined in private. There will be no more management personnel in attendance than the employee and the appropriate number of Union executives.
- 11.04            A copy of any written disciplinary action which is placed in the employee's file of reference will be given to the employee and the Union. Copies of any written disciplinary action which have been placed in an employee's file of reference shall be removed from the file when the employee has completed two (2) years with a clear disciplinary record.
- 11.05            Copies of any coaching letters and any non-disciplinary letters relating to employee performance which have been placed in an employee's file of reference shall be removed from the file when the employee has completed eighteen (18) months with a clear coaching record, from the date of last occurrence.
- 11.06            Copies of Attendance Management Program (AMP) which have been placed in an employee's file of reference shall be removed from the file eighteen (18) months following the employee's exit from the Attendance Management Program (AMP).
- 11.07            It shall be the right of each employee to review the contents of their employee file of reference, which is housed in Human Resources on request, in the presence of an appropriate official of the Corporation. Should an employee choose to view their employee file, it will be done without loss of pay, one (1) time every calendar year, at a time mutually agreeable between the employee and their immediate supervisor. Any additional file review requests shall be done on their own time without pay. This file will contain all matters pertaining to the employee's employment and is the official employee file of reference. The employee may

## **ARTICLE 11 - DISCIPLINE AND RECORDS (continued)**

11.07 cont'd

choose to have a Union representative present during the review. Expired documents will be destroyed in the presence of the employee by the appropriate official of the Corporation at the time of review.

11.08 Disciplinary action must be applied within three (3) calendar months after the event that give rise to the discipline with the employee. The union and management may agree to extend this timeline in circumstances where an investigation cannot be completed within three (3) calendar months. Agreement of the union will not be unreasonably withheld.

## **ARTICLE 12 - HOURS OF WORK**

12.01 a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, nor of days of work per week, nor of overtime.

b) The workday shall consist of eight (8) consecutive hours, inclusive of a thirty (30) minute meal break in compliance with the *Employment Standards Act (ESA)*. It is understood that flexible working hours may be authorized by the Corporation such that staff can better meet the needs of the Corporation and use their own time more effectively.

c) The normal work week shall consist of forty (40) hours, Monday through Sunday.

12.02 Employees required by the Corporation to work in excess of eight (8) hours daily, as specified in Clause 12.01 b) shall be compensated for such overtime work at the rate of one and one half (1 & 1/2) times regular rates for all authorized excess hours worked.

12.03 Overtime Regulations

The Corporation shall determine the most efficient method of operations including whether to authorize and offer overtime. Employees interested in working overtime shall sign a list posted before the commencement of the new bid period. All call-in overtime offered shall be on an accumulated hours basis from this list, in order of seniority. In the event overtime is authorized, it shall be offered as follows:

i) Extension of the Workday

Authorized overtime immediately following completion of a regular shift, which is anticipated by management to be three (3) hours or less in duration, shall be offered first to the employee performing the assignment.

## ARTICLE 12 - HOURS OF WORK (continued)

### 12.03 cont'd

#### ii) Call-in

In the event that the Corporation offers call-in overtime, it shall be offered to the employee who has signed the overtime list, with the least total accumulated overtime hours for the year to date.

If there are insufficient volunteers, the Corporation shall have the right to have the work performed in any manner it sees fit, including, but not limited to, assignment of work in reverse order of seniority to qualified bargaining unit members.

12.04 A record of overtime work performed will be kept current, showing the name and number of call-in overtime hours worked for each employee.

12.05 Overtime that comes available with one (1) hours' notice or less will not follow the above process.

12.06 Overtime, scheduling and reassignment for all shifts in the classification of Supervisor, Service Delivery unit will not be assigned by any employee in the same classification.

#### 12.07 Shift Premium

A shift premium shall be paid for the shift work starting after 3:00 pm and preceding 3:59 a.m. There shall be no shift premium where another premium applies.

The shift premium shall be \$1.00 per hour.

#### 12.08 Shift Change

An employee should be given as much prior notice as possible before changing their shift hours of work:

- a) Regular shift: The minimum time of such notice must be twelve (12) hours. Any changes to the start time on a shift change must first be agreed upon by the involved Supervisor, Service Delivery.
- b) Relief assignment:
  - i. Employees assigned to a relief assignment will be given at least eight (8) hours' notice.
  - ii. Shift start times can be adjusted by plus or minus one (1) hour.
  - iii. i) and/or ii) can be waived if mutually agreed upon.

**ARTICLE 12 - HOURS OF WORK (continued)**

12.09 Meal Allowance

- a) Employees required to work three (3) hours or more contiguous with their regular workday shall receive a meal allowance of fourteen dollars (\$14.00).
- b) Meal allowance will be paid out by direct deposit on a monthly basis.

12.10 Lieu Time

- a) Time off if granted, will be determined by the Division Director or designate. Such time shall be calculated at appropriate overtime premiums.
- b) When an employee requests lieu time rather than overtime payment, it must be done no later than the end of the authorized overtime period. The employee may request to split overtime hours between lieu time off and paid overtime.
- c) Lieu time off work shall be paid for at the employee's regular rate of pay in effect at the time it is taken regardless of whether the employee was earning a higher or lower rate of pay when the overtime was actually worked.
- d) Lieu time may be accumulated to a maximum of fifty-six (56) hours and is to be used in the lieu year (December 01 – November 30) it is accumulated. Lieu time carryover is limited to five (5) days, additional carryover will only be granted under extenuating circumstances as approved by the Division Head or designate. Lieu time not used or not requested to be carried over shall be paid out at the end of the lieu year.

12.11 Phone In and Reporting Time

- a) In the interest of providing continuity of service to our passengers, employees who are unable to report for work at their normal time, are requested to provide as much notice as possible so that the Corporation can maintain its operational requirements. In reporting inability to report to work, employees shall advise their immediate Supervisor or designate:
  - i) At least one (1) hour prior to the beginning of each assigned shift, giving reasons for such inability; or
  - ii) At least one (1) hour prior to the beginning of the assigned shift and provide a defined period of time they will be away from work. The employee will not be required to call prior to the beginning of each assigned shift if the employee provides a defined period time they may be away from work.
  - iii) Should the absence be less or extend beyond the original defined period of time as per article 12.11 a) ii) above, the employee will be required to

**ARTICLE 12 - HOURS OF WORK (continued)**

12.11 a) iii) cont'd

contact their immediate supervisor with a new defined period of time they will be away from work.

- b) An employee returning to work after an absence as per 12.11 a) above, is required to advise their immediate supervisor or designate at least eight (8) hours prior to the start of their next assigned shift.

**ARTICLE 13 - LEAVES OF ABSENCE**

13.01 Personal Leave

While it is the prerogative of the Corporation to grant a leave of absence, an employee who has completed their probationary period may apply to their Department Head for a personal leave of absence, without pay and without loss of seniority, for a period that shall not exceed one (1) year.

A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave unless the requested leave exceeds two (2) months, wherein a two (2) month written notification shall be required. If the Corporation grants such leave, it shall confirm the terms of the leave in writing and seniority shall continue to accumulate. The minimum time requirements for such leave requests may be waived in extenuating circumstances.

A request for a personal leave of absence will be considered based on, but not limited to, the following criteria: nature of the request; length of service; job performance; and impact on service

Employees on an approved unpaid leave of absence for one (1) month or less will retain full uninterrupted benefit coverage, specifically:

- i) Life Insurance coverage for one (1) month, premiums to be paid by the Corporation;
- ii) Full continuation of Health, Dental and Vision coverage, premiums to be paid by the Corporation;
- iii) Full continuation of Long-term Disability (LTD) benefits for one (1) month provided the employee pre-arranges the payment of the monthly premium in advance. After one (1) month unpaid leave of absence, LTD will be discontinued.

Employees on approved unpaid leave of absence for more than one (1) month and up to twelve (12) months will have the opportunity to continue their existing Health, Dental and Vision coverage, uninterrupted, provided the employee pays the applicable premium in advance to the Corporation.

## ARTICLE 13 - LEAVES OF ABSENCE (continued)

### 13.02 Bereavement Leave

- a) Employees will be allowed a leave of absence with full pay for five (5) working days in the event of a death in their immediate family. Immediate family shall mean spouse, common-law spouse, parent, sibling, child, step-child, grandparent, grandchild, ward and legal guardian.
- b) A common-law spouse shall be defined as a partner with whom the employee is living.
- a) Employees will be allowed a leave of absence with full pay for three (3) working days in the event of a death of their parent-in-law, step-sibling, step-parent.
- d) Employees will be allowed a leave of absence with full pay for one (1) working day in the event of a death of their spouse's grandparent, sibling-in-law, child's spouse or parent's siblings.
- e) Additional leave without pay, without loss of seniority, may be granted at the discretion of the Corporation.

### 13.03 Jury and Witness Leave

In the event that an employee is called for jury duty or witness in any court, except as a witness on their own behalf, the Corporation shall pay the employee their regular pay for each day the employee is required to be absent from work provided that they:

- i) notify the Corporation immediately upon notification that they will be required to attend on jury or witness duty;
- ii) presents proof of service to the Corporation requiring such attendance;
- iii) promptly repays the amount (other than expenses paid to them) which they receive for such attendance;
- iv) reports to work when not required at court.

Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

Where an employee is charged with a criminal or statutory offence directly related to their duties, while on duty, and is subsequently acquitted of such charges or the charges are withdrawn, the employee will be reimbursed for any loss of regular wages incurred as a result of such charges. Where an employee is acquitted of such

**ARTICLE 13 - LEAVES OF ABSENCE (continued)**

13.03 cont'd

charges, the employee will be reimbursed for any reasonable legal expenses provided the Corporation is given an itemized account of all time and expenses.

13.04 Union Leave

- a) Leave of absence without pay and without loss of seniority will be granted to employees to attend functions of the Union, provided that in the opinion of the Corporation it does not interfere with proper and efficient service and operation and such permission shall not be unreasonably withheld. The General Manager, Transit shall make the final decision as to whether an employee can be reasonably spared from their duties for this purpose. The bargaining unit shall be provided one hundred and twenty (120) hours of leave per collective agreement year to be used anytime during the term of the collective agreement. The one hundred and twenty (120) hours maximum does not apply to the Union President and Vice President.
- b) An employee's regular daily wages and benefits premiums shall be paid by the Corporation while in attendance at Union functions described above. The Union shall reimburse the Corporation for such gross wages paid out.

13.05 Public Affairs Leave

The Corporation recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Corporation shall allow leave of absence, without pay and without loss of benefits, so that the employee may be a candidate in federal, provincial or municipal elections.

13.06 Pregnancy, Parental and Adoption Leave

Pregnancy, Parental & Adoption leaves of absences shall be governed by the Ontario *Employment Standards Act* as amended and/or the Corporate Policy as amended/improved during the term of this collective agreement. During the period of these leaves the Corporation shall continue to maintain all Group Insurance Benefits and Service entitlements as stated in the Collective Agreement.

PREGNANCY/PARENTAL LEAVE SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)

Effective the date of approval by Human Resources Services and Development Canada, an employee who is on pregnancy leave or parental leave as provided under Corporate Policy and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be the equivalent to the

**ARTICLE 13 - LEAVES OF ABSENCE (continued)**

13.06 cont'd

difference between eighty-one (81%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements.

All payments shall commence following receipt by Payroll of the employee's proof of Employment Insurance benefit. In the case of pregnancy benefits, SUB payments shall commence following the two week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental leave benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of eighteen (18) weeks. Such SUB payments for pregnancy leave or parental leave do not include any waiting periods.

**ARTICLE 14 - RATES OF PAY**

14.01 The parties agree that the schedule of wages, as set forth in Schedule 1 attached hereto, shall be maintained during the duration of this agreement.

14.02 Each new employee shall, at the time of hiring, receive a letter stating their salary and classification according to Schedule 1.

14.03 Progression from one level to a higher level within a job grade shall be automatic, in accordance with the time periods specified in Schedule 1. When an employee reaches the top pay level within their job grade, they will be entitled to future economic adjustments as negotiated between the Corporation and the Union.

14.04 Pay Day

Employees shall be paid by direct deposit on alternative Thursdays. The Union shall be consulted prior to any change to the pay-day or pay period. Employees have the option of directly depositing a portion of their pay into each of up to two (2) separate accounts, each of which can be at the same or different financial institutions, as designated by the employee.

**ARTICLE 15 – PAID HOLIDAYS**

15.01 a) An employee must be at work on both their regularly scheduled day before and after the holiday to be eligible for holiday pay or provide satisfactory medical evidence and/or explanation as to the reason why they were absent.

**ARTICLE 15 – PAID HOLIDAYS (continued)**

15.01 cont'd

- b) The requirement to be at work on both the day before and the day after the holiday will not be waived in the event of illness/injury unless the employee submits a medical certificate substantiating such absence. This medical certificate must be submitted as soon as practical upon the employee's return to work following the holiday in order to receive payment. However, in no event will a holiday be paid if the injury/illness commenced more than thirty (30) days prior to the holiday.

15.02 The following listing details those days considered as paid holidays by the Corporation:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve (½ day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve (½ day)
National Day for Truth and Reconciliation	

If the Corporation proclaims or declares a holiday on a regular working day, such proclaimed or declared holiday will become a paid holiday in addition to the holidays set out above. Employees will receive no less than the provisions of the *Employment Standards Act*, as amended.

15.03 All statutory holidays will be observed on the date on which they fall unless they are designated by the Transit Department to another day. These days will be observed on days designated by the Transit Department.

15.04 Transit will post a list of the above noted holidays prior to the holiday year.

15.05 a) When the system operates on a paid holiday, the list for sign up will be posted three (3) weeks in advance of the holiday to be worked. Employees wishing to work on the holiday shall so indicate by signing the list. The holiday shifts will be assigned one (1) week in advance, based on seniority and in accordance with *Employment Standards Act*.

- b) If sufficient volunteers are not available to perform the required work on the holiday, the Corporation may assign the work to non volunteer employees who would have normally worked on that day, had it not been a paid holiday, in reverse order of seniority.

- c) On Easter Monday, Remembrance Day and the National Day for Truth and Reconciliation employees will be required to work their regular scheduled hours.

**ARTICLE 15 – PAID HOLIDAYS (continued)**

- 15.06 a) Should any of the above holidays fall on an employee's scheduled day off, payment will be granted in accordance with the Ontario *Employment Standards Act, 2000*, or the employee may choose to list these holiday hours to be taken at a later date, mutually agreed to by the Supervisor and the employee provided it does not interfere with proper and efficient service and operation. However, it must be taken no later than four (4) months of such Statutory Holiday listed.
- b) Should an employee work on a holiday and it is their scheduled day off, they can:
- i. be paid at time and one half (1 ½) for the hours worked in addition to their normal holiday pay at regular time; or
  - ii. be paid at time and one half (1 ½) for the hours worked and list these holiday hours to be taken at a later date, mutually agreed to by the Supervisor and the employee provided it does not interfere with proper and efficient service and operation. However, it must be taken no later than four (4) months of such Statutory Holiday listed.
- c) Should an employee work on a holiday and it is their scheduled workday, they will be paid at time and one half (1 ½) for the hours worked in addition to their normal holiday pay at regular time.
- 15.07 Should a paid holiday fall during a vacation period or short-term disability leave, subject to 15.01 b), an additional day may be scheduled at the end of the leave or at a later date mutually agreed to by the Supervisor and the employee provided it does not interfere with proper and efficient service and operation. However, it must be taken no later than four (4) months of such Statutory Holiday listed.
- 15.08 Employees will receive no less than the provisions of the *Employment Standards Act*, as amended.
- 15.09 Eligible employees shall receive pay at their basic rate for their normally scheduled daily hours for each paid holiday unless otherwise provided for in the collective agreement.
- 15.10 Employees off work due to an unpaid leave of absence exceeding 30 days, or who have made a claim for Workplace Safety and Insurance benefits, or are on suspension, or on layoff, will not be entitled to receive pay for any paid holiday occurring within any such period.
- 15.11 Where the paid holiday occurs in the period in which the employee is on their scheduled vacation, or on a scheduled day off, the employee shall receive a day off with pay in lieu at a time to be mutually agreed upon.

**ARTICLE 16 – VACATION**

16.01 a) Vacations with pay for employees shall be granted on the basis of length of continuous service as a full-time, regular employee of the Corporation as of December 31st in the vacation year as follows:

Years of Service	Vacation
Less than one (1) year of continuous service as of December 31st of any year	One (1) day per month of service to a maximum of ten (10) days entitlement and shall be paid for such time at their regular daily rate of pay
One (1), but less than two (2) years of continuous service as of December 31st of any year	Ten (10) days entitlement and shall be paid for such time at their regular daily rate of pay
Two (2), but less than eight (8) years of continuous service as of December 31st of any year	Fifteen (15) working days and shall be paid for such time at their regular daily rate of pay
Eight (8), but less than fifteen (15) years of continuous service as of December 31st of any year	Twenty (20) working days and shall be paid for such time at their regular daily rate of pay
Fifteen (15) but less than twenty-three (23) years of continuous service as of December 31st of any year	Twenty-five (25) working days and shall be paid for such time at their regular daily rate of pay
Twenty-three (23) years or more of continuous service as of December 31st of any year	Thirty (30) working days and shall be paid for such time at their regular daily rate of pay

b) The employee’s regular daily rate of pay for vacation pay calculations shall not include shift premiums, overtime premiums, alternate pay, or any other premiums except as otherwise provided. Vacation usage shall be deducted hour for hour based on the employee’s schedule.

16.02 a) Vacation shall be scheduled during the period January 1st to December 31st each year. Employees shall not draw pay in lieu of vacation.

b) Both parties recognize the mutual benefits of employees taking vacation entitlement during the calendar year. Vacation carryover is not encouraged.

**ARTICLE 16 – VACATION (continued)**

16.02 b) cont'd

Carryover of up to one week will be granted under extenuating circumstances as approved by the Division Head or designate.

16.03 Employees leaving the employ of the Corporation during the vacation year shall have their vacation wages adjusted on a pro rata basis in accordance with the employee's entitlement under this plan at the date of leaving.

16.04 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.

16.05 Full annual vacation pay entitlement will not be paid out in advance. Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days.

16.06 In scheduling the vacation of employees, preference in the choice of dates of vacations will be given to employees having regard to their respective seniority within the bargaining unit and will be done in accordance with the vacation sign up procedure.

16.07 Once the vacation schedule has been published, any modifications will only occur if there is mutual agreement between the Employer and the Employee(s).

16.08 **Vacation Accrual Period and Entitlement Period**  
This clarifies the accrual of vacation entitlement and the entitlement period

*Vacation Accrual (Earned) Period:* Vacation is earned between July 1<sup>st</sup> (previous year) and June 30<sup>th</sup> of the vacation year.

*Vacation Entitlement Period:* Based on full years of service as of December 31<sup>st</sup> of the vacation year.

*Vacation Scheduling Period:* January 1<sup>st</sup> to December 31<sup>st</sup> of the vacation year.

16.09 Vacation Accrual

Vacation ceases to accrue for any of the following:

- a) When an employee is on a personal leave of absence without pay for a period greater than thirty (30) consecutive calendar days;
- b) When an employee is on layoff for a period of greater than thirty (30) calendar days;

**ARTICLE 16 – VACATION (continued)**

16.09 cont'd

- c) When an employee is receiving LTD benefits and is permanently disabled with an indefinite unknown return to work date.

**ARTICLE 17 – INSURANCE**

17.01 The Corporation shall pay, on behalf of all eligible, full-time employees, the full one hundred percent (100%) cost of the premiums of the following benefits, subject to the terms, conditions and regulations of the policy or plan:

- a) Ontario Health Insurance Plan (O.H.I.P.) (on behalf of the employee who is the principal wage earner of their family unit).
- b) Extended Health Care Plan (including emergency travel assistance) (Please refer to the current Group Benefit Plan for coverage details)
- c) Group Life Insurance for an amount equivalent to double (2 times) the employee's annual gross salary for normal death and an amount equivalent to four (4) times the employee's annual gross salary in the event of accidental death. The total payout in either situation will be to the higher \$1,000.
- d) A Dental Plan equivalent to the Blue Cross #9 Comprehensive Dental Plan, including space maintainers, Orthodontic services Rider #3 (50-50 co-insurance with \$3500 Lifetime maximum), Dentures (50-50 co-insurance with \$3500 per person annual limit, July 1 – June 30) and Major Restorative (50-50 co-insurance with \$3500 (effective January 1, 2020) per person annual limit, July 1 - June 30) based upon the O.D.A. Fee Schedule as follows:

The O.D.A. Fee Schedule shall be automatically updated by the Corporation every year on January 1<sup>st</sup> to provide the current year O.D.A. Fee Schedule.

- e) Effective January 1, 2025:  
Vision Care Plan - equivalent to the Blue Cross Vision Care Plan.  
\$550/24

Eye examinations and laser eye surgery included as eligible expenses.

Employees will be reimbursed 100% towards the cost of laser eye surgery to a maximum of up to \$550 (a one-time combined total of \$1,100) upon submission of original receipts. Please note further vision care claims will not be allowable for 48 months following the date of laser eye surgery.

- f) Prescription Drug Plan - .35 cents per prescription drug plan.

**ARTICLE 17 – INSURANCE (continued)**

17.01 cont'd

- g) i. Effective March 31, 2027, full time, regular employees will have access to a Health Care Spending Account (HCSA) of \$700 per year subject to the terms, conditions and regulations of the policy or plan.
- ii. The HCSA is \$700 per year and there is no carry over amount into the following year. Qualifying expenses will be reimbursed as per the requirements on the plan.

17.02 Except as provided in Article 17.03, employees shall be entitled to any of the Corporation's paid benefits identified in this article and Article 19 below.

17.03 Retiree Benefits

Any member who retires prior to age 65 shall have their health benefits, per the current Collective Agreement 100% paid for by the Corporation provided they are 55 years of age or older and retire after at least 10 years working for the Corporation directly preceding retirement, and are in receipt of an OMERS pension.

The 100% coverage of health benefits for spouses would continue after death of the qualifying Employee for spouses and dependents, to the end of the year in which the retired Employee would have turned 65, or the end of year in which the spouse turns 65, or immediately upon the spouse remarrying, whichever occurs first. Thereafter the spouse shall have the option of purchasing the Plan Direct (Comprehensive Plan) or any other mutually agreed to plan, at the same cost as a retired Employee.

The Corporation shall preserve Plan Direct (Comprehensive Plan), or any other mutually agreed to plan, for single, couple, or family coverage on behalf of Retirees over the age of 65. The retired Employee choosing to purchase Plan Direct (Comprehensive Plan), or any other mutually agreed to plan, after age 65, shall pay the full premium cost for this health benefit.

17.04 If the Corporation changes carriers for health and medical benefits, coverage shall be equivalent to the coverage outlined in Article 17. The Corporation will provide the Union with a copy of the contract with carrier of benefits.

17.05 The Corporation will apply annually to Human Resources Development Canada for the Employment Insurance (E.I.) premium reduction to take effect. The Corporation will notify the Union of the outcome of such application.

## **ARTICLE 17 – INSURANCE (continued)**

17.01 cont'd

Should the Corporation's application be approved, the parties agree to the following with regard to the disposition of the employees' share of the E.I. premium reduction:

As soon as practical, in the first quarter of each year, the Corporation shall calculate the total employee share of the Employment Insurance premium reduction for the previous year for employees of CUPE Local #831, Transit Unit. The Corporation shall then remit such amount to the Union.

## **ARTICLE 18 – ILLNESS/DISABILITY PLAN**

### 18.01 Illness/Disability Plan

Weekly illness/disability benefits will be provided via a benefit plan. Coverage in the event of a legitimate claim for illness/disability will be a "Short Term Disability Plan" described below.

An employee may request Union representation when discussing their short-term disability claim(s) with Human Resources staff. Upon request, an employee may review the contents of their medical file in the presence of an appropriate Human Resources staff member.

#### a) Short Term Disability Plan

- i) A short term disability plan will be provided to eligible full time, regular employees who will not be required to pay any monthly premium costs.
- ii) An employee shall commence coverage under the plan on the first day of the fourth (4th) month after date of commencement of employment with the Corporation.
- iii) Benefits will be paid as follows:

Absences of three (3) working days or less in duration for an illness or injury will be regarded as "incidental absence" and will not require medical certification on Corporation medical forms. A qualified employee will receive full pay for incidental absences. However, an employee's attendance (and punctuality) is essential to the efficient operation of their department. If an employee's attendance record indicates an unsatisfactory number of these one (1), two (2) or three (3) working day absences, the Corporation may require medical verification on its medical forms and will follow-up appropriately as required.

All incidental absences shall be paid based on the scheduled daily hours for the day in which the absence is taken.

**ARTICLE 18 – ILLNESS/DISABILITY PLAN (continued)**

18.01 a) cont'd

Absence for illness/injury which extend beyond three (3) working days will require medical verification on appropriate forms to be provided by the employee from their doctor.

These medical verification forms are to be obtained from the Human Resources office and must be returned there before weekly/daily benefits are authorized for payment. The Corporation will reimburse the employee for all doctor's certificates.

An employee will receive pay as per the following service schedule from the first day of verified medical absence for the first three (3) absences of three (3) or more consecutive days within a twelve (12) calendar month period. If the frequency of absence is greater than the three (3) provided for here in a twelve (12) calendar month period, the employee will suffer loss of pay as follows:

- 4th absence in a 12-calendar month period - employee will not be paid for 1st day of absence.
- 5<sup>th</sup> and subsequent absences in a 12-calendar month period - employee will not be paid for the first two days of absence.

Benefits under this section for other than the whole week shall be paid on a basis of 1/5 of the weekly benefit for each working day the employee is disabled.

- iv) Short Term Illness/Disability benefits are not payable:
  - i) during any period of paid holidays, vacation with pay, leave of absence, suspensions;
  - ii) for any disability covered under the Workplace Safety and Insurance Act or similar legislation; or
  - iii) at the date of layoff if the disability started within two months of the day of layoff and notice of layoff was given prior to the occurrence of the disability.

In all other cases, S.T.D. benefits will continue after layoff until the earlier of recovery or the end of the 15 weeks of entitlement under the S.T.D. plan.

Subject to 18.02, if an employee becomes injured or sick while on vacation, their vacation will be stopped at that point and a claim for weekly benefits will be allowed provided medical verification is provided on the appropriate forms. At the completion of the disability period the employee may request their immediate supervisor to re-schedule the unused vacation period at a mutually acceptable future time period.

**ARTICLE 18 – ILLNESS/DISABILITY PLAN (continued)**

18.01 a) cont'd

Benefits will be applicable for up to fifteen (15) weeks for each separate period of illness/disability on a variable scale, time-wise, depending on length of service with the Corporation. The salary benefit is set out below.

Periods of absence separated by less than two (2) weeks of continuous full-time employment will be subject to the fifteen (15) week maximum benefit period. If subsequent absence arises from causes unrelated to the previous disability, the fifteen (15) week maximum benefit period is reinstated.

<u>Length of Service</u>	<u>Full Weekly Salary</u> (Shift Premiums, Overtime or any other bonuses not included)	<u>2/3 of Weekly Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 yr	Nil	15 weeks
1 year but less than 2 yrs	2 weeks	13 weeks
2 years but less than 3 yrs	3 weeks	12 weeks
3 years but less than 4 yrs	4 weeks	11 weeks
4 years but less than 5 yrs	5 weeks	10 weeks
5 years but less than 6 yrs	6 weeks	9 weeks
6 years but less than 7 yrs	7 weeks	8 weeks
7 years but less than 8 yrs	8 weeks	7 weeks
8 years but less than 9 yrs	9 weeks	6 weeks
9 years but less than 10 yrs	10 weeks	5 weeks
10 years but less than 11 yrs	11 weeks	4 weeks
11 years but less than 12 yrs	12 weeks	3 weeks
12 years but less than 13 yrs	13 weeks	2 weeks
13 years but less than 14 yrs	14 weeks	1 week
14 years or more	15 weeks	Nil

18.02

If an employee becomes injured or sick while on vacation, their vacation will be stopped at that point and a claim for weekly benefits will be allowed provided medical verification is provided on the appropriate forms. At the completion of the disability period the employee may request their immediate supervisor to re-schedule the unused vacation period at a mutually acceptable future time period. For the purpose of this paragraph, injured or sick is defined as:

an illness where an employee has been ordered to bed for a period of three (3) days or more, or an illness requiring hospitalization.

## **ARTICLE 18 – ILLNESS/DISABILITY PLAN (continued)**

### **18.03      Long Term Disability Plan (LTD)**

- a) For illnesses/disabilities that extend beyond the Short Term Disability fifteen (15) week period, a Long Term Disability (LTD) plan will be arranged by the Union.
- b) All employees will be required to participate in the LTD plan and pay premiums.
- c) Following adequate notice, in writing by the Union, the Corporation agrees to deduct monthly premiums payable for the LTD benefits from the employee over two pay periods in the month.
- d) All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Financial Secretary of Local Union 831, not later than biweekly following such deduction.
- e) The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted under this Article.

## **ARTICLE 19 - PENSION PLAN**

19.01      The Corporation agrees to continue in operation the present Pension Plan, Ontario Municipal Employees Retirement System (OMERS), with the cost apportioned between the Corporation and the employee as set out in the regulations of the Plan.

19.02      Normal retirement is on the employee's sixty-fifth (65th) birthday or if requested by the employee, to the end of the month.

## **ARTICLE 20 – INJURY ALLOWANCE**

20.01      An employee who is injured while at work and, as a result of such injury, is certified as unfit to complete the working day or shift, shall receive pay at the regular rate for time lost on the day that such injury is sustained, as required by the *Workplace Safety and Insurance Act*.

## **ARTICLE 21 - CLOTHING**

21.01      Where the Corporation requires employees to wear clothing and/or uniforms in the performance of their duties, such clothing and/or uniforms will be provided at no cost to the employee.

## **ARTICLE 21 – CLOTHING (continued)**

- 21.02 Employees who received an issue of clothing and/or uniforms, must wear such clothing and/or uniforms while at work for the Corporation. Employees wearing uniforms or clothing are to look professional, neat, clean and tidy and be in accordance with Corporate Policies.
- 21.03 All clothing and/or uniforms issued shall remain the property of the Corporation and must be returned to the Corporation upon termination, transfer, or when an employee is issued a replacement as indicated above.
- 21.04 Protective Wear will be provided as required and without expense to employees, according to the hazards identified in the position. Employees shall wear protection appropriate in the circumstances.
- 21.05 Prior to the Corporation issuing a tender for uniforms, two (2) employees as designated by the Union President shall meet with staff as a uniform committee for the purpose of discussing fabric blends and winter/summer fabric weights. Recommendations of the uniform committee will not be unreasonably withheld.
- 21.06 Upon full-time hire employees will be provided, within a reasonable period of time, with an initial allotment of clothing as determined by management.

## **ARTICLE 22 - PARKING**

- 22.01 Employees will be reimbursed for pre-approved parking while attending work related training.

## **ARTICLE 23 – LICENCING**

- 23.01 The Corporation will reimburse each employee, required to maintain a CZ licence in good standing as part of their duties, up to one hundred dollars (\$100) to cover the cost of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario.

If the employee is required by the Ministry of Transportation of Ontario to submit a medical report more frequently than above, or additional medical is required for the employee to maintain licencing for the essential duties of their position, the Corporation will reimburse the employee up to one hundred dollars (\$100) per occurrence, as long as the Corporation has been provided with supporting documentation from the Ministry of Transportation of Ontario to justify the requirement. The employee will be required to produce evidence of payment.

## ARTICLE 24 – INFORMATION TO THE UNION

- 24.01 All correspondence between the parties hereto arising out of this agreement, or incidental thereto, shall pass to and from the Director of Human Resources or designate, of the Corporation and the President of the Union or their designate, or as otherwise set out in the collective agreement.
- 24.02 The Human Resources Division will provide the Collective Agreement in electronic format upon request. The Collective Agreement and amendments will be provided to the Union to post on all Union bulletin boards.
- 24.03 The Corporation will make all Corporate Policies that affect CUPE members readily accessible.
- 24.04 The Corporation will make the terms of benefit coverage readily accessible to all employees in electronic format upon request and amendments will be distributed to all employees with the pay stub.
- 24.05 The Corporation will provide access to the Brampton Transit organizational chart upon request of the Union President within 15 days of the request.
- 24.06 a) The Union President or designate will be provided with electronic and hard copies of the following documents: Seniority Lists.
- b) Job Descriptions will be provided when required.
- c) The Union President or designate will be provided with current CUPE Job Postings electronically, upon request.
- d) The Corporation will make a monthly list accessible to the Union President indicating the employment status of employees.
- 24.07 Correspondence can be filed electronically between the parties.

## ARTICLE 25 – DURATION

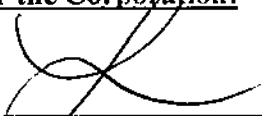
- 25.01 This Agreement shall be in effect **April 01, 2024**, and unless either party gives notice in writing to the other party to the terms of this Agreement, that amendments are required, or that the party intends terminating the Agreement, then it shall automatically continue in effect until **March 31, 2027**, and from year to year thereafter.
- 25.02 Notice that amendments are required may only be given within the ninety (90) day period prior to the expiration date of the collective agreement or any succeeding anniversary date. The Agreement shall continue in operation, after giving notice, in accordance with the provisions of the Ontario Labour Relations Act.

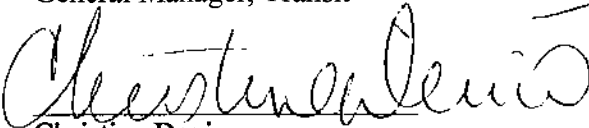
**ARTICLE 25 – DURATION (continued)**

- 25.03 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days or such time as may be agreed upon after the giving of such notice and shall negotiate in good faith.
- 25.04 It is understood that during the negotiations following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

This agreement was reached between the following bargaining committees on November 12, 2024, and was ratified by City Council on November 20, 2024, and by the Union membership on November 15, 2024.


**For the Corporation:**

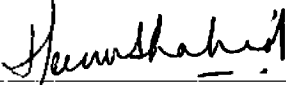
  
Heidi Dempster  
General Manager, Transit

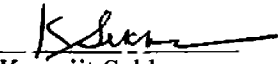
  
Christine Devine  
Acting Manager, Labour Relations

  
Kelley Terry  
Senior Advisor, Labour Relations

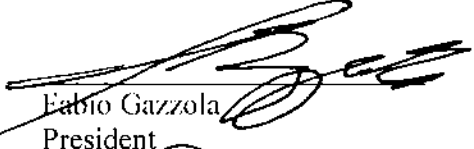
  
Ryan Booth  
Director, Transit Operations & Maintenance

  
Noufaiz Akbar  
Senior Manager, Transit Operations

  
Heena Kausar Sheikh  
Senior Supervisor Operations

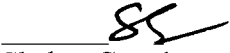
  
Karmjit Sekhon  
Associate, Labour Relations

**For the Union:**

  
Fabio Gazzola  
President

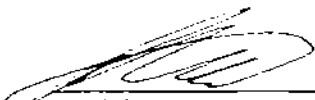
  
Ryan Smart  
Vice President

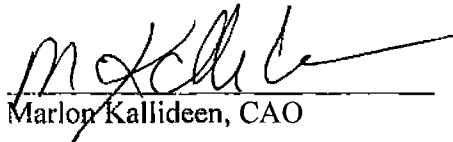
  
Manny Reisman

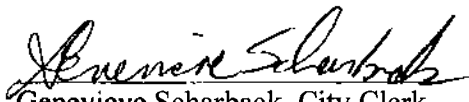
  
Shekar Goyal

Duly executed in the City of Brampton by the parties.

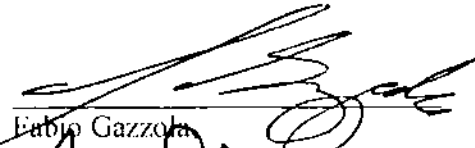
**For the Corporation:**

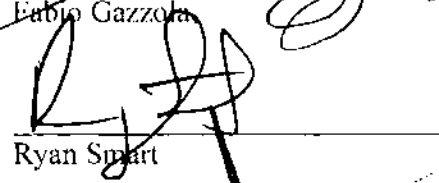
  
\_\_\_\_\_  
Patrick Brown, Mayor

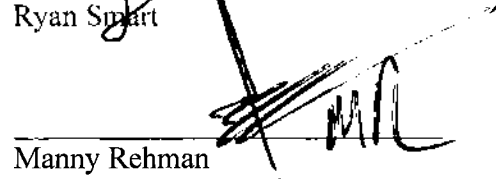
  
\_\_\_\_\_  
Marlon Kallideen, CAO

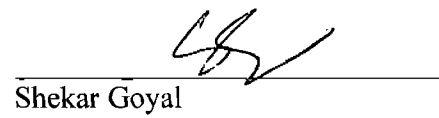
  
\_\_\_\_\_  
Genevieve Scharback, City Clerk

**For the Union:**

  
\_\_\_\_\_  
Fabio Gazzola

  
\_\_\_\_\_  
Ryan Smart

  
\_\_\_\_\_  
Manny Rehman

  
\_\_\_\_\_  
Shekar Goyal

Document execution authorized  
by By-Law C225-2024

**SCHEDULE "1A"  
SUPERVISOR, SERVICE DELIVERY CUPE LOCAL #831**

GRADE/ POINTS	TITLE	JOB CODE	DEPARTMENT	DIVISION	April 1, 2025 to March 31, 2026 (3.0%)			
					First Step	Second Step	Job Rate	Hourly Rate Annualized*
670	Supervisor, Service Delivery		Operations	Transit	\$47.05	\$49.53	\$52.13	\$108,430.40

GRADE/ POINTS	TITLE	JOB CODE	DEPARTMENT	DIVISION	April 1, 2026 to March 31, 2027 (3.0%)			
					First Step	Second Step	Job Rate	Hourly Rate Annualized*
670	Supervisor, Service Delivery		Operations	Transit	\$48.46	\$51.02	\$53.69	\$111,675.20

Annualized salary is for information purposes only. \*

Job descriptions are used for the purpose of describing the general nature of the employee's duties. The Corporation has the right to assign job related duties other than those specifically mentioned in such job description due to the nature and size of the operation

\* Employees will commence at the first step rate. after 12 months employees will receive the second step rate and after 24 months employees will receive the job rate.

## Appendix A

### Clothing and Uniforms

Clothing/Uniform Entitlements in Appendix A are subject to the Provisions of Article 21 – Clothing

Transit Unit
First Clothing/Uniform Issuance
Initial Allotment from the following list: <ul style="list-style-type: none"><li>3 - pairs of trousers</li><li>5 - white shirts (L/S and/or S/S)</li><li>2 - combination of sweaters/fleece</li><li>1 - 3-in-1 regular winter jacket</li><li>1 - Hi-Visibility winter jacket</li><li>1 – Rain jacket with Gore-tex</li><li>1 – Rain jacket hood</li><li>1 – Rain pants with Gore-tex</li><li>1 – Toque</li><li>1 – Baseball cap</li></ul>

\* Other items, such as footwear, are available for selection using the established point system and process the following year after the initial allotment is provided.

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

Re: Additional Union Representative

The parties agree to discuss whether or not there is a requirement for an additional union representative once the new Transit facility becomes fully operational. This discussion will occur prior to the facility becoming fully operational.

---

Dated this 20<sup>th</sup> day of July, 2023, in the City of Brampton.

For the Corporation:

For the Union:

---

Jane Metras-Smith  
Senior Advisor, Labour Relations



---

Fabio Gazzola  
President, CUPE Local #831

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

Re: Shift Exchange Process

The Corporation will be undertaking a review of the current shift exchange process and practice with a view to developing a Standard Operating Procedure (SOP). Once the SOP has been developed, the Corporation agrees to meet with the Union for discussion purposes, prior to implementation of the SOP.

---

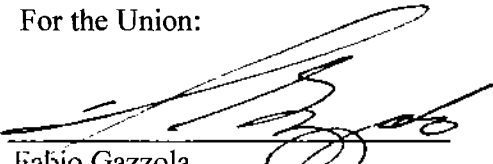
Dated this 8<sup>th</sup> day of November, 2023, in the City of Brampton.

For the Corporation:

---

Jane Metras-Smith  
Senior Advisor, Labour Relations

For the Union:



---

Fabio Gazzola  
President, CUPE Local #831

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

Re: Labour Management/Scheduling Committee

To allow employees an opportunity to discuss shift schedules, the parties agree that once the committee is established as per the collective agreement, the first meeting will be dedicated to scheduling discussions and the union will be able to bring an additional representative for this initial meeting. The intent of the additional representative is to discuss improvements to the schedule and will not be a permanent member of this committee. This additional representative will not be required on an on-going basis but if mutually agreed by the parties, may be asked to attend additional meetings.

---

Dated this 10<sup>th</sup> day of January, 2024, in the City of Brampton.

For the Corporation:

For the Union:

\_\_\_\_\_  
Jane Metras-Smith  
Senior Advisor, Labour Relations

  
\_\_\_\_\_  
Fabio Gazzola  
President, CUPE Local #831

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

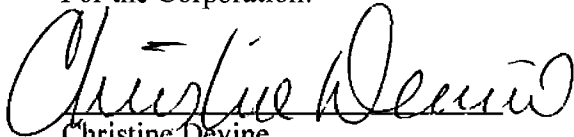
Re: Job Evaluation

The Corporation agrees to review the Supervisor, Service Delivery position through the job evaluation process by March 31, 2025.

---

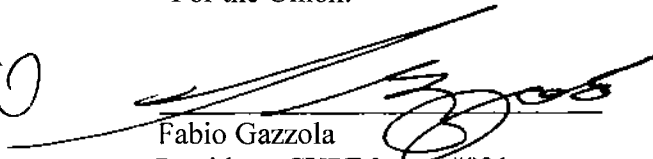
Dated this 12<sup>th</sup> day of November, 2024, in the City of Brampton.

For the Corporation:



Christine Devine  
Manager, Labour Relations

For the Union:



Fabio Gazzola  
President, CUPE Local #831

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

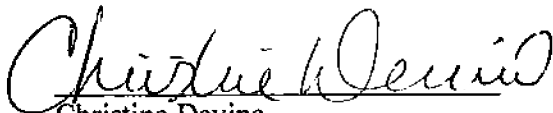
Re: Additional Week of Vacation

Full-time employees are entitled to an additional week of vacation, as a one (1) time only allotment, in their 20th, 25th, 30th and 35th years of service with the Corporation.

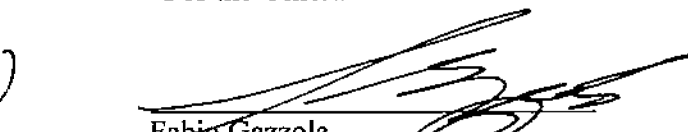
---

Dated this 12<sup>th</sup> day of November, 2024, in the City of Brampton.

For the Corporation:

  
Christine Devine  
Manager, Labour Relations

For the Union:

  
Fabio Gazzola  
President, CUPE Local #831

Letter of Understanding  
Between  
The Corporation of the City of Brampton  
(The Corporation)  
And  
The Canadian Union of Public Employees, Local 831 (TRANSIT UNIT)  
(The Union)

Re: Written Consents Under the *Employment Standards Act* ("ESA")

WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the Collective Agreement and which are allowed by the *Employment Standards Act, 2000* ("the Act");

NOW THEREFORE the Parties agree that this Memorandum amends the Collective Agreement and it is considered to be a part of, and subject to, the Collective Agreement.

1. This agreement shall apply to employees who are governed by Part VII of the Act, as provided in the Act and its Regulations.
2. In accordance with section 17(2) of the Act, the Union agrees that bargaining unit employees may work in excess of eight (8) hours per day or in excess of their regular workday, which may be longer than eight (8) hours, subject to the hours of work provisions of the Collective Agreement.
3. In accordance with section 17(3) of the Act, the Union agrees that bargaining unit employees in the following classifications may work in excess of forty-eight (48) hours per week to a maximum of seventy (70) hours per week, subject to the payment of applicable overtime provisions within the Collective Agreement:

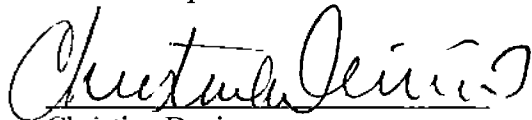
Supervisor, Service Delivery

4. For the purposes of this agreement a week shall be defined as:  
Monday to Sunday.
5. Employees are entitled to have a minimum of twelve (12) hours free from the performance of work between regular scheduled shifts subject to the provisions of the Collective Agreement.
6. Under no circumstances will any employee be required or allowed to work more than sixteen (16) hours within a twenty-four (24) hour period without an eight (8) hour break subject to the provisions of the Collective Agreement and subject to section 18 of the Act.

7. All rights, premiums, breaks, allowances and any other benefits per the current Collective Agreement, as well as any and all understandings between the parties, shall continue to apply when working under this Memorandum of Agreement.
  8. The Union President has the right to request for information on hours worked in excess of forty-eight (48) hours per week, on an annual basis.
  9. This Memorandum of Agreement shall apply only to the term of this collective agreement. This agreement cannot be revoked by either party unless the Union, on behalf of the employees, and Management, on behalf of the Employer, both agree in writing.
- 

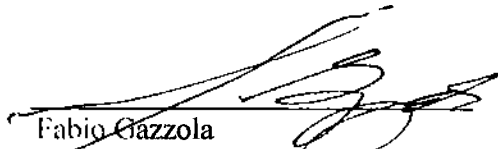
Dated this 12<sup>th</sup> day of November, 2024, in the City of Brampton.

For the Corporation:



Christine Devine  
Manager, Labour Relations

For the Union:



Fabio Gazzola  
President, CUPE Local #831