

COLLECTIVE AGREEMENT

Between:

**AMALGAMATED TRANSIT UNION
LOCAL 113**
(hereinafter referred to as the "Employer")

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION
LOCAL 343**
(hereinafter referred to as the "Union/COPE")

2016 - 2018

COLLECTIVE AGREEMENT

Between:

**AMALGAMATED TRANSIT UNION, LOCAL 113
(hereinafter referred to as the "Employer")**

-and—

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343
(hereinafter referred to as the "Union/COPE")**

ARTICLE 1 — RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for its' clerical employees excluding one Legal Secretary and Office Manager.
- 1.02 The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working force of the Employer. Without limiting the generality of the foregoing, the Employer retains the right to determine the existence of vacant positions and the classification of vacant positions which are to be filled; to transfer staff; and to reallocate work assignments. The Employer shall exercise its rights in a manner consistent with the Agreement as a whole.

ARTICLE 2 — UNION SECURITY

- 2.01 Any person hereafter employed shall be required to join the Union within 30 days after date of hiring.
- 2.02 All present employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of this Agreement.
- 2.03 The Employer shall deduct, on a bi-weekly basis, the current monthly dues of any employee covered by this Agreement and forward same to the Union at the end of the month. Temporary employees working 24 hours or less per week shall also pay monthly dues.
- 2.04 There shall be no contracting out of bargaining unit work. Persons outside the bargaining unit shall not perform bargaining unit work with the exception of an office manager (job description attached), accountant, as well as legal counsel during contract negotiations.

- 2.05 Probationary Period —** New employees shall be on probation until they complete six months' of continuous service with the Employer. During this period their progress shall be reviewed with them periodically. If a probationary employee's services are proving unsatisfactory, the employee's case shall be discussed with the Union as may be necessary and in advance of release from employment. Should a review show that the joint efforts of the parties hereto have failed, then the employee shall be released from service.

ARTICLE 3 — SENIORITY

- 3.01** Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of a probationary period of 180 days, effective from date of hiring, at which time they will be notified of their status.
- 3.02** In promotion, lay-offs, vacations and all other privileges, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.
- 3.03** The seniority rights of an employee shall be terminated and the employee shall be terminated if the employee:
- a) voluntarily leaves the employ of the Employer;
 - b) is discharged for cause;
 - c) is absent from work for three working days or more without reasonable cause;
 - d) is absent from work for three working days or more due to sickness or disability without notifying the Employer, unless failure to notify is for reasonable cause;
 - e) is absent from work due to sickness or disability for three (3) working days or more and fails to produce a medical certificate upon request, from a duly qualified practitioner verifying such absence from work due to sickness or disability;
 - f) is not recalled to work after being laid off from work for a period of twelve (12) months.
- 3.04** In the case of a lay-off where an employee is not recalled for a period of twelve (12) months, the employee shall be provided with a severance payment equivalent to two (2) weeks of pay per year of service, to a maximum of twenty (20) weeks. This amount shall be inclusive of any entitlements to termination pay and severance pay (if applicable) that may be owed under the Employment Standards Act, 2000.

ARTICLE 4 — SALARIES

4.01 All positions following ratification will be classified as Administrative Assistant.

The rate of pay for all current employees will be subject to the following increases:

- 2% increase, October 1, 2016
- 2% increase, October 1, 2017
- 2% increase, October 1, 2018

	October 1, 2016 2%	October 1, 2017 2%	October 1, 2018 2%
Shirley Edwards	\$1243.91	\$1268.79	\$1294.16
Maddy Pasqualino	\$1178.10	\$1201.66	\$1225.70
Diane Cyr	\$1178.10	\$1201.66	\$1225.70
Laurie Clarke	\$1178.10	\$1201.66	\$1225.70
Jessica Parchewsky	\$1178.10	\$1201.66	\$1225.70

The new rate for Administrative Assistant-Level 2 will be \$1846.00 biweekly.

<u>Start Date — one year anniversary</u>	<u>\$711/week*</u>
<u>One year — two years</u>	<u>\$817/week</u>

*2 percent increase will not be applicable for the first year

New Employees – 2 Year Progression Rate

ARTICLE 5 — HOURS OF WORK

5.01 Office Coverage - The work week consists of five (5) days of seven (7) hours each day — Monday to Friday inclusive with the core office hours being 8:00 a.m. to 4:00 p.m.

5.02 Overtime — No overtime shall be worked without the prior approval of the Office Manager or President/Business Agent or their Designate. Time worked over six and one half (6 1/2) hours in any day up to four (4) hours shall be paid for at the rate of time and one half (1 1/2) the regular rate of pay. All time worked after four (4) hours Monday to Friday shall be paid for at the rate of double time. All time worked on Saturday and Sunday shall be paid at double the regular rate of pay.

- 5.03 Fridays during summer months — From the Victoria Day Weekend until the Labour Day Weekend- the office hours will be 8:00 A.M. to 3:00 P.M. The Board Members will be paged their messages prior to departure.
- 5.04 Employees shall be entitled to a fifteen (15) minute rest period in the a.m. of each day. No more than two employees shall be on break at any one time.
- 5.05 The lunch hour shall be staggered according to seniority and shall be taken at the following times: 12:00 p.m. — 1:00 p.m. and 1:00 p.m. — 2:00 p.m.

ARTICLE 6 — PAID HOLIDAYS

6.01 Employees shall be given the following holidays without deduction of pay:

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

4 Floater Days per calendar year commencing January 1, 2017.

and such other Holidays as are proclaimed paid holidays by the Federal or Ontario government. Employees shall also be provided a holiday on Remembrance Day in the event that the members of ATU Local 113 receive this as a paid holiday.

- 6.02 The last working day prior to the Christmas Holiday and New Year's Day, the office will be open from 8:00 a.m. to 12:00 noon. Employees will receive the remaining work time off with pay. On these days, notwithstanding Article 5.05, employees will only be entitled to one (1) fifteen minute break.
- 6.03 Work performed on the above Holidays shall be paid for at double the employee's regular rate.
- 6.04 If a paid holiday falls on a day which is not a regular working day, a lieu day mutually agreed upon by the Employer and employees shall be considered the holiday.

ARTICLE 7 — VACATIONS

7.01 All employees who have been in the service for one (1) to four (4) years, shall receive three (3) weeks paid vacation; five (5) to twelve (12) years, shall receive (4) weeks paid vacation; thirteen (13) to twenty (20) years, shall receive (5) weeks paid vacation and twenty-one (21) years or more shall receive six (6) weeks' vacation.

- 7.02 Employees shall take their vacation in consecutive weeks by mutual agreement between the employee and the Employer.
- 7.03 When a paid holiday falls within an employee's vacation period, such holiday shall not be counted as vacation, and another day vacation will be granted, the date of return to work may be one full day later or the vacation may begin one day earlier, as arranged with the Employer and employee.
- 7.04 One employee shall be allowed on vacation at the same time with prior notice to the Office Manager.

The normal practice of the Employer is to allow one (1) person on vacation at any time. However, in exceptional circumstances, the Employer may allow up to two (2) employees to be off at any time. This will be at the sole discretion of the Employer.

The Union and the Employer agree to discuss and implement a vacation selection policy that allows for equity for vacation time off in prime time periods for all employees.

ARTICLE 8 — LEAVES OF ABSENCE

- 8.01 **Jury Duty** — An employee called for Jury Duty shall be granted time off with no loss of pay.
- 8.02 **Bereavement** — An employee shall be granted bereavement allowance of:
- (a) Up to four (4) consecutive working days to assist with the arrangements or to attend the funeral, in the case of death of the employee's partner/spouse, mother, father or child.
 - (b) Up to three (3) consecutive working days to assist with arrangements or to attend the funeral, in the case of death of the employee's sister(s), brother(s), parents-in-law, grandparents or grandchildren, step-parents and step-children.
 - (c) The day of the funeral for attendance at the funeral in the case of the employee's brother-in-law, sister-in-law biological aunt, biological uncle, biological niece or biological nephew.
- 8.03 **Union Business** — One (1) employee shall be granted time off with pay when necessary to perform Union duties related to this Collective Agreement. Time off for Union duties that are not related to the Collective Agreement shall be granted without pay.
- 8.04 **General Leave** — Employees shall be granted a leave of absence to a maximum of three (3) months without pay after two (2) years completed employment according to seniority and employee gives at least one (1) month's written notice for requested leave when the following conditions are met:

- (1) Does not conflict with the provisions of Article 7.05.
- (2) Will have a minimum of three (3) employees in the office at all times, including temporary employees.

8.05 Maternity/Parental Leave

- (1) The Employer will grant a leave of absence not to exceed 6 months at 93% top-up in the event of maternity/parental leave. This time may be extended by mutual agreement.
- (2) Employees with a minimum of one (1) year and eleven (11) weeks employment prior to the expected date of birth shall be entitled to paid maternity/parental leave as follows:
 - i) Seniority and benefits shall continue during the period of the leave of absence.

An employee who is eligible to receive EI benefits during their leave shall receive pay as follows:

- (a) for each week of the waiting period, an indemnity equal to ninety-three percent (93%) of the employee's weekly salary.
- (b) for each week in which the employee receives EI benefits, an indemnity equal to the difference between ninety-three percent (93%) of the employee's weekly salary and the EI benefits received.

The Employer will file the attached SUB Plan with EI.

ARTICLE 9 — MISCELLANEOUS

- 9.01 **Parking** — shall be supplied by the Employer at no cost to the employees.
- 9.02 **Christmas Bonus** — The Employer may provide employees with a Christmas Bonus in any given year, the amount of which will be at the Employer's discretion.
- 9.03 **Clothing Allowance** — Shall be provided once a year in the amount of \$125.00.
- 9.04 The parties recognize the importance of maintaining confidentiality over information obtained in the course of employment. To that end, all employees will be required to execute and abide by the terms of the "Staff and Volunteer Confidentiality Agreement" attached as a Schedule to this Collective Agreement.

ARTICLE 10 — SICK LEAVE

- 10.01 An employee will be entitled to receive up to six (6) paid sick days per calendar year, which will be paid at 100% of the employee's basic daily wage. Thereafter, an employee who is totally disabled and unable to work due to sickness or an accident will be paid a weekly benefit at a rate of 75% of the employee's basic

weekly wage. The benefits under this provision shall be payable to a maximum of one hundred and twenty (120) days.

An employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed. The employee will be required to provide certification of illness from a licensed physician in order to be eligible for benefits. The Employer has the right to require that the employee be seen by an independent medical physician appointed by the Employer and the Union on agreement to substantiate any claim made by an employee for lost time benefits.

10.02 Local 343 and the Employer (Local 113, ATU) will study the feasibility of WSIB Coverage for all employees who are members of Local 343, and employed by Local 113, ATU.

ARTICLE 11 — MEDICAL AND DENTAL PLANS

11.01 Employees shall be eligible for enrolment in the TTC benefit plan provided to all Local 113 members, subject to the terms and conditions of the plan. The Employer shall be responsible for the premium costs associated with such coverage.

11.02 Upon retirement, the Employer shall provide the same benefits as provided to Local 113 retired members by the TTC.

ARTICLE 12 — RETIREMENT PROGRAM

12.01 The Employer shall deposit into a retirement program on a yearly basis, an amount of ten percent (10%) of gross earnings. All new employees shall join the TTC/ATU jointly sponsored pension plan after 6 months continuous service and completed probationary period. A one-time only payment of \$1,000.00 to each employee shall be made upon ratification for their retirement needs.

The Employer will maintain the 10% RRSP contribution for those employees not in the TTC/ATU Pension Plan.

ARTICLE 13 — LOCAL 113 WORK

13.01 Amalgamated Transit Union, Local 113 work shall have top priority.

ARTICLE 14 — GRIEVANCE PROCEDURE

14.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

Step 1 The aggrieved employee may submit a grievance in writing to a designated representative of the Employer within (5) working days of the alleged violation. The employee may have the Shop Steward

present if he or she so chooses. The Employer shall reply within five (5) working days after the grievance has been submitted.

Step 2 Failing satisfactory settlement at Step 1, the Union Representative may submit the grievance to the President Business Agent or his designate within ten (10) working days who shall render his decision within ten (10) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement at Step 2, either party may refer the grievance to Arbitration within ten (10) working days as provided in Article 8.03 but not later.

14.02 All of the time limits set out in this procedure are mandatory but may be extended by mutual agreement of the parties.

14.03 The parties agree that an Arbitrator shall be mutually agreed upon within thirty (30) calendar days from the Union's or Employer's notice to pursue the grievance to arbitration. If the parties cannot mutually agree upon an Arbitrator, either party may request that the Ministry of Labour appoint an Arbitrator.

The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding on both parties.

The Union and the Employer shall jointly bear the expenses of the Arbitrator.

ARTICLE 15 — DISCHARGE

15.01 The Employer shall not discipline or discharge an employee except for just cause.

15.02 The Employer agrees that if performance issues arise these concerns will be immediately brought to your attention, in writing, and you will be given an opportunity to respond. The Employer recognizes and agrees to implement the principle of progressive discipline. The parties agree that where the employee claims a discharge is without just cause the matter shall be subject to the Grievance Procedure.

15.03 A grievance originated due to the discipline or discharge of a probationary employee shall not be subject to arbitration.

15.04 Employees intending to resign from the Employer's service shall give the Employer two (2) weeks notice of such intention.

ARTICLE 16 — NO STRIKES OR LOCKOUTS

16.01 There shall be no strike by the Union or lockout by the Employer during the term of this Agreement.

ARTICLE 17 — NO DISCRIMINATION

17.01 There shall be no discrimination on the basis of age, sex, marital or family status, national or racial origin, nationality, colour, religion, sexual orientation, or other grounds as outlined in the Ontario Human Rights Code, in regard to hiring, reclassification, promotion, demotion, lay-off, dismissal, rates of pay or other terms or conditions of employment.

ARTICLE 18 — RIGHTS AND PRIVILEGES

18.01 Any rights and privileges at present enjoyed by employees or mutually agreed upon thereafter shall remain unchanged during the life of this Agreement.

ARTICLE 19 — HEALTH AND SAFETY

19.01 The Employer will make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

ARTICLE 20 — SUCCESSORS

20.01 In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an Agreement with another Union or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor Union or individual shall be bound by each and every provision of the Agreement to the attention of any Union with which it seeks to make such an agreement as aforementioned.

ARTICLE 21 — HARASSMENT

21.01 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee. The use of seniority as agreed upon in this Agreement shall not be counted a factor in discrimination.

21.02 Definitions:

Sexual Harassment is defined as any unwelcome sexual comment or conduct that intimidates, demeans or offends an individual. Sexual Harassment is an expression of power in a sexual manner.

Racial Harassment is defined as any unwelcome racial comment or conduct that intimidates, demeans or offends an individual.

Personal Harassment is defined as offensive comments or actions, deliberately designed to demean an individual, cause personal humiliation and/or threaten the economic livelihood of that employee. Personal harassment can be non-sexist and non-racist.

21.03 Harassment can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

Harassment includes unwanted comments, racist statements, slurs or jokes. Racist graffiti, and literature including articles, pictures and posters. Any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

The ATU Local 113 considers harassment of any kind a serious offence. Complaints of harassment at any work location of the Local will be investigated immediately and the appropriate action taken.

The Employer agrees to establish a Harassment Committee composed of two (2) management representatives and two (2) Union representatives to participate in the application of the attached harassment policy and complaints under this policy.

Complaints shall be handled in the following manner:

If an employee feels that they are being harassed and wants help:

- a) The employee, accompanied by a supportive brother/sister shall approach a member of the Committee;**
- b) The Committee will immediately investigate the problem. The Committee shall take action necessary to stop the harassment;**
- c) In the event that a member of the Committee is involved in the alleged harassment complaint, an alternate member will be appointed to deal with that specific complaint.**
- d) Confidentiality will be respected throughout the process.**
- e) Failure to the Committee to agree on appropriate action, the affected employee may refer the issue to Arbitration and/or the Human Rights Commission.**

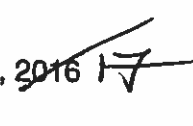
ARTICLE 22 — JOB SECURITY

22.01 Where feasible, the Employer agrees to meet with the Union in advance of any proposed lay-off or reduction of hours of any bargaining unit employee. The purpose of this meeting shall be to discuss any proposed lay-offs or reductions with a view to minimizing the impact on employees.

ARTICLE 23 — TERMINATION

23.01 This Agreement shall remain in force and effect from October 1, 2016 up to and including September 30, 2018. Either party may give the other party notice of renewal and/or amendment of this Agreement at any time within ninety (90) days prior to the expiry of this Agreement. The parties shall meet within fifteen (15) days of such notice being received or as soon thereafter as is mutually agreed. If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

SIGNED this

25 day of July, 2016 

ON BEHALF OF THE

AMALGAMATED TRANSIT UNION
LOCAL 113 

ON BEHALF OF THE

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES UNION LOCAL 343

Job Description - Office Manager

Purpose of the Position

The office manager is responsible for organizing and coordinating all office operations and procedures in order to ensure organizational effectiveness and efficiency.

The office manager reports directly to the Local 113 President and Secretary-Treasurer. The office manager is responsible for providing office management services to the Local 113 office. This includes maintaining office services and efficiency, performing confidential and other duties, and managing all 343 office staff (hereinafter "office staff").

Responsibilities

1. Supervise Office Staff

Main activities under the direction of Local 113 President and Secretary Treasurer:

- recruit and select office staff
- orient and train office staff
- provide on the job and other training opportunities
- schedule, assign and supervise the work, workload and work rate of office staff
- approve the office staffs work product
- discipline/discharge office staff
- oversee and approve all office staff compensation and benefits
- contract administration of 343 collective agreement including but not limited to approving, scheduling, directing, and managing hours of work, vacations, leaves, overtime, health and safety, harassment and discrimination and other workplace complaints, etc.
- deal with all human resources issues

2. Maintain Office Efficiency

Main activities under the direction of Local 113 President and Secretary Treasurer:

- oversee and approve all office staff compensation and benefits
- oversee and approve the office budget, including all office expenditures

Job Description - Office Manager

Purpose of the Position

The office manager is responsible for organizing and coordinating all office operations and procedures in order to ensure organizational effectiveness and efficiency.

The office manager reports directly to the Local 113 President and Secretary-Treasurer. The office manager is responsible for providing office management services to the Local 113 office. This includes maintaining office services and efficiency, performing confidential and other duties, and managing all 343 office staff (hereinafter "office staff").

Responsibilities

1. Supervise Office Staff

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- recruit and select office staff
- orient and train office staff
- provide on the job and other training opportunities
- schedule, assign and supervise the work, workload and work rate of office staff
- approve the office staffs work product
- discipline/discharge office staff
- oversee and approve all office staff compensation and benefits
- contract administration of 343 collective agreement including but not limited to approving, scheduling, directing, and managing hours of work, vacations, leaves, overtime, health and safety, harassment and discrimination and other workplace complaints, etc.
- deal with all human resources issues

2. Maintain Office Efficiency

Main activities under the direction of Local 113 President and Secretary Treasurer:

- oversee and approve all office staff compensation and benefits
- oversee and approve the office budget, including all office expenditures

- oversee and approve all office contracts
- direct and control office systems, layout, equipment procurement
- supervise record retention, transfer, and disposal
- study or introduce new or improved office methods
- organize office maintenance and repair work

3. Confidential and Other office services

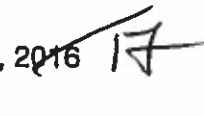
Main activities under the direction of Local 113 President and Secretary Treasurer:

- meet regularly with Local 113 President and Secretary-Treasurer to review office and staff performance
- provide the Local 113 President and Secretary Treasurer collective bargaining assistance with respect to the office staff collective agreement
- communications support with respect to all of Local 113 President's correspondence and work product, including but not limited to opening and reviewing incoming mail and composing and/or issuing outgoing correspondence
- communications support for other Local 113 Executive Board officers when directed by the Local 113 President
- work directly with and/or for Local 113 legal counsel, lawyers, and any other service providers or other persons as directed by the Local 113 President
- perform other confidential duties as required

4. Perform other related duties as required

LETTER OF UNDERSTANDING

1. The Employer agrees to meet for at least two labour-management meetings per calendar year with the bargaining unit representatives for each year of the renewal collective agreement.
2. The Employer commits that there shall be at least four (4) bargaining unit positions during the term of this renewal collective agreement.
3. The Employer agrees that if an insulin pump (\$5,000) is needed for an employee or the employee's dependants and is not covered under the group health benefits provided to employees, the Employer will be responsible for this cost.
4. The Employer will provide each employee a one time signing bonus of \$500.00 following ratification of the Agreement.

SIGNED this 25 day of July, 2016 

ON BEHALF OF THE

AMALGAMATED TRANSIT UNION
LOCAL 113

ON BEHALF OF THE

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES UNION LOCAL 343