



COLLECTIVE AGREEMENT

AMALGAMATED TRANSIT UNION, LOCAL 1572

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

HANDBOOK

2023 – 2026



COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE AMALGAMATED TRANSIT UNION

LOCAL 1572

Effective October 1, 2023

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The Corporation of the City of Mississauga, Transit
Department (hereinafter referred to as the “Company”)

and

The Amalgamated Transit Union, Local 1572
(hereinafter referred to as the “Union”)

Article 1 - Purpose of this Agreement

- 1.01 The Company and the Union each represent that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedures and conditions of employment.

Article 2 – Recognition

- 2.01 The Company recognizes the union as the sole collective bargaining agent for all line bus drivers, garage maintenance and service employees engaged

in the operation, as referred to in the wage classifications contained in Article 23, save and except school bus operators, inspectors, dispatchers, supervisors, office and clerical staff (including parts clerks) and persons working less than twenty four (24) hours per week.

- 2.02 The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined in Section 2.01 above, unless the context otherwise provides.
- 2.03 Wherever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and wherever the singular is used, it shall be deemed to include the plural and vice versa.
- 2.04 The Union agrees that it shall not hold meetings on the property or in Company vehicles or during working hours without the express permission of the Director of Transit or their designate. The Company shall, on request from the Union, provide a private area for designated officials for the Union to interview employees with regard to official grievances, or to conduct other official business of the Local.
- 2.05 The company shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of

employees in the Bargaining Unit shall undertake to represent the Union at meetings with the employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the employer with the names of its officers or appointed representatives. Likewise, the employer shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

Article 3 - Management's Rights

3.01 The Union recognizes that the Company has the exclusive right:

- (a) To maintain order, discipline and efficiency;
- (b) To hire, classify, direct, assign, promote, demote, transfer, suspend and discharge employees and to increase and decrease working forces, provided that a claim of discrimination, improper transfer, discipline or suspension, or a claim by an employee that they have been discharged without cause, may become the subject of a grievance and shall be dealt with as hereinafter provided;
- (c) Generally to manage the Company and without restricting the generality of the foregoing, to determine the number and the location of

establishments, the methods and processes to be used, schedules of work, kinds and locations of machines, tools and equipment to be used, selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;

- (d) To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement. The Company's rules and regulations, as issued to all employees, shall not be altered until such time as the Union is provided the opportunity to make representations with regard to the proposed alterations. The alterations shall not be effective before such representations are submitted and answered within a thirty (30) working day period.
- (e) When unusual circumstances arise, after the normal maintenance shift commences, the Union recognizes that the Company may temporarily assign work to employees outside their regular classification, and the Company will ensure that the Union Representative on shift is advised of such arrangements. Such reassignments will not occur for pre-planned absences except in the case of emergency circumstances. Prior to the start of the wash fuel's normal shift, the overtime list will be used if the Company determines

additional staff are required.

Article 4 - Union Security and Union Dues

- 4.01 (a) All employees covered by this Agreement shall, as a condition of continued employment, maintain their Union membership.
- (b) All new employees covered by this Agreement shall, upon completion of the probationary period referred to in Article 12, become Union members and maintain their membership as a condition of continued employment.
- 4.02 (a) The Company shall deduct from the pay of all employees covered by this Agreement, including probationary employees, on the first pay of each calendar month, a fixed sum of money authorized as the monthly Union dues, and shall remit same prior to the end of each month to the Secretary-Treasurer of Local 1572.

The Union initiation fees shall be deducted from a new employee's pay upon completion of three (3) months of employment.

- (b) The Company shall deduct from the pay of each employee special assessments as directed by the

Union. The Union shall supply the Company with direction, on Union letterhead, from the Financial Secretary Treasurer of the amount and duration of all deductions and/or assessments.

- 4.03 All present Union members, and all employees who hereafter become members of the Union, shall retain membership in the Union as a condition of their employment. Every employee in the bargaining unit shall be a member in good standing of the Union, as a condition of employment. The Union will contact the employer when the member or members are not in good standing because they have failed to pay union dues in accordance with Article 12.09. No employee will lose their seniority under this clause until thirty (30) days written notice has been given by the Union to the Company and the employee concerned of the completion of the Union's internal procedures dealing with members not in good standing.

The Company will remit by cheque and/or electronic payment to the Financial Secretary - Treasurer of the Local Union the total of the deductions made for the prior pay period. In the event that an employee does not receive a pay cheque in the pay period in which Union dues are deducted, the outstanding dues shall be deducted as agreed by the Company and the Financial Secretary-Treasurer.

The Company will submit to the Financial Secretary-Treasurer of the Local a complete list of all bargaining unit employees, with the dues cheque and/or electronic payment, designating opposite of each name of each employee, the employee's number, and the amount so deducted.

The Union will notify the Company when an employee has been exempted from paying their initial initiation fee.

The Company, no later than the beginning of March of each year, will supply to the Union a list of all bargaining unit employees showing their current name, employee's number, address, phone number, social insurance number and the total amount of union dues deducted for the previous year. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.

The Union agrees to save the Company harmless against any and all liability which may arise by reason of the check off by the Company of Union dues, initiation fees, fines and assessments from the employees' wages in accordance with the Agreement.

Article 5 - Non-Discrimination

- 5.01 The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union, or by virtue of holding office in the Union, or by reason of any lawful activity or lack of lawful activity.
- 5.02 The Union agrees that neither its officers, members or persons employed directly or indirectly by the Union, shall discriminate or intimidate employees who are not members of the Union.
- 5.03 The Company and the Union agree that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced with respect to any employee concerning any of the provisions of the Collective Agreement or otherwise by reason of age, race, colour, creed, national origin, religion, political affiliation, or activity, sexual orientation, gender, gender identity or expression, family status, marital status, place of residence, physical handicap, any prohibited grounds under the Ontario Human Rights Code, as amended, nor reason of their membership or activity in the Union, nor for any reason prohibited by the Human Rights Legislation.

The Company and the Union shall meet and discuss, on request, any issue with respect to the above in the workplace.

The Company and the Union are committed to providing a workplace free of harassment, discrimination, bullying and violence. The Ontario Human Rights Code, the Occupational Health and Safety Act, the Company's policies regarding Respectful Workplace and Workplace Violence shall apply to all employees. If an employee perceives that they have been subjected to harassment, discrimination or workplace violence, they shall initiate their complaint in accordance with the Ontario Human Rights Code, the Occupational Health and Safety Act, the Respectful Workplace or Workplace Violence policies. The Union shall reserve the right to pursue the grievance procedure as outlined in the Collective Agreement, where appropriate.

- 5.04 The Company and the Union agree that there shall be no discrimination or reprisal for any employee or a Union representative for exercising their rights and/or responsibilities under the Ontario Human Rights Code, Occupational Health and Safety Act and any other legislation, as amended, where such protections may apply.

Article 6 - Adjustment of Grievances

- 6.01 (a) Should any differences arise between the Company and an employee from the interpretation, application, administration or alleged violation of the provisions of this agreement, an earnest effort will be made by both parties to resolve such differences without undue delay. The Company is willing to meet with any employee with a Union representative, or a Union representative for the purpose of discussing grievances with the objective of reaching a satisfactory conclusion.
- (b) When an employee is required to attend a disciplinary meeting or a meeting which may result in discipline with their Management, they shall be advised of this right to have Union representation. Waiver forms shall be supplied by the Union to the Company and will be signed by the employee if they decline Union representation. Such forms will be administered and maintained by the Company with a copy forwarded to the Financial Secretary-Treasurer of the Union.
- (c) Prior to a disciplinary meeting or grievance hearing the Union representative will be provided with a copy of the relevant

documentation relied upon by the Company.

- 6.02 (a) It is understood and agreed that nothing in this Agreement shall prevent an employee from discussing a problem or complaint with their immediate Supervisor without recourse to the formal Grievance Procedure. The Company will ensure employees are provided union representation for any discipline related discussions.
- (b) It is further understood and agreed that nothing in this Agreement shall prevent an employee and their Union Steward from discussing a problem or complaint with their immediate Supervisor without recourse to the formal Grievance Procedure.
- 6.03 It is mutually agreed that all grievances must be instituted within ten (10) working days of the event giving rise to the complaint or the matter may be considered abandoned.
- 6.04 In the event of any misunderstanding or difference of opinion as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, or in the event a problem or complaint has not been satisfactorily resolved, it may be reduced to writing, in hard copy or electronic format (for all

electronic formats the recipient must acknowledge receipt) on a mutually approved form provided for that purpose, properly signed and completed by a Union representative and presented to their respective Manager and/or their Designate and shall be processed in the following manner:

Step 1: Within five (5) working days of receipt of the official written grievance by the Company, the aggrieved employee, with a Union Steward and a management representative shall meet to discuss the grievance.

Following this meeting, within a further two (2) working days the management representative shall give their reply in writing in hard copy or electronic format (for all electronic formats the recipient must acknowledge receipt), then if the matter is not settled:

Step 2: The aggrieved employee and a Union Steward and the Executive Board member shall, within a further two (2) working days of managements Step 1 reply, meet with a management representative. Following this meeting, within a further two (2) working days, the management representative, shall give their reply in writing in hard copy or electronic format (for all electronic formats the recipient must acknowledge receipt). If not satisfactorily adjusted, then:

Step 3: Up to four (4) Union representatives, inclusive of the shop steward and the Union president and the Director of Transit and/or their Designate, within five (5) working days of managements Step 2 reply, together with such other representatives as the Company may designate, shall meet to discuss the grievance. At this meeting, the Union may request an International Vice President to attend. The Director of Transit and/or their Designate, shall reply in writing in hard copy or electronic format (for all electronic formats the recipient must acknowledge receipt), within five (5) working days of this meeting.

- 6.05 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within forty five (45) working days, refer the grievance to arbitration in accordance with the provisions of Article 9.
- 6.06 Any reference to “Working Days” contained in this Article shall mean Monday to Friday inclusive, but shall not include Saturdays, Sundays, statutory holidays, designated holidays or employee days off.
- 6.07 Upon resolution of a grievance between the Company and the Union, the Company shall, within fifteen (15) working days, implement the resolution.
- 6.08 The Union, at its sole discretion, may exercise its

exclusive right to file a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same.

If a group grievance is filed, the grievance shall commence at Step 2. The Union shall identify all affected employees by name and may amend this list at any point before the grievance is referred to arbitration and the Union may assign up to one (1) grievor to represent the group at the grievance meetings.

Article 7 - Discharge Grievances

- 7.01 If a permanent employee is discharged, the matter may be submitted in writing in hard copy or electronic format (for all electronic formats the recipient must acknowledge receipt), as a special grievance, dated and signed, at Step 3 of the Grievance Procedure. Any such grievance must be submitted within five (5) working days after the employee is discharged. An answer to the grievance shall be given within a further three (3) working days. Thereafter, the arbitration procedure contained in article 6.05 and Article 9 shall apply.

Article 8 - Policy Grievances

- 8.01 COMPANY GRIEVANCES:

If the company has a complaint with respect to the conduct of the Union, its officers, committee members

or stewards, or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company shall submit such complaints to the Union, and they shall be taken up between the parties as a policy grievance commencing at Step 3 of the Grievance Procedure within fifteen (15) working days of the circumstances causing the grievance. If not satisfactorily resolved, the grievance may be referred to arbitration within forty five (45) working days.

8.02 UNION GRIEVANCES:

If an alleged violation of this Agreement affects a whole Department or a majority of the employees, then the Union may submit a policy grievance commencing at Step 3 of the Grievance Procedure, within fifteen (15) working days of the circumstances becoming known, causing the grievance. Where known, such grievances shall contain the names of all affected employees. It is understood that no matter may be grieved in this manner to circumvent the requirements of the Grievance Procedure. If the matter is not satisfactorily resolved, the grievance may be referred to arbitration within forty five (45) working days.

Article 9 – Arbitration

- 9.01 (a) When either the Company or the Union requests that a grievance be submitted to arbitration, such

request shall be in writing, addressed to the other party to this Agreement.

- (b) In accordance with the above, the parties shall attempt to select, by agreement, a single arbitrator. If they are unable to do so in seven (7) days, they shall then request the Minister of Labour for the Province of Ontario to assist in selecting a single arbitrator.
- (c) Notwithstanding the provisions of 9.01 (a) and (b) above, either party may request a single arbitrator in accordance with the Ontario Labour Relations Act, Revised Statutes of Ontario 1980, Chapter 228, Section 45.

- 9.02 It is understood and agreed that no person may be appointed or selected as an Arbitrator who has been directly or indirectly involved in an attempt to settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly processed through the steps of the Grievance Procedure.
- 9.04 Each of the parties to this Agreement shall jointly bear the expense of the arbitrator.
- 9.05 The Arbitrator selected in accordance with this

Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of the provisions contained in this Agreement or deal with any matter not contained herein. The decision of the Arbitrator shall be final and binding on all parties involved.

Article 10 - No Strikes or Lockouts

- 10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the processing of grievances, the Union agrees that, during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, for any reason, and the Company agrees that there shall be no lockout for any reason.
- 10.02 The Company shall have the right to discipline employees who take part in or instigate any strike, stoppage of work or slowdown covered by Section 10.01 but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 of this Agreement.
- 10.03 The Union agrees that it shall not involve the Company in any dispute between itself and another employer or in any dispute between any other employer and the employees of such employer, or in

any dispute between the Union and another bargaining agent.

- 10.04 Employees will not be required to cross a legal picket line.

Article 11 - Union Representation

- 11.01 The Union shall appoint or otherwise select a committee of up to seven (7) employees plus the President to represent the Union in meetings with the company concerning the negotiation or administration of the Agreement. In addition, the Company shall recognize the International Representative of the Union if in attendance at the meeting.
- 11.02 The Union shall appoint or otherwise select a total of ten (10) Stewards to be recognized by the Company at any one (1) time. For any new satellite or garage the Union shall appoint or otherwise select one (1) steward to be recognized by the Company at any one (1) time.
- 11.03 The Union shall advise the Company of the names of all Union Executive Members, Officers and Stewards and the Company shall not be required to recognize same until properly informed, in writing.
- 11.04 Nothing in this Article shall be interpreted so as to

prevent an employee who is a Steward from acting on the Union Committee. It is, however, understood that an employee shall not be eligible to act as a member of the Union Committee, or as a Steward until completion of the probationary period referred to in Article 12.

- 11.05 (a) The Union acknowledges that Stewards, members of the Union Committee and such other Union Officers that may be chosen from among the employees covered by this Agreement, have regular duties to perform as employees of the Company, and that such persons shall not leave their regular duties for the purpose of conducting any business on behalf of the Union without first obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld. On assuming their regular duties, such employees shall report to their Supervisor and shall, if requested give any reasonable explanation for time spent away from work.
- (b) In consideration of Stewards, members of the Union Committee and other Union Officers who are employees, complying with the terms of (a) above, the Company shall pay such employees for normal time spent in handling grievances of employees or attending other meetings with

representatives of the Company during their regular hours of work.

- (c) The Company shall provide the employee and the Union with a copy of all disciplinary notations which are to be a part of an employee's file.
- (d) The Company agrees that there shall be one main personnel file for each employee.
- (e) Employees may file a written request to view their personnel file in the presence of an authorized Company representative. Such request will be granted within 5 (five) working days. A Union representative shall attend at the request of the employee.
- (f) No disciplinary measure in the form of a notice of discipline, suspension, or discharge, or in any other form shall be imposed on any employee without sufficient, just and reasonable cause. Discharge shall be handled in accordance with Article 7.01.
- (g) The Company, in the normal handling of discipline cases is not entitled to consider the discipline record of an employee beyond the previous twenty-four (24) months.

- (h) During the term of this Collective Agreement, the Company will consider each suspension case to determine whether it is appropriate to:
 - i) suspend with pay
 - ii) suspend without pay
 - iii) reassign duties
- (i) Generally, discipline that is imposed shall be progressive in nature, save and except, discipline imposed as a result of a vehicle collision.

11.06 Any employee accepting a full-time appointment or elected position in the Amalgamated Transit Union, or any subordinate body thereof, shall be granted a leave of absence for the duration of such elected or appointed position. Such employee shall have their name retained on the seniority list, without loss of seniority. Under such circumstances an employee may continue coverage for the OMERS pension plan and the optional benefits coverages by contributing 100% of the required premiums. All benefits contained in the collective agreement may be purchased from the City at cost. On retirement from such office, the employee shall be given their former position with the Company, including seniority, provided such employee is qualified following completion of the normal retraining period

required, to fill the former position.

Article 12 – Seniority

- 12.01 (a) Seniority will prevail at all times in governing lay-offs, recalls, work sign-ups and vacation entitlement.
- (b) In the event of a reduction of the work force, covered by this Agreement, the Company shall apply the principle of “last on, first off” insofar as it is consistent with the Company’s obligation to maintain an efficient and experienced work force. Following a lay-off, rehiring shall be executed conversely to the outlined lay-off procedure.
- (c) The Company shall endeavour, where possible, to give the Union a minimum of thirty (30) days notice of any permanent or temporary lay-off of any regular employees.
- (d) When employees voluntarily change classifications or departments within the bargaining unit, they shall retain all continuous seniority earned in all departments for the purpose of layoff, pension, and vacation entitlement. Departments are defined as Maintenance and Operations.

An employee who voluntarily changes their classification will be considered a new employee for wage rates only and will follow the normal progression to the job rate. If an employee does not meet the requirements for the new classification hired into, or should an employee wish to return to their previous classification during the first 40-day calendar period, the employee will be returned to their previous classification and will maintain their accumulated seniority in their returning classification.

- 12.02 The Company shall prepare a seniority list on which the name and employment date of all employees covered by this Agreement shall be recorded. The Company shall post a copy of the list to Bulletin Boards or on the portal or equivalent in January of each year. Revisions and/or amendments to the seniority list shall be posted to the Bulletin Boards or on the portal or equivalent and forwarded to the Union prior to each signup, should there be any changes to the list.
- 12.03 In all cases of promotions within a Department (other than appointments to supervisory positions), demotions, lay-offs and assignments to senior shifts, preference shall be given to the employee who, in the opinion of the Company demonstrates they are the most qualified. Where, in the opinion of the Company,

employees are relatively equal in merit, skill, reliability and efficiency, seniority will be applied.

- 12.04 An employee shall be considered probationary for the first nine (9) months of active employment, during which time they may be released from the Company's service without recourse. After nine (9) months, if an employee is retained in the employ of the Company, they shall be placed on the seniority list and their seniority shall date back to the date their employment began. A probationary employee shall have the right to bid on an Operation crew or Maintenance shift at the time of sign-up in accordance with their length of service with the Company.

If a probationary employee is absent from work for any reason during their nine (9) month probationary period, or if the employee is unable to perform their full regular duties, the probationary employee's probationary employment will be extended by a period equal to the number of absent days and/or the number of days when the employee did not perform their full regular duties.

- 12.05 An employee's seniority and employment shall be terminated for any of the following reasons:
- (a) If the employee voluntarily quits;

- (b) If the employee is discharged and not reinstated pursuant to the grievance procedure or arbitration provisions of this Agreement;
- (c) If the employee has been laid off and fails to return to work in accordance with the following procedure. If the employee is not working elsewhere and is contacted personally, they must return to work within forty eight (48) hours. If the employee is working elsewhere or cannot be contacted personally, they must return to work within seven (7) days of the receipt of registered notice to return.

Note: It shall be the responsibility of the employee to keep the Company advised at all times of their current telephone number and address of which shall be processed in accordance with article 4.03.

- (d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence, or if they take employment other than that declared and agreed upon when applying for leave of absence;
- (e) If an employee is laid off and not recalled to work for a period extending beyond twelve (12)

consecutive months.

- (f) If an employee is absent in excess of twenty-six (26) weeks due to an illness or non-occupational injury and the employee is unable to meet the eligibility requirements of the Long Term Disability (LTD) Plan referred to in Article 22 of this Agreement.

12.06 The Company shall post a notice of all vacancies in each department, for a minimum of five (5) working days, to allow employees opportunity to make application for such positions. It is understood and agreed that the final right or decision, as to the appointment of any employee to a posted position, is the sole and exclusive responsibility of the Company.

12.07 When an employee is transferred to a position within the City, which is outside of the bargaining unit, with the exception of the modified work plan, they shall retain their seniority within the bargaining unit for a period of up to eighteen (18) months. During the eighteen (18) month period the employee shall pay union dues and assessments.

The employee shall have the right to return to their former position in the bargaining unit at any time during the eighteen (18) month period. Thereafter, the employee may return to the bargaining unit without seniority provided there is a vacancy in

the classification the employee is returning to.

- 12.08 Once seniority has been established, the company recognizes that the union has sole discretion with respect to administering the provisions of Article 12.
- 12.09 Employees on LTD, W.I., or an unpaid LOA must pay union dues. Refusal to pay union dues will jeopardize the employees' seniority entitlement.

Article 13 - Safety and Health

- 13.01 The Company is strongly committed to a healthy and safe workplace for all employees and will take responsible steps to deliver on this commitment.
- 13.02 Upon request, The Company shall provide the Union with a copy of any and all health and safety training records for bargaining unit employees.
- 13.03 The Joint Health and Safety Committees will be in accordance with Article 13.09 - Joint Health and Safety Committee – Terms of Reference.
 - (a) The Company will respond to all written recommendations put forward by the Joint Health and Safety Committee as set forth in Article 13, no later than 21 calendar days from the date that the recommendations have been

received by the Director or designate.

- (b) The Company acknowledges that employees are responsible for the safe operation of Company vehicles and equipment and it is expected that all employees comply with all legislation including the Highway Traffic Act. Further, the Company acknowledges that vehicles and equipment must be safe, road worthy, and maintained in accordance with the Highway Traffic Act (HTA), and Occupational Health and Safety Act.
- (c) Upon request by the Joint Health and Safety Committee, the Company shall provide the Union with a copy of any and all safety training records for bargaining unit employees.

- 13.04 (a) All employees covered by this Agreement are required to comply with Provincial Government requirements for medical examinations regarding licencing. The cost of such medical examinations will be borne by the employee who will also be responsible for arranging the appointment. Any loss of earnings as a result of attending and arranging these exams must be borne by the employee. Employees who, as a condition of continued employment, require a medical examination for the renewal of a required driver's licence will be provided with

an allowance of one hundred twenty-five dollars (\$125) in the year that such a renewal is required.

Such allowance will be paid either by March 31st, June 30th, September 30th or December 31st whichever date occurs after their licence has been renewed.

- (b) An employee who in the opinion of the Director or Acting Director of Transit has a medical condition affecting their ability to perform their regular duties, may be required to under go an Independent Medical Examination. The Director or Acting Director will meet with the President of the Union or designate to discuss and provide all relevant information used to make such decision. The Parties will also discuss a mutually agreed upon timeline for such examination to take place. An Independent Medical Examination process cannot and will not be used for a disciplinary reason.
- (c) The cost of such examination shall be borne by the Company. The employee shall not suffer any loss of regular earnings for the day while attending the Medical Examination.
- (d) The process for the selection of the Independent Medical Examination will be as follows:

The Union and the Company will agree on a

listing of service providers from which the employee's physician and the staff from Employee Health Services will jointly select a third physician who shall examine the employee and provide an Independent Medical Examination report which assesses the fitness or unfitness of the employee. The medical assessment shall be conclusive of the issue of fitness for work.

- (e) A copy of the Independent Medical Examination report will be provided to the employee's physician as soon as available.

13.05 In the case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, which results in the employee losing time, the Health & Safety Specialist and the Safety committee shall be notified for the purpose of investigating the cause of the injury and to recommend corrective measures.

13.06 In accordance with the OCCUPATIONAL HEALTH AND SAFETY ACT, the Revised Statutes of Ontario, R.S.O., 1990, as amended, the Company agrees to ensure that all industrial equipment shall be maintained in a safe operating condition.

- (a) The Company agrees to supply one (1) pair of antivibration gloves annually to employees

classified as Mechanic, Mechanic Helper, Mechanic Apprentice, Auto Body and Collision Damage Repairer and Building and Route by the end of January of each calendar year.

13.07 The Company shall indemnify and defend its employees for liability arising out of acts or omissions done or made by them in their capacity as an employee. The only exception to this coverage is conduct which is criminal or malicious in nature and results in a conviction.

13.08 Physical Assault

Where an employee is absent from work by reason of an on-duty serious physical assault, by a member of the public and/or a City of Mississauga employee, confirmed by Police and is admitted to a hospital, such an employee will be treated as follows:

1. The Company will pay the employee their regular pay until WSIB adjudicates the claim, and first payment is received. The employee shall reimburse the Company.
2. While WSIB continues to approve the claim, the Company will then, each pay period, issue payment to the employee representing the difference between the employee's regular pay and the WSIB amount. This will continue to a

maximum of twenty four (24) months while the employee continues to be an employee of the Company.

3. Should the employee's absence continue beyond twenty four (24) months the Company will meet with the Union to review the case and to evaluate the "next steps".

13.09 Joint Health and Safety Committee – Terms of Reference

Joint Health and Safety Committee – Terms of Reference	
Location: City of Mississauga MiWay Central Parkway and Malton Joint Health and Safety Committee ATU Local 1572	Date: July 31, 2024
Statement of Purpose	
<p>The primary purpose of the Occupational Health and Safety Act (OHSA) is to provide the legal framework to achieve our goal of protecting workers from health and safety hazards on the job by; setting out duties for all workplace parties and rights for workers to help establish a strong internal responsibility system (IRS) in the workplace.</p> <p>The Joint Health and Safety Committee contributes to workplace health and safety as an integral part of the IRS by acting as an advisory body by identifying potential health and safety issues to bring to the Employer's attention.</p>	

Amendments to the terms of reference are to be in full force and effect for the life of the collective agreement. Changes to the terms of reference must be by mutual agreement between the parties in writing.

Membership

Member

The ATU Local 1572 Joint Health and Safety Committee for the Central Parkway location will be comprised of management representatives and worker members who are represented by ATU Local 1572 only.

The Committee shall consist of the following membership selected as per the OHSA, including but not limited to Section 9(8)(9) as it relates to membership:

- Three (3) members of ATU Local 1572 representing Operators, Maintenance, and one (1) additional for Concession Attendants
- Two (2) members of the City of Mississauga representing the Employer
- There will be one (1) assigned alternate for maintenance and one (1) assigned alternate for operations and they shall attend at least quarterly (March, June, Sept, Dec) in the event that they have not attended as an assigned alternate in the 3 months preceding the meeting

- There will be up to two (2) assigned alternates for management and they shall attend at least quarterly (March, June, Sept, Dec) in the event that they have not attended as an assigned alternate in the 3 months preceding the meeting.

The ATU Local 1572 Joint Health and Safety Committee for the Malton location will be comprised of management representatives and worker members who are represented by ATU Local 1572 only.

The Committee shall consist of the following membership selected as per the OHSA, including but not limited to Section 9(8)(9) as it relates to membership:

- Two (2) members of ATU Local 1572 representing Operators and Maintenance
- Two (2) members of the City of Mississauga representing the Employer
- There will be one (1) assigned alternate for maintenance, one (1) assigned alternate for operations, one (1) assigned alternate for management and they shall attend at least quarterly (March, June, Sept, Dec) in the event

	<p>that they have not attended as an assigned alternate in the 3 months preceding the meeting.</p> <ul style="list-style-type: none"> • There will be one (1) assigned alternate for management and they shall attend at least quarterly (March, June, Sept, Dec) in the event that they have not attended as an assigned alternate in the 3 months preceding the meeting.
Alternates	Members shall have an assigned alternate who shall be trained in the functions and responsibilities of a JHSC member who can replace a Member in the event of absence.
Committee Status	A Committee member who ceases to be employed at the workplace ceases to be a member of the committee.
Posting	<p>The names of the Committee members shall be posted on all Health and Safety Boards in all workplace locations and consist of the following:</p> <ul style="list-style-type: none"> • Member name • Work Location • Picture • Work Contact Information
Time from Work	A Committee member shall be deemed to be at work while conducting their duties and responsibilities outlined in the terms of reference and shall be paid for those times at the member's appropriate rate as outlined in hours of work in the Collective Bargaining Agreement.

	<p>A Committee member shall be deemed to be at work for the following:</p> <ul style="list-style-type: none"> • Completing any JHSC training • One (1) hour or such longer period of time as the committee determines is necessary to prepare for the Committee meeting • Such time as is necessary to attend meetings of the Committee and workplace Inspections • Such time the committee deems necessary to carry out the member duties as outlined under the OHSA
Certification	<p>In order to be deemed a certified member, the member must be certified through the Ministry of Labour, Immigration, Training, Skills and Development (MLITSD) certification program, provided by an approved health and safety delivery organization.</p> <p>All Committee members will receive certification training to ensure they are competent in all duties and responsibilities related to being a member.</p> <p>In the event that a certified member has resigned or is unable to act in their duties, ATU Local 1572 and/or the City of Mississauga will take all reasonable steps to ensure a replacement</p>

	Committee member is selected in accordance with the OHSA, including but not limited to Section 9(8)(9) as it relates to certification.
Co-Chairs	Two of the members of a committee shall co-chair the committee, one of whom shall be selected by ATU Local 1572 who represent workers and the other of whom shall be appointed by the employer who exercise managerial functions in accordance with the OHSA, including but not limited to Section 9(11) as it relates to membership.
Designated Certified Members	<p>The worker Designated Certified member(s) shall be selected by ATU Local 1572 to represent workers as per the OHSA, including but not limited to Section 9(15) as it relates to designated members.</p> <p>The employer Designated Certified member(s) will be appointed by the City of Mississauga as per the OHSA, including but not limited to Section 9(16) as it relates to designated members.</p>
Training	<p>Committee members will be provided the following training and information to conduct their duties and responsibilities:</p> <ul style="list-style-type: none"> • MLITSD Certification Training • A copy of the Legislation (Act and Industrial Regulations) • A copy of the Terms of Reference

	<ul style="list-style-type: none"> • Information on the Internal Responsibility System • Previous three (3) workplace inspections • Previous three (3) months Committee meeting minutes • A schedule of inspections and meetings • Contact list for JHSC members and Corporate Health and Safety Resources
Confidentiality	<p>Members may discuss information that is confidential in nature and it is to be treated as such.</p> <p>Committee members will not disclose any of the below,</p> <ul style="list-style-type: none"> • Confidential business or trade information • The name of any person from whom information is received and/or • Confidential medical information • If meetings are recorded, all committee members and guests must be made aware and agree. Such recording shall be subject to confidentiality as it relates to JHSC business and shared with co-chairs.

	The limitations on disclosure of information does not include the distribution of information on new hazards discovered by the committee.
Duties and Responsibilities	
Members	<ul style="list-style-type: none"> • Conducting workplace inspections • Hazard recognition • Participate in risk assessments • Review of workplace incident reports to identify further corrective action recommendations • Promote and encourage employees to follow the OSHA and health and safety policies • Assist in the resolution of health and safety hazards in the workplace • Make recommendations to the Employer for the control or elimination of hazards • Must be present at the onset of all occupational hygiene testing. If the worker representative so determines, they will be present for the entire duration of the occupational hygiene testing where deemed appropriate by the co-chairs. • Accompany a MLITSD inspector as required • Assist in the investigation of workplace refusals

	<ul style="list-style-type: none"> • Participate in the investigation of critical injuries
Designated Certified Member	<ul style="list-style-type: none"> • Provide formal recommendation(s) to the employer where appropriate through the process as outlined in the OSHA, including but not limited to 9(18) and 9(20) as it relates to formal recommendations. • Investigating, evaluating, assisting and/or initiating a bilateral work stoppage (when necessary)
Co-Chair	<ul style="list-style-type: none"> • Co-Chair monthly meetings • Ensure the Committee meeting is addressing the agenda items proposed and approved • Document the Committee meeting on the mutually approved designated Committee meeting template • Ensure a signature is completed by both the Worker and Employer Co-Chair on the Committee meeting minutes • Ensure workplace inspections and meeting minutes are posted on the Health and Safety Board • Collect agenda items and supporting documentation and provide to all members one (1) week in advance of the meeting

	<ul style="list-style-type: none"> • Co-ordinate with Corporate Health and Safety for any relevant information, reports or documentation for the purpose of the committee functions • Invite and approve Guest attendees • Ensure that a quorum is met
Work Refusals	<p>The Company will ensure that the worker representative present at a work refusal is appropriate based on the below considerations:</p> <ul style="list-style-type: none"> • A joint health and safety committee member who represents workers, if there is one. If possible, this should be a certified member, • Another worker, who, because of knowledge, experience and training, has been chosen by the workers (or by the union) to represent them. • Job knowledge (classification) • Work location knowledge • Training and competency • Availability
MLITSD	<p>The Company will ensure that the Committee member present during a prescheduled MLITSD visit is appropriate based on the below considerations:</p> <ul style="list-style-type: none"> • As designated by the joint health and safety committee • Job knowledge (classification)

	<ul style="list-style-type: none"> • Knowledge on the issue being addressed • Work location knowledge • Training and competency • Availability
Workplace Inspections	
Frequency	A physical inspection of all workplace(s) will be conducted on a monthly basis.
Schedule	The committee shall endeavor to complete the workplace inspection in the first week of the month.
Inspector	The inspection will be conducted by a Certified Worker member and a Certified management member.
Inspection	<p>The inspection is to include:</p> <ul style="list-style-type: none"> • The use of the mutually agreed to designated workplace inspection document • Record notes or observations not included in the inspection template • Report hazards and/or concerns requiring immediate attention to management • Rectify high rated hazards immediately at time of inspection • Document inspector name, signature, and date of inspection

	<ul style="list-style-type: none"> • Inspection form to be communicated to the Committee members within three (3) working days upon completion
Multi Committee	<p>The workplace inspection will be divided in accordance with the areas in which the individual workers reside and/or work. Shared spaces will be inspected by both Committees.</p> <p>The workplace inspection conducted in a multi committee location will be shared amongst the various Committees.</p>
Inspection Locations	<p>The monthly workplace inspection list shall consist of the following locations required as per the OHSA, including but not limited to, 9(23) through 9(29) as it relates to joint health and safety inspections.</p> <ul style="list-style-type: none"> • CPY • Malton • CCTT • Churchill Meadows Community Centre Terminal • Westwood Square Terminal <p>The above list is subject to change.</p> <p>Additional optional locations will be inspected by the JHSC upon mutual agreement between the worker co-chair and manager co-chair.</p>
Committee Meetings	

Frequency	The Committee will meet monthly, on the third Wednesday for CP, on the fourth Wednesday for Malton.
Schedule	<p>The committee shall endeavor to complete the Committee meeting in the third week of the month for CP and the fourth week of the month for Malton.</p> <p>No monthly meeting shall be cancelled or rescheduled without mutual agreement of both Co-Chairs or their alternate in their absence.</p> <p>Committee members will be provided with one (1) hour or such longer period of time as the committee determines is necessary of preparation time immediately proceeding the scheduled meeting.</p> <p>Meetings shall be scheduled for three (3) hours with the option to reduce to two (2) hours as agreed upon by the Co-chairs to ensure the meeting agenda is completed.</p> <p>Meetings shall be conducted in person unless otherwise directed by a Public Health agency.</p> <p>In the event the meeting agenda is not concluded the remaining agenda items will remain as</p>

	agenda items for the following Committee meeting.
Quorum	The Committee will have a quorum of four (4) present in CP or four (4) present in Malton in order to conduct business. The number of employer representatives shall not exceed worker members.
Guests	<p>All guests shall be by mutual agreement of the committee Co-Chairs.</p> <p>The guest shall attend the meeting for the identified agenda item only unless otherwise by mutual agreement of the committee Co-Chairs.</p> <p>A Corporate Health and Safety representative that attends the meeting shall be present for the appropriate agenda item only unless by mutual agreement of the committee Co-Chairs.</p>
Agenda	<p>All agenda items identified as potentially being health and safety issues will be documented on the meeting agenda.</p> <p>The meeting agenda will have at minimum the following:</p> <ul style="list-style-type: none"> • Attendees • Guests • Approval of previous minutes • Unresolved issues from previous meeting

	<ul style="list-style-type: none"> • Workplace inspection issues identified • Health and Safety concerns raised • Review of occupational worker injuries and illnesses, hazard reports, and incidents/accident (301) reports • City of Mississauga Health and Safety information (when applicable) • Review of hygiene testing reports (when applicable) • Health and Safety audits, MLITSD visits or other similar correspondence (when applicable) • Time, date and place of next meeting <p>All submitted agenda items with supporting material is to be submitted to the Co-chair in advance to allow the Co-Chair(s) to finalize agenda and circulate prior to the scheduled meeting.</p>
Meeting Minutes	<p>Committee meetings shall be documented on the mutually agreed to JHSC meeting minute template.</p> <p>The committee shall decide a method/person that will be responsible for taking the official meeting minutes.</p> <p>Completed meeting minutes will be signed by both the Worker and Employer Co-Chair, will be</p>

	<p>communicated to ATU Local 1572 and will be posted on the Health and Safety Boards.</p> <p>Business reviewed and documented in the course of the Health and Safety Committee meeting shall remain tracked until the Committee has resolved the concern and/or the formal recommendation process as per the OHSA including but not limited to 9(20) has been completed and received an employer response.</p>
Multi Committee	The Committee meeting minutes in a multi committee location will be shared amongst the various Committees.
Section 9(20) Formal Recommendation	
Committee Powers	Under the OHSA including but not limited to Section 9(18) as it relates to powers of the committee it grants the Joint Health & Safety Committee the power to make recommendations to the employer and the workers for the improvement of the health and safety of workers or recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers.
Co-Chair Powers	Under the OHSA including but not limited to Section 9(19.1) as it relates to power of Co-chairs extends the power to make recommendations under subsection (18) to either co-chairs, in the

	event the committee has failed to reach consensus and acting in good faith to do so.
Internal Responsibility System (IRS)	It is important to note that these recommendations are to be considered once the Joint Health & Safety Committee has made reasonable attempts at resolving the concern.
Recommendation	<p>Under the Occupational Health and Safety Act including but not limited to, a formal 9(20) recommendation should be considered when:</p> <ul style="list-style-type: none"> • A recommendation has been submitted to the employer under the OHSA • The committee has failed to reach consensus about making recommendations under subsection (18) after attempting in good faith to do so
Submission	<p>A submission shall include the following:</p> <ul style="list-style-type: none"> • Date • Committee member name • Information on the hazard and/or concern • Steps taken by the JHSC to resolve the matter • Details of the recommendation(s)
Response	The Employer response shall be provided within 21 calendar days as outlined in the OSHA including but not limited to 9(20) as it relates to formal recommendations.

	<p>A response shall include the following as per OSHA including but not limited to 9(21) as it relates to formal recommendations.</p> <ul style="list-style-type: none"> • Agrees: A timetable for the implementation of the recommendations <p>Or</p> <ul style="list-style-type: none"> • Disagrees: A reason why the recommendation was not accepted
Occupational Hygiene Testing	
Testing	Recommendations from the Committee for hygiene testing are to be reviewed by the Co-Chairs inclusive of potential hazard, type of test requested and the concern raised.
Methodology	The methodology of the testing including type, frequency, timing, internal/external source and any other pertinent details are to be reviewed by the Committee Co-Chairs and agreed upon to ensure that the scope addresses the hazard and concern reported.
Committee Member	<p>The Company will ensure that the Committee member present for the testing is appropriate based on the below considerations:</p> <ul style="list-style-type: none"> • As designated by the JHSC • Job knowledge (classification) • Work Location knowledge • Training and competency • Availability

Reporting	The results of any hygiene testing conducted is to be provided in writing to the Committee within five (5) business days.
Multi Committee	In the event that the hazard identified for hygiene testing exists in areas where workers from both Committees work, both Committees may be present at the onset of all occupational hygiene testing. If the worker reps determine, they will be present for the entire duration of the occupational hygiene testing where deemed appropriate by the co-chairs.
Reporting and Statistics	
Frequency	1. Provide relevant data and statistics relating to occupational health and safety that are available to the Corporate Health and Safety department, Transit Enforcement, MiWay Maintenance, and MiWay Operations to the JHSC as agreed, subject to privacy requirements and legislation.

Article 14 - Uniforms, Work Clothing, Tool & Cleaning Allowance

- 14.01 (a) The Company will make the current catalogue available online to employees and the Union. In addition, a points list and cost list for each uniform item and accessories offered/supplied by the vendor will be posted online. Items will be shipped within Ontario to the employee's supplied address at the time of ordering, with a tracking number, at the Company's cost, and received in person or dropped off at a Canada Post location.
- (b) Each individual point represents one dollar. The points charged for each uniform garment or accessory will not exceed the purchase price from the uniform vendor/supplier. There shall be a rounding up & down of the dollar. If the price exceeds .50 cents plus one cent it shall be rounded up to the next dollar. If the price precedes .50 cents it shall be rounded down to the lower dollar amount. The Company shall ensure that the price of garments and required number of points will remain the same for the term of this collective agreement.
- (c) The vendor catalogue shall contain the specifications of mandatory uniform items,

which includes the following (as a quick reference). Operators will have the choice of men's or women's uniforms:

Uniform Items:

- Long sleeve shirt (27 points)
- Short sleeve shirt (26 points)
- 100% cotton/polyester or blend trousers (40 to 80 points)
- Skort/ skirts (84-99 points)
- Multifunction 3-in-1 jacket with Gore-Tex fabric & soft shell (345 points)
- Soft shell jacket (140 points)
- Sleeveless v-neck sweater (73 points)
- Fleece lined knit v-neck sweater (90 points)
- Cardigan with zipper (75 points)
- Tie with clip (13 points)

All outer wear shall contain Canadian Flag on the right arm (2"x3")

Note:

- Operators will have a choice of skirts/skorts or pants
- Operators can wear any Company issued uniform throughout the year without seasonal restrictions
- The Company shall supply, upon request, maternity wear as part of the uniform with no additional points for the similar non maternity items

- Additional uniform items are available beyond the above list and can be viewed at the following link:
<https://uniforme.mluniforme.com/>

The point value for the Uniform Items, Windbreaker, Sweater (zippered fleece lined knit v-neck), Multifunction Jacket and Jacket Inner will be fixed for the duration of the collective agreement. The Company may add optional uniform items which will be included in the catalogue.

The Company will ensure employees are provided with similar or equivalent specification of mandatory uniform items and will advise the Union of such modifications before advertising such new items if an amendment is required to the vendor's online uniform catalogue.

The Company will provide a copy and a link to an updated vendor catalogue to all employees prior to operators selecting their annual uniform allotment should additional optional items become available.

Operators will attend uniform fitting sessions which will be conducted by the uniform vendor on Company property. The sessions shall be held in both Central Parkway & Malton divisions in a designated area.

Available points can be used to select uniform items of

the Operator's choice from the vendor's online catalogue. Each selection will result in a deduction of points equal to the listed point value.

Operators can carry over one year's accrued amount of points to the next year's annual entitlement.

Operators will receive 300 points which will be used to select uniform items of their choice from the vendor's online catalogue. Each selection will result in a deduction of points equal to the listed point value.

Newly hired Operators will receive pro-rated points up to a maximum of 300 (25 points per month) in their 2nd year's annual clothing entitlement. Available points can be used to select uniform items of the Operator's choice from the vendor's online catalogue. Each selection will result in a deduction of points equal to the listed point value.

- (d) Newly hired Operators shall be issued a full operator uniform consisting of 2 pairs of pants, 5 shirts, 1 sweater, 1 windbreaker, (2) ties (optional, year round), and one Multifunction jacket with Gore-Tex like fabric & soft shell

- 14.02 (a) The following is a list of additional uniform items available and eligible to be acquired through

the points system. Operators may also purchase additional items at cost. The Company shall ensure that the price of garments and required number of points will remain the same for the term of this collective agreement.

Additional Items:

- Short sleeve performance polo shirt with a pocket (28 points)
 - Adjustable stretch cap (18 points)
 - Watch Cap (20 points)/Yukon Style (44 points)/Fleece Lined Knit Skull Cap (24 points)
 - Windbreaker (73 points)
 - Parka (165 points)
 - Shorts (55-80 points)
 - Sweater (zippered fleece lined knit v-neck) (83 points)
- (b) The Company will provide a Dry Cleaning Allowance of four hundred and fifteen dollars (\$415) per year for Operations Department employees. The allowance will be calculated on the basis of active employment i.e. for every month of inactive employment the allowance will be reduced by 1/12th. Payment will be made on or before October 31st, of each succeeding year.

14.03 All last issued uniform clothing and accessories

supplied at the Company expense shall remain Company property and shall be recoverable on demand. Should a Driver leave the employment of the Company, all uniform items and accessories (i.e. badge, punch, etc.) must be returned to the Company prior to issuance of the employee's final pay cheque.

- 14.04 In the event that any item of clothing or any accessory should become unserviceable or unsatisfactory in appearance due to negligence or abuse on the part of the employee to whom it was issued, the Company shall provide replacement therefore at such employee's expense.
- 14.05 Replacement or additional articles of clothing may be purchased from the Company at cost.
- 14.06 (a) Maintenance employees shall be supplied up to five (5) clean changes of coveralls per week. Such coveralls are the property of the Company and shall only be worn during working hours. When new coveralls are provided they will not be distributed to employees during the months of May, June, July and August.
- (b) Eight hundred and forty (840) points will be issued to Maintenance employees each January after one (1) calendar year of active employment.

- (c) Five hundred (500) points will be issued immediately to newly hired maintenance employees.
- (d) Each Maintenance point reflects an amount of \$1.00
Each Maintenance employee will be given access to the online Uniform ordering system.

Maintenance employees will be able to acquire any item(s) listed on the online ordering system through the entire calendar year with allotted points.

Maintenance staff can carry over one year's accrued amount of Maintenance points to the next year's annual entitlement.

The points and cost of uniform items listed in Appendix H will remain constant for the duration of the Collective Agreement.

In accordance with Appendix H uniform items available and eligible to be acquired through the points system. Maintenance employees may purchase any additional items at cost.

- (e) Upon completion of the probationary period the Company will provide, an annual safety boot allowance of two hundred and fifty (\$250)

dollars towards the purchase of one pair of CSA approved and OSHA required safety boots/shoes.

- (f) Upon request, the Company will provide a winter boot allowance of two hundred and fifty dollars (\$250) once every three (3) years to the Building and Route classification only. Receipts are required within ninety (90) days.

14.07 (a) All last issued work clothing and accessories supplied at the Company's expense shall remain Company property and shall be recoverable on demand. Should a maintenance employee leave the Company, all last issued clothing items and accessories must be returned to the Company prior to issuance of the employee's final pay cheques.

- (b) In the event that any item of clothing or accessory should become unserviceable or unsatisfactory in appearance due to negligence or abuse on the part of the employee to whom it was issued, the Company shall provide a replacement item at such employee's expense.

- (c) Replacement or additional articles of work clothing may be purchased from the Company at cost.

- 14.08 Where necessary, maintenance employees shall be provided with safety rubber boots, rain hats, coats, gloves and parkas. Such clothing is the property of the Company and shall, with exception of parkas, only be worn at work and shall not be removed from the premises.
- 14.09 As Mechanics and Apprentices are required to supply tools to perform their job, and to compensate the employees, the Company provides a taxable tool allowance paid on the employee's forth (4th) pay of the year. The tool allowance is as follows:
- January 2011 - twelve hundred (\$1,200) dollars
- 14.10 The Company shall supply all tools, deemed necessary by the Company, to be used by Mechanic's Helper and Building & Route Employees.
- 14.11 Employees required to maintain membership in the Skilled Trades Ontario in the various motor vehicle repair fields will be reimbursed by the Employer one hundred percent (100%) for each certification renewal fee for each of the two required Mechanic certificates, and the required Auto Body and Collision Damage Repairer certificate, upon the employee presenting evidence of payment to the College. Such reimbursements will be paid either by March 31st, June 30th, September 30th, or December 31st whichever date

occurs after their membership has been renewed annually.

The following shall be effective January 2025 and will replace the existing 14.11:

Employees required to maintain membership in the Skills Trades Ontario as a condition of employment, will be fully reimbursed for their certification renewal fee annually by the Company on the employee's fourth (4th) pay of the year.

14.12 All allowances will be made by direct deposit.

Article 15 - Leave of Absence

15.01 The Company may grant leave of absence to employees without pay and without loss of seniority providing:

- (i) All the requests for leave of absence are submitted in writing seven (7) working days prior to the date such leave is to commence;
- (ii) Where the request is for personal reasons, the leave is in the Company's opinion, for good and legitimate reasons and does not interfere with the efficiency of operations.

- (iii) The requested leave does not exceed thirty (30) calendar days in any one (1) calendar year.
- (iv) If the employee is denied LTD by the insurance carrier and submits medical from a specialist stating the employee is totally disabled to Employee Health Services, a leave of absence will be granted for up to three (3) months subject to exigencies of services. With appropriate conformation of continued total disability, the leave of absence may be renewed.

15.02 All approved leaves of absence shall be in writing. The Company may give special consideration to the provisions of Section 15.01 if, in its opinion, an emergency situation exists.

15.03 An employee granted a leave of absence in accordance with the provisions of this Article, shall not engage in any other employment during such leave unless authorized to do so in writing by the Company and the Union.

15.04 The Company shall grant leave of absence to employees, without loss of seniority to attend functions of the Union, providing:

- (i) that the requested leave does not exceed ten (10) days;

- (ii) that not more than six (6) employees shall request such leave at any one (1) time;
- (iii) that the leave is requested, in writing, at least two (2) weeks in advance of the date it is to commence, when possible;
- (iv) that the approval of the Director of Transit or their Designate has been granted in writing;
- (v) that the total leave of absence granted in accordance with this Section shall not exceed a maximum of forty (40) days leave per contract year.

- 15.05 (i) A pregnancy/parental leave of absence shall be granted in accordance with the Employment Standards Act and regulations thereunder. The Company will pay 100% of its normal contribution for health and life benefits during approved maternity leave.
- (ii) The Company agrees to provide female employees of the ATU Local 1572 the current non-union Maternity Benefit Supplement Policy.

- 15.06 The Company may grant an employee a leave of absence, not to exceed thirty six (36) months, if such employee's driver's licence is suspended. During the

leave of absence the employee may apply for consideration to posted vacancies. The provisions of this clause may be exercised by an employee on one (1) occasion only.

- 15.07 Transit Operators will be entitled to one (1) eight (8) hour shift, with pay, to attend personal medical appointments for themselves. Maintenance employees will be entitled to either a one (1) eight (8) hour shift, or two (2) four (4) hour shifts off, with pay, to attend personal medical appointments for themselves. Such an employee utilizing this leave must provide notice as per the standard practice instruction (SPI). An SPI will address the process for the application, use and approval.

Article 16 - Bereavement Leave

- 16.01 (a) An employee shall be allowed a maximum of five (5) working days' leave with pay (which may be split), to make arrangements for and to attend the funeral, in the event of the death of their:

Mother, Father, Spouse (same sex/common law),
Child (mother, father or child of a person, whether that relationship came to be through birth or legal means.)

- (b) An employee shall be allowed a maximum of

three (3) working days' leave with pay (which may be split), to make arrangements for and to attend the funeral, in the event of the death of their:

Brother, Sister, Mother in-Law, Father in-Law,
Foster Parent

- (c) An employee shall be allowed a one (1) working day leave with pay, to attend the funeral, in the event of the death of their:

Uncle, Aunt, Daughter-in-law, Grandchild,
Grandparent, Sister-in-law, Son-in-law, Brother-in-law

- (d) The Company shall allow an employee one (1) concurrent additional working day's leave of absence, with pay, to attend the funeral of their immediate family, where such funeral is outside the Province of Ontario or three hundred (300) kilometers from Mississauga Ontario.

If during the term of this Collective Agreement, the Corporation amends the bereavement policy for any City employee, save and except Fire, the policy in its entirety, will replace current article 16.01 if such amendments are desired by the Union.

16.02 The Company may require proof of death under the provisions of this Article.

- 16.03 In complying with the provisions of this Article, the Company shall pay the employee, granted such leave, for normal working hours lost only. An employee may, by written request, be granted additional leave without pay.
- 16.04 Where an employee is on vacation and would, but for being on vacation, be entitled to bereavement leave, the employee will be granted the applicable bereavement leave period which will be added to and commence immediately upon conclusion of the employee's vacation.
- 16.05 Subject to exigencies of services, the Company shall grant two (2) union officers time off their regular shift to attend the funeral service of a Local 1572 fellow employee or retiree of Local 1572. Such time off shall be without loss of regular pay.

Article 17 - Jury Duty/ Summoned Witness

- 17.01 (a) If an employee is called for jury duty, or summoned as a witness to attend in any court or other legal proceeding except an arbitration hearing held under the terms of this Collective Agreement, the parties agree that the hours spent in the Court or other adjudicative body will be treated as hours worked and that the Company will rearrange, where necessary, the employee's

hours of work for the day of leave in order to ensure that an employee has a proper period of rest before or after the appearance.

If an adjustment is required, the employee's shift will be deemed to commence at the time the employee is due in court as verified by the court summons or other document and the shift will be deemed to end 8 hours thereafter.

- (b) Where an employee is required to be in court for at least five hours in any day, this will be considered a full day of work and they will be entitled to 8 hours pay. If any employee attends court for less than 5 hours they will be required to report back to work for an additional period of time to complete the 8 hour day.
- (c) Travel time to the transit terminal as may reasonably be required will be included in the calculation of the 8 hour day, and without limiting the generality of the foregoing, the following times will be provided:
 - (i) 30 minutes from Provincial Court (Civil or Criminal) at 950 Burnhamthorpe Road, Mississauga;
 - (ii) 45 minutes from the District Court, 7755 Hurontario Street, Brampton OR from

Provincial Court (Criminal Division), 5
Ray Lawson Blvd, Brampton;

- (d) Where the combination of time worked, time spent in court and travel time exceeds the total of 8 hours in any day, the amount of time beyond 8 hours will be paid at the appropriate overtime rate.
- (e) Transit staff are required to instruct all employees who attend court to obtain a certificate from the clerk of the court or the lawyer who caused the summons to be issued, which will verify the exact times of their court attendance.
- (f) No compensation will be payable to any employee who is required to attend court on their off day.
- (g) In consideration of the payments being made above, each employee will also be required to refund to transit, any payment they received from the court, excluding any allowance for meals or travelling expenses.

Article 18 - Statutory and Designated Holidays

18.01 The following days shall be recognized as Statutory

or Designated Holidays for the purposes of this Agreement:

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

- 18.02 (a) If the appropriate governmental authority provides an additional paid Statutory Holiday, during the term of this agreement, the Statutory and Designated Holidays section of Article 18 shall be amended to provide such holiday.
- (b) In addition to the above, the Company shall provide, in each calendar year, 2 floating paid holidays provided the employee has completed the probation period referred to in Article 12, Section 12.04. Each employee shall request the day, to be observed as the floating holiday, thirty (30) days in advance of the day to be taken. All Floaters must be taken by January 31st of the year following the year in which they (the Floaters) are earned or the employee will forfeit the day(s).
- (c) Subject to the continued and future approval of City Council and any applicable governing legislation, the Company will observe the National Day for

Truth and Reconciliation by providing staff with additional paid time off work. As such, the Company shall provide one (1) additional paid floating holiday in lieu of and in recognition of this day. This floating holiday shall be provided and scheduled in the same manner as other floating holidays, as outlined in article 18.02 (b).

In consideration of the above, the National Day for Truth and Reconciliation while observed by the City, shall be scheduled as a normal working day.

18.03 Employees covered by this Agreement, subject to the conditions below, shall be entitled to eight (8) hours regular pay, excluding all premium rates, for any of the above holidays:

- (a) Provided the employee was not at work due to absence recognized by the WSIB; an official State of Emergency declared by the City of Mississauga; a Bereavement Leave as defined in Article 16.01; on a single day approved unpaid leave of absence on the day before or after the statutory holiday; reporting late for work up to one hour, or provides medical documentation which clearly states the medical restrictions that prevented the employee from attending work.

18.04 The Company, the Union and the employee recognize that service to the public is essential and, therefore,

agree it shall be necessary that sufficient qualified employees work on the holidays, referred to herein, to permit satisfactory operations.

- 18.05 A special sign-up shall be posted two (2) weeks in advance of the holiday to be observed, to determine the employees working on the Statutory or Designated holiday. If sufficient employees do not sign to cover the work available, employees with the least seniority shall be assigned to complete the required crews.
- 18.06 An employee required to work on any of the Statutory or Designated holidays specified above shall be paid at time and one-half (1½) their regular hourly rate for all hours worked.
- 18.07 If any of the Holidays referred to in this Article are renamed they shall be recognized under the terms of this Agreement, but under no circumstances shall the total number of paid holidays exceed twelve (12) during each year of this Agreement.
- 18.08 Any of the Statutory or Designated Holidays that fall on an employee's day off, but for a vacation day, will be recorded by the Company as an unpaid lieu day under the employee's name.

Article 19 - Vacation with Pay

- 19.01 An employee covered by this Agreement shall be entitled to an annual vacation with pay, calculated on the previous calendar year's gross earnings, and based on their employment anniversary date, as follows:
- (a) An employee who has completed more than one (1) year of service but less than seven (7) based on their anniversary date shall be entitled to four (4) weeks vacation and shall receive vacation pay on the basis of eight per cent (8%) of the previous year's gross earnings.
 - (b) An employee who has completed seven (7) but less than fourteen (14) years of service based on their anniversary date, shall be entitled to five (5) weeks vacation entitlement and shall receive vacation pay on the basis of ten per cent (10%) of the previous calendar year's gross earnings.
 - (c) An employee who has completed fourteen (14) years of service based on their anniversary date, shall be entitled to six (6) weeks vacation entitlement and shall receive vacation pay on the basis of twelve per cent (12%) of the previous calendar year's gross earnings.
 - (d) New employees who have not completed one

year of service, but who will be entitled to vacation during the calendar year, may have to select a vacation period prior to their Anniversary date.

19.02 Upon completion of three (3) years service with the Company, an employee shall be permitted to request once in every three (3) year period, a carryover of vacation entitlement subject to the following conditions:

- (a) The request must be in writing and presented to the Department Director. The request must be made at the time of the Vacation Sign-up in the year prior to the Vacation Sign-up for the year in which the accumulation is desired.
- (b) The employee may carry forward any portion of a year's vacation entitlement subject to the Company's approval.
- (c) The request must be approved by the Department Manager in both Vacation Sign-up periods referred to in Part (a).
- (d) The number of employees on vacation at one time will not exceed the normal vacation quota for the period.

- (e) No carry over of vacation pay will be permitted under this provision.

19.03 The Company, the Union and the employees recognize that service to the public is essential and, therefore, it is necessary that the Company determine the number of employees off on vacation at any one (1) time.

19.04 The Company shall post separate vacation sign-up schedules in the Operations and Maintenance Departments on or before October 1st of each year to determine the allotment of vacation entitlement. The sign-up procedure shall be as follows:

- (a) The sign-up for a specific vacation period, in accordance with the employees entitlement shall commence on the Monday of the week (Monday to Friday) in which November 1st falls. Further if November 1st falls on a weekend then the sign-up will be deferred to the following Monday.
- (b) In recognition of seniority, employees shall be allotted a date and time to sign their vacation preference.
- (c) Where an employee fails to sign on or before the allotted time, such employee's name shall be by-passed and the allotment of vacation entitlement

shall be made from dates remaining at the time the employee reports for sign-up;

- (d) Employees shall be required to sign-up for a minimum of one (1) week's vacation entitlement at any one (1) time. When an employee's entitlement is less than one week, such employee shall be required to take their full entitlement.
- (e) Effective with the vacation sign-up, a separate vacation sign-up will be held for Rebuild Shop employees in the Maintenance Department.

19.05 Where a paid holiday as outlined in Article 18.01 above falls during an employee's vacation, the employee may request an extra day of vacation with pay, in lieu of the paid holiday. Such day must be requested in writing on an approved form provided by the Company prior to the employee's vacations and will be subject to approval of the Department Manager.

19.06 The Company shall continue to issue vacation pay benefits, on request, and separate deduction summaries, in accordance with the present system. Vacation pays will not be issued prior to pay number three (3) of each year other than those employees who actually will be taking their scheduled vacation. Employees shall schedule and take their minimum

required vacation in accordance with the Employment Standards Act.

- 19.07 In the event of termination of employment, for any reason whatsoever, the terminating employee shall receive their full vacation pay credits accrued since the last day upon which vacation pay was calculated.
- 19.08 An employee who is off work and receiving Workers' Compensation due to an injury suffered while in the employ of the Company, or who is absent due to a certified illness, in excess of ten (10) working days, at one (1) time, shall have such time off counted as time worked for the purpose of computing vacation pay at the applicable rate for the next vacation period only. In order to qualify for this provision, an employee must work a minimum of one hundred and twenty (120) days during the vacation calculation period.

Article 20 - Hours of Work

- 20.01 Except when an Act of God prevents the normal operation of the Company, an employee who reports for work on their normal shift shall be guaranteed eight (8) hours pay at their appropriate hourly rate. Employees who report for work late or who take time off for any reason, shall not be entitled to the guarantee.

- 20.02 (a) The normal hours of work for all employees covered by this Agreement shall be eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.
- (b) Employees required to work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half (1½) their regular hourly rate for all hours worked in excess of eight (8) in any one (1) day, or forty (40) in any one (1) week.
- (c) Work performed on an employee's assigned day of rest shall be paid at the rate of time and one half (1½) the employee's regular hourly rate, provided; such employee works their regularly scheduled work week. Work on the employee's day of rest shall be on a voluntary basis, provided that sufficient experienced employees are available to perform the required work. Where sufficient experienced employees are not available, experienced employees with the least seniority shall be assigned the work.
- (d) Maintenance Department employees shall be entitled to one (1) paid fifteen (15) minute break period for each half of an eight hour shift and one (1) ten (10) minute personal wash up period to be observed before the completion of the shift.

20.03 (a) During any week in which a Statutory or Designated Holiday occurs, as contained in Article 18, Section 18.01, the weekly limit as defined above shall be reduced to thirty-two (32) hours. In the case of two (2) Statutory Holidays occurring in any one (1) week, the weekly limit shall be reduced to twenty four (24) hours.

(b) Time worked on a Statutory or Designated Holiday, for which the employee is paid time and one-half (1½) shall not be counted for the purpose of calculating weekly overtime.

20.04 (a) Employees required to work on a Sunday shall be paid the following premium rates per hour in addition to their regular hourly rate. Effective April 1, 2003, the Sunday Premium Rates will be increased to half time rates. The Sunday Premium Rates follows:

Classification	Effective October 1, 2023	Effective October 1, 2024	Effective October 1, 2025
General Service	\$16.19	\$16.88	\$17.56
Building & Route	\$16.81	\$17.53	\$18.23
Mechanic's Helper	\$16.81	\$17.53	\$18.23
Mechanic/Autobody Collision Damage Repairer	\$23.31	\$24.30	\$25.27
Operator	\$19.63	\$20.46	\$21.28
Newly Hired Operator @ 60%	\$11.78	\$12.28	\$12.77
Newly Hired Operator @ 80%	\$15.70	\$16.37	\$17.03

Newly Hired Operator @ 90%	\$17.67	\$18.42	\$19.15
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- 20.04 (b) Employees required to work in excess of eight (8) hours on a Sunday shall be paid at the rate of time and one-half (1½) their regular hourly rate.
- 20.05 Employees called back to work after the regular designated punch out time shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1½) their regular hourly rate.
- 20.06 (a) It is understood and agreed that overtime work shall, insofar as it is practical, be allocated daily and weekly on an equal opportunity basis. For Operations, the overtime book shall be updated daily and a copy emailed to the Union Vice President. For Maintenance, the required and awarded overtime sheets will be posted on the overtime board for the week with a copy emailed to the Vice President.
- (b) Employees shall not be required to lay-off during regular assigned hours in order to absorb overtime. A minimum of eight (8) hours will be paid to employees when asked to cover a complete assigned shift.
- (c) An employee shall not be required or volunteer to work an additional shift until such time as

they have a rest-break of at least eight (8) hours following the completion of their last assignment, with the exception of the effective day of a new sign-up period.

- 20.07 (a) The parties, hereto, agree that separate sign-ups shall be posted for bid at maximum intervals, every nine (9) weeks in the Operations and Maintenance Departments. A nine (9) week sign up can only occur twice per calendar year. Employees shall be assigned to the crew of their choice in accordance with their seniority. Any nine (9) week sign up must not occur within July and August.
- (b) The procedure to be followed, with regard to sign-ups, during the term of this Agreement, shall be the existing procedure as posted, unless changed by mutual agreement. No regular sign up period shall start two (2) weeks in either direction of Christmas Day for Operations only. The parties agree that separate sign-ups shall be posted for during the Christmas/New Year's period, when a one (1) two (2) week selection or two (2) one (1) week selection shall be made based on service needs. Prior to the yearly vacation sign up, the parties may mutually agree to extend this to a three (3) week selection. Vacation quotas shall be

adjusted accordingly during this period to reflect service/workforce requirements.

- (c) It is further agreed that all new schedules shall commence on the beginning of the closest pay period.
- (d) Union and Employer representatives will cooperate in the administration of the crew, holiday and vacation selection procedures. Should an inadvertent error or omission occur during such sign-ups, the situation will be addressed between the parties with the goal of finding an amicable resolution.

20.08 The Company and the union mutually agree upon a commitment to have Transit Operator daily duties that are conducive to Transit Operators' well-being and productivity. The Parties may work together through the normal Labour/Management process to address any concerns with daily duty trends as they may become known in order to maintain a healthy work-life balance.

20.09 All split shifts shall be completed within twelve (12) hours and one (1) minute of their daily starting time. For time worked in excess of ten hours and thirty one minutes an allowance of one quarter time for a total of one and one quarter times the hourly rate will be paid.

- 20.10 In the event a vacancy occurs caused by a termination, voluntary or otherwise, on a crew, such vacancy shall be posted on the sick relief sign up.
- 20.11 Operators shall be supplied transportation to and from relief points and the garage.
- 20.12 (a) Operators shall be provided with ten (10) minute reporting allowance to: Report in, draw and prepare required documents, prepare vehicle for schedule departure and return all documents. When required to work split shifts, an additional ten (10) minutes reporting allowance for the second part of the split shift will be allowed. Effective the October 2024 board period, the reporting allowance will be increased to fifteen (15) minutes.
- (b) Report time will be paid at regular hourly rates and the time will not be calculated as part of the scheduled hours as referred to in Article 20.02 (b).

20.13 Decompression Time

The Company cares about its employees and is focused on ensuring their well-being. It understands that when employees are well, their ability to deliver safe and courteous service increases. The Company will ensure that all Operator duties will incorporate decompression

time. For the purposes of this Article, the term "decompression time" will be taken to mean protected time to remove oneself from the operator's seat to stretch and move about and use restroom facilities when necessary.

For further clarity the mandatory decompression time is above and beyond any recovery/layover time. The mandatory decompression time will be taken regardless of schedule adherence. Decompression time will be scheduled in accordance with the washroom matrix and provided to employees in accordance with the Standard Practice Instruction (SPI) "Operator Decompression Time" (the SPI "Operator Decompression Time" will remain unchanged for the life of the collective agreement unless mutually agreed upon). For further clarity, the decompression time shall be equal to the current washroom matrix timing.

20.14 Scheduled Run Times

The Company expresses its commitment to prioritize the construction of all scheduled runtimes with utmost consideration for safety, fairness and reliability, aligning with the principles outlined in the Occupational Health and Safety Act, the Highway Traffic Act, the Collective Agreement, and other pertinent legislation. For clarity, no employees shall be expected to violate any of the above noted legislation to comply with run times.

In our dedication to ensuring safe, and reliable runtimes, the Parties involved mutually agree to establish a Runtime Committee. This committee will be empowered to evaluate and recommend adjustments to transit runtimes, underscoring our shared commitment to the well-being and safety of our employees.

Scheduled times will ensure the safe and reliable delivery of transit services to their respective destinations. Our focus will be on safe operating, driving according to conditions as well as providing opportunities for appropriate rest breaks and restroom access.

The Parties agree that adequate scheduled runtimes will be provided for each route's daily in-service timings and deadhead timings, including recovery times. Where it is believed that run times are inadequate, this matter will be referred to the runtime committee for review. This commitment is pivotal to maintaining the well-being of Transit Operators.

In addressing the issue of runtimes, our collective efforts will be directed towards fostering an environment that values the welfare of our employees. The parties agree that all chronic and inadequate runtimes have a negative impact on both transit operators and customers.

20.15 Washroom Facilities

The Company shall commit to providing employees access to safe and sanitary washroom facilities on all scheduled routes.

Washroom facilities will include a secured door lock, toilet, sink, adequate lighting, regular maintenance for sanitary cleanliness, HVAC, and hot/cold running water.

The Company will prioritize access to City facilities when scheduling.

When entering into an agreement with a third party to provide washroom facilities, such agreement will outline all requirements noted in this article.

Article 21 - Temporary Help

21.01 The Company may use temporary persons for vacation fill-ins, absenteeism and for emergency purposes, but such persons shall not be used to deprive regular employees of their normal hours of work, nor shall they be used to an extent where it would deprive the gainful employment of a regular employee provided such is available. The Company shall not use temporary employees as Operators before discussions are held with the Union.

21.02 Temporary persons shall receive one dollar (\$1.00) per hour less than the maximum rate in the classification hired into, but are otherwise not covered by the terms of this Agreement. Such employees shall pay the regular monthly Union dues.

Article 22 - Group Insurance Plan

a) The parties agree that should the City provide, to other employee groups other than fire, health and life benefits of the type described in Article 22 of the Collective Agreement, but for Articles 22.01 (f) and (h), during the period between October 1, 2023, and September 30, 2026, which constitute a revision to the benefits such as major medical or dental then, the Company shall meet with the Union Executive for the purpose of providing the union with the details of the revisions and allow the union the opportunity of having such revisions granted in their entirety to their union members.

b) Pay Direct Drug Cards will be issued to all employees.

Generic drug substitution will be required unless no generic drugs are available or the physician directs that a generic substitute is not allowed by writing “no substitution” on the prescription.

22.01 The Company shall pay the full cost (100% of

premiums) to provide the following benefits, providing the employee completes the necessary application cards and meets all eligibility requirements for enrollment:

- (a) Ontario Hospital Insurance Plan;
- (b) Extended Health Benefit Plan including semiprivate hospital insurance coverage under the group policy and the following:

Vision Care	With a benefit of four hundred and twenty-five (\$425) dollars in any twenty-four month period with coverage that can be used for laser eye surgery and eye exam reimbursement of seventy-five dollars (\$75) every two (2) benefit years.
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Hearing Care	With a benefit of five hundred (\$500) dollars per person per family once every two (2) years. Cochlear implant processor/equipment up to \$5,000 per ear in every 5 years.
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- (c) Group Life Insurance Plan with coverage equal to two (2) times the employee's salary to the next highest multiple of one (1) thousand up to a maximum of \$400,000.00.

- (d) An Accidental Death and Dismemberment Benefit equal to two (2) times the employees salary to the next highest multiple of one (1) thousand up to a maximum of \$400,000.00
- (e) A paid-up Life Insurance policy of five Thousand Dollars (\$5,000), upon approved retirement after five (5) years continuous service with the Company;
- (f) A Weekly Indemnity Plan providing benefits for a maximum of twenty-six (26) weeks. The administration of the Weekly Indemnity (WI) plan is based on a five (5) day payment cycle, where regularly scheduled off days are unpaid but form part of the waiting period for the first two (2) absences.

For the third and subsequent absences in a calendar year (January 1 to December 31), Weekly Indemnity payment will not commence until the employee has served a three (3) scheduled working day waiting period.

The Weekly Indemnity Benefit rates will be 85% of the applicable regular hourly rate as follows:

2023

	Weekly Indemnity	Modified Work
Classification	October 1st 2023 @ 85%	October 1st 2023 @ 90%
General Service	\$27.52	\$29.14
Building and Route	\$28.58	\$30.26
Mechanic's Helper	\$28.58	\$30.26
Mechanic/Auto Body Collision Damage Repairer	\$39.62	\$41.95
Operator	\$33.36	\$35.33
Operator: New Hire @ 80%	\$26.69	\$28.26
Operator New Hire @ 90%	\$30.03	\$31.80

2024

	Weekly Indemnity	Modified Work
Classification	October 1st 2024 @ 85%	October 1st 2024 @ 90%
General Service	\$28.70	\$30.38
Building and Route	\$29.79	\$31.55
Mechanic's Helper	\$29.79	\$31.55
Mechanic/Auto Body Collision Damage Repairer	\$41.30	\$43.73
Operator	\$34.78	\$36.83
Operator: New Hire @ 80%	\$27.83	\$29.47
Operator New Hire @ 90%	\$31.31	\$33.15

2025

	Weekly Indemnity	Modified Work
Classification	October 1st 2025 @ 85%	October 1st 2025 @ 90%
General Service	\$29.84	\$31.60
Building and Route	\$30.98	\$32.81

Mechanic's Helper	\$30.98	\$32.81
Mechanic/Auto Body Collision Damage Repairer	\$42.95	\$45.48
Operator	\$36.18	\$38.30
Operator: New Hire @80%	\$28.94	\$30.65
Operator New Hire @ 90%	\$32.56	\$34.47

Income tax will be deducted from the foregoing weekly benefit rates by the insurance carrier prior to issuance. Benefits will be effective for the first three days of an illness claim in the same manner as is currently the case for an accident claim.

Any employee eligible for Weekly Indemnity Benefits, who is employed in a modified work program will be compensated on the basis of 90% of their applicable regular hourly rate.

Employees who are on an approved and detailed return to work program (work hardening) where the employee is working towards eight (8) hours in their regular classification and who are performing at least two (2) hours in their regular classification will be paid at 100% their regular wage rate while performing modified work.

Employees on weekly indemnity who participate in an approved modified work program will have their twenty-six (26) week entitlement extended by the number

of modified hours worked.

22.01 (g) A Preventative Care Dental Plan will be provided with the ODA Schedule of Fees being increased as follows:

- Effective September 14, 2024 - 2024 ODA Fee Schedule Rates
- Effective April 1, 2025 - 2025 ODA Fee Schedule Rates
- Effective April 1, 2026 - 2026 ODA Fee Schedule Rates

Denture coverage and root canals to be 100% paid for by the Company. Provided the claims statement is submitted to the carrier and a copy provided to the Company, claims would be adjusted and paid within fifteen (15) business days.

(h) A Long Term Disability Plan, as outlined in the Master Policy with a twenty four (24) month “own occupation” definition, following a twenty-six (26) week elimination period and benefits payable to age 65. Benefit level to be sixty-six and two thirds percent (66-2/3%) of employee’s normal earnings.

- (i) Each employee will be provided with standard travel coverage that is equal to or greater than current coverage.
- (j) Mental Health coverage including no per visit max and combined annual max of \$2,500 for psychologist, Licenced/Registered Social Worker, and psychotherapist. Fees are subject to reasonable and customary charges.
- (k) Health Spending Account/Personal (Wellness) Spending Account (City Paid)

The City will provide a Health Spending Account (H.S.A.)/ Personal (Wellness) Spending Account (P.S.A.) for eligible permanent full-time employees. The program will provide eligible employees with access to a \$300 H.S.A. / P.S.A. for a specified benefit year.

- 100% City Paid
- Employees can allocate any portion of the \$300 between P.S.A. and H.S.A. each year at a designated time
- \$300 is pro-rated according to number of months of employment
- P.S.A. is a taxable benefit that can be used for expenses such as: Home Office, Fitness, Child Care, Health Related Services

- H.S.A. is a non-taxable benefit that can be used for all health and dental expenses approved by the Canada Revenue Agency
- Indigenous healing services such as counselling services, traditional medicines and more are covered under this benefit
- Services of licensed reflexologists are covered under this benefit. These reimbursements are considered non-taxable
- This benefit is not eligible for retirees

(l) Paramedical Coverage

- Registered Massage Therapists at a \$115 per visit maximum with a \$1000 annual maximum. Reasonable and customary amounts shall apply for any claims over the \$115 per visit maximum.
- Chiropractors at a \$120 per visit maximum with a \$2000 annual maximum. Reasonable and customary amounts shall apply for any claims over the \$120 per visit maximum.
- Physiotherapists with a \$90 per visit maximum with no annual maximum
- All other paramedical service coverage shall remain the same.

(m) Optional Insurance – Active Employees Only

Optional Life Insurance may be purchased at the cost of the Employee. The banded rates are as follows:

- Employee & Spouse - units of \$10,000 up to a maximum of 20 units (\$200,000)
- Child(ren) - units of \$5,000 up to a maximum of 5 units (\$25,000)
- Coverage terminates upon attainment of age 70 for the employee or attainment of age 70 for the spouse or retirement, whichever occurs first.

Optional Employee Paid Critical Illness Insurance for active employees with the Following Coverage Amounts:

- Employee – Units of \$25,000 to a maximum of \$200,000
- Spouse – Units of \$25,000 to a maximum of \$200,000
- Child – Units of \$5,000 to a maximum of \$20,000

- (n) Employees retiring on an OMERS pension after ten (10) years of service will be offered coverage to age 65 as follows.

Retirees, up to age 65, may purchase units of \$10,000 of Life Insurance, subject to evidence of insurability, to a maximum of five (5) units or

\$50,000.

Life Insurance - \$10,000 maximum coverage,
66-2/3% employer paid;

Major Medical health coverage similar to that for active employees not including private ward coverage or out of country coverage.

Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year; 100% employee paid.

Basic dental coverage similar to that for active employees.

Reimbursement will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.

There is a \$25 single and \$50 family deductible on this coverage.

Optional Major Restorative/Orthodontic dental coverage similar to that for active employees.

Reimbursement will be as per active employees.

- (o) Employees with at least 10 years of full time service with the Company who are 55 or older and not eligible for an unreduced pension will be eligible to apply for the following early retirement benefits coverage upon acceptance of an OMERS retirement pension. Coverage is for a maximum of 10 years or until age 65, whichever occurs first.

The full premium cost for coverage will be paid by the employee.

The coverage will consist of:

1. Major Medical health coverage similar to that for active employees not including private ward or semi private ward coverage or out of country coverage. Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter Reimbursement will be at 100% for the remainder of the year.

There will be no \$25 annual deductible on this coverage.

2. Basic dental coverage similar to that for active employees.
Reimbursement will be at the rate of 80%.
The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.
Optional Major Restorative/Orthodontic dental coverage similar to that for active employees. Reimbursement will be as per active employees.

- (p) If during the term of this agreement (October 1, 2023 – September 30, 2026), additional retiree benefits are provided to non union employees, the City shall simultaneously provide such improved benefits to members of the Union.

22.02 The Company will provide the following options to the Group Insurance Plan.

- (a) Additional units of \$10,000 of Life Insurance coverage. All additional amounts will be subject to evidence of insurability. Additional amounts are paid by the employee.
- (b) Survivor income benefit. Employees presently covered for the benefit may continue to do so if they wish.

- (c) The Transit Department will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those employees who desire such coverage. The coverage will be subject to the various restrictions, deductibles, etc., offered under the previous Option #1, as per the Master Insurance Policy. Effective January 1, 2006, the fifty percent (50%) co-insurance amount will be revised to five thousand dollars (\$5,000).
- (d) Dependent Group Life Insurance - fully employee paid.

22.03 Newly hired employees shall qualify for the above coverage after the following service:

- (a) Three (3) months for Weekly Indemnity
- (b) Two (2) months for all other coverage except LTD which requires six (6) months of service.

22.04 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12^{ths}) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

- 22.05 The Company agrees to provide a detailed list of health care benefits to the Secretary of the Local not later than January 31st of each calendar year. In addition, copies will also be provided following any change in insurance carriers.
- 22.06 The Company agrees that the benefits, as administered by the Insurance Carrier through the Health and Life Master Insurance Policy, shall be in accordance with Article 22 of the Collective Agreement.

Article 23 - Classification and Rates of Pay

- 23.01 The following classifications and rates of pay shall apply during the term of this Agreement.

Classification	October 1, 2023	October 1, 2024	October 1, 2025
General Service	\$32.38	\$33.76	\$35.11
Building & Route	\$33.62	\$35.05	\$36.45
Mechanic's Helper	\$33.62	\$35.05	\$36.45
Mechanic/Auto Body Collision Damage Repairer	\$46.61	\$48.59	\$50.53
Operator	\$39.25	\$40.92	\$42.56

Effective July 31, 2024, a \$1.75 per hour Skilled Trade premium shall apply for Mechanic/Auto Body Damage Repairer who hold 310T or 310B certification.

Newly Hired Employee:

Training Rate*	60% of Operator's Rate
Probationary Rate (1 - 9 Months)	80% of Operator's Rate
10 - 12 months	90% of Operator's Rate

* Date of Hire to completion of the Initial Training Period

- 23.02 Employees who are selected by the Company and who agree to assist with on the job training for new Operators will be paid a premium of one dollar and fifty (\$1.50) cents per hour while so instructing.
- 23.03 Lead Hands, Acting Lead Hands and any other employees acting in a position of responsibility will be accountable to ensure all work is carried out in accordance with the Company's safety policies and all applicable legislation including the *Occupational Health & Safety Act*.

All Lead Hands and Acting Lead Hands shall be trained and receive any job required certifications, including but not limited to those under the Occupational Health and Safety Act and any applicable regulations, CPR and first aid.

Each year, by November 1st, the Company will publish an Expression of Interest for the position of Acting Lead-Hands. The successful applicants will then form the pool of Acting Lead-Hands for the upcoming year. If

employees want to be considered for an Acting Lead-Hand role, they must add their names to this list.

Any employee in the Acting Lead Hand pool can opt out at any time.

Employees promoted to Lead Hands or Acting Lead Hands will be selected in accordance with their seniority as per to the Provisions of Article 12.03.

These duties shall not include powers of disciplinary action nor will any reports from a lead hand be used to support disciplinary actions save and except for issues of harassment and workplace safety violations.

Effective January 1, 2020, Lead Hands and Acting Lead Hands shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

- 23.04 An employee who is hurt while performing their assigned duties shall not suffer any loss in regular earnings on the day of the injury, provided medical treatment by an M.D. is received and the employee checks with their supervisor following such treatment. The provisions of this Article apply for new injuries only.

23.05 In lieu of scheduled work breaks, each Operator will receive fifty five (55) hours of pay calculated on a yearly basis commencing on December 1st, and each year thereafter. The pay will be calculated on a weekly basis. If an Operator is off work for three regular scheduled days out of the five regular scheduled work days for any reason (other than vacations, and the twenty Union days as per Article 15.04, Section v), the 55 hours lieu pay per year will be reduced by the number of work weeks absent (1/52 per work week).

The work break pay will be calculated according to the above formula with the payments being made within the first two weeks of December.

Article 24 - Shift Premiums

- 24.01 (a) A shift premium of one (\$1.00) dollar per hour shall be paid to Maintenance employees for all shifts commencing at 3:00 p.m. or later.
- (b) Effective January 1, 2020, a shift premium of two dollars (\$2.00) per hour shall be paid to maintenance employees for all shifts commencing between 11:00 pm. and 12:01am.
- (c) A shift premium of fifty cents (\$0.50) per hour shall be paid to Operators for all shifts commencing after four (4) p.m. or later.

- (d) The Company will provide a \$1.10 hourly premium to Operators who have started their regular shift between 11:00pm to 3:30am. For further clarity only hours worked between 11:00pm to 3:30am will receive the premium.

Article 25 - Pay Errors

- 25.01 The Company agrees to adjust all pay errors, in excess of three (3) hours pay at regular rate within a forty-eight (48) hour period of being advised and confirming same, excluding Saturdays, Sundays and Statutory or Designated Holidays. All pay adjustments will be done by cheque or direct deposit.
- 25.02 If the Company makes an overpayment, the Company will be fully reimbursed by the Employee based on a mutually satisfactory arrangement between the Employee, the Union and the Company within a reasonable timeframe.

Article 26 - Training Course

- 26.01 With the exception of mandatory training the Company will offer to all Union, Maintenance employees by classification the opportunity to attend certain Company chosen and approved training courses that it deems suitable.

Of those who have accepted, the Company will train them. Where tuition fees are involved, the employee will be responsible for their initial cost. However, they will become refundable upon presentation to the Company of documented successful completion of the training course. Where courses occur during the regular working day, the attending employee shall not suffer any loss of regular earnings, and the full cost of the training course will be borne by the Company, so long as tuition fees are not involved as referred to above.

Article 27 – Complaints

27.01 The procedure regarding the investigation of complaints from members of the public will be based on the philosophy that our employees are innocent until proven guilty and shall be as follows:

1. (a) A complaint means a complaint received by the Company by any means including verbally, by telephone, in written or electronic form, from a member of the public regarding the inappropriate conduct of an employee.
- (b) If a complaint is to be considered for disciplinary action, it must be signed and dated by the complainant and received in writing by Mississauga Transit within twenty (20) working

days of the incident in question. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline. A photocopy will also so be presented to a member of the Union Executive subject to number three (3) below.

2. After or as part of the investigation and prior to taking any disciplinary action, the Company may schedule an interview with the employee with the view of reaching a satisfactory resolution of the complaint.
3. The employee will be entitled to union representation at such a meeting and they shall be entitled to know the essential details of the complaint and the allegations contained therein, prior to the meeting and have an opportunity to discuss same with the union representative.
4. Should disciplinary action be deemed necessary by the Company, a disciplinary meeting will be scheduled with the employee and a Union representative. At this meeting, a copy of the complaint, with the identity of the complaint deleted, shall be made available to the employee and the Union.
5. Any incident reports required by the Company shall be completed by the employee in

accordance with Article 30.01

6. The employee shall be notified of any discipline deemed necessary by the Company within 5 working days after the disciplinary meeting, excluding allegations of a criminal nature.
7. Customer complaints where no discipline is imposed shall not be placed in an employee's personnel file.
8. Tracking of customer complaints is necessary to determine performance problems with the view of correcting inappropriate and repetitive situations, through non-disciplinary counselling and the like. A record of all complaints received by the Company will be kept for a period of twelve (12) months. Beyond this period, a record will be kept of any complaint which disciplinary action has been taken by the Company.
9. Any attendance at a customer relations course, driver training course or counselling session, which is deemed necessary by the Company, as a result of a complaint where disciplinary action was taken is mandatory and will be scheduled on Company time.

Article 28 - Successor Clause

28.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event of the sale, transfer, or lease of the Company, or in the event the Company is taken over by sale, lessee, transfer, assignment, receivership or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of the Agreement for the like thereof. The Company shall give notice of the existence of this Agreement to any purchaser, lessees, assignees, or in the event of a transfer etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

Article 29 – Changeoffs

29.01 The Company will attempt to have all vehicle change-offs performed by bargaining unit members. In the event such a member is not available, the change-off will be performed by a staff member and the Union will be duly notified.

Article 30 - Accident Reports

30.01 The Company will pay Operators who must complete accident reports for accidents involving a third party

or personal injury up to 30 minutes at regular rate, if the accident report cannot be completed prior to the end of their assigned shift.

For all other accidents and incident reports, which cannot be completed prior to the end of their assigned shift, operators will be paid fifteen minutes at regular rate.

Article 31 - Term of Agreement

- 31.01 This Agreement shall become effective on the 1st day of October 2023 and shall remain in full force and effect until the 30th day of September 2026 subject to the provisions of Section 31.02 of this Agreement.
- 31.02 Either party to the Collective Agreement may send written proposals for amendment of the Agreement to the other party by electronic means or at a meeting within a period of ninety (90) days, but not less than sixty (60) days, prior to the expiry date of the Agreement. In the event that no such notice is given within the time specified herein, the Agreement shall continue in force and effect from year-to-year thereafter.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed before their respective Officers duly authorized hereunder this 17th day of March 2025.

FOR THE CITY OF MISSISSAUGA



MAYOR CAROLYN PARRISH



DIANA RUSNOV,
CITY CLERK



SAM ROGERS,
COMMISSIONER, TRANSPORTATION &
WORKS



DARREN RIDINGS,
A/DIRECTOR OF TRANSIT




LORI KELLY,
DIRECTOR OF HUMAN RESOURCES



JOSHUA DOREEN-HARFIELD,
HR BUSINESS PARTNER MANAGER
EMPLOYEE & LABOUR RELATIONS

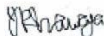
**FOR THE AMALGAMATED TRANSIT
UNION, LOCAL 1572:**



JACK JACKSON,
PRESIDENT



JOE MARTINS,
VICE PRESIDENT



JAY KHAWAJA,
FINANCIAL SECRETARY TREASURER



MICHELLE CLARKE,
RECORDING SECRETARY



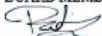
BRAD LECOUTER,
BOARD MEMBER FOR OPERATIONS



BONNIE PEARCE,
BOARD MEMBER FOR OPERATIONS



TONY TASILLO,
BOARD MEMBER FOR MAINTENANCE



RAFI EBRAEMI,
BOARD MEMBER FOR OPERATIONS

APPENDIX A

Letter of Understanding

Between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

Re: Articles 2.01, 21.01, 21.02 and 11.05

The Company agrees not to invoke Articles 21.01, 21.02 or 2.01 on a without prejudice or precedent basis during the term of the agreement from October 1, 2023 to September 30, 2026.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

APPENDIX B

Letter of Understanding

Between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

Re: Heating/Defrosting of Buses

This letter is to confirm the understanding reached between Mississauga Transit and Local 1572, A.T.U. concerning the following items of the Collective Agreement.

Heating/Defrosting of Buses

Heating and defrosting systems will be mechanically maintained so as to enable the heat level within all buses to remain at an acceptable level in relation to weather conditions.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

Letter of Understanding
Between
Mississauga Transit (The Company)
and
Amalgamated Transit Union Local 1572 (The Union)

Re: Replacement of CSA Approved Prescription Safety Lenses and Frames

This letter will confirm the understanding reached between the Company and the Union concerning the replacement of CSA approved prescription safety lenses and frames for employees in the Maintenance Section due to the nature of their employment duties. The parties agree that maintenance section employees may submit receipts to the Company, once in a calendar year, January 1 to December 31, for the reimbursement of costs as identified below as incurred by the employee for CSA approved prescription safety lenses and frames which are to be worn while working.

January 1, 2024 - \$190.00 (CSA approved lenses)

January 1, 2025 - \$290.00 (CSA approved frames and lenses)

January 1, 2026 - \$200.00 (CSA approved lenses)

This arrangement will not affect entitlement to the Major Medical Program - Vision Care Benefit.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

Letter of Understanding

Between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

Re: Overs/Unders

Cash overs/unders of any amount must be reported on a daily basis to the Supervisor. Supporting documentation must be provided along with an explanation to the supervisor for all cash discrepancies.

Corporate and Departmental cash handling policies must be adhered to at all times to ensure compliance. The supervisor will monitor /audit the cash overs/unders to address same.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

Letter of Understanding
Between
Mississauga Transit (The Company)
and
Amalgamated Transit Union Local 1572 (The Union)

Re: Single Vacation Days

1. During the vacation sign up, employees must declare their intention to use one-week of vacation entitlement as single vacation days at the annual vacation sign up.
2. For the entitlement year, employees will declare the use of one-week vacation entitlement as single vacation days on a seniority basis up to the yearly maximum as outlined in the allotment groups. In subsequent years, the use of single vacation days will be offered to the next most senior employees in each identified allotment group (Central Parkway Operators; Malton Operators; Maintenance – all classifications/locations) up to the yearly maximums, who have not been offered the use of single vacation days in the previous selection year. In each vacation year, this rotation continues down the seniority list for each allotment group beginning with the next most senior employees.
3. The yearly maximums per allotment group is:

The Company reserves the right to approve additional single day vacation requests above these stipulated maximums.

Operators – Central Parkway	80
– Malton	30

Maintenance (all classifications/locations)	15
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APPENDIX E

4. Fifteen employees in Maintenance, by seniority not classification, can select a week of single day vacation. Single day vacations are taken from the floater/lieu day quota for the individual's classification.
5. All single day vacations must be selected by December 1st annually to be used by December 31st of that year
6. Employees will be allowed to use their single day vacations based on seniority as long as there is availability in the daily allotment.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

Letter of Understanding
Between
Mississauga Transit (The Company)
and
Amalgamated Transit Union Local 1572 (The Union)

Re: Primetime Vacation/Floaters

The following daily allotments have been agreed effective with the 2025 vacation selection.

Operators	CPY	Malton
Vacation	80	18
Floaters	9 (Sat & Sun)	4 (Sat & Sun)
	15 (Mon – Fri)	4 (Mon – Fri)
Single Vacation Days	8	2
CPY - Maintenance	Vacation	Floater/Lieu
Mechanics	7	1
Auto Body and Collision Damage Repairer	2	1
Apprentice Mechanics	1	1
Mechanic Helper	1	1
General Service Person	4	1
Building & Route	2	1
Malton - Maintenance	Vacation	Floater/Lieu
Mechanics	2	1
Auto Body and Collision Damage Repairer	0	0
Apprentice Mechanics	0	0
Mechanic Helper	1	1
General Service Person	1	1

APPENDIX F

Building & Route 1 1

For Maintenance employees only floater/lieu and/or single day vacation days may be used where the full vacation allocation has not been reached.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

Letter of Understanding

Between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

Re: Shift Substitutions

The Director of Transit commits that effective the date of ratification the SPI Shift Substitutions dated January 14, 2016 will be implemented.

This SPI will remain in effect without amendment during the term of this agreement unless mutually agreed upon by both parties.

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

APPENDIX H

Letter of Understanding

Between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

Re: Maintenance Uniforms

The following is a table of Maintenance uniform items and the required points.

Item Description	Maintenance Points
T-Shirt, Short-Sleeve, Blue	16
T-Shirt, Short-Sleeve, White	16
T-Shirt, Long-Sleeve, Blue	21
T-Shirt, Long-Sleeve, White	21
Work Shirt Long-Sleeve	38
Short Sleeve T-Shirt Orange Safety	55
Sweatshirt, Crew Neck, Blue	27
Hooded Sweatshirt	33
Windbreaker/Spring Jacket, Blue	60
Winter Toque, Blue	18

(5 in 1) Parka	200
Work Pants	55-60
Cargo Pants	49
Baseball Cap, Cotton, Blue	17

Agreed to by:

For the Union

Jack Jackson

For the Company

Darren Ridings

Date: February 6, 2025

DEFINITIONS

AGREEMENT

A legal document which is binding on both Union and Management. In general, the document will contain the rights of both parties, grievance procedures, and administrative and financial obligations.

APPRENTICE

A person, at least sixteen years of age, who has entered into a contract with the Skilled Trades Ontario and an employer under whom they receive training and instruction in a trade.

AUTO BODY AND COLLISION DAMAGE REPAIRER

A member of the bargaining unit who possesses a valid Body Vehicle Repair Licence.

BUILDING & ROUTE SERVICE PERSON

A member of the bargaining unit engaged in the maintenance of bus routes, shelters terminals, buildings, and other related duties.

CALENDAR YEAR

The period of time between January 1st and December 31st of a given year.

CONTRACT YEAR

The period of time between the effective date of a contract and twelve continuous months' later.

CREW

One (1) complete work week, as detailed in the Sign-Up.

GENERAL SERVICE PERSON

A member of the bargaining unit engaged in the general maintenance of transit and other vehicles and related equipment.

GRIEVANCE

A complaint or concern which has been reduced to writing.

MAINTENANCE EMPLOYEE

A member of the bargaining unit employed in the Maintenance Department.

MECHANIC

A member of the bargaining unit who possesses a valid Motor Vehicle Repair Certificate.

MECHANIC'S HELPER

A member of the bargaining unit engaged in mechanical repairs, within the limits defined by the Department of Labour.

OPERATOR

A member of the bargaining unit who possesses a valid licence to operate a transit vehicle.

POSITION

The bargaining unit employee's job classification.

RUN

The travelled distance between the terminus points on a given route.

SENIORITY

A period of time that defines the length of service with the Company, and permits the individual to exercise the rights contained in the Agreement.

SHIFT

One (1) complete day of work, as detailed in the Signup.

SIGN-UP

The breakdown of work by shifts covering one work week, detailing specific hours of work and days' off, and effective for a stated period of time.

SPLIT SHIFT

A transit employee's shift which is not continuous.

TRAVEL TIME

The time interval from the terminal area to a starting or relief point and/or return.

These definitions were tentatively agreed to by the Amalgamated Transit Union, Local 1572 and Mississauga Transit.