

# COLLECTIVE AGREEMENT

BETWEEN

**AMALGAMATED TRANSIT UNION  
LOCAL # 1290**



AND

**THE CITY OF MONCTON**



*Effective: September 1, 2019 to December 31, 2024*



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## **PREAMBLE**

**The City of Moncton, a body corporate, duly and regularly incorporated under and by virtue of a special act of the legislature of the province of New Brunswick (hereinafter called the "Employer") of the first part;**

**And:**

**Amalgamated Transit Union Local 1290, a duly certified bargaining agent (hereinafter called the "Union"), of second part.**

Whereas it is the desire of both parties to this agreement to maintain harmonious relations and settle conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operations and to promote the morale, well-being and security of employees in the bargaining unit of the Union.

Now therefore, this agreement witnessed that the parties hereto in consideration of the mutual covenants hereinafter contained agree with the others as follows:

### **PLURAL OR FEMININE TERMS:**

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine had been used wherever the context so requires.

## **ARTICLE 1 – DEFINITIONS AND INTERPRETATION**

### **DEFINITIONS**

- 1.01 **PERMANENT EMPLOYEE:** shall mean an employee who has successfully completed all probationary requirements and who, after necessary consultation with the Union and who by resolution of the Employer has been made a permanent employee.
- 1.02 Employees during the first nine (9) months of employment with the Employer will be considered a probationary employee. The probationary period of nine (9) months will be extended by any absences for any reason in excess of five (5) consecutive working days.
- 1.03 **CASUAL SERVICE PERSON OR EXTRA BOARD EMPLOYEE:** shall mean an employee who has not been made a permanent employee.

## **ARTICLE 2 - UNION RECOGNITION AND CONTRACT APPLICATIONS**

- 2.01 **CERTIFICATION:** the Employer recognizes the Amalgamated Transit Union as the exclusive bargaining agent for the employees to whom New Brunswick certificate number NBLRB # 687 dated the 30<sup>th</sup> day of November, 1962 apply.
- 2.02 This agreement applies to and is binding on the Union and the Employer.
- The Employer agrees that they will not sell, lease, merge, transfer or otherwise change the ownership or control of Codiac Transpo unless the successor Employer recognizes the Union as exclusive bargaining agent for employees who are members of the bargaining unit and agrees that it is a successor Employer bound by the terms of this collective agreement. Nothing in this section affects the right of the Union to seek an Order under the provisions of the Canada Labour Code.
- The Employer agrees to give the Union notice in writing sixty (60) days prior to the sale of the business.
- 2.03 (A) There shall be no strike, stoppage of work or lockouts during the life of this agreement. The words strike or lockout shall be interpreted in accordance with the definitions set out in the Industrial Relations Act of the Province of New Brunswick.

- (B) The Employer agrees that any non-union employee will not operate Codiac Transpo buses except in the cases of instruction, emergency, investigation, inspection or may assist if requested by a Union member.

### **ARTICLE 3 – MANAGEMENT RIGHTS AND SECURITY**

- 3.01 (A) The Union recognizes that it is the function of the Employer to manage and direct its operations to establish and enforce reasonable rules, regulations and policies and to direct the working forces of the Employer subject to the terms of this agreement. It is agreed that all new rules and regulations will be discussed with the Union prior to implementation. Nothing in this agreement shall be deemed to restrict or interfere with the right of the Employer to discharge any employee forthwith for just cause.
- (B) The Employer may impose the specific penalty of discharge for any of the following offences:
  - (i) Theft from the Employer; save and except theft of goods having nominal value.
  - (ii) Consuming an intoxicating beverage, or drug for other than medicinal purpose while on duty.
  - (iii) Being impaired while on duty by reason of consumption of an intoxicating beverage, or drug for other than medicinal purposes.
  - (iv) Being in possession of an intoxicating beverage, or drug for other than medicinal purposes.
- 3.02 Management reserves the right to terminate any probationary employees at any time during the probationary period provided it's for just cause. Probationary employees shall be permitted access to the grievance procedure, up to and including STEP THREE.
- 3.03 Where any provisions of this agreement conflicts with the provisions of any public statute or regulation of the Municipality or Province, the provisions of the public statute or regulations shall prevail.
- 3.04 Nothing in this agreement shall be interpreted to require the Employer to do or refrain from doing anything contrary to the safety of the general public.

- 3.05 Management shall continue to maintain an open door policy for employees. The Union agrees that it shall not exercise any restrictions or obstruct any employee who wishes to discuss problems of a personal nature. The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit which conflicts with the terms of this agreement. No employee or group of employees in the bargaining unit shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees of the bargaining unit, an elected or appointed representative of the Union shall be spokesperson. 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.
- 3.06 Notwithstanding management's present rights and other avenues of redress, the Union recognizes management's rights to grieve as a result of Union action that may be contrary to the intent of this collective agreement. In addressing grievances of this nature, the Employer shall have the right to present its case to the Union executive. Failing a satisfactory reply or resolution to the grievance within ten (10) working days, the Employer shall have the right to action STEP FOUR of Article 12.04.

#### **ARTICLE 4 – UNION RIGHTS AND OFFICERS**

- 4.01 (A) The Union shall notify the Employer in writing of the names of its representatives as follows: officers, bargaining committee members, grievance committee members, stewards and international representatives. The Employer shall not be required to recognize members of any committee until it has been notified of any changes in appointments by the Union.
- (B) Seniority is the right of the Union and under the jurisdiction of ATU Local 1290.

The Union will advise the Employer in writing when a member or members are not in good standing.

The Union will provide thirty (30) days written notice to the Employer and the employee before any Union seniority would be lost. This article would in no way force the Employer to terminate the employment of a member of this bargaining unit.

The Union President or his designated representative, with the approval of the manager of his/her department, shall be given time off with pay to meet with new employees for orientation after such employees having become members of the union.

- 4.02 Employees in the bargaining unit shall have access to their personnel record at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if proven inaccurate.
- 4.03 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and shall supply the new employee with a copy of the collective agreement.
- 4.04 (A) No employee shall be required to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this collective agreement.
- (B) An employee covered by this agreement will not be required to cross a legally established picket line as defined by the Industrial Relations Act for the Province of New Brunswick. Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- (C) The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek redress with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at STEP ONE; however, Union initiated grievances may be referred to STEP THREE with the consent of both parties.
- (D) The Employer agrees that shop stewards shall not be hindered with in any way in the performance of their duties. The Union recognizes that each shop steward is employed full time by the Employer and that he will not leave his work during working hours except to perform his duties under the grievance procedure. Therefore, no shop steward shall leave his work without first obtaining the permission of his supervisor. The Employer must make every effort to expedite such requests for time off in the interest of dispute resolution.
- (E) When an employee is required to formally meet with management personnel for any matter, which involves or could involve discipline, every effort will be made to provide the employee with at least twenty-four (24) hours of notice prior to the meeting. Management shall so advise the



employee and shall arrange to have a representative of the Union executive attend the meeting. Waiver forms shall be supplied by the Union and must be properly signed by employees who wish to decline Union representation.

- 4.05 Employees who lose their license as a result of a conviction for Impaired Driving or a refusal while driving a vehicle other than those of the Employer shall be given an unpaid leave of absence, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

Employees who lose their license for reasons provided by the Motor Vehicle Registration's point system shall be given an unpaid leave of absence, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have their required license restored in order to operate a City vehicle. Ignition interlocks shall not be installed on City vehicles.

Pension, Life, Health and Dental Insurance Benefit Premiums shall not be paid by the Employer while on leave of absence for loss of license. In addition, the employee must pay all union dues, fines and assessments to the Union.

## **ARTICLE 5 – DISCRIMINATION, DISCHARGE AND DISCIPLINE**

- 5.01 The employer and employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with the respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or sex, marital status, place of residence, family relationship, membership or activity in the union, nor for any reason.

The Employer recognizes it has legislative requirements under WorkSafe NB (WSNB).

If an employee believes an unsafe condition exists, they have the right to refuse unsafe work under the policies of WorkSafe New Brunswick (WSNB).

Both the Employer and the employee are required to follow the instructions or policies of WorkSafe New Brunswick (WSNB).

The employer shall provide a modified work program for its employees that is in keeping with the Human Rights' Act or any other act that may be applicable.

- 5.02 (A) Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of his discharge and the reason thereof.
- (B) The Employer shall pay any discharged employee all his wages after any liability owed by him to the Employer has been paid and only after the grievance procedure has been satisfied to both parties.

### COMPLAINT INVESTIGATION

- 5.03 The following procedure shall be followed regarding the investigation and handling of complaints from the public about the conduct of an employee or employees:
- a) A complaint means a complaint received by the Employer from a member of the public regarding the conduct of an employee.
  - b) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to the Employer.
  - c) Nothing herein will prevent the Employer from interviewing employees concerning verbal complaints. However, verbal complaints must be followed by a written complaint if such complaint is to result in disciplinary action.
  - d) A written disciplinary action imposed upon an employee shall be invalid for purposes of further disciplinary action, twelve (12) months after imposition, unless there is repetition of the same offence within the twelve (12) months.

### ARTICLE 6 – UNION MEMBERSHIP, DEDUCTIONS & PAYROLL

- 6.01 Subject to Article 1 as a condition of employment, all employees with the exception of the administrative and managerial components shall become members in good standing of the Union.
- 6.02 The Employer shall deduct from every employee any dues or assessments levied, in accordance with the Union constitution and

by-laws, and deductions shall be made upon receipt of written direction from the Union executive. Deductions will be forwarded to the Financial Treasurer of the Union within ten (10) working days.

- 6.03 The Employer's payroll shall be prepared every two (2) weeks, and employees shall be paid no later than 12:00 noon every second Thursday. If a mistake occurs on an employee's cheque, every effort will be made to correct the error as soon as possible.
- 6.04 Payment of wages shall be by Direct Deposit in a banking institution selected by the employee.

## **ARTICLE 7 – SENIORITY**

- 7.01 Seniority is defined as the length of service in the bargaining unit, and within a given classification. The most senior qualified employee shall be considered along with ability and merit as criteria in filling job vacancies and promotions. Management shall consult with the Union executive prior to the filling of such positions.
- 7.02 Seniority lists and posting thereof shall be the responsibility of management. Adjustments or amendments to those lists shall be made available as required. No later than February 28<sup>th</sup> of each year, a copy of the seniority list will be forwarded to the Union executive. Included with the executive's report will be:
- a) A list of employee names and job classifications, ranked according to seniority.
  - b) Job classifications, descriptions and specifications.
- 7.03 Protests in regard to seniority status shall be submitted in writing to the Employer through the Union executive.
- 7.04 Seniority shall be lost for any of the following reasons not limited to:
- a) Has resigned in writing and does not withdraw his resignation in writing within three (3) working days (excluding Saturday, Sunday and Statutory Holidays)
  - b) Discharge for just cause not reversed by the grievance procedure or arbitration.
  - c) Employees failing to report to work for five (5) working days without reasonable cause.

- d) After a layoff, if the employee fails to return to work within five (5) working days after he has been notified by the Employer by registered mail or fails to advise the Employer within five (5) days of receipt of notice to return to work of his intention to return. Due consideration will be given to cases where the employee, through reason beyond his control, is unable to report on the date and at the time specified.
- e) Employees may be laid off for a period of two (2) years without losing their seniority.
- f) The Employer is not responsible for any and all decision made by the Union with regards to seniority rights. If the membership determines that a member shall lose seniority for not being a member in good standing of ATU Local 1290, the Employer shall be notified in writing by the Union of the change and the intended impact on member's seniority rights.

7.05 An employee shall retain and continue to accumulate seniority if

- a) On any and all approved leave, or
- b) Is absent from work due to illness, vacation, accident or worker's compensation.

7.06 No employee shall be transferred to a position outside the bargaining unit within Codiac Transpo without his consent. Should the employee accept, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such an employee shall have the right to return to an established position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit. The employee shall forfeit all seniority rights after ninety (90) calendar days in the new position.

- a) Should a service or maintenance employee wish to transfer to the operations department, they shall be given the opportunity to do so provided a vacancy exists and provided they can acquire the proper qualifications and skills.
- b) Should an operator wish to transfer to the Maintenance Department, they shall be given the opportunity to do so provided a vacancy exists and they meet all necessary qualifications and skills.

- c) Any employee requesting a transfer to another area of Codiac Transpo shall be considered by management provided a vacancy exists and the employee has the required qualifications and skills relevant to the position, also taking into consideration the employees past job performance.

7.07 Layoff and Recall

Employees shall be laid-off and/or recalled in order of their seniority by classification. Any employee shall lose seniority rights in the event that he fails to return to work within five (5) working days following a recall and after being sent notice by registered mail, to the employee's last known address. It shall be the responsibility of the employee to keep the Employer informed of his current address. New employees shall not be hired within the bargaining unit when there are employees able and willing on the layoff list to perform the job.

**ARTICLE 8 – JOB VACANCIES, POSTINGS, PROMOTIONS & TRANSFERS**

- 8.01 In cases of the filling of job openings or promotions, appointment shall be accorded to the most senior qualified applicant, where merit, ability and qualification meet the necessary requirements.
- 8.02 Where a job vacancy occurs, notice shall be posted within seven (7) days otherwise the Union will be notified. Posting shall be for a minimum period of ten (10) working days, where operational requirements exist. A copy of the notice shall be sent to the Union executive. Notice shall be set out in a job description, qualifications required by the job, classifications and wage group. No outside advertisement for additional employee applicants shall be made until the ten (10) working days posting has expired.
- 8.03 Where an employee is promoted within the bargaining unit, he shall have a trial period of ninety (90) calendar days and if he is not confirmed in his new position within that time, he shall revert to his former position, classification, pay and seniority. Other employees shall revert as may be necessary. If an employee reverts back to his/her former position, they cannot exercise this option again for twelve (12) months.
- 8.04 Service Persons will accumulate seniority amongst themselves. A casual service person working 40 or more hours per week shall be employed in a temporary capacity for a period not to exceed six (6) months except when replacing full-time employees out on maternity leave, child care leave or on extended sick leave (such as Workers Compensation or Long Term Disability). This period may be

extended upon mutual agreement between Management and the Union.

- 8.05 Extra Board Operators will carry seniority rights for recall on lay-off and shift selection amongst themselves. Seniority shall commence with their training completion date.

When a permanent vacancy occurs, the most senior Extra Board employee shall be selected.

Should a dispute occur, the Union and Management will come to a mutual agreement with the employees involved.

- 8.06 If an employee is unable to perform his normal duties, every effort will be made to provide him with alternate employment.

8.07 CREATION OF A NEW POSITION

**NEW POSITIONS:** On the creation of a new position not covered by this agreement, the Employer and the union shall meet to discuss the status of the position. If no agreement is reached with the wage component, it shall be submitted to arbitration.

## ARTICLE 9 – LEAVES AND REQUESTS FOR

9.01 BEREAVEMENT LEAVE

An employee with seniority shall be granted bereavement leave in the event of the death of the employee's mother, father, wife, husband, common law spouse (one year at a fixed address), son, daughter, step child, step parent, brother, sister, parents-in-law, grandparents, grandsons and granddaughters with pay at their average daily rate for a maximum of five (5) consecutive working days (at no loss no gain) terminating no later than two (2) working days after the funeral, provided that pay shall not be given for any of such five (5) working days which falls on a holiday or which does not fall on a regular working day. Death of the spouses' sister or brother, son-in-law and daughter-in-law for a maximum of one (1) day to attend the funeral. In the event of death of a niece or nephew, a half day will be given with pay. Death of an active or a retired member of Local #1290 will be represented by the president or his designate to attend the funeral without loss of pay.

<u>Maximum Days Leave</u>	<u>Relationship</u>
5	Mother, Father, Wife, Husband, Common Law, Spouse, Son, Daughter, Step-Child, Step-Parent, Brother, Sister, Parents-In-Law, Grandparents, Grandsons, Granddaughters
1	Sister-In-Law, Brother-In-Law, Son-In-Law, Daughter-In-Law
1/2	Niece, Nephew

The union recognizes the Employers right to grant paid or unpaid leave of absences where the Employer deems necessary.

9.02 MATERNITY LEAVE

- (A) An employee shall be eligible for maternity leave without pay in accordance to the applicable Employment Act. All provisions shall be honoured. The Employer shall not terminate employment for reasons of pregnancy.
- (B) The Employer reserves the right to direct an employee who is pregnant to proceed on maternity leave at any time if the employee becomes unable to fulfill the requirements of her job. During such leave, the Employer agrees to pay its normal share of life, health and dental insurance benefit premiums on behalf of employee as long as the employee pays their share.

9.03 (A) MEDICAL FITNESS

It shall be a condition of employment that each employee shall be medically fit for duties to which they are assigned.

Employees requiring a medical examination for the purpose of license renewal will be examined by a qualified physician of their choice. The arranging for such examination will be the responsibility of the employee. The cost of the examination will be paid by the Employer for employees not classified as totally disabled under the LTD plan. All employees who operate transit buses are required to provide the Operations Department with a copy of their operator's license within three (3) days after renewal. Medical renewal receipts will not be paid until proof of license is presented.

A medical examination by a duly qualified physician is required:

- (i) For all new potential employees prior to confirmation of employment.

The Employer is entitled to require a second opinion from an Employer appointed qualified physician when:

- (i) There may exist a safety concern, or
- (ii) The employee has an unusual number of claims against their sick leave bank.

(B) SICK LEAVE CREDITS AND ACCUMULATION

All permanent employees shall be eligible for and to accumulate sick leave credits for each full calendar month of service at a rate of twelve (12) hours per month. Partial month of service shall be credited on a pro-rated basis.

The credits shall begin with the first full calendar month of service following the date of permanency.

For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (i) Days which the employee is on vacation.
- (ii) Days on which the employee is on paid sick leave or is receiving temporary workers' compensation benefits.
- (iii) Days on which the employee is absent from work while attending official union business.
- (iv) Days on which the employee is on bereavement leave.
- (v) Days on which an employee is on an Employer-paid leave of absence.

(C) PROCEDURE

The intent and principle of paid sick leave, the ability to accumulate and the subsequent use, are an important benefit that provides economic stability to the employee during times of short-term illness. It's in all parties' interest to ensure this vital benefit is conserved and safeguarded for its intended purpose. The Employer will monitor all claims and where suspected abuse is apparent, the Employer shall meet with the employee and the Union to clarify and resolve the matter.



An employee who is sick seven (7) or more days of his or her regular work days in any calendar year shall be required to provide the Employer with a medical certificate for each subsequent sick leave day for the remainder of the year.

Time for medical and dental appointments, including appointments with specialists, do not count towards the seven (7) days if they involve replacements of two (2) hours or less or next available changeover. The employee must make every effort to schedule medical appointments during their off hours. All appointments that conflict with an employee's work schedule shall be declared three (3) days in advance if a sick leave claim is to be approved and credited. If they don't, the request counts as one of the seven (7) days and the time must be replaced from the sick bank, another bank, or additional work assignment(s).

Once an employee has exhausted his/her seven (7) days sick leave An employee who is sick three (3) or more scheduled working days (excluding regular days off) is required to submit a medical report by the attending physician. All employees have the option of using a form provided by the Employer or they can instruct the physician to provide the Employer with the following details:

The medical certificate shall be issued by the employee's attending physician, on the physician's stationary and must indicate:

- a) The employee's name
- b) Date of the examination or visit
- c) Particulars, which restrict the employee from returning to Work
- d) The full period of absence
- e) Any restrictions that relate to the employee's ability to perform their job functions

Remittance of the medical certificate must be undertaken immediately on the employee's return to work date in order for sick leave credits to be claimed.

Nothing shall prevent the Employer from requesting a medical certificate at any time and/or a second opinion from an Employer appointed qualified physician in circumstances where there is suspected abuse.

- a) Employee name
- b) Date of examination
- c) Particulars of restrictions for the duration of the absence
- d) The anticipated period of convalescence
- e) The employee must advise the physician that he/she will require a back to work certificate which shall disclose any restrictions or limitations. Under no condition will the employee be entitled to return to work unless these requirements are undertaken prior to the employee's return or other arrangements for the submission of these documents are approved by the general manager or in his absence, his designate, prior to the employee's return. If the employee has not satisfied this reporting requirement, they will be sent home until the documents are provided. The sick leave claim will not be paid and all banks will be frozen until compliance is achieved.

Employees returning from extended sick leave will require retraining/orientation.

(iii) REPORTING & ACCOUNTING

In January of each year, the Employer shall prepare the "Annual Sick Leave Entitlement" report. Where any discrepancy exists, the Employer and the Union shall meet to resolve.

At no time will the employee's sick leave bank have a negative balance. Time will be reconciled by another bank or from additional work assignments.

Other banked time cannot be credited to the sick leave account but may be claimed at the time of illness. When other banked time is used for the purpose of sick leave, the day is still considered sick time. Unless it is specifically requested by the employee and discussed with management vacation days shall not be deducted from employees for sick leave purposes.

9.04 UNION EXECUTIVE LEAVE

The union shall be granted a total of five hundred and thirty (530) hours per year with pay for union related business provided forty-eight (48) hours' notice is given. Additional time off shall be granted

without pay. All union business will be paid at straight time and will not be banked. Time spent for union official to attend disciplinary meetings shall be compensated by the Employer and shall not be considered part of the executive leave. After the annual allotment has been exhausted, the Employer shall only pay the operator covering the piece of work created by the approved leave. The Employer shall pay lost wages for the union's negotiation team during direct contract negotiations. Any unused hours at the end of the calendar year shall be carried over to the next calendar year.

9.05 UNION EXECUTIVE LONG TERM LEAVE

Any employee elected to an office in the union shall be granted leave of absence upon written application to his superior officer for the period he is so acting, not to exceed five (5) years. Upon his retirement from said office he shall be given his former employment and seniority, provided he is qualified to fill such position at the time of reinstatement. If the said employee is not qualified to perform his former duties, every effort will be made to find suitable employment.

9.06 EDUCATIONAL LEAVE

Upon written request an employee may be granted educational leave without pay.

9.07 TEMPORARY LEAVE

(A) Employees assigned to Corporation business other than their regular duties or when compelled to attend inquests, court or jury duties by writ, will be paid at their regular daily rate in accordance with their respective work assignment sheets to secure a no win/no loss pay level. The Employer shall be paid by such employee(s) the total amount of any fee which the employee(s) receive for such duties.

(B) When the Employer requires an employee to leave his job temporarily in order to meet with the Employer, such employee(s) shall not suffer any loss of pay for the time he is temporarily absent from his job at the Employer's request.

9.08 JOINT MANAGEMENT-EMPLOYEE COMMITTEE MEETINGS

Time spent at Joint Management-Employee Committee Meetings by the employees in performance of their duties shall be considered as time worked and payment shall be on basis of straight time. A maximum of three union members shall be compensated for attending these meetings.

## **ARTICLE 10 – ACCIDENT/INCIDENT REPORTING**

- 10.01 If the Employer requests an accident/incident report, the Employer will pay thirty (30) minutes at straight time for preparing such a report. If the employee is requested to go to the police station the Employer will pay all time spent at the regular rate of pay. Employees must complete such reports within 24 hours of the completion of their shift in which the incident/accident took place.

## **ARTICLE 11 – THE LABOUR MANAGEMENT COMMITTEE**

- 11.01 The union and the Employer acknowledge the mutual benefits to be derived from joint consultation and agree to maintain a labour-management committee consisting of three (3) representatives of the union and three (3) representatives of management.
- 11.02 Representation shall consist of a cross section of all levels of management and labour classifications.
- 11.03 The Labour-Management Committee shall meet at least once every two (2) month period on a day to be established by the committee and will meet more often at the request of either party, provided that, by mutual agreement any LMC meeting may be cancelled, postponed or adjourned.
- 11.04 The Employer and the Union President may appoint alternate members in the event of a regular member's absence.
- 11.05 The committee shall be employed as a forum for meaningful consultations on contemplated changes in conditions of employment or work and other matters of mutual interest that are not covered by this agreement.
- 11.06 The committee shall function in an advisory capacity only, and shall not have the power to alter, amend, add or modify the terms of this agreement.
- 11.07 The employee members of the committee shall suffer no loss of pay as the result of attendance at the meetings.
- 11.08 Not less than five (5) working days prior to the committee meeting date; both groups shall submit an agenda of topics for discussion.
- 11.09 The position of Committee Chairman shall alternate at each meeting between the most senior representative of management and labour present.

- 11.10 Meetings shall be conducted during regular working hours unless mutually agreed by both groups.

## **ARTICLE 12 – GRIEVANCE PROCEDURES**

- 12.01 The union shall select a grievance committee of not more than three (3) persons, one of whom shall be Chairman. An officer of the ATU International may be present. A meeting of labour and management representatives may be convened at a date and time mutually agreed upon by both parties. The company agrees to compensate a maximum of three (3) union members for time spent at meetings called by the company.

- 12.02 The Employer shall only be responsible for reimbursing the union representative's wages when a suspension or dismissal is contemplated. Remuneration shall be no loss no gain in accordance to their regular work assignment.

12.03 **SETTLING OF GRIEVANCES**

A complaint of any nature shall be discussed with the employee's immediate supervisor. Every attempt shall be made to settle such complaints without making use of the grievance procedure hereinafter provided for.

12.04 **GRIEVANCE PROCEDURES**

**STEP ONE**

Within ten (10) calendar days after the alleged grievance has arisen, the aggrieved employee shall take the matter up with his immediate supervisor provided he has written consent of the union. Failing any written reply or satisfactory settlement within ten (10) working days, the employee may proceed to STEP TWO.

**STEP TWO**

Within ten (10) working days from the expiration of the ten (10) working days period referred to in STEP ONE, the employee, accompanied by the grievance committee shall take the matter up with the general manager. The grievance shall be presented on forms agreed upon by the Employer and the union. The manager shall reply in writing on such form within ten (10) working days from the presentation of the grievance under STEP TWO. Failing any written reply or satisfactory settlement within ten (10) working days, the matter may proceed to STEP THREE.

### STEP THREE

Within ten (10) working days from the expiration of the ten (10) working day period referred to in STEP TWO, the employee, accompanied by the grievance committee, shall take the matter up with the city manager/designee. The grievance shall be presented on forms agreed upon by the Employer and the union. The City Manager/designee shall reply in writing on such form within ten (10) working days from the presentation of the grievance under STEP THREE. Failing any written reply or satisfactory settlement within such ten (10) working day period, the matter may be referred to STEP FOUR.

### STEP FOUR

- (A) Arbitration proceedings shall commence sixty (60) working days after the union has rejected the decision of the City Manager/designee. The Board of Arbitration shall consist of three (3) members who shall be selected as follows: the Employer shall appoint one (1) member and the union shall appoint one (1) member for the board, each to be appointed within thirty (30) working days upon written requests for arbitration, and the members so appointed shall select within thirty (30) working days after their appointment, a third member who shall be Chairman. If either party shall refuse or neglect to appoint a member as stated above to a Board of Arbitration, the Minister of Labour for the Province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairman, the Minister of Labour for the Province of New Brunswick shall appoint the said Chairman.
- (B) A one person arbitration board may be appointed to hear a case contingent upon mutual consent in writing by both parties and within the same time frame as a three (3) member panel. Without mutual consent, the parties will follow a three (3) member panel as outlined in STEP FOUR (A) above.

12.05

### AUTHORITY

An arbitration board, when constituted under this agreement, shall not have the power to amend any article contained in this agreement. The majority decision of the said board shall be recognized by both parties, as a binding order.

## SUSPENSION OR DISCHARGE

In cases of dismissal, if the board finds that an employee has been unjustly suspended or discharged, the board may issue an order restoring to the employee or the union all rights and benefits provided by this agreement, including reimbursements of wages lost.

### 12.06 EXPENSES AND REMUNERATION

- (A) All expenses and remuneration of the Chairman shall be paid in equal amounts by the Union and the Employer.
- (B) The expenses and remuneration of the other two (2) members of the board shall be paid by the parties by whom they were selected.

### 12.07 GROUP GRIEVANCES

Failing an unsatisfactory resolution under Article 12.03, where two (2) or more aggrieved employees wish to grieve a similar occurrence, the grievance shall be introduced at STEP TWO of the grievance procedure outlined above. In lieu of the regular ten (10) calendar days, the General Manager shall be accorded ten (10) working days to respond.

## ARTICLE 13 – WORK ASSIGNMENTS

- 13.01 (A) Regular work assignments shall be runs which provide approximately a standard work week and shall be designated by the Employer. Operators shall make their choice of regular assignments in order of seniority minimum of three (3) times in a calendar year.

In any case, two (2) weeks' notice to view the bid and one (1) week period for signing. There shall be an additional one (1) week for administration and assigning the bid.

Permanent Operators shall sign on their pre-assigned day. They shall sign at a rate of 20% of Operators per day on their pre-assigned day between 6 am – 4 pm Monday to Friday. Operators have one (1) hour to sign when called or a Union representative shall sign on their behalf. Should an Operator be on-duty when contacted to select their bid, they will be permitted reasonable time to make their selection at the next layby. Work assignments shall take effect on a Sunday.

Should an operator bid be vacated as a result of a promotion, retirement or termination, the Employer will contact operators in order of seniority starting from the vacated bid downward. Only two such re-bids will occur per bid for all vacated bids only and only if 50% or more of the bid period remains.

- (B) Permanent Operators who are paid forty (40) hours per week will be compensated at a rate of 1.5 times their regular hourly rate for all time worked after forty (40) hours. All operators may select additional work assignments subject to being in compliance with the Motor Carrier Act once all Extra Board Operators have reached their hours or are unavailable due to hours of work.

No operator can drive in excess of thirteen (13) hours with no less than eight (8) hours rest in a twenty-four (24) hour period.

After all provisions have been exhausted, the Employer shall assign the shifts as deemed necessary.

(C) **EXTRA BOARD**

The Employer shall establish an Extra Board.

All known open work shall be detailed to Extra Board Operators prior to going out as overtime. This includes charters.

All Extra Board Operators shall make themselves available to work up to forty (40) hours per week and shall be advised of their work daily.

Extra Board Operators shall have one (1) day a week off.

Extra Board Operators shall receive one and one half (1½) times their hourly rate for all hours worked in excess of forty (40) hours.

No bid sheet shifts or vacation shifts shall be left vacant on the Sign Up board.

When vacancies arise for full time Operators, the most senior Extra Board Operator shall be advanced to a full time driving position.

The most senior Extra Board Operator shall be the Operator with the first hire date.



No Permanent Operator shall be laid off before all Operators in the Extra Board are laid off first.

Once an Extra Board Operator becomes a Permanent Operator, they shall remain a Permanent Operator and no Permanent Operator can elect to become an Extra Board Operator except as a result of a layoff.

Extra Board Operators cannot earn, accumulate or claim paid sick leave as outlined in the "Sick Time" article of this Agreement.

Vacation entitlement for Extra Board Operators shall be 4% of earnings and shall be paid bi-weekly.

Statutory holiday pay shall be in accordance with the Employment Standards Act for the Province of New Brunswick and shall apply only to those days outlined by the Province as statutory holidays. An employee who is sick on a statutory holiday is not eligible for the holiday pay unless he is reported sick prior to the holiday. Employee's reported sick on the regular working day immediately preceding and/or following the holiday, will be required to produce a medical certificate signed by a practicing physician before the holiday pay is released.

The Union recognizes the right of the Employer to establish meaningful minimum hours of work in consultation with the Union for all Extra Board Operators if warranted by recruitment or retention issues.

(D) **VACATION BOARD**

The Employer shall establish a Vacation Board of Permanent Operators. The number of positions shall be contingent on total annual anticipated weekly vacation entitlements.

Operators signing these shifts shall cover vacations and shall assume the shifts and days off of the vacationing Operator they are replacing, but shall keep their own seniority for overtime selection.

If there is no vacation to be covered, vacation shift Operators shall be assigned to the first position on the Extra Board. The selection of the vacation week shall be by the seniority of those Operators who have signed the vacation shifts. Operators who sign these vacation shifts shall select their weekly assignments for each week of the bid period before the bid period goes into effect. If a vacation shift Operator is

on vacation during the bid, he shall sign his own vacation week.

(E) **WORK DETAILING**

All work shall be detailed on a daily basis according to Extra Board Operator seniority. Extra Board Operators, if available, shall be scheduled up to forty (40) hours prior to any overtime being issued to permanent Operators.

The Employer shall establish reasonable policies and procedures for the detailing of work. When adjustments are warranted, the Employer shall consult with the Union prior to implementing changes.

All union business shall be paid at straight time and shall not be banked. Article 9.04 relief does not have guaranteed coverage. All sick and vacations are covered first.

The following shifts shall be paid at straight time: Union Executive Leave, Vacation Banked Time, Statutory Holiday Banked Time.

(F) **BANKED TIME**

i. Permanent Operators

Permanent Operators may bank at the applicable rate up to forty (40) hours annually from statutory holidays, bonus week, overtime, or charters, as applicable. Any unused banked time must be booked by December 1<sup>st</sup> for use by year end.

Operators who accept work assignments to cover an Operator's banked time cannot credit those hours to their banked time account.

Except for medical appointments and split shifts, banked time cannot be claimed in increments of less than one day. When scheduled for a split shift, an operator may request off, their full shift or any segment/s of their split shift.

Employees may not combine banked time from multiple banks or with any other leave for the purpose of taking time off on a given day.

ii. Chief/Mechanic and Service Person

Service Person may bank at the applicable rate up to one hundred and sixty (160) hours annually from statutory holidays, bonus week and overtime, as applicable. Any

unused banked time must be booked by December 1<sup>st</sup> for use by year end.

Chief/Mechanic may bank at the applicable rate statutory holidays, bonus week and overtime. Any unused banked time may be carried over from year to year.

Employees may not combine banked time from multiple banks or with any other leave for the purpose of taking time off on a given day.

iii. **Casual Service Persons and Extra Board**

Only the statutory holiday bank is available to Casual Service Persons and Extra Board Operators.

Casual Service Persons and Extra Board Operators who have a scheduled bid and claim stat banked time as a day off will have the appropriate hours deducted from their bank.

Casual Service Persons and Extra Board Operators who do not have a scheduled bid and who claim stat banked time as a day off will have 8 hours deducted from their bank regardless of how many hours, they may have worked on that date had they been available to be scheduled for work.

**Employees may not combine stat banked time with any other leave for the purpose of taking time off on a given day.**

(G) **OVERTIME LIST**

Extra Board Operators shall be given additional run assignments in excess of forty (40) hours per week, where applicable, only after other Extra Board Operators have had an opportunity for forty (40) hours of work. All Operators who wish to perform extra work must sign the Overtime Sign-Up Sheet.

(H) **CLASSIFICATION RIGHTS**

No Union employees shall work outside of their classification while employees are available at the work place within the classification in which the work is to be performed.

(I) **ERRORS**

Errors made in detailing of work will be reimbursed to the first affected employee only. All employees have an obligation to report the error in advance when they are aware of such errors. The first employee will be reimbursed the actual time including time and one half (1½), if

applicable, that he or she would have been eligible for. (no loss/no gain)

J) **REVERSE ORDER**

If no other employees are available to perform the work required, the most junior Operator on shift available that day will be required to complete the additional work.

Operators on their day off will only be called into work after all other options have been exhausted including using the overtime sign up.

13.02 All damage or repair requests are to be written in the Maintenance Log. All operators before starting their shift shall pre-trip their vehicle. Pre-trip will be ten (10) minutes paid time at the garage and five (5) minutes paid time at other locations and documented in the Pre-Trip Inspection Log.

13.03 (A) Forty (40) hours per week shall constitute a regular work week for permanent maintenance and service persons. All hours in excess of forty (40) hours per week shall be compensated at a rate of one and one-half (1½) times their regular rate. Service Persons may select overtime assignments according to seniority.

(B) **ON CALL & INTERRUPTION CREDIT**

All permanent Mechanics will be credited four (4) hours per month to their time bank for being on call.

All permanent Service Persons will be credited four (4) hours per month to their time bank for disruption that may occur during their lunch hour when working alone.

13.04 (A) All permanent employees on an established shift who are called to perform work for the company after they have left work for the day shall receive a minimum of two (2) hours pay for each time he or she is called.

(B) All permanent employees who are called to perform work on their scheduled day(s) off shall receive a minimum of two (2) hours at one and one-half (1½) times their regular rate.

(C) Permanent Operators who perform work on their scheduled day(s) off shall be paid an overtime premium of one and one-half (1½) times their regular rate.

13.05 Other than Operators, employees shall not be required to split their shifts. However, should the need arise for Service Persons to change their shifts on a temporary basis, forty eight (48) hours'

notice must be given and a maximum break of eight and a half (8½) hours between shifts allocated.

13.06 Operators assigned to events where they are required to lay over shall be compensated at their regular rate of pay.

13.07 The combination of daily work assignments and charters shall not exceed thirteen (13) hours of driving time. All charters will be considered extra work.

(A) All requests for a specific Operator for any charter service will be honoured only if a written request is supplied by the customer.

(B) The company agrees to pay the following meal allowance:

Charters of four (4) hours or greater = \$8.00;

Charters of seven (7) hours or greater = \$8.00 + \$12.00;

Charters of ten (10) hours or greater = \$8.00 + \$12.00 + \$20.00

When an Operator is required for an overnight trip; the company agrees to pay the per diem rate (min. \$20.00) for incidentals in addition to breakfast (\$8.00), lunch (\$12.00), dinner (\$20.00) and accommodation costs. Travel time will be compensated for actual driving time (garage to garage). Non-travel days at a rate of nine (9) hours per day.

If there are no Extra Board Operators available, charter board work will go to the Overtime Sign-Up Sheet.

13.08 SHIFT EXCHANGE

Shift exchanges shall be permitted for Operators who hold a bid provided that the following procedures are followed:

1. All requests for shift exchanges must be directed to the Operations Supervisor at least one (1) week prior to the date requested (and during the Supervisor's regular working day).
2. All requests are subject to the approval of the Operations Supervisor
3. Shift exchanges shall only be permitted in one (1) day increments
4. A shift exchange between two operators must average to the same number of hours
5. Shift exchange is the responsibility of the operators involved

6. Dispatch will only cover shifts found on the operator's schedule
7. If one operator is unable to complete the off day exchange agreement for any reason that work will be detailed in accordance of Article 13 of the Collective Agreement
8. There shall be no more than 2 days exchanged per week
9. Two incidents of not reporting for an off day exchange will result in the employee being prohibited from off day exchanges for the next twelve (12) months, from the date of last incident.
10. Both operators must ensure that the shift exchange does not cause either to exceed the maximum driving hours allowable

13.09      EXPANDED SERVICE

When a new or expanded service is approved by Council (except trials) and is implemented and hours meet the standard thirty-nine (39) hour workweek, the Employer shall create a permanent position for a Bus Operator, providing the existing quality of run assignments schedules are not affected.

Permanencies shall occur the next bidding process following council approval.

Trial services are routinely for three (3) to six (6) months in length. Variations from this would be subject to discussions with the Union.

- 13.10      (A)      Work assignment bids for permanent Operators will continue to be based on thirty-nine (39) hours of driving and forty (40) hours of pay. The Employer shall continue to minimize the daily hour driving spread time.

The Employer will strive to create as many bids with two (2) consecutive days off as possible, and then subsequently as many two (2) inconsecutive days off as possible.

- (B)      It shall be agreed upon that the Employer and Union executive shall meet when the Union deems necessary to review all time schedule and bid adjustments before any changes are implemented.

13.11 STATUS OF EXTRA BOARD OPERATORS

(A) All Extra Board Operators will be included in the collective agreement under the following articles:

1.02	7.06	15.02
1.03	7.07	15.04
3.02	8.05	16.01
3.05	9.01	16.02
4.02	9.02	16.03 - 16.04
4.04 (A) (B) (C) (D) (E)	9.03 (A) *(C)	16.05
4.05	9.07 (A) (B)	17.06 (B)
5.01	10.01	17.01
5.02 (A) (B)	12.04 (up to STEP THREE)	17.04
5.03	13.01 (A) (B) (C) (D) (E) (G) (H) (I) (J) (F)	18.01 – 18.07
6.04	13.02	18.09
6.01	13.06	18.10
7.01	13.07	19.01
7.04	13.11	19.03 – 19.05
7.05	13.12	

\* 9.03 (C) Only for the purpose of calculating sick time occasions, and medical certificates requirements.

(B) All non-permanent employees shall be entitled to be paid for the following holidays provided that the employee works both the normal working day before the holiday and the normal working day following the holiday: New Year’s Day; Family Day; Good Friday; Canada Day; New Brunswick Day; Labour Day; Remembrance Day and Christmas Day.

13.12 Employees who have second jobs as commercial operators are obligated to report all other hours of work and driving hours to the Employer for recording purposes to ensure safety compliance.

## **ARTICLE 14 – ANNUAL VACATION**

14.01 Permanent employees of the bargaining unit shall be entitled to an annual vacation as outlined in Article 14.02. The vacation selection process shall be in order of seniority. Vacation bid shall be spread over the entire calendar year for the vacation entitlement on the basis of a maximum number of employees off on vacation at any one time. The vacation bid shall be posted October 1<sup>st</sup> of each year for signing. Employees shall commence signing their vacation on the second (2<sup>nd</sup>) Monday in October of the preceding year in which the vacation is to be taken.

All employees shall sign all vacation weeks when it is their time to sign the Vacation Poster on their designated day. Once all employees have selected their vacation weeks, applicable employees shall be advised to then select applicable bonus weeks as per Article 14.07. If an employee is unduly delaying their vacation choice, the Union executive shall have the right to sign on behalf of that employee.

### 14.02 **ANNUAL VACATION**

- (A) Two (2) weeks vacation to employees after completing one (1) year of service.
- (B) Three (3) weeks vacations to employees commencing with the regular vacation period in the year in which their third (3<sup>rd</sup>) anniversary falls.
- (C) Four (4) weeks vacations to employees commencing with the regular vacation period in the year in which their tenth (10<sup>th</sup>) anniversary falls.
- (D) Five (5) weeks vacations to employees commencing with the regular vacation period in the year in which their twentieth (20<sup>th</sup>) anniversary falls.
- (E) Six (6) weeks vacations to employees commencing with the regular vacation period in the year in which their twenty-fifth (25<sup>th</sup>) anniversary falls.

- 14.03
- (A) Selection of vacation shall be made by the employees of the company in order of their seniority.
  - (B) An employee wishing to defer up to three (3) weeks of vacation entitlement may do so once every five (5) years according to seniority to a maximum of three (3) Operators and one (1) other classification in any one year. Requests for carryover must be filed with the Union prior to September 15<sup>th</sup> of each year. Request for carryover must be filed with



the Employer prior to October 1<sup>st</sup> of each year. Approved carryover will not be taken between June 1<sup>st</sup> and October 1<sup>st</sup>.

- 14.04 VACATION PERIOD  
The vacation period is open, if a holiday occurs during a permanent employee(s) vacation, the employee(s) will be compensated at an additional day's pay or **they will be permitted to deposit hours in their statutory holiday bank.**
- 14.05 VACATION PAY  
Vacation pay will be set in accordance to the bid sheet rate and shall be paid at the hourly rates of pay in effect at the time and in the year such vacations are taken.
- 14.06 All employees, with more than ten (10) months service and leaving the employ of the company, will be paid for earned vacation at the hourly rate in effect at the time.
- 14.07 OFF SEASON OPTION
- (A) All permanent employees who select to take a minimum of three (3) weeks of his regular vacation entitlement in any month other than June, July, August, September or October shall be entitled to receive one (1) additional week holidays, (contingent upon availability of replacements) or cash equivalent at the hourly rate at that time. Once the employee takes two (2) weeks of the mandatory three (3), the Employer will credit an additional week to the employee's bank. There shall be no cancellation of booked vacation except in extraordinary circumstances. IE: bereavement, illness, etc.
- (B) All permanent employees with four (4) or more weeks of vacation entitlement may claim a "Cash In Lieu" settlement (equivalent to the regular hourly rate) for any number of days for which they are entitled. All eligible employees must take a minimum of three (3) weeks vacation leave.

## **ARTICLE 15 – HOLIDAYS**

- 15.01 (A) All permanent employees covered by this agreement shall be granted holidays without loss of pay, should any of the holidays listed below fall on a non-working day, the employee shall receive holiday pay of eight (8) hours when working a five (5) day work week and ten (10) hours when working a four (4) day work week. The employee may also opt to have the hours deposited into their statutory holiday bank.

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
New Brunswick Day  
Family Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Or any other day proclaimed by the Federal, Provincial or Municipal Government to be celebrated in lieu thereof.

Any Extra Board Operator who has a scheduled bid and a holiday falls within that bid period shall be granted the holiday in accordance with 15.01 (A) for eligible holidays.

- 15.02 In order to be eligible for pay for any one of the holidays outlined in Article 15.01, an employee must have worked the regular working day immediately preceding the holiday and the regular working day immediately following the holiday.

15.03 **RATE**

Employees who qualify for holiday pay under this agreement will receive a rate equal to forty (40) hours per week.

- 15.04 Employee's reported sick on the regular scheduled working day immediately preceding and/or following the holiday, will be required to produce a medical certificate signed by a practicing physician before the holiday pay is released.

- 15.05 An employee who is required to work during a holiday shall be paid at a rate of one and one-half (1½) times his regular hourly rate plus regular holiday pay.

## **ARTICLE 16 – UNIFORM & CLOTHING ALLOWANCES**

16.01 The Employer agrees to pay 100% towards the cost of providing suitable uniforms. Since uniforms are supplied to all eligible employees, the Union recognizes the Employer's right to govern their use and the manner they are worn. It is understood that all items of clothing remain the property of the Employer and must be returned upon termination of employment.

Employees who are on long term disability or any long term absence from work for more than one (1) year will be provided with the most recent clothing and/or boot allowance upon their return to work.

16.02 (A) The allowance shall be \$522.00 per Operator annually beginning on January 1<sup>st</sup>, 2021. Annual increases to the amount of clothing allowance will be 2%. Items unavailable for purchase in any year shall be carried over to the subsequent year.

*All uniform improvements and changes shall be mutually agreed.*

(B) In lieu of the allowance (16.02), new Operators which have successfully completed their training shall be issued the following:

- three (3) shirts (one of which must be a dress shirt),
- three (3) pairs of pants/shorts (one of which must be a dress pant),
- one belt,
- one tie,
- one winter coat, and;
- one sweater or rain jacket.

Note: For new hires Article 16.02 shall apply beginning in the second calendar year of employment.

16.03 The Employer shall make available for purchase any article of clothing it regulates in the uniform dress code. This will include any accessory item deemed necessary or optional.

16.04 Each eligible employee may freely select the article(s) and the quantity of the same to a maximum not to exceed the approved allowance. Employees who purchase in excess of their uniform allowance will be invoiced for the coverage and given ninety (90) days to remit.

16.05 The Employer shall subscribe and pay for a dry cleaning service for the use of the Operators. This service would be limited to articles

which cannot be washed. Operators are responsible for ensuring their articles are properly identified.

- 16.06 (A) The Employer agrees to provide a Clothing Allowance and Safety Boot Allowance to all Mechanics and Service Persons. Coveralls shall be provided and cleaned for each Mechanic and Service Person. The allowance will be \$460.00 annually beginning on January 1<sup>st</sup>, 2021 plus annual increases of 2% per year.

Additional Annual Boot Credit – two (2) pairs per year at a value of \$150 per pair (Mechanics & Service Persons only).

- (B) Tool Purchase Credit (Mechanics only) will be \$1,000 per year.
- (C) The employer shall cover the replacement cost of tools and or toolboxes on Codiac property that are damaged or lost due to theft at no fault of the employee and that are not covered by warranty or other means. This article only applies to employees eligible to receive the Tool Purchase Credit referred to in 16.06 (B).

## **ARTICLE 17 – INSURANCE, HEALTH CARE, SERVICE PAY, PENSION, RETIREMENT ALLOWANCE & PRE-RETIREMENT PROGRAM**

- 17.01 The Employer and the Union jointly support a confidential and professional assistance program (EAP) to provide counseling services for the employees and their immediate family.

To this end, dissemination of information, awareness and referral is a joint and shared responsibility.

- 17.02 The Employer shall ensure that all employees covered by insurance and health care plans shall be given benefit coverage booklets with each new plan.

### **17.03 GROUP INSURANCE / ACCIDENTAL DEATH AND DISMEMBERMENT**

The Employer will continue to provide an employee group insurance plan with specification no less than existing benefits.

Employer  
75%

Employee  
25%

17.04 PENSION PLAN

All permanent employees shall become and remain members of the "Pension Plan for City of Moncton Employees", (BILL 16) and shall be eligible for all benefits thereof.

This article does not apply to non-permanent except as defined under Bill 16 "Pension Plan for City of Moncton Employees" or the N.B. Pension Act, whichever is better.

17.05 LONG TERM DISABILITY

The Employer will provide for long term disability coverage.

Employer	Employee
75%	25%

17.06 GENERAL HEALTH AND DENTAL COVERAGE

(A) The Employer will continue to provide a basic general health and dental plan equal to the current CUPE Local 51 plan.

Employer	Employee
85%	15%

(B) All non-permanent employees with 1040 hours of seniority and who work a minimum of twenty (20) hours/week, shall be entitled to general health and dental coverage at the following cost shared rate:

Employer	Employee
75%	25%

(C) Employees covered under the terms of this agreement shall have their health and dental coverage maintained while receiving long term disability and/or workmen's compensation.

17.07 SERVICE PAY (Permanent Employees only)

5 Years	1.0%
10 Years	1.5%
15 Years	2.5%
20 Years	3.0%

To continue every year thereafter.

Service Pay shall be payable in the last pay of November. Permanent employees: service pay will be based on regular gross

earnings as defined by an employee's regular hourly rate in effect as of November 1 of each year, multiplied by 2,080 hours.

On retirement, severance, death or voluntary separation, a permanent employee shall be entitled to service pay calculated from January 1<sup>st</sup> to the date of departure. In the case of death, the service pay shall be paid to the employee's dependents or beneficiaries.

### RETIREMENT ALLOWANCE

- (A) All permanent employees with five (5) years' service and having sick leave to their credit on their retirement date shall receive 50% of their total remaining sick leave accumulation to a max of one thousand (1000) hours pay in lieu of sick leave. In the case of death of a permanent employee with 5 years' service, the retirement pay (50% of days to a maximum of one thousand (1000) hours will be paid to the employee's estate.

All employees who qualify for the present retirement allowance (Article 17.07) shall continue to do so as per Letter of Understanding (*Appendix "A"*).

- (B) The Employer will present a Retired Employee Pass to those employees retiring with an Employer pension and a minimum of ten (10) years' service. The Employer may also present a pass to those employees forced to leave the employ of the Employer for medical reasons.

### ARTICLE 18 – GENERAL

- 18.01 The Employer will continue to make adequate provisions for the health and safety of the employees during the hours of employment.
- 18.02 Where possible, no employee shall be required to back up a bus without having a guide.
- 18.03 The Employer will provide lockers for all employees.
- 18.04 Employee action worthy of commendation shall be posted in the employee's file.
- 18.05 The Employer agrees to provide the Union with a bulletin board to be erected in a place mutually agreed upon by both groups. All postings shall be on the bulletin board.

18.06 The company will ensure the Operator's heater is operational at all times.

18.07 Operators are not obliged to operate equipment with mechanical defects related to safety.

18.08 ALL CHANGES DEEMED NECESSARY

All changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement. All changes shall be in writing and signed by the appropriate signing authorities. In agreeing to this provision, nothing will restrict the parties in waiving any time restraints currently under the collective agreement where there is mutual consent.

18.09 SURVEILLANCE CAMERAS

(A) The Employer believes that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers, and protection of company property.

(B) This Article shall confirm the Employer's intent that the use of such device is for the public safety, crime prevention and for protection of its employees and assets.

(C) Cameras installed on company vehicles or property shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment.

18.10 The employer will provide employees with a list of washrooms that have been confirmed as authorized to be used by Codiac Transpo employees. A minimum of one washroom will be identified for each route and for each layby (transfer point). The list will be updated as needed.

**ARTICLE 19 - HOURLY WAGE RATES & SUPPLEMENTS**

**19.01**

	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
%	1.50	1.50	1.65	1.65	1.75
Operator	\$27.63	\$28.04	\$28.51	\$28.98	\$29.48
Mechanic	\$32.91	\$33.40	\$33.95	\$34.51	\$35.12
Chief Mechanic	\$34.94	\$35.46	\$36.05	\$36.64	\$37.28
Service Person	\$25.88	\$26.27	\$26.70	\$27.14	\$27.62

**Extra Board Operators & Casual Service Persons:**

Training Rate	80% of Operator or Service Person Top Rate
Probationary Rate up to 1040 hours worked	85% of Operator or Service Person Top Rate
1041 hours to until made a permanent Operator	90% of Operator or Service Person Top Rate



19.02

BANKED TIME

Banked time will be paid out the last full pay period in December for Service Persons and Operators. Management and the Union will agree on future dates. If no agreement is reached, it shall be at any time after December 15<sup>th</sup>.

19.03

SUPPLEMENT – OPERATOR TRAINING

The Employer, for the purpose of training new employees, shall select Operator Trainers. Such Trainers will be paid \$2.50 an hour over their regular hourly rate of pay including overtime hours worked during training.

Service persons and mechanics who are selected by the Employer and agree to provide training will be paid the same premium rate of \$2.50 an hour over their hourly rate of pay including overtime hours worked during training.

19.04

EMPLOYEE PASS

The Employer agrees to provide eligible employees with monthly passes at the appropriate price.

Eligibility is limited to spouse and dependent children under the age 18 or enrolled in secondary education and shall be non-transferable.

*Employees shall surrender their seats to customers.*

Issued under the following conditions: this pass remains the property of Employer and may be revoked at any time. This pass is for the sole use of the employee and their immediate family to whom it was issued. All other person found using this pass may be subject to criminal prosecution. The loss of the pass must be reported immediately to an employee supervisor. This pass must be surrendered upon termination of employment to the Employer. Failure to do so may result in financial penalty and / or criminal charges.

19.05 (A) SHIFT PREMIUM

A shift premium shall be paid over and above the regular rate of pay for all hours worked after 5:00PM by all employees. The premium amount shall be as follows:

<b>Year</b>	<b>Shift Premium Amount</b>
2021	\$1.10
2022	\$1.20
2023	\$1.30
2024	\$1.40

There will no shift premium paid on overtime hours.

(B) Services shall not be disrupted

Should a relief Operator not be available for their shift, the Operator to be relieved shall immediately notify the Dispatcher and, so that services shall not be disrupted, the Operator to be relieved shall operate the bus until relieved, unless there are extenuating circumstances that would prevent the operator from doing so. The overtime rate for these instances shall be double (2x) the regular hourly rate, exclusive of any other premiums and this rate shall only be for the actual time worked. If the Operator has worked his full shift to that point, they shall not be required to work beyond their regular shift more than two (2) hours after the time they notify the Dispatcher of the relief Operator not showing up. The late Operator shall be docked actual time missed.

**ARTICLE 20 – DURATION OF AGREEMENT**

20.01 This agreement shall become effective September 1, 2019 and remain in force until December 31<sup>st</sup>, 2024. In witness whereof the City of Moncton has caused this agreement to be executed by its duly authorized officers in that behalf, and has caused its corporate seal to be affixed hereto by resolution duly made; and the Amalgamated Transit Union Local 1290 has caused this agreement to be executed by its duly authorized officers in that behalf, and has caused its seal to be affixed hereto by resolution duly made,

THIS 27<sup>th</sup> DAY OF August A.D. 2021

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

“CITY OF MONCTON”

[Signature]  
WITNESS

[Signature]  
CITY CLERK



[Signature]  
WITNESS

[Signature]  
MAYOR - CITY OF MONCTON

“AMALGAMATED TRANSIT UNION”

[Signature]  
WITNESS

[Signature]  
PRESIDENT - LOCAL #1290

[Signature]  
WITNESS

[Signature]  
FINANCIAL SECRETARY

## APPENDIX A

July 21, 2005

*Revised June 27, 2013*

Mr. Raymond Melanson  
President, Local #1290  
608 Pierre Street  
Dieppe, NB E1A 7H6

Dear Mr. Melanson

Further to our discussions on Monday last, listed hereunder are the names of employees who continue to qualify for the sick leave accumulation entitlements under article 17.07 of the previous collective agreement.


### Employee

1. R. Boudreau
2. E. Gallant
3. Chris Dunn
4. B. Wheaton

These employees shall be granted right to remain in the program until retirement or depletion.

There are no other employees eligible to qualify or re-qualify in the near term.

Should you have any questions, please contact the undersigned at anytime.

Yours truly  
  
John R. Allain  
General Manager

c.c. Darla Clynick  
Dana Weaver

## **APPENDIX B**

### **Memorandum of Agreement**

#### **Between Codiac Transpo (“the Employer”) and Amalgamated Transit Union (“the Union”), Local 1290**

#### **Seasonal Board Operator**

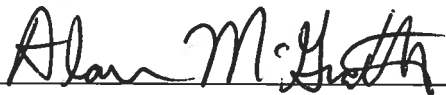
As per Schedule B, the intent of Seasonal Board Operator positions is to provide for additional Operator callouts to be available to work when we are short staffed and have no Extra Board Operators available to work. As agreed between Union and Management, and outside the definitions provided in the ATU Collective Agreement, employees who hold primary employment at another business and only want part-time Operator employment at Codiac Transpo have the following conditions of employment and are classified as Seasonal Board Operators:

1. There is no guarantee on hours of work available.
2. Seasonal Board Operators are listed as a separate group maintaining seniority only amongst themselves. Seniority is established on the training start date. Seasonal Board Operators are only deemed available to receive work after all Extra Board Operators have been assigned.
3. It is the responsibility of the employee to report hours of training and work to both employers to ensure compliance with Motor Carrier legislation’s hours of rest and on duty time restrictions. All shifts will be assigned according to hours of service regulations.
4. Seasonal Board Operators must be available for any and all shifts and training that occur within the working hours they have indicated to Codiac Transpo that they are available for scheduled work.
5. Available hours of work are to be submitted one week in advance. If changes to the available hours of work schedule occur, we require a minimum of three days advance notice. Accommodation will be made for Doctor appointment coverage only if declared three days in advance of the appointment date. This is expected to be a rare occurrence.
6. Seasonal Board Operators are a probationary employee until they have completed training plus an additional 1,040 hours’ driving time.
7. Should you wish to become a permanent Operator at Codiac Transpo, you are required to make Codiac Transpo your primary employer and would

then be transferred from the seasonal list to the last position on the Extra Board Operator seniority list. In addition, to qualify for a permanent Operator position, one must work a minimum of 1,200 hours in the previous year.

8. Operators hired after you who make Codiac Transpo their primary employer are Extra Board Operators and will be placed on the regular seniority list. Work assignments will be assigned to Extra Board Operators prior to Seasonal Board Operators.
9. Following the completion of training, Seasonal Board Operators are required to review the scheduled routes on their own time to ensure they are prepared when a route is assigned to them.
10. Management may schedule refresher training shifts periodically, if shift assignments are infrequent, to maintain driving skills or as required.
11. You will be working in a unionized environment as a member of Amalgamated Transit Union. Dues will be collected as per ATU by-laws.
12. Pay scale is as outlined for Extra Board Operator in the Collective Agreement.
13. Article 13.11 outlines Collective Agreement clause coverage for Extra Board Operators and applies to Seasonal Board Operators.

Schedule B is to be provided to Seasonal Board Operator at time of employment offer.



Alan McGrath, Local 1290

Signed Aug 27, 2021



Angela Allain, Codiac Transpo

Signed Aug 27, 2021

**APPENDIX C**

**Letter of Understanding  
Between  
Codiac Transpo and Amalgamated Transit Union Local 1290**

**Service Persons or Mechanics Signing Up for Extra Operator Shifts**

This letter shall confirm agreement between the parties, the Corporation of the City of Moncton and the Amalgamated Transit union (ATU) Local 1290 to outline the procedure for service persons and/or mechanics wishing to work extra driving shifts. In emergency cases where there are no available casual or volunteer operators are able to fill open driving shifts, interested service persons and/or mechanics may fill the open work. This is to avoid forcing operators to work when service persons and/or mechanics are willing and available.

Service persons and/or mechanics cannot be forced in to work operator shifts. All open shifts in the Service and Mechanic departments shall be filled first. Once work is assigned on the days selected by the service persons and/or mechanics there shall be no change unless the service person and/or mechanic is needed for an open shift in their own dept.

Service persons and/or mechanics wishing to work extra driving shifts on their days off are to sign up for the dates they wish to work on the operator overtime list posted at Dispatch.

Service persons and/or mechanics shall have one day off in 7.

Hours of work rules apply to servicemen and mechanics.

Uniform requirements shall be determined and supplied by management.

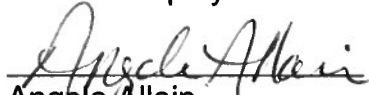
Service persons and mechanics assigned to driving shifts shall be compensated at their classification rates as per the collective agreement.

Shift premium on all applicable shifts shall be paid at the service persons and/or mechanics rate.

Overtime rates shall apply as per the collective agreement.

This agreement signed at Moncton, NB this 27 day of August, 2021.

For the Employer



Angela Allain  
Codiac Transpo

For the Union



Alan McGrath  
President, Local 1290

**APPENDIX D**

**Letter of Understanding**  
**Between Codiac Transpo (“the Employer”) and Amalgamated Transit Union**  
**(“the Union”), Local 1290**  
**Bid Signing for Operators on Long Term Disability or WorkSafeNB Leaves**

Any Operator who is on approved long term disability or WorkSafeNB claim will not sign the bid.

Upon their release by the insurer or WorkSafeNB to return to work, the Operator will be assigned open shifts by seniority with days off assigned as per their last worked bid.

  
\_\_\_\_\_  
Alan McGrath, Local 1290

Signed Aug 27, 2021

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo

Signed Aug 27, 2021



**APPENDIX E**

**Letter of Agreement**

**Between**

**Codiac Transpo and the Amalgamated Transit Union Local 1290**

**Bid Signing Procedure for Operators on Long Term Medical Leave**

This letter shall confirm agreement between the parties, the Corporation of the City of Moncton and the Amalgamated Transit Union (ATU) Local 1290 to outline the bid signing procedures for operators on long term medical leave excluding maternity leave.


When a permanent operator has been on long term medical leave for one full bid period, he/she shall be ineligible to sign the next consecutive bid unless a return to work date from their medical practitioner states they shall return to full time duty within the bid period's effective dates. The doctor's note shall be provided prior to the scheduled date of his/her scheduled bid signing day.

Operators who have been on medical leave for at least one complete bid, have not signed the next bid but subsequently receive a resumption of full duties return to work date from their treating medical practitioner for full time duties return to work date during the next bid's effective dates, are eligible to the following:

They shall be assigned to the extra board list, assigned available work from the extra board of hours closest to the work they had signed on their previously signed bid, provide full time pay, and given scheduled days off based on those provided on his/her last signed bid, until the next bid commenced.

This agreement signed at Moncton, N.B. this 27 day of August 2021.

For the Union



Alan McGrath,  
Amalgamated Transit Union, Local 1290

For the Employer



Angela Allain,  
Codiac Transpo

## **APPENDIX F**

### **Letter of Understanding Between Codiac Transpo and Amalgamated Transit Union Local 1290**

#### **Extra Board Operators – 2 Days Off**

This letter shall confirm agreement between the parties, the Corporation of the City of Moncton and the Amalgamated Transit Union (ATU) Local 1290 to outline the procedure for allowing Extra Board Operators to have 2 Off Days per week.

On a trial basis, you will have the option of picking a week with 2 off days. The following rules will apply during the entire board period:

1. Selections will be done in seniority order;
2. By law, you must have 1 day off each week;
3. One of your off days will be designated as a 'Primary Day Off' , to be signed on the bid sheet. The 'Primary Day' will be coloured in yellow on the sheet that is used to pick by seniority and the 'Non Primary' day will be in black and white;
4. If needed on your non-primary day off, all known work will be detailed to the Extra Board Operators scheduled to work that day. Extra Board Operators required to work on their other off day will be detailed work in reverse order, unless you have signed the overtime sheet. Overtime will be detailed in seniority order, this included Permanent Operators;
5. If you reach 40 hours of work during a week and want to work extra hours, you must sign the 'Overtime' sheet, posted on the Dispatch window;
6. You must sign the Overtime sheet by Thursday evening as the sheet is removed on Friday morning. You have one (1) week to decide if you wish to work on your non primary day off. No exceptions should you forget to sign for extra hours before the cutoff date and time;
7. All open work will be assigned to Extra Board Operators first, except Bid #55. The Operator on Bid #55 will be topped off first as this is a permanent position;
8. If all Extra Board Operators are working and or have reached their 40 hours, then all open work will be assigned to the Operators that have signed the Overtime Volunteer sheet;
9. Overtime hours will be assigned in accordance with the Collective Agreement (Seniority dictates who gets work first. This includes Permanent Operators);
10. Should we experience a shortage of Operators, due to sickness, vacation, etc., and are unable to fill the open work with volunteers; you may be required to work your non-primary day off. We will do our best to avoid this

- from happening, however we must provide the scheduled service to our customers;
11. Extra Board Operators required to work their non-primary day off will be assigned in reverse seniority order (Bottom to top);
  12. We require 3 morning call outs on Saturdays and Sundays. If all other Operators are working, you may be required to be a call out;
  13. If you're a morning call out, you must be present at Codiac Transpo and submit a time card for 2 hours. If you're assigned a shift you will be paid the time between your start as a call out and the time the bus is scheduled to leave the garage that morning;
  14. Submit proper time cards for all work performed or assigned, on the day of being a call out, Supervisors will dictate what time you are needed to be at Codiac;
  15. When assigned a 'Call Out' detail, you can't pick what part of the day you will be a call out, Supervisors will dictate what time you are needed to be at Codiac;
  16. Weeks that have public holidays, depending on operational needs, may require us to change both your days off. Should this be required, you will be advised one week in advance;
  17. Shift exchanges for days to work on Primary and Non Primary days are not allowed;

This agreement signed at Moncton, N.B. this 27 day of August 2021.

For the Union



Alan McGrath,  
Amalgamated Transit Union, Local 1290

For the Employer



Angela Allain,  
Codiac Transpo

## **APPENDIX G**

### **Letter of Understanding Between Codiac Transpo and Amalgamated Transit Union Local 1290**

#### **Operators Signing Up for Service Person Shifts**

This letter shall confirm agreement between the parties, the Corporation of the City of Moncton and the Amalgamated Transit Union (ATU) Local 1290 to outline the procedure for operators wishing to work service person shifts. In emergency cases where there are no available service persons able to fill open Service Dept. shifts, interested operators may fill the open work. This is to avoid forcing service persons to work when operators are willing, able and available to do so.

Operators cannot be forced in to work service person shifts.

All open shifts in the Operations department shall be filled first.

Once work is assigned on the days selected by the operator, there shall be no change unless the operator is needed for an open shift in their own dept.

Service Persons and Operators wishing to work service person shifts are to sign up when the Service Dept. sign-up sheet is posted on Dispatch window. This will be removed each Thursday at 9 a.m. for the following week to cover known shift vacancies. Last minute service person absences will be covered following service person seniority first followed by operator seniority of those who signed the Service Dept. sign-up sheet, only Operators with service training.

There must always be one service person on duty. No two or more bus operators shall be the only person(s) on duty in the service department.

Regular service personnel shall assume the lead positions when bus operators are on duty.

Operators shall have one day off in 7.

Hours of work rules apply.

Uniform requirements shall be determined, by management. Safety boots will be supplied.

Operators will only be assigned to service person tasks which they have received training, primarily interior bus cleaning duties.

Operators assigned to service person shifts shall be compensated at their operator classification rate as per the collective agreement.

Shift premium on all applicable shifts shall be paid at the service persons and/or mechanics rate.

Overtime rates shall apply as per the collective agreement.

Open shifts shall be assigned to available casual Operators in order of seniority, only if they had volunteered for this job assignment by signing the Service Dept. sign-up sheet and were properly trained.

If all volunteer Extra Board Operators reach 40 hours for the week then work now deemed overtime shall be assigned by seniority order of Permanent Operators, as per the collective agreement.

Extra Board Operators will not lose 30-hour guarantee if called to work in Service; however, these worked hours do not contribute to Operator probationary hours.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo

  
\_\_\_\_\_  
Alan McGrath, Local 1290

Signed Aug 27, 2021

Signed Aug 27, 2021

## APPENDIX H

### **Memorandum of Agreement Between Codiak Transpo (“the Employer”) and Amalgamated Transit Union (“the Union”), Local 1290 Without Prejudice**

#### **Operator Transportation - Layby Relief**

As a result of COVID-19 and the adoption of a 70% service level offering (specifically the elimination of mid-day service on 60-Bessborough), an alternative transportation procedure has been agreed to that will provide transportation to operators to and from laybys for bus routes requiring “on road / at layby” relief.

Effective Sunday, November 15<sup>th</sup>, 2020, operators scheduled to relieve operators “on road / at layby” will report to the Codiak Transpo garage at the beginning of their shift and be assigned a bus as indicated on the bus assignment list. This bus will be used by the operator for travel to their scheduled layby relief point and for the remainder of their shift. Operators being relieved on road at laybys will return to the Codiak Transpo garage “out of service” with the bus they are operating at the end of their shift.

#### **Operators Providing Relief**

A standard pre-trip inspection report is required to be completed by the operator prior to leaving the garage with their assigned bus. Operators are required to depart the garage in time to arrive at their scheduled relief time, using deadhead times in place for travel to the laybys. (Champlain 15min - 1111 Main 10min - Plaza 10min). Operators will be paid 10 minutes to complete their pre-trip inspection but will not be paid for travel (deadhead) time to the layby to start their scheduled shift.

#### **Operators Being Relieved**

Operators being relieved should arrive “41-Out of Service” as they pull into their layby at the end of their scheduled shift. Operators being relieved are required to remain at the layby until their replacement operator arrives to facilitate a smooth transfer of passengers between buses. Operators being relieved will not be paid


for travel (deadhead) time on their return trip to the garage at the end of their scheduled shift.


This is a temporary procedure put in place to address the absence of a connection to the transit network from the garage for operators affected by bus routes requiring "on road / at layby" relief.

The term of this Agreement may change upon mutual agreement between the Union and the Employer. End date shall coincide with other route and operations changes.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo  
Signed Aug 27, 2021

  
\_\_\_\_\_  
Alan McGrath, Local 1290  
Signed Aug 27, 2021

**APPENDIX I**

**Memorandum of Agreement**

**Between Codiac Transpo (“the Employer”) and Amalgamated Transit Union  
 (“the Union”), Local 1290**

**Operator Transportation**

The parties agree to maintain the practice agreed to in the “Operator Transportation - Layby Relief” Memorandum of Agreement (signed November 13, 2020) until such time that Codiac Transpo can no longer provide buses for the purpose of providing transportation for layby relief. 60 days prior to ceasing this practice, the parties agree to meet and discuss options for proceeding on a go-forward basis.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo

  
\_\_\_\_\_  
Alan McGrath, Local 1290

Signed Aug 27, 2021

Signed Aug 27, 2021



## APPENDIX J

### Memorandum of Agreement

Between Codiac Transpo (“the Employer”) and Amalgamated Transit Union  
 (“the Union”), Local 1290

#### Extra Board Operators on Temporary Serviceperson Assignment

Due to COVID-19 additional Servicepersons may be required to assist work team with fleet sanitization, fuelling, parking and all related Serviceperson duties.

This is a temporary transfer from role of Operator to Casual Serviceperson, the employee’s original job classification will not change. The selection will be done by senior may, junior must. It is expected that there could be up to 4 temporary casual servicepersons needed; however, whether and how many temporary casual servicepersons are required will be subject to operational requirements and financial ability.

Minimum transfer period is six (6) months from date of transfer. The term of this Agreement may change upon mutual agreement between the Union and the Employer. End date shall coincide with other route and operations changes to keep Servicepersons and Operator re-bidding requirements to a minimum.

Agreed upon work conditions include:

- All duties as per Servicepersons job description dated December 5, 2018(attached)
- A primary task is to carry equipment and apply de-sanitizer, wipe down high touch surfaces
- Requires long work periods wearing personal protective equipment including masks
- Work shifts are variable, subject to changes, and may include overnight hours, Sundays and split shifts.
- Servicepersons Training shall be provided.
- Safety boots shall be provided, not charged to Operator Uniform Allowance.
- Ability to work well with others is essential

Compensation:

- 90% of Permanent Serviceperson rate as Casual Serviceperson as per articles 1.03 and 19.01
- Permanent Operators shall be compensated at 90% of Permanent Serviceperson rate and the position is not Permanent.

- Hours of work shall be variable providing a minimum of one day off in seven. Shifts may require working in excess of 12 hours and / or split shifts.
- Temporarily transferred employees shall be scheduled at least 30 hours per week.
- Casual Servicepersons shall be topped up to 40 hours prior to any overtime being offered to Permanent Servicepersons.

#### Seniority:

- Employees who temporarily transfer to the Service Department as a result of this Memorandum of Agreement shall retain and continue to accrue seniority in the Operator Classification.
- Casual Servicepersons may sign up for overtime shifts as Bus Operators on days off providing at least one day in seven is unworked. If other open shifts exist, assignment priority is given to Service Department prior to filling any open Operator shifts.
- In addition to the above, seniority within the Serviceperson classification will be followed as per article 8.04. Employees who accrue Serviceperson classification seniority as a result of this Memorandum of Agreement shall exercise this seniority exclusively for shift selection whilst temporarily assigned.
- Hire date seniority will be honored for vacation selection and requests for time off.
- Should layoffs occur, this will commence at the most junior extra board operator.

#### Assignment selection and duration:

- Temporary transfers to the Service Department shall be available to Extra Board Operators on a “senior may, junior must” basis.
- Employees electing to transfer on account of their seniority (senior may) will be required to remain in the Service Department for at least six (6) months.
- Employees mandated to transfer to the Service Department (junior must) will be eligible to return to the operations classification when new vacancies are created in the Extra Board.

Should an Operator position become available, the affected employee may resume their previous role as an Operator. These assignments shall be made based on seniority.

Should an employee choose to no longer work as a temporary casual serviceperson for any other reason, the employee must provide 30 day written notice to the Employer and the employee shall be laid off until an Operator position is available.

Recall notice will be followed as per collective agreement articles 7.07, 7.04.

Applicable employees will sign a form which will include the content above and a signatory statement, namely: I, \_\_\_\_\_ (name of Operator) agree to transfer temporarily as per the above work term conditions and I accept the duties, responsibilities and training required to be a Casual Serviceperson.

For the Employer:

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo

Signed Aug 27, 2021

For the Union:

  
\_\_\_\_\_  
Alan McGrath, Local 1290

Signed Aug 27, 2021

## APPENDIX K

### AMALGAMATED TRANSIT UNION LOCAL Memorandum of Understanding

Date: Monday, June 29, 2020  
To: Alex Grncarovski  
From: Local 1290 Executive  
Subject: **Request for Staffing Assistance (Supervisor 10-1 Group)**

Good morning Alex:

We have met and discussed your request for staffing assistance in the supervisor 10-1 group.

Although we did have some concerns, we have identified some criteria that would allow us to provide you with the temporary staffing you requested.

#### Identification / Selection of Member-Candidate

The rules of seniority must be respected and must follow the Collective Bargaining Agreement (CBA) between the City of Moncton and ATU Local 1290, as detailed in Article 8 – “Job Vacancies, Postings, Promotions & Transfers”. It is the interpretation of the executive that the pool of candidates constitutes all work groups within Local 1290, including the maintenance group, service department and operations. Candidates would need to demonstrate that they either possess or can acquire the skills necessary to perform the job.

#### Position Name / Job Description

The temporary position will need have a unique name and list of job responsibilities (non-disciplinary) agreed to by the union. This temporary position will be an ATU position and must be created according to Article 8.07 – “Creation of a New Position” of the CBA. The temporary position would be limited to 1 year.

#### Wages, Benefits and Seniority

Wages and benefits of the position will need to be agreed to by the union when a list of job responsibilities is developed. Seniority of the member will be maintained within the workgroup while on temporary assignment, and they will return to their position when the temporary assignment comes to an end. Should management wish to make the temporary position permanent, a new process will need to take place for both the creation of the position, the selection of member-candidate(s) and wages/benefits.

Impact on Other Bargaining Units and Unions

The agreement of ATU Local 1290 to provide a member to fill the temporary position referred to in this document must not be in conflict with the CBA in force between the City Hall Employees Association (CHEA / PSAC 60200) and the City of Moncton, the union representing the supervisor group at Codiac Transpo.

We hope that our offer to assist with staffing is acceptable to Codiac Transpo.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Angela Allain, Codiac Transpo

Signed Aug 27, 2021

  
\_\_\_\_\_  
Alan McGrath, Local 1290

Signed Aug 27, 2021

**APPENDIX L**

A. McGrath  
President  
ATU Local 1290

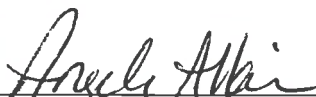
Alan:

**RE: LETTER OF INTENT**

This is to serve notice the employer is utilizing Article 13.01(c) to address recruiting issues. Please be advised effective Thursday, May 11, all extra board operators employed at Codiac Transpo will be guaranteed 30 hours weekly. Unpaid statutory holidays, sick days, and any other absences which make extra board operator unavailable for work are excluded from the paid hours guarantee. Non driving hours are excluded included in calculating 1040 probationary hours period.

Yours truly,

  
\_\_\_\_\_  
Jeff Preston  
City of Moncton

  
\_\_\_\_\_  
Angela Alain  
Codiac Transpo

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