

## Final Offer Overview December 4, 2009

Following are the highlights of the employer's offer of a three year deal:

- Wage increase totaling 9.3% compounded, for all classifications.  
This equates to the following end rates:
  - Operators \$25.23
  - Skilled Labour \$29.31
- New dental benefit: Orthodontic coverage
- New dental benefit: Major Restorative (caps and crowns)
- Increased income replacement coverage for Short Term Disability Benefit and improved Short Term Sick Benefit which results in a reduced waiting period
- Improved LTD plan
- Improved working conditions for Operators (more 10 hour shifts, more straight runs and more signed work)
- Improved clothing provisions, including a new boot allowance for Transportation staff
- New post retirement health care coverage option
- Improved banking of overtime and paid holiday provision
- Increased night shift premium for Plant and Equipment employees
- Current level of 10 hour shifts for other than relief supervisors for Plant and Equipment will be maintained during the duration of the collective agreement, subject to the terms of the enclosure regarding the new facility
- The current provisions of the Collective Agreement requiring the employer to pay the OHP on employee's behalf are continued

***Refer to the Final Offer December 4, 2009 for full details***

# Final Offer December 4, 2009

London Transit offers the following final offer in complete resolution of all proposals and issues raised during the current round of bargaining. All provisions of the published 2006-2009 Collective Agreement and enclosures except as specifically amended in the following carry forward to the renewed Collective Agreement.

**Amendments as follows:**

- o Section 1                      Key Economic Offer Provisions
- o Section 2                      All Other Items

**Section 1- Key Economic Offer Provisions**

**Duration:**            3 Years

**Wages:**            2.0% general wage all classifications    -increase July 1, 2009  
                          1.0% general wage all classifications    -increase January 1, 2010  
                          2.0% general wage all classifications    -increase July 1, 2010  
                          1.0% general wage all classifications    -increase January 1, 2011  
                          2.0% general wage all classifications    -increase July 1, 2011  
                          1.0% general wage all classifications    -increase January 1, 2012

	Current	Jul-09	Jan-10	Jul-10	Jan-11	Jul-11	Jan-12
		2.00%	1.00%	2.00%	1.00%	2.00%	1.00%
<b>Operators</b>	\$ 23.08	\$ 23.54	\$ 23.78	\$ 24.25	\$ 24.50	\$ 24.98	\$ 25.23
<b>Skilled Labour</b>	\$ 26.81	\$ 27.35	\$ 27.62	\$ 28.17	\$ 28.45	\$ 29.02	\$ 29.31

**Benefits:**

- o **LTD – Revise:**  
     "Amount of benefit for new claims initiated on or after January 1 2010 is 60% of earnings per insurer's definition. ... not to exceed 85% of the employee's monthly pre-disability gross income (basic monthly rate) with direct offset of CPP payments.

**"Psychologist – Revise:**

Effective with new claims January 1, 2010, Psychologist coverage is increased to \$85 for initial assessment, \$50 for subsequent visits to an annual maximum of \$650.

- o **Dental- Orthodontic (section 122.08) -New:**  
     Effective with new claims January 1 2010 provide orthodontic coverage, \$1000 maximum lifetime benefit, 50/50 co-pay basis with the premiums paid 100% by the employer
- o **Dental- Major Restorative (Caps and Crowns- section 122.08)- New:**  
     Effective with new claims January 1 2010 provide major restorative coverage, \$1500 maximum annual benefit, 50/50 co-pay basis with the premiums paid 100% by the employer

- **Insured Short Term Disability (section 122.03) – Revise:**  
 "Effective with claims initiated on or after January 1 2010, the short term disability plan will pay 75% of classification for all employees to a maximum of 26 weeks. Schedule A rate changes effective July 1 2009 are without impact on STD claims established prior to January 1, 2010."
- **Short Term Sick Benefit (section 122.04.02) – Revise:**  
 Effective new claims on or after January 1 2010
  - if illness of 3 days duration, 2 days sick leave will be paid
  - if illness is 4 days or greater, 3 days sick leave will be paid
- **Post retirement Benefits to age 65 - New:**  
 Effective the first of the first full month after ratification, provide an election to future retirees and current REP's only to choose between the current REP benefits program with premium split and conditions as per section 217.09 of the Collective Agreement, or the Post Retirement Health Care Program per section 122.11 of the Collective Agreement. Employee election of option is one time only.
- **REP's Section 217 – Revise:**
  - Cessation of "grandfathering" for those REP's who were grandfathered (i.e. entered program prior to January 4 2007) effective January 1 2011.
  - Effective December 1, 2009, REP's **receive full statutory holiday** pay per the ESA.
- **Banking of Overtime and Stat Pay (section 135.01) – Revise:**  
 "The banking of overtime and stat work days will be done at time and one half and can be used to provide top-up for approved absences. This includes leaves for approved STD and WSIB claims. (language to be developed to update Section 135).
- **Shoe Requirements and Operator Boot Allowance – Revise:**  
 See Section 211 (in this document) of Collective Agreement; noting shoe boot/allowance is increased to \$160. Also expand options for transportation employees to "mix and match" see Section 211 (in this document)
- **Night Shift Premium – Revise:**  
 Update Section 305.01.01 to include an additional \$0.25 premium effective January 1, 2010, and further an additional \$0.25 premium effective January 1, 2011
- **Vacation Reduction – Revise:**  
 Change 117.11.03 ...Add "effective with 2010 vacation observance, vacation pay reduction will not reduce entitlement by more than two weeks (80 hours)".
- **Enclosure – New:**  
 Enclosure re: Lavatory Provisions – New  
 Enclosure providing for lavatory committee to review areas of concern and situations where lavatory minimum access 1 hour after service start and 1 hour before service ends is not currently being met. Recommendations of committee to be presented through Union Management Committee. Funds not exceeding \$30,000 over the duration of this Collective Agreement will be made available for implementation of recommended changes.
- **Letter of Understanding- Revisions to Signup Rules - New**  
 During the current round of bargaining, the Parties discussed options to improve the working conditions for operators in an efficient manner. In particular, the Parties set objectives of rationalizing report time, creating straight runs and increasing the number of 10 hour shifts. As the result, the Parties agreed to enter into this letter of understanding which supercedes any conflicting provisions elsewhere in the Collective Agreement, notably the following:

## Collective Agreement References

114.01.02	25% maximum overtime runs.
114.01.02	Maximum length of run is 8 hours 30 minutes.
Enclosure 7	Minimum 65% straight runs Monday to Saturday.
134.04	Minimum 5% of runs must be 10 hour runs.
207	Reporting Time Allowance
216.01.02	Weekday X Runs paying 7.75 hours will become signed runs.

Effective with the first full signup after ratification, the following revisions to signup rules will apply.

1. Reporting Time Allowance for all pieces of work out of the garage will be 15 minutes.
2. Reporting Time Allowance for all first pieces of work which relieve on the road (not out of garage) will be 5 minutes.
3. A maximum of 25% of the runs may be scheduled between 8 hours and 8 and one half hours.
4. A maximum of an additional 5% of the runs may be scheduled to work between 8 hours and 31 minutes and 8 hours and 45 minutes.
5. A minimum of 65% of weekday and Saturday runs must be straight runs, with a guideline objective of 70%.
6. A minimum of 21 runs (including Jumper runs and excluding Showup positions) must be 10 hour runs. This is subject to maintaining as a minimum the levels of scheduled service operated in 2009. This does not apply to special signups (i.e. December 27, December 31) and reduced contingency services.
7. Weekday X Runs paying 7.5 hours will become signed runs.
8. Saturday X Runs paying a minimum of 7.5 hours may be signed by Spareboard Operators at the signup.

During the life of the Collective Agreement, the Scheduling/Planning Committee will be asked to conduct an analysis of the signups and provide recommendations for the next round of collective bargaining.

- o **Seniority – Revise:**

Delete Section 136.01 (page 100) when such situations occur the employee shall be deemed to have no classification or department seniority related to bargaining unit positions.

## **Section 2 - Other Items**

- **Section 101.01: Add**

“The Commission will discuss with the Union all proposed changes in SOP, seven (7) calendar days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Union will be allowed an additional 7 days to respond in writing. Subsequently, if the union believes that the changed SOP's violate the terms of the Collective Agreement or applicable legislation, the union may file a contract grievance.”
- **Section 102.02 Add Point 7 - Revise**

“Point #5 above applies to all investigations involving unionized employees, whether or not the investigation is conducted under the problem resolution process.”
- **Section 103.02 - Initial Training period - Revise:**

to remove the timeframe. After 3rd week, trainees will be moved to 1- 6 month rate per Schedule A as applicable. The trainee rate for Operators, 75% of job rate, shall be added to Schedule A
- **Section 111.06 – Revise:**

to reflect practice of reimbursing employees aged 65 and older for required “MTO” medicals, currently required annually
- **Section 113 - New**

Sub-Section 113.12: In cases where an employee who is entitled to daily guarantee works beyond the 11 hour spread cap, the employee will be considered to have worked 8 hours at the 11 hour spread cap per section 114.01.03. Work beyond the 11 hour spread cap will then be paid at overtime rates i.e., attract a premium of ½ times their regular hourly rates per Schedule A. It is specifically noted that report and travel time are not included in the 11 hour spread cap
- **Section 113 – Add:**

A new sub section Pay for Employees appointed to Committees  
“Employees other than union representatives appointed to the following committees and task groups will be paid Schedule A rates without premiums for time spent in scheduled committee meetings whether or not such time represents payment for lost wages

  - Wellness Committee
  - Diversity Committee
  - Schedule Planning Committee (with related changes to section 114)
  - Task Group- New Facility
  - Garage Coordinating Committee
  - Accident Review Committee
  - Bus Ball Committee
  - Dispatcher and Inspector Focus Groups
  - And other Committees and task groups as mutually agreed between the Parties?
- **Section 114.04:**

Scheduling Planning Committee to be moved to Part II of the Collective Agreement, new section 218
- **Section 114.04.07 – Revise:**

Training on Trapeze- “The employer agrees to provide training to a maximum of once every 5 years. Should the employee so trained become no longer a bargaining unit employee, the employer will provide training for a replacement even if within the 5 year window. The employer will use reasonable efforts to make available access to the Trapeze program to the employee so trained, upon reasonable advanced notification by the union.”

- **Section 115 – Revise:**  
Statutory Holidays to reflect 10 stats
- **Section 115.05 Statutory Holidays - Revise**  
A Relief Operator, not scheduled for work on any Statutory Holiday, shall not be disqualified from receiving Statutory Holiday pay as a result of reporting late at the relief point on either the scheduled work day before or (not and) scheduled work day after the Statutory Holiday provided he/she contacts the Dispatch Office in person or by phone within 1 hour of start of original scheduled time. In this case, the timeframes provide for in section 206.02.04 are extended to 1 hour.
- **Section 117.11.01 Vacation Reduction – Revise:**  
Reword to “previous year for periods of 60 paid (work) days or less”
- **Section 117. 11 – Revise:**  
to reflect 10 stats

- **Section 119.03 Change off Requests - New**

When a change-off is requested the following procedures will be followed:

1. Change-offs will be coordinated through the actions of inspectors, dispatchers and maintenance staff;
2. Requests for Change-off- When an Operator requests a change-off through Dispatch,
  - a) the Dispatcher will confirm with the Operator that the defect impacts the safe operation of the bus or, if it does not, encourage the Operator to keep that bus in service;
  - b) if the request for change-off continues despite the defect not impacting safe operation, except as noted in
  - c) below, the request will be reviewed with the mobile mechanic to determine if the defect can be corrected by him;
  - c) if the request for change-off relates to medical reasons, the change-off will be requested through Dispatch and provided, noting that Operators are expected to comply with established procedures regarding bus restrictions.
3. Carrying Out Change-offs- When a change-off is necessary per the foregoing, the change-off will be made by Plant and Equipment personnel except if, in the opinion of the duty Plant and Equipment Manager or Relief Supervisor, all available Plant and Equipment employees are engaged in meaningful work that makes them unavailable. In cases where it is determined that a Plant and Equipment employee will not perform the change-off:
  - a) a report will be provided to the Director of Plant and Equipment explaining the details of the action, to be completed by the duty Plant and Equipment manager or Relief Supervisor. The Director will send a copy of that report to the Union;
  - b) Dispatch will arrange if possible for replacement with another bus coming to the garage or a tripper bus,
  - c) if it is not possible to arrange a replacement bus per b), a Spareboard Operator may be requested to complete the change-off;
  - d) in case of steps b) or c) above, Dispatch will advise the Operator on the nature of the bus defect prior to the change-off being completed , noting that the change-off by the operator will be on a voluntary basis.

- **Section 133.02 Union President – Revise:**  
In the event of a Full Time President, delete current wording in Section 133.02 and add “Earnings-related employer contributions to pension shall be based on a 40 hour week maximum of the highest hourly rate provided in Schedule A. Employer will provide vacation pay in accordance with the Collective Agreement and President’s service with no vacation reduction for union book-off.”

- **Section 137.01 Posting Vacancies - Revise**

Add " Where reasonable, the employer may post concurrently to reduce the vacancy period."

- **Section 203.04 Sign ups – Revise**

One or two weeks

- **Section 203.14 - Revise**

"In the event of sickness or other cause of absence of a signed run Operator and it is established that he/she will be absent for the balance of the sign-up, the run will be offered on the basis of seniority to Operators who signed Signed Spareboard assignments or Spareboard positions. If the run being filled is a day run, the run will be offered beginning with the Day Preference Spareboard Operator with the highest seniority who did not have an opportunity to sign the open run at sign-up. If the run being filled is a night run, the run will be offered beginning with the Night Preference Spareboard Operator with the highest seniority who did not have an opportunity to sign the open run at sign-up."

- **Section 206.02.04 Relief Operators Reporting Late - Revise**

"All relief Operators reporting late at or projected to be late at the relief point to a maximum of 30 minutes will work the balance of that shift. All Relief Operators reporting over 30 minutes late to the relief point will be subject to Dispatchers orders for that day."

- **Section 206.02.05 - Revise**

"Operators who have slept in and/or missed assignments who are required to report and fail to do so by the required time or who are under Dispatchers orders and failure to follow orders are subject to disciplinary action. "

Delete reference elsewhere in 206.02 to disciplinary action .

- **Section 211 – UNIFORMS - Revise**

211.01.01 Sections 211.01.02 to 211.03.03 will take effect for the first eligible uniform order after ratification.

211.01.02 The Commission shall pay the full cost of uniforms for Operators, Dispatchers, Ticket Clerks and Inspectors. The uniform allowance shall consist of the value of the base uniform issue (calculated at a 24 month value) as described in Tables 1 a) or 2 a). Employees may mix and match both base items and optional items provided that the total value of the uniform allowance is not exceeded. Effective November 1 2009, included in the base amount is a value of \$160.00 for shoes/boots

211.01.03 Shoe Boot Provisions for Operators, Dispatchers, Ticket Clerks, and Inspectors. The shoe/boot is a required part of the uniform and is to be treated as such; noting the shoe/boot requirements are to be determined by the Commission after consultation with the Uniform Committee, and effective December 1 2009 include a requirement for non-slip soles. Employees will make an election prior to their clothing issue between the following choices:

a) Shoe/ Boot allowance- an employee selecting this option may choose either \$150.00 or \$200.00 allowance. The amount selected will be paid through the payroll system, and deducted from the base value available for clothing selection/issue. Employees selecting this option must purchase shoes/boots conforming to the Commission's requirements.

b) Shoe Boot included in clothing issue. In the case of this option, the employee will first select the shoes and/or boots from the Commission's authorized supplier. The cost of the selected items will be deducted from the base value to provide the net amount available to the employee for the balance of the clothing selection/issue.

With respect to the employees' first clothing issue after ratification only, employees may elect to have their option (either shoe/boot allowance or shoe/boot selection included in the clothing issue) in advance of their normal clothing issue date.

211.01.04 All items of clothing will remain the property of the Commission. The employer may require that any employee leaving the employment of the Commission return items of clothing.

211.01.05 All Operations Employees must be neat and clean, and when working must be in full uniform, able to pass inspection at all times. All Operations Employees shall be governed entirely by the orders of the Director of Transportation & Planning as to what constitutes full uniform seasonally.

211.01.06 All employees are permitted to select approved uniform/clothing items to a value in excess of their approved uniform/clothing allowance up to a maximum of \$20 upon ordering. The excess order will be paid by the employee through the direct payroll deduction.

Employees who have unused entitlement for clothing may request that the value of the unused entitlement be added to their next shoe/boot allowance.

211.02.01 Uniforms for Operators, Dispatchers and Ticket Clerks will consist of the following as set below:

<b>Table 1 a)- items included in Base</b>		
<b>Item</b>	<b>Quantity</b>	<b>Frequency (From date of last issue)</b>
Jacket	1	24 months
Trousers/shorts	4	24 months
Shirts	9	24 months
Ties	3	24 months
Belt	1	24 months
Sleeveless fleece vest	1	24 months
Caps	1 (uniform cap), or 2 baseball caps and 1 toque	24 months
Shoes/Boots (value of \$160.00)		24 months

<b>Table 1 b)- Items not included in Base</b>		
<b>Item</b>	<b>Quantity</b>	<b>Frequency (From date of last issue)</b>
Winter Parka	1	60 months- as requested
Top coat (trench coat)	1	60 months- as requested

211.03.01 Uniforms for Inspectors will consist of the following as set out in table 2.

2a) The “base” amount for Inspectors, for items issued on 36 month basis, will be pro-rata i.e. 2/3 the value for 36 month issue.

Item	Quantity	Frequency (From date of last issue)
Blazer	1	36 months
Shirts	9	24 months
Ties	3	24 months
Belt	1	24 months
Winter weight jacket	1	36 months
Summer weight jacket	1	36 months
Winter weight trousers	3	36 months
Summer weight trousers/shorts	3	36 months
Caps	1 (uniform cap), or 2 baseball caps and 1 toque	24 months
Thermal-insulated high-rise pants, parka, and hood	1 of each	36 months/ 60 months for relief inspectors
Turtleneck sweater	2	36 months/ 60 months for relief inspectors
Raincoat	1	36 months

2b)

Winter fur cap	1	60 months
----------------	---	-----------

211.03.02 The Commission will pay the cost of dry cleaning Inspectors' winter uniforms once each month during the months of November to March inclusive so long as the present type of winter uniform is continued. The Commission will pay the actual cost of dry cleaning inspectors' winter parkas once a year to a maximum of (\$30.00) thirty dollars.

211.03.03 The Commission will reimburse all Inspectors up to a maximum of \$50.00 every 2 years for the purchase of gloves and heavy underwear. Submission of proof of purchase will be required to qualify for reimbursement.

- **Section 217.06 - Add:**  
REP Operators service seniority will be recognized within the REP classification
- **Section 308.01 – Revise:**  
to provide for posting of vacancies in Bench Positions
- **Section 309.01 – Revise:**  
Apprentices Holiday- Apprentice will have the option of 8 hours pay at straight time or a lieu day taken after his/her school season has ended.
- **Schedule A : New footnote:**  
Note: A rate higher than the established starting rate for new hires in specific cases may be paid by mutual agreement of the employer and union (not published in the Collective Agreement). “In the recruiting process, on occasion candidates may be identified who possess a significantly higher than normal level of related skills, and for whom the established start rates would otherwise present a barrier to hiring. In these cases, either the 93% or the 96% rate will be considered.”  
The rate paid at hiring does not affect the employee’s probationary period.

- **Enclosure #1 – Revise:**

Update Enclosure #1 Overtime and Work Assignment Procedures to reflect agreements reached during the life of the 2006-2009 Collective Agreement. Further amend Enclosure 1, section 2 b) re REP's Section 2 b (cont'd) ...

8. R.E.P. Operators may only be scheduled to work up to a maximum of 56 projected hours for a pay period. R.E.P. Operators are regularly booked at least 1 day in advance and actual hours of work are not completely known at the time of booking. Except in circumstances noted in 9 below, should an REP be scheduled and work in excess of 56 hours, a payment equal to the number of hours in excess of 56 hours times ½ times the Schedule A rate for operators will automatically be made to the Union

9. It will be an acceptable practice to permit REP's to work up to 57 hours in a pay period and/or up to 9 hours in a day when the cause is late off due to unforeseen circumstances such as weather conditions, mechanical problems with equipment or customer service needs. Should an REP work beyond the 57 hour amount and/or

9 hour amount noted for any reason, a) a payment equal to the number of hours in excess of the 57 hour and/or 9 hours times ½ times the Schedule A rate for operators will automatically be made to the Union and b) a review of the reasons for the overage will be conducted and sent to the Union.

10. The Union will be provided with the hours for the pay period for R.E.P. Operators as well as a copy of the daily R.E.P. work assignment list.

11. There is no obligation to assign further work in a pay period to an REP operator who is projected to work a minimum of 52 hours.

Scenarios

1. When the Dispatch Supervisor is scheduling to offer work to an R.E.P. Operator usually 2 days in advance, the projected hours to be worked up to a specific day of work plus the projected hours for that day of work being scheduled can not exceed 56 hours.

2. An R.E.P. Operator may have work taken away after it has been assigned should audited payroll hours and projected hours exceed 56 hours. This will only be done for a future day of work. Taking work away in this manner creates no liability on the employer's behalf.

- Modify Enclosure 1 table page 3 new row attendance at meetings for committees identified in new subsection of section 113.:

*Considered work time? No; Part of 24 hour rest? Yes; Part of 60 hour per week cap no*

- **Enclosure 2: Workplace Investigations – Revise:**

Complaints Alleging Serious Breaches of Policy

The Parties will use reasonable efforts to expedite the investigation of serious Human Rights and Mutual Respect complaints (re the latter, particularly those which may also entail a breach of the Violence in the Workplace policy). Should the investigators mutually decide that it is necessary to book off transportation employees who will be interviewed off their work to expedite the investigation, arrangements will be made to do so.

Further, Modify Enclosure #2 re Workplace Investigations to provide that the employer continues to pay for the lost wages for trainees up to a maximum of 5 participants from the union for 3 hours each, once every three years. Delete redundant language - re: program development. Where a bargaining unit employee issued as a trainer for this purpose, including situations where a manager(s) is being trained, the trainer will be paid by the employer in accordance with section 113.06.01

- **Enclosure 11A: – Add:**

In particular, pay for H&S Committee members would continue to follow the existing language

- **Enclosure 11B: – Move:**

Section B: Movement of Lieu Days for Eligible Statutory Holidays - move into the Collective Agreement proper

- **Enclosure 21: – Move:**

Banked Time for P&E employees - Move to Collective Agreement proper

o **Enclosure – New:**

New Enclosure: Re Lieu Day for Statutory Holiday During Vacation Week (Operators) to follow current practice:

1. Signing of lieu days would not apply for Christmas Day, Boxing Day and New Year's Day Statutory Holidays.
2. Signing of lieu days will take place at each signup for the Statutory Holidays contained in the signup period. However, should a Statutory Holiday fall during the last week of a sign up, no employee may sign a lieu day during the first week of the subsequent signup.
3. The dates available to be taken as lieu days will be those days before and after the week containing the Statutory Holiday that have not been signed either as a Floater Holiday or a single day vacation. Each Operations group will its own list of dates.
4. Operations employees on vacation during a week which contains a Statutory Holiday will choose to take a lieu day, in seniority order, from the list of available dates. Based on the employee's schedule, the employee may sign for the last scheduled work day before the week of vacation if the day is open or the first scheduled day after the week of vacation if the day is open.
5. Payment for the lieu day will be 8 hours Statutory Holiday pay. This also applies for 10 hour employees.
6. Operators choosing to be Vacation Relief Operators for the signup are ineligible to sign for lieu days at the signup. However, when they know their work before and/or after the week of vacation containing the Statutory Holiday, they may take a lieu day based on the open dates and their work schedule.
7. Relief Dispatchers, Inspectors and Ticket Clerks will sign for lieu days with Operators.
8. Should an employee move vacation from the week containing the Statutory Holiday, the lieu day is revoked.
9. The employer will create one "space" to be offered on the possible last scheduled work days before a week of vacation containing the Statutory Holiday (Thursday, Friday, or Saturday) and one space on the possible first scheduled work days after the week of vacation containing the Statutory Holiday (Sunday, Monday, Tuesday or Wednesday). If there is space in the floater holiday list or single day vacation list on any of these days, that "space" becomes another option for a lieu day.
10. In those cases where an employee has consecutive weeks of vacation and one of those weeks contains a Statutory Holiday, the same principle applies as to which days the employee is eligible to take; however, a lieu day can only be taken outside of the seven days listed in 9 above if there is "space" in the floater holiday list or the single day vacation list

o **Enclosure – New:**

Letter of Understanding- Pandemic Event Contingency Sign Up

Provides that a special contingency sign up based on modified levels of service and needs will be held, as required, and the sign -up will be enacted in the event of a declared "Avian Flu" Pandemic or other pandemics identified as Level II under London Transit's emergency plan (note: Level II is not related to the Work Health Organization on pandemic hierarchy). It is noted that no such special contingency is expected to be required for the H1N1 pandemic.

While service is at the level identified in the plan under Level II, no employee shall be laid off as the result of the related reduction in service. The terms of the collective agreement regarding work guarantees continue to apply. Should the Commission discontinue service, the terms of the Collective Agreement shall apply i.e., the work guarantees and no-layoff provisions noted above would no longer apply.

Such a sign up will be treated as a special sign-up under section 203.05. The special sign-up will provide for signing the service sign-up as provided for in the London Transit emergency plan for a level II pandemic.

During a Pandemic sign-up, when assigning work to Spareboard Operators, Night Preference Spareboard Operators will be assigned in reverse seniority order (i.e. beginning with the junior Night Preference Spareboard Operator) Day Preference Operators will be assigned in reverse seniority order (i.e.

beginning with the junior Day Preference Spareboard Operator). The intent is that, should there be more Spareboard Operators than work assignments, the senior Operators may not have work assigned to them.

○ **Enclosure – New:**

Enclosure re 10 Hour shifts

Current level of 10 hour shifts for other than relief supervisors for Plant and Equipment will be maintained during the duration of the collective agreement, subject to the terms of the enclosure regarding the new facility

○ **Enclosure – New:**

Enclosure re New Facility :

A Task Group will be established to consider and make recommendations to the General Manager through Union Management Committee concerning the impacts on working conditions for employees resulting from the new satellite facility. It is recognized that any changes which require a change to the terms of the Collective Agreement must be mutually agreed.

The task group shall be comprised of up to three union employees, a representative of the Executive Board and up to four managers. Terms of reference consistent with usual terms for task groups shall be developed. From time to time it may be necessary for this task group to meet with the Garage Coordinating Committee.

○ **Enclosure – New:**

Enclosure re Wellness Program

The Parties discussed the benefit of an enhanced Wellness program (including the potential to reduce employee injury and sickness) during the current round of bargaining. The Parties agree in principle to, through the OHS Committee, instituting a Wellness program with the following elements:

- Participation by employees is voluntary but encouraged;
- A program similar to that offered by Foothills Health Centre

The Wellness Committee will be continued during the duration of this Collective Agreement. Composition of the Committee will be three appointees of the Union and three appointees of the employer. The Wellness Committee will report to the OHS Committee. The Wellness Committee will oversee and monitor progress of the program including changes noted above.

○ **Enclosure – New:**

Enclosure re Employee Assistance

The Parties agree to complete the current review and analysis of the Employee Assistance Program (EAP) looking at a number of issues related to the program. These issues include:

- Ability of employees to have choice as to gender of the peer EAP representative they confide in;
- Effectiveness of the current program;
- Oversight of the program;
  - Relationship between peer EAP representatives, EAP service provider and community agencies which provide counseling and assistive services;
  - Indicators of progress of the program.

Recommendations of the Task Group will be dealt with by the Union Management Committee through its normal procedures.

○ **Enclosure – New:**

Enclosure re Human Rights, Mutual Respect and Harassment

The Parties recognize one another's policies on these matters. Specifically, the Commission has adopted both a Human Rights and a Mutual Respect Policy. ATU Canadian Council has adopted a policy on No Harassment. ATU Local 741 has adopted a Harassment Policy Statement (bylaw). These documents represent the intention of the Parties with a goal in each case of preventing harassment and discrimination in the workplace. Each of the three policies has a related procedure for dealing with allegations of violations. These procedures will be carried out in a way that reflects

the Parties' commitment to achieve the noted goal. The Parties will display the policies on their respective bulletin boards and in communication to employees (including managers)/ union members.

On at least an annual basis through Union Management Committee, the Parties will review the previous year's experience relating to harassment/discrimination investigations and outcomes and consider any opportunities to further the goal of the policies, including as applicable but not limited to training programs, investigation procedures, communication with the workforce, etc.. The Parties commit to updating their respective policies and procedures on a timely basis as may be required as the result of legislative change. Specifically in that respect, the impact of Bill 168 amending the Occupational Health and Safety Act will be assessed when it is promulgated.

o **Enclosure – New:**

Enclosure Re: Clarification on Work Performed on Licensed Non Revenue Vehicles

To assist in establishing guidelines for what work is completed in house on licensed non revenue vehicles the following list is provided. This list is not meant to be comprehensive or absolute. All work not listed would be completed by out side resources.

In House Work (excludes all warranty or partial warranty or "policy" warranty considerations)

1. Engine oil changes (the exception may be for transmissions)
2. Chassis lubrication (where applicable)
3. Diagnostics except that which requires special tooling that London Transit does not already own.
4. Minor wiring or electrical repairs except that which requires special tooling that London Transit does not already own.
5. Replacement of light bulbs, light covers, windshield wipers, oil and air filters, plugs and wiring providing no additional special equipment or training is required.
6. Brake relines
7. Limited steering and suspension work that does not require special tools that London Transit does not already own.

An assessment of the work required would first take place with a technician and P& E Management. The Union (Maintenance Rep or President) would be advised prior to the work being outsourced.

8. Where non-revenue vehicles are damaged to a significant extent (i.e preliminary estimate of at least \$ 4,000 2009 baseline), both the body shop and a mechanic will be asked to estimate the repairs and comment on doing the repairs in-house. At management's discretion, a local repair shop will also be asked to quote. If the preliminary decision is reached by management to do the work outside, the union will be advised in advance in order that the union can discuss with the body shop and the mechanic, and if the union wishes to discuss the matter further an opportunity to do so will be provided prior to sending the vehicle out.

**Enclosure – New:**

Enclosure re Show-up Position Trial

Effective with the first full signup after ratification, the Parties agree to the following changes on a 12 month (5 signups) trial basis.

1. Designate two 10 hour Showup Operators with the result on all Showup positions being:
  - i) One 10 hour Showup with Sunday, Monday & Tuesday off.
  - ii) One 10 hour Showup with Friday, Saturday & Sunday off.
  - iii) Two 8 hour Showup with Saturday & Sunday off. (One position for Summer Signup)
  - iv) Spareboard Operators will fill open Spareboard positions to maintain the existing coverage on Monday, Tuesday, Friday and Saturday (2).
2. 10 hour Showup Operators must work up to 10 hours exclusive of Guarantee Makeup. This means that the combination of Showup, Report Allowance & Platform Time can not exceed 10 hours. (Example- After 15 minutes of Showup, a 10 hour run with combined Report Allowance and Platform Time totaling 9 hours and 40 minutes comes open. The combination totals 9 hours 55 minutes including Showup so the Showup Operator is required to do the work. The pay would be .

25 hours Showup, 10 hours for the run and .25 hours overtime premium.

3. 8 hour Showup Operators must work up to 8.5 hours, as is the case with other Spareboard Operators. This means that the combination of Showup, Report Allowance & Platform Time can not exceed 8 hours and 30 minutes. (Example- After 15 minutes of Showup, an 8.25 hour run with combined Report Allowance and Platform Time totaling 8 hours and 12 minutes comes open. The combination totals 8 hours 27 minutes so the Showup Operator is required to do the work. The pay would be .25 hours Showup, 8.25 hours for the run and .50 hours overtime premium.

4. The two ten hour Showup positions would count towards the total number of 10 hour runs.

As the trial progresses, statistical information will be shared with the Scheduling/Planning Committee. The trial may also identify issues relating to differences in assigning work to 8 hour and 10 hour Showup Operators. Any issues will also be brought forward to the Scheduling/Planning Committee.

At the end of the fourth signup of the trial, the Scheduling/Planning will assess the impacts of the trial and forward a report with recommendations to the Union/Management Committee for its review.

It is agreed by the parties that there will be one sign up for both LTC properties.

o **Enclosure – New:**

Enclosure re Dispatcher, Inspector and Ticket Clerk Classifications.

Whereas the Employer commissioned a consultant's report regarding functions currently performed by Dispatchers, and:

Whereas the report includes a number of recommendations which will be considered over a period of time,

some of which may impact on terms and conditions under the Collective Agreement including duties of various classifications, and;

Whereas the Parties are desirous of establishing a process whereby they can review, consider and as necessary agree to any changes to the Collective Agreement which may be necessary to implement changes,

Therefore the Parties agree to the following:

1) The employer will advise the Union through the Union Management Committee of the status of implementation of changes arising from the consultant's report;

2) Where it is agreed that to implement a change would require a change to existing terms or conditions of the Collective Agreement, and only in that case, a subcommittee of the UMC will be established to discuss and make recommendations concerning the necessary changes to the Collective Agreement;

3) Any changes agreed to through the Union Management Committee will follow that Committee's normal processes including approval processes.

o **Enclosure – New:**

Enclosure re Signing Work Greater than 7.25 hours

Effective with the first full sign-up after ratification, the Parties agree to the following changes on a 12 month / 5 sign up) trial basis. Work greater than 7.25 hours (paying a minimum of 7.5 hours) will be signed:

A) The value of the X run would show without Guarantee Makeup so that if another Operator (i.e. REP or Overtime) works the assignment then they are paid for the work only.

B) The process for signing the Saturday X Runs > 7.25 hours would occur at signup and those Spare Operators who would be allowed to sign would only be those whose scheduled days of work always include Saturday. (Spareboard Operators in rotating days off groups would not be allowed to sign.)

C) The Saturday X Runs would not count towards the restrictions on split runs.

D) For the trial the number of Saturday/Sunday off Spareboard positions is capped at 9.

As the trial progresses, statistical information will be shared with the Scheduling/Planning Committee. Any issues will also be brought forward to the Scheduling/Planning Committee.

At the end of the fourth signup of the trial, the Scheduling/Planning will assess the impacts of the trial and forward a report with recommendations to the Union/Management Committee for its review.

**Agreements Not to Be Incorporated Into Collective Agreement:**

- a) New: Commission to provide updated summary benefit booklet 3 months after ratification
- b) Update the Human Resources brochures to reflect the ability of employees to contribute to OMERS until age 71