

COLLECTIVE AGREEMENT

between

ALSTOM TRANSPORT CANADA INC.

(the “Employer”)

and

THE AMALGAMATED TRANSIT UNION, LOCAL 279

(the “Union”)



1st day of May 2021 to 30th day of April 2026

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ARTICLE 1 - PREAMBLE AND RECOGNITION

- 1.1 It is the intent and purpose of this Collective Agreement to promote and improve the working and economic relationship between Alstom Transport Canada Inc. (“Alstom”) and its employees, and to set forth the basic agreement respecting hours of work, rate of wages and other conditions of employment to be observed by the Parties hereto.
- 1.2 Alstom recognizes the Amalgamated Transit Union ATU 279 for the two following bargaining units:
- (a) as the sole and exclusive bargaining agent for a bargaining unit comprised of any and all employees of Alstom Transport Canada Inc. working in the City of Ottawa engaged in light rail transit vehicle maintenance, as limited to the custodial maintenance, preventive maintenance and corrective maintenance as well as emergency work related to the recovery of a failed or derailed unit on the Confederation line:
 - i) custodial maintenance for the light rail vehicles meaning the maintenance required to maintain the cleanliness, health, safety and appearance of the light rail transit vehicles;
 - ii) preventative maintenance for the light rail vehicles meaning the repair or maintenance that is required at scheduled intervals to maintain the light rail transit vehicles at a constant level of performance and to ensure that the light rail transit vehicles are in good operating condition. To the greatest possible extent, repair involves replacement of line-replaceable unit but does not involve major preventative maintenance requiring specific out of shop expertise;
 - iii) corrective maintenance for the light rail vehicles meaning the repair or replacement of failed components of light rail transit vehicles or the repair or replacement of any portion of the light rail transit vehicle to restore to normal operating condition. To the greatest possible extent, repair involves replacement of line-replaceable units but does not involve major corrective maintenance requiring specific out of shop expertise;
 - iv) excluding managers, supervisors and persons above the rank of supervisors and clerical staff.
 - (b) as the sole and exclusive bargaining agent for a bargaining unit comprised of all employees of the Infrastructure Maintenance Department of Alstom Transport Canada Inc. working in the City of Ottawa including but not limited to Guideway Technicians, Power Technicians as well as Signal and Communications Technicians and Lead Hands but excluding Managers, persons above the rank of Manager, the Heavy equipment and Fleet Coordinator, the Infrastructure Planner, the Maintenance Operation Supervisor and clerical staff.

- 1.3 In order to maintain good relations and in the interest of both Parties, Alstom and the Authorized Representative of the Union agree to meet during the period of the Collective Agreement to discuss and settle questions arising out of the interpretation of this Collective Agreement or circumstances unforeseen at the time of negotiations pertaining to the Collective Agreement.
- 1.4 The Union shall furnish Alstom with a list of its officers and shall notify Alstom promptly of any changes.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union acknowledges and agrees that Alstom has all the normal and usual rights in running its business in accordance with its commitments and responsibilities according to the following:
 - (a) Maintain order, to hire, to discharge, to discipline, suspend, promote, demote, transfer, determine the number of employees, qualifications required, location of operations, methods and processes of operation, equipment, scheduling the work to be performed, provide direction to the workforce, determine the hours of operation, assign the work to employees and to establish and require employees to observe Alstom rules and regulations.
 - (b) Generally to manage its business in all respects in accordance with its obligations, subject to the provisions of this Collective Agreement.

ARTICLE 3 - CONTRACTING OUT

- 3.1 There will be no contracting out during the term of this Collective Agreement if such contracting out would result directly in the lay-off or reduction of hours of any bargaining unit incumbent of the work contracted out.
- 3.2 Alstom agrees that when it is necessary for a contractor to perform the duties normally assigned by Alstom to bargaining unit members, such as warranty work, an ATU member must be assigned to oversee all repairs being performed in that classification of work.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 Alstom agrees that, save and except any bona fide occupational requirements, there shall be no discrimination against any employee by reason of a ground protected by the *Canada Human Rights Act* including but not limited to: race, age, sex (including pregnancy or childbirth), religion, national or ethnic origin, colour, sexual orientation, family or marital status, disability or convictions for which a pardon has been issued.

- 4.2 Alstom agrees to create a work environment governed by respect and regard for the rights and dignity of all, where employees can work free from harassment. In doing so, Alstom will apply the provisions of its Workplace Harassment policy and abide by the Canada Human Rights Act provisions.
- 4.3 No employee shall be discriminated against and jeopardized in seniority standing or opportunity from promotion or suffer any loss of employment because of membership or activity in the Union.

ARTICLE 5 - NO STRIKES, NO LOCKOUTS

- 5.1 The parties agree to co-operate fully in maintaining an efficient and uninterrupted operation and to further harmonious and rational labour relations.
- 5.2 During the term of this Collective Agreement the Union agrees that it will not call, authorize, encourage or support any strikes, slow downs, stoppages or other interference with the operation on the part of the members of the Bargaining Unit and Alstom agrees that there will be no lockout.
- 5.3 In the event that an unauthorized work stoppage or strike occurs, the Union will make immediate efforts to return the strikers to their respective jobs, and shall require the strikers to cease any action or activities that may affect the operations.

ARTICLE 6 - DEFINITIONS

- 6.1 Classification:

Means the types of positions occupied by employees. It is understood that positions may be amended from time to time. The current positions are: (i) Servicing and Cleaning Operator; (ii) Maintenance Vehicle Technician; (iii) Trouble-shooters Technicians (iv) Guideway Technicians; (v) Signal Communications Technicians; (vi) Power Technicians; (vii) Power Line Technicians.

- 6.2 Day:

A “day” means a calendar day.

- 6.3 Employee:

Employee shall mean a person employed by Alstom to perform duties in regard to Alstom’s services under the Confederation Line light rail maintenance contract between the Rideau Transit Group and the City of Ottawa and who is working in a position covered by this Collective Agreement.

- 6.4 Employer and Alstom:

Employer or Alstom shall mean Alstom Transport Canada.

6.5 Gender:

Whenever the masculine or feminine gender is used in this Collective Agreement it shall refer equally to all, singular or plural.

6.6 Parties:

Parties shall mean those defined as Alstom and Union.

6.7 President/Business Agent:

Means the elected officer of the Union who has responsibilities, as set out in the Local's by-laws.

6.8 Service:

Service shall mean the length of time from their last date of hire by Alstom.

6.9 Temporary employee:

An employee hired on a contract by a third party to address a specific needs and is expected to work for Alstom not on a permanent basis.

6.10 Time Computation:

In the Collective Agreement, when the parties refer to a number of days between two events, they shall be counted by excluding the day on which the first event happens and by including the day on which the second event happens, where the time for doing an act expires on a Saturday, Sunday or Paid Holiday (as defined in the collective agreement), the act may be done on the next working day.

6.11 Union:

Union shall mean the Amalgamated Transit Union, Local 279.

6.12 Union Representatives:

The Union shall furnish Alstom with a list of its officers and representatives, as well as notifying Alstom promptly of any changes.

6.13 Working Day:

For the purpose of the grievance procedure, a "working day" means Monday to Friday but does not include any Paid Holiday as defined in the collective agreement.

ARTICLE 7 - NEW HIRE AND PROBATIONARY PERIOD

- 7.1 After an employee has been hired by Alstom he shall be considered as on probation for a period of nine (9) continuous months worked. Alstom may, for reasonable cause and with written notification to the union, extend the probationary period for up to an additional three (3) continuous months worked.
- 7.2 Alstom will as part of the newly hired employee's orientation, introduce the employee to the Union Representative and schedule the employee during working hours, up two (2) hours with pay, with the Union for necessary union business and orientation with the Union. The Union shall cooperate with Alstom in scheduling employees at a time or times convenient to Alstom and the Union to minimize, to the extent possible, time away from work for both the employee and the Union Representative involved, including considering regrouping employees hired in the same period to participate in the same meeting.
- 7.3 During the probationary period, it is expressly understood by both parties that, an employee shall be considered as employed on a trial basis and Alstom may terminate the employment of a probationary employee, at its discretion, provided that in so doing Alstom does not act in bad faith or in a manner that is arbitrary or discriminatory.
- 7.4 Any person re-employed by Alstom after having separated from his employment for less than one (1) year shall not be subject to a new probationary period.
- 7.5 The orientation and training period of a new hire shall be for a maximum of six (6) weeks during which time Alstom may assign the employee to any shift. Further the training period may be extended depending on the nature of the position, with approval of the Union.
- 7.6 Upon successful completion of his orientation and training period, a new hire shifts will be assigned by Alstom until the next Booking process in accordance with article 10.1.

ARTICLE 8- SENIORITY

- 8.1 Master seniority for Employees who have successfully completed probation shall be defined as starting from the date of the most recent hire by Alstom and shall accumulate from such date.
- 8.2 Classification seniority for Employees who have successfully completed probation shall be defined as starting from the first day of work in a classification and shall accumulate from such date.
- 8.3 For the purpose of seniority, employees covered by this Collective Agreement shall form one (1) seniority group.

- 8.4 If two or more employees have the same date of hire, Alstom will organize drawing of lots in the presence of a Union representative and the impacted employees.
- 8.5 The master seniority list and seniority lists for each classification shall be posted on Alstom notice boards and given to the Union ten (10) days before each general bookings. The seniority lists shall show the date upon which each employee's service commenced with Alstom and the date upon which each employee's service commenced in their respective classification.
- 8.6 Any protests with regard to an employee's seniority standing must be submitted in writing by the Union within sixty (60) calendar days from the date seniority lists are posted. The Union must present proof of error, should the error be corrected, the corrected seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless agreed to in writing between Alstom and the Union.
- 8.7 An employee shall lose their seniority and be deemed to have quit his employment with Alstom in the following circumstances:
- (a) if he is discharged and is not reinstated;
 - (b) if he quits and/or resigns voluntarily;
 - (c) if, after being recalled to work, the employee fails to contact Alstom within (5) days and without providing a satisfactory reason;
 - (d) if, he is absent from work for a period of three (3) consecutive scheduled work days without notifying Alstom and without providing a satisfactory reason.
 - (e) if the employee after being laid-off is not recalled to work in his classification or has not accepted another position within the bargaining unit within twenty (24) months after been place on lay-off.

ARTICLE 9 - VACANCIES/JOB POSTINGS

- 9.1 Any vacant position or any new full-time position added to the establishment within the bargaining unit shall be posted on the appropriate bulletin boards, in a prominent place, for seven (7) days or such other period as the parties may agree and applications shall be received subject to the procedures which follow. In the event the posting is cancelled, the poster shall be so marked, dated and left on the bulletin boards for a further seven (7) days.
- 9.2 The notice posted by Alstom will set out the classification, rate of pay, general description and requirements of the vacancy, and the date such notice was posted.
- 9.3 An employee must have completed his probationary period to be eligible to apply for a vacancy.

- 9.4 Eligible employees interested in being considered for a vacancy shall submit an application on a job vacancy application form provided by Alstom and keep a copy of the completed form.
- 9.5 For the purpose of filling the vacancy, eligible employees must meet the job requirements of the position as stated in the job description. When two eligible employees are meeting the job requirements of the position, the employee with the most seniority shall be the awarded the position.
- 9.6 The employee selected by Alstom for the vacancy shall be subject to a one (1) month trial period during which Alstom may return the employee to his former classification, if the employee is not succeeding in the new position. The employee may also elect to return to his former position during the one (1) month trial period. If the employee returns or is returned to his former position, the filling of subsequent vacancies will be reversed.
- 9.7 The successful applicant shall not be entitled to bid for another vacancy for a period of four (4) months from the date of his successful application unless this requirement is waived by Alstom in its sole discretion.
- 9.8 Alstom specifically reserves the right to:
- (a) Fill the vacancy with a temporary employee during the job posting procedure;
 - (b) Fill the position previously held by the employee selected to fill the vacancy with a temporary employee during the trial period set out above; and
 - (c) Hire a new employee or transfer the most junior qualified employee in that classification to the vacancy if:
 - i) no applications are received from eligible employees within the seven (7) days period set out above; or
 - ii) the eligible employees who submitted an application within the seven (7) days period set out in above are not meeting the job requirements of the position.
 - (d) This Article does not restrict the right of Alstom of using a temporary employee to replace an employee on leave, vacation or otherwise absent.
- 9.9 In addition to article 9.8 d), Alstom specifically reserves the right to hire temporary help to do work when there is a lack of available time to perform the given tasks by present staff due to a specific requirement from the City of Ottawa, an unforeseen peak of activities or by an urgent and immediate situation requiring additional employees. In such circumstances, the available work will be first offered to all qualified and available employees on the recall list. Alstom will advise the Union before obtaining such additional workforce. Any need for additional employees will not exceed four (4) weeks. Any extension that may be required in addition to the for (4) weeks will be mutually

agreed to by both the union and the employer. The Union will accept any reasonable requests for extensions.

ARTICLE 10- BOOKING PROCESS

- 10.1 Bookings shall be prepared by Alstom and shall establish how many persons of various classifications are required on various shifts.
- (a) The booking shall specify each and every shift available within the bargaining unit.
 - (b) A General Booking of work shifts shall be conducted twice a year, additional bookings will be allowed in a Calendar year if a major change in service is required. In such circumstances, Alstom shall provide in writing an explanation to the Union. The booking sheets shall be provided to the Union at least three (3) weeks prior to when the booking will commence.
 - (c) Alstom agrees to meet with the Union in advance of each General Booking to review and discuss the shifts that it anticipates will be listed in the upcoming booking. Alstom agrees to consider in good faith any suggestions made by the Union over the course of such meetings.
 - (d) The booking sheets shall be posted within the workplace at least two (2) weeks prior to when the booking will commence.
 - (e) In accordance with article 8.5, Alstom will provide the Union with an updated master seniority list and an updated seniority list for each classification ten (10) days before the General bookings.
 - (f) General Bookings shall take place within the first week of March and within the first week of October. General Bookings shall become effective on the third Monday in April and on the third Monday in November.
 - (g) During the booking process, Employees will be required to fill out a booking preference sheet stating their choice of preferred shifts based on the booking sheets. Employees must be qualified for the position in order to select it during the booking process.
 - (h) Employees must return their booking preference sheet to the Management Official in charge of the booking and Union Officials prior to 8:00 A.M. on the day preceding the booking. Alstom, in the presence of a Union Official, will allocate shifts to employees in order of seniority based on their stated preferences. This booking shall be final and the results will be posted on the day after the booking.
 - (i) Alstom agrees to pay the cost of the wages for one Union official to attend the booking at the employee's appropriate rate of pay.

- (j) Minor changes in shifts may become necessary from time to time in order to maintain efficient operations. Alstom will notify the Union of such minor changes should the employee or employees agree to the change.
 - (k) Employees on LTD or WSIB will not be permitted to book unless the likely date of their return to work is known
- 10.2 Employees may be eligible to participate in two-way work exchanges up to six (6) times per calendar year. The Union and the Employer agree to develop posted shift substitution guidelines that shall govern such. Such shift exchange may be denied by Alstom based on operational requirements, but will not be unreasonably refused.

ARTICLE 11- REDUCTION AND RECALL TO WORK

- 11.1 In the instance of a reduction in the number of employees within a classification, Alstom will discuss such matters with the Union and take into consideration any proposals made on behalf of the employees.
- 11.2 When reducing the workforce within a classification, the last employee with the lowest seniority shall be the first to be laid off and the last to be recalled. A laid-off employee will be placed on the recall list and will have recall rights in his classification for maximum period of twenty-four (24) months.
- 11.3 A laid off employee shall be recalled to work in order of seniority when new positions are created or a vacancy occurs in their classification. It is the employee's responsibility to advise Alstom of any changes in their coordinates while they are on lay-off.
- 11.4 Alstom shall send notice of recall by registered mail to the last known address of the employee, a copy of this letter will be provided to the Union. An employee having been sent notice of recall shall contact the employer no later than five (5) days from the date the letter is received.
- 11.5 Any bargaining unit member, who is subject to layoff, shall, where positions are available and for the duration of the recall period, be given the opportunity to revert to a vacant position within the bargaining unit. The employee must have the qualifications to do the job and must meet the selection criteria established by Alstom for the vacant position. The exercising of this right by the employee shall be based on seniority. An employee obtaining such position shall be entitled to a standard training period. If the position is in a lower paying classification, the employee will maintain recall rights in his original classification in accordance with article 11.2.
- 11.6 The employee's rate of pay upon appointment to the vacant position will be as per the established rate of pay for the position contained at Schedule A of this collective agreement.

ARTICLE 12 - WAGES

- 12.1 The rates of pay shall be those set out in Schedule "A" of this Collective Agreement. The Parties acknowledge that Schedule "A" forms part of this Collective Agreement.
- 12.2 Alstom agrees to pay employees bi-weekly by way of direct deposit to the employee's bank account. The employee will receive a statement detailing the amount of the deposit and required deductions made from his pay.
- 12.3 If an error has been made in the calculation of an employee's pay, Alstom shall advise the employee of the difference in his pay and reimburse the employee as soon as possible.

ARTICLE 13 - UNION SECURITY

- 13.1 The Employer shall deduct from the pay cheques of all employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Union bi-weekly. "Normal dues" shall include special assessments levied by the Union. Following the negotiation of a new collective agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay-cheques and remitted to the Secretary-Treasurer of the Union.
- 13.2 Alstom will provide the Union with a quarterly report showing membership addresses. Alstom will also notify the Union by email of any status change of a member (i.e. retirement, resignation, termination, new hire or when a member is on leave for more than a month).

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.1 The hours of work for employees shall be as scheduled and shall regularly be of eight (8) or ten (10) hours per day and forty (40) hours per week.
- 14.2 An employee may agree to work up to two (2) hours of overtime to complete a job begun during his regular shift without the overtime being offered to other employees. The employee will be guaranteed a minimum of one (1) hour at overtime rates.
- 14.3 Overtime must be authorized in writing in advance of commencement of such overtime by the employee's supervisor or his designate. Authorized overtime shall mean work requested and properly authorized by Alstom, and shall not mean work by mutual arrangement between employees for their own convenience.
- 14.4 Overtime work shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed among the employees who qualified to perform the work. If two or more employees volunteer for the same overtime work, it will be allocated based on seniority. If employees do not volunteer to work overtime, Alstom will assign overtime to the most junior employee on site who is qualified to perform the required task.

- 14.5 All hours worked beyond regular hours of work must be documented on an overtime timesheet.
- 14.6 All hours of work by an employee beyond eight (8) hours (or ten (10) hours a day for employees on 10 hour shifts) or forty (40) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1.5) times an employee's regular hourly rate of pay.
- 14.7 An employee who works on his day off shall be paid at one and one-half (1½) times the basic job classification rate of the work performed.
- 14.8 Employees who work twelve (12) hours or more shall receive a meal allowance of ten dollars (\$10.00).
- 14.9 Employees who are working between 10:00 P.M. to 6:00 A.M. shall receive in addition to their job classification rate a night hours premium of one dollar and twenty-five (\$1.25) for each hour worked during this period of time.
- 14.10 There shall be no pyramiding of overtime or other premiums provided for in this Collective Agreement.

ARTICLE 15- BREAK PERIODS

- 15.1 Employees shall be allowed two (2) unpaid break periods of fifteen (15) minutes each in each normal shift. These breaks cannot be taken immediately at the beginning of a shift, immediately after the lunch break, immediately before the lunch break or at the end of a shift.
- 15.2 Employees shall be allowed thirty (30) minutes of paid lunch break per shift.

ARTICLE 16 - GENERAL STATUTORY HOLIDAYS

- 16.1 In this collective agreement, the following days shall be recognized as General Statutory Holidays:

New Year	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Remembrance Day
Canada Day	Boxing Day

Civic Holiday

Truth and
reconciliation

** Employees shall be entitled to an additional paid holiday should the Federal Government create an additional Statutory Holiday.

- 16.2 If, however, the celebration of one (1) or other of the above-mentioned holidays is determined by the Federal Government, the holidays will be observed on the date so determined. Requirements from the City of Ottawa will determine if a paid holiday is a reduced service day for the purpose of scheduling work or granting time off.
- 16.3 Holiday pay shall be equal to the amount the employee would have earned on the holiday, where such amount can be determined because the employee has regular hours; or eight (8) hours pay whichever is greater.
- 16.4 An employee who is required to work on a paid holiday listed, may bank one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment, or shall be paid for the day. Alstom shall attempt to accommodate an employee's request with respect to a day off or pay. If the employee requests a day in lieu, the employee must use the day in lieu within a period of twelve (12) months following the statutory holiday. If the employee has not used the day in lieu at the end of this period, the employer will pay the employee for that day.
- 16.5 If an employee works on any of the paid holidays listed, he shall receive one and one-half (1 ½) his normal hourly rate for all hours worked, in addition to the provisions of Article 16.5. This applies solely to the day of the holiday and not to a day designated in lieu.
- 16.6 If one (1) of the paid holidays falls on a non-working day (inclusive of scheduled vacation) of the employee, the employee may bank a day at eight (8) hours to be used at a later date or take his Holiday Pay.
- 16.7 Notwithstanding the above provisions, in respect of an employee who does not work on a holiday, such an employee shall not be entitled to receive pay for the holiday if the employee received sick leave, WSIB or LTD payments for the holiday.
- 16.8 Alstom will staff the minimal number of employees reasonably required on the statutory holiday to attend work. These employees shall be selected in accordance with seniority and should insufficient employees volunteer to work, reverse seniority will be exercised to force employees in. The above shall be performed per shift. The voluntary sheet shall be posted at least six (6) weeks in advance and employees being forced into work will be notified one (1) month prior to the holiday. Employees cannot be forced to work on their scheduled days off.
- 16.9 When an employee's work week is reduced by a Statutory Holiday that falls on the employee's regularly scheduled day of work, overtime will be calculated by the same reduction (as an example, employees working on eight (8) hours shifts will be reduced by eight (8) hours and overtime will be paid after thirty-two (32) hours that week; and

employees working on ten (10) hours shifts will be reduced by ten (10) hours and overtime will be paid after thirty (30) hours that week).

ARTICLE 17- VACATION TIME AND VACATION PAY

17.1 Employees shall accrue vacation time off and vacation pay on the following basis:

Years of Service	Vacation Time* (days)	Vacation Pay* (%)
Less than 2 years	10 days	4%
2 years but less than 10 years	15 days	6%
10 years but less than 20 years	20 days	8%
20 years but less than 30 years	25 days	10%
30 years and over	30 days	12%
Years of Service	Vacation Time (days)	Vacation Pay (%)

** Notwithstanding the entitlements provided within this article, no infrastructure employee who was employed by the Company as of October 19, 2023 will have their current vacation entitlement reduced. The employee's current vacation allotment shall remain in effect until such time that the employee reaches the next level of entitlement allowed within this article.*

17.2 Earnings shall, for the purpose of calculating vacation pay, accrue from the first (1st) day of May each calendar year to the thirtieth (30th) of April in each calendar year. Earnings shall only include any regular wages paid, premium paid, statutory holiday paid and overtime pay. Any severance or other gratuitous payments shall not be considered earnings. A statement of earnings will be provided to each employee. In their first year of employment, an employee's vacation time and vacation pay will be prorated during the reference year (May 1st to April 30th).

17.3 All employees must take their vacation in the vacation year. Application for vacation time off must be made by employees to Alstom during the March General Booking for the vacation booking period of the first week of May of the current calendar year to the last week of April of the following calendar year. Employees will be entitled to book available vacation time, based on their seniority.

17.4 Vacation time off will be scheduled by Alstom throughout the entire vacation year. Alstom in scheduling vacation time off must restrict the number of employees off work at any one time. Vacation will be scheduled by Alstom at times of reduced business activity and employees will be expected to take the vacation when scheduled. In any case, the employee's scheduled vacation shall be consistent with the employee's work schedule. A vacation week will be deemed to run from Monday to Sunday. Employees will be entitled to book available vacation time, based on their seniority.

- 17.5 Employees who do not apply for vacation at the time of vacation booking or have not scheduled all of their accrued vacation time, shall be required to take their vacation at a time or times scheduled by Alstom before April 30th of the year in which the vacation were accrued. Vacation pay will only be issued to the employee in the pay period ending immediately prior to the commencement of the scheduled vacation time off. In the case of the employee taking vacation at a time approved by Alstom but not scheduled at the vacation booking, Alstom will endeavour to have the vacation pay made as soon as reasonably possible.
- 17.6 In the case of Article 17.5 if two (2) or more employees requesting vacation time off at the same time, the employee with the greatest seniority will be given preference in the instance of Alstom not being able to grant the vacation time off for the period requested.
- 17.7 An employee whose employment is terminated for any reason shall be paid with his final pay any accrued but unused vacation pay.
- 17.8 It is understood that any employee who leaves Alstom of his own accord is expected to give two (2) weeks' notice to Alstom; failure to do so will result in the vacation being paid in the next pay period. An employee who is laid off by Alstom and an estimated date of recall is unknown, may request and receive any unused vacation pay earned.
- 17.9 Reinstatement of Vacation Leave Due to Disability

Alstom will consider reinstating vacation leave if an employee becomes seriously disabled while on vacation under the following conditions:

- (a) The employee must provide a medical certificate of a legally qualified medical practitioner justifying the application for vacation reinstatement. No consideration will be given for any time before the date the employee actually received professional medical attention.
- (b) The period of disability is at least five (5) consecutive days and covers at least one complete booked week of vacation immediately following the date the employee first received professional medical attention.
- (c) The disability must be of sufficient severity to significantly restrict alternate activities and impair any possible enjoyment of the vacation. The employee must provide Management with sufficient information to make this assessment.
- (d) The employee must notify their Manager at the commencement of the disability or in exceptional circumstances where this is not feasible, as soon as possible thereafter and apply for reinstatement of his vacation leave credits. No consideration will be given for any period of time prior to the application for reinstatement.
- (e) Reinstatement will be considered for full weeks of vacation as per the vacation selection process. No consideration will be given for partial weeks.

ARTICLE 18 - HEALTH AND WELFARE

- 18.1 Employees will become eligible to participate in Alstom's group benefit plan on the first day of the month following the completion of their probationary period. A summary of the benefits is provided at Schedule "B" of this Collective Agreement.

ARTICLE 19 - PENSION PLAN

- 19.1 Alstom and the employees shall make the required contributions, by payroll contributions, as set from time to time by OMERS. Participation in the Pension Plan is a condition of employment.

ARTICLE 20 - PERSONAL LEAVE

- 20.1 Employees are entitled to and shall be granted a leave of absence from employment of up to five (5) days in every calendar year for
- a) carrying out responsibilities related to the health or care of any of their family members;
 - b) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
 - c) addressing any urgent matter concerning themselves or their family members;
 - d) attending their citizenship ceremony under the *Citizenship Act*; and
 - e) for any other reason prescribed by the *Canada Labour Code's* regulation.
- 20.2 If the employee has completed three (3) consecutive months of continuous employment with the employer, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.
- 20.3 The leave of absence must be used by the employee in all honesty for reasons indicated at 20.1.
- 20.4 The leave of absence may be taken in one or more periods. Each period of leave may not be less than one day's duration.
- 20.5 The employer may, in writing and no later than 15 days after an employee's return to work, request that the employee provide documentation to support the reasons for the

leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 21- MEDICAL LEAVE

- 21.1 Employees are entitled to and shall be granted a medical leave of absence from employment of up to twenty-seven (27) weeks as a result of
- a) personal illness or injury;
 - b) organ or tissue donation;
 - c) medical appointments during working hours; or
 - d) quarantine.
- 21.2 Employees who have completed thirty (30) of continuous employment, are accruing one (1) day of medical leave of absence with pay for each month of service, up to a maximum of ten (10) days of medical leave of absence with pay in a calendar year.
- 21.3 Notwithstanding article 21.2, on January 1st of every year, Employees who after completing thirty (30) days of continuous employment with the Employer, will be credited with five (5) days of medical leave of absence with pay.
- 21.4 Notwithstanding article 21.2, on June 1st of every year, Employees who after completing thirty (30) days of continuous employment with the Employer, will be credited with five (5) additional days of medical leave of absence with pay.
- 21.5 The medical leave of absence with pay must be used by the employee in all honesty for reasons indicated at 21.1.
- 21.6 The employer may, in writing and no later than fifteen (15) days after the return to work of an employee who has taken a medical leave of absence of at least five (5) consecutive days, require the employee to provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their medical leave of absence.
- 21.7 If an employee intends to take a medical leave of absence, they must give written notice to the employer of the day on which the leave is to begin and the expected duration of the leave at least four (4) weeks before that day, unless there is a valid reason why that notice cannot be given, in which case the employee must provide the employer with written notice as soon as possible.
- 21.8 Each day of medical leave of absence with pay that an employee takes will be paid at their regular rate of wages for their normal hours of work, and that pay is for all purposes considered to be wages.

- 21.9 The medical leave of absence with pay may be taken in one or more periods. Each period of leave may not be less than one day's duration.
- 21.10 An employee calling-in sick or leaving during his scheduled shift will not be allowed to return to work on the same shift.
- 21.11 Employees will be allowed to carry-over unused medical leave of absence with pay into the following calendar year, to a maximum of five (5) days. An employee's bank may never be cashed out or exceed fifteen (15) days.
- 21.12 Employees hired after January 1st or July 1st, will be entitled to a pro-rated amount of medical leave of absence with pay after they have completed thirty (30) days of continuous service (based on the months remaining in the respective allocation period).
- 21.13 When an employee resigns or is terminated by the Employer, the Employer shall deduct from the employee's last pay, any amounts overpaid to the employee for medical leave of absence taken without having been accrued under article 21.2.

ARTICLE 22 - MATERNITY LEAVE

- 22.1 Employees who are pregnant and who have been employed with Alstom for at least thirteen (13) continuous weeks prior to the expected date of birth are entitled to take a leave of absence without pay.
- 22.2 Maternity leave will be granted in accordance with the Pregnancy Leave provisions of the *Canada Labour Code*.
- 22.3 The employee shall, wherever possible, give written notification to Alstom at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also provide Alstom with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.
- 22.4 An employee wishing to alter the commencement date of the maternity leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

ARTICLE 23 - PARENTAL LEAVE

- 23.1 Employees who have been employed with Alstom for at least thirteen (13) continuous weeks and who are the parent of a child following the birth of the child, the adoption of the child or the coming of the child into the employee's custody, care and control for the first time, will be granted parental leave in accordance with the provisions of the *Canada Labour Code*.

- 23.2 The employee shall, wherever possible, give written notification to Alstom at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- 23.3 If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to Alstom within two (2) weeks after commencing such leave.
- 23.4 An employee wishing to alter the commencement date of the leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 23.5 The leave of absence may only be taken during the fifty-two (52) week period beginning
- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - (b) in the case of an adoption, on the day the child comes into the actual care of the employee.
- 23.6 While on Maternity Leave and/or Parental Leave as provided under this section, an employee continues to earn vacation time credits and be entitled to continued coverage under all insured benefit plans if the employee continues to pay his share of the benefits plans costs during his leave. If the employee does not wish to continue contributions to the OMERS Pension Plan during the leave, the employee may opt out of that plan, as per the terms and conditions of the plan. Employees who elect to opt out of the Pension Plan during their leave may, following their return to work from Maternity/Parental leave, opt to purchase the aforementioned period and the Employer will pay its portion of contributions for the period specified. The window of availability for the employee to purchase this defined period shall be governed by OMERS.
- 23.7 The employee will continue to accumulate seniority while on Maternity Leave and/or Parental Leave as provided under this Section.

ARTICLE 24 - TEMPORARY ABSENCE

- 24.1 Alstom may grant an employee, upon written application, a leave of absence without pay. If such leave of absence is granted by the Alstom, it shall be confirmed in writing.
- 24.2 The employee shall, wherever possible, apply to Alstom at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- 24.3 Failure of the employee to return to work after such leave of absence has expired shall be sufficient cause for termination of employment.

ARTICLE 25 - BEREAVEMENT LEAVE

- 25.1 An employee shall be granted paid bereavement leave as follows:
- (a) Upon the death of a spouse, common-law spouse, child, father, mother, sister, brother, a maximum of five (5) consecutive scheduled work days up to and including the day after the funeral.
 - (b) Upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law a maximum of three (3) consecutive scheduled work days up to and including the day of the funeral.
 - (c) Upon the death of a grandparent (of either the employee or the employee's spouse or common-law spouse) grandchild, son-in-law, daughter-in-law, a maximum of two (2) consecutive scheduled work days up to and including the day of the funeral.

NOTE: In the event of the death of an immediate family member not covered above, the minimum set out in the *Canada Labour Code* and its regulations shall apply.

- 25.2 When bereavement occurs while the employee is on vacation, the vacation period shall be extended by the number of days of Bereavement Leave that the employee would have been granted had he been scheduled to be at work.
- 25.3 If the Bereavement Leave occurs on a general or designated holiday on which the employee was scheduled to work, the employee shall receive a normal day's pay for the holiday and a normal day's pay for the Bereavement Leave.

ARTICLE 26 - JURY AND WITNESS DUTY

- 26.1 Any employee called upon to serve on jury duty, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings he shall notify their supervisor at the earliest possible moment and submit a copy of the notice of jury duty selection or subpoena before being relieved from duty, unless there is insufficient time to do so. The employee shall be paid all regular wages or hours lost including any scheduled overtime hours less any amount received by way of fees for service on a jury or as a witness. Payments under this Section do not constitute work performed for any purpose, including the calculation of entitlement for overtime.
- 26.2 When an employee has been called for jury selection or subpoenaed as a witness, the employee is to have a clear nine (9) hours of rest before reporting to the Sheriff's office or the specified legal proceeding.
- 26.3 When an employee has been selected to serve on jury duty or subpoenaed as a witness on a scheduled work day and, as confirmed in writing by an appropriate authority, spends four (4) or more hours on such service, whether or not it falls outside the employee's

scheduled working hours, the employee shall be excused from reporting to work and shall receive payment in accordance with Article 25.1.

- 26.4 Payment shall be made to an employee who is subpoenaed to appear as a Crown witness on his own time only if the witness duty is job related.
- 26.5 When as a result of a job-related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be allowed to bank a lieu day of vacation to be taken at a time approved by Alstom.
- 26.6 Unless agreed to by an employee, employees will not be required during their vacation to be called as a witness by Alstom.

ARTICLE 27 - LEAVE FOR UNION ACTIVITIES

- 27.1 Employees who are members of a committee or officers of the Union or delegates may request to Alstom the necessary days leave of absence or temporary leave without pay to attend a convention of the Union. Such request may be denied by Alstom based on operational requirements, but will not be unreasonably refused.
- 27.2 Any employee elected to a full-time office or position in the Union or any other body with which the Union is affiliated, shall, upon written application, be granted leave of absence without pay and without loss of seniority for the duration of the period he is so acting. Upon retirement from said office, the employee shall be reinstated in his former employment and seniority, provided the employee is qualified, after having received the normal training required to fill such a position at the time of reinstatement.
- 27.3 Alstom will grant a leave of absence with pay to a maximum of two (2) employees, appointed by the Executive Board to represent the Union in formal collective bargaining meetings with the Employer for a maximum of five (5) days or a maximum of ten (10) days if the Union only requires one (1) employee. It is understood that a day is equivalent to eight (8) hours at straight time at the employee's rate of pay as of the date of the meeting(s). Attendance at an interest arbitration hearing will not be paid by Alstom. – Discipline.

ARTICLE 28 - DISCIPLINE

- 28.1 Without limiting management's right to discipline and discharge employees for just cause, an employee, who has completed the probationary period, will not be suspended or discharged until the employee has been afforded the opportunity to relate the employee's version of the events. This provision does not apply to an administrative suspension pending completion of an investigation that may lead to a suspension or discharge.

- 28.2 During a meeting where the subject matter could become part of an employee's disciplinary record or in the course of an investigation, an employee shall have the right to request that a Union representative be present, so long as a Union representative can be available within a reasonable period of time. Should an employee not request a union representative then the employee must sign a waiver form.
- 28.3 An employee at Alstom's direction, held for investigation or suspended pending completion of the investigation, shall be paid for any time lost. If no time is lost, the employee will be paid for actual time held at their appropriate rate of pay. In the case of an investigation, the participating union representative may not interfere with the investigation process other than the Union's right to represent and shall respect the confidentiality of any information obtained in the course of the investigation.
- 28.4 Alstom shall provide copies to the Union of any discipline issued to employees, including a copy of the note to file, recording a verbal warning.
- 28.5 An employee shall be notified in writing of all disciplinary records placed in his personnel file.
- 28.6 The discipline record of an employee shall not be considered beyond the previous two (2) years.
- 28.7 Discipline for violence, sexual harassment and/or sexual misconduct shall remain indefinitely in the employee's file.
- 28.8 Cameras shall not be used by Alstom for disciplinary purposes or to monitor employee productivity.

ARTICLE 29-GRIEVANCE PROCEDURE

29.1 Complaint Stage

Alstom and the Union agree that it is in the best interests of both Parties and the employees that grievances be adjusted promptly. Before a complaint becomes a grievance, the affected employee must discuss the complaint with the authorized supervisor. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps.

29.2 Step One

After completing the complaint stage provided at article 28.1, the employee / Union may file a grievance in writing and submit to the Vehicle Manager within ten (10) working days of the employee's knowledge of the circumstances giving rise to the grievance. The Vehicle Manager or designate will arrange to meet with the grievor and his Union representative within ten (10) working days of receipt of the grievance and shall reply in writing within ten (10) working days of such meeting. The Vehicle Manager or designate will share all relevant information that led to the grievance.

29.3 Step Two

Failing satisfactory resolution during Step One, the Union may submit the grievance in writing to Unit Director within ten (10) working days following receipt of the reply at Step One. The Unit Director or designate shall arrange to meet with the grievor and their Union representative within ten (10) working days of receipt of the grievance at Step Two and shall reply in writing within ten (10) working days of such meeting.

29.4 Referral to Arbitration

Failing satisfactory resolution during Step Two, the Union may submit the grievance to arbitration within thirty (30) days following receipt of the reply at Step Two.

29.5 Dismissal

In the case where the grievance deals with a termination, Step One is waived and the grievances proceed directly to Step Two.

29.6 Employer Grievance

Any grievance submitted by Alstom will be filed by submitting it in writing to the President Business Agent within the ten (10) working days following knowledge of the facts giving rise to the grievance. The President/Business Agent or his designate will schedule a meeting between the Union and Alstom within ten (10) working days of the filing of the grievance. The President/Business Agent shall reply to the grievance within ten (10) working days following the conclusion of the meeting.

In the case of an answer unsatisfactory to Alstom, Alstom may submit the grievance to arbitration within the thirty (30) days following the meeting with the Union.

29.7 Extensions and Time Limits

The time limits provided for in the present Article are mandatory and may only be extended by mutual agreement in writing between Alstom and the Union.

If the recipient of a grievance fails to respond within the time-limits prescribed in this Article, the grievance may advance to the next step. However, in these circumstances, the grievance will not be deemed to have been granted.

Should the grieving party fail to refer the grievance to arbitration within the provided time limits, the grievance will be considered and shall be abandoned.

29.8 The Parties may resolve a grievance under such terms or conditions agreed upon between Alstom and the Union, which may include full or part compensation for any wages lost, or in any other manner considered equitable to the Parties.

29.9 An employee other than the grievor who is required by Alstom to attend a grievance hearing etc. shall be paid for any time lost, at the employee's appropriate rate of pay.

- 29.10 The grievance procedure shall apply equally to a grievance lodged by a group of employees. Group grievances shall be processed in the same manner as individual grievances.

ARTICLE 30 - ARBITRATION PROCEDURE

- 30.1 A party may not submit a Grievance to arbitration until after it has been properly carried through the requisite steps of the Grievance procedure established at Article 28 of this Collective Agreement.
- 30.2 The Arbitration Procedure incorporated in this Collective Agreement shall be based on the use of a Single Arbitrator for each grievance.
- 30.3 The parties agree to discuss the advisability of selecting an arbitrator of the parties' mutual choosing within fifteen (15) working days of the date the matter was referred to Arbitration, before seeking the appointment of an arbitrator by the Minister.
- 30.4 The party referring the Grievance to arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as sole arbitrator. If the proposed individuals are unacceptable, the other party shall propose three (3) additional names for consideration. In the event the parties cannot agree on an appointment, they may continue to exchange names or request an appointment by the Minister pursuant to section 57(4) of the *Canada Labour Code, Part I*, as amended.
- 30.5 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Union and Alstom shall each pay one-half (½) of the fees and expenses of the Arbitrator.
- 30.6 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Collective Agreement, nor to make any decision inconsistent with the provisions of this Collective Agreement.
- 30.7 The decision of the Arbitrator shall be final and binding on the Parties.
- 30.8 Alstom and the Union agree that there is a mutual benefit to mediating Grievances. As a result, the parties acknowledge that at any time before or during the arbitration process, they may by mutual agreement refer the Grievance to third party mediation. The mediator will be selected by mutual agreement and the parties will equally share the cost of the mediator. If one party fails to attend mediation, the defaulting party shall bear the full cost of the mediator. In an effort to better appreciate the benefits of mediation, Alstom and the Union agree to fully disclose all relevant facts of the Grievance prior to the mediation.

ARTICLE 31 - MANDATORY TRAINING PROGRAMS

- 31.1 When an employee is required to attend training programs mandated by Alstom, attendance may be scheduled on the employee's scheduled work day or on a paid basis on the employee's day off.
- 31.2 The parties agree to meet during the life of the collective agreement to discuss training requirements and needs for all positions within the bargaining unit.

ARTICLE 32 - RETURN TO WORK PROGRAM

- 32.1 Alstom and the Union recognize their legal responsibility to accommodate disabled employees in compliance with existing legislation and all relevant jurisprudence.
- 32.2 Should an employee become physically disabled during the course of their employment and is unable to perform the regular duties of their assigned position, the Company and the Union will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit.
- 32.3 A document outlining the employee's temporary limitations and the available temporary modified work determined to be suitable will be provided to the employee. A copy of this document will be given to the Union.

ARTICLE 33 - HEALTH AND SAFETY

- 33.1 The Employer and the Union shall provide a safe and healthy environment for employees through their Joint Occupational Health and Safety Committee. The Employer and the Union are committed to fostering and developing a safety culture within Alstom, and ensuring that their responsibilities under relevant Occupational Health and Safety legislation are carried out.
- 33.2 Alstom shall provide Occupational Health and Safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Joint Health and Safety Committee, which includes Union representation, shall participate in the development and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters.
- 33.3 The Employer, as per its statutory obligations, will ensure that terms of reference are established for the Joint Health and Safety. Recognizing its responsibilities under the applicable legislation the Employer agrees to accept two (2) Health and Safety representative selected or appointed by the Union from amongst the bargaining unit employees, with the Employer appointing two (2) representatives from the Employer.

- 33.4 The Employer shall forward copies of all joint Employer and Union Occupational Health and Safety Committee Minutes as identified within the Terms of Reference, to the offices of the Union in a timely manner.
- 33.5 In addition to the training already offered by Alstom, should there be a need for leave for special programs, initiatives or training requirements identified through the terms of reference, Alstom shall consider such a request in writing from the President of the Union. If the President's request is accepted in writing by Alstom, the President of the Union shall designate one or more of their representatives from the Health and Safety Committee to attend the training and the representative(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment request.

ARTICLE 34 - SAFETY

- 34.1 Alstom shall provide employees whose work requires protective clothing with suitable clothing. The employee is responsible for maintaining his protective clothing in a serviceable condition at all times. Alstom will replace non-serviceable or damaged clothing when required.
- 34.2 Alstom may issue protective clothing on a work unit, location or operational basis rather than on an individual basis.
- 34.3 All protective clothing and equipment shall remain the property of Alstom.
- 34.4 Employees shall wear CSA approved safety boots/shoes which meet the requirements outlined in the Occupational Health & Safety Act and its regulations. The Employer will provide a value amount of up to \$225 during each year of service (based on the date of hire), to all active seniority employees for the sole purchase of CSA approved safety boot/shoes. If an employee exceeds the eligible amount, the balance will be paid by the employee at time of purchase to the vendor. Only shoes purchased through the employer arranged vendor, will be approved for this benefit. If such seniority employees are inactive due to layoff, sick leave, WSIB, or leave of absence, they will be entitled to the value amount upon their return to active employment.
- 34.5 Shoes or boots worn within the workplace are to have non-skid soles and steel toe-caps and be CSA approved.
- 34.6 Wearing a protective hearing device is mandatory in areas where the employee exposure exceeds legislated occupational exposure limits and where signage is posted to indicate mandatory hearing devices.

ARTICLE 35 – UNIFORMS

- 35.1 Alstom shall supply employees with six (6) work garments for the Maintenance Vehicle Technicians and five (5) work garments for the Servicing & Cleaning Operators.

- 35.2 For infrastructure employees, the current practice will remain in place for the supply of Alstom's uniforms.
- 35.3 The frequency of work garment replacement shall be determined by Alstom but should be sufficient to ensure employees have access to clean uniforms.
- 35.4 Alstom agrees to provide winter clothing including boots, insulated coveralls, jackets, toques and gloves to all employees who are regularly required to work outside. All such clothing shall be issued free of charge to affected employees every two (2) years.

ARTICLE 36 - TOOLS

- 36.1 Alstom will supply all tools required for employees to perform the tasks provided in their job description. All tools shall remain Alstom's property and shall not be used outside the confederation line sites.

ARTICLE 37 - EMPLOYEE FILE

- 37.1 Not more often than once per year, employees wishing to view their file shall provide in writing, seventy-two (72) hours advance notice to Alstom.

ARTICLE 38 - BULLETIN BOARDS

- 38.1 Alstom agrees to provide bulletin boards in areas accessible to employees for the purpose of posting jobs, meeting notices, seniority lists and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Collective Agreement.

ARTICLE 39 - JOINT LABOUR MANAGEMENT CONSULTATION COMMITTEE

- 39.1 Alstom and the Union agree to cooperate in the establishment of a Joint Labour Management Consultation Committee (maximum of four (4) individuals, composed of equal number of representatives of Alstom and Union employees. This Committee will be governed by the rules and regulations as agreed in writing by the Parties.

The objective of the Committee shall be:

- (a) To provide and facilitate cooperation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between Management and Labour and maintaining harmonious mutual relations between them.

- (b) It must be mutually agreed as to the time and the date of Labour/Management meetings. Minutes shall be kept and posted of these meetings.
- (c) In order to be binding, agreements reached affecting the administration and interpretation of the collective agreement or working practices of the Parties to this collective agreement shall must be signed by the President/Business Agent of the Union and designated Employer representative.

ARTICLE 40 - LEGAL PROCEEDINGS

- 40.1 Alstom agrees to provide legal protection or reimbursement for legal costs, including judgment costs, to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.
- 40.2 Alstom also agrees that employees shall be compensated for all required time attending such legal proceedings, including interviews with employer retained Solicitors.

ARTICLE 41 - EMPLOYEE NOTIFICATION

- 41.1 It shall be the responsibility of each employee to notify Alstom promptly in writing of any change of home address or telephone number. Failure to do so alleviates Alstom from any responsibility for failure of any notice to reach the employee.

ARTICLE 42 - DURATION OF THE COLLECTIVE AGREEMENT

- 42.1 This Collective Agreement, except as otherwise provided, shall be in effect from the 1st day of May 2021 to April 30, 2026.

ARTICLE 43 - INTEREST ARBITRATION

- 43.1 It is agreed that during the life of this Collective Agreement, or while negotiations for renewal are in progress there shall be no strikes, slowdowns, stoppages or other interference with the operation on the part of the members of the Bargaining Unit, or any lockouts on the part of the Alstom.
- 43.2 If a new collective agreement is not concluded within ninety (90) days of the delivery by the Union of a notice to bargain either party may demand that matters still in disagreement be submitted to arbitration and shall give written notice to the other party detailing the points still at issue.

- 43.3 The Board of Arbitration shall consist of three (3) members appointed within (30) days of the demand for arbitration and shall consist of one (1) member appointed by Alstom and (1) member appointed by the Union who within ten (10) days of their appointment shall select the third member who shall act as Chairperson of the Board. On consent, the parties may elect to have the matter heard by a single arbitrator.
- 43.4 In the event of a disagreement regarding the selection either of a Chairperson or a single arbitrator, a party may, on written notice to the other party, apply to the federal Minister of Labour to appoint either a Chairperson or a single arbitrator.
- 43.5 The decision of the Board of Arbitration or Arbitrator shall be final and binding on both parties.
- 43.6 The parties shall each bear the expenses of its own member to the Board of Arbitration and shall bear equally the expense of the Chairperson or single arbitrator and all other expenses of the arbitration.

ARTICLE 44 - CONFLICT WITH EXISTING LAWS

- 44.1 The Parties to this collective agreement agree that should any provision(s) of this collective agreement be determined to be in conflict with any Federal Labour Code, that the Parties will in writing amend such provisions to the extent that compliance is obtained. Should the Federal Labour Code change to allow the original provision not to be in conflict then the original provision will be reinstated. All other provisions would remain in full force as set out, for the duration of this collective agreement.

ARTICLE 45 - COPIES OF THE COLLECTIVE AGREEMENT

- 45.1 Alstom will be responsible for issuing to the employees the collective agreement within ninety (90) days of signing. This will be at Alstom's cost.

IN WITNESS WHEREOF, the Employer and the Union have caused this Collective Agreement to be executed by their proper respective officers hereunto the day and year shown below.

Signed in City of Ottawa, Ontario, this 14th day of May, 2024.

ALSTOM TRANSPORT CANADA INC

**AMALGAMATED TRANSIT
UNION, LOCAL 279**

DocuSigned by:

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APRIL IGNAS

CLINT CRABTREE

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KEVIN RONSE

JACQUES RACINE

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RICHARD CLARKE

SCHEDULE “A” - HOURLY RATE OF PAY

VEHICLE MAINTENANCE

	May 1st 2021	May 1st 2022	May 1st 2023	May 1st 2024	May 1st 2025
Maintenance Vehicle Technician	\$ 30.17	\$ 30.77	\$ 31.70	\$ 32.65	\$ 33.30
Servicing and Cleaning Operator*	\$ 23.29	\$ 23.76	\$ 24.47	\$ 25.20	\$ 25.71

* Alstom will also pay a premium of \$1.00 per hour to Servicing and Cleaning Operators performing the following tasks: filling the Light Rail Vehicle with the required wiper liquid, grease and sand.

INFRASTRUCTURE MAINTENANCE

		May 1st 2023	May 1st 2024	May 1st 2025
Guideway Technician	Level 1	\$ 30.90	\$ 31.83	\$ 32.46
	Level 2	\$ 32.96	\$ 33.95	\$ 34.63
	Level 3	\$ 35.02	\$ 36.07	\$ 36.79
Signal & Communications Technician	Level 1	\$ 30.90	\$ 31.83	\$ 32.46
	Level 2	\$ 32.96	\$ 33.95	\$ 34.63
	Level 3	\$ 35.02	\$ 36.07	\$ 36.79
Power Technician	Level 1	\$ 33.48	\$ 34.48	\$ 35.17
	Level 2	\$ 37.08	\$ 38.19	\$ 38.96
	Level 3	\$ 40.17	\$ 41.38	\$ 42.20
Power Line Technician	Level 1	\$ 33.48	\$ 34.48	\$ 35.17
	Level 2	\$ 37.08	\$ 38.19	\$ 38.96
	Level 3*	\$ 43.26	\$ 44.56	\$ 45.45
Green Circled		\$37.14	\$38.26	\$39.02

New employees shall start at Level 1 and progress to Level 2 after probation. Progression to Level 3 shall come two (2) years after the employee advances to Level 2 save and except trades, whereby the Employer may require a red seal certification and designate the number of positions at Level 3. In the trades, there will be a minimum of one (1) employee at Level 3.

* *Qualified Master Technician or the equivalent experience)*

TEAM LEAD

A team leader shall be defined as a bargaining unit member who, in addition to his regular duties, may direct the work of other bargaining unit employees and perform related administrative duties. He shall not have authority to hire, fire, or discipline other employees. The selection of the team leaders will be solely at Alstom's discretion. Any employee assigned the position of team lead shall receive a premium of \$2.00 per hour for each hour the employee is working as a team lead.

SCHEDULE “B” – SUMMARY OF BENEFITS

The following outline represents a summary only of the Group Insurance coverage available to employees covered by this Collective Agreement. Rights and Benefits are governed by the terms of the Group Insurance Policy, Plan Document or Plan Text providing for the Group Benefits.

LIFE INSURANCE	
Life Insurance Basic Coverage	1,5 x annual salary
SHORT TERM DISABILITY	
Waiting Period	Five (5) days if absence is for an illness. None if due to an accident
Coverage Amount	66 2/3 of weekly salary up to \$700 per week.
Period of Coverage	26 weeks
Coverage Ceases	Age 65 or Retirement
LONG TERM DISABILITY	
Coverage Begins	After 26 weeks of short-term disability
Coverage Amount	66.7% of monthly salary
Maximum Benefit	\$3,000 per month
Coverage Ceases	No longer disabled; death; retirement; age 65
MEDICAL - mandatory	
Hospitalization	100%
Prescription Drugs	90%
Rehabilitation	80\$/day, 2,500 \$ Lifetime maximum
DENTAL	
Effective Date of Coverage	Immediate
Coverage Ends	Termination in accordance with the plan
Deductible	\$50 per person
	\$100 per family
Preventive and Basic (80%)	Exam every 2 years
	Light scaling
Supplementary Basic (80%)	Root canals and therapy

	Root amputation	
	Apexifications and periapical services	
Dentures (50 %)	Initial provision of full or partial removable dentures	Annual Maximum \$1000
Major Restorative (50 %)	Crowns	
	Initial provision of bridgework	
PARAMEDICAL - Per person		
Nursing Care	Reimbursed at 100 % / Maximum \$10,000 per year	
Chiropractor	Reimbursed at 90 % / Maximum \$500 per year	
Osteopath		
Naturopath		
Acupuncturist		
Audiologist	Reimbursed at 90 % / Maximum \$1,000 per year	
Speech Therapist		
Occupational Therapist		
Physical Therapist		
Homeopath		
Massage Therapist	Reimbursed at \$15 per visit / Maximum \$300 per year	

**LETTER OF UNDERSTANDING
FIRST BOOKING OF THE INFRASTRUCTURE MAINTENANCE EMPLOYEES**

First booking process for the Infrastructure Maintenance Employees.

In accordance with Article 10 of the Collective agreement, the Union and the Employer have implemented a booking process for the scheduling of the employees covered by this collective agreement.

The booking process has been in place since 2018 for the Maintenance Vehicle Technicians.

Through this round of bargaining, the parties agreed that Article 10 would also cover the Infrastructure Maintenance employees.

In accordance with 10.1, Alstom will determine how many Infrastructure Maintenance employees of various classifications are required on various shifts.

In accordance with 10.1(c), Alstom will meet with the Union in advance of the first general booking to review and discuss the shifts that will be listed and available to the Infrastructure Maintenance employees.

In its preparation of the schedule, Alstom will be governed by its contractual obligations towards the client and the requirement of having experienced and skills employees on each shift from each classification through rotations, to ensure the safety of its employees and the customers. The schedule will also take into consideration the need to maximize the amount of work performed during the engineering hours at night, both during the week and during the weekends.

Alstom will also take into consideration the following concerns raised by the Union during negotiations: time off on weekends, consistent schedule and longer period of rest at the time of a turnover from night to day shifts.

Following the first booking, the Union and the Employer will meet again to debrief and see how the booking process went, and if any improvements are necessary and if possible, can be implemented.