

AGREEMENT

between

THOMAS BUILT BUSES OF CANADA LIMITED

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW - CANADA),
AND ITS LOCAL 636

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NOVEMBER 1, 1997 - October 31, 2000

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THIS AGREEMENT entered into this ninth day of
January, 1998

BETWEEN

THOMAS BUILT **BUSES** OF CANADA
LIMITED
(Hereinafter known as "the Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION **AND** GENERAL WORKERS
UNION OF CANADA
(CAW - CANADA)
AND ITS LOCAL 636
(hereinafter known as "the Union")

ARTICLE 1
PURPOSE

1.01 The purpose of this Agreement is to provide orderly and efficient collective bargaining relations between the Company and the Union, to Set up means for prompt and equitable disposition of grievances

should they arise, to establish and maintain mutually satisfactory working conditions, hours of work and wages as set out in this Agreement.

1.02 For the purpose of this Agreement the term employee or employees shall mean an employee or employees of the Company at Woodstock, Ontario save and except, Supervisors, persons above the rank of Supervisor, Sales and Office Staff, Security Guards, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period. There is a Letter of Understanding between the Company and the Union insofar as they apply to students and persons regularly employed for not more than 24 hours per week.

1.03 All reference to the male gender in this agreement shall be read as applying to the female gender where the context applies.

ARTICLE II RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in respect to the provisions of this Agreement.

ARTICLE III
RECOGNITION AND CONTINUATION
OF MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Plant and direction of the working forces are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) Determine the nature and kind of business conducted by the Company, the products to be manufactured, the kinds and locations of equipment and materials to be used, the process **of** manufacturing, the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, to make studies of, and to institute changes in

jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company;

(d) Make and enforce and alter from time to time rules and regulations to be observed by the employees.

3.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE IV STRIKE OR LOCKOUT

4.01 The Company agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, picketing or other interference with work or the operation of the Company. The words "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE V RELATIONSHIP

5.01 The Company and the Union agree that there will

be no discrimination against any employee because of Union membership and non-membership or Union activity.

5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or representatives, and that there will be no solicitation for the membership, collection of dues or other union activity on the premises of the Company, except **as** specifically permitted by this Agreement or in writing by the Company.

5.03 As a condition of employment effective on date of ratification all current and future employees who have completed their probationary period will authorize the Company in writing to deduct from their wages an amount equal to the regular monthly Union dues **as** prescribed by the Constitution of the Union (see Form 1).

Monies deducted in accordance with this section shall be forwarded to the Financial Secretary of Local 636 prior to the end of the month in which such deductions are made.

5.04 The Company agrees to include an employee's T4 Slip for income tax purposes the total amounts deducted in accordance with section **5.03**

5.05 The Union and the employees agree that in return for such Union security they must accept the liability for any violation of the "no strike" provisions of this Agreement. Accordingly, it is agreed that in the event of any violation of the "no strike" clause of this Agreement by the Union and/or the employees, or a group of employees, the Company may at its discretion file with the Union a statement as to the appropriate penalty in the form of a cancellation of dues deduction and/or in the form of loss of seniority or a fine upon the employees.

In the event that the parties are unable to agree upon the disposition of the matter, then either party may submit the dispute to a Board of Arbitration and the parties shall be bound by its decision.

ARTICLE VI REPRESENTATION

6.01

(a) The Company recognizes the right ~~of~~ the Union to appoint or otherwise elect from the employees within the bargaining unit, four **(4)** Plant Committeemen who have completed at least 12 months ~~of~~ continuous service with the Company, to assist employees in presenting their grievances to the representatives of

the Company in accordance with the Grievance Procedure. The Company will recognize an additional steward appointed or elected from employees on the second shift or in other locations, i.e. Plant 1, 2 or 3 not represented by one of the Plant Committeemen. It is recognized that such Stewards only be authorized to deal with initiating complaints and grievances up to and including Step No. 1 of the grievance procedure. The Company further agrees to recognize the Plant Committee as the negotiating committee for the Union. One of these Committeemen may be designated as Plant Chairman.

(b) Union Committeemen will represent different departments or areas of the Plant and where practical they will be employed in the department or area that they represent. The Union will notify the Company in writing of the various names of the Committeemen and the department or area to which each Committeeman is assigned and the effective date of their appointment.

(c) When the regular Committeeman for a particular area is absent or unavailable, another member of the Committee may act as his alternate on his behalf, when such a need arises. It is understood and agreed that not more than one (1) Committeeman will be involved in the presentation of a grievance.

6.02

(a) The Union acknowledges that the Committeemen have regular duties to perform on behalf of the Company. However, should it be necessary for a Committeeman to assist an employee in presenting or discussing a grievance during working hours, the Committeeman will not leave his work without first obtaining the permission of his Supervisor or the Production Manager; such permission shall not be unreasonably withheld. When a Committeeman does leave his work in accordance with the above he shall indicate on a form provided by his Supervisor the time he leaves his work and the time he returns.

(b) It is also understood that a Committeeman shall not enter another department without first obtaining the permission of the Supervisor of such department. Prior to returning to work in his own department a Committeeman will report to his immediate Supervisor.

(c) A Committeeman shall not suffer any loss of wages for time necessarily spent in processing grievances up to Step Number 3 of the Grievance Procedure, and for time spent attending meetings scheduled pursuant to Article 6.04. No Committeeman will be paid for attending Arbitration.

(d) The Company recognizes that the Plant Chairman

has on occasion duties to perform on behalf of the Union during normal working hours. Upon request, time will be allowed to perform these duties. The duration of the time allowed will be mutually agreed upon by the Manager, Human Resources or his Designate and the Plant Chairman. The Plant Chairman will not be held accountable for any loss of production related to such absences.

(e) The Company recognizes that the Committee has on occasion the need to caucus to discuss Union business during normal working hours. For this purpose, one hour per month will be allowed at a time that is mutually agreed upon by the Manager, Human Resources or his Designate and the Plant Chairman.

6.03 Meetings will take place between the Committeemen and Company at such time and place as may be agreed upon, provided there is a demonstrated need for any such meeting. A National Representative of the Union may be present and take part in such meetings. The party requesting a meeting shall present an agenda listing matters to be discussed at the time the meeting is requested. Where practical, the agenda will be supplied at least 24 hours prior to the day the meeting is scheduled. Where either party requests an answer or decision relative to a position taken at such meetings the other party will endeavour to provide such an answer or decision within a period

of five (5) working days or such reasonable period of time as necessary.

6.04

(a) Where formal discipline is taken by the Company, by way of written verbal, written warning or suspension, a copy of such notice shall be given to the employee and the applicable Committeeman within three (3) working days of such discipline where practical. Failure to provide such written notice shall be a procedural defect and shall not nullify such disciplinary action. Refusal by the Committeeman to acknowledge receipt of such disciplinary action, provided herein shall disqualify the employee (or the Union on his behalf) from utilizing the grievance procedure in regard to such discipline.

(b) The Company agrees not to rely on such formal disciplinary action as referred to herein to support the discharge or suspension of an employee, providing 12 months in the case of written warnings, and 12 months in the case of suspension or discharge have elapsed without any additional offence for which an additional formal disciplinary action is taken.

(c) For the purpose of the foregoing provisions and in the event that a grievance is processed to arbitration involving the discipline (including suspension or discharge) of an employee, the parties agree that the

removal of any disciplinary notations, as provided herein, shall not be deemed evidence of a good service record in regard to any decision rendered by the Arbitration Board where an employee's length of service may be relevant.

ARTICLE VII
GRIEVANCE PROCEDURE

7.01 It ~~is~~ the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his Supervisor an opportunity of adjusting his complaint. Such a complaint shall be discussed with his Supervisor within two (2) working days excluding authorized absences from the Plant after the circumstances giving rise to the complaint have occurred. If the complaint is not settled a meeting will then take place with the Supervisor, the employee and his Committeeman. The meeting or the time for the meeting will be agreed upon by the Supervisor and Committeeman within four (4) working hours. The Supervisor will provide a verbal answer to the complaint within one (1) working day of such discussion. Failing settlement, it may then be taken up as a grievance within two (2) working days following the Supervisor's verbal decision in the following manner and sequence:

STEPNO. 1:

The employee shall submit a written grievance signed by him to the Manager, Human Resources within three (3) working days. The Manager, Human Resources or his representative will convene a meeting within three (3) working days which will include the following

- 1) The Grievor
- 2) His Committeeman
- 3) The Departmental Manager
- 4) The Manager, Human Resources

The Departmental Manager will deliver his decision in writing within three (3) working days from the date of the meeting. Failing settlement then go to step 2.

STEPNO 2:

Within three (3) working days following the decision under Step No. 1 the Union shall submit the written grievance to the General Manager or his representative at which time the matter will be reviewed and a decision in writing by the Company will be given within four (4) working days from the date on which the grievance is lodged under Step No. 2. The Union or the Company may request a meeting with the other to discuss a grievance at Step No. 2 at a time and place mutually agreeable. A National Representative of the Union, the Plant Chairman, and the Committeeman involved may be present at such a meeting. The Grievor may also be present upon the mutual

agreement of the parties.

7.02 A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement (which shall not include any matter upon which an employee is entitled to grieve), shall be originated under Step No. 2. Failing settlement under Step No. 2 within five **(5)** working days, it may be submitted to Arbitration in accordance with paragraph 7.03. Any grievance by the Company or the Union as provided in paragraph 7.02 hereof shall be filed within ten (10) working days after the circumstances giving rise to the complaint have occurred.

7.03 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 8. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, it shall be deemed to have been abandoned.

7.04 All agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union and in the presence of the employee will be final and binding

upon the Company and the Union and the employees.

7.05 In the case of an alleged continuing violation of the Collective Agreement no adjustment effected under the Grievance Procedure or Arbitration Procedure Shall be made retroactive prior to the date the grievance was formally discussed or presented, (excluding the two days providing for the presentation of the grievance referred to in paragraph 7.01) This paragraph shall not prevent any adjustment of clerical errors made in computation of pay.

7.06 Where no answer is given within the time limits specified in the Grievance Procedure the employee concerned, the Union and the Company shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure or in accordance with this Article 7 shall be deemed to have been abandoned.

ARTICLE VIII **ARBITRATION**

8.01 If the Company or the Union requests that a grievance as above provided be submitted to Arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at

the same time nominate an Arbitrator. Within five (5) working days thereafter, the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within five (5) working days ~~of~~ the nomination of the latter of them attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Ministry of Labour to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour who shall have power to effect such appointment.

8.02 No person may be appointed as a Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, subject to paragraph 8.07 hereof.

8.04 No matter may be submitted to Arbitration which has not been properly carried through the Complaint and Grievance Procedure, except that the parties may agree in writing **to** extend the time limits fixed in both

the Grievance and Arbitration Procedures.

8.05 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

8.06 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

8.07

(1) A Claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within two (2) working days after the employee ceases to work for the Company and the first step of the Grievance Procedure will be omitted in any such case.

(2) However, the discharge of a probationary employee shall be deemed to be for just cause unless the discharge is shown to be arbitrary, in bad faith or contrary to the Human Rights Code. A claim by a probationary employee that his discharge was arbitrary, in bad faith or contrary to the Human Rights Code shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of

the grievance procedure within two (2) working days after the employee ceases to work for the Company and the first step of the grievance procedure will be omitted in any such case.

Such special grievances as set out in (1) and (2) may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the Company's action in dismissing the employee; or
- (b) reinstating the employee with full compensation and seniority for time lost; or
- (c) by any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.
- (d) The employee will have the right to file a grievance before leaving the Company's premises.

8.08 The Company and the Union may by written agreement substitute a named Umpire for the Board of Arbitration provided for herein and the Umpire shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE IX SENIORITY

9.01 The Company respects and recognizes seniority.

Employees are entitled to a degree of security based upon the length of service. **An** employee will be considered on probation and will not be subject to the seniority provisions of this Agreement nor shall his name be placed on the seniority list until after he has completed forty five (45) days of work. Upon completion of the probationary period, the employee's name and seniority number shall be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Company. Where more than one employee is hired on the same date, the seniority of such employees shall be as their assigned number indicates.

9.02 The seniority list shall be revised and posted at quarterly intervals within the first two (2) weeks of each calendar quarter. A Copy of such revised list shall be provided to each Committeeman. All employees' names shall appear on the seniority list as of their last date of hiring and will be numbered accordingly.

9.03 In the event of a work shortage for the purpose of lay-offs, seniority will govern providing the remaining employees in question are willing, able and qualified to perform the jobs available without training, but with basic reasonable instruction. When recalling employees who have been previously laid-off seniority will govern providing those former

employees in question are willing, able and qualified to perform the jobs available without training, but with basic reasonable instruction. It is understood, however, that basic reasonable instruction applies only to an expansion of jobs they have had previous experience with on their personnel file. When lay-offs occur and job changes are required for those employees retained, senior employees will not be assigned to lower Classifications and pay grades where jobs are available within their then current pay classification, which such, senior employees have performed satisfactorily in the past. It is also understood that whenever possible seniority will prevail for employees to remain in their current position.

INVERSE SENIORITY

9.04

(i) Upon mutual agreement between the Company and the Union the parties may enter into an arrangement applying the concept of Inverse Seniority on layoffs.

(ii) The application is intended to cover layoffs of a limited and known duration.

(iii) When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the Inverse Seniority provision will apply.

CONSIDERATION AND APPLICATIONS

b)

(i) The layoff must be for a definite period of time and of limited duration.

(ii) Employees will be laid off and recalled under the terms of the Inverse Seniority provisions by areas as determined by the Company and the Union.

(iii) It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the predetermined period of layoff.

(iv) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion or disqualification from Unemployment Insurance Benefits .

c) Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited predetermined layoff period

d) If during the limited/pre-determined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these Inverse Seniority provisions, the employees who elected layoff under these provisions will be canvassed to

determine if they wish to continue on layoff. If the laid off employee decides that he/she wishes to continue on layoff for an extended time, they will be so permitted.

If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

9.05 In the event that shifts are required other than normal which in turn effects job assignments, employees effected by this change shall have the option to move with the position or be reassigned in a position on the normal shift that is vacant, or take the lowest seniority position that he is qualified to **perform**.

It is further understood, when shift changes are necessary, senior employees will be given preference.

9.06 An employee shall lose all seniority and shall be conclusively deemed to have terminated employment with the Company if he:

- (a) voluntarily quits the employ of the Company; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) fails to notify the Company that he will report for work within two (2) working days after being notified by the Company to report to work or fails to report for

work within five (5) working days after being notified by the Company by Registered Mail to report for work, unless a reason satisfactory to the Company is given; or

(d) is absent for three (3) consecutive working days unless his absence is due to certified illness or accident or other reasons satisfactory to the Company; or

(e) is absent due to lay-off of more than 12 months in the case of an employee who has completed his probationary period but has less than one (1) year seniority; is absent due to lay-off for eighteen (18) months in the case of an employee who has one (1) or more years of seniority but less than two (2) years and is absent due to lay-off for thirty-two (32) months in the case of an employee who has two (2) or more years seniority; or

(f) fails to return to work upon the termination of an authorized leave of absence unless a reason satisfactory to the Company is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a reason satisfactory to the Company is given.

9.07 It shall be a condition of employment that employees notify the Company of any change of

address or telephone number. The Company shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.

9.08 - JOB POSTING

(a) The Company shall post notice of the initial permanent vacancy as defined herein in a classification for a period of 48 hours before any such vacancy is permanently filled. All applicants wishing to apply must contact the appropriate Supervisor to discuss the position prior to signing the job posting. If the permanent vacancy is filled by a successful applicant and should there be a vacancy in the wage classification in excess of the then current lowest classification or positions identified in (b) 2 resulting therefrom then it shall be posted.

Subsequent vacancies shall not be posted.

(b) For the purposes of this Article a permanent vacancy is defined as follows:

1. A new or additional job not related to a Production increase.

2. Any new or additional jobs due to increases in Production which have established classification rates in excess of the then lowest classification, with the exception of the following off line positions; sash assembly, seat fabrication, material handling, fab.

Department, yard (any), stockroom, door assemblies, vista completion, garbage clean-up, parts runner and cleaning buses.

3. A job opening in any existing classification due to the termination of a former employee and which the Company seeks to fill.

It is agreed and understood that any movement within the same wage classification due to a product mix change (no rate change) i.e. conventional and minotour, that requires the same or similar jobs to be performed will not be subject to posting. It is also agreed that all job postings will be identified by shift. Any positions that become redundant on any shift and required on another shift shall be posted.

However, in no event shall a permanent vacancy be deemed to exist as a result of changes in job assignments, duties, responsibilities, re-alignment in work loads or in cases where the work force remains constant or is reduced. It is further understood and agreed that temporary vacancies not exceeding or expected to exceed 90 working days, or vacancies due to vacation, leave of absence or other related matters and vacancies arising under Article 10.02 need not be posted. Vacancies in leadhand classification are not covered by the provisions of this Article and shall not be posted. The appointment to a leadhand position

shall not constitute a move in the job posting procedure.

Where there is no qualified applicant who bids for permanent vacancies posted herein, the Company may fill the job at its own discretion including the hiring of a new employee.

In any event nothing in the Article shall be construed as restricting the right of the Company to temporarily assign an employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee finally selected to fill such a permanent vacancy.

(c) In the selection of applicants for promotion or transfer to a permanent vacancy the following factors shall be considered:

1. Seniority
2. Qualifications including efficiency, skill and the ability to perform the job.

It is agreed that only where factors in clause No. 2 are relatively equal to the satisfaction of the Company, will seniority as herein defined govern. The Company will not consider the application of an employee who has been hired in the preceding six (6) months, and need not consider the application of an employee who has been a successful applicant in the preceding

twelve (12) months in the case of Maintenance and Inspection personnel and six (6) months for others. The Company is not required to consider the application of an employee who has been an unsuccessful applicant in the preceding 60 calendar days unless he is the senior applicant. The successful applicant will be notified within five (5) working days and transferred to his new classification within ten (10) working days after being advised of his selection. The successful applicants term of twelve (12) months in the case of Maintenance and Inspection personnel and six (6) months for others will commence on the date the job posting come down.

Where more than one applicant has applied for a permanent vacancy and the employee selected is other than the senior applicant, and the senior applicant disputes the selection based on the criteria set out in 9.06 (c) No. 1 and No. 2, the senior applicant contesting this selection will be given an opportunity to demonstrate his qualifications including skill, ability and efficiency. Prior to any such demonstration the senior applicant will receive a general description of the skill required and basic instructions on the operations, including any machinery, involved in the job. The Company's decision as to the final successful applicant will be based upon this demonstration.

For the purposes of clarity, in the event that there is more than one applicant senior to the applicant selected by the Company, and there is a dispute as to such selection, the procedure set out above shall apply only with respect to one (1) senior applicant who shall be determined by the Union.

(d) In the event that a successful applicant and/or placement cannot perform the new job, the following criteria will apply.

(i) **An** employee who finds that he cannot perform the job within 10 working days from the actual start date due to medical or other reasons, will be assigned another position that is vacant, or take the lowest seniority position that he is qualified to perform.

(ii) In the event of this being a successful applicant the next most senior qualified person on the job posting will be assigned the position.

(iii) In the event of this being a placement, including him bidding out within 10 working days from the actual start date, the Company may fill the job at its own discretion.

(iv) Once this position has been filled by a successful applicant for placement for more than 10 working days, any vacancies thereafter will result in the normal

Job Posting Procedure.

It is understood and agreed that the foregoing provisions are not designed nor intended to be a training program for employees. They are intended to afford opportunity to those employees who have qualifications including skill, ability, competence and efficiency, to increase their earnings and progress within the Company. Employees who wish to gain additional experience or improve their qualifications for future job bids are urged to discuss their ambitions and goals with their Supervisor. The Company will endeavour to assist sincere employees who seek additional training as defined herein.

9.09 Where an employee is no longer able to perform the duties and responsibilities of his job due to legitimate medical reasons, the Company agrees to meet the Representatives of the Union to consider his possible placement in any existing job he may be able to perform below his position in seniority. To assist in this decision, a full assessment may be done at the Companies expense by an kinesiologist mutually agreed upon by the Company and the Union. Consideration will not be given to the displacement of any previous medical placements unless it is the only position suitable below his position in seniority. Any agreement reached with the Union in finding alternative employment which may affect the status of

another bargaining unit employee shall not be the subject matter of a grievance and this provision shall prevail over other provisions of the Collective Agreement.

ARTICLE X
LEAVE OF ABSENCE

10.01 Leaves of absence for legitimate personal reasons may be granted by the Company upon written request. All written requests will be given due consideration. Such written requests will be waived by the Company for unusual and legitimate emergency reasons.

As the sole exception to management's discretion under this clause, where an employee is convicted of an offence involving the operation of a motor vehicle and is sentenced to a period of incarceration of three months or less, the Company shall grant a leave of absence to such employee in order to serve such sentence.

10.02 A leave of absence may be granted up to a maximum of twenty-four (24) months for employees absent due to sickness or accident and under the care and attention of a registered medical practitioner. This may be extended at the discretion of the Company.

After such a leave of absence, due to certified sickness or accident, an employee will be placed in his former job, if it still exists, or in his former classification. The Company will attempt to place an employee in his former job or classification, after a granted leave of absence for personal reasons in excess of thirty (30) calendar days.

10.03 The Company will grant leave of absence, without pay, to employees selected or appointed by the Union to attend Union conventions or seminars upon the written request of the Union at least two (2) weeks in advance, when practical. The total leave of absence granted to any employee will not exceed 20 man days during each contract year or more than two (2) employees at any one time unless agreed upon by the Manager, Human Resources.

10.04 Seniority shall be maintained but shall not accumulate during leaves of absence in excess of three (3) consecutive months except as provided in paragraph 10.02.

10.05 Where a written request for a leave of absence is granted in writing under these provisions, a copy ~~of~~ same will be furnished to the employee and to the appropriate Union Committeeman.

ARTICLE XI
BEREAVEMENT PAY

11.01 In the event of the death of an employee's mother, step-mother, father, step-father, brother, sister, spouse, child, mother-in-law, father-in-law or grandparents, the employee will be granted three (3) consecutive regular scheduled work days leave of absence without loss of pay at standard hourly rate to make arrangements for and attend the funeral or service.

11.02 In the event of the death of the employee's current brother-in-law or sister-in-law, grandchildren, son and daughter-in-law, grandparents-in-law one (1) regular scheduled work day will be allowed off without loss of pay at standard hourly rate, to attend the funeral or service.

11.03 For the purposes of clarity a common law spouse shall mean either of a man and woman who are not married to each other and have cohabited,

(a) continuously for a period of not less than one year,
or

(b) in a relationship of some permanence if they are the natural or adoptive parents of a child.

ARTICLE XII
JURY SERVICE

12.01 The Company shall pay an employee who is required for Jury Service or Crown Witness, for each day of service, the difference between his standard hourly rate for the number of hours he normally works on a shift which he spent on Jury Service or Crown Witness and the payment he receives for Jury Service or Crown Witness. The employee will present proof of service and the amount of pay received.

ARTICLE XIII
PLANT HOLIDAYS

13.01 Employees who have completed their probationary period shall be eligible for eight (8) paid plant holidays and a fully paid Christmas shutdown from December 24th to January 1st inclusive with pay at the standard hourly rate during each calendar year of the collective agreement. The dates on which these holidays will be observed form part of this agreement and are so noted on the calendar attached hereto.

13.02 In order to qualify for plant holiday pay and the Christmas shutdown pay, an employee shall work the full shift on each of the working days immediately

preceding and immediately following the plant holidays concerned unless an employee with seniority was absent due to :

(a) verified illness, leave of absence granted by the Company, or accident for a period not exceeding ten (10) calendar days inclusive of the plant holiday;

(b) lay-off for a period not exceeding ten (10) calendar days inclusive of the plant holiday;

(c) vacation granted by the Company or leave of absence not exceeding ten (10) days inclusive of the plant holiday;

(d) where a plant holiday, referred to in section 13,01 falls during the employee's annual vacation period, his vacation shall be extended by one (1) day.

(e) when two or more plant holidays are observed consecutively including the Christmas shutdown it is agreed that the loss of pay provisions as they relate to absences and lateness shall apply to the pay of only one of such consecutive holidays observed.

ARTICLE XIV
VACATIONS

14.01 Employees working for the Company in the twelve month period preceding June 15th shall be entitled to vacation and vacation pay set out in Appendix "B" attached to and forming part of this contract.

14.02 Gross wages shall be given the same interpretation as "total pay" under the Employment Standards Act.

14.03

Plant shutdown for the next three years

	1st	2nd
1998	July 6 - July 12	July 13 - July 19
1999	July 5 - July 11	July 12 - July 18
2000	July 3 - July 9	July 10 - July 16

ARTICLE XV
HOURS OF WORK AND OVERTIME

15.01 (a) The normal scheduled hours of work will be on the basis of forty hours per week and eight hours of work per shift (exclusive of lunch period). The hours for the majority of employees will be from 7:30 a.m. to 4:00 p.m. except in circumstances beyond the reasonable control of the Company.

(b) The Company reserves the right to change working hours on advance notice to the Union, and with prior consultation with the Union, including a change for summer hours. It is understood that the summer hours shall be no more than one (1) hour earlier than the normal working hours.

15.02 Authorized work which the Company requires the employee to perform in excess of the employee's normal scheduled hours per shift (i.e. in the **24** hour period from the commencement of shift) or normal week of forty hours will be paid at the rate of time and one-half the employee's standard hourly rate.

15.03 For purposes of this Article a week means the period of time between Saturday midnight and the following Saturday midnight.

15.04 Authorized work which the Company requires

the employee to perform on Saturdays and Plant Holidays shall be paid at the rate of time and one-half the employee's standard hourly rate.

15.05 Authorized work which the Company requires the employee to perform on Sunday shall be paid at the rate of double the employee's standard hourly rate.

15.06 The Company agrees to provide one ten (10) minute break period and one five (5) minute wash up period each half shift. Should an employee be required to work over-time after the completion of his regular shift, a ten (10) minute break will be allowed prior to the commencement of overtime work.

15.07 Where regular employees are willing and capable of performing necessary overtime work, such overtime work will be assigned to regular employees in preference over students.

ARTICLE XVI
REPORTING ALLOWANCE

16.01 The Company agrees that an employee upon reporting for work at the commencement of his regular shift, unless notified in advance not to do so, shall receive a minimum of (4) hours of work or four

(4) hours pay at his regular standard hourly rate, unless the cause of lack of work is due to acts of God, or interruptions in the supply of utilities to the Plant. An employee so affected shall take such temporary work as is available in order to qualify for pay under this Article.

**ARTICLE XVII
NOTICE BOARD**

17.01 The Company will provide separate Notice Boards in the main time clock areas of Plants I, II and III for the convenience of the Union. All notices to be posted by the Union shall be submitted to the Manager, Human Resources or his designate for approval before posting.

**ARTICLE XVIII
HEALTH, SAFETY AND ENVIRONMENT**

18.01 Workplace inspections will be carried out by agreement of the joint H. & S. Committee.

Any joint recommendation by the Committee will be given serious consideration by the Company.

Minutes of the meetings & records of the work place

inspection will be co-signed by the chair people and records will be maintained by the co-chairs which will be easily available on request.

Time off to do regular inspections will be co-ordinated through his/her supervisor and only in an emergency will it be denied.

In no case will the Company knowingly expose its employees to any dangerous work which might harm them selves or any other person. Nor will employees be required or coerced into performing unsafe work and no discipline will arise out of such refusal. If unsafe conditions arise, it must be drawn to the attention of the supervisor immediately for quick correction.

The Company will continue to provide for the safety and health of its employees during their working hours, subject to such changes or improvements as the Company from time to time may decide to be advisable. The Company will provide first aid training for certain selected employees.

18.02 **An** employee injured at work who cannot return to work on the same shift will be paid on the basis of his regular standard hourly rate for the remainder of such shift.

18.03 The Company will pay the full cost (to a maximum of \$110.00 annually) towards the purchase of one pair of prescription safety glasses. **An** optometrist's receipt indicating that the prescription was for appropriate safety glasses must be given to the employee's Supervisor before any payment will be made by the Company.

18.04 The Company will provide each new employee with one pair of safety glasses. Any requirements for additional glasses within a year due to loss, or misuse will be paid for by the employee. The wearing of safety glasses is compulsory.

18.05 The Company will pay for hearing aids prescribed to employees in writing by an Otolaryngologist to a maximum of \$500.00 in any three (3) consecutive benefit years.

18.06

(a) The Company will contribute \$110.00 per year to the purchase of one pair of safety shoes for each employee with seniority. For Painters, Undercoaters, Rubber Flooring and Yardmen the Company will contribute \$110.00 every 6 months, after 6 months in the position, to the purchase of one pair of safety shoes and will revert to every 12 months from date of transfer should employee move out of such positions. A receipt establishing that shoes were purchased by the employee must be presented to the employees

supervisor prior to payment being paid. The wearing of safety shoes is compulsory.

18.07 The parties agree to continue with the joint Occupational Health and Safety and Environment Committee in accordance with the Occupational Health & Safety Act. The Committee will be comprised of no less than four Managerial Personnel and no less than four employees appointed or elected from the bargaining unit and will be representative of the various departments in the Plant. The Committee shall have two co-chairs one of whom shall be selected by the members who represent the workers and the other whom shall be selected by members who exercise managerial functions. Meetings of the Committee will be held monthly unless the co-chairs otherwise agree. Suggestions and recommendations arising from such meetings shall be posted on a regular basis on the Bulletin Board.

The Company shall ensure that all employees receive safety training and education in accordance with the Occupational Health and Safety Act and any additional training specific to our operation which the joint Health and Safety and Environment Committee deems necessary, such as but not limited to: Ergonomics, Lockout, Ventilation, Environment.

18.08 National Day of Mourning
Each year on April 28th at 11:00 a.m., work will Stop

and One Minute of Silence will be observed in Memory of Workers killed or injured on the job.

ARTICLE XIX
TEMPORARY TRANSFERS

19.01 In the case of the temporary transfer of an employee made for the convenience of the Company and while work is still available on his regular job, an employee shall be paid at the higher of his hourly rate or the hourly rate of the classification to which he has been so transferred for the period of such temporary transfer. It is further agreed that transfers within classifications will be made with the consent of the employee concerned.

19.02 **An** employee temporarily assigned to perform work in other than his regular classification shall receive the hourly rate of his regular classification or the applicable rate of the other classification, whichever is the greater.

19.03 It is not the Company's intent to have work normally performed by bargaining unit employees performed by employees outside the bargaining unit on a regular basis except as referred herein. In such a case, the Company will endeavour to restrict the performance of such work on a regular basis to

situations involving instruction, experimentation work, development of new products, methods or operations. Abuses of above provisions will be brought to the attention of the Manager, Human Resources.

ARTICLE XX
TECHNOLOGICALCHANGE

20.01 Where the company has decided to introduce a technological change which will significantly alter the status of employees, the company shall undertake to meet with the Union to consider the minimization of adverse effects (if any) upon the employees concerned.

Employees with one or more years of continual service, who are subject to lay-off under conditions affected to above, will be given notice of the impending change in employment status, at the earliest reasonable time in keeping with the notification to the Union as set forth above, and the requirements of the applicable legislation. It is the intention of the Company to fill positions created as a direct result of changes in machinery or automation from within the bargaining unit wherever practical.

ARTICLE XXI
WAGES

21.01 Wages shall be paid according to the earnings chart in Appendix "A" attached to and forming part of this contract. The method of payment for all employees shall be direct deposit into a financial institution of the employees choice on Thursday of each work week on or prior to 5:00 p.m.

ARTICLE XXII
INSURANCE AND BENEFITS

22.01

(a) The Company will provide for insurance and benefits as set out in Appendix "C" attached to and forming part of this Agreement.

(b) The Company agrees as a matter of general practice to provide Weekly Indemnity coverage to an employee who has had a **Workman's** Compensation Board payment delayed as a result of a Workman's Compensation Board investigation. It is understood and agreed however, that the Company reserves the right in questionable cases to deny this coverage. ~~In~~ such a case the employee may not challenge such denial by way of the grievance procedure.



ARTICLE XXIII
LETTERS OF UNDERSTANDING

23.01 All letters of Understanding are attached to and form part of this agreement during its term.

ARTICLE XXIV
DURATION OF AGREEMENT

24.01 This Agreement shall be effective the 1st day of November, 1997—until the 31st day of October, 2000 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the Agreement.

24.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

24.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, prior to the expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties.

IN WITNESS WHEREOF each of the parties hereto
has caused this Agreement to be signed by its duly
authorized representatives this _____ day of
, 1998.

Signed on behalf of
**THOMAS BUILT BUSES OF CANADA
LIMITED**
Armand E. Campagnoni _____

Roger Bilbrough _____

Frank Jalsevac _____

Signed on behalf of
**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW -
CANADA) AND ITS LOCAL 636**

Ron Joyal _____

And its Local 636:
Garry Roberts _____

Steve Young _____

Mark English _____

Kevin Jackson _____

APPENDIX "A"

For the purposes of payment under the Collective Agreement, "non production employees" shall be those employees in the Yards, Material Handling and Maintenance Departments. "Production employees" shall be those employees in the bargaining unit other than those designated as "non production employees".

The Company shall establish a Production Standard and Earnings Chart for each day of production. The Production Standard and Earnings Chart shall be based on the number of units to be produced on the day concerned and shall be posted at least one week in advance. Earnings of Production Employees will be calculated weekly based on the number of units produced in accordance with the Production Standard and Earnings Chart as established by the Company for the days concerned.

Production Employees shall be paid at the hourly rate for the group concerned for each regular hour worked based on the number of units produced in accordance with Company specifications.

When the daily bus body production requirements have been completed as established by the Production Standard and to the satisfaction of the Company,

Production Employees may on completion of such specified production leave work for the day subject to the provisions herein. The pay of such Line Employees will be calculated as follows:

(a) Standard pay shall apply except as provided in item (b)

(b) Incentive pay will apply to the days on which incentive production is completed.

When various work groups of production employees as specified by the Company have completed their specified daily production to the satisfaction of their supervisor, and the production of bus bodies, as specified by the Company for the day concerned is completed, such groups may be allowed to leave work early and will be paid as though they had worked the full shift on the day in question. **An** employee must perform a minimum of 6 hours of regular work to qualify for the daily incentive program.

For the purposes of pay for all Production Employees, bus bodies shall be considered complete when released by the Quality Control Manager.

Non Production Employees, as defined herein will be paid in all cases at the Standard Rate for all regular hours worked by them and shall be required to work

the full shift each work day of the week.

Production Standards, specifications and the need for additional production shall be as established by the Company from time to time and shall not be the subject matter of a grievance under this agreement. The purposes of this program are:

- (1) To avoid the necessity of scheduling a four day week.
- (2) To provide increased earnings to employees when increased production is required.
- (3) To provide additional time off when required production schedules are completed to the satisfaction of the Company.

It is agreed and understood that either party may on seven days notice given in writing, terminate the forgoing provisions as they relate to a Daily Incentive Program. In such a case appendix "A" shall be revised in accordance with Exhibit #1 attached.

EXHIBIT #1

For the purposes of payment under the Collective Agreement, "non production employees" shall be those employees in the Yard, Material Handling and

Maintenance Departments. "Production employees" shall be those employees in the bargaining unit other than those designated as "non production employees".

The Company shall establish a Production Standard and Earnings Chart for each week of production. The Production Standard and Earnings Chart shall be based on the number of units to be produced in the week concerned and shall be posted at least one week in advance. Earnings of Production Employees will be calculated weekly based on the number of units produced in accordance with the Production Standard and Earnings Chart as established by the Company for the week concerned.

Production Employees shall be paid at the hourly rate for the group concerned for each regular hour worked based on the number of units produced in accordance with Company specifications.

When the weekly bus body production requirements have been completed as established by the Production Standard and to the satisfaction of the Company, Production Employees may on completion of such specified production leave work for the week subject to the provisions herein. The pay of such Line Employees will be calculated as follows:

- (a) Standard pay shall apply except as provided in

item (b)

(b) Incentive pay will apply to the days on which incentive production is completed.

When various work groups of production employees as specified by the Company have completed their specified weekly production to the satisfaction of their supervisor, and the production of bus bodies, as specified by the Company for the week concerned is completed, such groups may be allowed to leave work early on the last scheduled day of the work week. Such employees will be paid as though they had worked the full shift on the day in question.

All Production Employees will complete each full shift during the week until the required production as established by the Company is completed for the week. For the purposes of pay for all Production Employees, bus bodies shall be considered complete when released by the Quality Control Manager.

Non Production Employees, as defined herein will be paid in all cases at the Standard Rate for all regular hours worked by them and shall be required to work the full shift each work day of the week.

Production Standards, specifications and the need for additional production shall be as established by the

Company from time to time and shall not be the subject matter of a grievance under this agreement. The purposes of this program are:

(1) To avoid the necessity of scheduling a four day week.

(2) To provide increased earnings to employees when increased production is required.

(3) To provide additional time off when required production schedules are completed to the satisfaction of the Company.

**PRODUCTION STANDARD
AND EARNINGS CHART**

Wage Class	Standard Rate	Incentive Rate
1	17.63	18.46
2	17.80	18.66
3	17.97	18.85
4	18.16	19.07
5	18.33	19.27

1. Production Employees will be paid on Units clearing their area as per Appendix "A".
2. Production Employees in Seat Frame, Upholstery, Window Fabrication Departments and certain potential new jobs will be assigned specific quantities of work to be completed as per Appendix "A".
3. Non Production Employees will be paid based on standard rate in all cases.

4. Appendix "A" details methods of payment and work incentives.

5. New employees will be paid \$00.25 per hour less than their assigned classification during their probationary period.

6. Students will be paid \$2.00 per hour less than their assigned classification.

7. All work on shifts which commence on or after 12 noon but before 8 p.m. on the same day will be paid \$0.40 second shift premium.

All work on shifts which commence on or after 8 p.m. but before the following 4 am will be paid \$0.45 third shift premium.

INCREASES

November 1st, 1998	\$00.20 per hour on all rates
November 1st, 1999	\$00.20 per hour on all rates

COST OF LIVING ALLOWANCE

A Effective January 2nd, 1998, and thereafter during the period of this agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1986=100, hereafter referred to as the "1986 Consumer Price Index" or "1986 CPI".

In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 Index point - i.e. .05 and greater rounded upward and less than the .05 rounded downwards.

The COLA shall be computed using the three month average of the 1986 CPI for June 1997, July 1997 and August 1997 as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

Effective Date of Adjustment	Base Upon Three Month Average of the 1986 CPI Form
First pay period beginning on or after January 2 nd , 1998 and at three calendar month intervals thereafter.	September 1997, October 1997, November 1997 and at three month calendar month intervals thereafter.

One cent (1¢) adjustments in the cost of living shall become payable for each .095 increase in the Consumer Price Index.

For the purposes of the Collective agreement, any paid COLA shall be treated as if it were incorporated into the base rate

B: in the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same basis as the Index for 1986.

C. The C.O.L.A. Float as of November 1, 1997 is **\$00.25**.

D. Effective November 1, 1997, **\$00.50** of the current C.O.L.A. float will be folded into the established pay rates. The balance remaining shall be retained as a float. Effective November 1, 1998, **\$00.25** of the C.O.L.A. float will be folded into the established pay rates.

APPENDIX "B"
VACATIONS WITH PAY

Employees working for the Company in the twelve month period preceding June 15th shall be entitled to vacation pay in accordance with the following schedule according to the Employee's length of continuous service.

Length Service	Time Off	Vacation Pay
1. Less than	At Company's Discretion	4% of Gross Wages one (1) year earned during the period prior to June 15th.
2. More than (1) year & Less than (5) years	10 Working Days	4% of Gross Wages earned during the year prior to June 15th
3. More than (5) years & Less than (10) years	15 Working Days	6% of Gross Wages earned during the year prior to June 15th

4. More than (10) years & Less than (12) Years	15 Working Days	7% of Gross Wages earned during the year prior to June 15 th .
5. More than (12) years & Less than (20) Years	15 Working Days with 5 additional days at the employees option	8.5% of Gross Wages earned during the year prior to June 15 th .
6. More than (20) years & Less than (25) Years	20 Working Days with 5 additional days at the employees option	10.5% of Gross Wages earned during the year prior to June 15 th .
7. More than (25) Years	25 Working Days with 5 additional days at the Employees option.	12% of Gross Wages earned during the year prior to June 15 th .

APPENDIX "C"
INSURANCE AND BENEFITS

1. Subject to the introduction of government sponsored plans or to the amendment or extension of existing government sponsored medical and health plans and subject to the terms and conditions of the master policies governing the following plans the Company shall pay the full premium cost of the following plans on behalf of all eligible employees who have completed their probationary period.

(a) Prescription Drug Plan. non-deductible

(b) Weekly Indemnity, commencing the first day of an accident, the first day in hospital, and the seventh day of sickness, and first day of outpatient, of 2/3 of salary up to 2/3 of the Unemployment Insurance Commission maximum insurable earnings, for a period up to 39 weeks. Any additional medical forms requested shall be paid for by the Company.

(c) Group Life Insurance of \$23,000.00 with an additional \$23,000.00 in case of accidental death.

Effective November 1st, 1998 this will increase to **\$24,000.**

Effective November 1st, 1999 this will increase to **\$25,000.**

(d) A Basic Preventative Dental Plan for employees with at least one years seniority shall continue for the duration of the Collective Agreement. Payment of claims shall be based on a one year lag on O.D.A. Rates.
All of the above include a 9 month check up provision.

(e) A Vision Care Plan for employees, \$140.00 per 24 months for each family member.

(f) The Company will cover 100% of the costs in a benefit year for employees only for licensed Chiropractors, including a maximum of one x-ray examination per speciality each benefit year.

(g) The Company may at its discretion change carriers for any of the above mentioned plans, provided existing benefits are maintained. The Company will advise the Union in writing of any such changes.

2. The Company will continue to pay the full cost of the above coverage for eligible employees on lay-off or leave of absence until the end of the month following the month of lay-off or leave of absence occurred. The Company shall continue to pay the full cost for coverage of eligible employees absent on sick leave or on compensation for the twenty-four month period following the commencement of such sickness or compensation. Extensions granted by the Company under Article 10.02

shall also be covered

3. If, as a result of the establishment of the new Unemployment Insurance benefits applicable to employees incapable of work due to injury or illness, any savings, rebates or premium reductions are hereafter payable or granted, either to the Company or its employees the full amount of such savings rebates or premium reductions shall accrue solely to the benefit of the Company notwithstanding anything to the contrary in any government legislation.

4. (a) The Company agrees to continue, during the term of the Collective Agreement, the Company Pension Plan which will provide for an annual pension benefit from age 65 in the amount of \$28.00 for each month of credited service for past years and future years. This pension benefit will increase to \$29.00 November 1, 1998 and \$30.00 November 1, 1999.

(b) (i) Effective November 1st, 1997 employees aged 62 years or older with a minimum of ten (10) years credited service will be entitled to full pension, with a supplemental benefit of \$5.00 for each month of credited service until they attain the age of 65 years. This supplement will increase to \$6.00 November 1, 1998 and to \$8.00 November 1, 1999.

(ii) Employees with a minimum of ten (10) years

credited pension service may elect to take retirement as early as age 55 years with a reduced monthly pension and supplemental benefit. i.e. The basic benefit would have a $\frac{1}{2}\%$ per month reduction from age 62. The supplement would equal actuarial equivalent through to 65 years

(c) It is agreed and understood that any employee entitlement to pension benefits shall be subject to the specific provisions of the Master Plan.

(d) Employees will be eligible for membership in the Pension Plan on the first day of the month next following completion of one year of service.

(e) The vesting privileges of the Plan are ten (10) years of service for service credits accumulated prior to January 1st, 1987 and two (2) years in the plan for service credits accumulated after January 1st, 1987.

(f) Current Retirees (11) eleven shall receive \$500.00 per year for the term of this agreement, payable on December 13th of 1997, 1998 and 1999.

(g) From the age of retirement to 65 years old the Company will pay for Drugs, Vision Care and Hearing Aids effective November 1, 1997 for past and future retirees

(h) The Company agrees to pay into a special fund one cent (1 cent) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. effective from date of ratification and sent by the Company to the following address:

C.A.W. Paid Education Leave program
C.A.W. Canada
205 Placer Court, North York
WILLOWDALE, ONT.
M2H 3H9

LETTER OF UNDERSTANDING
BETWEEN
THOMAS BUILT BUSES OF CANADA LIMITED
AND
LOCAL C.A.W 636

Gentlemen:

Notwithstanding the exclusion of students employed during the school vacation period and persons regularly employed for not more than 24 hours per week in Article I of the Collective Agreement, it is understood and agreed between the parties that in the event the Company employs persons in either category during the term of this Agreement and assigns such employees to production work normally performed by members of the bargaining unit, the rates of pay applicable to such persons shall be those set out in Appendix "A" of the Collective Agreement. In all other respects the provisions of the Collective Agreement shall not be applicable to such persons.

LETTER OF UNDERSTANDING

BETWEEN

THOMAS BUILT BUSES OF CANADA LIMITED

AND

LOCAL C.A.W. 636

POLICY REGARDING WORKING OVERTIME

The criteria for the assignment of employees to work overtime will be as follows:

1. The employee that normally performs the job will be asked first with the exception of students. It is understood, however, that overtime work will be assigned to regular employees rather than students.
2. If this employee is not available the Supervisor will approach another qualified employee within the area giving preference to seniority whenever possible.
- 3: If the overtime work cannot be filled from the above, the Supervisor shall approach the next most senior qualified employee plant wide. To assist with this

selection an employee wishing to perform overtime work outside of his area is requested to advise his Supervisor and have his name placed on a list indicating their qualifications. Whenever possible, employees will be notified at least 4 hours in advance when they are expected to perform overtime work.

LETTER OF UNDERSTANDING
BETWEEN
THOMAS BUILT BUSES OF CANADA LIMITED
AND
LOCAL C.A.W. 636

In the event of a work shortage for the purpose of layoffs after Mounting and its associated areas, due to chassis shortage, seniority will govern in the following manner:

Employees other than group one that are affected by this lay-off will be allowed to bump employees within their classification provided that:

1. The employee being bumped has less seniority.
2. The senior employee has performed the job satisfactorily in the past.

Employees being bumped will displace the lowest employee on seniority, unless the lowest position is other than group one. In this case the senior employee can **only** bump the position if:

1. The same lesser wage classification applies.
2. The senior employee has performed the job satisfactorily in the past.

If the above do not apply the employee being bumped will displace the lowest group one position and retain his/her former wage classification for a period of 30 working days.

Employees in the group one category that are affected will displace the lowest employee on seniority within the same wage group.

Employees other than group one will retain the right to return to their original jobs if it becomes available within a six (6) month period.

Under no circumstances will any of the above mentioned job displacements create job bids.

LETTER OF UNDERSTANDING
BETWEEN
THOMAS BUILT BUSES OF CANADA LIMITED
AND
LOCAL C.A.W. 636

POLICY REGARDING PREBUILD PROGRAM

It is agreed and understood that as a result of the prebuild program certain Group 3 jobs may be available. In such a case, notwithstanding article 9.06 - Job Posting, the following procedures shall apply.

1. The company shall post an initial notice indicating that such Group 3 jobs will be available as a result of the prebuild program.
2. Eligible employees interested in these jobs shall contact the Manager, Human Resources, or his designate, and have his name placed on a list. Leadhands, Maintenance Men and Inspectors are not eligible.
3. The list, once compiled will be used to select employees for such work based on the following factors:

1. Seniority

2. Qualification including efficiency skill and the ability to perform the job.

It is agreed that only where factors in clause no. 2 are equal to the satisfaction of the company, will seniority as herein defined govern.

4. **Any** vacancies created as a result of this procedure shall not be posted.

5. Upon completion ~~of~~ such work the employee shall return to his former job.

LETTER OF UNDERSTANDING
BETWEEN
THOMAS BUILT BUSES OF CANADA LIMITED
AND
LOCAL C.A.W. 636
CONTRACTING OUT

The Company agrees to Notify the Union when production work normally performed by the members of the Bargaining Unit is being contracted out. The Company further agrees to supply the Union with a list of such work that is being contracted out as of the date of ratification, by no later than 20 days after ratification such notification will give a general description of the work and the estimated time of the contract.

If the Union requests, the Company and the Union will meet to discuss the reasons for the contracting out the production work and possible alternatives to such contracting out.

FORM

**To: THOMAS BUILT BUSES OF CANADA
LIMITED**

DATE.....

I hereby assign to Local Union No. 636 National Union C.A.W. from any wages earned or to be earned by me as your employee such sums as the Financial Officer of said Local Union No. 636 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the National Union C.A.W. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while such authorization is in effect.

This assignment, authorization and direction shall be irrevocable until the termination of the Collective Agreement between the Company and the Union which is in force at the time of delivery of this authorization.

.....
Signature of Employee

.....
Address of Employee

PLANT HOLIDAYS

	1998	1999	2000
Good Friday Floater	April 10 May 15	April 2 May 21	April 21 May 19
Victoria Day	May 18	May 24	May 22
Canada Day	July 3	July 2	July 17
Civic Holiday Floater	August 3 September 4	August 2 September 3	August 7 September 1
Labour Day	September 7	September 6	September 4
Thanksgiving	October 12	October 11	October 9
Paid Holiday	December 24	December 24	
Christmas	December 25	December 27	December 25
Boxing Day	December	December	December

3
3
3
4
4
5

	28	28	26
Paid Holiday	December 29	December 29	December 27
Paid Holiday	December 30	December 30	December 28
Paid Holiday	December 31	December 31	December 29
New Year's	January 1		January 1