

TORONTO MAINTENANCE CONTRACT

This agreement made and entered into this 30th day of May, 2007.

TRENTWAY-WAGAR INC.

the "Company"

RECEIVED
R06/06/07

and

LOCAL 1624 OF THE AMALGAMATED TRANSIT UNION

the "Union"

DISKETTE

EFFECTIVE: with signing
TO: January 31, 2010

13726(01)

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SECTION ONE CONDITIONS

ARTICLE 1 • RECOGNITION

- 1.01 The Company recognizes the Amalgamated Transit Union as the sole and exclusive bargaining agent for all garage employees, including bus washers/cleaners of Trentway-Wagar Inc, employed in the Greater Toronto Area excluding casual employees, supervisors and those above.

ARTICLE 2 - DEFINITIONS

- 2.01 a) **BUS WASHER:** Employees whose primary function is to clean vehicles and other activities as required by the Company. The Company will determine the number of employees required to operate vehicles in the care and control of the Company as part of their job function.
- b) **LEAD-HAND BUS WASHER:** Employees whose primary function is to clean vehicles and other activities as required by the Company in addition to organizing and coordinating the activities of the Bus Washing Employees when the Company's supervising staff is not on duty.
- c) **SERVICEMAN:** Employees whose primary function is to perform those tasks associated with the preventative maintenance to the vehicles determined by the Company and other activities as required by the Company.
- d) **MECHANIC:** Employees whose primary function as a holder of a valid mechanics license, is to maintain in a good and safe operating condition the vehicles operated by the Company and other activities as required by the Company.
- e) **PREPPER:** Employees whose primary function is to clean vehicles and other activities as required by the Company. This employee would not be required to have a "DZ" licence.
- f) **APPRENTICE:** Employees who are enrolled in a Ministry of Training, College and University Program associated with the 310T mechanic designation through the Company.
- 2.02 "Hire Date" will be the date that the Human Resources Department has confirmed that a new hire's file has all required information that includes in part, a completed application form, confirmation of reference checks, Vulnerable Sector Criminal Check, all the required documents confirming the completion of the Company's Training Program, Drivers' Abstract confirming the New Hire meets the Company's minimum licence requirements.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 It is agreed that the Union and the employees will not engage in union activities during working hours except as specifically permitted by this Agreement or in writing by the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except as otherwise expressly abridged or modified by this collective agreement, nothing shall be deemed to limit the Company in its function of operating and agree that it is important for the Company to be as efficient and cost effective as it determined it can be. 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 the agreement are violated in the exercise of these rights;
 - (c) determine the nature and kind of business conducted by the Company, the services to be provided, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, the number of personnel to be employed, 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 here before 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.
- 4.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 All full-time and Part-time employees covered by this agreement will as a condition of employment, upon date of hire, become and maintain membership in the Union. All new employees covered by the Agreement will become members of the Union. Initiation fees will be deducted in three equal payments and spread over the new employees' first three pay periods in which the employee earns wages.
- 5.02 If a member or members of the Executive are required to book off work to settle a grievance initiated by an employee, or the Union, they will be paid by the Union.
- 5.03 If a member or members of the Executive of the Union are required to attend meetings at the request of the Company, the Company will pay to the member or members lost wages. This provision does not apply to discipline, grievance, or negotiation meetings.
- 5.04 The Union will notify the Company in writing of the name or names of each elected or appointed officer and steward.
- 5.05 The Company agrees the Officer's of the Union will not be hindered, coerced, restrained, or interfered with in any way while performing their duties, investigating disputes, and/or presenting grievances. The Union understands and agrees each Officer is employed to perform work for the Company and will not leave their work during on-duty hours except for attending grievances, disciplinary and labour hearings with the company. Therefore, no Officer will leave their work without first obtaining the permission of their immediate

supervisor. With prior approval, it is understood the Company will not unreasonably withhold such permission.

It is further understood an Officer or Steward will, in the exercise of their functions there under, take every available measure to prevent any disruption in the normal work of the employees and the operations they perform.

- 5.06 The Company will deduct from the remuneration due to each employee covered by this Agreement monthly dues and assessment fees in accordance with any directive from the executive of the Union as long as the calculations can be easily performed by the Company's payroll system. Without limiting the generality of the foregoing, the Company agrees to collect from new employees an initiation fee as set periodically by the Union. During the life of the contract dues may increase in accordance with the Union's constitution and bylaws.
- 5.07 Deductions will be made from each pay received by an employee and will be forwarded to the Treasurer of the Union within seven (7) calendar days following the date of such deduction. Accompanying each remittance of dues and assessment fees, the Company will provide the Union with a listing of all Union employees with their deductions. The Company agrees to set out on the employees T-4 federal taxation form the amount of the annual deductions paid to the Union for the taxation year to which said T-4 applies.
- 5.08 The Union agrees to indemnify and to save the Company harmless for any and all claims which may be made against the Company by any employee or employees arising out of any amounts deducted from their pay as provided in this Article.
- 5.09 With sufficient advance notice, the company will grant leave for no more than one officer at a time to attend conventions or educational seminars which are sponsored by the Amalgamated Transit Union, Canadian Labour Congress, or the Ontario Federation of Labour, without additional expense to the Company.

With sufficient advance notice, the company may consider granting leave for more than one officer at a time to attend conventions or educational seminars which are sponsored by the Amalgamated Transit Union, Canadian Labour Congress, or the Ontario Federation of Labour, provided there is sufficient manpower to cover all work without additional expense to the company.

- 5.10 **The Union Executive Board and Officers will include the following:**

President - Business Agent
Vice-president
Recording Secretary
Financial Secretary/Treasurer
Grievance Chairperson
Eastern District Representative
Stewards (Officers)

- 5.11 In order to develop and maintain a productive relationship, the Company and the Union will endeavor to hold Company/Union meetings to establish an environment for the opportunity to discuss and exchange information of any and all matters of mutual interests. These meetings should not replace the activities of other specific committees such as Health and Safety that the parties have formed.

For each meeting, a list of topics will be discussed and communicated to the other party seven (7) days prior to the meeting, in order to facilitate the preparation of a joint agenda. This article will not be the subject of any grievance.

ARTICLE 6 - GENERAL

- 6.01 The Company will provide a bulletin board for the Union at the facility covered by this agreement in which the Bargaining Unit members work. They will be placed so that all employees may easily view the bulletin board. The Union will have access to them to post notices of meetings, elections, social and recreational affairs. **Any** other postings must have the prior approval of the Employer.
- 6.02 **An** employee will have the right to access and review their personnel file in the presence of a Company designate and will have the right to respond in writing to any document contained therein. Such reply will become part of their permanent record.
- 6.03 The illegality or non-validity of any provision herein will not affect any other provisions herein.
- 6.04 Where the male gender is used in this agreement, it will be understood that it includes the female gender.
- 6.05 An employee's hours of work and safety regulations will be governed by the requirements of the Canada Labour Code and Regulations except where the parties have agreed otherwise in this collective agreement.
- 6.06 Correspondence between the Company and the Union arising out of this Agreement or incidental thereto will pass to and from the Company and the Union by verifiable delivery.

ARTICLE 7 NEW POSITIONS

- 7.01 Where the company determines a need to fill a vacant position within the bargaining unit, it will communicate the job position to the union and its members by verifiable means.

It is understood that the company will select the most qualified person for the position. Consideration will be given to the current employees applying for the position recognizing their qualifications, skills, ability and seniority.

ARTICLE 8 - REQUIREMENTS OF EMPLOYMENT

- 8.01 It is a condition of employment that full-time and part-time employees must be the holder of and continue to maintain a valid Class "D" Operator's License including a "Z" endorsement.

Employees in the Bus Washer Category as set out in Article 2.01 that are not required as part of their normal duties with the Company, to operate vehicles in the care and control of the Company, would not need to meet this requirement.

The company will make available the training and opportunity for employees to upgrade their license. Employees will participate in all such activities on a non-remunerated basis outside their working hours.

- 8.02 While employed with the Company, an employee must report immediately to their supervisor if convicted or found guilty of an offense that will affect their Class "D" Operator's license with a 'Z' endorsement.

- 8.03 a) The Union recognizes the responsibility of the Company to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- b) The Company respects the confidentiality of employee medical records. Under normal circumstances, the Company also recognizes the entitlement of its employees to their own choice of physician.
- c) Where the Company specifies on reasonable grounds to be of the opinion that an employee may be medically unfit for work and it questions the medical evaluation provided by the Employee, then for these purposes only it is recognized that the Company has the right to send the Employee to the Company physician to undergo a medical assessment, at the Company's expense for the particular problem specified on reasonable grounds, sufficient for the Company physician to be able to provide the Company with a medical opinion as to the employees fitness to work.
- 8.04 It shall be a condition of employment that employees notify the Company **and union** of any change of address or telephone number **within seven (7) days**. The Company shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 8.05 The Company has initiated alcohol and drug testing and, whether it is random or post accident, etc. all costs will be borne by the Company. Payment for pre-employment drug testing will be the responsibility of the applicant. If an employee is required to report for testing outside their work shift they would be paid for two (2) hours at their regular hourly rate. If they are required to report for testing during their work shift they would continue to be paid their regular hourly rate of pay for the time away from the workplace. The Company will endeavour to have testing done during the work shift. If an Employee is required to drive their own motor vehicle for the test they would receive **\$.46** per kilometer for doing so.
- 8.06 **An employee has an obligation to arrive at work fit for duty which includes having had appropriate rest and not being impaired for any reason.**
- 8.07 The Company will obtain from each employee quarterly, who is required to drive a company vehicle, a completed Certificate of Violations indicating any offense that has, or could impact the employee's ability to be in compliance with their driver's license. Failure to give the required notification or, if an employee makes a false statement, could result in discipline to the employee, up to and including dismissal.

ARTICLE 9 - EMPLOYEES PROBATIONARY PERIODS

- 9.01 Full-time and Part-time employees will be on a probationary basis for period of (720) regular working hours from their first day of work within the bargaining unit. A probationary employee shall have no seniority rights and the discharge or discipline of probationary employee will not be subject to recourse under the grievance procedure for this agreement. Upon successful completion of the probationary period, the employee's name will be placed on the seniority list and he will be credited with seniority from the date he last joined the Company.

Employees shall serve their probationary period at the time of their first employment in the bargaining unit and will be required to serve an evaluation period with a change of status or position.

When a full-time and part-time employee is promoted or transferred to a new classification, the employee shall serve an evaluation period of (720) regular working hours. During this period the Company will have the right to return the employee to his original classification so long as the company does not act in an arbitrary or discriminatory manner. Also, during this evaluation period the Employee will have the right to return to his original classification.

ARTICLE 10 - GRIEVANCE PROCEDURES

- 10.01 A grievance under this Agreement will be defined as a difference of opinion between the Company and the Union or an employee as to the interpretation, application, administration or alleged violation of this Agreement.
- 10.02 The Chairperson and Stewards, so long as they remain employees of the Company, or while they are proceeding through the grievance/arbitration process relative to their employment in that capacity, will constitute the grievance committee until their successors are chosen.
- 10.03 It is the mutual desire of the parties hereto those complaints of employees shall be dealt with as quickly as possible and it is understood that an employee has no grievance until he has first given his supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred or should have been known to occur... If the supervisor is unable to adjust a complaint to the mutual satisfaction of the supervisor and employee, within two (2) working days from the date the complaint was presented to him, the employee may take the matter up as a grievance within three (3) working days following advice of his supervisor's decision in the following manner and sequence:
- 10.03 STEP ONE - an employee having a grievance, along with their respective Steward, will submit the grievance in writing to the Toronto Manager (or designate) of the Company. The nature of the grievance, the remedy sought, and the section or sections of the agreement which are alleged to have been violated, shall be set out in the grievance. The Toronto Manager, or designate, will reply to the grievance in writing within fifteen (15) days from the filing of the grievance. Failing settlement then:
- 10.04 STEP TWO - Failing satisfactory settlement after STEP ONE, the Union and the Company designates will meet at a time and place determined by the parties, but in any event no later than thirty (30) days from the filing of the grievance to discuss the matter.
- 10.05 STEP THREE - Failing a satisfactory settlement at step two, written notice of intention to submit the grievance to arbitration will be given within ten (10) days from the date of the meeting in step two. The request for arbitration will be hand delivered or faxed by the sender, dated, and signed by the recipient. The notice will contain the name of the first party appointed to the arbitration board. The recipient of the notice will within ten (10) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected will, within ten (10) days of the appointment of the second of them, appoint a third person who will be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment will be made by the Minister of Labour for Canada, or designate as provided by statute or otherwise, upon the request of either party.

- 10.06 For the purpose of calculating time periods, in this article Saturdays, Sundays and Statutory Holidays will be excluded.
- 10.07 The Arbitration Board will hear and determine a difference or allegation and will issue a decision and the decision is final and binding upon the Union and the Company. The decision of a majority is a decision of the Arbitration Board, but in no event will the Board of Arbitration have the power to change this agreement, or to alter, modify or amend any of its provisions.
- 10.08 Each party will pay one-half of the fees and expenses of the Chairperson and bear the costs of their nominees to the Board of Arbitration.
- 10.09 Where requested and agreed upon by the Union and the Company, the parties may agree to waive the three (3) person arbitration board (outline in Article 10.05) and have only one (1) arbitrator hear a particular grievance.
- 10.10 The parties may extend time limits or by-pass steps in the foregoing procedure by mutual agreement only in writing. Failure by a grievor or grieving party to observe the time limits imposed for initiating grievance, moving a grievance to the next step or calling for arbitration, shall be deemed an abandonment of the grievance.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 **An** Employee will not be disciplined or discharged nor will entries be made against an **Employee's** record without sufficient cause, and in each case where disciplinary action is taken, the Employee will be given a written statement of the precise charges against the Employee and the disciplinary action to be taken prior to the commencement of such discipline. However, the Employee may be notified of such discipline by telephone while the written notification is in transit. Notification thereof will be furnished to the Union simultaneously therewith by telephone or in person pending receipt of a copy of the written statement that will be placed in the personnel file. Required meetings for the purpose of investigation will not need to meet the requirements of this Article. **An** Employee may be withheld from service for the purpose of the investigation, however, the Employee would receive their normal rate of pay for each day after 48 hours (save and except Saturday, Sunday, and Statutory Holidays) if the matter has not been finalized.

Documents from an Employee's file to be used in a discipline matter will be supplied to the Employee and the Union at the time of the hearing or, if time permits at least twelve (12) hours prior to the hearing.

- 11.02 a) Provided there is no re-occurrence of a related or similar incident the record of an Employee shall not be used against them at anytime after twenty-four (24) months from the occurrence of the incident and will be removed from the file in accordance with the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA).
- b) Preventable accidents shall be kept on an Employee's record for a period of 36 months unless further entries occur within the 36-month period. **An** Employee's accident record shall only be cleared when he has driven 36 months from their last preventable accident without another preventable accident of any kind.
- c) **Complaints from persons other than customers about the Operating habits of a employee shall not form the basis for disciplinary action involving a suspension unless the Company has received the complaint in writing, and has given the employee an opportunity to respond to the complaint in writing. This does not apply with respect to law enforcement agencies.**

- 11.03 a) An Employee may be dismissed or suspended immediately for reporting for duty under the influence of alcohol and/or drugs, gross misconduct, dishonesty or insubordination, and the requirements of Article 8.01 must be satisfied within seven (7) calendar days of the Company having taken such action. The Company will notify the Union at the time of first taking the action with the Employee.

In the case of an accident, or observed serious safety concern, no disciplinary action will be taken until the completion of the investigation. However, an Employee may be withheld from service until the investigation has been completed. A meeting will be called within seventy-two (72) hours of being withheld if circumstances allow, except in the case of a serious accident. Where the Employee is found to be at fault, this period shall be applied as part of a suspension period if applicable.

- b) Any Employee caught tampering with any Company maintenance documents will be dealt with severely by either the Union and/or the Company.

- 11.04 If, as a result of an appeal at the final hearing, the discipline or the discharge is revised or cleared, the record of the Employee will be corrected accordingly and the Employee will be paid for any loss of earnings in accordance with the decision rendered plus reasonable travel expenses if the same were incurred as a result of a hearing having taken place at a point other than the normal workplace of the Employee involved.

- 11.05 An Employee that is off work due to sickness for three or more consecutive days may be required to furnish the Company with a doctor's certificate.

For the purpose of this article, a sick-day is defined as a day that an Employee asks to be removed from any work assigned or is unable to report to work due to medical reasons after being scheduled or called by the company. An Employee is required to give the Company at least four (4) hours notice that they are unable to report to work.

If an employee is unable to report to work and is unable to provide a satisfactory reason acceptable to the Company for not doing so, the employee would undergo progressive discipline.

- 11.06 Generally speaking, in the event that it is necessary to discipline an Employee covered by this Agreement, such proceedings will take place at the employee's normal work place.

ARTICLE 12 - LAY OFFS (FULL TIME)

- 12.01 Subject to article 12.02, in the case of a layoff of a full-time employee from the bargaining unit, seniority shall govern as between all individual full-time employees so long as the senior employee has the necessary qualifications, skill and ability to perform the available work efficiently.

- 12.02 Where a full-time employee with greater seniority is laid off and/or displaced from his job, he shall in turn displace the most junior employee in the job for which he has the necessary qualifications, skill and ability to perform efficiently in the following manner and sequence:

- (a) displaces the most junior employee within his same classification; if no job is available, then

- (b) displaces the most junior employee in a lower rated classification; if no job is available, then the employee shall be laid off.

No employee subject to layoff shall displace another employee who is employed in a higher classification.

Employees laid off pursuant to this Article will be recalled to the bargaining unit in reverse order of layoff and job classification, provided they have the necessary qualifications, skill and ability to perform the available work efficiently.

A temporary layoff shall be deemed to be a layoff of up to and including five consecutive working days. A full-time employee may be placed on temporary layoff without regard to seniority. In no event will a full-time employee be required to lose more than fifteen working days during a twelve month period because of temporary layoff.

In the case of a layoff or recall, if a senior full-time employee displaces a junior full-time employee in a job, the senior employee shall be paid at the junior employee's job rate while performing that job.

- 12.03 The company will maintain employee benefits for all temporary laid-off maintenance workers for the period up to a maximum of 6 months.
- 12.04 Laid-off full-time employees will continue to accumulate company service and seniority, while the layoff is in effect.

ARTICLE 13 - LEAVE OF ABSENCE (PERSONAL DAYS)

- 13.01 Employees will, provided it does not interfere with the on going operations of the Company, upon written application to the Company and subject to written approval from the Company, be granted leave of absence without pay for personal reasons or to attend Union business or Educational Conventions. Employees while on a leave of absence, accepting employment with a competitor, will be deemed to have terminated their employment. The company will not deny any employee a leave of absence while a lay-off is in effect in their job classification provided that there are employees available who have the qualification, skill and ability to perform the available work.
- 13.02 At the Company's expense, and only once in each calendar year an Employee's benefits as set out in Article 15 will be maintained during the first thirty (30) days of a leave of absence. Following which the Employee will have the option of paying the cost of their benefits for the period extending the leave to a maximum of six months from the first day that the leave of absence began and will not accumulate any additional seniority in reference to vacation and sick days. Date of service and seniority ranking will always remain the same.
- 13.03 The Company will not deny any employee a leave of absence for the purpose of filling an Office with the Union or any other elected office up to a maximum two (2) years. It is further understood that said member will accumulate seniority during such leave and will be reinstated with full seniority upon completion of such term provided they meet the qualifications, skills and ability to perform the available work efficiently.

An employee who accepts a position with the Company outside the bargaining unit shall continue to accumulate seniority for a period of 6 months. After that 6 month period, the employee will retain his accumulated seniority up to the transfer date.

13.04 Compassion Maternity and Parental Leaves will be granted in accordance with the requirements of the Canada Labour Code and related Regulations and the Company will pay the cost of benefits as set out in Article 15 to a maximum of a 52 week leave period.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 Every full-time Employee is entitled to and will be granted, in the event of the death of a member of their immediate family, bereavement leave on any of their normal working days which occur during the three days immediately following the release of the body. Employees will be paid according to the applicable rate of pay for each of the three days if they had been, or would have been, assigned work. Employees will be granted a day off without pay for the spring interment of a member of their Immediate Family.

(a) Extended Bereavement/Mourning Leave

Subject to Article 13.02 and if sufficient Employees are available to meet the Employee requirements of the Company, every full-time Employee will be granted, in the event of the death of a member of their immediate family, extended bereavement leave (without pay).

(b) Immediate Family

Includes: spouse or common-law partner; employee's father and mother and the spouse or common-law partner of the father or mother; employee's children and the children of the employee's spouse or common-law partner; employee's grandchildren; employee's brothers and sisters; employee's grandfather and grandmother; the father and mother of the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or whom the employee permanently resides.

COMMON-LAW PARTNER means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

(c) Subject to the operating requirements of the Company, an Employee with prior written approval would be given time off without pay to attend the funeral of a sister-in-law, brother-in-law, son-in-law and daughter-in-law.

ARTICLE 15 - VACATION AND RETIREMENT

15.01 All Full-time employees will accumulate vacation pay and vacation leave at the following rate:

Completion of 1 year of Full-time employment, vacation pay will continue to accumulate at 4% and the employee will be entitled to 2 weeks off.

Completion of 5 years of Full-time employment, beginning with the first pay period in the month after an employee has completed 5 years of service, vacation pay will accumulate at 6%. **An** employee will be entitled to 3 weeks off once he has completed 6 years of service.

Completion of 10 years of Full-time employment, beginning with the first pay period in the month after an employee has completed 10 years of service, vacation pay will accumulate at 8%. **An** employee will be entitled to 4 weeks off once he has completed 11 years of service.

Completion of 20 years of Full-time employment, beginning with the first pay period in the month after an employee has completed 20 years of service,

vacation pay will accumulate at 10%. An employee will be entitled to 5 weeks off once he has completed 21 years of service.

15.02 Vacation pay for Part-time employees will accumulate at the rate of 4% until they have completed six years of continuous service and six percent 6% thereafter.

15.03 Vacation pay will be paid to full-time employees by direct deposit at the time the pay period is processed, in which the vacation days, to which the vacation pay relates, fall. With advance notice to payroll, an employee can ask for payout of accumulated Vacation Pay provided the Employee has taken the required by Law vacation time off in any calendar year.

15.04 Vacations will be subject to approval by management and the operating requirements of the Company. Restrictions may be placed on the time of vacation, number of consecutive weeks and the number of employees off by job classification at the same time. Vacation period(s) will be requested on a seniority basis.

a) A list will be posted in the work place the first Monday in November listing the name of each Employee and the length of vacation time available to them between February 1st and January 31st each year. A second list will be posted at the same time showing the number of available spots each week in the fifty-two (52) week period for employees to book their vacation. Vacations will be granted automatically by Seniority up to the number of available spots in any given week. Any vacation requests over and above the maximum number of available spots will be confirmed fourteen (14) days in prior to the vacation request.

(b) **At the completion of the process, the list will be posted a second copy will be sent to the Union.**

15.05 Vacation week(s) shall begin at 00:00:01 Monday and end at 23:59:59 on a Sunday. Exceptions must be mutually agreed to in advance.

15.06 Employees will be required to take their entitled vacation leave in accordance with the minimum standards as set-out in Section 184 of Part 111 of the Canada Labour Code. Currently the minimum standard is two weeks and after six years of continuous employment, three weeks.

An employee may take them as a single day or any group of multiple days as agreed to by the employee and the Company.

15.07 MANDATORY RETIREMENT AGE. **An Employee** who reaches the normal retirement age of 65, and who has given notice prior to December 31st to the Company and the Union that they do not wish to retire would continue working after age 65. The **Employee** would be required to have **all required licenses** in good standing, pass an annual medical physical administered by a Company physician at no cost to the **Employee** and pass a skills competency test. In no instance will an **Employee** be allowed to work beyond their 70th birthday.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The Company will recognize the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

16.02 If an Employee works on a Statutory Holiday they will, in addition to their holiday pay, be paid one and one-half times their regular rate of pay.

16.03 If a paid holiday falls or is observed during an employee's vacation period, they will be granted an additional day's vacation for each holiday, on the end of their regular vacation time upon request prior to vacation commencing or days in lieu to be used at a later date with the Company's prior approval.

16.04 Laid-off employees will only be entitled to holiday pay if the employee has earned wages on at least fifteen (15) days in the thirty (30) day period immediately preceding the holiday.

Part-time employees will only be entitled to holiday pay if the employee has earned wages on at least fifteen (15) days in the thirty (30) day period immediately preceding the holiday. The part-time employee who fails to operate their work shift on a statutory holiday will forfeit their Statutory holiday pay save and except for medical reasons that is supported by a doctor's certificate or any other valid reason acceptable by the Company.

16.05 Any full-time Employee who fails to operate their work shift on a statutory holiday will forfeit their Statutory holiday pay save and except for medical reasons that is supported by a doctor's certificate or any other valid reason acceptable by the Company.

ARTICLE 17 - LEGAL PROCEEDINGS

17.01 All reasonable expenses and costs with respect to any legal action brought jointly against an employee and the Company or against the employee will be paid by the Company when, in the opinion of the Company, such employee was acting within the scope and during the course of their employment and provided such actions did not constitute a gross disregard or neglect of their prescribed duties.

17.02 Full-time Employees covered by this collective agreement who are required to serve as a juror or witness in a case related to company business and their participation is deemed necessary by the company will receive the difference between the amount they would have earned if scheduled or would have been scheduled less any monies the Employee receives for such court attendance (exclusive of expenses) to a maximum of 10 days of payment in total for each Employee.

ARTICLE 18 - EMPLOYEE BENEFITS

EMPLOYEES SHOULD ALWAYS REFER TO THEIR COPY OF THE BENEFIT BOOK TO SEE THE FULL BENEFIT PROGRAM AVAILABLE TO THEM INCLUDING THE DEDUCTIBLES.

- 18.01 All "Full-time Employees" of the Company covered by this contract are eligible for the benefits outlined below (explained in more detail in the benefit pamphlet) after the third month following the commencement of their first work shift as a full-time Employee with the Company and, unless noted otherwise, 100% of the cost of these benefits will be paid by the Company.
- 18.02 The Company will provide the Union with copies of all policies outlining the benefits as they pertain to the Union and its members. Should the Company desire to change carriers, it will provide the Union with copies of any new policies of insurance once they become effective. In no event will new coverage result in benefits, which are not equivalent or greater to those currently provided for in this contract.
- 18.03 Group Life Insurance - each Full-time Employee is eligible for group life insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00. Insurance coverage will be reduced to 50% of their annual salary at the age of sixty-five (65).
- 18.04 Accidental Death and Dismemberment - each Full-time Employee is eligible for accidental death and dismemberment insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00.
- 18.05 Dental Insurance - the Company agrees to provide Full-time Employees with a dental insurance plan that provides for each single person paying the first \$50.00 and each family paying the first \$75.00 in each calendar year.
- 18.06 Extended Health care Coverage - The Company agrees to provide Full-time Employees with an extended health care plan. This plan will include:
- a) Semi-private room accommodation in hospitals;
 - b) Hearing aid & vision plan;
 - c) Drug plan with a deductible equal to any cost over a dispensing fee cap of \$4.00 for each prescription; and
 - d) Out of Canada emergency coverage (for periods up to 90 days per trip) subject to a deductible of \$50.00 for a single person and \$75.00 for a family in each calendar year.
- 18.07 The Company will pay 100% for the cost of the premiums for insured Health care coverage for any Part-time or any employee on probation while out of the country on company business.
- 18.08 a) The Pension Plan requires 100% participation by all Full-time Employees. An Employee will only be enrolled in the Pension Plan after they have returned the completed required forms to the Company. To be eligible, an Employee must have completed two (2) years of Full-time service in the Bargaining Unit. A monthly contribution of four (4) per cent of monthly gross earnings split 50/50 between each Full-time Employee and the Company will be paid into the plan. After five (5) years of Full-time service in the Bargaining unit, the monthly contribution will increase to six (6) per cent and; after eight (8) years of Full-time service in the Bargaining Unit, the monthly contribution will increase to eight (8)

per cent. At each level the split continues to be 50/50 between the employee and the Company.

- b) If a Full-time employee changes status and becomes a Part-time employee, their membership in the Pension Plan will continue and the monthly contribution as noted above will continue.
- c) Part-time Employee are eligible to join the Pension Plan after they have completed two consecutive years in which their annual earnings are at least 35% of the Maximum Pensionable Earnings (YMPE) in each of the two years. The YMPE is adjusted annually and for the calendar year 2006 is \$42,000. Therefore, the required annual earnings for that year would be \$14,735 to qualify for the Pension.

This is a defined contribution plan.

- 18.09 The above is only a brief summary of the insured benefit plans which the company will pay the noted percentage of the premiums. For details of coverage and limitations of above-noted benefits, refer to the current package details available from head office. Any disputes regarding employee entitlement to the benefits set out in articles 18.03 to 18.08 shall not be subject to grievance or arbitration under this agreement. It shall be resolved between the employee and the carrier
- 18.10 When an Employee, their spouse and dependent children, a retired Employee and their spouse wish to travel on a Company line run, they would be required to request seven (7) days in advance from their Supervisor a ticket to be used for the trip in accordance with the Company's Policy 'Employee Transportation Passes' dated May 3, 2003.
- 18.11 Full-time employees will accumulate sick days at the rate of one half day per month for a total of Six (6) days per year. The maximum to which sick days will be allowed to accumulate will be ten (10). If a sick-day is required, the rate of pay will be equal to eight hours at 75% of their current hourly rate.

An employee that is off work due to sickness for three or more consecutive days will be required to furnish the Company with a doctor's certificate to be eligible to receive remuneration.

For the purpose of this Article, a sick-day is defined as a day that an employee gives prior notification to the Company that they are unable to report to work for their scheduled work-shift, due to medical reasons, as per article 11.05.

- 18.12 Long Term Disability - The Company will pay 50% of the premium up to \$200.00 annually for Long Term Insurance purchased by a Full-time employee. The Company will make the payment each January for the preceding year's insurance after receipt of documents supporting that the insurance was in place for at least eight months in that year.

ARTICLE 19 - COMPANY UNIFORMS

- 19.01 a) The Company will provide and pay for the rental costs of a clean coverall for each mechanic and serviceman for each work day and up to two (2) pairs of coveralls for bus washers each week.
- b) The company will contribute up to \$150.00 per year (if supported by a proof of purchase) towards the purchase of CSA approved safety footwear to a full-time employee following their first year of service.
- c) Part-time Employees who are members of this Bargaining Unit will receive a \$125.00 contribution for the purchase of CSA approved safety

footwear every two (2) years if the average number of hours worked for the Company in the previous two (2) years is 800 hours per year.

- d) **Seasonal jackets, Parka's, rain gear and safety vests** will be made available for general use as required.
- e) **The Company will provide for the licensed mechanics one insulated parka with fluorescent orange reflective material. This will be provided every three years if necessary. Upon termination of employment, the parka will be returned to the Company prior to the final pay being issued to the mechanic. If the parka is not returned, the cost of the replacement for the same will be deducted from the mechanic's final pay.**
- f) **The Company will endeavor to supply to the Service and Wash Bay employees surplus driver parkas as they become available. This will be issued by seniority, one parka every two years.**

ARTICLE 20 - HEALTH AND SAFETY

- 20.01 Employees working under this Collective Agreement will be regulated by Part II of the Canada Labour Code.
- 20.02 **An** employee has the right to refuse to operate a vehicle or work in a place they reasonably believe is unsafe and will report immediately the details to their supervisor for direction.
- 20.03 **The Company and the Union recognize the need for Safety and Health Committees. The Company will establish committees in accordance with the Canada Occupation, Safety and Health Regulations.**

ARTICLE 21 - EQUIPMENT

- 21.01 At no time is an Employee to use a Company vehicle for personal use without prior written approval from the Director of Maintenance or a specified company designate.

ARTICLE 22 - PAYMENT OF EARNINGS

- 22.01 The Company will pay the salaries and wages owing within two weeks after the employee pay period has ended. With each pay, an employee will receive an itemized statement of their wages and deductions.
- 22.02 **PAY PERIOD** - is a fourteen (14) consecutive day period commencing on a Monday and ending on a Sunday.
 - a) For pay purposes, all work shifts commenced prior to mid-night shall be considered paid on the day the shift commences.
 - b) A work shift commences when the Employee is required to report for work on behalf of the Employer with the report time at the garage.
- 22.03 **FREQUENCY OF PAY** - will be every two weeks.
- 22.04 **WORK WEEK** - is a seven (7) consecutive day period beginning at 00:00:01 hours on a Monday and ending at 23:59:59 hours on a Sunday.

ARTICLE 23 - THE AGREEMENT

- 23.01** This Agreement will be effective the 1st day of a new pay period immediately following the signing by both parties of the agreement and will remain in full force and effect until the 31st **day** of **January 2010**.
- 23.02** Sixty (60) days prior to the expiration of this Agreement, or earlier, the parties will enter into negotiation for the renewal of, and/or amendment to, this Agreement.
- 23.03** There will be no strikes or lock-outs so long as this agreement continues to be in effect.
- 23.04** Should the parties be unable to reach an agreement after following the provisions set forth in the Canada Labour Code, if the parties mutually agree they may accept binding arbitration.

SECTION TWO OPERATING PROCEDURES

ARTICLE 24 - SENIORITY

24.01 A full-time employee's seniority date shall be the date they are assigned their first work shift following their last date of hire to a full-time position or change of job classification.

A part-time employee's seniority date shall be the date they are assigned their first work shift following their last date of hire to a part-time position or change of job classification.

The seniority list will show all employees ranked in their proper seniority order as either

- a) a Full-time Employee by job classification, or
- b) a Part-time Employee by job classification

and display beside each name the employee's seniority date. The list will be posted twice a year. If two or more employees will have the same seniority date, their respective ranking will be determined by a draw conducted by the Company and the Union.

24.02 Employees will lose their seniority, their service and their employment will be terminated in the event they:

- (a) ...are discharged for just cause and are not reinstated;
- (b) ...resigns or retires
- (c) ...are absent from work in excess of seven consecutive calendar days without sufficient cause;
- (d) ...fails to notify the Company that he will report to work within seven working days after being notified by the Company to report to work or if the employee fails to report to work within seven working days after being notified by the Company to report to work. The Company will notify the union by a verifiable means at the same time it notifies the employee. The employee is deemed to have been notified to report for work for the purpose of this clause when the Company notifies the Union as provided above;
- (e) ...fails to return to work within seven (7) calendar days following a lay-off and after being notified to do so, unless through sickness or other just cause. (It will be the responsibility of the employee to keep the Company and union informed of their current address and telephone number.);
- (f) ...overstays a leave of absence or utilizes the leave of absence for other than the reason for which it was granted;
- (g) ...are laid-off for a period longer than one year;
- (h) ...are off work due to sickness or accident, for a period longer than one year subject to the requirement of the Workers' Compensation Act. The said period may be extended by the Company up to a maximum of three years, provided medical information to substantiate the extension is provided to the Company by the employee before the expire of the said one year period. The employee will be responsible for the cost of their benefits for any extension in the time given;
- (i) is absent from work without notifying his supervisor or a member of management for three consecutive working days without sufficient cause to the Company;

(j) as a part-time employee, fails to work in 2 consecutive pay periods.

24.03 Should a Full-time employee wish to become a Part-time employee within the same or lower classification, the employee will retain full company seniority ranking on the Part-time list and will qualify for the wages as per the part-time position.

The effective date of the change from a full-time employee to a Part-time employee within the same or lower classification shall be a minimum of two weeks from the date of notification by verifiable means.

24.04 A Part-time employee switching to Full-time will begin with a new seniority date, commencing with their first day worked as a full-time employee in that classification.

An employee switching to a higher classification will begin with a new seniority date, commencing with their first day work as an employee in that classification.

24.05 The Company reserves the right to determine who will qualify as a full-time employee.

Subject to the business requirements of the Company, it is agreed between the parties that the Company will endeavor to create and maintain as many full-time positions as it deems possible.

ARTICLE 25 -CLASSIFICATIONS, WORKSHIFTS AND OVERTIME

25.01 a) The Company at least twice a year will **post a seniority list** and will determine which shifts will be permanently available as assigned by category for a set period of time.

For the full-time **work** shifts determined to be permanently available as assigned, they will be determined by seniority so long as the senior employee has the necessary qualifications, skill and ability to perform the available work efficiently and unless it is deemed that the shift is required for special purposes such as for training and or new hirers.

For booking work shifts, Employees shall exercise their seniority within their classification so long as the senior employee has the necessary qualifications, skill and ability to perform the available work efficiently.

The company will post the full-time shifts available for each classification. All full-time employees shall be allowed to book by seniority. Copies of the proposed shifts will be posted or issued by E-mail a minimum of 5 days prior to the start of the next pay period of said shifts.

The company will allot by seniority, dates and times that each employee will be required to sign their name and employee number along with their request on the designated posted sheet or E-mail their request, as determined by the company.

(b) Mechanics, servicemen **and wash bay** working afternoon and night shifts will receive a half hour meal period included during their paid working hours.

c) **Should a new permanent work shift be created (save and except an Apprentice work shift) the company would hold a re-bid, within 14 days prior to the next pay period.**

- 25.02 Employees shall have a fixed starting time and the regular starting time shall not be changed without at least twenty-four (24) hours notice to the employees affected, except in cases of sickness or unforeseen circumstances when no sufficient notice is given to the Company.
- 25.03 Employees notified or called to work not continuous with, before or after the regularly assigned hours would be guaranteed a minimum of four(4) hours pay.
- 25.04 Overtime - Shall be paid at 1 1/2 times the employee's regular rate of pay at the time the overtime is worked.
- 25.05 Overtime is any time worked in excess of eight (8) hours in a day (unless the Company and the Union agree on a modified workday); eighty (80) hours in a two-week pay period or on a scheduled day off.

Should a work period have a statutory holiday in it, the hours will be reduced from 80 hours in a two week period.

No overtime shall be worked or allowed except by direction of proper authority except in cases of emergency, where advance authority is not available.

Time worked in excess of the regularly assigned hours due to changing shifts or new sign-ups shall be paid at the regular rate.

The Company will post in the work place each Monday a list for Employees to sign indicating their desire to voluntarily work overtime for the period beginning with the following Monday and ending the next Sunday. If more than one (1) Employee agrees to work at the same time, the overtime will be awarded to the Employee with the most Seniority. The list will be taken down at 16:00 each Wednesday.

Employees shall cooperate with the company by working overtime when requested. Scheduled overtime shall be worked using volunteers, then by lower seniority by classification, provided they have the necessary qualifications, skill and ability to perform the available work efficiently, if having to be forced. If the employees deem that the Company is abusing this paragraph the parties will meet to correct the matter.

Employees will be paid at their regular day's rate of pay up to a maximum of 8 hours while participating in training or conventions.

- 25.06 Any overtime required by the Company will be allocated by requesting volunteers within the classification. The most senior Volunteer in the classification will be allocated the work. Should there be no volunteer, then work will be assigned to the most junior qualified person available in the classification.

ARTICLE 26 - DAYS OFF

- 26.01 With prior written application to their supervisor, the switching of a day off between employees within the same classification will be permitted if confirmed in writing to the employees' by the Company. Switching will not incur overtime.

ARTICLE 27 -PRESENT WORKING CONDITIONS

- 27.01 No member of the bargaining unit is to have a personal motor vehicle or personal property in the company garage or on the company premises to be worked on, at any time.

When parking is provided and space is available, each member of the bargaining unit is to only have 1 personal vehicle on the company premises while on their shift.

ARTICLE 28 - SUBSTITUTION RATES

28.01 When Mechanics substitute in a higher classification they would be paid at the higher rate immediately.

ARTICLE 29 - TOOLS

29.01 Special tools necessary as deemed required by the Company shall be provided by the Company. Employees shall not take away from the workplace any tools which are supplied by the employer.

ARTICLE 30 - LICENSE RENEWALS

30.01 All full-time Repair Mechanics who have completed their probation period will be entitled to claim reimbursement of up to \$60.00 every 3 years for the purpose of renewal of their Truck, Coach Technician license effective January 1st, 2007. A copy of the renewal certificate must be submitted to the supervisor at time of claim for reimbursement.

ARTICLE 31 -INJURY AT WORK

31.01 Employees required to lose time on the day they suffer an injury while at work, will have their normal time made up by the employer for the day of the injury.

ARTICLE 32 - MEAL PERIODS

32.01 The Company reserves the right to stagger the meal periods in order to ensure continuous operations are not interrupted.

ARTICLE 33 - RELIEF PERIODS

33.01 Two (2) relief periods up to 15 minutes shall be granted to all maintenance employees in each shift one before and one after their designated meal period. The Company reserves the right to stagger the relief periods in order to ensure continuous operations are not interrupted.

ARTICLE 34 - APPRENTICE MECHANICS

34.01 The Company reserves the right to establish an apprentice mechanics classification.

34.02 In order to be eligible for consideration for apprenticeship, an applicant must meet the requirements for apprentice training as determined by the Ministry of Education and Training, and successfully pass all testing relevant to the position as determined by the Employer. In addition, each applicant must be able to satisfy all pre-qualification requirements as determined by Human Resources.

An applicant that has been approved by the Company to enter the apprentice program will be required to sign an agreement that will require them to remain in the employment of the Company for a minimum of five (5) years following the successful completion of the Apprentice Program.

An apprentice who leaves the employment of the Company prior to the five (5) years or, is terminated for cause by the Company, will be required to reimburse all the costs incurred by the Company to accommodate the apprentice in the apprentice program.

34.03 The apprentice may make application to the Company for reimbursement of eligible costs incurred under Regulation 36 of the Apprenticeship and Tradesmen's Qualification Act. *An* application must be completed on a form prescribed by the Company, accompanied by proof of payment and be authorized by their Manager. Only costs which are mandatory to the Apprenticeship Program under Regulation 36 of the Apprenticeship and Tradesmen's Qualification Act, will be considered for reimbursement.

Such reimbursement will be made on the following basis:

- a) A one time only registration fee up to a maximum of forty (\$40.00) dollars.
- b) Up to one hundred (\$100.00) dollars for each mandatory examination writing fee, provided that the apprentice attains the recognized passing mark. No reimbursement or payment will be made for repeat examination fees for any reason.
- c) Reimbursement at fifty (50%) percent of the annual tuition fee will be covered by the Company. Upon successful completion of the course the balance will be reimbursed. No coverage for books, tools, mileage, or any other direct non-tuition related charges are eligible.

34.05 *An* apprentice will not be entitled to bid on work shifts until such time as they have completed the apprentice program in its entirety save and except filling in for a vacation relief.

SECTION THREE - PAY SCHEDULES

RATE OF PAY SCHEDULE

Bus Washer Hourly Rate:

First pay period after February 1 st , 2007	-	\$14.62
First pay period after February 1 st , 2008	-	\$15.05
First pay period after February 1 st , 2009	-	\$15.51
Start rate	-	\$13.50

(Will receive full-rate after the next pay period following the end of the probationary period)

Lead hand Bus Washer Rate:

Will receive an additional \$2.00 per hour to Bus washer rate.

Serviceman Hourly Rate:

First pay period after February 1 st , 2007	-	\$19.10
First pay period after February 1 st , 2008	-	\$19.76
First pay period after February 1 st , 2009	-	\$20.46
Start rate	-	\$16.05

After the next pay period following the end of the probationary period - \$16.60

Will receive full-rate after completing 12 months

Mechanic Hourly Rate:

First pay period after February 1 st , 2007	-	\$27.02
First pay period after February 1 st , 2008	-	\$28.10
First pay period after February 1 st , 2009	-	\$28.94
Start Rate	-	\$24.00

Will receive full-rate after the next pay Period following the end of the probationary period

Mechanic lead-hand Rate:

Will receive an additional \$1.00 per hour to Mechanic Rate

Full-Time Mechanics will receive a Tool Allowance of \$200.00 per year and Full-Time Serviceman \$50.00 per year payable on February 1st each year.

Part-Time Mechanics and Servicemen will receive the amounts noted above if they meet the threshold level set out in Article 19.01 (c).

The Company reserves the right to recognize and financially reward those with the necessary special qualifications, skills and ability to perform the available work efficiently, above the stated rate of pay schedule.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or their corporate seals as duly attested to by their authorized signing officer;

Dated this 30th day of May, 2007.

FOR THE UNION:

FOR THE COMPANY:

President/Business Agent

President

Recording Secretary

Vice-president of Human Resources

Grievance Chairperson

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