

COLLECTIVE BARGAINING AGREEMENT

Between



Coach Canada

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RECEIVED
(the Company)
OCT 24 2007

National automobile, aerospace, transportation
and
general workers union of canada

(CAW-CANADA) AND ITS LOCAL 222

(the Union)

CAW  TCA
CANADA

IN EFFECT FROM

DECEMBER 1, 2004

to

NOVEMBER 30, 2007

13762(01)

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ARTICLE I

PURPOSE

- 1.1 The company and the Union agree ~~that~~ the purpose ~~and~~ intent of this Agreement is to ~~promote~~ co-operation ~~and~~ *harmony*, to recognize mutual interest, to provide a channel ~~through~~ which Information ~~and~~ problems may be ~~transmitted~~ from ~~one~~ to ~~the~~ other, to formulate ~~rules~~ to ~~govern~~ the relationship ~~between~~ the Union and Employer and set forth herein, ~~the~~ basic agreement controlling ~~rates~~ of ~~pay~~, hours of work, dispute procedure, and conditions of employment.

ARTICLE 2

RECOGNITION



- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, benefits, hours of work and
Whitby, Ontario, working under contract for the Town of Whitby,
employed as line run bus drivers, excluding persons classified as
manager, dispatcher, school bus and charter drivers.

ARTICLE 3

NO DISCRIMINATION

- 3.1 The Company and the Union agree ~~that~~ there ~~shall be~~ no discrimination, interference, ~~restriction~~ or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, ~~political~~ or religious ~~affiliations~~, disability, ~~sexual orientation~~, Union membership or activity, or ~~conviction~~ for an offense in respect of ~~which~~ a pardon has been granted by any authority under law and, if ~~granted~~ or issued under the Criminal Records Act, has not been revoked or ceased to have effect.
- 3.2 The Company and the Union are committed to a working environment, which demonstrates mutual respect for one another as employees and ~~individuals~~ and is thereby ~~free~~ from harassment.

ARTICLE 4

MANAGEMENT FUNCTIONS

- 4.1 The Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, **discipline and** efficiency;
 - b) hire, discharge, **classify**, transfer, promote, demote, and suspend or otherwise **discipline** employees for just cause subject to the provision of this Agreement;
 - c) to **manage** the enterprise in which the Employer is engaged, including all matters concerning the operation of the business **not specifically** dealt with elsewhere in this Agreement;
 - d) in matters **of discharge** of employees for just cause, the company will not be deprived of the grievance procedure.
- 4.2 The Employer **agrees** that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 4.3 Supervisors will not perform work of the bargaining unit except in case of emergency, instruction or experimentation.

ARTICLE 5

REPRESENTATION

- 5.1 The Company **recognizes** a Transit Committee consisting of not more than three (3) employees **selected** by the Union. The Committee make up will be the Chairperson from the full-time group or his designate by written notification to the Company plus one **(1)** employee from the full-time group and one (1) employee from the part-time group who may be appointed or elected.
- 5.2 The Union **shall notify** the Employer of the name or names of the committee members the Employer shall be required to recognize.
- 5.3 **It is understood** that committee members have their regular work to perform. **Unless specifically** authorized by this Agreement, **the work** of the Union representatives shall not be carried out during working hours.

5.4 The privilege of a representative to leave work without loss of basic pay to attend meetings with the Company is granted on the following conditions.

- a) such business must be between the Union and the Company. Employees having grievances shall not discuss them with their representatives during working hours if such action interferes with the operation of service or increased cost to the company;
- b) meetings shall be scheduled by mutual agreement;
- c) the time shall be devoted to the prompt handling of necessary Union business;
- d) the time away from work shall be reported in accordance with the time keeping methods of the Company;
- e) the Company reserves the right to limit such time if it deems the time so taken to be excessive;
- f) the Company agrees to allow one day off without pay on the third Thursday of every month for the Committee to attend to Union business.

ARTICLE 6

UNION SECURITY

- 6.1 As a condition of employment all current employees covered by this Agreement who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.
- 6.2 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 6.3 All full/part-time & probationary employees who earn the equivalent of or had the opportunity to earn the equivalent of:
- | | |
|-------------|------------------|
| 20 - 40 hrs | - 2 hrs. 20 min. |
| 1 - 19 hrs | - 1 hr. 10 min. |

Pay during a calendar month must have dues deducted according to the above by the Company and then forwarded to the Local Union Financial Secretary.

All employees who are hired by the Company must pay Initiation Fees of \$10.00 as a condition of further employment.

An employee's hourly rate for dues purposes shall be based on the amount earned per straight time hour in the last payroll period worked before dues are payable.

Amount **Does Not** Include:

- shift premiums-overtime premiums
- Saturday, Sunday and Holiday premiums

Dues Are Payable When Member Receives Benefits in Lieu of Work Such As:

- vacation pay
- holiday pay
- jury-duty pay
- bereavement pay

Dues Are Not Payable When a Member Receives:

- sick and accident benefits
- workers compensation benefits

- 6.4** All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within 15 working days of the deductions along with a list of names and the amount of each deduction.
- 6.5** A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement at any time during normal business hours, after notifying the Manager provided that he does not interfere with the performance of duties by members in the bargaining unit.
- 6.6** The Employer agrees that all employees covered by this Agreement, and new employees, after completion of their probationary period, shall as a condition of employment, become and remain members of the Union in good standing.
- 6.7** New employees shall make application at the time of their hiring, and shall become and remain members of the Union in good standing, as a condition of employment, as soon as their probationary period has been served. The Employer agrees to deduct Union Initiation fees in the pay period following termination of probation, and remit with the monthly dues. The Union shall supply cards and records regarding check-off of dues.

- 6.8 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with the constitutional requirements of the National Union.

ARTICLE 7

DATA TO BE SUPPLIED TO UNION

- 7.1 The company will supply to the Union committee the following information at the end of every month and send a copy to the local Union office:
- a) Employees who acquire seniority.
 - b) Employees transferred into or out of the Bargaining Unit
 - c) Hours worked by probationary employees.
- 7.2 The Company will supply to the Union committee the following information at the end of the month in which it occurs with a copy to the local Union office:
- a) Employees extended leave of absence.
 - b) Employees on Sickness and Accident and Compensation and the date of occurrence.
 - c) Employees who have lost seniority.
 - d) Employees who are discharged.

ARTICLE 8

SENIORITY

- 8.1 The fundamental rules respecting seniority are designed to give Line Run Bus Driven an equitable measure of security based on the following:
- a) Full time line run driver – employees in this group have their seniority established as per Schedule "A" of this agreement. New employees entering this group will establish seniority in this group by virtue of the date they enter this group.
 - b) Part-time line run driver – employees in this group are ranked for purposes of seniority as set out in Schedule "B".

- c) Probationary Employees- will attain seniority after having worked **240** hours with the Company and will have their names placed at the bottom of the part-time seniority list (Schedule "B").
- 8.2** The term seniority, for a full-time line run driver shall be considered to mean the length of continuous service with Trentway-Wagar Inc. after November 26, 1990 within the bargaining unit if employed as a full-time line run driver on that date, or the date of hire as a full-time line run driver if the employee is employed as a full-time line run driver after November 26, 1990.
- 8.3** All line run bus drivers will appear on a seniority list as per Schedule "A" attached. Part-time as per Schedule "B" attached. A copy of such list will be given to the Union Chairperson of the Committee.
- 8.4** In the event more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number. this number will be used in determining each employee's seniority standing, i.e. lowest seniority code number will be highest seniority standing on such date. This applies to probationary seniority only, once probation is complete follow article 8.1 c).
- 8.5** The maximum ratio of full-time to part-time drivers will not exceed one-to-one.
- 8.6** The Company will post a seniority list at all times, full and part-time, and updated when it becomes necessary.

ARTICLE 9

LOSS OF SENIORITY OR EMPLOYMENT

- 9.1** Seniority rights shall cease and an employee's employment shall be terminated for any of the following reasons:
- If an employee voluntarily quits the employ of the company.
 - If an employee is discharged for just cause and such employee is not reinstated pursuant to provisions of the grievance procedure.
 - If an employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the employee shall be subject to discipline

up to and including discharge, unless the employee has a **satisfactory** reason acceptable to the Company for such absence.

d) If an employee fails to report for work in accordance with a notice of recall, ~~or~~ within seven (7) working days after **registered mailing** date of such notice, whichever is later, unless a satisfactory reason acceptable to the Company is given.

e) **If laid off, an employee will** be retained on the seniority list for a period of **thirty-six (36) months**.

9.2 Employees transferred to a supervisory position ~~or~~ a **position** not covered by this collective agreement **will** have their **seniority** date frozen as of the date of the transfer. **Such employee(s)** will have a **twelve (12) month period** upon which to **return** to the bargaining unit. **If** such employee **does** not return to the bargaining unit after twelve (12) months they **will lose** all seniority.

9.3 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 a **license** in good standing as outlined in the Company Policy, pass an annual medical physical ~~that~~ could be administered by a Company physician at no cost to the employee. and **pass** a skills competency test administered by a Company signing authority representing the Ministry of Transportation. In no instance will an employee be allowed to work beyond their 70th birthday.

ARTICLE 10

LAY-OFF AND RECALL

10.1 If one *or* more full-time employees are affected by a decision of the Company to discontinue one or more bus runs, the full-time **employee(s)** with the least seniority will assume the number **one** position ~~on~~ the part-time **seniority list**. If subsequent to **this**, a full-time opening becomes available, **the** employee who assumed the number one position on the **part-time seniority list** will automatically be recalled to the full-time seniority list. Such **employee(s)** will **maintain** their previously established full-time seniority date.

- 10.2** Employees who have been laid off in accordance with the above provision will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.
- 10.3** The Company will provide the Chairperson of the Union Transit Committee with a list of employees to be laid off or recalled. If possible, 30 days prior or as soon as the Company becomes aware of such decision, also any cancellation of such notices.
- 10.4** The Union Transit Committee will be retained in the employ of the company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform.
- 10.5** During the summer schedule, spring break, Christmas break, when there is a reduction in service for five (5) working days or more, the Company will maximize the runs to eight hours or more.
- a) Full-time drivers by seniority will have the option to take a voluntary layoff to the senior part-time position with a recall date. Driver has a right to that recall date,
 - b) If no one exercises the above option, the layoff will start with the junior full-time driver.
 - c) There will be no layoffs at Christmas or March break. If there are full time shifts available due to vacation or leave book offs, Shifts will be filled in accordance with Article 32.5 a b.
- 10.6** At any time a full-time driver may elect to relinquish full-time status and benefits and assume part-time status, according to their Schedule 'A' seniority. Said driver may not at any time return to full-time status.
- 10.7** Laid off employees shall remain on the Company's group benefit program as defined in Article 34 for a period of three months from the date of lay off.

ARTICLE II

JOB POSTING

- 11.1 In the event new full-time jobs are created ~~or~~ full-time vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) working days in order to allow part-time bargaining unit employees to apply.
- 11.2 The employee **from** the part-time group with the most seniority that applies will be awarded the position.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1 The purpose of this Article is to establish a procedure for the settlement of all grievances. 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.
- 12.2 **STEP ONE** – An employee ~~having~~ a grievance, **along** with **their** respective committee person, will submit the grievance in writing to the Company, within seven (7) working days of the occurrence. The Secretary, or designate, will reply to the grievance in writing within fifteen (15) days from the initial filing of the grievance. Failure to meet the requirements of this time limit will result in payment of the grievance without prejudice.
- 12.3 **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 initial filing of the grievance to discuss the matter.
- 12.4 **STEP THREE** – Failing a satisfactory settlement at STEP TWO, either party may request that the matter be submitted to arbitration. The party requesting arbitration shall make such request in writing addressed to the other party to this Agreement within ten (10) days from the date of the reply in STEP TWO. The Company and the Union will mutually agree upon a single arbitrator. Should the Company and Union fail to agree upon an arbitrator within ten (10)

days, 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.

- 12.5 The term **working days** when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.
- 12.6 The grievance procedure **outlined** in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance.
- 12.7 The following **special** procedure **shall** be applicable to a grievance alleging improper discharge of an employee. The **grievance** may be lodged at **STEP TWO** In writing through the Chairperson of the Committee to the Company within two (2) working days after the discipline has been **Imposed**.
- 12.8 The time frames referred to above may be extended by mutual agreement in writing between the parties.
- 12.9 The Company will pay **all** settled grievances when the current pay period is remunerated.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 a) Employees may be granted a leave of absence without pay and without loss of seniority, for personal reasons, provided it does not interfere with the ongoing operations of the Company, upon written application to the Company, at least one week prior to the proposed commencement of the leave and subject to written approval from the Company.
- b) Any employee of the *Company* elected or appointed to a full-time position in the CAW Local Union or National Union will be granted a leave of absence without pay and without loss of seniority by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.
- c) Provided it does not interfere with the ongoing operation of the

Company, the Company will grant a leave of absence without pay to members of the Union to attend to Union business. Such leaves will not be unreasonably denied. Union request must be made 24 hours in advance.

d) Employees who are granted a leave under (a), (b), and (c) above shall have their seniority accrue while on such leave.

e) Requests for leaves will be answered within four (4) business days.

ARTICLE 14

COMPASSION, MATERNITY AND PARENTAL LEAVE

14.1 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 34 to a maximum of 52 week leave period.

ARTICLE 15

PUBLIC LEAVE OF OFFICE – LEAVE OF ABSENCE

15.1 An employee with seniority, elected or appointed to an essentially full-time Federal, Provincial, or local public office, may make written application for a leave of absence without pay or benefits for the period of his/her term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

15.2 Seniority will continue to accumulate for the period of such leave of absence.

15.3 The employee's request for leave of absence may also include the necessary time after the issuance of the writ for the election to campaign for such office.

15.3 EMERGENCY LEAVE

The Parties agree that employees are entitled to ten (10) authorized days without pay each calendar year from January 1st to December 31st. The reason for leave will be limited to:

- 1) Personal illness, injury or medical emergency.
- 2) The death, illness, injury or medical emergency of an individual described below.
- 3) An urgent matter that concerns an individual described below.

The above is applicable to the following individuals:

The employee's spouse or same sex partner; parent, step parent or foster parent of the employee's spouse or same sex partner. A child, step-child, or foster child of the employee, the employee's spouse or same sex partner. A grandparent, step grandparent, grandchild, or step grandchild of the employee, the employee's spouse or, same sex partner, The spouse or same sex partner of a child of the employee. The employee's brother or sister.

The employee, where possible, shall contact the employer within 24 hours. The unpaid leaves shall not form part of any record regarding absenteeism policies or discipline regarding absenteeism.

ARTICLE 16

EDUCATION LEAVE

- 16.1 The Company agrees to pay into a special fund two cents (2) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employees 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, CAW, effective from date of ratification. and sent by the Company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. #1, CAW Road 25, East Elgin, Ontario N0H2C5.

16.2 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary; said leave of absence to be intermittent Over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. No more than one person may be absent at the same time for such leave.

ARTICLE 17

REPORTING PAY

17.1 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.

ARTICLE 18

EMERGENCY CALL BACK PAY

18.1 Any employee called to work before or after their scheduled shift shall receive in such instances a minimum of two (2) hours pay at their overtime rate.

ARTICLE 19

INJURY ON THE JOB

19.1 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of compensable injury shall be paid their regular earnings for the balance of the shift on which the Injury occurs.

ARTICLE 20

JURY DUTY

20.1 If a full-time line run driver is called and is required to serve on jury duty or as a Crown witness on his normal working day, the Company agrees to pay the equivalent of a regular day's pay to a maximum of eight (8) hours at straight time, less the amount of jury duty pay received to a maximum of ten (10) days for each driver.

ARTICLE 21

BEREAVEMENT

- 2.1.1 Every line run driver in the event of the death of a member of their immediate family will be *granted* bereavement leave with pay at their normal rate of pay on any of their normal working days which occur during the three days immediately following the date of death to arrange for, or attend the funeral or immediately following the release of the Deceased.
- 2.1.2 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, brother-in-laws, sisters and sister-in-laws; 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.

ARTICLE 22

BULLETIN BOARDS

- 22.1 The Committee will have the use of one (1) bulletin board for the posting of notices of Union meetings or functions. Such bulletin board to be supplied by the Company and placed in a conspicuous area agreed on by the Union. All notices will be authorized by the Chairperson of the Union Committee.

ARTICLE 23

PAY DAY

- 23.1 Pay day shall be bi-weekly on Wednesday.
- 23.2 Any pay shortages of one hundred dollars (\$100.00) or more will be paid by cheque within two (2) business days.

ARTICLE 24

COW OF AGREEMENT

- 24.1 Company to provide a copy of the Collective Agreement to bargaining unit employees.
- 24.2 The Company shall also supply an outline brochure of all the Company paid benefits such as insurance, vision care and dental plan.

ARTICLE 25

STRIKES AND LOCKOUTS

- 25.1 The Company and the Union agree to abide by the Canada Labour Code with respect to strikes and lockouts.

ARTICLE 26

CLASSIFICATIONS AND WAGES

- 26.1 The Company will pay employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.
- 26.2

ARTICLE 27

PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS

- 27.1 The Company shall endeavour to advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

- 27.2** The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

ARTICLE 28

HOURS & WORK

- 28.1** The parties recognize that the normal hours of work will vary with the schedules of service and requirements of the Town of Whitby and agree that the following sections shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 28.2** For full-time transit line run drivers, the normal work day shall consist of eight (8) hours per day, forty (40) hours per week, with two (2) consecutive days off.
- 28.3** Overtime shall be paid at the rate of time and one-half (1½) the regular rate of pay for all hours worked in excess of eight (8) hours a day.
- 28.4** All hours worked in excess of 40 hours in a week shall be paid at the rate of time and one-half (1½) the regular rate of pay exclusive of premiums.
- 28.5** There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.
- 28.6** a) Full-time drivers who have worked less than 40 hours per week who have signed up for Saturday/Sunday work will be asked first to fill Saturdays/Sundays (as per the Saturday/Sunday and overtime sign up sheets) provided such work does not put the employee into an overtime situation. Where there are no full-time drivers available to do the shifts without the payment of overtime, part-time drivers will be asked to perform the scheduled work (as per the Saturday/Sunday sign up sheets) provided the performing of the scheduled work will not provide the part-time employee with more than 40 hours of work in the week.

b) In the event that Saturday/Sunday work increases so that the provisions of Article 28.6 a) are no longer feasible, the **Union and the Company** will meet to modify the weekly work shifts to accommodate the increased volume.

- 28.7** The Company agrees that employees may from time to time request the opportunity of exchanging shifts with other employees for their convenience. All such exchanges will be subject to the agreement of the dispatcher and shall not result in any additional cost to the Company. Shift exchange must be of equal hours.
- 28.8** The company will discuss permanent changes to existing shift starting times and rotation with the Transit Committee prior to implementation.
- 28.9** Subject to Article 28. 1, the Company will endeavour to maintain the present eight (8) hour shifts.
- 28.10** Overtime shall be voluntary. Employees who accept a run that normally includes overtime shall work the overtime normally included in the run.
- 28. 11** The Company agrees that any shift of a duration of seven (7) hours and twenty-three (23) minutes or greater will be paid as a minimum of eight (8) hours.
- 28. 12** Part-time employees doing a full-time shift will be paid full-time value for this shift, regardless of hours.
- 28. 13** a) Bidding on Runs. The Company will distribute to all full-time line run drivers a list of all the runs available. Each full-time driver will fill in next to each run their individual preference of runs. This list will stay on file with the Company unless a change is made. Full-time line run drivers shall be allowed to change their preference for runs, 4 times per year. This will take place on the first 3 "working days" (excluding Saturday, Sunday and Holidays) following November 20, February 20, May 20, August 20. Full-time line run drivers will be scheduled according to their seniority and preference becoming effective on the first Monday in the month following the above mentioned dates.

The Company **will continue** the practice of **clarifying** the runs **to full-time** line run drivers **one week prior** to the **above** mentioned dates, **identifying any changes to the runs that may have taken place.**

b) if and when the Company **cannot** fall back on the shifts **of the preceding** shift **sign up**, then that employee failing to bid **on sign-up** for the said portion of work will be **put to the bottom of the full-time seniority list** and then said person **must assume last full-time shift on bid sheet**, for duration of sign-up period,

28.14 a) The **part-time** availability sheets will be posted until Wednesday prior at **noon, as is current practice.**

b) The vacant **shifts** for the **following** week will be **dispatched on a seniority basis, taking into account** any preferences specified.

c) In order to dispatch the work, **shifts will be classified** in a way to dispatch the preferred **shifts based on seniority.** The **shifts will be classed as follows:**

1) **Straight** day shifts these will be assigned first.

2) **Split full shifts:** these will be assigned second,

3) **Night full shifts:** these will be assigned third.

4) **School specials:** these will be assigned fourth,

d) If any **particular type or specific shift is** not wanted: or preferred, **this is to be specified on the sign-up sheet, and the Company will accommodate when dispatching.**

e) Confirmation of the week's work will be available Thursday at **1500** to allow for posting to be **completed.** It is the individual driver's responsibility to contact dispatch and **confirm** their work.

f) **Any shifts that become vacant outside of two (2) business days, Monday to Friday 0800-1700 will be redispached on a voluntary basis.**

g) In an emergency **the most junior** available **part time** driver may not have **his or her option for a selection of work.**

h) All part-time driver's **must** work ten (10) days in a calendar **month** or will be subject to dismissal unless a driver can **provide** proof of sickness that prevented them from achieving the threshold level of **10 working days.** In the event of insufficient open part-time work shifts due to **seniority,** drivers would not be subject to dismissal.

ARTICLE 29

| | T I O N

- 29.1 The Company will continue its practice of dividing overtime in an equitable manner based on full-time and part-time seniority. A list shall be posted weekly, updated daily showing overtime hours worked. This process will begin with the March 2003 sign-up.
- 29.2 Notice of overtime opportunities must be given at least one (1) hour before the shift ends for an extended shift, or in the case of a weekend, such as Saturday, the work notice for overtime work must be given by 12:00 Noon on the Thursday prior to the weekend, and in the event of a holiday not on a weekend, a thirty-six (36) hours notice is to be given.
- 29.3 If an imbalance in overtime does occur, the Company will correct the imbalance by compensating the employee for missed opportunity. Should an employee notice they have been passed when overtime opportunities has been offered incorrectly, they must notify dispatch immediately.

ARTICLE 30

ADMINISTRATION OF DISCIPLINE

- 30.1 When an employee is called to an interview and the nature of the meeting could lead to discipline or discharge, a committee person will be present. Prior to the interview the employee will be given notice of the nature of the interview and time to meet with a Union representative. In the event the employer disciplines or discharges an employee it will be put in writing and a copy will be provided to the employee and Union, Notwithstanding the above, the employer shall have the right to remove an employee from service immediately pending an investigation.
- 30.2 Provided there is no re-occurrence of a related or similar incident within twenty-four (24) months from occurrence, the record of an employee shall not be used against them and will be removed from the file in accordance with the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA).

- 30.3** Preventable accidents shall be kept on a driver's record for a period of 36 months unless further entries occur within the 36 month period. A driver'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.
- 30.4** The Employee and Union will receive a copy of the final determination of a preventable accident

ARTICLE 31

HEALTH AND SAFETY

- 31.1** Employees working under this Collective Agreement will be regulated by Part II of the Canada Labour Code.
- 31.2** The Company will make every effort to comply in a timely manner with the requirements of Part II of the Canada Labour Code.
- 31.3** The Union agrees to actively promote measures to assure the health and safety of all employees.
- 31.4** The parties agree to set up a joint health and safety committee with one (1) member from the Company and one (1) member from the Union. The Company agrees to meet from time to time as necessary to discuss health and safety concerns. In addition to the duties given to the Committee pursuant to Part II of the Canada Labour Code, the committee will:
- 1.** Promote compliance with pertinent legislation.
 - 2.** Investigate all accidents.
 - 3.** Meet at least once a month to review their findings and make recommendations to management on the elimination of health and safety hazards.
 - a) The chairperson of the bargaining unit may attend meeting if both parties agree.

31.5 Clothing

- a) All drivers will earn fifteen (15) points per one hundred (100) hours worked, to a maximum of two hundred eighty-five points per year.
- b) Maximum accumulation of points is five hundred (500).
- c) All points accumulation effective May 21, 1998 for the use effective Nov. 30, 1998.
- d) Uniform pieces may be ordered at any time.
- e) Drivers not accumulating enough points per year may bring in needed pieces for replacement, forfeiting banked points.
- f) Point value for uniform pieces are as follows:

Long sleeve shirt	24
Short sleeve shirt	24
Golf shirt	30
Long pants	32
Short pants	28
Culottes	30
Ties	8
Sleeveless sweater	39
Long sleeve sweater	42
Tunic	40
Nylon jacket	55
Parka	65

- g) Drivers are required to wear a complete uniform at all times while on duty.

Any deviation to be at manager's discretion only.

Summer (May 1 to Sept. 30): white shirt (optional tie) or golf shirt. long pants or **shorts/culottes** (with black socks); black or brown **shoes**.

Winter (Oct. 1 to April 30): white shirt with tie, sweater options; or, golf shirt with sweater; long pants; black or brown shoes.

- h) Headgear will only be allowed to be worn if the Town of Whitby gives approval and with prior **written** approval from the Company

- 31.6 Buses shall be kept well maintained in proper working order with working heaters, vents and windows.
- 31.7 In the event an employee becomes physically handicapped and is unable to continue their job, the Company agrees to meet with the employee and the Union to discuss accommodation.
- 31.8 The company will endeavour to provide washroom facilities along all routes including Whitby GO Station.
- 31.9 All employees will be trained in WHMIS at the Company's expense as per Canada Labour Code.
- 31.10 Company to pay the cost of employee parking.
- 31.11 a) Radios to be maintained in all buses.
- b) Security code in all buses.
- 31.12 The Company and the Union will provide employees with the CAW anti-harassment training, with the one day's wages to full time employees being split on a 50/50 basis between the Company and the Union.

ARTICLE 32

VACATION WITH PAY

- 32.1 All full-time line run drivers on the payroll shall receive vacations with pay each year in accordance with their service as set out in Schedule "B".
- 32.2 All full-time line run drivers on the payroll shall receive vacations with pay each year, according to seniority, on the following basis:
- a) Full-time line run drivers who have completed one (1) years' service with the Company, as of date of employment, shall receive two (2) week vacation with pay based on four per cent (4%) of the previous calendar year gross earnings.
- b) full-time line run drivers who have completed (5) five years' service with the Company, as of date of employment, shall receive

three (3) weeks vacation **with** pay based on six per cent (6%) of the previous calendar year **gross earnings**.

c) Full-time line run drivers who have completed ten (10) **years' service with the Company**, as of the date of employment, shall receive four (4) weeks vacation with pay, based on the eight per cent (8%) of the previous calendar year **gross earnings**.

d) Full-time line run **drivers** who have completed seventeen (17) **years' service with the Company** as of the date of employment, shall receive **five (5) weeks** vacation **with** pay, based on ten per cent (10%) of the previous calendar year **gross earnings**.

e) Vacations shall be taken in **the** year of entitlement. A full-time line run driver shall be allowed vacation pay in lieu of his holidays in excess of two weeks. A full-time line run driver who has quit, been discharged, or laid off, will receive vacation pay **earned on** a pro-rata **basis**.

f) Single vacation days or leaves will be awarded provided these do not interfere with a vacation week regardless of seniority.

32.3 a) Full-time line run drivers having one (1) year or more seniority will be entitled to take two (2) **weeks** vacation during the period of June 1st to September 30th, inclusive. Full-time line run drivers having three (3) weeks vacation shall take at least one (1) week vacation during the period October 1st to May 31st. Full-time line run drivers entitled to five (5) weeks vacation shall take at least three (3) weeks vacation during the period October 1st to May 31st. Full-time line run drivers requests for vacation between June 1st and September 30th shall be indicated to management by April 30th each year. The final vacation list shall be posted by May 1st.

b) **Any** full-time line run driver, whose employment is terminated for **any** reason whatsoever, shall receive his full vacation credit since the last day upon which vacation pay was calculated.

32.4 Part-time line run drivers will receive vacation pay of four per cent (4%)

32.5 a) **All** temporarily vacant shifts of a duration of five (5) consecutive days or more will be posted on a rotating board in two week intervals. Maximum two (2) **moves**. Posting will be removed Wednesday at noon for first move, Thursday at noon for second **move**.

b) If any shift becomes permanently vacant, the following will apply:

1. The Company will post first ten (10 days as per 32.5(a).
2. Full-time line run drivers will be canvassed according to seniority first, and their preference on file.

c) Any driver must be available for the complete duration of any shift changes.

ARTICLE 33

HOLIDAYS

33.1 For the purpose of this agreement, the following days are paid holidays:

New Year's Day	Labour Day.
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (In lieu of Remembrance Day)	

If Heritage day is proclaimed a Statutory Holiday by the Provincial Government, it will be added to the above list of holidays.

33.2 When one of the observed statutory holidays falls on a Saturday or Sunday, the day proclaimed by the Federal Government shall be the day observed and the employee shall be paid the statutory holiday pay in accordance with the conditions outlined below.

33.3 All employees shall be paid their normal daily hours to a maximum of eight (8) hours pay at their appropriate hourly rate for the above mentioned holidays in accordance with the qualifications of the Canada Labour Code. Company recognized Union Representatives who fail to meet the qualifying standards as set out in the Canada Labour Code, due to being on a Union Leave of Absence to conduct Union Business, will not be disadvantaged or discriminated against for Statutory pay entitlement.

- 33.4 Any of the statutory holidays as listed, falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay or one extra day's vacation shall be granted in lieu of pay, at the employee's discretion.
- 33.5 Personnel required to work on the statutory holidays shall be paid 1 1/2 times their normal rate of pay in addition to the statutory holiday pay.
- 33.6 Part-time employees shall be compensated in accordance with the Canada Labour Code.

ARTICLE 34

GROUP INSURANCE BENEFITS

- 34.1 Unless otherwise noted, the Company will pay 100% of the premiums for the group Insurance outlined below for all full-time line run drivers up to the date on which they reach age seventy (70), at which time they will no longer be eligible to receive the benefits.
- 34.2 The Company will provide the union with copies of all policies outlining the benefits as they pertain to the Union and its full-time line run drivers. Should the Company desire to change carriers, it will first notify the Union and 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. EMPLOYEES SHOULD ALWAYS REFER TO THEIR COPY OF THE BENEFIT BOOK TO SEE THE FULL BENEFIT PROGRAM AVAILABLE TO THEM.
- 34.3 Group Life Insurance— each full-time line run driver is eligible for group life insurance coverage up to 100% of their annual salary subject to a limitation of \$100,000.00. Insurance coverage will be reduced to 50% of their annual salary at age sixty-five (65).
- 34.4 Accident Death and Dismemberment Insurance — each full-time line run driver is eligible for group accidental death and dismemberment insurance coverage up to 100% of their annual salary subject to a limitation of \$100,000.00.

34.5 Dental Insurance – the company agrees to provide full-time run drivers with a dental insurance plan that provides for each family paying the first \$50.00 in each calendar year. Cleaning will be allowed and covered every nine (9) months.

34.6 Extended Health Care Coverage – the Company agrees to provide full-time drivers with an extended health care plan. This plan will include;

1) Semi-private room accommodation in hospitals;

2) Hearingaid and vision plan, The plan will pay up to \$175.00 every two years for eye glasses and up to \$65.00 for an eye examination every two years for adults and every year for dependent children;

3) Drug plan with a deductible of \$4.00 for each prescription plus any dispensing fee over \$9.30 for each prescription; and

4) Health plan while outside Canada, subject to a \$25.00 deductible in each calendar year

34.7 Full-time line run drivers will accumulate sick days at the rate of one-half (1/2) 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 sixty (60). If a sick-day is required, the rate of pay will be equal to 75% of their regularly scheduled hours. A full-time line run driver 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 a full-time line run driver asks to be removed from any scheduled work due to medical reasons.

34.8 MTO Medicals: the Company will pay for any MTO Medical not covered by OHIP.

34.9 Pension Plan For Full Time Employees

Full time employees will be enrolled on a voluntary basis in the current Company Pension Plan, which is administered by Manufacturer's Life Insurance. An Employee will only be enrolled in the Pension Plan after they have returned the completed required forms to the Company.

If a full time employee volunteers to join the Plan, the Company will contribute 4% of the employee's earnings to the plan that must be matched by the employee. The Company will *only* contribute to the plan if the full time employee voluntarily agrees to match the 4% contribution. The Company's contribution will stop if an employee refuses to contribute or withdraws from the plan.

34.10 Hepatitis B shots:

The Company will add this medication to the benefit package and will be available through prescription *only* on the same basis as other drugs covered in the prescription plan.

ARTICLE 35

WAGES

35.1 Full-Time Line Run Drivers

December 1, 2004 \$19.32 Per Hour

December 1, 2005 \$19.90 Per Hour

December 1, 2006 \$20.50 Per Hour

Part-Time Line Run Drivers

December 1, 2004 \$18.36 Per Hour

December 1, 2005 \$19.00 Per Hour

December 1, 2006 \$19.66 Per Hour

ARTICLE 36

CLOSURE AGREEMENT

36.1 In the event that Trentway Wagar loses the contract to provide transit services to the Town of Whitby the provisions of Schedule "D" shall apply.

ARTICLE 37

DURATION OF AGREEMENT *

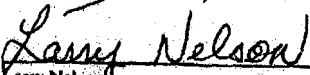
37.1 This agreement shall be in full force and effect from December 1, 2004 to November 30, 2007. In the event that either party desires amendments to the Agreement, such must be sent to the other party by registered mail within the last sixty (60) days of the agreement.

DATED AT WHITBY, ONTARIO, THIS 23RD DAY OF DECEMBER, 2004.

FOR THE UNION


Tim Thompson



Nelson Saumur

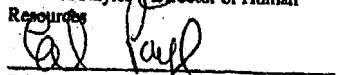

Larry Nelson


Mike Reiter

FOR THE COMPANY


James Devlin, President


Deborah Nayler, Director of Human Resources


Ed Page -- Director of Contract Services

SCHEDULE "A"

FULL-TIME TRENTWAY-WAGAR SENIORITY LIST

November 30, 1994

Employee	Date
Grant Irvine	26 Nov 1990
Roxane MacKay	26 Nov 1990
Doris Gimblett	26 Nov 1990
Karen O'Donnell	26 Nov 1990
Guillaume Proulx	26 Nov 1990
Gerry Gemon	26 Nov 1990
Robert Watt	26 Nov 1990
Tim Thompson	26 Nov 1990
Ian Morrissey	26 Nov 1990
Rick DeJong	26 Nov 1990
Carol Adams	26 Nov 1990
David Wichall	26 Nov 1990
Ernie Fleetwood	29 April 1991
Lorne Hamphill	27 July 1992
Nelson Saumur	01 April 1993
Barb Heath	04 Sept 1995
Sandra Buller	04 Dec 1995
Jean Fleetwood	04 June 2001
Bob Ayres	04 June 2001
Tammy Hill	14 Jan 2002
Robin St. Pierre	03 June 2002
Stan Gore	19 April 2004
Jerry Burns	19 April 2004
Pam Andrews	29 Nov 2004
Jeff Johns	29 Nov 2004
Wayne Bowen	29 Nov 2004
Mike Roache	29 Nov 2004

SCHEDULE "B"

PART-TIME SENIORITY LIST

SENIORITY DATE VACATION ENTITLEMENT DATE	
John Edmunds	26 Nov 1990
John Adams	29 June 1991
Mike Surano	18 May 1994
Andy Borger	27 Dec 1994
Larry Nelson	18 Dec 1999
Walter Moreau	06 Jul 2000
Pan Andrews	15 Dec 2000
Keith Glass	11 Oct 2000
Annette Robinson	26 Sep 2001
Carmen Ciccarelli	25 Nov 2002
Wayne Madder	17 Sep 2003
Les Twyman	17 May 2004
Dev Mahadeo	20 Sep 2004
David Parise	22 Nov 2004
Chris Hardy	22 Nov 2004
Scott Adams	22 Nov 2004
John McGrath	22 Nov 2004
Gerard Clare	22 Nov 2004
Alice Motley	22 Nov 2004
Steve Pickering	22 Nov 2004
Robert Heaslip	22 Nov 2004
Steve Jackson	22 Nov 2004

SCHEDULE "C"

DATE THAT WILL BE USED TO DETERMINE VACATION ENTITLEMENT

November 30, 1994

Employee	Date
GRANT IRVINE	5 SEPT 80
ROXANE MACKAY	06 APRIL 87 ✓
DORIS GIMBLETT	15 FEB 88 ✓
KAREN O'DONNELL	21 AUG 89 ✓
GUILLAUME PROULX	21 AUG 89 ✓
GERRY GEMON	21 AUG 89 ✓
ROBERT WATT	21 AUG 89 ✓
TIM THOMPSON	21 AUG 89 ✓
IAN MORRISSEY	21 AUG 89 ✓
RICK DEJONG	22 JAN 90 ✓
CAROL ADAMS	07 MAY 90
DAVID WICHALL	07 MAY 90
ERNIE FLEETWOOD	26 NOV 90
LORNE HEMPHILL	20 NOV 89
NELSON SAUMUR	28 NOV 90
BARB HEATH	05 JAN 91
SANDRA BULLER	28 JUN 91
JEAN FLEETWOOD	10 JUL 93 ✓
BOB AYRES	29 AUG 94
TAMMY HILL	27 DEC 99
ROBIN ST. PIERRE	10 JUL 00
STAN GORE	23 MAR 01 ✓
JERRY BURNS	11 MAR 02 ✓
PAM ANDREWS	10 JUL 00 ✓
JEFF JOHNS	30 AUG 02 ✓
WAYNE BOWEN	17 MAR 03 ✓
MIKE ROACHE	12 APR 04 ✓

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