

COLLECTIVE BARGAINING AGREEMENT

Between

TRENTWAY-WAGAR INC.

(the Company)

And

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION
AND
GENERAL WORKERS UNION OF CANADA**

(CAW-CANADA) AND IT'S LOCAL 222

(the Union)

IN EFFECT FROM

DECEMBER 1, 2007

TO

NOVEMBER 30, 2009

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ARTICLE 1

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 other working conditions for all **employees employed as Drivers** of the Employer at Whitby, Ontario, working under contract for the **Regional Municipality of Durham (RMD)**, employed as 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a pardon has been granted by any authority under law and, if granted or issued under the Criminal Records Act, has not been revoked or ceased to have effect.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) **Drivers employed by the Company and** 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) **Driver** from the full-time group and one (1) **Driver** from the part-time group **or their alternates** 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. **Drivers** 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 **Drivers** covered by this Agreement who have not done so and all new **Drivers** 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 **Drivers** 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 **Drivers** who are hired by the Company must pay Initiation Fees of \$10.00 as a condition of further employment.

A **Driver'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 Members Receive 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 **Drivers** covered by this Agreement, and new **Drivers**, 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 **Drivers** 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.

6.9

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) **Drivers** who acquire seniority.
- b) **Drivers** transferred into or out of the Bargaining Unit.
- c) Hours worked by probationary, **Part-time and Full-time Drivers**.

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) **Drivers** extended leave of absence.
- b) **Drivers** on Sickness and Accident and Compensation and the date of occurrence.
- c) **Drivers** who have lost seniority.
- d) **Drivers** who are discharged.

ARTICLE 8

SENIORITY

- 8.1 The fundamental rules respecting seniority are designed to give Drivers an equitable measure of security based on the following:
- a) **Full-time Driver – Drivers** in this group have their seniority established as per Schedule “A” of this Agreement. New **Drivers** entering this group will establish seniority in this group by virtue of the date they enter this group.
 - b) **Part-time Driver – Drivers** in this group are ranked for purposes of seniority as set out in Schedule “B”. **New Drivers entering this group will establish seniority in this group by virtue of the date they enter this group.**
 - c) **Probationary Drivers** – will attain seniority after having worked 240 hours with the Company **performing duties covered by this Agreement set out in Article 2.1** and will have their names placed at the bottom of the part-time seniority list.
- 8.2 The term seniority, for a **Full-time Driver** shall be considered to mean the length of continuous service with Trentway-Wagar Inc. before **January 23, 2008** within the bargaining unit if employed as a **Full-time Driver** on that date, or the date of hire as a **Full-time Driver** if the **Driver** is employed as a **Full-time Driver** after **January 23, 2008**.
- a) **If a Full-time Driver wishes to become a Part-time Driver and relinquish their benefits, they would carry their full-time Seniority Date to the Part-time Seniority list.**
 - b) **If a Part-time Driver wishes to become a Full-time Driver, and the Company requires a Full-time Driver, they would begin with a new Seniority date commencing with their date of transfer to become a Full-time Driver.**
 - c) **A Driver who has transferred from Full-time to Part-time, and then back to Full-time, and the Company requires a Full-time Driver, would begin with a new Seniority date commencing with their date of transfer to once again become a Full-time Driver.**
- 8.3 All **Full-time 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 **Driver** is hired on the same date, the Company will randomly assign each **Driver** with a seniority code number, this number will be used in determining each **Driver'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 **Driver's** employment shall be terminated for any of the following reasons:
- a) If a **Driver** voluntarily quits the employ of the company.
 - b) If a **Driver** is discharged for just cause and is not reinstated pursuant to provisions of the grievance procedure.
 - c) If a **Driver** overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the **Driver** shall be subject to discipline up to and including discharge, unless the **Driver** has a satisfactory reason acceptable to the Company for such absence.
 - d) If a **Driver** 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, a **Driver** will be retained on the seniority list for a period of thirty-six (36) months.
- 9.2 **Drivers** 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 **Driver(s)** will have a twelve (12) month period upon which to return to the bargaining unit. If such **Driver** does not return to the bargaining unit after twelve (12) months they will lose all seniority.

- 9.2 A **Driver** 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 **Driver** 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 **Driver**, and pass a skills competency test administered by a Company signing authority representing the Ministry of Transportation. In no instance will a **Driver** be allowed to work beyond their 70th birthday.

ARTICLE 10

LAY-OFF AND RECALL

- 10.1 If one or more **Full-time Drivers** are affected by a decision of the Company **or the RMD** to discontinue one or more bus runs, the **Full-time Driver(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 **Driver (if available)** who assumed the number one position on the **Part-time** seniority list will automatically be recalled to the **Full-time** seniority list. Such **Driver(s)** will maintain their previously established full-time seniority date.
- 10.2 **Drivers** 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 **Drivers** 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 Laid off **Drivers** 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 11

JOB POSTING

- 11.1 In the event new **Full-time positions** are created or **Full-time** vacancies occur within the **Bargaining Unit**, the Company will post such new **positions** or vacancies for a period of five (5) working days in order to allow **Part-time Bargaining Unit Drivers** to apply.
- 11.2 The **Driver** 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 a **Driver** as to the interpretation, application, administration or alleged violation of this Agreement.
- 12.2 **STEP ONE** – A **Driver** 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 **Company** 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 **Drivers**, or to a Union policy grievance.
- 12.7 The following special procedure shall be applicable to a grievance alleging improper discharge of a **Driver**. 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** **but, in any event, no extension agreed to by the Parties can be for a period of time greater than 90 days.**
- 12.9 The Company will pay all settled grievances when the current pay period is remunerated.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 a) **Drivers** 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 **Driver** 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 **Drivers who are** 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) **Drivers** 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 A **Driver** 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 **Driver**.
- 15.2 Seniority will continue to accumulate for the period of such leave of absence.
- 15.3 The **Driver'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.

- 15.4 **EMERGENCY LEAVE**

The Parties agree that **Drivers** 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:

- a) Personal illness, injury or medical emergency.
- b) The death, illness, injury or medical emergency of an individual described below.
- c) An urgent matter that concerns an individual described below.

The above is applicable to the following individuals:

The **Driver's** spouse or same sex partner; parent, step parent or foster parent of the **Driver's** spouse or same sex partner. A child, step-child, or foster child of the **Driver**, the **Driver's** spouse or same sex partner. A

grandparent, step grandparent, grandchild, or step grandchild of the **Driver**, the **Driver's** spouse or, same sex partner. The spouse or same sex partner of a child of the **Driver**. The **Driver's** brother or sister.

The **Driver**, 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 **Driver** for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the **Driver** 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, Port Elgin, Ontario N0H 2C5.
- 16.2 The Company further agrees that **Drivers who are** 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. **Drivers** 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 **Driver** 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 **Driver** 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 **Drivers** 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 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

- 21.1 a) Every **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 **scheduled** 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.
- b) **In the case of a death of a niece or nephew of a Driver, the Driver would be entitled to a one day leave with pay at their normal rate of pay, for the day of the funeral only.**

- 21.2 Immediate family includes spouse or common-law partner; **Driver's** father and mother and the spouse or common-law partner of the father or mother; **Driver's** children and the children of the **Driver's** spouse or common-law partner; **Driver's** grandchildren; **Driver's** brothers, brother-in-laws, sisters and sister-in-laws; **Driver'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 **Driver** who resides permanently with the **Driver** or whom the **Driver** 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

COPY OF AGREEMENT

- 24.1 Company to provide a copy of the Collective Agreement to bargaining unit **Drivers**.

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 **Drivers** according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

ARTICLE 27

PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS

- 27.1 The Company **will** advise the Union **at the same time it is in a position to make the information public** of any contemplated shutdown of operations that will affect the **Drivers**. 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 **Drivers** involved.

ARTICLE 28

HOURS OF WORK

- 28.1 The parties recognize that the normal hours of work will vary with the schedules of service and requirements of the **RDM** 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 Drivers**, the normal work day shall consist of eight (8) hours per day, forty (40) hours per week, with two (2) consecutive days off. **The maximum hours a Driver can work in a week is forty-eight (48).**
- 28.3 Overtime shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for all hours worked in excess of eight (8) hours a day.
- A Driver may bank their overtime hours at the rate of 1.5 hours for each hour of overtime worked to a maximum of 40 regular hours (Ex. 26.67 hours of overtime worked = 40 hours of straight time). Instead of receiving a cash payment for the overtime, a Driver would take paid time off.**
- 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 **If it is no longer feasible for all work days to have overtime start after 8 hours, the Union and the Company will meet to develop some modified work shifts by extending the hours of a work day beyond 8 hours and overtime would only be paid in those circumstances after a Driver worked 40 hours in a work week. The sole purpose for creating these new work days would only be to create additional Full-time Driver positions.**

- 28.6 There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.
- 28.7 a) Each week the **Full-time and** Part-time availability sheets will be posted until Wednesday at noon. Drivers are required to note the days in the next seven day period beginning on the following **Saturday** they are available to operate work shifts (**in the case of Full-time Drivers extra work shifts**). If any particular type or specific shift is not wanted or preferred, this is to be specified on the **availability** sheet and the Company will **try to** accommodate when dispatching.
- b) **Drivers who have signed the availability sheet will be assigned work shifts by Seniority with available Full-time Drivers being assigned first and then Part-time drivers. Dispatch will assign the work and post it by 15:00 Thursday:**
- Drivers will be responsible to contact dispatch to get their work assignments.**
- Any Part-time Driver who does not make themselves available for work would only be asked to work after all available drivers have been assigned work shifts.**
- c) **When applying Seniority to open work shifts, the advantage means the work shift with the highest dollar being considered the most desirable and; when the dollar value is the same, the work shift with the earliest finishing time.**
- d) **All Part-time Drivers 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. A Part-time Driver with a seniority date after December 1, 2007 is required to work at least four (4) weekend/stat holiday days each month.**
- 28.8 Full-time Drivers who have worked less than 40 hours per week **and** who have **made themselves available for extra work shifts in accordance with Article 28.7** will be asked first to fill **any open work shifts** provided such work does not put the **Driver** into an overtime situation. Where there are no **Full-time Drivers** available to do the shifts without the payment of overtime, **Part-time Drivers who have made themselves available in accordance with Article 28.7** will be asked to perform the scheduled work provided the performing of the scheduled work will not provide the **Part-time Driver** with more than 40 hours of work in the week.

- 28.9 The Company agrees that **Drivers** may from time to time request the opportunity of exchanging shifts with other **Drivers** 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.
- 28.10 The company will discuss permanent changes to existing shift starting times and rotation with the Transit Committee prior to implementation.
- 28.11 Subject to Article 28. 1, the Company will endeavour to maintain the present eight (8) hour shifts.
- 28.12 Overtime shall be voluntary. **Drivers** who accept a run that normally includes overtime shall work the overtime normally included in the run.
- 28.13 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.
- 28.14 a) **Bidding on Runs.** The Company will distribute to all **Full-time 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 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 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 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 **Driver** 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.
- 28.15 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:**
 - i) **The Company will post first ten (10 days as per 28.15(a)).**
 - ii) **Full-time 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 29

OVERTIME EQUALIZATION

- 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.
- 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 **Driver** for missed opportunity. Should a **Driver** 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 a **Driver** 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 **Driver** 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 a **Driver** it will be put in writing and a copy will be provided to the **Driver** and Union. Notwithstanding the above, the employer shall have the right to remove a **Driver** 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 a **Driver** 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 **Driver** and Union will receive a copy of the final determination of a preventable accident.

ARTICLE 31

HEALTH AND SAFETY

- 31.1 **Drivers** 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 **Drivers**.
- 31.4 a) 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:
- i) Promote compliance with pertinent legislation.
 - ii) Investigate all accidents **that is not being investigated by an organization that has been authorized by Government Legislation to investigate the accident.**
 - iii) Meet at least once a month to review their findings and make recommendations to management on the elimination of health and safety hazards.
- b) 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 **Company designated** uniform at all times while on duty. Any deviation to be at manager's discretion only.

Summer (May 1 to Sept. 30) **and, any other time when the outside temperature reaches 27 degrees Celsius : applicable** shirt (optional tie) or golf shirt, long pants or shorts/culottes (with black socks); black or brown shoes.

Winter (Oct. 1 to April 30): **applicable** 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 **RMD** 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 a **Driver** becomes physically handicapped and is unable to continue their job, the Company agrees to meet with the **Driver** 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 **Drivers** will be trained in WHMIS at the Company's expense as per Canada Labour Code.
- 31.10 Company to pay the cost of **Driver** 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 **each Driver** with the CAW anti-harassment training, with the one day's wages to **Full-time Drivers** being split on a 50/50 basis between the Company and the Union **for the initial training only.**

ARTICLE 32

VACATION WITH PAY

- 32.1 All **Full-time Drivers** on the payroll shall receive vacations with pay each year in accordance with their service as set out in Schedule "A".
- 32.2 All **Full-time Drivers** on the payroll shall receive vacations with pay each year, according to seniority, on the following basis:
- a) Full-time **Drivers** who have completed one (1) years' service with the Company, as of date of employment, shall receive two (2) weeks vacation with pay based on four per cent (4%) of the previous calendar year gross earnings.
- b) Full-time **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 **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 **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 Driver** shall be allowed vacation pay in lieu of his holidays in excess of two weeks. A **Full-time 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 **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 **Drivers** having three (3) weeks vacation shall take at least one (1) week vacation during the period October 1st to May 31st. Full-time **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 **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 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 **Drivers** will receive vacation pay of four per cent (4%).

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)	
Family Day, proclaimed by the Province of Ontario, that would also be in lieu of any holiday that could be proclaimed by the Federal Government as a Statutory Holiday.	

- 33.2 When one of the observed statutory holidays falls on a Saturday or Sunday, the day proclaimed by the Federal Government (**unless the Parties agree in advance to another substitute day**) shall be the day observed and the **Driver** shall be paid the statutory holiday pay in accordance with the conditions outlined below.
- 33.3 All **Drivers** 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 a **Driver's** annual vacation shall be paid in addition to the **Driver's** annual vacation pay or one extra day's vacation shall be granted in lieu of pay, at the **Driver's** discretion.
- 33.5 Personnel required to work on the statutory holiday shall be paid 1 ½ times their normal rate of pay in addition to the statutory holiday pay.
- 33.6 Part-time **Drivers** 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 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 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 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).

When the Company reviews annually the premium paid for Life Insurance based on the income of its Drivers, the Company will for those individuals who take a Leave of Absence to conduct Union Business, have their annual income grossed up by crediting the individual with eight (8) hours per day and forty (40) hours for each week that the individual is on Leave. The total hours will be multiplied by the Hourly Rate of Pay in effect for the period and added to their actual income to determine the value of their Life Insurance coverage for the next twelve month period.

34.4 Accident Death and Dismemberment Insurance – each Full-time 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 Drivers with a dental insurance plan that provides for each family paying the first \$25.00 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:

- a) Semi-private room accommodation in hospitals;
- b) Hearing aid and vision plan. The plan will pay up to \$225.00 every two years for eye glasses and up to \$90.00 for an eye examination every two years for adults and every year for dependent children;
- c) Drug plan with a deductible of \$4.00 for each prescription plus any dispensing fee over \$10.30 for each prescription; and
- d) Health plan while outside Canada, subject to a \$25.00 deductible in each calendar year

34.7 Full-time **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 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 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 **and eligible Part-time Drivers**

- a) Full-time **Drivers** will be enrolled on a voluntary basis in the current Company Pension Plan, which is administered by Manufacturer's Life Insurance. **A Driver will only be enrolled in the Pension Plan after they have returned the completed required forms to the Company.**
- b) If a **Full-time Driver** volunteers to join the Plan, the Company will contribute 4% of the **Driver's** earnings to the plan that must be matched by the Driver. The Company will only contribute to the plan if the **Full-time Driver** voluntarily agrees to match the 4% contribution. The Company's contribution will stop if a **Driver** refuses to contribute or withdraws from the plan.
- c) **For those Drivers who take a Leave of Absence to conduct Union Business, that the Company will base its contribution to the Pension Plan on the actual earnings in a pay period, plus eight (8) hours per day to a maximum of forty (40) hours each week that the Driver is on Leave in the same period. The hours will be multiplied by the Hourly Rate of Pay in effect for the Pay Period and the value will be added to the actual earnings to determine the actual contribution the Company will make to the Pension Plan on behalf of the Driver. The Company will only make the contribution if the Driver involved has signed in advance, a document supplied by the Company authorizing the Company to deduct the same amount from the Driver's actual earnings in the Pay Period as required by the Collective Bargaining Agreement between the Parties.**

- d) **Part-time Drivers 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 2007 is \$ 43,700. Therefore, the required annual earnings for that year would be \$15,295 to qualify for the Pension.**

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 Drivers

December 1, 2007 \$ 21.32 Per Hour

December 1, 2008 \$ 22.07 Per Hour

Part-Time Drivers

December 1, 2007 \$ 20.45 Per Hour

December 1, 2008 \$ 21.17 Per Hour

ARTICLE 36

CLOSURE AGREEMENT

36.1 In the event that Trentway-Wagar loses the contract to provide transit services to the **RDM** the provisions of Schedule “**C**” shall apply.

ARTICLE 37

DURATION OF AGREEMENT

37.1 This agreement shall be in full force and effect from December 1, 2007 to November 30, 2009. 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 18th DAY OF FEBRUARY, 2008.

FOR THE UNION

Tim Thompson

Nelson Saumur

Annette Robinson

FOR THE COMPANY

James Devlin, President

**Deborah Nayler – Vice-President of
Human Resources**

**Ed Page – Director of Contract
Services**

SCHEDULE "A"

FULL-TIME DRIVER LIST

DRIVER	COMPANY HIRE DATE	VACATION ENTITLEMENT DATE	SENIORITY DATE
Mackay, Roxane	Nov 26, 1990	Apr 6, 1987	Nov 26, 1990
Gimblett, Doris	Nov 26, 1990	Feb 15, 1988	Nov 26, 1990
O'Donnell, Karen	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Proulx, Guillaume	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Gemon, Gerry	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Watt, Robert	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Thompson, Tim	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Morrissey, Ian	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990
Dejong, Rick	Nov 26, 1990	Jan 22, 1990	Nov 26, 1990
Adams, Carol	Nov 26, 1990	May 7, 1990	Nov 26, 1990
Wichall, Dave	Nov 26, 1990	May 7, 1990	Nov 26, 1990
Fleetwood, Ernie	Nov 26, 1990	Nov 26, 1990	Apr 29, 1991
Hemphill, Lorne	Nov 19, 1990	Nov 20, 1989	Jul 27, 1992
Saumur, Nelson	Nov 28, 1990	Nov 28, 1990	Apr 1, 1993
Heath, Barb	Dec 30, 1990	Dec 30, 1990	Sep 4, 1995
Buller, Sandra	Jun 28, 1991	Jun 28, 1991	Dec 4, 1995
Fleetwood, Jean	Jul 10, 1993	Jul 10, 1993	Jun 4, 2001
Ayres, Bob	Aug 29, 1994	Aug 29, 1994	Jun 4, 2001
Hill, Tammy	Oct 20, 1997	Oct 20, 1997	Jan 14, 2002
St. Pierre, Robin	Apr 24, 1992	Apr 24, 1992	Jun 3, 2002
Gore, Stan	Aug 27, 2000	Aug 27, 2000	Apr 19, 2004
Burns, Jerry	Mar 11, 2002	Mar 11, 2002	Apr 19, 04
Andrews, Pam	Apr 7, 1994	Apr 7, 1994	Nov 29, 2004
Johns, Jeff	Aug 19, 2001	Aug 19, 2001	Nov 29, 2004
Bowen, Wayne	Mar 17, 2003	Mar 17, 2003	Nov 29, 2004
Roache, Mike	Apr 12, 2004	Apr 12, 2004	Nov 29, 2004
Clare, Gerard	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006
Madder, Wayne	Sep 17, 2003	Sep 17, 2003	Jan 3, 2006
McGrath, John	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006
Parise, David	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006
Goodman, William	Mar 21, 2005	Mar 21, 2005	Sep 5, 2006
Hardy, Christopher	Nov 22, 2004	Nov 22, 2004	Sep 5, 2006
Neill, George	Mar 21, 2005	Mar 21, 2005	Sep 5, 2006
Pickering, Steven	Nov 22, 2004	Nov 22, 2004	Sep 5, 2006
Labrakos, George	Sep 22, 2004	Sep 22, 2004	Dec 3, 2007

SCHEDULE "B"

PART-TIME DRIVER LIST

DRIVER	COMPANY HIRE DATE	VACATION ENTITLEMENT DATE	SENIORITY DATE
Edmunds, John	Nov 26, 1990	Nov 26, 1990	Nov 26, 1990
Surano, Mike	May 18, 1994	May 18, 1994	May 18, 1994
Nelson, Larry	Oct 21, 1996	Oct 21, 1996	Dec 15, 1999
Moreau, Walter	Jul 6, 2000	Jul 6, 2000	Jul 6, 2000
Glass, Keith	Oct 11, 2000	Oct 11, 2000	Oct 11, 2000
Robinson, Annette	Sep 26, 2001	Sep 26, 2001	Sep 26, 2001
Ciccarelli, Carmen	Nov 25, 2002	Nov 25, 2002	Nov 25, 2002
Twyman, Les	May 17, 2004	May 17, 2004	May 17, 2004
Mahadeo, Dev	Sep 20, 2004	Sep 20, 2004	Sep 20, 2004
Jackson, Steve	Nov 22, 2004	Nov 22, 2004	Nov 22, 2004
Dunn, Edward	Sep 5, 2000	Sep 5, 2000	Jan 3, 2006
Johnston, Terri-Lynn	Jan 24, 2005	Jan 24, 2005	Jan 3, 2006
Kimmerly, Sherry	Feb 18, 2005	Feb 18, 2005	Jan 3, 2006
Gormley, John	Jan 18, 2006	Jan 18, 2006	Jan 18, 2006
Hinderyckx, Paul	Jan 18, 2006	Jan 18, 2006	Jan 18, 2006
Geroux, Allan	Jun 22, 2000	Jun 22, 2000	Feb 20, 2006
Montgomery, David	Mar 13, 2006	Mar 13, 2006	Mar 13, 2006
Castle-Guidon, Sonya	Mar 24, 2004	Mar 24, 2004	Aug 8, 2006
Inman, Susan	Aug 9, 2006	Aug 9, 2006	Aug 9, 2006
Jackson, Ralph	Aug 9, 2006	Aug 9, 2006	Aug 9, 2006
Mohammed, Lookmandeen	Aug 9, 2006	Aug 9, 2006	Aug 9, 2006
Stefanis, George	Aug 9, 2006	Aug 9, 2006	Aug 9, 2006
Woodruff, Shawna	Sep 7, 1999	Sep 7, 1999	Nov 20, 2006

SCHEDULE “C”

CLOSURE AGREEMENT

In the event that Trentway-Wagar Inc. lost the contract **with the RDM** to provide Transit services to the Town of Whitby for whatever reason, the Company will:

- Actively participate to help the bargaining unit **Drivers** to transfer to the new carrier.
- Offer **Drivers** holding the required operator license the ability to transfer to the Highway Coach Division out of either Toronto or Peterborough or to the Whitby Class D Charter Division as their preference once the Training Dept has reviewed their skill level. Such a transfer would have to adhere to the provisions of the Union contract in place in such division if applicable.
- **Drivers** not holding the required operator license would have the opportunity to go through the Company’s driver training program to upgrade their operator’s license to the required level to effect a transfer as detailed above.
- Benefit Plan to be continued for 3 months following closure.
- Severance payments and notice would be as required under the Canada Labour Code.