

COLLECTIVE BARGAINING AGREEMENT

Between

TRENTWAY-WAGAR INC.

(the Company)

And

(UNIFOR-CANADA) AND IT'S LOCAL 222

(the Union)

IN EFFECT FROM

DECEMBER 1, 2015

TO

NOVEMBER 30TH, 2018

13762 (06)

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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 respect, 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 and bus maintenance staff of the Employer at Whitby, Ontario, working under contract for the Regional Municipality of Durham (RMD), excluding persons classified as manager, supervisor, dispatcher, clerical, school bus and charter drivers.
- 2.2. When the company changes its procedures and policies that affect the Bargaining Unit, in all situations, such as pay schedules and pay reimbursement, the Company will in writing notify the unit Chairperson with these procedures and changes and post for all employees in the bargaining unit.

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a pardon has been granted by any authority under law and, if granted or issued under the Criminal Records Act, has not been revoked or ceased to have effect.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 a) The Company recognizes a Transit Bargaining Unit Committee consisting of not more than three (3) Drivers and one (1) maintenance person 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.
- b) The Union will appoint two maintenance stewards, one of them will be the maintenance person set out in 5.1 a).
- 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) The Company will pay lost time to the Union Committee for meetings that are scheduled and mutually agreed upon;
 - 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.
- 5.5 **The Company agrees to have a Union Chairperson or his designate to meet new employees prior to starting their first shift.**

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 Check off 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 and unit Chairperson upon completion.
- 6.3 All full/part-time & probationary Employees who earn the equivalent of or had the opportunity to earn the equivalent of:

| HRS WORKED | UNION DUES |
|-------------------|-------------------|
| 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.

A 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 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 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.

6.9 Union Leave – Salary Continuation

The Company agrees that for Union leaves the Employer shall continue to pay Employees and bill Unifor Local 222 for hourly costs.

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, Part-time and Full-time 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.

7.3 The Company will supply to the Union an updated Employee contact list on a quarterly basis, which will include available email addresses and cell numbers.

ARTICLE 8

SENIORITY

- 8.1 The fundamental rules respecting seniority are designed to give Employees an equitable measure of security based on the following:
- a) Full-time Employees – in this group have their seniority established as per Schedule “A” of this Agreement. New Drivers outside of the bargaining unit 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.
 - d) Mechanic – Employees whose primary function as a holder of a valid mechanics license, is to maintain in a good and safe operating condition the vehicles operated by the Company and other activities as required by the Company. After completing their 90 Day Probation Period, for the purpose of seniority, the mechanics will be ranked in order as set out in Schedule ‘D’.
 - e) Serviceman - Employees whose primary function is to perform those tasks associated with preventative maintenance to the vehicles as determined by the Company, and other activities as required by the Company. After completing their 90 Day Probation Period, for the purpose of seniority, the servicemen will be ranked in order as set out in Schedule ‘D’.
 - f) Bus Cleaners - Employees whose primary function is to clean vehicles and other activities as required by the Company. After completing their 90Day Probation Period for the purpose of seniority, the Cleaners will be ranked in order as set out in Schedule ‘D’.

NOTE: The Company will determine the number of employees required to operate vehicles in the care and control of the Company as part of their job function. All drivers must be the holder of a valid BZ Drivers License; and all maintenance employees must be the holder of a valid Class DZ Drivers License to continue employment with the Company.

- 8.2 APPRENTICE MECHANICS - The Company reserves the right to establish an apprentice mechanics classification.

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

An apprentice will receive remuneration at the rate of 80% of the rate in effect for Mechanics as noted in the 'Pay Schedule' for the first year and; 85% for the second year and; 90% for the third year.

- 8.3 The term seniority, for a Full-time Employee 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 Employee on that date, or the date of hire as a Full-time Employee if the Employee is employed as a Full-time Employee after January 23, 2008.
- a) If a Full-time Employee wishes to become a Part-time Employee and relinquish their Full-time status, they would carry their Full-time Seniority Date to the bottom of the Part-time Seniority list.
 - b) If a Part-time Employee wishes to become a Full-time Employee, and the Company requires a Full-time Employee, they would carry their Part-time seniority date to the bottom of the Full-time Seniority list.
 - c) An Employee who has transferred from Full-time to Part-time, and then back to Full-time, and the Company requires a Full-time Employee, if the Employee was originally in Schedule 'A', 'B', 'D', as of January 2013 the Employee would be slotted in where their seniority would place them on date of transfer, in the Schedule they are transferring into.
 - d) In the event the Company needs to fill a Full-time position in one (1) of the schedule groups, the transferring Full-time Employee will be placed at the bottom of their new assigned schedule list.
- 8.4 All Employees will appear on seniority list that will be posted in the workplace at all times and the Company will update as required. The posting will be shown as they are in Schedules 'A', 'B' and 'D'. A copy of the Schedules will be given to the Union Chairperson of the Committee.
- 8.5 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.
- 8.6 a) The maximum ratio of Full-time to Part-time Employees in each group in the Bargaining Unit will not exceed one-to-one.

- b) The Company can hire students for casual help as long as such work does not displace bargaining unit positions.
- 8.7 All Bargaining Unit Employees will have an A, B, D, letter showing what Schedule they are in as of January 2013. This letter will indicate what Schedule their Seniority date is and will not change regardless the Schedule they may transfer into.

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:
- a) If an Employee voluntarily quits the employ of the company.
 - b) If an Employee is discharged for just cause and is not reinstated pursuant to provisions of the grievance procedure.
 - c) 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 age of 70, 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 70. The Employee would be required to have a license in good standing, 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.

ARTICLE 10

LAY-OFF AND RECALL

- 10.1 If one or more Full-time Employees in a job classification are affected by a decision of the Company or the RMD 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 (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 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 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 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 Employees by seniority will have the option to take a voluntary layoff to temporary layoff pool. With a recall date, a Driver has a right to that recall date. While on voluntary layoff the Employee may make themselves available for work by signing the availability sheets. Employees on voluntary layoff will not sign on vacation and vacant crew reliefs during this period of layoff.
 - 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 Crews available due to vacation or leave book offs. Shifts will be filled in accordance with Article 28.9.

- 10.6 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.
- 10.7 If the Company requires a lay-off in the maintenance department, the lay-off would be in the job classification requiring the lay-off. However, if the affected individual is qualified, and has the seniority to bump into another job classification in the maintenance department, the employee can do so and their remuneration would be at the applicable rate for their new job classification.

ARTICLE 11

NEW JOB POSTING

- 11.1 In the event new Full-time positions are created within the Bargaining Unit, the Company will post such new positions for a period of five (5) working days in order to allow Bargaining Unit Employees to apply.
- 11.2 The qualified Employee from the Bargaining Unit with the most seniority that applies will be awarded the position.
- a) In the event an Employee from the Full-time group and an Employee from the Part-time group are applying for a new job posting within the Bargaining Unit, for each 2080 hours worked as a Part-time Employee their seniority date would be backed up one year or part thereof, on the basis of 170 hours work credit would be given for one (1) month. If the Part-time Employee was off due to sickness, i.e., WSIB, or Medical, etc., the Company would average the hours lost by using the six (6) months worked previous to their loss of time. This calculation of hours would only be used when a Part-time employee and Full-time Employee are competing for a new job posting.
- b) In the event no Full-time Employee applies for the new job posting, the most Senior Part-time Employee from Schedule B would be awarded the position.
- 11.3 In the event a Serviceman or Mechanic's position becomes available the Employee who applies from the bargaining unit with the most seniority that is qualified and has maintenance experience 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 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 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 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) 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 UNIFOR 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 Employees 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) 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 A 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.

15.4 **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:

- 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 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 Driver'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, UNIFOR, effective from date of ratification, and sent by the Company to the following address: UNIFOR Paid Education Leave Program, UNIFOR Family Education Centre, R.R. #1, UNIFOR Road 25, Port Elgin, Ontario N0H 2C5.

- 16.2 The Company further agrees that Employees 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. 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.
- 17.2 **An employee will receive a minimum two (2) hours pay for work under two (2) hours, also for evaluation training and route training. This does not cover employees returning from sick leave or a personal LOA.**

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.
- 18.2 A Mechanic would receive seventy (70) dollars for each week they are required to be On-Call. If they are required to report to the garage or on-road breakdown, they would receive a minimum as set out in Article 18.1.

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 Employee 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 Employee.

ARTICLE 21

BEREAVEMENT

- 21.1 a) Every Employee 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. In the event of the death of a spouse, parent or child, they will be granted bereavement leave with pay at their normal rate of pay on any of their scheduled working days which occur during the five days immediately following the date of death.
- b) In the case of a death of a niece or nephew of an Employee, the Employee 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; 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 two (2) bulletin boards 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 Employees.

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.

ARTICLE 27

PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS

- 27.1 The Company will advise the Chairperson, President of the Local Union and Representative of the UNIFOR National Union, as soon as the company becomes aware 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 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 Employees, 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 an Employee can work in a week is forty-eight (48).
- 28.3
- a) Overtime for Drivers, Mechanics and Servicemen will 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 or; if mutually agreed to by the Parties, after the agreed daily or pay-period hours.
 - b) Overtime for Bus Cleaners will be paid at the rate of time and one-half in excess of eleven and ½ (11.5) hours a day and after eighty (80) hours in a two week period.
 - c) An Employee 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, an Employee would take paid time off and any time off would be subject to prior written approval from the Company.
 - d) 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.
 - e) There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.

- f) Overtime shall be voluntary. Drivers who accept a run that normally includes overtime shall work the overtime normally included in the run.
 - g) 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 an Employee worked 40 hours in a work week. The sole purpose for creating these new work days would only be to create additional Full-time Employee positions.
- 28.4 The company will discuss permanent changes to an Employee's existing shift starting times and prior to any implementation with the elected Union Committee.
- 28.5 Subject to Article 28. 1, the Company will endeavour to maintain the present eight (8) hour shifts.
- 28.6 The Company agrees that any shift of a duration of seven (7) hours and fifteen (15) minutes or greater will be paid as a minimum of eight (8) hours.
- 28.7 Bidding on Runs - To assure the Drivers will receive the most accurate information available; the Company will distribute to the Drivers every two months, to coincide with the Region of Durham's bidding schedule, a list of all the Crews (Work Weeks) available to bid on for the next two month period in the following order.
- a) By Bargaining Unit Seniority, each Full-time Driver will place their name next to their preferred choice of any open Crew on the Master List retained in the office.
 - b) By Bargaining Unit Seniority, each Part-time Driver has the option to fill in their name next to their preferred choice of any open Crew on the Master List. No Part-time Driver is required to select a Crew at this time.
 - c) By Bargaining Unit Seniority, remaining eligible Drivers (a Full-time Driver that has a crew with less than 40 hours per week and each Part-time Driver) have the option to fill their name next to their preferred choice of any work day (s) in any open Crew on the Master List that does not create overtime. No Driver is required to select any work days at this time.
 - i. Crew guides will be provided to the Union twenty-one (21) days prior to posting to accommodate constructive input unless the Company is unable to do so for competitive reasons.
 - ii. The above bidding process will take place on the first three (3) working days (excluding Saturday, Sunday and Statutory Holidays recognized in this Agreement) following the 20th day of the month, immediately prior to the effective date for the new two month period.

- iii. Preferred Crews and Days will be assigned to Drivers on a seniority basis becoming effective on the first Monday in the month following the above mentioned dates.
 - iv. Except as provided for elsewhere in this Agreement, a Driver would be committed to operate their chosen Crew and Days for the two month period.
 - v. To be consistent with Durham's Bidding process, The Company would complete a re-bid if for some reason Durham changed their bidding period from the current two month period.
 - vi. At the time of bidding, if a driver is on temporary leave with a return date greater than two weeks after the effective date of the bid period, they would not sign for a run but would have their choice of runs received by any junior driver. The remaining junior drivers would be canvassed for rebid from the point of the returning driver.
 - vii. If and when the Company cannot fall back on the Crews of the preceding shift sign up, then that Driver failing to bid on sign-up for a Crew will be put to the bottom of the Full-time seniority list and then said person will be assigned to the highest paying open Crew on the bid sheet for duration of sign-up period.
- d) For the purpose of this article, maintenance will include mechanics, cleaners and service person. The bidding process for these departments will be three (3) month intervals, commencing on the first Monday of the month following the sign-up.

28.8 a) Weekly Sign-up Process For Available Drivers - Each week the Full-time and Part-time availability sheet will be posted until Wednesday at noon. Drivers are required to note the days, and the from and to time of availability in the next seven day period beginning on the following Monday they are available to operate work shifts (in the case of Full-time Drivers extra work shifts).

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. If changes are made after the work assignments have been posted, dispatch must notify the affected drivers.

c) 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.

- d) When applying Seniority to open work shifts, the advantage means the work shift with the highest dollar value being considered the most desirable and; when the dollar value is the same, the work shift with the earliest finishing time.
 - e) Full-time Drivers who have worked less than 40 hours per week (for reasons not associated with Vacation Time off) and who have made themselves available for extra work shifts in accordance with Article 28.8 will be asked first to fill any open work shifts provided such work does not put the Driver into an overtime situation. Exceptions may be made on a case by case basis. 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 28.8 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.
 - f) All Part-time Drivers must make themselves available 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.
- 28.9 a) All temporary vacant Crews (Work Weeks) will be posted on a Monday. There will be a maximum of two (2) moves for Full-Time Drivers and one (1) move for Part-Time Drivers. The posting will be removed Tuesday at noon for the first move; and Wednesday at noon for the second move; and Thursday at noon for Part-Time Drivers.
- b) Any Driver must be available for the complete duration of any shift changes.
- 28.10 The Company agrees that Employees may from time to time request the opportunity of exchanging shifts with other Employees for their convenience. It must be made in writing by both parties and will be subject to the agreement of the Manager. Such changes will not be reasonably refused as long as there is no additional cost to the Company as a result.

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 a) When a Employee are 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 Driver and Union. Notwithstanding the above, the employer shall have the right to remove an Employee from service immediately pending an investigation.
- b) When the company becomes aware of an infraction with an employee, the Employer must carry out their intent to discipline within seven (7) days.
- 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 an Employees record for a period of 24 months unless further entries occur within the 24 month period. An Employees accident record shall only be cleared when he has driven 24 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. The Company and the Union will split the cost jointly to certify one employee from the Maintenance group and one from the Operators group. The curriculum will be mutually agreed upon by both parties.

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 a) The Parties agree to set up a joint health and safety committee with two (2) members from the Company, one (1) member from the Bargaining Unit, and one member from the Amalgamated Transit 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 **Driver Uniform**

a) Drivers are required to wear a Company designated uniform at all times while on duty. Any deviation would require prior written approval from the Company.

When a driver begins their employment in the Bargaining Unit, they will receive:

i) Three golf shirts and five dress shirts;

ii) Three ties;

iii) One windbreaker or one three season coat;

iv) Three pairs of trousers and three pairs of shorts; and a

v) Company sweater.

Annually on March 1st or November 1st whichever is closest to their seniority date, a Full-Time Driver will receive if required:

- i) Three golf shirts and five dress shirts;
- ii) Three ties;
- iii) One windbreaker or one three season coat;
- iv) Three pairs of trousers and three pairs of shorts; and a
- v) Company sweater.

Part-time Drivers will at the same times noted above, be able to replace any article of the Uniform due to normal wear-and-tear while performing their duties on behalf of the Company.

- b) Summer (Victoria Day weekend to Thanksgiving weekend): applicable shirt (optional tie), or golf shirt, long pants or shorts/culottes with black socks, black or brown (lace-up or slip-on) shoes that shall be polish able and cover the entire foot.
- c) Winter (End of Thanksgiving weekend – Start of Victoria Day weekend): Mandatory applicable shirt with tie, company approved sweater, long pants; black or brown (lace-up or slip-on) shoes, that shall be polishable and cover the entire foot. During inclement weather, a conventional boot with insulated lining may be worn in lieu; provided that the exterior finish is as described above style, and there is no interference with driving a bus.
- d) Headgear will only be allowed to be worn if the RMD gives approval and if prior written approval is given by the Manager.
- e) Shirts shall be buttoned to the collar and tucked into the pants.
- f) All Drivers shall be personally clean and neat with clean uniform garments while in service.
- g) No other garments shall be worn in place of or over the Uniform garments unless prior written approval is given by the Company.
- h) Hair shall be neatly trimmed or styled presenting a professional image complementing the integrity of the Uniform. Long hair, if worn, shall be maintained in a kept condition off the shoulders and front torso so as not to compromise safety in the operation of a bus or obstruct the field of vision.
- i) Facial hair (including sideburns, beards, moustaches, goatees), if worn, shall be neatly trimmed or styled and shall not compromise the safe operation of the bus.
- j) If through no fault or negligence on the part of a Driver while performing their duties for the Company, any part of a Driver's Uniform is damaged by oil, grease,

etc. beyond cleaning, or torn beyond repair; the Company will replace the damaged items.

31.6

Maintenance Employee

- a) The Company will provide and pay for the rental costs of a clean coverall for each mechanic and serviceman for each work day and up to seven (7) pairs of coveralls for Full-time bus washers for each period.
- b) The company will **reimburse up to 175.00** per year (if supported by a proof of purchase) towards **unlimited amount of purchases** of CSA approved safety footwear to a full-time employee following their first year of service.
- c) Part-time Employees who are members of this Bargaining Unit will receive a \$125.00 contribution for the purchase of CSA approved safety footwear every two (2) years if the average number of hours worked for the Company in the previous two (2) years is 800 hours per year.
- d) Seasonal jackets, Parka's, rain gear and safety vests will be made available for general use as required.
- e) The Company will provide for the licensed mechanics one insulated parka with fluorescent orange reflective material. This will be changed as required. Upon termination of employment, the parka will be returned to the Company prior to the final pay being issued to the mechanic. If the parka is not returned, the cost of the replacement for the same will be deducted from the mechanic's final pay.
- f) The Company will endeavor to supply to the Service and Wash Bay employees surplus driver parkas that has been dry cleaned as they become available. This will be issued by seniority, one parka every two years.
- g) Cleaners will receive CSA approved rain boots that for Full-Time Cleaners will be replaced as required; and for Part-Time Cleaners, every two (2) years if the average number of hours worked for the Company in the previous two (2) years is 800 hours per year.
- h) Mechanics will receive an annual tool allowance of **\$250.00** and Service personnel will receive **\$75.00**.

31.7

Buses shall be kept well maintained in proper working order with working heaters, vents and windows.

31.8

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.

- 31.9 The company will endeavour to provide washroom facilities along all routes including Whitby GO Station. See attached 'Letter of Understanding'.
- 31.10 All Employees will be trained in WHMIS at the Company's expense as per Canada Labour Code.
- 31.11 Company to pay the cost of Employee parking.
- 31.12 a) Radios to be maintained in all buses.
b) Security code in all buses.
- 31.13 The Company and the Union will provide each Employee with the UNIFOR 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.
- 31.14 When an employee has to fill out a report (ie. Incident report, accident report) if done outside of their daily working hours they will be paid 15 minutes at straight time pay.

ARTICLE 32

VACATION WITH PAY

- 32.1 All Full-time Employees on the payroll shall receive vacations with pay each year in accordance with their service as set out for Drivers in Schedule "A", and Maintenance Employees in Schedule "D". **Upon request to your Supervisor, vacation pay will be paid out on a separate cheque.**
- 32.2 All Full-time Employees on the payroll shall receive vacations with pay each year, according to seniority, on the following basis:
- a) Full-time Employees 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 Employees 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 Employees who have completed ten (10) years' service with the Company and were in the Bargaining Unit prior to the effective date of this Agreement, and; after the effective date of this Agreement, Full-time Employees with ten (10) years in the Bargaining Unit, 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 Employees who have completed seventeen (17) years' service with the Company and were in the Bargaining Unit prior to the effective date of this Agreement, and; after the effective date of this Agreement, Full-time Employees with seventeen (17) years in the Bargaining Unit, 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 Employee shall be allowed vacation pay in lieu of his holidays in excess of two weeks and after six years, three weeks. A Full-time Employee 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 Employees 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 Employees having three (3) weeks' vacation shall take at least one (1) week vacation during the period October 1st to May 31st. Full-time Employees entitled to five (5) weeks' vacation shall take at least three (3) weeks' vacation during the period October 1st to May 31st. Full-time Employees 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 Employee 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 Employees will receive vacation pay of four per cent (4%) and after completing six years of service with the Company, six per cent (6%).

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 designated by the Region 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 holiday shall be paid 1 ½ times their normal rate of pay in addition to the statutory holiday pay. **Employees who work on December 25th, shall be paid double (2x) their normal rate of pay in addition to the statutory holiday.**
- 33.6 Part-time Employees shall be compensated in accordance with the Canada Labour Code, which states: 'Employees whose terms and conditions of employment with respect to hours of work, are such that they are unable to establish entitlement to fifteen (15) days of wages during the thirty (30) days just before the holiday, are entitled to 1/20th of the wages they have earned during those thirty (30) days.'

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 Employees 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 Employees. 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 Employee 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 Employees 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 Employee 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 Employee 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 six (6) months. The Dental Care Benefit maximum is \$1,500 in any calendar year. Benefits for some dental procedures are limited. You should refer to the Benefit description for these limits. The Company has also increased Major Restorative Services from 50% to 70%

34.6 Extended Health Care Coverage – the Company agrees to provide Full-time Employees with an extended health care plan. This plan will include:

- a) Semi-private room accommodation in hospitals;
- b) Hearing aid and vision plan. The plan will pay up to **\$300.00** every two years for eye glasses and up to **\$100.00** for an eye examination every two years for adults and every year for dependent children; hearing aid benefit \$1,000 every 5 years.
- c) Drug plan with a deductible of \$4.00 for each prescription plus any dispensing fee over \$14.00 for each prescription; and
- d) Health plan while outside Canada, subject to a \$25.00 deductible in each calendar year
- e) Services performed by a licensed Chiropractor up to \$600 per calendar year.

f) Massage Therapy Services up to \$500 per calendar year.

34.7 Full-time Employees will accumulate sick days at the rate of one-half (1/2) day per month for a total of six (6) days per year. **Going forward, there is no longer a maximum to which sick days will be allowed to accumulate.** If a sick-day is required, the rate of pay will be equal to 75% of their regularly scheduled hours in year one of contract and increases to 100% in year 2 and 3. A Full-time Employee that is off work due to sickness for three or more consecutive days will be required to furnish the company with a doctor's certificate to be eligible to receive remuneration.

For the purpose of this article, a sick-day is defined as a day that a Full-time Employee 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 Employees

a) 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.

b) 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.

c) For those Employees 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 Employee 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 Employee. The Company will only make the contribution if the Employee involved has signed in advance, a document supplied by the Company authorizing the Company to deduct the same amount from the Employee's actual earnings in the Pay Period as required by the Collective Bargaining Agreement between the Parties.

e) Part-time Employees 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 **2015** is \$ **53,600**. Therefore, the required annual earnings for that year would be \$**25,370** 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.

34.11 The Company will add a PSA test once every two (2) years; Hepatitis A & C vaccines; and Erectile Dysfunction pills 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

| | <u>FULL-TIME DRIVERS:</u> | <u>PART-TIME DRIVERS:</u> |
|------------------|-----------------------------------------|-----------------------------------------|
| December 1, 2015 | \$ 25.54 Per Hour | \$24.50 Per Hour |
| December 1, 2016 | \$ 26.05 Per Hour | \$24.99 Per Hour |
| December 1, 2017 | \$ 26.57 Per Hour | \$25.49 Per Hour |
| | <u>LICENSED MECHANICS:</u> | <u>SERVICEMAN:</u> |
| December 1, 2015 | \$ 30.69 Per Hour | \$20.39 Per Hour |
| December 1, 2016 | \$ 31.30 Per Hour | \$20.80 Per Hour |
| December 1, 2017 | \$ 31.93 Per Hour | \$21.22 Per Hour |
| Night Premium | \$1.00 Per Hour Added To Above Rates | \$0.25 Per Hour Added to Above Rates |
| | <u>FULL-TIME CLEANERS:</u> | <u>NIGHT SHIFT:</u> |
| December 1, 2015 | \$ 15.72 Per Hour | \$16.19 Per Hour |
| December 1, 2016 | \$ 16.03 Per Hour | \$16.51 Per Hour |
| December 1, 2017 | \$ 16.35 Per Hour | \$16.84 Per Hour |
| | <u>PART-TIME CLEANERS:</u> | <u>NIGHT SHIFT:</u> |
| December 1, 2015 | \$ 13.00 Per Hour | N/A |
| December 1, 2016 | \$ 13.26 Per Hour | N/A |
| December 1, 2017 | \$ 13.53 Per Hour | N/A |

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 Date of signing to **November 30th, 2018**. 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 3rd DAY OF DECEMBER, 2015.

FOR THE UNION

FOR THE COMPANY

Tim Thompson

John Crowley – Vice-President, Operations & Safety

Gary Beck

Deborah Nayler – Vice-President, Human Resources

Susan Inman

Paul Buck – Whitby District Manager

Mike Roache

Rebekah Brand

SCHEDULE "A"

FULL-TIME DRIVER LIST

| | DRIVER | COMPANY HIRE DATE | VACATION ENTITLEMENT DATE | SENIORITY DATE | DATE OF TRANSFER DRIVER |
|--|---------------|--------------------------|----------------------------------|-----------------------|--------------------------------|
| | A | Nov 26, 1990 | Feb 15, 1988 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Aug 21, 1989 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Aug 21, 1989 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Aug 21, 1989 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Aug 21, 1989 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Aug 21, 1989 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Jan 22, 1990 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | May 7, 1990 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | May 7, 1990 | Nov 26, 1990 | Nov 26, 1990 |
| | A | Nov 26, 1990 | Nov 26, 1990 | Apr 29, 1991 | Apr 29, 1991 |
| | A | Nov 19, 1990 | Nov 20, 1989 | Jul 27, 1992 | Jul 27, 1992 |
| | A | Nov 28, 1990 | Nov 28, 1990 | Apr 1, 1993 | Apr 1, 1993 |
| | A | Dec 30, 1990 | Dec 30, 1990 | Sep 4, 1995 | Sep 4, 1995 |
| | A | Jun 28, 1991 | Jun 28, 1991 | Dec 4, 1995 | Dec 4, 1995 |
| | A | Oct 20, 1997 | Oct 20, 1997 | Jan 14, 2002 | Jan 14, 2002 |
| | A | Nov 26, 1990 | Nov 26, 1990 | Mar 01, 2003 | Mar 01, 2003 |
| | A | Mar 11, 2002 | Mar 11, 2002 | Apr 19, 04 | Apr 19, 04 |
| | A | Aug 19, 2001 | Aug 19, 2001 | Nov 29, 2004 | Nov 29, 2004 |
| | A | Apr 12, 2004 | Apr 12, 2004 | Nov 29, 2004 | Nov 29, 2004 |
| | A | Sep 17, 2003 | Sep 17, 2003 | Jan 3, 2006 | Jan 3, 2006 |
| | A | Nov 22, 2004 | Nov 22, 2004 | Jan 3, 2006 | Jan 3, 2006 |
| | A | Nov 22, 2004 | Nov 22, 2004 | Jan 3, 2006 | Jan 3, 2006 |
| | A | Nov 22, 2004 | Nov 22, 2004 | Jan 3, 2006 | Jan 3, 2006 |
| | A | Nov 22, 2004 | Nov 22, 2004 | Sep 5, 2006 | Sep 5, 2006 |
| | A | Mar 21, 2005 | Mar 21, 2005 | Sep 5, 2006 | Sep 5, 2006 |
| | A | Sep 11, 2007 | Sep 11, 2007 | Sep 11, 2007 | Sep 11, 2007 |
| | A | Sep 22, 2004 | Sep 22, 2004 | Dec 3, 2007 | Dec 3, 2007 |
| | A | Jan 24, 2005 | Jan 24, 2005 | July 7, 2008 | July 7, 2008 |
| | A | Aug 9, 2006 | Aug 9, 2006 | Oct 23, 2008 | Oct 23, 2008 |
| | A | Jan 18, 2006 | Jan 18, 2006 | Mar 1, 2010 | Mar 1, 2010 |
| | A | Jun 22, 2000 | Jun 22, 2000 | Mar 1, 2010 | Mar 1, 2010 |
| | D | Aug 30, 2007 | Aug 30, 2007 | Aug 30, 2007 | Aug 26, 2013 |
| | B | May 26, 2008 | May 26, 2008 | Sep 3, 2008 | Jan 26, 2015 |
| | D | Nov 6, 2009 | Nov 6, 2009 | Jun 26, 2010 | Jan 26, 2015 |
| | B | May 26, 2008 | May 26, 2008 | Sep 13, 2008 | Jan 26, 2015 |
| | B | May 26, 2008 | May 26, 2008 | Sep 27, 2008 | Jan 26, 2015 |
| | B | Sep 26, 2001 | Sep 26, 2001 | Mar 1, 2010 | May 4, 2015 |
| | B | Aug 9, 2006 | Aug 9, 2006 | Feb 17, 2007 | May 11, 2015 |
| | B | Nov 22, 2008 | Nov 22, 2008 | Mar 30, 2010 | Sep 8, 2015 |
| | B | Jan 13, 2010 | Jan 13, 2010 | Jun 4, 2010 | Sep 8, 2015 |

SCHEDULE "B"

PART-TIME DRIVER LIST

| | DRIVER | COMPANY HIRE DATE | VACATION ENTITLEMENT DATE | SENIORITY DATE |
|----------|---------------|------------------------------|------------------------------------------|---------------------------|
| B | | Nov 22, 2004 | Nov 22, 2004 | Nov 22, 2004 |
| B | | Aug 9, 2006 | Aug 9, 2006 | Sep 24, 2006 |
| B | | May 26, 2008 | May 26, 2008 | Dec 24, 2008 |
| B | | Dec 6, 2011 | Dec 6, 2011 | Feb 6, 2012 |
| B | | Sep 5, 2006 | Sep 5, 2006 | Apr 19, 2012 |
| B | | Feb 20, 2012 | Feb 20, 2012 | May 9, 2012 |
| B | | Sep 14, 2007 | Sep 14, 2007 | May 15, 2012 |
| B | | May 13, 2011 | May 13, 2011 | Jul 30, 2012 |
| B | | Oct 5, 2008 | Oct 5, 2008 | May 31, 2013 |
| B | | May 18, 2011 | May 18, 2011 | Jul 5, 2013 |
| B | | May 13, 2011 | May 13, 2011 | Jul 10, 2013 |
| B | | Aug 31, 2011 | Aug 31, 2011 | Aug 26, 2013 |
| B | | Feb 4, 2008 | Feb 4, 2008 | May 23, 2014 |
| B | | Dec 30, 2014 | Dec 30, 2014 | Feb 13, 2015 |
| B | | Dec 30, 2014 | Dec 30, 2014 | Jul 6, 2015 |
| B | | Dec 30, 2014 | Dec 30, 2014 | Aug 7, 2015 |
| B | | Jan 8, 2015 | Jan 8, 2015 | Sep 14, 2015 |
| B | | Jan 8, 2015 | Jan 8, 2015 | Sep 23, 2015 |
| B | | Feb 2, 2015 | Feb 2, 2015 | --- |

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 Employees 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 affect 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.

SCHEDULE 'D'

**MAINTENANCE EMPLOYEES BY JOB CLASSIFICATION
FULL-TIME MAINTENANCE LIST**

| | DRIVER | COMPANY HIRE DATE | VACATION ENTITLEMENT DATE | SENIORITY DATE |
|----------|---------------------------|------------------------------|------------------------------------------|---------------------------|
| | MECHANICS | | | |
| D | | Sep 23, 2002 | Sep 23, 2002 | Sep 23, 2002 |
| D | | Jan 10, 2006 | Jan 10, 2006 | Jan 10, 2006 |
| D | | Oct 17, 2012 | Oct 17, 2012 | Oct 17, 2012 |
| D | | Feb 10, 2015 | Feb 10, 2015 | Feb 10, 2015 |
| D | | Apr 1, 2015 | Apr 1, 2015 | Apr 1, 2015 |
| | | | | |
| | SERVICE PERSON | | | |
| D | | Nov 15, 1999 | Nov 15, 1999 | Nov 15, 1999 |
| | | | | |
| | FULL-TIME CLEANERS | | | |
| | | | | |
| D | | Oct 20, 2007 | Oct 20, 2007 | Oct 20, 2007 |
| D | | Jun 9, 2014 | Jun 9, 2014 | Jun 9, 2014 |
| D | | Nov 29, 2012 | Nov 29, 2012 | Sep 22, 2014 |
| D | | Jan 23, 2015 | Jan 23, 2015 | Jan 23, 2015 |
| D | | Jan 26, 2015 | Jan 26, 2015 | Jan 26, 2015 |
| D | | May 27, 2015 | May 27, 2015 | May 27, 2015 |
| | | | | |
| | PART-TIME CLEANERS | | | |
| D | | Nov 29, 2012 | Nov 29, 2012 | Apr 29, 2014 |