

CLASS "D" CONTRACT

This agreement made and entered into this 14th day of May, 2013.

Between

TRENTWAY-WAGAR INC.

the "Company"

and

LOCAL 1624 OF THE AMALGAMATED TRANSIT UNION

the "Union"

EFFECTIVE: with signing

TO: December 31st, 2016

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SECTION I CONDITIONS

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Amalgamated Transit Union as the sole and exclusive collective bargaining agent for all **Full-time and Part-time** Class 'D' Charter Drivers that have been designated as such by the company and are employed under this agreement. Hereafter the Amalgamated Transit Union may be referred to as "The Union".
- 1.02 A person who is not a member of the Union and therefore not covered by this agreement **shall** not perform any work which is normally and customarily performed by a Driver in the bargaining unit, **unless all Class D Drivers are assigned work or otherwise not available. In any such case, the Company agrees to pay \$10 per charter to the Union, which shall be paid out at end of each month and the Company shall provide a monthly spreadsheet outlining each charter work performed by Non Bargaining Unit Drivers.** Exceptions include for purposes of sales, marketing, promotion activities, instruction, experimentation or emergencies; provided the act of performing such work does not reduce the hours of work or pay of any Driver covered by this Agreement.
- 1.03 The Company **shall** not contract out, lease, or assign any work normally performed by, or equipment normally operated by a Driver covered by this Agreement whereby such action causes any of the following to occur: lay-off, or a reduction in the hours of work, or reduction in the pay of any Driver covered by this Agreement.
- 1.04 In the event the Company establishes a new Class 'D' District, the Drivers (as set out in Article 1.01) employed by the Company that work in said new District **shall** be bound by the terms and conditions of this Agreement. Upon the establishment of a new Class 'D' District or changes to existing Class 'D' Districts, the parties **shall** meet forthwith to determine whether this Agreement requires amendments regarding the requirements of said new District or existing Districts.
- 1.05 A "New Class 'D' District" **shall** be defined as any area in which the Company creates a new Home Terminal or base for present or future equipment and/or Drivers, who are covered by this Agreement, to which they report for work.
- (a) A Full-time Driver would only be able to change Districts if there are open positions available in another District, and the Driver would be required to remain in their new District for a minimum of two years.
- However, where the Company establishes a new 'Class 'D' District' that was not previously available; a Driver who had changed Districts shall not be bound by the two (2) year provision.
- 1.06 Except as otherwise expressly abridged or modified by this Collective Agreement, nothing shall be deemed to limit the Company in its function of operating and agree that it is important for the Company to be as efficient and cost effective as it determined it can be.

- 1.07 If a dispute should arise, it is understood by the parties that the English Version of the Collective Agreement would be the document used for the purpose of resolving the dispute.
- 1.08 Notice of any new facility owned or leased by the Company for the purpose of establishing a new Home Terminal, within an established District, **shall** be given to the Union at the same time as the Company is in a position to make public the transaction.

The parties to this Agreement agree to meet, to review whether or not this Agreement would require amendments.

- 1.09 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Driver by reason of age, marital status, sex, race creed, colour, national origin, political or religion, 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.
- 1.10 Personal harassment means any improper behavior by a person employed by the Company, that is directed at and/or offensive to another person employed by the Company, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Such conduct is unacceptable and should be dealt with as early as possible. The parties are fully committed to utilizing appropriated conflict resolution strategies, including mediation to resolve interpersonal workplace issues. Allegations of personal harassment are not subject to the grievance/arbitration process, except as provided in 1.11 below.
- 1.11 The Company shall provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards as set out in Common Law and The Canadian Charter of Rights and Freedoms, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to the section.

A Driver may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the Company has exhausted any applicable internal steps to respond to the situation, the Driver is dissatisfied with the outcome. Such grievances shall be filed at Step 2, of the grievance procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation shall be confidential and without prejudice to the rights of either party. During any internal steps taken to resolve the situation, Drivers shall have the right to be accompanied by a Union representative.

ARTICLE 2 - UNION SECURITY

- 2.01 All **Full-time and Part-time** Drivers covered by this Agreement **shall** as a condition of employment, upon date of hire, become and maintain membership in the Union. Initiation fees be deducted in three equal payments and spread over the new Drivers first three pay periods in which the Driver earns wages.
- 2.02 The Union agrees to indemnify and to save the Company harmless for any and all claims which may be made against the Company by any Driver or Drivers arising out of any amounts deducted from their pay as provided in this Article.
- 2.03 If a member or members of the Executive are required to book off work to settle a grievance initiated by a Driver, or the Union, they **shall** be paid by the Union. If the Seniority of an Executive Officer would have received a Work-Shift on any day booked off, they would be credited with eight (8) hours of On-Duty Time towards the averaging as set out in Article 15.10.
- 2.04 If a member or members of the Executive of the Union are required to attend meetings at the request of the Company, the Company **shall** pay to the member or members lost wages with a guarantee of the minimum daily rate as per Article 28. This provision does not apply to discipline, grievance, or negotiation meetings. If the Seniority of an Executive Officer would have received a Work-Shift on any day booked off, they would be credited with eight (8) hours of On-Duty Time towards the averaging as set out in Article 15.10.
- 2.05 In order to develop and maintain a productive relationship, the Company and the Union **shall** endeavour to hold Company/Union meetings to establish an environment for the opportunity to discuss and exchange information of any and all matters of mutual interests. These meetings should not replace the activities of other specific committees such as Health and Safety that the parties have formed.

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

If the Seniority of an Executive Officer would have received a Work-Shift on any day booked off, they would be credited with eight (8) hours of On-Duty Time towards the averaging as set out in Article 15.10

- 2.06 The Union Executive Board and Officers **shall** include the following:

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

2.07 The Union **shall** notify the Company in writing of the name or names of each elected or appointed officer and steward.

2.08 The Company agrees the Officers of the Union **shall** not be hindered, coerced, restrained, or interfered with in any way while performing their duties, investigating disputes, and/or presenting grievances. The Union understands and agrees each Officer is employed to perform their work for the Company and they **shall** not leave their work during on-duty hours except for the performance of their duties as stipulated in this Agreement. Therefore, no Officer **shall** leave their work without first obtaining the permission of one of the persons designated in writing by the Company to the Union. It is understood such permission **shall** not be unreasonably withheld by the Company.

It is further understood an Officer or Steward **shall**, in the exercise of their functions hereunder, take every available measure to prevent any disruption in the normal work of the Drivers and the operations they perform. Officers and Stewards, while away from home base, **shall** not involve themselves in Union business or cause any disbursements at the expense of the Company resulting directly from Union business.

(b) **The privilege of a representative to leave work without pay to attend meetings with the Company are granted on the following conditions:**

- i) **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 the service or increased cost to the Company;**
- ii) **Meetings shall be scheduled by mutual agreement; and**
- iii) **The time shall be devoted to the prompt handling of necessary union business.**

2.09 The Company **shall** deduct from the remuneration due to each Driver covered by this Agreement, the current monthly dues and assessment fees in accordance with any written directive from the Union, setting out the current fee structure. Without limiting the generality of the foregoing the Company agrees to collect from new Drivers an initiation fee as set periodically by the Union. During the life of the contract dues may increase in accordance with the Union's constitution and bylaws.

(a) All Drivers save and except as set out in Article 1.02 must be "members in good standing" with the Union before being dispatched. If a Driver who is "not in good standing" is dispatched after the Company has been notified by the Union of failure to pay dues in arrears, the Company **shall** take full responsibility for compensating the Union for the Driver's back dues.

2.10 Deductions **shall** be made from each pay received by a Driver and **shall** be forwarded to the Treasurer of the Union within seven (7) calendar days following the month of such deduction. Accompanying each remittance of dues and assessment fees, the Company **shall** provide the Union with a listing of all Union Drivers with their deductions. The Company agrees to set out on the Drivers T-4 federal taxation form the amount of the annual deductions paid to the Union for the taxation year to which said T-4 applies. The Union **shall** provide the Company with a list of Drivers with outstanding dues no

later than fourteen (14) calendar days prior to any action being taken against the Driver for non-payment of monies owing to the Union under this Agreement.

Every Driver covered by this agreement **shall** be required to pay Union dues in each pay period in which work is performed to a maximum or minimum amount as provided to the Company in writing by the Union from time to time. Every Driver **shall** be liable to pay the minimum identified amount of dues for every pay period, whether or not they have an income entitlement for that pay period. For the purpose of this article each pay period **shall** be defined as the two weeks in which a Driver's pay is computed or in cases where no income is received in the two week period used by the payroll department in computing the pay of those who did work. The Company **shall** be required to provide the Union with all information pertaining to Driver status changes when such information has been supplied to the Company. The Company assumes no responsibility for collecting from any Driver pursuant to Article 21.02 (h), past dues in arrears with the Union.

- 2.11 The Company **shall** grant leave for any delegate **representing Local 1624 who is employed by the Company, to attend conventions or educational seminars as mutually agreed upon by the Company and Union. Such requests shall be made 45 days in advance. Requests that are made inside of 45 days shall be confirmed after the 48 Hour Dispatch has been completed. The approval shall be conditional upon sufficient number of drivers being available to cover all work without causing additional expense to the Company.**
- 2.12 A Driver covered under this Collective Agreement maintaining a position of "Driver Trainer" **shall** not perform management functions. The Unionized Driver trainer **shall** not be utilized by the Company or the Union (other than to verify their report) in any disciplinary action, but may be used for re-evaluation and report to the Company.

ARTICLE 3 - GENERAL and DEFINITIONS

- 3.01 Where the male gender is used in this agreement, it **shall** be understood that it includes the female gender.
- 3.02 The Company **shall** make available to the Union one (1) bulletin board in each owned or leased (if lesser **shall** allow) facility where Drivers report for work on which the Union **shall** post notices relating to Union business.
- 3.03 A Driver or their authorized designate, **shall** have the right to access and review their personnel file at the Company's head office in the presence of a Company designate and **shall** have the right to respond in writing to any document contained therein. Such reply **shall** become part of their permanent record. Copies of any road observation reports, complaint letters, or complimentary letters placed in the Driver's file **shall** be supplied to the Driver.
- 3.04 The illegality or non-validity of any provision herein **shall** not affect any other provision herein. The contractual relationship herein **shall** be governed and administered by the Laws of Canada.

- 3.05 The Company reserves the right to enter into contracts to supply class 'D' vehicles without a Driver to School Boards, Churches, Department of National Defence Private Schools, etc. This arrangement on occasion could result in "their Driver" appearing on the company's payroll.
- 3.06 "Their Driver" arrangements are desirable and all Drivers **shall** be granted consideration upon application to a committee comprised of Union and management for special rates. Approval **shall** be granted as often as is deemed appropriate and the Union **shall** not unreasonably withhold their approval.
- For the purpose of this Article, a "their Driver" arrangement is a special trip, (with special rates) where consideration to operate the trip is granted to a Driver that has a specific non-business (i.e. personal) relationship with the group. It is the responsibility of the Company to ensure that this privilege is not abused. A Driver abusing this privilege **shall** not be granted future "their Driver" trips.
- 3.07 Complaints, ideas and suggestions from the Company, to a Driver covered by this agreement, or the Union, relating to rules, regulations, policies, matters of procedure and like, **shall** be delivered in accordance with Article 3.09 and given to the Union.
- 3.08 A Driver's Hours of Service/Work and safety regulations **shall** be governed by the requirements of the jurisdiction in which they are operating.
- 3.09 **"Correspondence"** between the Company, the Union, or any member of the Union arising out of this Agreement or incidental thereto, **shall** pass to and from the Company, the Union and member by verifiable means.
- 3.10 **PETERBOROUGH DISTRICT** - **shall** include all points west of a straight line drawn through Stirling north and south, north of the Port Hope District and east of the Whitby District.
- 3.11 **PORT HOPE DISTRICT** - **shall** include all points west of a straight line drawn through Stirling, north and south, to #115 Hwy and easterly boundary of the Regional Municipality of Durham and north to an east/west line at Northumberland County Rd #9 that is north of Roseneath and Warkworth, but south of Hastings and Campbellford.
- 3.12 **WHITBY DISTRICT** - **shall** be all points on and west of a line that follows #115 Highway from #401 north to the eastern boundary of the Regional Municipality of Durham. The line **shall** continue north following the Region's eastern limit. The western boundary **shall** be Highway #48(Marham Rd). Follow #48 north to its intersection with Regional Rd. #9 and then follow #9 north to Lake Simcoe.
- 3.13 **"Toronto District"** **shall** be all areas west of Whitby District.
- 3.14 **"CHARTER"** unless otherwise provided for in this agreement **shall** mean any trip. Save and except charter trips which are performed by Non-Bargaining Unit Home to School Drivers. These charter trips shall originate from a school and be performed in between their assigned regular AM and PM routes. All charter work outside of these hours shall be pursuant to Article 23. Driver's operating charters are required to provide all services requested by the customer including meal stops.

- 3.15 **DISTRICT CHARTER shall** include those Drivers wishing to operate charters from their registered District.
- 3.16 **MULTI-DAY CHARTER shall** mean any Charter that is longer than twenty-four (24) hours in duration up to a maximum of **three (3)** days.
- 3.17 **TOUR shall** mean a multiple day charter longer than **three (3)** days in duration.
- 3.18 **CONTRACT CHARTER shall** include those Drivers wishing to operate a contract the Company has entered into. A Driver **shall** be required to operate all trips (save and except relief periods that have been agreed to by the Company) that make up the contract and relinquish all rights to other interim postings until the completion of contract. When available, the Driver **shall** operate charters from their registered district, providing that such additional charter work **shall** not promote overtime.
- 3.19 **DEFINITION OF HOME TERMINAL -** A designated area within a District at which the Company bases equipment and manpower for the purpose of assigning work.
- 3.20 Definition of "District" - A geographical area.
- 3.21 **"Work Shift"** is a period of time that begins when you report to work following a core rest period of not less than 8 consecutive hours, and ends when you begin another core rest period of not less than 8 consecutive hours. The Work Shift time clock ticks continuously and cannot be stopped or paused until you begin another core rest period. The Work Shift therefore includes periods of on-duty (driving) and off-duty time and cannot exceed 16 hours from "Garage Out" to "Garage In" if the Work Shift includes a minimum of 2 hours off duty time, with no one off-duty period less than 30 minutes. There can be periods of off-duty time less than 30 minutes in a Work Shift but they cannot be used to make up the required minimum of 2 hours. If the required minimum of 2 hours off-duty time during a Work Shift is not achieved, the Work Shift must be reduced from 16 hours by the shortfall of off-duty time and that time must be added to the 8 hour Core Rest Period following the completion of the Work Shift. While driving in the United States the off-duty time between Work Shifts is 8 hours.
- 3.22 **"Hire Date" shall** be the date that the Human Resources Department has confirmed that a new hire's file has all required information that includes in part, a completed application form, confirmation of reference checks, Vulnerable Sector Criminal Check, all the required documents confirming the completion of the Company's Training Program, Drivers' Abstract confirming the New Hire meets the Company's minimum licence requirements.
- 3.23 **"Bump"** Throughout the Contract there are numerous situations where a Bump of a Driver from a Work Shift is allowed. When a Bump occurs, the Driver that has been bumped from a Work Shift has no right to bump another Driver and must remain available for another Work Shift as provided for in this Contract.
- 3.24 **"Day"** means a 24-hour period that begins at midnight and ends at midnight.

ARTICLE 4 - NEW POSITIONS

4.01 When a non-Unionized position in the Company becomes vacant which the Company elects to fill or if a new non-Unionized position is created, including but not limited to management, sales, or dispatch, such position **shall** be posted and all Drivers in the bargaining unit that apply **shall** be considered for said position as well as other applicants. The posting **shall** contain a brief description of the required job duties, the estimated hours of work, and any other information relevant to the position.

Interviews **shall** only be granted to persons deemed qualified for the position. In each case, the most qualified applicant **shall** be awarded the position.

4.02 If the Company requires a new Operating position, it **shall** be posted Company-wide in all Districts. Operating positions **shall** be filled directly by those Drivers presently governed by this Agreement in order of Company service Seniority, subject to all conditions as outlined in Article 1.05.

(a) If a Driver changes Districts for the purpose of filling a new position, they would not have to meet the requirement of remaining in the new District for a minimum of two (2) years.

(b) If after the posting has been completed and Drivers are still required, the Company **shall** then fill the **Full-time and or Part-time** positions with outside applicants.

ARTICLE 5 - REQUIREMENTS OF EMPLOYMENT

5.01 Class 'D' Drivers must be the holder of, and continue to maintain a valid Class "B" Driver's License including a "Z" endorsement.

5.02 Drivers must be twenty-one years of age or older.

5.03 A Driver may be required to obtain a Credit Card guaranteed by the Company. Personal use of the card **shall** subject the Driver to dismissal. Any personal charges **shall** be deducted from any monies owing to the Driver.

5.04 A Driver must be able to be included in the Company's Blanket Bond. If for some reason a Driver is deleted from coverage by the Bonding Company, he shall only be employed on work that does not require a bonded Driver.

5.05 While employed with the Company, a Driver must report immediately to their supervisor if charged with an offense, that if found guilty, would result in the Driver not being in compliance with Article 5.01. The Company (unless provided for in other Articles) **shall** take no action until a final determination has been made. The Company **shall** obtain from each Driver quarterly, a completed Certificate of Violations indicating any offense that has, or could impact the Driver's ability to be in compliance with Article 5.01. Failure to give the required notification or, if a Driver makes a false statement it could result in discipline to the Driver, up to and including dismissal.

- 5.06 A Driver must not have been convicted or found guilty of a sexual or moral offense under the Criminal Code of Canada.
- 5.07 A Driver must not have been convicted or found guilty under the Narcotic Control Act of Canada.
- 5.08 A Driver must not have been convicted or found guilty under the Criminal Code of Canada by means of a motor vehicle for which a pardon has not been granted.
- 5.09 An Applicant for a Driver's position with the Company must not have had a Driver's license suspension at any time within the preceding twenty-four (24) months prior to the date on the application.

- (a) A Driver whose license has been downgraded for health reasons, and is unable to meet the requirements of Article 5.01, **shall** be granted a leave of absence pursuant to Article 10 for a period not to exceed two years.

If the Driver's license has not been upgraded to meet the requirements of Article 5.01 by the end of the two years, the Driver **shall** have been deemed to have left the employment of the Company. The said period may be extended by the Company up to a maximum of a third year, provided medical information to substantiate the extension is provided to the Company by the Driver before the expiry of the said two year period. The Driver **shall** be responsible for the cost of their benefits for any medical leave beyond one year.

- 5.10 Drivers **shall** be required to have medical examinations on a regular basis, which **shall** keep them in compliance with both U.S. and Canadian requirements. **The Coach Canada Physician's Medical Fitness Confirmation Report**, prepared by the examining Medical Doctor must be filed with the Company, prepared by the examining Medical Doctor must be filed with the Company. It **shall** remain the Driver's responsibility to keep a current medical report on file with the Company. The Company reserves the right to request a Driver to see a Company appointed Medical Doctor at any time. If this happens the doctor fee **shall** be paid in full by the Company. A Driver, who fails to comply with this article, **shall** be taken out of service until the requirements are met. A Driver who has not complied within 60 days, shall furnish the Company with a valid explanation acceptable to the Company or be deemed to have terminated their employment. The Company and Union **shall** meet to discuss the situation of a Driver who fails to qualify in all jurisdictions.

- 5.11 (a) All physical examinations required by any government agency to keep a Driver in compliance with Articles 5.01 and 5.10 shall be by a qualified physician. The Company shall pay up to \$125.00 for the examination if the Driver submits to the Company a photocopy of any notice of the requirement from a government agency. A Driver may have the physician bill the Company directly or submit to the Company a copy of a receipt for payment from the physician.
- (b) The Company has initiated alcohol and drug testing and, whether it be random, or post-accident etc. all costs shall be borne by the Company. Payment for pre-employment drug testing shall be the responsibility of the applicant. A Driver shall be paid two hours at the Hourly Rate

shown in Article 27.01 and mileage at the rate shown in Article 29 if required to drive their personal vehicle for the test.

- (c) **If an accident is deemed to be non-preventable, operators being held out of service pending results of post accident Drug and Alcohol testing, shall be paid for six (6) hours at the rate of pay as outlined in Schedule A, for each day missed.**

- 5.12 A Drivers eligibility for work with the Company, shall cease if they fail to file with the Company log sheets, or any other form prescribed by the Federal, Provincial or U.S. Law, within the required time limit. Log sheets are to be filed daily, or immediately upon completion of any multiple day trip. A Driver who fails to file the required forms within the time limit shall be withheld from service until they are in compliance. A Driver not making themselves in compliance within seven days from receipt of notification from the Company shall be deemed to have left the employment of the Company.
- 5.13 A Driver would be required to gain entrance to the United States of America in order to be employed by the Company. This shall be a requirement in order to continue employment with the Company. Consideration may be given to a Driver that fails to meet the last requirement of this Article 5.13.
- 5:14 A Driver has an obligation to arrive at work fit for duty which includes having had appropriate rest and not being impaired for any reason.
- 5.15 **The Driver shall provide current and accurate address, phone number and contact information to the Company and the Union. If the Driver cannot be reached at the address and or telephone number provided, the Company and/or union shall not be held responsible for any lack of notification.**

ARTICLE 6 - NEW DRIVERS

- 6.01 **Full-time and Part-time** Drivers shall be on probation for a period of one hundred and fifty (150) days worked, from the date of operating their first work-shift as a Class 'D' Driver within the bargaining unit. **The Probationary Period shall not exceed a maximum of six months. The Drivers Probationary Period may be extended in consultation with the Union.** Any Driver transferring from another position in the Company to be a Class 'D' Driver, and does not qualify for continued employment with the Company under this agreement beyond the probation period, shall not have an automatic right to return to another position in the Company.

A Driver shall be entitled to all rights and privileges in the agreement, except with respect to discharge. Subject to the requirements of the Canada Labour Code, Drivers may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination pursuant to the Canada Labour Code. No discharge shall occur without a proper hearing while on probation. **Drivers** shall serve their probationary period at the time of their first employment in the bargaining unit. The employee shall not be required to serve it a second time with a change of status or position within the bargaining unit/Company, or if the position the Driver transferred to has been eliminated by the company.

However, if the Driver on his own returns to the bargaining unit after six months, they would be required to go through the probationary period and their new Seniority date within the Bargaining Unit would be the date of transfer back to the Bargaining Unit.

- 6.02 Subject to the requirements of this Agreement, any new Driver must operate any work-shift assigned to them.

ARTICLE 7 - GRIEVANCE PROCEDURES

- 7.01 A grievance under this Agreement shall 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.
- 7.02 The Chairperson and Stewards, so long as they remain employees of the Company, shall constitute the grievance committee until their successors are chosen.
- 7.03 STEP ONE - A Driver having a grievance, along with their Union representative, shall submit the grievance in writing to the Company within fourteen (14) calendar days of the occurrence, or if away, from when the Driver has returned to their Home Terminal. The Company shall reply in writing with a reasonable explanation and supporting documentation, if available, within twenty one (21) calendar days from the filing of the grievance.
- 7.04 STEP TWO - Within 15 calendar days of notification to the Union by the Company, of having denied a grievance at Step One, the Union must notify the Company of its intention to progress the grievance to Step Two.

The Union and the Company designates shall meet at a time and place determined by the parties, but in any event no later than thirty (30) calendar days from the date of the notification by the Union to proceed to Step Two with a grievance. In the case of a suspension of 7 calendar days or more, or discharge, it shall be within 7 calendar days of notification to go to Step Two.

- 7.05 STEP THREE - Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration shall be given within thirty (30) calendar days from the date of the meeting in step two. The notice shall contain the name of the first party appointed to the arbitration board. The recipient of the notice shall within thirty (30) calendar days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within thirty (30) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Canada, or designate as provided by statute or otherwise, upon the request of either party.
- 7.06 The Arbitration Board shall hear and determine a difference or allegation and shall issue a decision and the decision is final and binding upon the Union and the Company. The decision of a majority is a decision of the Arbitration

Board, but in no event shall the Board of Arbitration have the power to change this agreement, or to alter, modify or amend any of its provisions.

- 7.07 Each party shall pay one-half of the fees and expenses of the Chairperson and bear the costs of their nominees to the Board of Arbitration.
- 7.08 Where requested and agreed upon by the Union and the Company, the parties may agree to waive the three (3) person arbitration board (outlined in Article 7.05), and have only one (1) arbitrator hear a particular grievance.
- 7.09 The parties may extend time limits or by-pass steps in procedures in Article 7 by mutual agreement in writing. When a party asks for an extension in time, the other party must reply within seven (7) days. Any request for an extension in time shall not be unreasonably withheld.
- 7.10 If a party to this Agreement violates the time periods set out in Article 7 or, fails to request an extension in the time period (such request shall not be unreasonably withheld); it shall be deemed that the Party has yielded and must concede the matter to the other Party without prejudice.
- 7.11 If the final day of any notice requirement falls on a Saturday, Sunday or Statutory Holiday, the final day for notice would be the first business day following.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.01 A Driver shall not be disciplined or discharged nor shall entries be made against a Driver's record without sufficient cause, and in each case where disciplinary action is taken, the Driver shall be given a written statement in accordance with Article 3.09 of the precise charges against the Driver and the disciplinary action to be taken prior to the commencement of such discipline. However, the Driver may be notified of such discipline by telephone while the written notification is in transit. Notification thereof shall be furnished to the Union simultaneously therewith by telephone or in person pending receipt of a copy of the written statement that shall be placed in the personnel file. Required meetings for the purpose of investigation shall not need to meet the requirements of this Article. A Driver may be withheld from service for the purpose of the investigation, however, the Driver would receive their normal rate of pay for each day after 48 hours (save and except Saturday, Sunday, and Statutory Holidays) unless the matter has not been finalized due to the need for additional information from the Driver them self or a 3rd party. **When deemed necessary a disciplinary hearing shall be held within 21 days of receiving notification of the occurrence, pending the availability of all relevant parties.** Any Driver discipline must be rendered within 7 days of the hearing unless additional input is required for those involved in the hearing. **An extension may be granted by mutual agreement between the Company and the Union.**

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

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

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

In the case of an accident, or observed serious safety concern, no disciplinary action shall be taken until the completion of the investigation. However, a Driver may be withheld from service until the investigation has been completed and the Company would not have to meet the requirements of Article 8.01. A meeting shall be called with-in forty-eight (48) hours of being withheld if circumstances allow, except in the case of a serious accident. Where the Driver is found to be at fault, this period shall be applied as part of a suspension period if applicable.

- (b) Any Driver caught tampering with any sign-up sheets shall be dealt with severely by either the Union and/or the Company and shall not be permitted to sign on the board for 90 days.

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

- 8.05 In the absence of a valid reason, suitable to the Company, a Driver who refuses or is unavailable for their work-shift on a day they have not booked off pursuant to Article 25 is subject to discipline if the work-shift assigned to them is in compliance with the requirements of this agreement.

- 8.06 Generally speaking, in the event that it is necessary to discipline a Driver covered by this Agreement, such proceedings shall take place at the Driver's home District.

8.07 If a Driver is to be interviewed concerning an investigation report prepared by a third party, the meeting shall take place within thirty (30) days of the Company having received the final written report.

ARTICLE 9 - LAY OFFS

9.01 A lay-off shall be defined as a reduction in the work force of the Company. A Driver on lay-off shall have the opportunity to obtain work assignments as in accordance to availability. Part-time Drivers shall be assigned work only if Drivers on lay-off are unavailable.

9.02 LAY-OFF

When laying off a Driver, the Company shall give the Driver affected and Union as much advance notice of lay-off as possible, and upon receiving such notice, the Driver must immediately register his name, address and telephone number with the Company and the Union and keep this address and telephone number current should any change occur.

9.03 Both parties recognize job security shall increase in proportion to length of service. In the event of a lay-off, unless otherwise provided for elsewhere in this Agreement, Drivers within a District shall be laid off in reverse order of seniority.

9.04 ORDER OF RECALL

Drivers shall be recalled in order of seniority, within their District. Notice of recall shall be by registered mail to the Driver; and the Union pursuant to Article 3.09.

9.05 The Company shall maintain Driver benefits (as set out in Article 15) for all temporary laid-off Drivers for the period up to a maximum of 6 months

9.06 Laid-off Driver's shall continue to accumulate Company service seniority, while the layoff is in effect.

9.07 As long as there are full-time Drivers on lay-off no part-time requests shall be honoured by the Company without the express written consent from the Union.

ARTICLE 10 - LEAVE OF ABSENCE/PERSONAL DAYS

10.01 (a) Drivers shall, provided it does not interfere with the ongoing operations of the Company, upon written application to the Company and subject to written approval from the Company, be granted leave of absence without pay for personal reasons or to attend Union business or Educational Conventions. Drivers on a leave of absence who, without the prior written approval from the Company continue to drive commercial vehicles, where the employer or Driver is required to obtain a Commercial Vehicle Owners Registration in Ontario or be registered pursuant to Bill 430 in Quebec shall be deemed to have terminated their employment with the Company. The Company shall not deny any Driver a leave of absence while a lay-off is in effect in their job category and

District provided all conditions in this Article 10 are met. Any Driver granted a leave of absence for a period greater than 14 days must return all Company property to the Company prior to their departure from the Company. Approval shall not be unreasonably withheld except, it is understood that no leave of absence or personal days shall be granted unless all eligible vacation time off has been booked with the Company.

(b) The Company recognizes that the Union Executive Board have specific duties to perform, which require time availability on their part. This necessary time shall be granted without pay. It is further agreed that the Executive of the Union shall be granted, upon request, time away from work without pay. The Union recognizes the special needs of the Company's manpower requirements and shall endeavour to minimize the impact to the Company's operation.

10.02 When the Company has been notified of a serious illness of a Driver's immediate family, he shall be notified as soon as possible. The Driver shall be granted the right to leave a group after all necessary arrangements have been made with the Company to assure the continuance of the group's trip. Any expense incurred by the Driver would be their own responsibility.

10.03 At the Company's expense, and only once in each calendar year a Driver's benefits as set out in Article 15 shall be maintained during the first thirty (30) days of a leave of absence. Following which the Driver shall have the option of paying the cost of their benefits for the period extending the leave to a maximum of six months from the first day that the leave of absence began and shall not accumulate any additional seniority in reference to vacation and sick days. Date of service and seniority ranking shall always remain the same.

10.04 The Company shall not deny any Driver a leave of absence for any length of time for the purpose of filling an International Office with the Union or any other elected office. **Following which, the Driver shall have the option of paying the cost of their benefits for the period extending the leave to a maximum of 3 years from the first day that the leave of absence began.** It is further understood that said Driver shall accumulate seniority during such leave and pursuant to Article 5 shall be reinstated with full seniority upon completion of such term and shall, within 30 days, upon completion of such term exercise their seniority within the bargaining unit.

10.05 A Driver transferred to a position outside the scope of the current Collective Agreement, within the ranks of the Company, shall continue to accumulate seniority in the group from which they were transferred for a period of six (6) months.

A Driver remaining in a position not covered by this Agreement for more than six (6) months shall relinquish all accumulated seniority. A Driver returning to the bargaining unit within the above-mentioned period shall only be allowed to return to the District from which they transferred. Any Driver released from such position must, within thirty (30) days of such release, exercise their seniority within the bargaining unit. Failing to do so shall forfeit their seniority and their name shall be removed from the seniority list.

10.06 Compassion Maternity and Parental Leaves shall be granted in accordance with the requirements of the Canada Labour Code and related Regulations and the

Company shall pay the cost of benefits as set out in Article 15 to a maximum of a 52 week leave period.

ARTICLE 11 - BEREAVEMENT LEAVE

11.01 Every Driver is entitled to and shall be granted, in the event of the death of a member of their immediate family, bereavement leave on any of their normal working days which occur during the three days immediately following the date of death. Drivers shall be paid according to the applicable rate of pay for either one day Charter or multi day for each of the three days if they had been, or would have been, assigned work. A Driver shall have the option to work on the three days immediately following the death of the individual, and take their entitled days with pay (as determined above) at the time the funeral or memorial service is being held if scheduled for a later date. The days off must be tied into the date of the funeral or memorial service. A Driver shall be granted a day off without pay for the spring internment of a member of their Immediate Family.

(a) Extended Bereavement/Mourning Leave

Subject to Article 10.03 and if sufficient Drivers are available to meet the Driver requirements of the Company, every Driver shall be granted, in the event of the death of a member of their immediate family, extended bereavement leave (without pay).

(b) Immediate Family

Includes: spouse or common-law partner; 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 and sisters and the brothers and sisters of their current spouse; 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 employee who resides permanently with the employee or whom the employee permanently resides.

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

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

11.02 In the event of a death of a member of the immediate family of a Driver while away from home base, they shall be granted the right to leave a group after all necessary arrangements have been made with the Company to ensure the continuance of the group's trip. The Company shall make reasonable transportation arrangements to bring the Driver home at the Company's expense.

ARTICLE 12 - VACATION AND RETIREMENT

12.01 All Drivers shall accumulate vacation pay and vacation leave at the following rate:

completion - 1 year of Full-time employment - 4% and 2 weeks
completion - 4 years of Full-time employment - 6% and 3 weeks
completion - 9 years of Full-time employment - 8% and 4 weeks
completion -13 years of Full-time employment -10% and 5 weeks

(a) For the purpose of calculating vacation pay and entitlement to vacation weeks over the minimum standard set out in the Canada Labour Code and Regulations, a part-time Company employee transferring into the Bargaining Unit would be credited with one (1) year of service for each 1040 hours worked for the Company.

12.02 Drivers shall receive vacation pay by April 15th and October 15th, issued to the Driver by means of a separate "Vacation Pay" cheque.

In calculating vacation pay, the percent shall be based upon wages earned including any vacation pay received by a Driver from October 1st to March 31st and from April 1st to September 30th in any given calendar year.

If a Driver wishes to receive their vacation pay prior to going on vacation, they shall have to notify the Personnel Department three (3) weeks prior to the Pay Date in which they wish the vacation pay to be included.

12.03 Vacations shall be subject to approval and the operating requirements of the Company. Restrictions may be placed on the time of vacation, number of consecutive weeks and the number of Drivers off at the same time. Vacation period(s) shall be requested on a seniority basis. Once a Driver has been advised of their vacation period(s), the Company shall not assign work to a Driver during their vacation period unless mutually agreed. A minimum of one Driver per District shall be allowed vacation during any period that has not been blocked by the Company.

12.04 A Driver is not required to book their vacations at the time of the annual posting. A Driver may hold their vacations and take them as a single day or any group of multiple days as agreed to by the Driver and the Company.

12.05 A vacation week includes five (5) working days that can be taken as single days.

12.06 Vacation week(s) shall begin at 000001 Saturday and end at **23:59:59** on a Friday. Exceptions must be mutually agreed to in advance by the Company and the requesting Driver. A vacation week includes five (5) working days that can be taken as single days. If requested at least 30 days in advance, an eighth **vacation** day would be added in advance of, or at the end of the vacation week, and the number of single days off granted pursuant to Article 25 **shall** be reduced in the affected District on any given day by the number of eighth days granted. **Drivers shall confirm their work assignment with dispatch by 20:45 on their last scheduled day of vacation.**

12.07 A Driver who reaches 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** would be required to have a license in good standing (article 5.01), pass an annual medical physical 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. **As per the Company mandated "Compulsory Evaluation of Job Performance for ATU Drivers" policy.**

(a) A full-time Driver with at least fifteen (15) years continuous full-time service wishing to wind down and has a combined years of service and age of seventy-five (75), may give notice to the Company by October 1st each year and the Company shall give consideration, subject to the operating requirements and pursuant to Articles 10.01(a) and 10.03, of granting a Leave of Absence in the period covered by the last Sunday in October to the first Sunday in April. Any Driver qualifying for this request would have priority over any other request for a Leave of Absence. If granted, a leave under this Article shall be granted to the most senior Driver(s) requesting the leave if more than one makes a request. **The Company shall respond to the request by October 22nd.**

ARTICLE 13 - STATUTORY HOLIDAYS

- 13.01 The Company shall recognize the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Civic Day, Christmas Day, Boxing Day.
- 13.02 Drivers shall be entitled to Holiday pay with the amount of pay equal to eight (8) hours pay at the hourly rate specified in Article 27.
- 13.03 If a Driver works on a Statutory Holiday they shall, in addition to their holiday pay, be paid one and one-half times their regular rate of pay.
- 13.04 If a paid holiday falls or is observed during a Driver's vacation period, they shall be granted an additional day's vacation for each holiday, on the end of their regular vacation time upon request prior to vacation commencing.
- 13.05 Laid off Drivers, probationary Drivers and Drivers on leave of absence, shall only be entitled to holiday pay if the Driver has earned wages on at least fifteen (15) days in the thirty (30) day period immediately preceding the holiday.
- 13.06 No Laid-off Driver shall be entitled to be paid for a statutory holiday if they fail to make themselves available to work.
- 13.07 Any Driver who fails to operate their work shift on a statutory holiday shall forfeit their Statutory holiday pay save and except for medical reasons that is supported by a doctor's certificate or any other valid reason acceptable by the Company.

13.08 A Driver shall be able to bank a statutory day and in such instances the Driver shall be paid time and half for working the statutory day and when taken, the banked day shall be at regular rate. The banked day must be used within one (1) year of the day it was earned. The banked day must be taken at a mutually agreeable time. The Employer shall not unreasonably withhold agreement on a day requested by the Driver.

ARTICLE 14 - LEGAL PROCEEDINGS

14.01 All reasonable expenses, costs, and lost wages as set out in Article 14.02, with respect to any legal action brought jointly against a Driver and the Company or against the Driver shall be paid by the Company when, in the opinion of the Company, such Driver was acting within the scope and during the course of their employment and provided such actions did not constitute a gross disregard or neglect of their prescribed duties.

14.02 Drivers covered by this collective agreement who are required to serve as a juror, and any Driver required to be a witness in a case related to Company business and their participation is deemed necessary by the Company shall receive the difference between the amount they would have earned if scheduled or would have been scheduled less any monies the Driver receives for such court attendance (exclusive of expenses) to a maximum of 10 days of payment in total for each Driver.

ARTICLE 15 - FULL-TIME DRIVER BENEFITS

DRIVERS SHOULD ALWAYS REFER TO THEIR COPY OF THE BENEFIT BOOK PROVIDED BY THE INSURANCE COMPANY TO SEE THE FULL BENEFIT PROGRAM AVAILABLE TO THEM INCLUDING DEDUCTIBLES.

15.01 All Full-time Drivers of the Company covered by this contract are eligible for the benefits outlined below (explained in more detail in the benefit pamphlet) after the third month following the commencement of their first assignment as a Full-time Driver with the Company and, unless noted otherwise, 100% of the cost of these benefits shall be paid by the Company.

15.02 The Company shall provide the Union with copies of all policies outlining the benefits as they pertain to the Union and its members. Should the Company desire to change carriers, it shall provide the Union with copies of any new policies of insurance once they become effective. In no event shall new coverage result in benefits, which are not equivalent or greater to those currently provided for in this contract.

15.03 Group Life Insurance - each **Full-time** Driver is eligible for group life insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00. Insurance coverage shall be reduced to 50% of their annual salary at the age of sixty-five (65)

15.04 Accidental Death and Dismemberment - each **Full-time** Driver is eligible for accidental death and dismemberment insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00.

15.05 Dental Insurance - the Company agrees to provide **Full-time** Drivers with a dental insurance plan that provides for each single person paying the first \$50.00 and each family paying the first \$75.00 in each calendar year.

15.06 Extended Health Care Coverage - The Company agrees to provide **Full-time** Drivers with an extended health care plan.

This plan includes in part:

- a) Semi-private room accommodation in hospitals;
- b) Hearing aid & vision plan;
- c) Drug plan with a deductible equal to any cost over a dispensing fee cap of \$4.00 for each prescription; and
- d) Out of Canada emergency coverage (for periods up to 90 days per trip). The deductible for single coverage is \$50.00 and \$75.00 for family coverage for each calendar year.

15.07 **Full-time** Drivers shall accumulate sick days at the rate of one half day per month for a total of Six (6) days per year. The maximum to which sick days shall be allowed to accumulate shall be sixty. If a sick-day is required, the rate of pay shall be equal to six (6) hours pay at the hourly rate specified in Article 27. A Driver shall receive remuneration for each sick day they are unable to return to work until the accumulated sick day credits have been used.

For the purpose of this Article, a sick-day is defined as a day that a Driver asks to be removed from any work assigned because they are unable to report to work due to medical reasons.

A Driver that is off work due to sickness for three or more consecutive **work shifts** may be required to furnish the Company with a **Return to Work** form provided by the Company that has been completed by a Medical Doctor. A Driver who books a sick day on the day immediately prior to or following their approved days off or vacations, after the first occasion on an annual basis, may be required to obtain a report from their Medical Doctor describing the nature of their illness, **on the Company's form**.

- (a) A driver must give a minimum of 12 hours' notice of their intent to return to work after a sick day and is responsible for confirming themselves on their next day's work.

15.08 The cost of Health care coverage for **Full-time** Drivers while in the United States shall be paid for by the Company in the following circumstances:

- (a) **Full-time** Drivers for all trips occurring in the period from the commencement of their first assignment as a Driver up to the beginning of the month subsequent to the Driver having completed three months of service with the Company.
- (b) **Part-time Drivers for all trips.**

15.09 Overtime - Shall be paid to Drivers in accordance with the requirements set out in Part III, Division 1 of the Canada Labour Code and the Canada Labour Standards Regulations. Section 9 of the Motor Vehicle Operators Hours of Work Regulations defines a Standard Hour of Work for a Bus Driver that is more clearly set out in Article 15.09 a) of this Contract.

- (a) To determine the Standard Hours of Work for Drivers that would be included for the purpose of calculating overtime, Hours shall be tracked by using the Drivers Log Books. The total "Driving Time" of a Work Shift plus one and a half (1 ½) hours.

The parties agree that for the Company to meet the required deadline, neatness on the part of the Driver is essential so that scanners can pick up the required information to make the calculation.

- (b) A list shall be given to the District Manager and the Union showing the status and calculation of payment of Overtime of a Driver's Hours of Work.

15.10 OVERTIME - For the purpose of overtime calculation, the Company shall average hours of work on a 13 week basis. Calculation of hours begin on July 1st. Any remuneration due to A Driver shall be paid within six weeks after each 13 week period, provided that all the correct information required to be submitted to the company by all Drivers has been done so in the required time period. The hourly rate of pay to be paid for each hour of overtime shall be half the hourly rate as shown in Article 27.

15.11 When a Driver, their spouse and dependent children, a retired Driver and their spouse wish to travel on a Company line run, they would be required to request seven (7) days in advance from their Supervisor a ticket to be used for the trip in accordance with the Company's Policy 'Employee Transportation Passes' dated May 3, 2003.

15.12 The Pension Plan requires 100% participation by all **Full-time** Drivers. A **Full-time** Driver shall only be enrolled in the Pension Plan after they have returned the completed required forms to the Company. To be eligible, A **Full-time** Driver must have completed two (2) years of Full-time service in the Bargaining Unit. A monthly contribution of four (4) per cent of monthly gross earnings split 50/50 between each Full-time Driver and the Company shall be paid into the plan. After five (5) years of Full-time service in the Bargaining unit the monthly contribution shall increase to six (6) per cent and; after eight (8) years of Full-time service in the Bargaining Unit the monthly contribution shall increase to eight (8) per cent. At each level the split continues to be 50/50 between the employee and the Company.

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 2013 is \$51,100. Therefore, the required annual earnings for that year would be \$23,820 to qualify for the Pension.

ARTICLE 16 - COMPANY UNIFORMS

16.01 All Drivers when first hired shall receive:

- (1) six shirts
- (2) three ties
- (3) one uniform jacket, windbreaker or three (3) season coat
- (4) three pair of trousers
- (5) company approved sweater (cardigan, vest, long sleeve V neck pullover sweater)

Annually, Drivers shall receive if required at time of seniority date, closest to March 1st or Nov.1st.

- (1) six shirts
- (2) three ties
- (3) one uniform jacket, windbreaker or three (3) season coat
- (4) three pair of trousers
- (5) Company approved sweater (cardigan, vest, long sleeve V neck pullover sweater)

Every three years: (if necessary)

- (1) one all-weather coat (parka type) or wind breaker
- (2) one pair of rubber covered cotton gloves for fuelling.

Female Drivers shall receive the above articles in a style that is more suitable for them.

16.02 Upon termination of employment, the latest uniform shall be returned to the Company prior to the final pay being issued to the Driver, and if the uniform is not returned, the cost of replacement for same shall be deducted from the Driver's final pay.

16.03 Drivers are required to wear a complete uniform (including tie) at all times while on duty provided when weather conditions dictate; a Driver may remove their jacket. **In the months of July and August OR any other time when the outside** temperature reaches twenty-seven (27) degrees Celsius, a Driver may remove their tie and only the top button of the uniform shirt can be open.

16.04 Once a Driver has been issued Twelve shirts, Two uniform jackets, Four Ties, Six Trousers and One Parka, replacement articles shall be issued with the article replaced turned in to the office.

16.05 If through no fault or negligence of the Driver, any part of a Driver's uniform that is damaged by oil, grease, etc., or torn beyond cleaning or repair while on duty, shall be replaced by the Company.

16.06 **Part-time Drivers shall pay 50% of the cost of their first uniform including parka. Replacement of items shall occur as required at the discretion of the Company and at 100% cost to the Company. No Part-time Driver shall be issued or receive a replacement parka without the approval of the Company. Cost of such shall be spread over three pay periods.**

ARTICLE 17 - HEALTH AND SAFETY

17.01 Drivers working under this Collective Agreement shall be regulated by:

- a) Canada Occupational Safety and Health Regulations
- b) Federal Motor Carrier Safety Regulations and, any other act or regulation that governs the conduct and health of a Driver while Operating a bus in any jurisdiction in North America.

17.02 A Driver has the right to refuse to drive a vehicle they reasonably believe is mechanically unsafe and shall report immediately the details to the dispatch office for direction. A qualified maintenance person shall make the final determination as to whether or not the vehicle is safe to be driven and, if not, they shall withhold it from service until the required repairs have been made.

17.03 A Driver would be subject to immediate dismissal for the following:

- (a) If they consume an alcoholic beverage within ten (10) hours of going on duty; or
- (b) Take a prescription or illicit drug that would impair their ability to safely drive a Company vehicle; or If found to have a higher than acceptable blood-alcohol level as determined by law in the jurisdiction that the trip they are operating travels in, into or through; or
- (c) When they knowingly consume alcohol after having been told they would be required to operate a work shift.

17.04 The Company shall provide a defect report that shall meet the requirements of the law.

17.05 The Company and the Union recognize the need for Safety and Health Committees. The Company shall establish committees in accordance with the Canada Occupation, Safety and Health Regulations.

ARTICLE 18 - EQUIPMENT

18.01 Without the prior written approval from a person authorized by the Company in a written notice to the Union:

- (a) A Driver shall not use a Company vehicle for personal use at their home base or while away on a trip.
- (b) A Driver shall not personally, or ask someone else to make additions, corrections or deletions of any kind to any Company vehicle (CB radio exempted).
- (c) A Driver shall not personally, or ask someone else adjust the maximum speed that a Company vehicle shall travel.

18.02 The Company shall ensure that vehicles are cleaned daily and all fluid levels (including washroom) are correct and sight glasses cleaned on vehicles at time of cleaning. However, each Driver has a responsibility to recheck all fluid levels and fuel the vehicle each day, as well as to ensure the unit has sufficient fuel to complete a trip.

ARTICLE 19 - PAYMENT OF EARNINGS

19.01 The Company shall pay any remuneration due to a Driver within two weeks after the Driver has provided the services given rise to their right to remuneration in accordance with Article 27 in a given pay-period. With each pay, a Driver shall receive an itemized statement of their wages and deductions.

19.02 PAY PERIOD - is a fourteen (14) consecutive day period commencing on a Monday and ending on a Sunday.

i) For pay purposes, all work shifts commenced prior to mid-night shall be considered paid on the day the shift commences.

ii) A work shift commences with the report time at the Home Terminal or other agreed designated point, and ends with the final return to the Home Terminal or other agreed designated point in accordance with the Deadhead schedules.

19.03 FREQUENCY OF PAY - shall be every two weeks.

19.04 WORK WEEK - is a seven (7) consecutive day period beginning at 00:00:01 hours on a Monday and ending at 24:00 hours on a Sunday.

19.05 If a Driver does a school run or other similar type of run he shall be paid at the prescribed rate for that particular run.

19.06 If, while operating a charter or other similar type movement, a Driver is available to perform another charter or a school run while waiting to return their group to the departure point, they shall be paid in addition to the pay earned for the original charter;

1) If doing a School Route - the rate designated for that route.

2) If doing a Charter - \$5.00 for each hour required to perform the charter over and above the normal rate of pay per Article 27.

ARTICLE 20 - THE AGREEMENT

20.01 This Agreement shall be effective from the signing of the document, and shall remain in full force and effect until the 31st day of December, 2016.

20.02 Prior to the expiration of this Agreement, the parties shall enter into negotiation for the renewal of, and/or amendment to this Agreement in accordance with the provisions of the Canada Labour Code.

- 20.03 There shall be no strikes or lock-outs so long as this agreement continues to be in effect.
- 20.04 Should the parties be unable to reach an agreement after following the provisions set forth in the Canada Labour Code, the parties mutually agree to accept binding arbitration.

SECTION II OPERATING PROCEDURES

ARTICLE 21 - SENIORITY

21.01 Seniority is defined as length of service with the Company. A Driver's seniority date shall be the date they are assigned their first paid trip for the Company following their last date of hire (or change of employment status as per Articles 21.03 with the Company. The seniority list shall show all Drivers ranked in their proper seniority order as a Driver, and display beside each name the Driver's seniority date. The list shall be posted twice a year, on June 1st and November 1st. If two or more Drivers shall have the same seniority date, their respective ranking shall be determined by a draw conducted by the Company and the Union.

For a new-hire, when more than one Driver completes their training program on the same date and all pre-employment requirements have been met, there shall be a draw to determine seniority position between the new-hires for the purpose of the bargaining unit.

- 21.02 Drivers shall lose their seniority and their employment shall be terminated in the event they:
- (a) are discharged for just cause and are not reinstated, or;
 - (b) they resign, or;
 - (c) they are absent from work in excess of seven consecutive calendar days without sufficient cause or without notifying the Company unless such notice was not reasonably possible, or;
 - (d) they fail to return to work within ten (10) calendar days following a lay-off and after being notified in accordance with Article 3.09 and Article 9 to do so, unless it is because of sickness or some other just cause. (It shall be the responsibility of the Driver to keep the Company informed of their current address and telephone number), or;
 - (e) they are laid-off for a period longer than one year, or;
 - (f) they are off work due to sickness or accident, for a period longer than two years subject to the requirement of the Workers' Compensation Act. The said period may be extended by the Company up to a maximum of a third year, provided medical information to substantiate the extension is provided to the Company by the Driver before the expiry of the said

two year period. The Driver shall be responsible for the cost of their benefits for any extension in the time given, or;

(g) they reach the age of mandatory retirement in accordance with Article 12.08.

21.03 A Driver that becomes "Full-time" under this agreement shall begin with a new seniority date, commencing with their date of transfer to become a Driver under this agreement.

21.04 Where, as a result of an error by the Company at the time of the required posting of the **Forty-eight (48)**Hour Dispatch as set out in Article 23, a Driver with more seniority (without their prior approval and not in compliance with the terms of this agreement) is dispatched a work shift which pays less than a work-shift assigned to a More Junior Driver, the Company shall pay to the Senior Driver the difference between the two work-shifts if such difference is in excess of Ten (\$10.00) DOLLARS. However any error in a work-shift assignment can be grieved if it is alleged to contravene the Collective Agreement.

21.05 Should any District be closed, down sized or sold by the Company, the Drivers from that District shall have the right to bump into any other District after exercising their seniority in their own District first, retaining their full seniority immediately, and shall be subject to the requirements of Article 1.05 a). A Driver shall have fourteen (14) calendar days from the date of notice of termination to notify the Company of their intention to exercise their right under this article.

21.06 The Company shall determine the number of Drivers that shall be allowed to register in each District. The total of all positions shall equal the number of Drivers employed pursuant to this agreement. Class "D" Board shall include Class "D" Drivers (as defined in Article 1.01) employed pursuant to this agreement wishing to operate charters.

21.07 Due to the nature of our industry, the Company and Union shall meet as required, to establish rules to meet the special needs of certain customers. The Union agrees that confidentiality, for competitive reasons, could impact the notice period; as well, it could restrict them from communicating with their members in advance of dispatching the work. The Union's consent shall not be unreasonably withheld.

ARTICLE 22 - TOURS, CONTRACT WORK & MULTI-DAY CHARTERS

22.01 (a) Every Monday a list shall be posted in each District either by paper or electronically by 18:00 hours showing all 'Multi-day Charters' (open Tours Company-wide and District Multi-day Charters) departing from each District that remain without a Driver for the thirty (30) day period, beginning with the following Friday.

Drivers (including Part-Time) with at least one (1) year seniority (unless exempted due to previous work experience), shall be entitled to sign-up for any open trip(s) listed on the Multi-Day 'A' Listing that would not conflict with any work already signed. Each Driver shall be limited to not more than five (5) choices of trips that share the same

conflicting time period. Trips shall be considered conflicting if they share one common calendar day. A Driver shall signify their order of preference by indicating the numbers "1, 2, 3, 4, 5" beside their signature and Driver number.

A Driver shall only be allowed to sign the Multi-Day "B" posting in the event that the Driver shall not be available at the time the trips would be listed in the Multi-day "A" posting. The following Monday the list shall be removed at 09:00 hours and the closest departing 7 day period shall be awarded.

- (b) Tours shall be awarded before Multi-day Charters to the Most Senior Driver that signed adhering to the following priorities. In the event that no Driver under the 1st priority signed, only then, would the next priority (and so on and so forth) be used to award the Tour and Multi-Day Charters.
 - 1) Full-time Drivers using Company-wide seniority (including Laid-off).
 - 2) Part-time class 1 Drivers Company wide
 - 3) Part-time class 2 (Casual) Drivers Company wide

DRIVERS SIGNING TOURS OUT OF DISTRICT shall be responsible for getting to and from the outside District at their own expense. Drivers shall be required to have adequate accommodation and must give the location and contact information for the accommodation to Dispatch at least 48 hours in advance of the departure date of the trip. A Driver must take into account the requirements of Article 5.14 when making their arrangements for accommodation.

- (c) Multi-day Charters shall be awarded to the Most Senior Driver that signed for the trip in the District of the trips origin.
- (d) Once a Driver's name is entered into the computer for a trip, the assignment is considered filled and final, unless the Driver is bumped in accordance with article 23.06 or the Driver decides to honour a request in accordance with Article 26.
- (e) If a Tour or Multi-day Charter that a Driver has signed for has a change in depart date, return date, destination, or depart time greater than 8 hours, prior to the preparation of the 48 Hour Dispatch for the original depart date; the driver would have the option of taking their name off the trip, and a decision would have to be made at the original time of contact by the Company giving notice of the change. If removed, they would then be dispatched in accordance with Article 24.05.

22.02 When a Driver registered in one District is forced (Driver did not sign) by the Company to travel to another District, in order to start a Charter in that other District, when required to be in compliance with the Hours of Service/Work (safety regulations), shall receive overnight accommodation at the Company's expense. Dispatch shall make the reservation and the Driver shall receive car mileage at the rate set out in Article 29, when asked to drive to another District in their own personal vehicle.

At no time shall a Driver be forced to use their personal vehicle.

A Driver is responsible to personally check into the overnight accommodation where the reservation has been made no less than eight (8) hours prior to report time at the District garage.

- 22.03 A Driver performing overnight charter work requiring expense money shall receive an advance from the Company for all reasonable expenses which shall be incurred during such trip. All receipts and excess money shall become due to the Company immediately upon completion of the trip. No Driver shall be credited with an expense unless a proper receipt, fully documented, is included with a Driver's cash-in, save for those monies paid in advance for meal expenses.
- 22.04 A Driver shall be allowed one only outstanding cash advance at any time, unless prior approval is given by the Company. Failure to stay current with cash advances shall result in a Driver losing their right to trips until they have settled the matter with the Company.
- 22.05 If a Driver is required to spend more money on a trip than the Company supplied for eligible expenditures, the Driver shall be reimbursed immediately upon delivery of properly executed receipts.
- 22.06 When it is necessary to charge for items purchased or service received, Drivers are to fill in all areas on the form as well as the total amount charged and obtain a legible signature from the person supplying same. Forms, together with receipts for purchases by cash, are to be turned in to the Company immediately upon return to the home district.
- 22.07 Charter Drivers may be issued credit cards. The Company retains the right to determine which credit cards shall be issued provided the Driver shall, at all times, be able to conduct business in an efficient manner with the credit cards which have been issued.
- 22.08 When purchases are made by credit card, a Driver is required to make sure their receipt contains the date of purchase, location, item, quantity, G.S.T. amount, G.S.T. Registration number, and reason for purchase, vehicle fleet number, trip number, and a proper signature from the Driver.
- 22.09 Drivers are to keep track of all transactions on a daily basis. Immediately upon return to garage all credit cards receipts together with documents required by Articles 22.07 and 22.09 are to be turned into the Company. Failure to do so could result in the Driver missing their next dispatched trip.
- 22.10 At no time is a Driver allowed to make personal purchases on a Company credit card. Failure to comply shall subject the Driver to immediate dismissal or reasonable discipline.
- 22.11 Drivers who are on the road for periods of time running over payroll periods can arrange to receive a "Draw" on their salary which shall be deducted from their subsequent pay when it is calculated. In order to receive a "Draw" the Driver must:
- (a) be departing on a trip that shall prevent them from receiving their pay at the regular time.

(b) submit a request for the draw by Company e-mail to the accounting department at least three (3) working days prior to the start of the pay period in question.

22.12 Contract, Charter customers shall have the right to refuse individual Drivers. After the Company's receipt of a customer's refusal (to be filed with the Union) there shall be no contact made by the Driver with the customer without prior approval from the Company. Failure to comply with these conditions may result in the Driver being disciplined. Drivers that have been refused by the above noted shall have their situations reviewed by the Company and Union on an annual basis. If required, a meeting shall be held between the Company and the Union to discuss the matter.

22.13 OVERNIGHT ACCOMMODATION - The Company shall provide one Room per Driver on all overnights. The Company **shall** endeavour to assure that the accommodation is suitable.

ARTICLE 23 - 48 HOUR DISPATCH

23.01 All charter trips **shall** be operated by Drivers listed on the District Seniority list in the District from which the charter originates, save and except for "Driver requests" pursuant to Article 24.

23.02 A dispatch day **shall** be posted in the Drivers Room between 17:00 and 19:00 on the 'cut -off day'. Any variance would require verbal notice to a member of the Union Executive. For the purpose of establishing a 'cut-off day' the following schedule **shall** be adhered to with the cut-off to be executed at 9:00 AM. Posting **shall** be by paper or electronically.

CUT-OFF DAY

Monday
Tuesday
Wednesday
Thursday
Friday

DISPATCH DAY

Tuesday & Wednesday
Thursday
Friday
Saturday
Sunday & Monday

For dispatch purpose, any new charter booked by the Company, or if an unforeseen situation creates additional assignments after a dispatch day has been 'cut-off', they **shall** be assigned first, to Driver already dispatched on that day. If more than one Driver is available to operate the trip, then to the most senior Driver. However, the senior Driver **shall** have the option to waive the assignment to a junior Driver who then **shall** be required to operate it.

If no Driver is available to operate the trip, then to the most senior full-time charter Driver available with no work assignments.

At no time **shall** a charter booked after 'cut-off', be assigned to a Driver if the trip would interfere with the Driver's next work-shift.

23.03 Work **shall** be assigned to available Drivers within a district. If Open trips are available in another District when both a bus and a Driver are required at the time of preparation of the 48 Hour Dispatch, they would be included as an

'in District' work for Seniority purposes in another District. The District in which the trip **shall** be assigned **shall** be determined by taking into account the least dead head kilometres to the departure point of the trip.

After dispatching in each District has been completed and posted pursuant to Article 23.02 and the Company has assigned a work-shift to all Drivers in a district covered by this agreement and still have work-shifts open in that district, the Company **shall** offer the work-shifts to available Drivers covered by this Agreement in other Districts on a company-wide seniority basis. To be available a Driver would be required to add the travel time to return to their registered district to the requirements of Article 23.05. If a Driver accepts the work-shift, they would be required to get to the district from which the work-shift begins at their own expense. If any work-shift remains open the Company **shall assign work to Non-Bargaining Unit Drivers. Charters operated by Non-Bargaining Unit Drivers shall be subject to a ten dollar (\$10) service fee. The service fee shall be incurred for each complete charter.**

If the Company is required to operate a two-way charter with two different Non-Bargaining Unit Drivers, the service fee shall be subject to only one fee. This clause is pursuant to Article 3.13.

23.04 THE 24 48 HOUR DISPATCH IS TO BE PREPARED IN THE FOLLOWING ORDER:

(a) Single Day Work-Shifts - The seniority advantage used for dispatching a work-shift **shall** be defined under the following order of priorities within a district:

- 1) most monetary value
- 2) least kms
- 3) least hours

Generally only the first priority must be conformed to. If all is equal, only then **shall** the second and, if necessary, third priorities be used to determine the senior Driver's advantage.

(b) Tours and Multi-day Charters not signed for when the 48 Hour Dispatch has been prepared **shall** be assigned to the most senior available Driver with no assignments in the District of origin of the Charter. When more than one charter needs to be assigned on the same departure day, the junior Driver **shall** be assigned in accordance with the following criteria:

- 1 - least days;
- 2 - if days are equal, the most miles to the furthest turn-around point;
- 3 - if (1) and (2) are relatively equal, the furthest pick-up from the garage.

(c) District Part-time Class 1 Drivers shall be those who have worked 240 hours (garage to garage) in the period September 1st to June 30th, in the prior year and make themselves available pursuant to Article 23.

(d) District Part-time Class 2 Drivers shall be those who have worked less than the 240 hours in the period of September 1st to June 30th.

23.05 Drivers **shall** only be dispatched on a Work Shift at the time of the posting of the 48 Hour Dispatch if the Driver has had the required Core Rest Period; a period of off-duty time of not less than 24 hours in the 14 days prior to the 48 Hours Dispatch Day, and; the Work Shift would not exceed the 70 hours of on-duty time in the 7 day period (trips to the United States, 8 days) including the day being dispatched. For trips operating entirely in Canada, the 70 hour clock **shall** be reset each time a Driver has a Core Rest Period of 36 consecutive hours. Except as provided for in Article 3.20 of this Agreement, the required Core Rest Period **shall** be that prescribed by law in the jurisdiction the Driver is operating in.

23.06 If after a Dispatch day has been posted, a Driver's entire Work Shift is cancelled, rented out, or a Driver does not appear on the 48 Hour Dispatch report for any number of reasons (i.e. error, removed, double booking, rented out, withheld from service [unless provided for by this agreement or law]); the Driver may bump the first available most Junior Driver, each day with a one day Work Shift, (save and except Driver requests as set out in Article 24). The (Full or Part-Time) Driver's right to bump shall be for each day that the 48-Hour Dispatch has been posted in accordance with Article 23.04; after which the Driver's right to work shall be in accordance with their regular seniority rights. In order for a Driver to execute a bump under this article, the date of executing the bump, and the date of the Work Shift bumped cannot be the same and the Work Shift(s) obtained must not interfere with the Driver's next Work Shift. If aware of the situation, Dispatch shall notify the Driver of their right to Bump.

For the exercise of bumping on single day work shift only, cut off time for Full-time /Part-time Drivers to exercise their right to bump shall be 22:00. Based on seniority, Drivers who were successful in executing the requested bump shall be notified by Dispatch by 23:59 hours. Once an operator has exercised his right to bump, he shall not be subject to a bump. Once an operator has indicated they wish to exercise their right to bump, they must operate the work shift. (It is understood that Non Bargaining Unit Drivers shall be bumped first.)

A Driver, who books off due to illness or any other reason for a work assignment that was awarded as a result of executing a bump, after the first occasion on an annual basis, may be required to submit to the Company with a report from their medical Doctor verifying their illness on the Company's form.

- 1) If a Driver has a Tour or Multi-day Charter cancelled after the 48 Hour Dispatch has been posted, they may bump the most junior Driver that had a Tour or Multi-day Charter assigned to them at the time the 48 Hour Dispatch was prepared, provided that the cancelled trip and the bumped trip has the same departure date and the trip shall not interfere with any other trip the Driver is committed to operate.

23.07 The Union recognizes the right of the Company to engage in rentals. If a trip is rented, the Driver scheduled to operate the trip may bump the most junior Driver in their District from their work-shift. The bumped Driver **shall** then be available for re-assignment.

23.08 When equipment based in one district is required to operate a trip in another district, it **shall** be operated by a Driver in the district from which the equipment is normally based. However, if business demands deem it necessary,

the Company has the right to transfer, in the most efficient manner, equipment from one district to another.

- 23.09 If a Driver operates a school run with their charter work they would be paid the normal rate for the school run.
- 23.10 If a Driver operates a trip with a class "D" vehicle that is normally operated with a class "A" vehicle the rate of pay would be the normal rate paid to a class "A" Driver.
- 23.11 When a Charter Driver arrives at an away from home District and at the discretion of the Company is held, and the Drivers 48 Hour dispatch for the next day is voided because of the layover, the Driver **shall** be paid the greater of actual earnings or the Twenty-Four 48 Hour Dispatch for each day away from home District.
- 23.12 (1) Where a Driver has been dispatched to three (3) or more pieces of work at the time of the 48 hour dispatch, the Driver may waive the third (3rd) piece of work to the most junior available Driver within the District who shall be required to operate it. Should there be no junior Driver available; the Driver must operate the complete work assignment.
- (2) Where a Driver is working five (5) consecutive days, the Driver shall be able to waive their 5th consecutive day to the most junior available Driver, who shall be required to operate it. Should there be no junior Driver available; the Driver must operate the fifth (5th) day as dispatched.

ARTICLE 24 - REQUESTS

- 24.01 (a) Drivers, unless otherwise restricted by this agreement **shall** have the option of accepting or declining a trip, when a customer has requested them. If more than one Driver is requested for the same trip, seniority **shall** determine to whom the trip **shall** be awarded. A request for a Driver must be made by the customer at the time of first booking the trip with the Company. When a request has been made by a customer, the following procedure **shall** take place:
- 1) The Requested Driver(s) **shall** be sent a Company e-mail or, if a Driver is away on a Multi-Day charter, and an answer is required prior to the return to their home District, a phone call **shall** be made to the Driver outlining the details of the trip.
 - 2) The Driver(s) accepting would have their name immediately assigned to the trip.
 - 3) If the Requested Driver refuses the request, or after having accepted and **shall** not be available for a valid reason, it **shall** be offered first to the next most senior available requested Driver, and then each additional requested Driver if more than two.
 - 4) If there is no requested Driver available for the trip, it **shall** be dispatched in accordance with this agreement.
- (b) A Driver **shall** reply to the request by Company e-mail or if away on a multi-day trip by a telephone call to dispatch using the following procedure:

- 1) If the request is greater than sixty (60) days in advance of departure, the driver must respond within forty-five (45) days of having received notice of the request.
 - 2) If closer than sixty (60) days to departure, the Driver must respond within 48 hours of having received notice of the request.
- (c) Any exceptions to the above would require consent from both the Company and Union.
- (d) Contract Drivers **shall** be allowed to honor requests if it does not create a problem with the application of Article 3.20 resulting in a Driver not being available to operate any part of the Contract.
- 24.02 A Driver would have the option of turning down trips previously awarded (prior to the **48** Hour Dispatch), in order to honour a request. If the Driver had accepted a previous request and the request was confirmed with the customer, the Driver would be required to honour the first request.
- 24.03 When a Driver chooses to accept a requested trip departing from a District other than their registered District, the Driver **shall** be responsible for getting to and from the outside District. Overnight accommodation **shall** not be provided by the Company and car allowance **shall** not be paid.
- 24.04 Requested Drivers after cut-off, **shall** be honoured if they were not assigned a work-shift at the **48** Hour Dispatch.
- 24.05 Any Full-time Driver may exercise their right to remove the "first available" most Junior Part-time Driver from a request in their registered District if, the Full-time Driver has no work shift assigned to them on the 48 Hr. Dispatch report for the day that the Part-time Driver is honoring the request. A Full-time Driver cannot remove a Part-time Driver on the same day the trip is to depart or if the trip would interfere with the Drivers "next days" work shift.

ARTICLE 25 - DAYS OFF

- 25.01 DAYS OFF - All full-time Drivers **shall** notify dispatch as to which two (2) days in the next work week they wish to have off by 12:00:00 hours Tuesday, of each week. Prior to a Driver's departure on multi-day charter, they are to book days off in the work week the trip returns home, or the days-off **shall** not be honoured. A Driver may accumulate days off at the rate of two (2) days per seven (7) away. For example: After a twenty-three (23) day trip A Driver, subject to other conditions in this article is entitled up to six (6) days off upon THEIR return.

Days-off in a district **shall** be honoured with the minimum number allowed at any one time being one (1) Driver within a district.

A Driver away in excess of seven (7) days shall be guaranteed two (2) days off following their return home upon request. A Driver operating a tour may bank his days off at the rate of two (2) days only be used in the week immediately following the return to their home district and subject to

cancellation and subject to the requirements set-out in this Article. In order to get these days off they would be required to follow the procedure noted above prior to departing on their trip.

THE FOLLOWING PROCEDURE IS TO BE USED FOR BOOKING A DAY OFF:

- a) The Driver is to place THEIR initial under the requested day(s) off, on the "REQUESTED DAYS(S) OFF" form, located in each Drivers room.
- b) The absence of an initial **shall** be interpreted to mean a Driver is available for work. In addition, it could result in a Driver having to work on any or all of the seven days in that period (subject to compliance with the Hours of Service/Work Regulation).

If business demands deem it necessary, the company may cancel A Driver's day or days-off at the time of preparation of the **48** Hour dispatch subject to compliance with the requirements of the Hours of Service/Work Regulation. Cancelled days off **shall** be in reverse order of seniority. A Driver has the option of banking any cancelled day off to be taken at a later time that is agreeable with the Company.

- 25.02 The switching of a day off between Drivers **shall** not be allowed without prior written approval from the Company.
- 25.03 All signed for Tours, Multi-day Charters and requests **shall** supersede signed days off.
- 25.04 A Driver **shall** not be dispatched on a single day work-shift when returning from a day or days off until 0500 garage time at their home Terminal for their first work-shift, except Drivers who have signed a multi-day, or request.

ARTICLE 26 - REPORT / CANCELLATION CHARGE

- 26.01 Drivers reporting to the garage and not required to operate any trips **shall** receive four (4) hours pay at the hourly rate shown in Article 27. During the four hour period, Drivers **shall** perform work assigned, if any, at no additional cost to the company save and except for school runs, they **shall** be paid at the normal rate for the run.
- 26.02 Charters cancelled at the pick-up point within a Driver's district **shall** pay a minimum (4) hours, or the actual dead-head time, at the hourly rate shown in Article 27.
- 26.03 Any work cancelled before the Driver leaves home **shall** not be paid providing the Driver is notified before reporting to the garage.
- 26.04 Drivers that are required by dispatch to "standby" at the beginning or end of a work-shift **shall** be paid the hourly rate as shown in Article 27 for the entire period.

ARTICLE 27 - RATES OF PAY

27.01 A Drivers **shall** be paid at the rates of pay noted below for each hour of service beginning with departure from the garage to return to the garage. When determining the total hours payable for a charter reference **shall** be made to the schedules of Allowable Deadhead Time per Schedules A,B and C.

1) **All Drivers shall be classified as follows:**

CLASS 1 - Shall include all Full-time Drivers as set out in Article 23.04, with at least three (3) months continuous employment with the Company; and Part-time Drivers as set out in Article 23.04.

CLASS 2 - Includes all Probation Drivers and Part-time Drivers as set out in Article 23.04 and they shall be paid at a rate equal to 90% of the regular Class 1 wages.

	<u>ALL OTHER DISTRICTS</u>	<u>TORONTO</u>
Effective January 1 st , 2013	\$13.07	\$13.31
Effective January 1 st , 2014	\$13.40	\$13.78
Effective January 1 st , 2015	\$13.80	\$14.19
Effective January 1st, 2016	\$14.21	\$14.60

On a multiple day trip a Driver **shall** receive a minimum of 8 hours pay or actual time if greater than eight (8) for each day worked.

27.02 Drivers **shall** be paid the Hourly rate of pay for any training that is the result of new programs or new law. This does not apply to Driver License upgrades or renewals, post accident/incident sessions with a Driver Trainer. Time required to complete the training **shall** be included in the calculation of overtime as set out in Articles 15.

27.03 On Single Day Charters only, Drivers **shall** be paid at a minimum, the number of hours noted on the Driver's Work Order that the customer booked for the charter trip even if the Driver returns to the garage earlier than the return time noted on the Work Order.

ARTICLE 28 - MEAL ALLOWANCE

MEAL ALLOWANCE - A meal allowance **as specified below**, (including the first day if the garage time is prior to 1800) shall be paid for each day of a Multi-day Charter or Tour. **After 1800 hours, when a Driver has to overnight in a hotel and would be compensated at the rate of \$22.00.** The meal allowance shall be paid in the currency of the country in which the trip is operated.

January 1, 2013 - \$38.00

January 1, 2014 - \$40.00

January 1, 2015 - \$40.00

January 1, 2016 - \$42.00.

ARTICLE 29 - AUTOMOBILE ALLOWANCE

A Driver assigned a work shift in another District, and is requested by Dispatch to drive their own vehicle to the other District, **shall** be remunerated at the rate of **\$.51** per kilometer, for each kilometer in excess of the normal distance they travel from their residence to their Home Terminal. If public or Company transportation is not available, and the Driver has no transportation of their own, or they do not wish to drive their car out of District, the Company **shall** supply transportation when needed. No Driver **shall** be forced to drive their own vehicle. The Company may wish to go to the next available Driver, who **shall** drive their own vehicle, and the passed Driver **shall** not have any recourse to the grievance procedure, and they **shall** only be used at their Home Terminal on after cut-off or overloads.

All Automobile Allowances shall be paid by separate cheque.

MILEAGE SCHEDULE

Peterborough	-	Kingston	176 KM
		Toronto	136 KM
		Hamilton	206 KM
Toronto	-	Peterborough	136 KM
		Kingston	270 KM
		Hamilton	70 KM
Hamilton	-	Toronto	70 KM
		Peterborough	206 KM
		Kingston	340 KM
NIAGARA	-	BUFFALO	41 KM
		HAMILTON	75 KM
		TORONTO	133 KM

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

Dated this 14th day of May, 2013.

FOR THE UNION:

President/Business Agent

Financial Secretary - Treasurer

FOR THE COMPANY:

President

Vice-President, Human Resources

Vice-President, Operations

SECTION THREE

SCHEDULE OF ALLOWABLE DEADHEAD TIME

WHITBY DISTRICT

(ONE-WAY TIME)

<u>PICK-UP/DROP-OFF</u>	<u>ALLOWED TIME TO REPORT FROM DROP</u>
Toronto.....	.1 HOUR...45 MINS.
Whitby.....	.0 Hour...45 MINS.
BUFFALO.....	.3 HOUR...45 MINS.
KINGSTON.....	.2 HOUR...30 MINS.
MISSISSAUGA (garage).....	.2 HOUR...00 MINS.
St Catherine.....	.2 HOUR...30 MINS.
NIAGARA FALLS.....	.3 HOUR...15 MINS.
OSHAWA.....	.0 HOURS..45 MINS.
PETERBOROUGH.....	.1 HOURS..30 MINS.
PORT HOPE/COBOURG.....	.0 HOURS..45 MINS.
Trenton.....	.1 HOUR...15 MINS.
Bellville.....	.1 HOURS..30 MINS.
TRENTON.....	.1 HOURS..15 MINS.
Bowamanville.....	.0 HOURS...45 MINS.

The above times include travel time, vehicle pre-check, and fuelling.

The Driver **shall** be paid for actual deadhead time incurred while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Toronto pick-up points under all traffic conditions (ie: rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Drivers responsibility.

SCHEDULE OF ALLOWABLE DEADHEAD TIME

TORONTO DISTRICT

(ONE-WAY TIME)

PICK-UP/DROP-OFF	ALLOWED TIME TO REPORT/FROM DROP	
TORONTO TRANSFER ZONE.....	1 HOUR	0 MINS
OAKVILLE.....	1 HOUR	0 MINS
BURLINGTON.....	1 HOUR	0 MINS
HAMILTON.....	1 HOUR	15 MINS
NIAGARA FALLS.....	2 HOURS	0 MINS
AIRPORT STRIP (Hotels and Airport).....	0 HOURS	30 MINS
NAPANEE.....	2 HOURS	30 MINS
PETERBOROUGH.....	2 HOURS	0 MINS
OSHAWA/BOWMANVILLE/WHITBY.....	1 HOUR	15 MINS
HALIBURTON.....	3 HOURS	15 MINS
HUNTSVILLE.....	3 HOURS	0 MINS
KINGSTON.....	3 HOURS	0 MINS
BELLEVILLE.....	2 HOURS	0 MINS
PORT HOPE/COBOURG.....	1 HOUR	30 MINS
BUFFALO AIRPORT.....	3 HOURS	0 MINS
CAMBRIDGE.....	1 HOUR	15 MINS
GUELPH.....	1 HOUR	15 MINS
KITCHENER.....	1 HOUR	30 MINS
ST. CATHARINES.....	1 HOUR	45 MINS
PORT COLBORNE.....	2 HOURS	30 MINS
WELLAND.....	2 HOURS	00 MINS
MONTREAL.....	6 HOURS	15 MINS

The above times include travel time, vehicle pre-check and fuelling. The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Toronto pick-up points under all traffic conditions (i.e. rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Driver's responsibility.

The Driver shall be allowed the actual driving time incurred (plus pre-checks and fuelling of bus) while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

SCHEDULE OF ALLOWABLE DEADHEAD TIME

PETERBOROUGH DISTRICT (ONE-WAY TIME)

<u>PICK-UP/DROP-OFF</u>	<u>TIME ALLOWED TO REPORT FROM DROP</u>
BELLEVILLE.....	1 HOUR...45 MINS.
BOWMANVILLE/NEWCASTLE.....	1 HOUR....0 MINS.
BUFFALO.....	4 HOUR...45 MINS.
CAMPBELLFORD.....	1 HOUR....0 MINS.
COBOURG.....	1 HOUR....0 MINS.
COLBORNE.....	1 HOUR...15 MINS.
GRAFTON.....	1 HOUR...15 MINS.
HASTINGS.....	1 HOUR....0 MINS.
HAVELOCK.....	1 HOURS...0 MINS.
KINGSTON.....	2 HOUR...45 MINS.
LAKEFIELD.....	1 HOUR....0 MINS.
LINDSAY.....	1 HOURS...0 MINS.
MISSISSAUGA.....	2 HOURS..15 MINS.
NAPANEE.....	2 HOURS..15 MINS.
NIAGARA FALLS.....	3 HOURS..45 MINS.
NORWOOD.....	0 HOURS..45 MINS.
OSHAWA.....	1 HOUR...15 MINS.
PETERBOROUGH.....	0 HOUR...30 MINS.
PORT HOPE.....	1 HOUR....0 MINS.
TORONTO (Includes Garage & Airport).....	2 HOURS...0 MINS.
TRENT UNIVERSITY (CHAMPLAIN).....	0 HOUR...45 MINS.
WHITBY/AJAX.....	1 HOUR...30 MINS.

The above times include travel time, vehicle pre-check, and fuelling. The Driver **shall** be paid for actual deadhead time incurred while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable. Discretionary practices must be exercised in order to ensure punctual execution of Drivers responsibility.

SCHEDULE OF ALLOWABLE DEADHEAD TIME

PORT HOPE DISTRICT

(ONE-WAY TIME)

<u>PICK-UP/DROP-OFF</u>	<u>TIME ALLOWED TO REPORT FROM DROP</u>
WHITBY.....	0 HOUR...45 MINS.
TORONTO TRANSFER ZONE.....	2 HOUR....0 MINS.
BUFFALO.....	4 HOUR...0 MINS.
PICKERING.....	1 HOUR...15 MINS.
AJAX.....	1 HOUR...0 MINS.
OSHAWA.....	1 HOUR....0 MINS.
KINGSTON.....	2 HOUR...15 MINS.
BOWMANVILLE.....	0 HOUR...30 MINS.
TRENTON.....	1 HOURS...0 MINS.
MISSISSAUGA.....	2 HOURS...15 MINS.
NIAGARA FALLS.....	3 HOURS...50 MINS.
St CHATHERINES.....	2 HOUR...15 MINS.

The above times include travel time, vehicle pre-check, and fuelling.
The Driver **shall** be paid for actual deadhead time incurred while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

Discretionary practices must be exercised in order to ensure punctual execution of Drivers responsibility.