

AGREEMENT NO. 11

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO NORTHLAND

AND

TEAMSTERS CANADA RAIL CONFERENCE

COVERING

MOTOR COACH OPERATORS

**Expires
December 31, 2019**

Page Left Blank Intentionally

ARTICLE 1 - RATES OF PAY	1
ARTICLE 2 - REPORTING TIME	2
ARTICLE 3 - PREPARING REPORTS	3
ARTICLE 4 - LEAVE OF ABSENCE	3
ARTICLE 4A - PERIODIC MEDICAL EXAMINATIONS	4
ARTICLE 5 - STUDENT DRIVERS OR TRAINEES	4
ARTICLE 6 - ASSIGNMENTS AND DUTIES	5
ARTICLE 7 - PAY ALLOWANCES AND CALCULATING KILOMETERS	5
ARTICLE 8 - OPERATOR/LABOURER ASSIGNMENT	7
ARTICLE 9 - RULES GOVERNING SPARE BOARD OPERATORS	8
ARTICLE 10 - SPECIAL TRIPS AND CHARTERED BUSES	11
ARTICLE 11 - EXPENSE ALLOWANCES	12
ARTICLE 12 DEADHEADING	13
ARTICLE 13 - OFF DUTY ON SYSTEM'S BUSINESS OR CALLED AS A WITNESS BY THE COMMISSION ...	13
ARTICLE 13A - JURY DUTY	13
ARTICLE 14 BULLETINING ASSIGNMENTS	14
ARTICLE 15 - DISPLACEMENT RIGHTS	16
ARTICLE 16 - SENIORITY LISTS	16
ARTICLE 17 - PROBATIONARY PERIOD	18
ARTICLE 18 - UNIFORMS	18
ARTICLE 19 - SLEEPING ACCOMMODATIONS AWAY FROM HEADQUARTERS	18
ARTICLE 20 - LIFE INSURANCE UPON RETIREMENT	18
ARTICLE 21 - SERVICE PAPERS	19
ARTICLE 22 - SICK LEAVE - RETURN FROM	19
ARTICLE 23 - INVESTIGATION AND DISCIPLINE	19
ARTICLE 24 - RECALL OF LAID OFF EMPLOYEES	20
ARTICLE 25 - TRANSPORTATION PRIVILEGES	21
ARTICLE 26 - BEREAVEMENT LEAVE	21
ARTICLE 27 - HEALTH AND WELFARE	21
ARTICLE 28 - GENERAL HOLIDAYS	22
ARTICLE 29 - VACATIONS WITH PAY	23
ARTICLE 30 - ADVERSE EFFECTS OF CHANGES IN HOME TERMINALS	28

ARTICLE 31 - PURCHASE OR SALE OF BUS OPERATIONS	34
ARTICLE 32 - TRUCK AND TRANSPORT OPERATIONS	35
ARTICLE 33 - MANNING OF SYSTEM VEHICLES	35
ARTICLE 34 -CHECK OFF OF UNION DUES	35
ARTICLE 35 - FINAL SETTLEMENT OF DISPUTES	36
ARTICLE 36 - GRIEVANCE PROCEDURES	37
ARTICLE 37 - FRINGE BENEFITS	38
ARTICLE 38 - UNION-MANAGEMENT CONSULTATION	38
ARTICLE 39 NEGOTIATIONS DURING CLOSED PERIOD	38
ARTICLE 40 SICK LEAVE	38
ARTICLE 41 RULES GOVERNING DISPATCHER/RELIEF DISPATCHER POSITIONS	38
TERMINATION	41
LETTER OF UNDERSTANDING	42
Shift Exchanges for Motor Coach Operators	43
Smart Phones for Motor Coach Operators	44
Rules Governing Dispatcher and Relief Dispatcher Positions - Amended	46
Between Ontario Northland and Teamsters Canada Rail Conference	46
Re: North Bay and Sudbury Terminals	48
Agreement Governing Crew Number 45	49
Article 1.1 (b)	50
Paid Education Leave	51
Initial Training Sessions.....	52
RE: Driving Disabled Motor Coaches	53
Continuation of Wages Agreement	54
Article 6 - Crew Change Resulting in Crew Abolishment in the Midst of a Pay Period	55

DEFINITION

"System" means Ontario Northland Motor Coach Services.

"Company" means Ontario Northland.

"Week" means seven consecutive calendar days.

Terminals at ratification of this Agreement are the three established terminals being North Bay, Sudbury and Timmins. MCS reserves the right to amend terminals to meet operational requirements, subject always to the terms of this Collective Agreement.

The Company recognizes the Teamsters Canada Rail Conference as the fully designated and sole collective bargaining representative of all employees listed on the seniority list as per Article 16 (except those promoted to management) and for all job/duty functions as described in this Agreement 11 between Ontario Northland and Teamsters Canada Rail Conference.

The Company will recognize individuals and/or employees elected, appointed and/or designated by the union as its qualified officers, job stewards and/or representatives. The union will notify the company in writing as to who are the elected representatives of the Union authorized by the union to interpret discuss and, whenever possible resolve problems arising out of this agreement.

ARTICLE 1 - RATES OF PAY

1.1(a) (i) Rates of Pay by Kilometre:

- Lump sum of 1.6%
* A lump sum payment equal to 1.6% of the 2015 pay for each employee at the date of signing of
- Effective January 1, 2017 the rates of pay will be increased by 2.0%.
- Effective January 1, 2018 the rates of pay will be increased by 2.0%.
- Effective January 1, 2019 the rates of pay will be increased by 2.0%.

YEAR	LINE	OPR/LBR CHARTER	DEADHEAD 85%	CUSHION 50%
2017	.4735	.4177	.4025	.2368
2018	.4830	.4261	.4106	.2415
2019	.4927	.4346	.4188	.2464

(b) Step Rates:

The following step rates apply to all employees subject to the terms of this Collective Agreement to be paid as follows

- Starting rate - 85%
- After 12 months 90%
- After 18 months 95%
- After 24 months 100%

(c) Shift Differential:

Employees whose shifts commence between 14:30 and 22:29 hours shall receive a shift differential of .0070 cents per km and employees whose shift commence between 22:30 and 06:29 hours shall receive a shift differential of .0080 per km. Shift differential will not be paid at the 1.5 overtime rate or on paid absences from duty excluding Vacation and General Holidays.

For shifts commencing between:

1430 and 2229 hours .0070 cents per km
2230 and 0629 hours .0080 cents per km

(d) Mandatory Direct Deposit: All current and future employees will be required to enrol in mandatory direct deposit.

1.2 Overtime will be calculated and paid on the basis of:

- Spareboard drivers at 1.5 times the applicable basic rate.
- Line Operators at 1.5 times the line rate.

1.3(a) Motor Coach Operators working as garage labourers will be compensated for such service on the basis of 55 kilometers per hour.

(b) In other instances where time is to be converted to kilometers for pay purposes each minute will equal .917 kilometer.

(c) Waiting Times – When a spareboard assignment becomes delayed at no fault of the operator, any waiting time associated with delay will be compensated at .917 km/minute (55 km/hr). This does not apply to line runs.

1.4 Rates of pay set out in Articles 1.1 and 1.2 include payments for handling of baggage and mail.

1.5 Effective October 27, 2003, a maximum commission of 25 cents will be paid for each BPX parcel or bundle carried by bus over the system. The commission will be apportioned 12.5 cents to the initial driver and 12.5 cents to final driver.

For freighter service, a maximum commission of 25 cents will be paid for each BPX parcel or bundle carried by bus over the system. Motor Coach Operators assigned to a freighter service will be paid at the charter rate on a kilometer basis.

ARTICLE 2 - REPORTING TIME

2.1 Motor Coach Operators will be required to report for duty at the time specified in bulletins or special instructions but no later than:

(a) If required to report for deadheading - 15 minutes in advance of scheduled departure time. Paid at 15 km.

(b) If required to report at station (no pre-trip required) for operating a regular assignment 30 minutes in advance of scheduled departure time. Paid at two (2) units.

(c) If required to report at garage for operating a regular assignment – 45 minutes in advance of scheduled departure time. Paid at three (3) units.

- (d) If required to report at Toronto Garage for operating a regular assignment – 60 minutes in advance of scheduled departure time. Paid at four (4) units.
- (e) 15 minutes post trip duty time allotment for trips ending at a station paid at one (1) unit.
- (f) 30 minutes post trip duty time allotment for trips ending at a garage paid at two (2) units.

One (1) Unit = 11.875 km = 15 minutes

The minimum number of units for reporting time and post trip time will be four (4) units, with the exception of Deadhead which will be paid under paragraph (a) above.

2.2 In the event a Motor Coach Operator fails to report at the specified reporting time, he/she may be replaced on that trip by another operator.

ARTICLE 3 - PREPARING REPORTS

3.1 Motor Coach Operators must prepare and submit their reports immediately upon completion of their assignment. Reports submitted late may not be included in current pay period.

ARTICLE 4 - LEAVE OF ABSENCE

4.1 Requests by employees for leaves of absence will be given consideration in accordance with the current company policy. Employees desiring leave of absence shall make written request to their immediate supervisor.

4.2 An employee who loses his/her license or is unable to continue to fulfill their job requirements due to incarceration shall be entitled once in their career, to be placed on a leave of absence without pay or benefits for a period not to exceed one year. If, during the leave of absence during the period that the employee is on a LOA and obtains their license or is once again able to fulfill their job requirements they will be able to return to work with no loss of seniority for the period of the LOA.

4.3 A written LOA request for the Union Officials to participate in authorized union business, conventions, seminars, and grievance mediation or arbitration will be granted by the Senior Manager Bus Operations provided such leave does not unduly interfere with continuance of the operational system. The request for leave must be made as far in advance as possible and the Union will give at least 48 hours notice to the Senior Manager Bus Operations.

ARTICLE 4A - PERIODIC MEDICAL EXAMINATIONS

4A.1 An employee required to take a periodic medical examination (which may include one visit to the hospital for x-rays) during his off duty hours shall be allowed payment therefore of 144 kilometers. In cases where the employee is required to make one or more additional visits to the doctor's office, the lab, or the hospital in connection with the periodic medical examination, an additional 48 kilometers will be allowed.

In the application of this Article for assigned drivers, the company will accept the medical taken for MTO requirements. If the medical is performed by the company doctor, or if approval is given to go to another doctor, the company will absorb the doctor's fee and will pay the 144 kilometers provided for in the collective agreement. Where spareboard drivers are concerned, there will be a requirement for an U.S. D.O.T. medical and an MTO medical. The company will accept the U.S. D.O.T. medical and will pay the doctor's fee and the 144 kilometers. It will also treat the MTO medical in the same manner as for assigned drivers.

The Company will as far as practical, co-ordinate medical requirements for the Company, MTO, and U.S. D.O.T.. Payment under this article will be at the line service rate. Only spareboard operators holding a valid passport will fall under U.S. D.O.T. medical regulations.

ARTICLE 5 - STUDENT DRIVERS OR TRAINEES

5.1 An allowance of \$15.00 will be paid to Motor Coach Operators/Dispatcher for each assignment or portion thereof on which they are accompanied by an operator trainee or dispatcher trainee for instruction purposes. Driver re-familiarization does not apply. Driver never trained on that route will be considered as trainee and Article 5.1 compensation applies.

New driver trainees will be paid minimum wage and article 11 expense allowances until such time they are placed in active duty.

5.2 When an operator is scheduled for training/meetings during their regular working day, they will be paid their regular assignment. When a line run operator is training/attending meetings on an off day, he/she will be paid 210 km at overtime rates for training scheduled to last four hours or less. For training/meetings of over 4 hours he/she will be paid 420 km at overtime rates. Spareboard operators will be paid a minimum day for training or meetings. Employees traveling from outside terminal to the location where training/meeting is held will be provided a rental vehicle or in situations where rental vehicles are unavailable an employee will receive automobile mileage allowance as shown in article 11.5. In cases where the training/meeting and travel kilometers are greater than the pay kilometres of lost assignment line run operators will receive overtime entitlement based on 50 km per hour (.84 km per minute), and for spareboard operators where training/meeting and travel kilometres exceed a minimum day he or she will receive 52.5 km per hour at regular rates. Spareboard operators will be trained maintaining their position in rotation on the spareboard. Training not considered

as an assignment but is service performed and shall apply toward making up the guarantee.

ARTICLE 6 - ASSIGNMENTS AND DUTIES

6.1 (a) Regularly assigned line service operators who are ready for duty the entire pay period and do not lay off of their own accord, or are not displaced through the exercise of seniority, will be paid the regular value of their assignments.

(b) In instances where a regularly assigned line service operator is displaced through the exercise of seniority, and exercises his/her seniority within twenty-four (24) hours, he/she will have his/her earnings topped-up to 4200 kilometers for the pay period. If an operator exercises his/her seniority within the twenty-four (24) hour period and subsequently misses time on his/her own accord, in the respective pay period, he/she will be topped up to 4200 kilometers less the value of the trip(s) missed on his/her own accord. If the employee does not exercise his/her seniority within the twenty-four (24)hour period, he/she will be paid for actual work performed. When an operator is notified during his/her assignment, the twenty-four (24) hour period will commence at the end of that assignment.

6.2 Operators regularly assigned to line service and who are available for the entire pay period, will be paid a minimum of 4200 kms bi-weekly, coinciding with normal payroll cycles. During each bi-weekly period of 14 days, such employees will be entitled to a minimum of 4 rest days, with at least 2 of the rest days to be in succession. Employees not available for work, on their own accord, will be paid for actual work performed during the pay cycle. No assignment in regular line service shall be scheduled with less than ten (10) hours rest period between assignments.

6.3 Motor Coach Operators working only a portion of a pay period will be paid their proper proportion of the above guarantee.

6.4 Employees involved in a critical incident (major accident, animal strike, death of passenger) during assignment will at the employee's/employers discretion be replaced with another employee for completion of assignment with no loss of wages. Employees becoming ill during an assignment will be paid actual kms with a minimum of 420 kms plus reporting and final time for the assignment, whichever is greater. This article is intended for drivers that are away from home terminal.

ARTICLE 7 - PAY ALLOWANCES AND CALCULATING KILOMETERS

7.1 Assigned Service

(a) Pay allowances shall be set up for each scheduled assignment posted by order and notice showing duties and headquarters. The day's work shall be arranged to suit the requirements of the service.

(b)(i) Kilometers shall be calculated from terminal to terminal. The minimum daily allowance for an assignment will be 420 kilometers plus applicable reporting final compensation. An assignment will consist of the terminal to terminal kilometers plus a 11.875 kilometer allowance per unit as described in Article 2 as compensation for reporting time, final time, garage time and loading time. If the layover on that assignment is 8 hours or less, the return portion will be considered part of the same assignment. If the layover is in excess of 8 hours, the return portion will be considered a separate assignment and will be paid a 11.875 kilometer allowance per unit as described in Article 2.

(ii) On scheduled assignments including charters that do not have customer requirements that have layovers in excess of five (5) hours, operators will be provided a room. In instances where layovers are in excess of eight (8) hours, operators will be provided single room accommodation. Layover times will be defined by scheduled arrival and departure times.

(c) Regularly assigned operators, who arrive at their final destination later than fifteen (15) minutes beyond the scheduled arrival time, will be paid overtime on the minute basis for all time after the fifteen (15) minute period. No time will be paid for late arrivals within fifteen (15) minutes of the scheduled arrival time. Overtime entitlement will be based on 50 kilometers per hour (.84 kms per minute).

Operators required for extra work outside of their defined assignment will be paid on a per minute basis for time worked at overtime rate. Overtime entitlement will be based on a 50 kms per hour (.84 kms per minute).

Extra work is:

- Bringing a replacement bus to terminal after assignment, or;
- When travelling beyond the normal end point of your assignment, or;
- Clean/fuel bus prior to or after trip when no spareboard available

Operators will be paid 15 min OT for change offs when not a normal part of bid daily assignment

Example:

A Line Operator is 45 minutes late from his/her scheduled arrival time at the final destination, his/her overtime entitlement is 30 minutes at the overtime rate. (30 min X .84 kms = 25.2 km overtime)

Note: When operating regularly scheduled runs, spare board operators will be paid as line operators including overtime as specified under this article 7.1(c). In instances where overtime is paid to a spare operator under this article 7.1(c), such kilometers will not be included in the eight week guarantee.

(d) All service on regularly assigned rest days will be paid for at overtime rates except when such service is performed by an employee due to moving from one assignment to another, other than at the order of the system. Once spareboard is exhausted, overtime

will be called on a seniority basis. The most senior available operator will be given the first right of refusal for overtime.

(e) The minimum call for service on an assigned employee's rest day or for a call-back after completion of a tour of duty on a regular work day will be 210 kilometers at time and one-half.

7.2 (a) When an operator is called to stand by and his/her services are not utilized, he/she shall be paid from the commencement of his/her stand-by until released with a minimum 210 kilometers. at pro rata (operator's) rate based on four hours of standby availability.

(b) Employees will be advised promptly in writing, with reason, if time claimed is not allowed in full, and when claims for expenses are reduced. In case time is disputed, the time not in dispute will be paid in the current pay period. Time check will be issued upon request for any shortage adjusted.

NOTE: Any schedule that is operated as a regular service will be included, whenever possible, in a regular assigned crew.

ARTICLE 8 - OPERATOR/LABOURER ASSIGNMENT

8.1 Operator/Labourer assignments will be established in consultation with the union.

8.2 Pay rate will be 55 kilometers per hour at Operator/Labourer rate. Operator/Labourers will be paid at overtime rates for all service performed on assigned rest days or outside of their regular assignment.

8.3 Regularly assigned Operator/Labourers who are ready for duty the entire pay period, and do not lay off of their own accord, or are not displaced through the exercise of seniority, will be paid no less than the regular value of their assignments.

8.4 Operator/Labourers who are available for the entire pay period, will be paid a minimum of 4200 kms biweekly, coinciding with normal payroll cycles. During each biweekly period of 14 days, such employees will be entitled to a minimum of 4 rest days, with at least 2 of the rest days to be in succession. Employees not available for work, on their own accord, will be paid for actual work performed during the pay cycle.

8.5 Duties for these assignments will be: driving buses shuttled to terminal, road testing when required and used in emergency or overload service; regular cleaning of buses and garage; testing video equipment; input defects; perform and complete pre-trip inspections when required and other related duties.

Emergency or overload service not considered a second assignment. If beginning shift in garage applicable pay rates/minimums will apply for duties performed. All accumulated earnings in excess of the normal daily pay value for Operator/Labourer assignment will be paid at OT rate. If emergency/overload work in lieu of regular garage assignment, full assignment paid at OT.

ARTICLE 9 - RULES GOVERNING SPARE BOARD OPERATORS

9.1 The System shall maintain spare boards at such points as it may designate and may change, adjust or eliminate same as the necessity of the service requires.

Spareboard assignment for coach movements will be made from the spareboard at the terminal the coach originates from, except after augmenting or completion of a driving assignment ending at an away from home terminal, he or she may deadhead or perform extra service on an existing trip returning to their home terminal.

9.2 Except as otherwise provided, spare operators will be used first-in, first-out, arrival time at terminal or garage, whichever is applicable, to govern. This applies at layover points where multiple spareboard drivers from the same spareboard are located. MTO hours of service regulations will govern. The following procedures will govern spareboard rotation:

- (a)** To be placed back on the spareboard, spare operators will be required to call in and leave a message indicating their name, employee number, time and date of arrival at terminal or garage, whichever is applicable, recording time of call in log book. Spareboard drivers returning to spareboard after vacation, General Holidays (accrued statutory holiday), time off Re; illness/injury or at terminal bid time shall be placed on the spareboard by dispatch at 0001hrs on the effective date returning to spareboard. See LOU Continuation of Wages for Union Representatives.
 - (b)** Spareboard operators who are entitled to compensation for deadheading will add the compensated time to their arrival time prior to booking back on the spareboard.
 - (c)** Calls will be archived for a period of 30 days.
 - (d)** Upon request by the union, the company will furnish a copy of an operator's logbook, the applicable spareboard sign-in sheet and access to the archive for verification purposes.
- 9.3 (a)** Spare board positions and vacancies therein, will be bulletined in accordance with the requirements of the service in the same manner as regular assignments.
- (b)** Left blank intentionally.
 - (c)** A temporary or permanent spare board position will not be established while there is an unfilled vacancy on the board.

9.4 In addition to the regulated number of spare board operators, a list of laid off employees will be maintained.

9.5 When it is necessary to call laid off employees, the senior laid off employee at the location affected will be called first and must report for duty as called unless junior employees are available, at the location, in accordance with the following procedure:

The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if he/she prefers not to return to work, then the next junior person will be approached and so on down the list. The junior person will be required to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be required to work.

9.6 The following conditions will apply to employees assigned by bulletin to spare board.

(a) Such employees will work on the basis of two (2) week periods. They will be guaranteed the equivalent of 4200 kilometers pay (calculated at their normal basic rate) in a two (2) -week period. Employees serving only a portion of a pay period will be paid their proper proportion of the guarantee. For each assignment for which an employee is not available in the guarantee period, the guarantee shall be reduced by greater of first assignment refused during calling hours or 300 kilometers. Operators unavailable due to MTO Hours of service regulations shall not be marked NA or have their guarantee reduced, but shall retain their position in rotation until such time as they meet MTO requirements. Exceptions to NA's – operators keeping themselves available for request charters where the hours of service conflict with the charter, or booked vacation, the Operator will not be penalized with an NA.

(b) Earnings from all service performed shall apply toward making up the guarantee. When such earnings do not produce the equivalent of 4200 kilometers pay in a pay period, extra service may be required of employees in order to complete the guarantee. Such extra service may include keeping garage in a neat and tidy condition or any other duties in connection with this branch of the service that do not interfere with normal spareboard assignments. Drivers called out of rotation for such extra service will maintain spot in rotation while performing this extra service.

(c) When an employee has accumulated the equivalent of 4200 kilometers pay or more in an two (2) week pay period, he/she may be relieved of further duty within that period. He/she will, however, be given the option of performing extra work up to 4750 kilometers prior to non-spareboard operators being called for these duties. An employee who elects to perform extra work up to 4750 kilometers will be used in his/her turn provided that, if such use will result in an accumulation of more than 80 kilometers in excess of 4750 kilometers the company may use another operator in his/her stead. An employee who has accumulated 4200 or more in his/her guarantee period will have the option of being relieved of further duty for the balance of that period provided that other drivers are available at straight time rates.

In addition to the foregoing, in order to allow the company to schedule drivers for tours or charters, employees may be released from duty at any time during the pay period for not less than 36 hours.. An employee's guarantee will not be reduced as a result of being released under this provision.

(d) Employees will be paid overtime for all time actually worked in excess of 4750 kilometers in a pay period. The only instance in which the 4750 kilometer figure will be prorated for overtime calculations is when a regular spareboard employee bids on and is appointed to a permanent position or temporary vacancy in which case the 4750 kilometers will be prorated in the same proportion as the guarantee kilometers for the portion of the guarantee period worked by the employee on the spareboard.

9.7 Spare operators will be called by telephone when they are required for duty. Daily calling hours will commence 1000 to 1400 hours and once established the designated hours will not be changed without 48 hours notice. Should problems be encountered in the administration of this arrangement, such problems will be resolved between the Operations Manager and the Local Chairperson.

(a) Calling Procedure:

1. Spareboard Operators
2. Available assigned operators in seniority order who can complete the assignment without missing their next regular assigned shift and can guarantee he/she will meet MTO rest requirements.

In applying this Article, service will be allotted in accordance with Article 10.3.

Note: all operators will be called for assignments on both home and company cell phone.

(b) Operators once signing onto spareboard from assignment, in excess of 420 actual driven km's, may at their option book 9 hours rest without affecting their guarantee. They must declare they are booking 9 hours rest when booking in under art 9.2(a) immediately following the return to their home terminal. They will then be removed from the spareboard at sign on time and replaced back on the spareboard 9 hours later by dispatch.

9.8 Operators who cannot be contacted personally when called during normal calling hours shall be moved to the bottom of the calling list.

9.9 Operators who cannot be contacted when called outside of normal calling hours will lose the turn called for but will retain their regular turn out. Operators contacted outside of established calling hours that accept call in shall be removed from the board and must sign in rotation after completion of assignment.

9.10 The company will co-operate with operators and, upon request, will furnish them with information as to their standing on the board and probable vacancies.

9.11 On occasion the System may require spareboard operators from one terminal to augment a spareboard at another terminal in such cases spareboard operators will fall into regular rotation on the board they are augmenting. On non-service days, when augmenting, the minimum 420 kilometer day will be paid.

9.12 Operators selected for extended charters and tours will, if possible, be given 5 calendar days notice of such assignments.

9.13 . The minimum call-back after completion of a tour of duty on a spareboard employees work day will be 210 kilometers at time and one-half.

9.14 Spareboard operators reporting for duty erroneously assigned (2 drivers same trip, charter wrong day etc) shall be paid four hours at applicable rate km and return to spareboard as per article 9.2 (sign back on at the end of the list).

9.15 Spareboard operators may use up to seven (7) banked stats annually at Operator's discretion under the following guidelines.

(a) Only one spareboard operator off at a time system wide.

(b) Stats booked on a first come first served basis, if no other spareboard operator booked on requested day, approval automatic. Exceptions to be automatic approval are long weekends where requests will not be unreasonably denied.

(c) Must be booked a minimum 24 hours in advance.

(d) Spareboard operator assigned to work running into pre-booked stat, will be bypassed when other spareboard operator is available. Otherwise spareboard operator must choose between cancelling stat and accepting assignment, or will take NA having guarantee reduced by value of work offered.

9.16 Minimum call for garage service will be equal to four (4) hours at applicable rate, over four (4) hours will be paid at actual time worked at applicable rate.

ARTICLE 10 - SPECIAL TRIPS AND CHARTERED BUSES

10.1 (a)For special trips or charters which return to the garage or headquarters the same day, operators will be paid 60 km/hr from first on duty time to end of day sign off time with a minimum day of eight (8) hours (480 km)

(b) For special trips or charters, not returning the same day, operators will be paid as follows:

- i. On traveling days Operators will be paid 60 km/hr from first on duty time to end of day sign off time with a minimum day of eight (8) hours (480 kms).

- ii. On days where only intermittent service is required, operators will be compensated at a flat rate of 11.5 hours per day.
- iii. On non service charter days, the minimum seven (7) hours 420 kilometer day will be paid.

(c) Charter Operators will report (first on duty time) at garage and pick up location prior to departure time as indicated on charter advice.

10.2 On charter assignments, operators will be allowed reasonable actual expenses for sleeping accommodations and travel expenses on production of receipts, and meal allowances as per Article 11.

10.3 The right is reserved by management to select available Spareboard Motor Coach Operators without regard to seniority for special duties or for chartered buses. If a customer requests a specific driver (s) for charter work or requests not to have a specific driver (s), the request will be furnished in writing by the customer. A copy will be kept on file in the Driver Supervisor's office and will be furnished to the driver or local committee upon reasonable request.

ARTICLE 11 - EXPENSE ALLOWANCES

11.1 When regular Motor Coach Operators are taken off their regular turns and sent away from headquarters to do relief work, or on account of additional temporary service, they shall be allowed actual reasonable expenses on production of receipts.

11.2 Spare operators, when away from their headquarters by order of the system, shall be allowed actual reasonable expenses on production of receipts.

11.3 Effective upon ratification, Operators on duty and away from home terminal, after six hours of on duty time will be allowed a meal allowance of \$12.00. For each additional four hours of on duty time, the operator will be allowed an additional meal allowance of \$12.00. The maximum number of meals in a calendar day will be four.

After the first day, an operator away from home and not returning to his/her terminal on the same day, will be entitled to a minimum of three (3) meals.

When returning to home terminal from an overnight away, an initial meal allowance will be paid, and after (6) six hours, (10) ten hours, and (14) fourteen hours of on duty time an additional meal allowance will be paid.

11.4 An operator assigned to vacation relief assignment under Article 14.3, when working away from the bulletined headquarters location, will be allowed actual reasonable expenses on production of receipts.

11.5 Where an automobile mileage allowance is paid, the Company's policy will apply; refer to Company policy for details.

Current Applicable Rates

First 4,000 km per calendar year	\$.41/km
4,001 to 10,700 km	\$.36/km
10,701 to 24,000	\$.30/km
Over 24,000 km	\$.25/km

ARTICLE 12 DEADHEADING

12.1 Operators required to deadhead, by driving an empty bus, shall be paid actual kilometers driven at the rate of 85% of the Line Service Rate plus an additional 15 km for prep and final time.

12.2 Operators required to deadhead and required to stay overnight, in excess of eight (8) hours, away from home terminal, will be paid 85% of the Line Service Rate for actual kilometers driven with a minimum of 192 kilometers. No allowance will be paid when deadheading as a result of seniority rules.

12.3 Operators required to ride the cushion, will be paid a rate of 50 percent of the line service kilometer rate. No allowance will be paid when cushioning as a result of seniority rules.

ARTICLE 13 - OFF DUTY ON SYSTEM'S BUSINESS OR CALLED AS A WITNESS BY THE COMMISSION

13.1 Employees held off duty on order of the management will be paid schedule rates for the time lost and reasonable expenses if away from home.

13.2 Employees called as witnesses in court by the Commission or before a coroner's inquest, will be allowed a minimum day's pay for each 24 hours or portion thereof detained from duty. Employees assigned to regular runs so held will receive not less than their regular rate for the time lost. Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and travelling allowance will be assigned to the Commission in cases in which pay is allowed.

13.3 Should the court witness fees be greater than the allowance under this schedule, the employee will receive the full amount allowed by the court.

ARTICLE 13A - JURY DUTY

13A.1 An employee summoned for jury duty and who is required to lose time from his/her assignment as a result thereof shall be paid for actual time lost less the amount allowed him/her for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations.

13A.2 Deleted

13A.3 An employee must furnish the company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

13A.4 The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

13A.5 No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his/her vacation because he/she is called for jury duty.

ARTICLE 14 BULLETINING ASSIGNMENTS

14.1 (a) All assignments will be declared vacant and bulletined within each terminal on the first Monday in April of each year and will be effective at the beginning of the first pay period in May, in addition, assignments will be bulletined to the System on the first Monday in October and will be effective at the beginning of the first pay period in November. Effective dates will be specified on the bulletins. Bulletins issued in accordance with this clause will be posted for a period of ten days.

(b) Each employee will be assigned by bulletin an individual preset time and date to bid, during which they may call in or show up to bid or submit written bids which will be opened at their bid time. If any employee has not submitted a bid at their designated bid time the Chairperson of the TCRC shall be notified. Employees missing their bid time shall be permitted to bid after their bid time, however only for remaining positions at the time they call or show up to bid.

NOTE:

(c) With respect to major system and in terminal bids, namely: May and November bids, the following will apply:

- i. Regarding the May bid, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list.
- ii. Regarding November bids, all drivers will be required to protect their working rights by bidding for at least as many positions as required to match their position on the seniority list, commencing with and including all driving positions in their home terminals, prior to bidding any position at an away from home terminal.
- iii. Failure to comply with the above noted instructions may result in not having a position on the effective date of the bulletin, excepting situations governed by specific articles and clauses contained in the Collective Agreement.
- iv. Drivers who are off work on WI, WSIB, or LOA on the day bids close will not be entitled to bid, and must bump in when returning to active duty.

14.2 All new assignments and permanent vacancies will be bulletined to the System for a period of five days.

14.3 Vacation Relief for Spareboard Operators:

1. All vacation relief of two (2) days or more will be posted to spareboard drivers a minimum of four (4) days in advance of first day of vacation relief.
2. Bulletins will close at 11:00 am two (2) days prior to the first day of the vacation relief.
3. Spareboard Operators will be granted the regular days off of the vacation relief that fall in between the regular working days only and if offered additional work on those days can refuse without penalty.
4. Once the rotational spareboard is exhausted, all Spareboard Operators on vacation relief will be called in seniority order and offered the additional work at straight time.
5. Earnings from all other service performed shall apply towards making up the guarantee as per Article 9.6 of the collective agreement.
6. When vacation relief is not known sufficiently in advance to post for four (4) days dispatch will conduct a phone bid contacting all available in terminal spareboard operators. Written copy of conducted phone bid must be included in dispatch report.

14.4 (a) Temporary vacancies of more than 4 working days will be bulletined to the System for a period of 48 hours. Temporary vacancies of unknown duration will also be bulletined to the System for 48 hours and, if possible to do so, will take effect on the 3rd day.

(b) The preceding paragraph does not apply to vacancies caused by employees being absent on vacation. Such vacancies will not be bulletined. At points where spareboards are maintained vacation vacancies will be protected from the spareboard as per Article 14.3 or; in the event that no applications are received for bulletins under Article 14.3, vacancies will be filled on a daily basis from the spareboard in normal rotation. At other locations, vacation relief will be provided from the spareboard normally providing relief to the location in question; also in normal rotation, but subject to Article 9.6(c). The operator sent out to perform the vacation relief at outlying points will remain on the vacancy for the duration of the vacation period except when said operator accumulates kilometers in excess of 19,000 kilometers, he/she may then be relieved of that assignment. Relief for accumulated general holidays taken in conjunction with vacation will also be provided in accordance with this Clause (b).

(c) An employee occupying a temporary vacancy/position, once advised that temporary work is completed shall be entitled to displace a junior employee occupying a temporary vacancy/position provided he/she does so within 24 hours of notification or return to his/her former assignment. If he/she did not hold an assignment then that employee will revert to the laid off list.

(d) An operator appointed to fill a vacancy which he/she has bid in, will not have the right to bid in a position he/she has vacated when it is advertised as a result of his/her leaving such.

(e) Spareboard employees successfully bidding temporary vacancies will be called in seniority order for any available overtime.

14.5 Merit and ability being sufficient, senior applicants will be given preference in making appointments.

14.6 In the application of this article, starting and finishing times of regular assignments may be changed one hour or less with a minimum of 24 hours notice to the operator. It is understood and agreed that revisions or subsequent revisions will not result in changes to the starting or finishing time that changes the original bulletined time by more than one hour. Additionally, the kilometers associated to a regular assignment may be changed by 48 kilometers or less. The operator will not be paid less than his/her bulletined assignment, however if the regular assignment is increased the operator will be paid the additional kilometers. In both instances, assignments will not have to be rebulletined.

ARTICLE 15 - DISPLACEMENT RIGHTS

15.1 An employee whose permanent position is abolished, or who is displaced from a permanent position, shall be entitled to displace a junior employee in the system provided he/she does so within 48 hours of effective time of abolishment or displacement or go on the laid off list.

15.2 An employee required to displace to another terminal must, seniority permitting, return to his/her former terminal at the next in-terminal bid. Prior to the next in-terminal bid the employee must bid on all bulletined new permanent assignments and permanent vacancies at his/her home terminal except positions of operator/labourer.

15.3 When a permanent position is abolished and then re- established before the next system or terminal bid, the employee initially affected and those displaced as a result thereof will revert back to their former positions.

15.4 Any employee senior to appointed applicant on any posted bulletin, permanent, temporary, or Article 14.3 spareboard vacation relief, who has not had opportunity to view posting while it was posted due to absence from posting location for any reason, example: WSIB, WI, vacation, sick days, extended Charter, regular days off, or any combination thereof, may at his/her option displace a junior appointed applicant, providing they do so within 24 hours of their first report time upon returning to posting location.

ARTICLE 16 - SENIORITY LISTS

16.1 Seniority lists will be posted on January 1st of each year at all headquarters and garages showing names of employees, date employed and seniority standing. An employee who considers his seniority standing incorrectly shown must protest in writing within 90 days. Thereafter no action will be taken. The standing of any employee who is absent on proper leave will not be affected by this rule.

16.2 The company will arrange to furnish copies of seniority lists to both the local committee and the General Chairman of the union.

16.3 Effective the date of signing of this agreement, employees accepting a non-scheduled, official or excluded permanent position shall have his/her seniority temporarily suspended until such time as he/she returns to the bargaining unit. In such event, only the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority. If released from such official or excepted position, the employee must, within 14 days of such release, displace the junior employee or exercise seniority to a vacancy at his/her home terminal. If he/she fails to do so, he/she shall forfeit his/her seniority. The Local Chairperson shall be advised.

Employees working on a temporary non-scheduled, official or excluded position will have their seniority suspended immediately upon reaching 180 cumulative days of service. Time worked on a permanent, non-scheduled, or official or excluded position on relief due to vacation or illness, will be excluded from the 180 days computation.

Retention on the seniority list in any capacity is subject to the employee paying the equivalent of full Union dues, and failure to pay such dues will result in removal from the seniority list.

This clause may be waived by the Union for the duration an employee is accommodated into a management position.

16.4 An employee who has been laid off and has not been recalled for service for a period of two years will be removed from the seniority list.

16.5 Bus Operators actively employed with the Company shall not provide professional driving services for a Company in direct competition with Ontario Northland, unless Company approval is otherwise granted.

16.6 New employees shall establish seniority date upon their first day in training. If two or more new employees start on the same date, seniority will be established by seniority draw conducted by union officers. If two or more new employees start on the same date and one employee is a current Ontario Northland employee, priority will be given to him/her in establishing seniority.

ARTICLE 17 - PROBATIONARY PERIOD

17.1 When employees are engaged as Motor Coach Operators, off training and in active duty, they shall be on probation for the greater of the first six (6) months or 60 passenger driving assignment and if they do not show aptitude for the work, may be released at any time within that limit without constituting a cause for grievance.

ARTICLE 18 - UNIFORMS

18.1 When operators are required to wear uniforms they will be supplied by the system. New operators will be supplied temporary uniforms within a reasonable period after entering the service until their probationary period has been completed. The cost of cleaning of uniforms will be borne by the company.

18.2 The standard issue for uniforms shall be as follows:

- Four pairs of pants
- One solid soft shell jacket
- One spring vest
- One parka
- One toque
- Four shirts uniform or polo
-
- Two pairs work gloves with replacements as required
- One pair of tinted safety glasses annually
- Every three (3) years reimbursement for polarized sunglasses up to a maximum of \$150.00.

Operators may substitute pants for uniform shirts/polos and vice versa as required.

Regularly assigned operator/labourers and regular spareboard operators may substitute pants and uniform shirts for work pants and work shirts.

18.3 Operators are required to submit measurements to the Supervisor when applying for replacements. Where an employee is required to secure his/her measurements from a tailor, any charge therefore will be borne by the system.

18.4 All items of equipment supplied by the system will remain the property of the system.

ARTICLE 19 - SLEEPING ACCOMMODATIONS AWAY FROM HEADQUARTERS

19.1 On regular assignments when operators are required to remain away from headquarters overnight, suitable accommodation will be provided by the System.

ARTICLE 20 - LIFE INSURANCE UPON RETIREMENT

20.1 An employee who retires from the service with an Ontario Northland pension will be entitled to a death benefit of \$7,000. If retirement on company pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the \$7,000 death

benefit will be provided at age 65. The application of this Article is conditional on the employee having 10 years of pensionable service.

ARTICLE 21 - SERVICE PAPERS

21.1 When an employee is discharged or resigns, he/she will be paid within 10 working days and, on request will be furnished with a certificate of service.

ARTICLE 22 - SICK LEAVE - RETURN FROM

22.1 An employee on sick leave for 3 days or more must furnish on request a certificate of physical fitness to resume duty, cost to be paid by the Company.

ARTICLE 23 - INVESTIGATION AND DISCIPLINE

23.1 No employee will be disciplined or dismissed until the charges against him/her have been investigated; the investigation to be presided over by the employee's superior officers. He/she may, however, be held out of service with pay pending investigation and will be notified of the charges against him/her. Operators in assigned service will be compensated for trips lost and spareboard operators will be compensated at the minimum day for each day held. He/she will be given at least two day's notice of the investigation. This shall not be construed to mean that the proper officer of the company, who may be on the premises when the cause of investigation occurs, shall be prevented from making an immediate investigation.

23.2 He/she may select a fellow employee to appear with him/her at the investigation and he/she and such fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on his/her responsibility, questions and answers to be recorded. He/she will be furnished with a copy of his/her statement taken at the investigation.

23.3 A decision will be rendered within 28 days from the date investigation is held, and if not satisfied with the decision he/she will have the right to appeal in accordance with the grievance procedure.

23.4 On request, the General Chairman or Local Chairman will be shown all evidence in the case.

23.5 In case the discipline or dismissal is found to be unjust, the employee will be exonerated, reinstated if dismissed, and paid a minimum day for each 24 hours of time held out of service at schedule rates for the class of service in which he/she was last employed.

23.6 When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.

23.7 It is understood that the investigation will be held as quickly as possible and the layover time will be used as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissible offences.

ARTICLE 24 - RECALL OF LAID OFF EMPLOYEES

24.1 (a) A Motor Coach Operator who is laid off shall be given preference of re-employment when staff is increased or when a permanent vacancy exist and shall be returned to the service in order of seniority.

(b) The company will call laid off employees in order of seniority. If the senior person cannot be contacted or is working elsewhere, or if he/she prefers not to return to work, then the next junior person will be approached and so on down the list. The junior person will be required to go unless such junior person is working elsewhere at the time, then the company will go back up the list and the junior person not working elsewhere will be required to work.

24.2 A laid off operator who desires to return to service when work is available for him/her, must keep the proper officer informed of his/her address in order that he/she may be readily located.

24.3 A laid off operator who is employed elsewhere at the time he/she is recalled to duty may, without loss of seniority, be allowed ninety days in which to report providing:

- (a) that it is definitely known that the duration of the work will not exceed ninety days
- (b) that other laid off operators are available
- (c) that written application is made to his/her superior officer immediately on receipt of notification to resume duty.

24.4 A laid off operator who:

- (a) Fails to report for duty, or
- (b) Fails to give satisfactory reasons for not doing so,

within fifteen (15) days of date of notification shall forfeit his/her seniority rights and his/her name shall be struck off the seniority list.

The most junior available operator will be required to accept the recall and failing to report within 15 days from receiving notification shall forfeit his/her seniority rights and his/her name will be struck off the seniority list.

24.5 Notice of recall to duty will be by personal notification and will be immediately confirmed in writing using the appropriate mailing system. The time limits contained in Article 24.4 commence on receipt of personal notice.

ARTICLE 25 - TRANSPORTATION PRIVILEGES

25.1 Operators will be granted transportation of their household effects and passes or reduced rates and leave of absence, in accordance with general regulations of the company, as established from time to time.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 An employee who has not less than three (3) months of cumulative compensated service shall:

(i) Upon the death of his/her spouse, child or parent be entitled to five consecutive calendar days bereavement leave.

(ii) Upon the death of his/her grandparent, grandchild, step-parent, mother/father-in-law, son/daughter in law, brother, or sister, step-brother/sister, or brother/sister-in-law be entitled to three consecutive calendar days bereavement leave.

(iii) An employee will be compensated for actual time lost exclusive of overtime within such three or five calendar days.

(iv) An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

ARTICLE 27 - HEALTH AND WELFARE

27.1 The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing supplementary agreement.

27.2 Employees retiring from the service with Ontario Northland prior to age 65 will have their life insurance, dental plan and extended health care plan excluding out of province coverage continued until they attain the age of 65 provided they:

(i) retire under the disability pension provisions of the Ontario Northland Contributory Pension Plan, or,

(ii) retire under other pension regulation options and have a minimum of 15 years of pensionable service.

27.3 Same Sex Coverage

Effective the first of the month following ratification, bereavement leave, dental and extended health care coverage will be extended to individuals of the same sex who are in a spousal relationship with an employee.

ARTICLE 28 - GENERAL HOLIDAYS

28.1 An employee who qualifies in accordance with Article 28.2 shall be granted a holiday with pay on the following general holidays:

New Year's Day	Civic Holiday (in August)
Day After New Year's Day*	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Boxing Day	

* If the Government of Canada designates "Heritage Day" or such other day as a general holiday, the day so observed by the Government shall be substituted for this holiday.

28.2 In order to qualify for pay on any one of the holidays specified in Article 28.1, an employee shall have completed thirty days of continuous employee relationship and in addition:

- (a)** shall commence an assignment on the general holiday; or
- (b)** shall be entitled to wages for at least six assignments during the thirty calendar days immediately preceding the general holiday; and
- (c)** unless cancelled, shall be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days.

This Clause (c) shall not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday or who is in receipt of, or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

28.3 A qualified employee whose vacation period coincides with a General Holiday specified in Article 28.1 shall be paid the amount specified for his classification in Article 28.5(a).

28.4 An employee who does not qualify under Article 28.2 with respect to pay for a General Holiday and who is required by the company to work on that day shall be paid in accordance with the provisions of the wage agreement.

28.5 (a) An employee qualified under Article 28.2 and who is not required to work on a General Holiday shall be paid in accordance with the following:

- (i)** An assigned employee will be paid the wages he/she would have earned at his/her normal rate of pay for his/her normal hours of work, exclusive of overtime.
- (ii)** A spareboard or extra employee will be paid 420 kilometers at his/her operator's rate of pay.

(b) An employee qualified under Article 28.2 and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Article 28.5(a) at a rate equal to one and one-half times his/her regular rate of wages for the assignment(s) worked by him/her on that holiday. When more than one assignment is worked by an employee on a General Holiday, the provisions of this Clause (i) shall apply to the first assignment only.

28.6 General Holiday pay earned on a general holiday may be paid at the employee's discretion as follows:

1. In the applicable pay period in which the general holiday(s) occur.
2. Accrued for later payment which may be taken as a day off with pay in conjunction with the employee's annual vacation art 29 note #3 seniority district limitations to apply or may be taken as a day off with pay, subject to the requirements of service and at no additional cost to the company.—Employees must make his or her requests in writing to the proper officer of the company for approval prior to taking time off.
3. May be paid out at a later date (with no time off, and no effect on guarantee), at the employees request. However, accrued general holiday pay must be used in the year accumulated and those not used prior to December 15th will be paid out at the rate earned.

28.7 Assignments commencing between midnight and 2359 both inclusive on the General Holidays specified in Article 28.1 shall be considered as work on that holiday.

28.8 For the purpose of this Article 28, deadheading for which compensation is paid shall be deemed to be an assignment worked.

28.9 Holiday payments made under this Article will not result in a duplicate payment as a result of the application of guarantees.

28.10 The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

ARTICLE 29 - VACATIONS WITH PAY

Section 1

1. (a) An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this section.

(b) Subject to the provisions of Clause (c) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.

(c) An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she has rendered compensated service in 60 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacations granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70 calendar months calculated from the date of entering service shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this section.

(e) An employee covered by Clause (d) hereof will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent anniversary date he/she has rendered compensated service in 80 months; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this section.

(g) An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she has rendered compensated service in 160 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(h) Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 8 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

(i) An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she has rendered compensated service in 260 calendar months, otherwise his vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(j) In computing service under Clauses (a) to (j) inclusive of this Section 1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

Section 2

2. (a) Subject to the provision of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of his/her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided for in Section 1, for any vacation due him/her up to the time of termination of his/her service.

(b) An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

(c) An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will be subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

(d) In the event of death of an employee, vacation pay to which he/she is entitled up to the time of his/her death will be paid to the estate of the deceased.

(e) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

(f) Time off duty because of lay-off, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Section 1.

Section 3

3. (a) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

(b) Employees entitled to vacation with pay in any year must make application for same in accordance with and on dates and times specified on posted bid. Bids for vacation will be posted within 7 days of completion of article 14 bi-annual bid closing. First bid will be for Jan 1st to May 30th, second bid for June 1st-Dec 31st. Employees may call in to bid or bid in person at posted bid time, submitted written bids will be opened at individuals bid time.

(c) An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the company and the local chairman of the union.

(d) An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

(e) An employee who is entitled to vacation shall take same at the time scheduled. However, if the company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this Section, he/she shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his/her originally scheduled vacation period on which he/she performs service or is available for service, one-seventh of one percent of the

employee's gross wages during the preceding calendar year: payable during the period of his/her rescheduled vacation dates.

The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

(f) Employees desiring an advance payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

(g) When relief men/women are deadheading on account of vacation with pay, they will be paid deadheading when going out but not when coming back.

Note 1

Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive, employees entitled to vacation of up to four weeks may take his/her vacation in up to four portions, none of which will be less than 5 days. Employees with 5 or more week's entitlement may have one portion for each week of entitlement none of which will be less than 5 days. Two portions of split vacation will be allotted during June, July or August This will not be interpreted to prevent an employee from taking all his vacation at one time.

Note 2

Seven calendar days to be considered one week.

Note 3

Beginning in the 2004 vacation year the concept of (2) two seniority districts for the purpose of assigning vacations will be used.

Seniority District 1: includes North Bay North/South and Sudbury district.

Seniority District 2: includes Timmins/Cochrane District.

The driver's terminal established in the system bids will govern his/her vacation seniority district for the following year.

Note 4

An employee with time off duty because of layoff, illness/injury (STD, LTD & WSIB), or authorized leave shall at their discretion, be allowed to prorate their vacation in

accordance with Article 29 Section 1, or take their maximum entitlement. Such employees shall notify the proper officer of the Company of their intentions by the first date of vacation submission.

ARTICLE 30 - ADVERSE EFFECTS OF CHANGES IN HOME TERMINALS

30.1 (a) Prior to the introduction of changes in home terminals initiated solely by the System involving significantly adverse effects upon employees, the System will give at least three months' advance notice to the union of any such proposed change with a full description thereof along with details as to the anticipated changes in working conditions.

(b) The company will negotiate with the union, measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.

(c) While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause (b) above may include the following:

1. appropriate timing
2. appropriate phasing
3. hours on duty
4. equalization of miles
5. work distribution
6. adequate accommodation
7. bulletining
8. seniority arrangements
9. lay-off benefits
10. severance pay
11. maintenance of basic rates
12. deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

(d) The negotiations referred to in Clause (b) above shall be conducted between the President (or his/her delegate) and the General Chairman and shall commence within 20 days of the date of the notice specified in Clause (a) above. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within seven days of the cessation of negotiations, be referred for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue or Issues, remaining in dispute together with a copy of the notices served by the company on the union under Section 1(a) hereof and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the arbitrator as provided in Clause (e) below.

(e) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his/her decision together with reasons therefore in writing within 15 days of the completion of the hearing.

(f) Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement, or upon request of the arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

(g) The decision of the arbitrator shall be confined to the issue or issues placed before him/her which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

(h) The company and the union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

(i) The appointment of the arbitrator referred to in Clause (e) above may be revoked at any time by either party upon 60 days' written notice to the other and replaced by mutual agreement between the parties.

(j) In the event either party serves notice as provided in Clause (i) above, or the permanent arbitrator serves notice on the parties of his/her intention to terminate his appointment and there are disputes requiring final determination during a period of which there is no permanent arbitrator the parties will, within 27 days of cessation of negotiations, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.

(k) Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the arbitrator.

(l) This rule does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

(m) A dispute concerning the applicability of this rule to a change in working conditions will be processed as a grievance by the General Chairman direct to the President, and must be presented within 60 days from the date of the cause of the grievance.

30.2 (a) Relocation Expenses

The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(b) Eligibility

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

An employee:

1. Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:

21 days if in assigned service
30 days if in spare board service)

2. Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this section.

3. Must establish that it is impractical for him/her to commute daily to new location.

(c) Relocation Benefits

1. Payment of door-to-door moving expenses for the eligible employee's household goods and his/her automobile, including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the company.

2. An allowance of up to \$550. for incidental expenses actually incurred as a result of relocation.

3. Reasonable transportation expenses from his/her former location to his/her new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$140.

for an employee without dependents and an additional amount of \$55. will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this subparagraph, a spouse will be considered as a dependent.

4. Upon authorization, an employee may drive his/her automobile to his/her new location at the current allowance per kilometer.

5. Up to four working days to seek accommodation in his new location with a basic day's pay for each such day at the rate applicable to the service last performed.

6. (a) Reimbursement for loss sustained on the sale of a relocating employee's private home which he/she occupied as a year-round residence, provided that the company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix A-1 plus any real estate agent and legal fees and the amount established as the selling price in the deed of sale.

(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix A-1 of this Article.

(c) An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this Item 6 must advise the company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within 12 months of the final determination of value.

(d) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of \$4,400. Receipts shall be required.

7. If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$120. which will be payable, so long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this clause may elect within such 12 month period to move his/her household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

8. Alternatively to (6), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he/she occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent

in order to terminate a lease, such additional amount will be paid providing the employee first secures the company's approval to pay in excess of three months' rent.

30.3 Early Retirement Allowance

An employee whose position is abolished by a change made under the provisions of Section 1(a) of this Article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

1. An allowance of \$60. per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he/she would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;
OR

2. A lump sum payment calculated as follows:

Lump sum equivalent to the total value of monthly allowances he could have received under this provision

Age at Retirement

55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this Article 30.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

30.4 The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

30.5 Material changes in working conditions provisions are intended to assist employees affected by any technological change and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply.

APPENDIX A-1

APPRAISAL PROCEDURE

When an affected employee desires to sell his/her home under the provisions of Section 2(c)(6) of this Rule, of which this Appendix A-1 forms part, the following procedure will apply:

- (a) In advising the company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his/her desire to make a claim, the company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Section 2(c) 6(a) of this Rule.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A-1.
- (e) If such joint conference does not resolve the matter then within five days from the date of the final joint conference, arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Rule and such price shall be binding on both parties.
- (f) The employee and company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A-1, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the company.

PARTICULARS OF HOUSE TO BE SOLD

Name of Owner _____

Address
No. Street City-Town

Type of House i.e. Cottage
Bungalow
Split Level

Year Built: _____

No. of Rooms: _____ Bathrooms: _____

Type of Construction:

(i.e., Brick veneer, stucco, clapboard) _____

Finished Basement: Yes ___ No ___

Type of Heating:

(i.e., oil, coal, gas, electricity) _____

Garage: Yes _____ No _____

Size of Lot _____

Fair Market Value: \$ _____

Other Comments:

Date _____

Signature _____

ARTICLE 31 - PURCHASE OR SALE OF BUS OPERATIONS

31.1 In the event that the System purchases all or a part of another bus operation, or sells all or part of its existing bus operation, discussions will be held between the two

parties to the purchase or sale and representatives of the labour organizations concerned to consider the effects on the employees of both companies.

ARTICLE 32 - TRUCK AND TRANSPORT OPERATIONS

32.1 Should the System originate such operations, Motor Coach Operators, holding seniority as such under this agreement, will be permitted to exercise their seniority in this branch of the service.

ARTICLE 33 - MANNING OF SYSTEM VEHICLES

33.1 All motor coach vehicles owned or operated by the System, while in Ontario Northland service (regular, charter, extra, or additional service) will be manned by employees holding seniority rights under the terms of this agreement. However, this is not intended to preclude the use of leased equipment with driver for a single trip in an emergent situation when System Bus Operators and/or equipment is not readily available.

ARTICLE 34 -CHECK OFF OF UNION DUES

34.1 The System shall deduct on the payroll for the last pay period of each month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equal to the uniform union dues of the Teamsters Canada Rail Conference, subject to the conditions and exceptions set forth hereunder.

34.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the organization in accordance with its constitutional provisions. The provisions of this rule shall be applicable to the organization on receipt by the System of notice in writing from such organization of the amount of regular monthly dues.

34.3 Delete

34.4 Membership shall be available to any employee eligible under the constitution of the organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion.

34.5 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of 30 calendar days after date of first service.

34.6 If the wages of any employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the System in such month. The System shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

34.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the organization holding the agreement under which the preponderance of their time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.

34.8 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the System, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

34.9 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the System to the local treasurer of the organization not later than 40 calendar days following the pay period in which the deductions are made.

34.10 The System shall not be responsible financially or otherwise, either to the organization or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from any employee's wages, the System shall adjust it directly with the employee. In the event of any mistake by the System in the amount of its remittance to the organization, the System shall adjust the amount in a subsequent remittance. The System's liability for any and all amounts deducted pursuant to the provisions of this rule shall terminate at the time it remits the amounts payable to the treasurer of the local organization.

34.11 The question of what compensation, if any, shall be paid the company by the union in recognition of services performed under this rule shall be subject to reconsideration at the request of either party on fifteen days' notice in writing.

34.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the System pursuant to the first paragraph of this agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the organization, counsel fees are incurred these shall be borne by the organization. Save as aforesaid the organization jointly and severally, shall indemnify and save harmless the System from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

ARTICLE 35 - FINAL SETTLEMENT OF DISPUTES

35.1 All differences between the parties to this agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration for final settlement without stoppage of work.

35.2 Request for arbitration must be made in writing within 60 days following the date decision is rendered at the final step of the grievance procedure.

ARTICLE 36 - GRIEVANCE PROCEDURES

36.1 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal by an employee who believes that he/she has been unjustly disciplined shall be processed in the following manner:

Step 1

Within 28 calendar days from the date of cause of grievance the employee and/or the Local Chairman may present the grievance orally or in writing to the immediate supervisor, who will give a decision as soon as possible but in any case within 28 calendar days on receipt of grievance. If the grievance is presented in writing the decision will also be given in writing.

Step 2

Within 28 calendar days of receiving the decision under Step 1, the Local Chairman or the General Chairman may appeal the decision in writing to the Director Motor Coach Services whose decision will be rendered in writing within 28 calendar days of receiving the appeal.

The appeal shall include a written statement of the grievance as it concerns the interpretation of alleged violation of the agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the union's contention as to why the discipline should be reduced or removed.

Step 3

Within 28 calendar days of receiving the decision under Step 2 the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

36.2 A grievance or appeal which is not settled at the President's level may be progressed for final settlement to the Canadian Railway Office of Arbitration.

36.3 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 90 calendar days prior to the date that such grievance was submitted at Step 1 of the grievance procedure.

36.4 Any grievance not progressed within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the company within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

36.5 The time limits specified in this Article may be extended by mutual agreement.

ARTICLE 37 - FRINGE BENEFITS

37.1 The company shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing Supplemental Agreement and provide each member with detailed complete booklet outlining all coverage.

ARTICLE 38 - UNION-MANAGEMENT CONSULTATION

38.1 A Union-Management consultation committee will be formed, comprised of not more than three members from each party, to provide a channel of ongoing communication for the discussion of matters of mutual concern. Such matters will include employee suggestions with respect to future business, charter trips, assignments and tours.

ARTICLE 39 NEGOTIATIONS DURING CLOSED PERIOD

39.1 The Union's General Chairperson and the Director, Passenger Services shall confer promptly upon notice from either party to the other with respect to any questions which may arise regarding the interpretation or application of this agreement.

Should either the Union or the Company desire to revise an article or articles during the closed period of the agreement, a written statement containing the proposed change (s) shall be given and a conference held within thirty days (30) from receipt of such notice. Should agreement on the proposed changes not be settled by mutual agreement during the term of the collective agreement, such changes may be progressed during the next open period of the agreement.

ARTICLE 40 SICK LEAVE

40.1 Effective January 1, 2004, an employee who has not less than six months of cumulative compensated service shall be entitled to a maximum of two (2) days sick leave between January 1 and November 30 each year.

40.2 An employee will be compensated 420 kilometers at the kilometer rate of pay for the service missed.

40.3 Sick leave not used by December 15 will be paid out as per article 40.2.

ARTICLE 41 RULES GOVERNING DISPATCHER/RELIEF DISPATCHER POSITIONS

41(a) The following positions will be filled by qualified Motor Coach Operators holding seniority under Collective Agreement 11:

Dispatcher
Relief Dispatcher

- (b)** Opportunities for Dispatcher training will be advertised in accordance with Article 14.2 - Agreement #11.
- (c)** Selection will be made in accordance with Article 14.5 - Agreement #11 and training will be provided.
- (d)** New applicants to permanent dispatch position who, after sufficient training, are unsuccessful in qualifying for the position or wish to vacate the position may do so within three calendar months following completion of training, (3 month probationary period) will be able to exercise their operator's seniority. Local chairperson of TCRC will be consulted in these circumstances.
- (e)** Three Relief Dispatcher positions will be bid as per Article 14.1 (a) for the purpose of relieving the regular Dispatcher from their crew when required, with an understanding that the "senior may, junior must" principle will apply.
- (f)** All assignments will be declared vacant and bulletined in accordance with Article 14.1(a) - Agreement #11.
- (g)** Applications for Dispatcher assignments will be accepted from qualified Motor Coach Operators on the "senior may, junior must" principle.
- (h)** Dispatchers will be restricted from bidding any Motor Coach Operator vacancies except for those bulletined under Article 14.1(a) - Agreement #11.
- (i)** Dispatchers who are displaced will be entitled to exercise their seniority in accordance with Article 15.1 - Agreement #11.
- (j)** Dispatchers will be paid at Line Service Rate at 57.5 kms for office hours and 210 kms for on call services for each night the cell phone is carried for a total of 773 kms per day. Office hours are assigned at 0700 to 1645 hours daily. It is understood that Dispatchers remain on call throughout the entire shift and will be granted a meal break between the fifth and sixth hour and two coffee breaks at their discretion. Work in office outside of shift hours shall be compensated at time and one half based on supervisor approval.
- (k)** Relief Dispatchers called in on days off to cover unscheduled Dispatcher work will be compensated at overtime rate for the first assignment and then compensated at Dispatcher rate for the remaining days.
- (l)** Relief Dispatchers called in on a working day to cover unscheduled Dispatcher work will be compensated at Dispatcher rate or his/her crew value for that day, whichever is greater. If the unscheduled Dispatcher work lasts beyond one day, the Relief Dispatcher will receive Dispatcher rate thereafter.
- (m)** While Relief Dispatchers are working as Dispatchers, their operator assignment will be manned by the spareboard. If their operator assignment is vacant for 4 working days or more it will be advertised to the system.

(n) In circumstances not covered by this letter of understanding, provisions of the collective agreement will apply.

TERMINATION

This agreement supersedes all previous agreements, rulings and interpretations and shall remain in effect until December 31, 2019 and thereafter, subject to four months notice by either party at any time subsequent to August 31, 2019.

Signed at North Bay, Ontario this 15th day of April, 2016.

G. Stuart
Director Human Resources
ONTC

R. Hackl
TCRC Division 910 Motor Coach

LETTER OF UNDERSTANDING

03714 (12)

December 6, 2007

Shift Exchanges for Motor Coach Operators

It is the intent to provide Motor Coach Operators with the periodic allotment of shift exchanges:

1. Drivers will be allotted periodic shift exchanges providing that the shift exchange form has been filed with the appropriate supervisor of their terminal.
2. Drivers needing time off and who are unable to find anyone to do a shift exchange will be allowed to give away their assignment. The work must be given to the spareboard first, by booking off. If the spareboard is not available, the assignment can be given to any volunteer who will work at straight time.
3. Shift exchanges between regular line run drivers and spareboard drivers will not be permitted.
4. Spareboard drivers on vacation relief can switch with regular drivers, providing the work is within the vacation relief period.
5. Shift exchanges will be granted providing there is no increased cost to the company.
6. Periodic Shift Exchange – When mutually agreed spareboard drivers may switch positions with spareboard operator directly ahead or behind their position on spareboard, only one switch is permitted, multiple position switches are not allowed. Pre-authorization required by supervisor. Supervisor may authorize dispatch to assist.

This Agreement may be revoked by either party subject to 14 days notice.

Signed,

Douglas Finnon
Vice President
Teamsters Canada Rail Conference

Rock Lapointe
Director Motor Coach Services
ONTC

June 15, 2014

Letter of Understanding

Smart Phones for Motor Coach Operators

Where the job function to scan passenger tickets is required, all Operators will be issued a Company Smartphone. The provision of a Company Smartphone is subject to the following conditions:

1. The Company Smartphone is for business and personal use with each Smartphone being equipped with a scanning app, voicemail, texting, email, headset and a phone charger.
2. Operators will be responsible to ensure the Smartphone is turned on and the battery is adequately charged. Plug-Ins, chargers and phone mounts will be provided in each bus and are not to be removed.
3. Operators will be responsible for exercising reasonable care to ensure Smartphone is not lost or stolen.
4. Company will be responsible for payment of all charges and repairs to Smartphone and accessories, including replacement, if necessary.

Note: When issued a Company Smartphone, Operators do not qualify for the monthly subsidy if they choose to use their personal cell phone.

Where the job function to scan passenger tickets is not required and a cell phone is a requirement of the position, an Operator and/or Regular Dispatcher will have the option of obtaining a Company cell phone or to utilize their own personal cell phone under the following conditions:

Option #1 – Operators and/or Regular Dispatchers issued a Company supplied cell phone

1. The Company cell phone is for business and personal use with each phone being equipped with voicemail and a phone charger.
2. Operators/ Regular Dispatchers will be responsible to ensure the cell phone is turned on and the battery is adequately charged.
3. Operators/ Regular Dispatchers will be responsible for exercising reasonable care to ensure cell phone is not lost or stolen.
4. Company will be responsible for payment of all charges and repairs to cell phone and accessories, including replacement, if necessary.

Option #2 – Operators and/or Regular Dispatchers utilizing personal cell phones

1. Operators and/or Regular Dispatchers will provide the Company with the phone number of their personal cell phones.
2. Operators and/or Regular Dispatchers will be responsible for carrying cell phone and ensuring it is turned on and the battery is adequately charged.
3. Operators will receive a monthly expense reimbursement in the amount of \$30.00 for the usage of their personal phone for Company related business.
4. Regular Dispatchers will receive a monthly expense reimbursement in the amount of \$75.00 for the usage of their personal phone for Company related business.

This letter is subject to cancellation by either party upon 45 days written notice.

Signed,

Greg Baker
Chairperson
Teamsters Canada Rail Conference

Ken Grube
Sr. Manager Bus Operations
ONTC

April 15, 2016

Rules Governing Dispatcher and Relief Dispatcher Positions - Amended Between Ontario Northland and Teamsters Canada Rail Conference

It is agreed between the Company and the Union that, effective upon ratification, the following terms and conditions will apply with respect to the following positions within Agreement #11:

Dispatcher Duties & Responsibilities

Responsible for:

- Dispatching all operators and equipment in line service, charter and contract runs throughout the system and ensuring detailed documentation of all such activities
- Ensuring adherence to collective agreement and MTO/DOT regulations at all times,
- Maintaining spareboard rotation, recording all spare driver movement on spareboard and ensuring updated spareboard listing is emailed to all spareboard drivers in the system at the beginning and at the end of day,
- Assisting the maintenance department with motor coach cycling
- Ensuring that, when another dispatcher is coming on duty, he/she is briefed on all outstanding issues or any ongoing matters
- Ensuring all crews, vacancies and charters are manned for the current and following days
- booking all wheelchair moves, advising motor coach operators in advance and checking to ensure proper operation of the lift in the assigned coach
- Reviewing equipment availability and defect books in conjunction with the maintenance department
- Recording all equipment mileage daily from all terminals
- Ensuring all coaches are cleaned and fueled
- Providing instructions to Operator/Labourer position for equipment lineup and cleaning of garage
- Documenting all overtime calls, breakdowns, overloads, accidents, highway infractions, use of outside transportation providers, passenger complaints and passenger injuries
- Ensuring that all safety defects are reported promptly to the Safety Coordinator
- Ensuring that, in case of emergency, the current "Emergency Call List" is followed and appropriate officers and outside agencies are notified promptly
- When emergency situations arise, Supervisors will take over the Dispatcher duties until proper relief can be assigned.
- Other related duties as required.
- Adhering to dispatch manual, drivers rule book, posted bulletins, company policies.

This agreement cancels all previous Letters of Understanding regarding Dispatchers, Assistant Dispatchers and Relief Dispatchers.

Signed

Roland Hackl
Vice President
Teamsters Canada Rail Conference

Ken Grube
Senior Manager Bus Operations
ONTC

December 6, 2007

Letter of Understanding

Re: North Bay and Sudbury Terminals

During previous negotiations concerning the revision of the collective agreement governing Motor Coach Operators, the union raised a concern for the future requirement of drivers in the North Bay and Sudbury terminals. More specifically, the union indicated that with the revisions to Articles 6, 7 and 8 of the collective agreement, the Company could schedule existing trips using Timmins terminal operators through to Toronto, resulting in a decrease of operators at the North Bay and Sudbury terminals.

This letters confirms that for the length of this agreement, unless mutually agreed between the Company and Union, the Company will not schedule any of the current trips through to Toronto with Timmins terminal operators.

Yours truly,

Rock Lapointe
Director Motor Coach Services
Ontario Northland

Letter of Understanding

Agreement Governing Crew Number 45

1. Departures for Casino Rama will be as per instruction on itinerary.
2. The limit in changes to starting and finishing times prescribed by Article 14.6 may be exceeded provided the change in time is at Casino Rama's request.
3. In the event of such change continuing on a regular basis, the assignment will be re-bulletined in accordance with Article 14.6
4. Notice of cancelled trips will be provided minimum 18 hours prior to scheduled report time.
5. Upon notification of cancellation, the driver will be offered make up work of equal pay value on the same date.

In cases where make-up work is not available, crew value will be paid. Compensation for the cancellation will only be paid if the work offered is accepted.

6. Minimum charter rate applies (480 kilometers) – Layover time is not included.
7. The company retains the right to abolish assignments to suit the requirements of the service and this agreement may be revoked by either party upon written notification to the other.

April 15, 2016

Signed,

Roland Hackl
Vice President
Teamsters Canada Rail Conference

Ken Grube
Senior Manager Bus Operations
ONTC

December 6, 2007

Letter of Understanding

Article 1.1 (b)

In the application of Article 1.1(b) it is agreed:

Employees who are returning to the service as Motor Coach Operators and have previously attained 100% of the pay rate will not be required to fulfill the requirements of this article.

Signed,

Douglas Finnon
Vice President
Teamsters Canada Rail Conference

Rock Lapointe
Director Motor Coach Services
ONTC

December 6, 2007

Letter of Understanding Between Ontario Northland and Teamsters Canada Rail Conference

Paid Education Leave

The company agrees to pay into a special fund two (2c) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills and qualifications in all aspects of Trade Union functions. Such monies to be paid on Quarterly basis into a specific fund established by the Union, and sent by the company directly to the Teamsters Canada Rail Conference Division 910 Secretary/Treasurer

The company further agrees that the members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay, plus travel time where necessary. In the event that service requirements conflict with such a leave, the parties agree to meet to determine if adequate staffing is available. Said leave shall only be granted provided there is no extra cost to the company. Written requests to the company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

Signed,

Douglas Finnon
Vice President
Teamsters Canada Rail Conference

Rock Lapointe
Director Motor Coach Services
ONTC

July 27, 2011

Initial Training Sessions

Mr. Tony Wentzell
Local Chairperson
TCRC Division 910

Mr Wentzell,

During the 2011 round of bargaining we had discussed the union officers attending initial training sessions. As a result of these discussions the company commits to providing all training materials to the union prior to the training sessions being implemented and/or have union officers attend the first training session, when practicable.

I trust this accurately reflects our discussion.

Mike Potvin
Director, Motor Coach Services

July 27, 2011

Mr. Wentzell,

RE: Driving Disabled Motor Coaches

During the 2011 round of bargaining the issue of work ownership pertaining to the driving of a disabled Motor Coach was discussed. The parties agree that for the life of this agreement, when a Motor Coach is in need of a repair or having been repaired a Motor Coach Operator holding seniority under Agreement #11 will be dispatched to return the Motor Coach to the terminal.

Regards,

Mike Potvin
Director, Passenger Service

April 15, 2016

Letter of Understanding Between Ontario Northland and Teamsters Canada Rail Conference

Continuation of Wages Agreement

Both parties agree that the Company will continue to pay members of the Union while attending authorized Union business and the Company will invoice the Union for reimbursement. It is agreed that the Union will reimburse the Company within thirty (30) days from receipt of billing. The Company retains the right to cancel for payment not received. Requests for leave, on the designated form, will be authorized by the President TCRC Division 910 or designate and presented to the immediate superior.

Spareboard drivers on authorized union business shall retain their position in rotation on their home spareboard and be called to service when required. If not available for service due to union business no NA penalty shall apply, Continuation of Wages forms will be submitted for lost assignment. Driver to be returned by Dispatch to spareboard rotation at end of lost assignment.

Signed,

Roland Hackl
Vice President
Teamsters Canada Rail Conference

Ken Grube
Senior Manager Bus Operations
ONTC

April 15, 2016

Article 6 - Crew Change Resulting in Crew Abolishment in the Midst of a Pay Period

This is to confirm our discussions regarding Article 6 and its application in the event of a crew change resulting in a crew abolishment in the midst of a pay period.

In the event of a crew abolishment in the midst of a pay period, it is agreed that Article 6.1(a) applies to the members of the crew that has been abolished. These employees will, in the pay period the crew is abolished, be entitled to the earnings of their new assignment but no less than the regular value of the abolished assignment. For anyone who is subsequently displaced, Article 6.1(b) applies and the affected employees will be entitled to the earnings of their new assignment but no less than the minimum of 4200 kilometers.

I trust this captures our discussions on the application of this Article.

Yours Truly

Ken Grube
Senior Manager Bus Operations
ONTC