

SOURCE	10		
EFF.	93	07	01
TERM.	95	06	30
No. OF EMPLOYEES	2		
NOMBRE D'EMPLOYÉS	SU		

LABOUR AGREEMENT

between

CHARTERWAYS TRANSPORTATION LIMITED, WINDSOR,

and

THE AMALGAMATED TRANSIT UNION, LOCAL 1415

Effective July 1, 1993

JUL - 6 1994

0371606

Entered into and between Charterways Transportation Limited, Windsor, hereinafter called the "Company", their successors and assigns, and the Amalgamated Transit Union, Local 1415 hereinafter called the "Union".

In the operation of the transportation services and other properties of the Company both parties to this agreement mutually agree as follows:

1 - PURPOSE

- 1.1 The Company and the Union each represent that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the basic agreements and understandings covering rates of pay, hours of work, grievance procedures and conditions of employment.

2 - RECOGNITION

- 2.1 The Company recognizes the Amalgamated Transit Union, Local 1415 as the exclusive bargaining agency with respect to all matters arising under this Agreement for all Highway Motor Coach Operators and Garage employees, save and except those Garage employees who may be classed as Foremen or Superintendents and those drivers classed as School Bus Drivers.
- 2.2 (a) The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the Bargaining Unit as defined above, unless the context otherwise provides.

3 - MANAGEMENT RIGHTS

The Union recognizes that the Company has the exclusive right:

- 3.1 To maintain order, discipline and efficiency.
- 3.2 To hire, classify, direct, promote, demote, transfer, suspend and discharge employees and to increase and decrease working forces, provided that a claim of discrimination, transfer, discipline or suspension, or a claim by an employee that he has been discharged without cause, may become the subject of a grievance and will be dealt with as hereinafter provided.
- 3.3 To manage and operate its business in all respects not in conflict with this Agreement in accordance with its commitments and responsibilities.
- 3.4 To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement subject to grievance procedure.

4 - RELATIONSHIP AND UNION SECURITY

- 4.1 The Company agrees that there will be no discrimination or coercion exercised or practised by it,

- 4.2 The Union agrees that there will be no intimidation or coercion exercised or practised by any of its members or representatives.
- 4.3 The Company agrees that all employees within the terms of the Agreement must become and remain members of the Union not later than the 30th day following their date of employment as a condition precedent to continued employment with the Company.
- 4.4 All differences, disputes and grievances between the parties arising out of, or by virtue of, within the Labour Agreement shall be disposed of in accordance with the Grievance Procedure.
- 4.5 The Company agrees to check off and remit to the Financial Secretary of the Union monthly from the pay of each employee who is a member of the Union and who has so authorized the Company in writing, all dues, and such assessments as may be assessed against such members.

5 - GRIEVANCE PROCEDURE

- 5.1 An employee will not be disciplined or dismissed from service, nor will entries **be** made against his record without sufficient cause, and he will be entitled to a **full**, complete, and clear written statement of the charges against him. Any employee having been disciplined or dismissed from service, or his duly authorized representative, may file a written grievance within five (6) days to be dealt with as hereinafter provided.
- 5.2 Grievances arising between the Company and employees under the terms of this Agreement shall **be** settled immediately in the following manner;
....
 - (a) Between the employee and/or his duly authorized representatives and the branch manager, within five (5) days of the date of discipline or occurrence.
 - (b) In the event the grievance has not been satisfactorily settled within ten (10) days, an attempt will be made by the Union, the division manager, or his designate, and a representative of the International Union, to settle the grievance.
 - (c) Failing to arrive at a settlement by this procedure, the same shall be submitted within a further period of thirty (30) days to a Board of Arbitration to be selected in the following manner:
 - (i) One arbitrator shall be selected by the Company and one by the Union within ten (10) days from the date that arbitration is requested. The two arbitrators then selected shall endeavour to reach an agreement. Should they not be able to agree on a third arbitrator within five (5) days, then the Federal Department of Labour shall appoint the third arbitrator.
 - (ii) The Board so constituted shall weigh all evidence and arguments on the points in dispute, and the written decision of the majority of members of the Board of Arbitration shall constitute the award which shall be final and binding on all parties. The Board of Arbitrators shall have power to make such decisions or award as is just and equitable. The parties thereto shall pay the Arbitrator of his own selection, and they shall jointly pay the third arbitrator.

6 - NO STRIKE - NO LOCKOUT

- 6.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the **Union** agrees that, during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial for any reason and the Company agrees that there will be no lockout.

7 - SENIORITY

- 7.1 The purpose of seniority regulations is to provide a policy governing lay-offs and re-calls. In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off" insofar as it is consistent with management's obligation to maintain an efficient working force. Following a lay-off, rehiring shall be executed conversely to the outlined lay-off procedure. Seniority shall be separate and not interchangeable, between drivers and garage employees.
- 7.2 Seniority lists shall be prepared by the Company and a copy shall be posted on a Bulletin Board prior to each job posted.
- 7.3 The right to preference of work and assignments will be governed by seniority.
- 7.4 An employee shall be considered probationary for ninety (90) calendar days during which time he may be released from the Company's service without recourse. After ninety (90) calendar days if an employee is retained in the employ of the Company, he shall be placed on the seniority list and his seniority shall date back to the date and time his employment began. If two or more employees start on the same date, the date and time of application will govern seniority. A probationary employee shall have the right to bid on a job at the time of posting in accordance with his length of service with the Company.
- 7.5 For a period of twelve (12) months, employees transferred or promoted to a position not subject to this Agreement will retain, but not accumulate, their seniority. After the 12th month, the employee will no longer retain his seniority within the bargaining unit.
- 7.6 An employee may upon application in writing to the Company be granted a leave of absence for personal reasons or to attend to Union business without loss of seniority. The employee must not engage in any other employment during such leave of absence unless authorized to do so jointly by the Union and the Company. Any leave of absence of one week or over must be in writing.
- 7.7 An employee's employment and seniority shall be terminated for any of the following reasons:
- (a) if the employee voluntarily quits;
 - (b) if the employee is discharged and not reinstated pursuant to the grievance procedure or arbitration provisions of the Agreement.
 - (c) If an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence.
- 7.8 Employees on furlough shall hold their seniority for one (1) year or for the maximum period of their service with the Company, whichever is greater. This is subject to required physical

examination and proper mailing address of employee being kept on file by the employee with the Company.

- (a) Employees furloughed on account of reduction in force will be privileged to work elsewhere and retain their seniority.
- (b) Employees will be called back to service in their seniority order according to the following procedures: The Company will advise each furloughed employee to be recalled by registered Royal Mail, return receipt requested, or by telegram. A furloughed employee receiving notice to recall will immediately notify the Company of his intentions to return to work, or not, by registered Royal Mail, return receipt requested, or by telegram. Failure to notify Company within five (5) days of receipt of notice will result in automatic removal from the seniority roster.

7.9 Employees who are absent from their employment as a result of injury or illness shall retain their seniority.

8 - MEDICAL EXAMINATIONS

8.1 The Company will bear full cost of all medical examinations required.

9 - GENERAL HOLIDAYS

9.1 Maintenance Department

The following General Holidays will be observed:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Easter Monday	Boxing Day

An extra man is guaranteed 8 hours pay for holiday.

If the government proclaims another statutory holiday during the life of this Agreement, it will be in addition to all other paid holidays listed above.

9.2 All employees shall be paid in accordance with the provisions of the Canada Labour Code providing:

- (a) they have been in the employ of the Company thirty (30) calendar days and,
- (b) they have worked fifteen (15) days in the thirty (30) calendar days immediately preceding the holiday and,
- (c) they work on the General Holiday if required.

9.3 If an employee is required to work on any of the General Holidays he shall be paid time and one-half his appropriate rate of pay for all work performed or shall be given another day off with pay in lieu thereof.

- 9.4 If the holiday falls within an employee's scheduled vacation period, he shall receive compensation for one (1) extra day's vacation with pay in lieu thereof.
- 9.5 When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined above.

10 - EMPLOYEE'S FILES/RECORDS

- 10.1 The Company agrees to notify the properly accredited officer of the Local Union promptly, by Royal Mail, on forms prepared for covering the employment, classification, discharge, resignation and lay-off of each employee who is covered by the terms of this Agreement.
- 10.2 Copies of forms prepared covering vacation allowed, sick leave pay, transfer to other positions, and leaves of absence relating to employees who are covered by the terms of this Agreement shall be furnished to the Local Union promptly.
- 10.3 The Company will permit an employee, upon request, to either copy or check his service record and medical examination report.
- 10.4 At the termination of the service of an employee with the Company, he will on request be given a certificate showing his term of service and capacity in which employed. On resignation, the Company will process the final pay check as quickly as possible, regardless of the regular day date following such resignation.
- 10.5 If an employee is suspended for a minor misdemeanour and if no more faults occur during the next 12 months, the last entry is to be erased. A copy of any entry to an employee's file will be furnished to the employee and Union representative.

11 - UNION ENTITLEMENTS

- 11.1 The Union emblem may be worn on service uniforms.
- 11.2 The Union will be allocated space on Company bulletin boards where notice pertaining to meetings, social events, and other proper matters will be permitted.
- 11.3 Union stewards will be allowed one hour per week, to be paid for by the Company, for processing grievances, etc.

12 - COMPANY/UNION COMMUNICATIONS

- 12.1 Written communications to the Company from the Union will be answered promptly in writing and vice versa.

13 - MAINTENANCE DEPARTMENT

13.1	Rates of Pay	Effective July 1/93	Effective July 1/94
	Lead Mechanic	16.75	17.00
	Mechanic	16.38	16.63
	Cleaner/Washer	8.50	8.50

- 13.2** Hours - The work week in the garage will be 40 hours per week to consist of 5 days of eight (8) consecutive hours each, excluding a lunch period of not to exceed one (1) hour.
- 13.3** Night Shift Premium - the Company will pay any employee whose shift starts between 3:00 p.m. and 1:00 a.m., 20 cents per hour pay differential.
- 13.4** Overtime - Overtime at the rate of time and one half shall be paid for all hours worked in excess of eight hours per day or 40 hours per week.
- 13.5** Any employee who works on an assigned day of rest, or who is called back to work after completing his regular shift shall be guaranteed a minimum of *four* hours pay at the applicable overtime rate.
- 13.6** The Company will pay minimum of four hours on all pieces of overtime work, but has the right to hold the employee for the whole period of four hours, providing that the work is in their particular classification.
- 13.7** Wash Up Period - Employees will be allowed a ten minute wash-up period immediately prior to their quitting time. It is understood that if in the opinion of the Company, the privilege hereby granted is abused, the Company may terminate the same at any time without prior notice.
- 13.8** A fifteen (15) minute coffee break will be allowed in the first four (4) hours of the shift and a fifteen (15) minute coffee break will be allowed in the second four (4) hours of the shift.
- 14 - CLOTHING; MAINTENANCE DEPARTMENT**
- 14.1** Coveralls and employees choice of parka or snowmobile suit to be supplied by the Company from October to May. Pants and shirts to be supplied from May to October. One parka or snowmobiletype suit will be supplied and repaired one time over the length of the contract, and only replaced at Manager's discretion.
- 14.2** Rubber boots and gloves will be supplied by the Company for washing coaches.
- 14.3** Safety Shoes - Company to pay 100% of cost of safety shoes, one pair per employee each year.
- 15 - TOOL ALLOWANCE**
- 15.1** Mechanic's tool allowance - the Company will insure Mechanic's Tools, only while on the premises. The limit per employee is \$10,000 with a deductible of \$250.00 to be paid by the employee.
- 16 - VACATION WITH PAY - MAINTENANCE DEPARTMENT**
- 16.1** All employees shall receive vacations with pay each year, according to seniority, on the following basis:

The rate of vacation pay will be based on the employee's gross earnings of the previous calendar year.

	Years of Service	# of Weeks <u>Vacation</u>	<u>Vacation</u> <u>Pay Rate</u>
	01 to 05	2 weeks	6%
over	05 to 10	3 weeks	8%
over	10 to 15	4 weeks	9%
over	15	4 weeks	10%

16.2 All vacation will be bid on according to seniority.

16.3 No vacations will be allowed in the one week period preceding Labour Day.

16.4 Employees are entitled to take one week of their vacation outside of July or August. This shall be limited to one employee at a time.

17 - MISCELLANEOUS

17.1 All sums spent by employees which are chargeable to the Company will be reimbursed immediately upon delivery of proper receipts or invoices.

17.2 All equipment necessary for an employee to perform his work will be supplied by the Company including punches, flashlights.

17.3 Phone - a telephone will be installed by the Company in the garage for use by the mechanics, providing its use is restricted to business use, emergency calls, and there are no long distance calls.

17.4 An eyewash station will be provided in the working area of the garage.

17.5 All operators will be given receipts for moneys turned in.

18 - FUNERAL LEAVE

18.1 In case of a death in the family, three consecutive days will be allowed the member to attend ~~same~~, with no loss of pay. Family referred to in this article, will consist of mother, father, mother or father-in-law, or own immediate family, providing that he attends funeral.

19 - WORKERS COMPENSATION

19.1 An employee who receives Worker's Compensation will be paid by the Company for the balance of the shift on which ~~the~~ injury occurred.

19.2 Any employee injured on the job and requiring medical attention by a doctor or hospital shall be paid for the balance of the shift during which the injury occurred.

(a) If the injury occurs on a week day he shall be paid for the balance of his shift at the straight time hourly rate.

- (b) If the Injury occurs on his normal day off and he has been called into work, he shall be paid on the above basis at the premium rate applicable for that day.

20 - HEALTH AND WELFARE

- 20.1 The Company agrees to bear full cost of the Ontario Health Insurance Plan for its employees and dependents. ~~Semi-private~~ Hospital Plan will also be included for employees and dependents with a \$10.00 deductible from the ~~semi-private~~ hospital bill, once each year.
- 20.2 The Company agrees to bear the full cost of sickness and accident insurance and life insurance for each employee having seniority. The insurance to provide an amount equal to Unemployment Insurance Benefits per week with a two (2) day ~~walting~~ waiting period after five (5) days of sickness, in one year. A doctor's certificate is required to take advantage of this sickness benefit, (~~no~~ waiting period for accident or hospitalization) for two weeks. After an employee has used up his Unemployment Insurance Benefits, he will then receive another 24 weeks of sick benefits equal to an amount paid by Unemployment Insurance per week. If an employee is still disabled at the end of the 24 weeks, he will receive a disability pension of \$450.00 per month.
- 20.3 Life insurance of \$20,000 plus \$20,000 accidental death or dismemberment will be provided for all employees.
- 20.4 To be eligible for benefits the employee must be under the care of a doctor licensed to practice medicine or a licensed chiropractor.
 - (a) Drug Plan - The Company will provide without cost to the employee a non-deductible drug plan.
 - (b) Major Medical - A \$20.00 deductible plan and 80% of the remainder on a yearly basis - fully paid by Company.
 - (c) Ontario Blue Cross Dental Plan No. 7 - It is understood this plan is valid and in force only for the duration of this Collective Agreement. Each year of the Labour Agreement, dental coverage will be based on the current year's Ontario Dental Association rates, less one year.
 - (d) Vision Care - Employees and their dependants will be allowed \$100.00 for eyeglass coverage, once every 2 years.

21 - JURY DUTY, BAIL BONDS, LEGAL ASSISTANCE

- 21.1 Bail Bonds - An employee involved in an accident while engaged in the performance of his assigned duties with the Company shall be furnished bond by the Company when such is required.
- 21.2 Employees will have the legal assistance of the Company in any legal proceeding brought jointly against the employee and the Company.

21.3 Jury Duty - Employees on jury duty will be allowed the difference between the daily compensation they ~~would~~ have earned had they remained on their assignment and the daily amount paid for Jury Duty.

22 - PART-TIME HELP

The Company may use part-time persons to supplement the normal work force providing:

- 22.1 Regular employees are not laid off as a **result** of the use of part-time personnel,
- 22.2 Regular employees who are laid off will be given the first opportunity to perform part-time work, however, the weekly pay guarantees will not apply.
- 22.3 Part-time persons who work in excess of twenty (20) hours in a month must pay union dues. Any part-time person is not required to pay initiation fees.
- 22.4 Part-time persons shall not be used to an extent where it would deprive the gainful employment of a regular employee provided such is available.
- 22.5 Regular employees will be given preference ~~on~~ the choice of work over a part-time employee.
- 22.6 Part-time persons shall receive the driver's starting rate but are ~~otherwise~~ not covered by the terms of the Collective Agreement regarding: Health and Welfare, Pay Guarantees, Seniority, Grievance Procedure.
- 22.7 Joint monthly meetings will be held at which time the union will have access to the hours of work of part-time persons.
- 22.8 The above rules and regulations governing part-time persons will ~~be~~ subject to revisions by mutual consent at the joint monthly meetings.

----- END -----

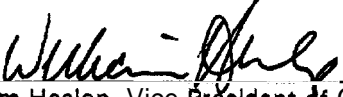
DURATION OF AGREEMENT

~~This Agreement shall remain in full force and effect for two years from July 1, 1993 and from year to year thereafter unless either party signifies on sixty (60) days notice to the other party their intention to revise or cancel this Agreement.~~



Dated at Windsor this 14th day of January 1994

CHARTERWAYS TRANSPORTATION
LIMITED, WINDSOR

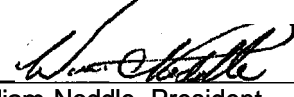


William Heslop, Vice President of Operations



Don Doherty, Manager

AMALGAMATED TRANSIT UNION
LOCAL 1415



William Noddle, President



William Elliott, Steward

11