

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN TRANSIT COMPANY

AND

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 880**

EXPIRY DATE: SEPTEMBER 18, 2013

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AGREEMENT dated the 3th day of March, 2008.

B E T W E E N :

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS, Local Union No. 880**

(hereinafter referred to as the "Union")

- and -

THE CANADIAN TRANSIT COMPANY
(hereinafter referred to as the "Company")

WHEREAS both parties are desirous of preventing strikes and lock-outs and maintaining a uniform wage schedule, working conditions and hours of work of employees of the Company, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION, UNION SHOP AND DUES

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for a unit of employees of the Company, comprising employees classified as Maintenance and Maintenance (C) employees, Toll Collectors, Scalemen, Traffic Guards and excluding Company Officials, Superintendents, Supervisory Employees (those having the right to hire, promote, discharge, discipline or otherwise effect the change in status of employees or effectively recommend such action) and Office Employees, who shall not be covered by this Agreement. For the purpose of clarification it is understood that part-time employees who have completed their probationary period are included in the bargaining unit.
- 1.02 All present and future employees in the bargaining unit shall as a condition of their continued employment by the Company, become and remain members in good standing of the Union, to the extent of paying or tendering an initiation fee and periodic dues uniformly required as a condition of membership in the Union, no later than the 31st day following the beginning of their employment or the 31st day following the effective date of this **Agreement**, whichever is the later.

- 1.03 The Union will make membership in the Union available to all employees covered by this Agreement on **the** same terms and conditions as are generally applicable to other members of the Union. Membership **in** the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the initiation fee and periodic dues uniformly required of all members **as** a condition of acquiring or retaining membership **in the** Union. The Union, at the time of requesting the discharge of any employee, shall make such request in writing and set forth the reason therefore.
- 1.04 The Company agrees to deduct from **the** first **pay** cheque of each month the periodic monthly dues of any employee covered by this Agreement **and** to remit such monies so deducted to the head office of the Local Union not later than the fifteenth day of the month in which they are deducted.
- 1.05 The Company will provide the Chief Steward with the names of new employees who have successfully completed their probationary period.
- 1.06 The Company shall not be required to collect dues for any month that an employee has no wages due him on the day that the regular deduction for Union dues are made, It shall then be **the** duty of the Union to collect such dues.
- 1.07(a) When an employee has completed his probationary period as hereinafter provided, **he** shall be considered a permanent employee of the Company and periodic monthly dues shall be deducted from his pay as herein provided.
- 1.07(b) The Company shall provide the Chief Steward with orientation time to all employees who have completed their probationary period, to a maximum **of** fifteen (15) minutes.
- 1.08 The Union shall indemnify and save harmless the Company against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by **the** Company for the purpose of complying with any of the provisions of this section relating to the collection of dues.
- 1.09 There shall be no solicitation of employees for Union Membership or Union dues on Company time or on Company premises so long as the dues deduction (check-off) procedure herein provided continues in effect.

ARTICLE 2 - EXTRA CONTRACT AGREEMENT

- 2.01 The Company agrees not to enter into any Agreement with another labour organization during the life of the Agreement with respect to the employees

covered by this Agreement; or any Agreement or Contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way is a proper subject for collective bargaining. Any such Agreement shall be null and void.

ARTICLE 3 - SENIORITY

- 3.01 Seniority shall be defined as the length of continuous service with the Company from the employee's last hiring in date. Seniority shall be Company-wide, but in the event of layoffs and posting it is clear that the junior employees in the affected classifications will be laid off first and will only be entitled to displace junior employees in other classifications provided the employee has the skill, ability and qualifications to do the required work without training.
- 3.02 Subject to Article 3.01, strict seniority shall prevail in the lay off and recalling of employees. Whenever the work force shall be reduced by the Company, the employee with the lowest seniority in **the** classification affected shall be laid off first. On recall, the last employee laid off in the classification shall be the first employee recalled.
- 3.03 Seniority shall be determinative in the case of vacations as hereinafter mentioned.
- 3.04 Seniority shall not be determined for any purpose other than those purposes herein expressly described.
- 3.05 The seniority and employment of an employee shall terminate if:
- (a) The employee quits or is discharged for just cause.
 - (b) The employee is laid off for more than three (3) years, or in the case of a part-time employee **if** the part-time employee is laid off for more than six (6) months.
 - (c) When notified to return to work after a lay-off, the employee fails to inform the Company of his intent to return to work within three (3) work days and/or to report for duty within seven (7) days of original notification by registered mail. The Union Steward and Business **Agent** are to receive copies of **the** notice.
Employees when being requested to return to work, shall **be** notified by registered mail at their last known address as appearing on the Company's records.

- (d) The employee fails to report for work upon termination of a leave of absence, vacation or disciplinary lay-off without justifiable reason and/or without notifying the Company (in writing) and the Union Steward. Employees, when requested to return to work, shall be notified by registered mail at their last known address appearing on the Company's records.
- 3.06 Any controversy over an employee's seniority shall be subject to the grievance procedure herein provided.
- 3.07 The Chief Steward shall be **granted** super seniority solely for purposes of vacation selection, lay-off and recall and provided he is willing and qualified to perform the work. The Union shall notify the Company in writing of the name of the Chief Steward.
- 3.08 A current seniority list will be posted by the Company where it will be accessible to the members of the Union.
- 3.09 In the event of a lay-off resulting from permanent discontinuance of a job in a classification, the junior employee in such classification may displace the junior employee in another classification provided he is capable of performing the work in such other classification.
- 3.10 In the event that **an** employee is transferred to another classification, other than through job posting, due to a discontinuance of **his** classification, such employee will be returned to his classification if the Company subsequently reinstates such classification.
- 3.11 The Company agrees to meet with the Union Committee to discuss issues relating to the scheduling of part-time employees. If the parties agree to make any changes, they will be incorporated into a Letter of Understanding that will be made part of the Collective Agreement.

ARTICLE 4 - PROBATIONARY AND PART-TIME EMPLOYEES

- 4.01 Toll Collectors, Scalemen, Traffic Guards hired after the date of this Agreement shall be considered probationary employees for the first ninety (90) working days of their employment and during this period will not be entitled to seniority. Maintenance and Maintenance (C) hired after the date of this Agreement shall be considered probationary employees for the first ninety (90) working days of their employment and during this period they will **not** be entitled to seniority. **The** Company may discipline or discharge any employee who has not completed his probationary period and such action shall not be subject **to** the grievance or arbitration procedures. After the completion of their probationary period, the **names** of such employees shall be placed on the regular seniority list in

accordance with their first hiring in date. Probationary employees shall be paid fifteen cents (15¢) per hour under the rate of their classification and shall be increased to the regular rate at the expiration of their probationary period.

- 4.02
- (a) During the terms of the agreement the hours of Part-time employees in the toll collector and traffic classification shall not exceed forty (40) percent of the total hours worked in such classification on a regular basis.
 - (b) The Company shall maintain a Part-Time Employee's Seniority List for all Part-time employees. Upon completion of ninety (90) working days, as a condition of continued employment with the Company, all Part-time employees shall remit to the Union the monthly dues as set by the Union. Part-time employees shall not be covered by those benefits provided for in Article 20 contained herein, and the vacation provisions of this Agreement, and they shall be furnished with such uniforms as the Company deems desirable.
 - (c) When a full-time position becomes available in a traffic/toll classification, the highest seniority temporary traffic/toll employee from the Part-time traffic/toll seniority list who possesses the qualifications, knowledge and ability to perform the duties associated with the classification will be considered to fill that position.
 - (d) The Company shall have the right to schedule Part-time employees on ten (10) hour shifts at their regular straight time hourly rate on weekdays, and the company shall have the right to schedule employees on twelve (12) hour shifts at their regular straight time hourly rate on weekends and holidays. Part-time employees are not eligible for daily overtime, but shall receive one and one half times their regular rate for all hours worked over forty (40) hours in a week.
 - (e) Temporary employees will not be scheduled more than forty (40) hours weekly, and not be assigned overtime until full time employees have had the opportunity to volunteer for this overtime.
 - (f) Should it be necessary to fill a vacancy that occurs as a result of a call off on a ten (10) or twelve (12) hour shift, such vacancy shall be filled in the same manner that is used to fill a call off on an eight (8) hour shift, except that in filling such vacancy, if a full time employee is utilized, such full time employee will not be required to work more than eight (8) hours.
- 4.03
- (a) The Company will promote part-time employees to fill available full-time positions in order of length of service provided the employee is qualified and able to do the required work. Provided the part-time employee has completed the probationary period prescribed by Article 4.01, a part-time

employee will not be required to serve an additional probationary period on attaining full-time status and will be paid at the full time rate of pay.

- (b) Part-time employees shall be entitled to vacation pay as provided for under the Canadian Labour Code.
- (c) Part-time employees shall be entitled to Holiday pay as provided for under the Canada Labour Code.

ARTICLE 5 - COMPANY RIGHTS

- 5.01 The management of the Company and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency among its employees, and the right to determine the extent to which the Company's business shall be conducted, is vested exclusively in the Company, except as otherwise expressly provided herein.
- 5.02 The Company shall have the right to assign the work, determine and rotate the shifts, assign employees to the respective shifts and temporarily transfer employees regularly assigned to a job classification to work in other job classifications. However, temporary transfers to a classification having a lower rate of pay, except in cases of transfer following a lay-off, shall not affect the employee's regular rate of pay. Employees transferred to a higher rated classification shall be paid the higher rate for the time actually worked in the higher rated classification. Temporary transfers of employees from their regular classification to another classification which exceeds sixty (60) calendar days shall fall under the provision of Article 25 herein.
- 5.03 The Company shall have the right to make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement. The Company shall meet and discuss any proposed rules and regulations with the Union. Should the Union consider any such rule or regulation unreasonable, it may be subject to the grievance and arbitration procedure.
- 5.04 The Company shall have the right to eliminate or discontinue any job, in whole or in part, and/or to hire independent persons, firms or agencies to do any work, including but not limited to bridge painting and repair, which in the opinion of the Company cannot be adequately done by the employees. The Company agrees that it will not eliminate or discontinue any job or hire independent persons, firm or agency to do any work for the purpose of discriminating against Union members or the purpose of evading the terms of this Agreement.

If the Company eliminates or discontinues any job and engages an independent person, firm or agency to perform such work, such independent firm or agency shall be a Union member or shall employ Union members, though not necessarily a member or members of *the* signatory Union to this Agreement.

- 5.05 The Company shall retain all of its rights of management not inconsistent with the express provisions of this Agreement, provided that they will not be used for the purpose of discriminating against any member of the Union.
- 5.06 The Company and the Union further agree to promote harmony, respect and dignity to the workforce.

ARTICLE 6 - WAGES AND CLASSIFICATIONS

- 6.01 Attached hereto and marked Schedule "A" is a Schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE 7 - DISCHARGE OR SUSPENSION

- 7.01 The Company shall not discharge or suspend any employee without just cause. For example, but not by way of limitation, the Company **may** discharge any employee who consumes or brings intoxicants on Company property, reports for work while under the influence of an intoxicant, or for dishonesty, fighting, failure to report for work without notifying the Company or without bonafide reason. The Company shall direct a letter to the employee concerned and a copy thereof to the Steward stating its reasons for any discharge or suspension. Any claim of wrongful discharge, except as otherwise provided in this Agreement, may be submitted to the grievance procedure within ten (10) days from the date of discharge.
- 7.02 (a) The written record of a caution or reprimand having been administered to an employee shall be removed from his record twelve (12) months after the happening of the event described therein and shall not thereafter be referred to by the Company.
- (b) The written record of the administration of any form of disciplinary action upon an employee, other than a caution or reprimand, shall be removed from his record eighteen (18) months after the happening of the event described therein and shall not thereafter be referred to by the Company; provided however that if the disciplinary action relates to moral turpitude, being defined as the commission of an act which would constitute an

offence under the provisions of the Criminal Code of Canada, the terms of this section shall not apply.

7.03 The term "employee" in this article shall conclusively mean "seniority employee" and this article shall have no application whatsoever to probationary employees.

7.04 Restriction on Outside Employment

Unless otherwise specified by the employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 If any differences arise hereafter between the Company and the Union or any employee or employees as to the proper meaning or application of the terms of this Agreement, there shall be no stoppage or suspension of work on account of such differences, but such differences shall **be** submitted to the following grievance and arbitration procedures. An employee shall not leave his job to discuss any matter until the Company has had reasonable time to provide a relief man.

Step 1: An employee having a grievance shall first present the same in writing to his Steward. The employee concerned, together with his Steward shall, within seven (7) calendar days after such grievance has arisen, submit the same to the employee's Department Manager who shall thereupon give his decision in writing within seven (7) calendar days following submission of the grievance to him.

Step 2: If the grievance is not settled at Step 1, the employee may appeal the decision of the Department Manager within seven (7) calendar days of the receipt of the reply and a meeting will be arranged between the grievor, the Chief Steward, the Steward involved, a representative **from** the Local Union and the Company. The Company shall, thereupon, give their decision after this meeting within seven (7) calendar-days.

8.02 A settlement of any grievance under the procedure above outlined shall be final and binding on the Company, the Union and the employee or employees involved.

8.03 If a grievance is not satisfactorily settled at Step 2 of the Grievance Procedure, the grievance may **be** submitted to arbitration within seven (7) calendar days following receipt of the response of the Officer of the Company as provided in Article 9 of this Agreement.

8.04 If the time limits prescribed in this Article numbered 8 and Article 9 are not observed, the grievance shall be deemed conclusively to have been withdrawn.

8.05 Notwithstanding anything contained in this Article or elsewhere in this Agreement, this Article shall not apply or be available to probationary employees, nor shall this Article be applied by or be available to the Union on behalf of any probationary employee.

ARTICLE 9 - ARBITRATION

9.01 Any grievance remaining unsettled at the conclusion of the grievance procedure outlined in Article 7 and 8 of this Agreement or any dispute or difference between the Company and the Union arising out of matters covered by this Agreement may be submitted to arbitration by either the Company or the Union under the following conditions:

- (a) The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action which has been taken is justified according to these terms.
- (b) The party choosing to submit any unsettled grievance to arbitration must notify the other party in writing by registered mail within seven (7) days, excluding Saturdays, Sundays and Holidays, of the conclusion of Step 2 of the grievance procedure. Such notification should identify the grievance, and the issue, and state what part or parts of the Contract is involved. **Any** grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
- (c) Within seven (7) calendar days of the request of either party or submission of any unsettled grievance to arbitration, each party shall notify the other of the name of its appointee to the Board of Arbitration, which shall be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board. Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned above, the Minister of Labour of the Dominion of Canada shall be asked to nominate a Chairman who shall, upon his nomination, be accepted by the parties hereto and their nominees to the said Board. The decisions of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding upon both parties and the employees concerned.

- (d) The Board of Arbitration may interpret this Agreement and apply it to the particular case submitted to it but it shall, however, have no authority to add to, subtract from or in any way modify the terms of this Agreement nor shall it have any authority to limit or change any policies, practices or rules of the Company not set forth in this Agreement nor to interpret such policies, practices or rules except as they may involve an application or interpretation of this agreement nor shall it have any authority to formulate or add any new policies or rules nor substitute its discretion for the Company's discretion in cases where the Company is given discretion by this Agreement. It is further understood that the general wage schedule shall not be subject to arbitration and the arbitrators shall have no power to establish or change any wage.
- (e) Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman.
- (f) No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

9.02 Notwithstanding anything contained in this Article or elsewhere in this Agreement, this Article shall not apply or be available to probationary employees, nor shall this Article be applied by or be available to the Union on behalf of any probationary employee.

ARTICLE 10 - STEWARD AND UNION COMMITTEE

10.01 The Company acknowledges the right of the Union to appoint or elect three (3) Stewards, one (1) of whom shall be designated as Chief Steward, who shall represent the employees covered by the within Agreement. The duties of the Stewards shall in no way conflict with their duties to the Company and they shall be held responsible for **the same** quantity and quality of work **as** other employees.

The Union will inform the Company in writing of the names of the Stewards and of any changes in the names of the Stewards.

The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

An employee shall have the right to have a Steward in attendance if the employee is being disciplined or discharged.

10.02 Stewards have no authority to take strike action or any other action interrupting the Company business and violation of this Agreement or any action in violation

of law except as authorized by official action of the Union. The Company recognizes this limitation upon the authority of the Stewards. The Company, in so recognizing such limitations, shall have the authority to render proper discipline, including discharge without recourse to such Stewards in the event that the Stewards have taken or shall participate in unauthorized strike action, slow down or work stoppage in violation of this Agreement.

- 10.03 It is understood and agreed that the Stewards have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be taken by them during working hours to attend to the administration of this Collective Agreement. A Steward shall, before leaving his regular work to attend to the administration of this Collective Agreement as provided in this Agreement, firstly obtain the permission of his Supervisor whose permission shall not be unreasonably withheld. Such permission shall not be withheld for more than one (1) hour. The Steward shall report to his Supervisor on his return to his job. Consistent with this understanding and agreement the Steward shall not suffer any loss of pay for time spent during his regular working hours on a regular scheduled shift in dealing with the administration of this Collective Agreement as herein provided.

ARTICLE 11 - TIME OFF FOR UNION ACTIVITIES AND LEAVES OF ABSENCE

- 11.01 The Company agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee (not to exceed two in number) designated by the Union to attend a labour convention or to serve in any capacity or on other official Union business, provided seventy-two (72) hours written notice is given to the Company by the Union specifying the length of time off; provided however, that if the time off requested is three (3) days or less, then in such event, the limitation on the number of employees hereinbefore set forth shall be increased so as not to exceed three (3) in number.

The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Company's business due to lack of available qualified employees.

11.02 Any employee desiring leave of absence from his employment shall secure written permission from the Company. All requests for leave of absence shall be made to the Company in writing and shall specify the reason for the requested leave of absence. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Two (2) weeks' advance notice of desire for leave of absence shall be given to the Company, except in case of emergency. The Company will respond to a request for a leave of absence within seven (7) days. Seniority shall accumulate during granted leaves of absence. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights for a period of three (3) years from the date of commencement of such sickness or injury. The Chief Steward shall be notified in writing of any granted leave of absence.

ARTICLE 12 - STRIKES AND LOCK-OUTS

12.01 There will be no lock-out by the Company and no interruption or impeding of work, work stoppage, strike, sit down, slow down or any other interference with the operations of the Company by an employee or employees during the term of this Agreement.

12.02 In the event that any member or members of the Union shall call, engage in, sanction or assist in any unauthorized slow down, work stoppage or strike against the Company or shall refuse to perform duties duly assigned when directed to do so by the Company, the Union and its respective officers and representatives agree to the following:

- (a) That the Company may take whatever disciplinary action it deems appropriate, including discharge, and that the degree of such disciplinary action shall not be reviewed through the grievance and arbitration procedures provided for in this Agreement; and
- (b) That the Union shall immediately disallow and refuse or recognize any picket line or lines established as the result of said unauthorized slow down, work stoppage or strike against the Company or refusal to work to perform services; that it will instruct its members not to respect or recognize any said picket line or lines; and in addition, it will do everything within its power to secure the disestablishment and disbanding of any of said picket line or lines; **and**

- (c) That it shall immediately take or cause to be taken all affirmative action to demand, cause and require each and every member to perform the terms and conditions of this Agreement.

12.03 Nothing in this Article contained shall preclude any right to which the Company previously was entitled to seek legal or other redress of any individual who has caused damage to or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled by future legislation.

ARTICLE 13 - PROTECTION OF RIGHTS

13.01 It shall not be a violation of this Contract and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a Union.

ARTICLE 14 - SUPERVISORS

14.01 Except in cases of emergency and during operating difficulties or for purposes of instruction or training, Supervisor shall not perform work regularly assigned to employees covered by this Agreement.

ARTICLE 15 - REPORTING, CALL-IN AND CALL-BACK PAY

15.01 When an employee is scheduled for work and reports for work on his regular scheduled shift without being notified at the end of his previous shift that he would not be needed, he shall receive a minimum of four (4) hours' pay at his regular straight time rate.

This section shall not be applicable in the case of a strike, or work stoppage or Acts of God.

15.02 An employee called back to work after having completed his regularly-scheduled work hours or called in to work for emergency purposes prior to the start of his regularly-scheduled shift shall receive pay for the actual time worked at one and one-half (1-1/2) times his regular straight time rate or a minimum of four (4) hours' pay at his regular straight time rate whichever is the greater.

There shall be no pyramiding of overtime or premium pay, and work performed by an employee on his regularly-scheduled shift shall in all instances be at the straight time rate of pay. Time worked under this section is not to be confused with hours worked after the termination of a shift where such hours are continuous.

- 15.03 An employee who reports and is put to work on his regularly-scheduled shift shall receive eight (8) hours work or, in lieu thereof, eight (8) hours pay at the straight time rate of pay for his classification except where the employee is excused from part of the eight (8) hour shift for personal reasons, in which event the employee shall be paid for all hours actually worked at the straight time rate of pay for his classification. This Sub-article shall have no application to any employee whose regularly scheduled shift is less than eight (8) hours.
- 15.04 An employee called in to work on his regularly-scheduled day off shall be paid at the rate of one and one-half (1-1/2) times his regular straight time rate for such work; provided that such time worked shall not be considered in computing the employee's overtime pay entitlement during the week in which it occurs.
- 15.05 An employee scheduled to work with less than eight (8) hours off before his/her previous scheduled shift has ended will receive pay at **the** rate of time and one-half his/her **regular** rate of pay for time worked during said eight (8) hour period only. After eight (8) hours from the completion of his/her previous scheduled shift, the employee will be paid at his/her regular hourly rate. This clause only applies to scheduled shifts.

ARTICLE 16 - UNIFORMS

- 16.01 (a) New employees employed in the above mentioned classifications shall receive a complete uniform or coveralls as described after completion of their probationary period. Part-time employees shall receive such uniforms **as** the Company deems desirable.
- (b) Employees shall keep their uniforms clean and in good condition at their own expense. The Company has **the** right to determine uniforms meet adopted standards for appearance and cleanliness.
- 16.02 Each employee shall comply with a uniform dress code that is adopted by the Company. The Company will provide each new employee with the employee's first set of uniforms. Thereafter, the Company will pay each employee, on the contract anniversary date, an annual cheque in an amount **equal** to the sum of \$8.75 per week for each week **the** employee worked in the prior twelve months, as a uniform allowance. Employees shall use the uniform allowance to clean and replace uniforms as the need occurs. Employees shall obtain additional uniforms from **a** vendor designated by the Company. Traffic and maintenance employees will receive an additional \$2.25 per week for winter gear, rain gear, flashlight, batteries, safety vests and gloves.

ARTICLE 17 - BOND

17.01 Should the Company require any employee to give bond, the bond shall be procured and any premium involved shall be paid by the Company.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Company agrees to allow the posting on Bulletin Boards provided at the Garage and in the Employee's Lunch Room of notice of Union Meetings, Elections, Recreational and Social events, as may be delivered to the Chief Steward. All other notices shall be subject to approval by the Company prior to posting.

ARTICLE 19 - EQUIPMENT

19.01 The employees shall not be required to use equipment which is not in safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all equipment and vehicles in a safe operating condition having regard for safety and employees' safety and health.

ARTICLE 20 - PENSION, HEALTH AND WELFARE BENEFITS

- 20.01 (a) The Company agrees to pay the full cost of the premiums payable under London Life or under such other policies as may be issued in replacement or in substitution of the said Policy. This Policy, subject to and in accordance with the terms and conditions thereof, makes provision for the following benefits on behalf of the Company's employees employed within the bargaining unit described in Article 1 of this Agreement (provided however that any benefit which is provided herein which is in excess of the level of benefits which was provided in the immediately preceding Collective Agreement shall only be effective at such increased level upon issuance of confirmation of such increased coverage by the appropriate Insurer Company or Issuing Agency).
- (i) Group Life - Forty Thousand Dollars (\$40,000.00).
 - (ii) Accidental Death and Dismemberment - Forty Thousand Dollars (\$40,000.00).
 - (iii) Weekly Indemnity - 66-2/3rds of salary to the UIC maximum per week for a maximum of 26 weeks commencing with the

first day in the case of accident and the 4th day in the case of illness.

Persons hired after ratification – Health Plan – Family Deductible \$100.00 per year; coverage 80%.

- (b) Effective September 18, 2008, the Company agrees to pay the sum of **Seventy-Six** Dollars (\$76.00) weekly (increasing to **Seventy-Seven** Dollars (\$77.00) weekly effective the 18th day of September, 2011 and increasing to **Seventy-Eight** Dollars (\$78.00) weekly effective the 18th day of September, 2013) for each employee covered by this Agreement who is on the regular seniority list and working under the terms and conditions of this Agreement to or for a Retirement Plan established for the benefit of such employees.
- (c) Effective September 18, 2008, the Company agrees to pay the sum of **Thirty-Seven** Dollars (\$37.00) weekly for each employee hired after the ratification of this Agreement.
- (d) The Company agrees to pay the full cost of premiums for subscriber and dependent coverage in the Ontario Health Insurance Plan (as such coverage is defined under the terms of the said Plan) for each employee covered by this Agreement who is on the regular seniority list and working under the terms and conditions of this Agreement, together with the full cost of premiums for semi-private Hospital coverage thereunder.
- (e) The Company agrees to pay the full cost of the premiums for subscriber and dependent coverage in the Provider's Prescription Plan (as such coverage is defined under the terms of the said Plan) for each employee covered by this Agreement who is on the regular seniority list and working under the terms and conditions of this Agreement.

Effective on the date of ratification the co-pay on drugs will become **\$1.00**.

The Company will contribute the sum of \$0.60 per hour on behalf of part-time employees with more than one (1) year of service towards the purchase of prescription drugs pursuant to the Company benefit plan.

For employees hired after ratification, the Employer pays the following for prescription drugs:

\$0.00 deductible; coverage 80%.

- (f) Effective April 1, 2008 the Company will, during each twenty-four (24) month period during the term of this Agreement, contribute to the cost of Prescription Eye Glasses required by employees and their dependents, as defined by The Income Tax Act of Canada, to a maximum of Two Hundred (\$200.00) (such amount to be paid with respect to each employee and each eligible dependent, so defined, of each employee). Employees will receive reimbursement for eyeglasses within fourteen (14) calendar days of the submission of the claim. The Employer will pay for one (1) eye examination per calendar year to a maximum of \$65.00.
- (g) The Company agrees to pay the full cost of the premiums (family rate where applicable) for the Blue Cross Dental Plan Number 9 (plus Riders 1, 2 and 3) and further agrees to retain such Plan at the current O.D.A. Schedule recognized by that Plan throughout the term of the Agreement.

Effective on date of ratification the recall for dental examinations **will** be every nine (9) months, instead of the current six (6) months.

For persons hired after ratification only, the Employer **will** pay:

Dental Coverage – Per person maximum \$1,500.00 per year.
Basic 100%; Major 50%; Ortho 50%; Ortho maximum \$1,000.00 lifetime;
Family Deductible \$100.00 **per** year.

- (h) If an employee is injured on the job or becomes ill and is absent from work because of such injury or illness, the Company shall continue to make the required contributions and payments **as** provided in this Article for a period of twelve (12) months from the date of such injury or illness. Any employee who is absent from work as a result of such injury or illness for a period in excess of twelve (12) months and who wishes to remain part of the Company's group with respect to these Plans may do so, subject to the requirements of these Plans, provided he continues **to** be an employee of the Company with seniority and continues to meet the eligibility requirements of the Plans and provided that he pays to the Company the amount of the premium payment **in** advance of the premium due date. This privilege will terminate on the expiry of eighteen (18) months from the date of the injury.
- (i) If an employee is injured or hurt on the job and leaves the job for medical attention and it is decided by the attending Physician that **the** employee is unable to return to work, the employee shall be paid for the balance of his regular shift. The Company shall reimburse the employee for transportation expenses (exclusive of his own vehicle) paid by him on that date in connection with such injury.

- (j) An employee **who** has been granted a leave of absence in accordance with the provisions hereof and who wishes to remain part of the Company's group with respect to the Plans listed in Article 20 may do so, subject to the requirements of these Plans, provided he continues to be an employee of the Company with seniority and continues to meet the eligibility requirements of the Plans and provided he pays to the Company the amount of the premium payment in advance of the premium due date.
- (k) An employee who is absent due to off the job injury and who wishes to remain part of the Company's group with respect to the Plans listed in Article 20 may do so, subject to the requirements of these Plans, provided he continues to be an employee of the Company with seniority **and** continues to meet the eligibility requirements of the Plans and provided he pays to the Company the amount of the premium payment in advance of the premium due date. This privilege will terminate on the expiry of twenty-four (24) months from the commencement of the absence due to the off the job injury.
- (l) If an employee is laid off, the Company will pay the required contributions and payments in accordance with Article 20 on behalf of the laid off employee for the balance of the month in which the layoff commences and the month following the month in which the layoff commences. An employee who continues to be laid off beyond the end of the month in which the lay off commenced and who wishes to remain part of the Company's group with respect to the Plans listed in Article 20 may do so, subject to the requirements **of** these Plans, provided he continues to be an employee of the Company with seniority and continues to meet the eligibility requirements of the Plans and provided he pays to the Company the amount of the premium payment in advance of the premium due date. This privilege will terminate on the expiry of twenty-four (24) months from the commencement of the layoff.
- (m) All employees will be provided with a copy of the prescription drug plan within three (3) calendar months of the ratification of this Collective Agreement.
- (n) L.T.D. - The Company is prepared to administer an employee paid L.T.D. Plan provided all employees participate.

ARTICLE 21 - APPLICATION OF GENERAL LAWS

- 21.01 It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent Dominion, Provincial or Municipal laws, by-laws or regulations to the extent that any portion hereof is in conflict therewith

and nothing herein shall require the Company to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity or laws under which it may from time to time operate or exist and anything inconsistent with the orders or regulations of any competent government authority having jurisdiction to issue the same.

ARTICLE 22 - WAR OR NATIONAL EMERGENCY

22.01 In the event of a declaration of war or national emergency or imposition of civilian control subsequent to the date of this Agreement, either party may re-open the same upon sixty (60) days' written notice and request renegotiation of matters dealing directly with wages and hours. Upon the giving of such notice, the Union and the Company agree to negotiate in good faith on any requested revisions dealing directly with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions.

ARTICLE 23 - NOTICE

23.01 All notices required to be served upon the Company under this Agreement shall be deemed sufficiently served if delivered to any Officer of the Company or mailed by registered mail to the offices of the Company at 780 Huron Church Road, Windsor, Ontario N9C 2K2.

All notices required to be served upon the Union or any Steward shall be deemed sufficiently served if delivered or mailed by registered mail to the office of the Union, 6566 Hawthorne Crescent, Windsor, Ontario, N8T 1J9.

ARTICLE 24 - APPLICATION OF UNITED STATES RATES

24.01 It is mutually understood and agreed that, as has been customary in the past, employees on the Canadian side of the Bridge may perform work on the American side of the Bridge and employees on the American side of the Bridge may perform work on the Canadian side. Provided however, that employees from the American side of the Bridge shall not be used to deprive employees on the Canadian side of their normal work hours. The Company will not require Canadian maintenance employees to work in any area not authorized by U.S. Immigration.

ARTICLE 25 - JOB BIDDING AND POSTING - FULL TIME POSITIONS

25.01 Whenever the term vacancy is used in this Article it shall only refer to a

permanent vacancy in a full-time position with the bargaining unit. Should a vacancy occur or a new job is created and the Company decides to fill that vacancy or new job, the vacancy or new job will be posted for bid within thirty (30) calendar days from the date such vacancy occurs or such new job is created. All such vacancies or new jobs shall be posted for a period of seventy-two (72) hours and within said seventy-two (72) hour period all employees on the regular full-time seniority list may bid for such job by making written application. Employees failing to bid on a job within a seventy-two (72) hour period shall be considered as having declined to bid.

- 25.02 Bids will be considered on the basis of the applicants' seniority, experience and ability in relation to the requirements of the job. If the experience and ability of two or more applicants are equal, then seniority shall govern.
- 25.03 When an employee's bid is accepted, he will be given a period of thirty (30) days to qualify on the job and during such qualifying period shall receive the rate of pay for the job he held immediately prior to his qualifying period. If the employee qualifies for the job and is assigned thereto, he shall receive the rate of pay for such job. If the employee fails to qualify, he shall be returned to the job he held immediately prior to his qualifying period.
- 25.04 In order to maintain continuity of operations, the Company may temporarily assign an employee to a Vacant or new job for a period of up to thirty (30) calendar days. It is expressly understood that the time limitation contained in this Section shall not apply to temporary vacancies caused by illness, injury or other reasons but shall only apply to new jobs and permanent vacancies in full-time positions as defined in this Article.
- 25.05 A job shall be considered vacant and open for bidding only in the event the employee holding such job has left the job through discharge, quit or permanent transfer or assignment to mother job and the Company determines to fill the job. Any new job within the bargaining unit shall be open to bid.
- 25.06 The Company agrees to post all jobs in the toll, traffic, classifications for bid annually during the first week of February.

ARTICLE 26 - BEREAVEMENT PAY

- 26.01 When death occurs in an employee's immediate family (spouse, children, grandchildren, parent of employee or parent of spouse, brother or sister of employee, brother-in-law or sister-in-law of employee), an employee, on request, will be excused for the first three (3) days on which he is scheduled to work commencing with the date of death or the date of the funeral, provided he attends the funeral.

- 26.02 An employee excused from work under this Article shall receive eight (8) hours pay at his regular straight time rate for any of the three (3) days on which **he** was scheduled to work.
- 26.03 In the event of the death of an employee's or his spouse's grandmother or grandfather, the employee will be excused from work for the day of the burial and shall receive eight (8) hours pay at his regular straight time rate for such day provided such day is a scheduled working day for the employee and provided further that the employee attends the burial.
- 26.04 The Company will grant Part Time employees bereavement in accordance with the provisions of the Canadian Labour Code.

ARTICLE 27 - JURY DUTY AND CROWN WITNESS PAY

- 27.01 An employee who has completed his probationary period who is summoned and reports for Jury duty **as** prescribed by applicable law or who is summoned as a Crown witness, shall be paid by the Company any amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Company on that day and the amount paid to him as a Juror or Witness (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs Jury duty or attends **as** a Crown witness and on which he otherwise would have been scheduled to work for the Company.
- 27.02 The Company's obligation to pay an employee in accordance with Sub-article 27.01 is limited to a maximum of one hundred (100) days in any calendar year.
- 27.03 In order to receive payment, an employee must give the Company prior notice that he has been summoned for Jury duty or summoned as a Crown witness and must furnish satisfactory evidence that he reported for or performed Jury duty or attended as a Crown witness on the days for which **he** claims such payment. The provisions of this Article are not applicable to any employee who, without being summoned, volunteers for Jury duty or to be **a** Crown witness.
- 27.04 **An** employee scheduled to work on the afternoon or night shift who reports for Jury duty or who attends as a Crown witness and is excused or dismissed from such duties shall be required to report for work on his regular shift and shall not receive Jury duty or Crown witness pay.
- 27.05 If a person regularly scheduled to work on an afternoon or night shift serves upon a Jury Panel or as a Crown Witness during the day in advance of such shift, he will be excused from work and compensated in accordance with the provisions of this Article.

ARTICLE 28 - GENERAL

- 28.01 The Company agrees to make deductions from the pay of employees and to pay the same to a duly Chartered Financial Institution subject to the following conditions:
- (a) The Financial Institution will be designated by the Union;
 - (b) The deductions shall be made from the last pay period of each month;
 - (c) The deductions shall be for an even amount in each month; and
 - (d) The employee shall authorize and direct the deductions by the Company in writing.
- 28.02 The Company **will** not, during the currency of the Collective Agreement, change any of the conditions relating to the exchanging of shifts between employees, it being understood that permission to effect such exchange shall not be unreasonably withheld.
- 28.03 The Company agrees to show the amount of Union Dues deducted from the employees on their T-4 slips.

ARTICLE 29 - DURATION AND TERMINATION OF AGREEMENT

29.01 This Agreement shall be in full force and effect from the 18th day of September, 2007 to and including the 18th day of September, 2013, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate is given by either party to the other at least **sixty** (60) days prior to September 18th, 2013; provided that the Union may submit its proposals for an amendment to this Agreement at any time after January 1, 2013 following receipt of which the Company and the Union shall be required to bargain in good faith.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year above written.

THE CANADIAN TRANSIT COMPANY

PER: 

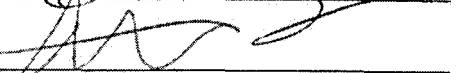
PER: 

PER: 

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 880

PER: 

PER: 

PER: 

PER: _____

Signed this _____ day of _____, 200_____.

SCHEDULE "A"

A. HOURS OF WORK

- (i) The work week shall start beginning at 12:01 A.M. on Sunday and end 168 hours thereafter. The normal work week for each employee shall consist of forty (40) hours, with two (2) consecutive days off.

Time and one-half an employee's regular straight time rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week but not both. In no event shall there be any pyramiding of overtime or premium pay. Each employee shall be paid on Friday of every week either at the beginning or the end of the employee's scheduled shift on that day. The payroll period shall terminate 12:00 midnight on Saturday, immediately preceding the Friday pay day.

DIRECT DEPOSIT

- (i) The Company will introduce direct deposit for all employees bi-weekly, if the Union requests same.
- (ii) No employee shall, except in cases of emergency and except as hereinafter provided, work in excess of twelve (12) continuous hours.
- (iii) There shall be no split shifts for full-time employees.
- (iv) No scheduled shift for a full-time employee shall be longer than eight (8) continuous hours.

No scheduled shift for a part-time employee shall be longer than ten (10) continuous hours on weekdays and twelve (12) continuous hours on weekends.

- (v) If employees notify the Company not less than two (2) hours prior to the commencement of their shift of their inability to work that shift, then the Company shall have the following options:
 - (a) Redeployment of personnel reporting for that shift;
 - (b) Offer overtime to all employees working the preceding shift;
 - (c) Offer overtime to employees who are on their day off; or

- (d) Use its discretion in ensuring adequate complement of staff.
- (vi) Any employee who accepts overtime offered to him will work all of the hours assigned to him even though this may involve his working more than twelve (12) continuous hours.
- (vii) An employee who works continuously in excess of eight (8) hours is entitled to premium pay even though such work extends into another calendar day.
- (viii) The Company agrees to continue the fifteen (15) minute rest break presently allowed employees during their shifts, throughout the term of this Collective Agreement and an additional ten (10) minute morning break throughout the term of this Collective Agreement.
- (ix) The Company will also post shifts for persons working 11-7, 10-6 and 6-2.

B. NORMAL WORK SCHEDULE

The normal work schedule for full-time employees covered by this agreement shall be eight (8) hours of work per day (including a one-half (1/2) hour uninterrupted lunch period) and five (5) days of work per week.

REQUEST OFF – Employees will be permitted to request 3 days off without pay each contract year. Scheduling will be based on 48 hours notice, and is subject to the efficient operation of the Company.

C. WAGE SCHEDULE (HOURLY RATES)

	<u>Sept. 18</u> <u>2007</u>	<u>Sept. 18</u> <u>2008</u>	<u>Sept. 18</u> <u>2009</u>	<u>Sept. 18</u> <u>2010</u>	<u>Sept. 18</u> <u>2011</u>	<u>Sept. 18</u> <u>2012</u>
Maintenance						
“C”, “G”, “F”	\$23.97	\$23.97	\$23.97	\$23.97	\$24.47	\$24.97
Traffic/Toll**	\$23.30	\$23.30	\$23.30	\$23.30	\$23.80	\$24.30
Bridge Ambassador	\$13.00	\$13.00	\$13.00	\$13.00	\$13.50	\$14.00
Amb. Maint. I	\$14.00	\$14.00	\$14.00	\$14.00	\$14.50	\$15.00

Wages / Lump Sum Payment: Ambassador Toll / traffic (after ratification)

<u>Year</u>	<u>Wages</u>	<u>Lump Sum</u>
1	\$13.00	\$1,250.00
2	\$13.00	\$1,250.00
3	\$13.00	\$1,300.00
4	\$13.00	\$1,300.00

Wages / Lump Sum Payment: Ambassador Maintenance (after ratification)

<u>Year</u>	<u>Wages</u>	<u>Lump Sum</u>
1	\$14.00	\$1,250.00
2	\$14.00	\$1,250.00
3	\$14.00	\$1,300.00
4	\$14.00	\$1,300.00

Part-time Employees

Start	\$ 9.50
After 1 yr. of service	\$ 9.74
After 2 yrs. of service	\$ 9.98
After 3 yrs. of service	\$10.23
After 4 yrs. of service	\$10.49
After 5 yrs. of service	\$10.75

SHIFT PREMIUMS

Effective September 18,2002:

- Afternoons - Twenty cents (20¢) per hour
- Midnights - Twenty-five cents (25¢) per hour

All full time employees in the bargaining unit (including those on layoff) will receive a lump sum payment in the gross amount of \$1,500.00, less required statutory deductions, as a signing bonus.

Effective September 18, 2008, all full time employees in the bargaining unit (including those on layoff) will receive a lump sum payment in the gross amount of \$1,300.00, less required statutory deductions, as a signing bonus.

Effective September 18, 2009, all full time employees in **the** bargaining unit (including those on layoff) will receive a lump sum payment in the gross amount **of** \$1,300.00, less required statutory deductions, as a signing bonus.

Effective September 19, 2010, all full time employees in the bargaining unit (including those on layoff) will receive a lump sum payment in the gross amount of \$1,300.00, less required statutory deductions, as a signing bonus.

NOTE: All current full-time employees (Schedule "A" – Seniority List January 2008) will continue to be paid in accordance with the above full-time wage schedule.

D. COST OF LIVING ALLOWANCE

- (i) The Company agrees to provide cost of living allowance determined in the manner and to the extent hereinafter set forth in accordance with changes in the Official Consumer Price Index, published by Statistics Canada (1986 = 100), and hereinafter referred to as the C.P.I.
- (ii) Cost of living adjustment will be made upward or downward quarterly as indicated in the C.P.I. but in no event will a decline in the C.P.I. below 129.1 provide a basis of reduction in the wage rates hereinafter set forth.
- (iii) Cost of living allowance payments shall be made quarterly during the three year term of this Collective Agreement on the following basis:

Effective date of cost of living adjustment:	Based upon the C.P.I. published for:
July 31, 1996	June, 1996
October 31, 1996	September, 1996
January 31, 1997	December, 1996
April 30, 1997	March, 1997
July 31, 1997	June, 1997
October 31, 1997	September, 1997
January 31, 1998	December, 1997
April 30, 1998	March, 1998
July 31, 1998	June, 1998
October 31, 1998	September, 1998
January 31, 1999	December, 1998

- (iv) The amount of cost of living allowance which shall be effective the 31st day of July, 1996 shall be one cent (1¢) per hour adjustment for each 0.13 increase in the C.P.I. published for June, 1996 over the base of 129.1 and for any period thereafter shall be one cent (1¢) per hour adjustment for each 0.13 increase in the C.P.I. published for the appropriate months as indicated above over the base of 129.1.

- (v) Notwithstanding the foregoing, the amount of cost of living allowance determined in accordance with the foregoing shall not exceed thirty-five cents (35¢) per hour per year to a maximum of \$1.05 per hour over the term of the Agreement.
- (vi) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published C.P.I.
- (vii) The continuance of the cost of living allowance shall be contingent upon the availability of the Official Monthly C.P.I. calculated on the same basis and in the same form as that published in 1961.
- (viii) Notwithstanding the provisions hereof or any other provision of this Agreement, no cost of living allowance shall be paid to part-time employees.

Please note that the operation of the above-captioned COLA language is suspended for the duration of the agreement.

E. GENERAL HOLIDAYS

- (i) The recognized General Holidays shall be:
 - New Year's Day (January 1st)
 - Heritage Day (Second Monday in February)
 - Good Friday
 - Victoria Day
 - Doininion Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day (Canada)
 - Remembrance Day (November 11th)
 - Christmas Eve (December 24th)
 - Christmas Day (December 25th)
 - Boxing Day (December 26th)
 - The Birthday of the Employee
- (ii) If an employee is scheduled to work on one of such holidays and works he shall be paid, in addition to his regular rate of wages for such day, one and one-half (1 1/2) times his regular rate of wages for the time worked by him on such day. The entitlement of employees to be paid or compensated for General Holidays shall be determined in accordance with the provisions of Part III, Division IV of the Canada Labour Code, R.S.C. 1970, c. L-1, and amendments thereto.
- (iii) In the event that a holiday occurs on the birthday of an employee, he shall be entitled, by agreement with the Company, to designate another day within the same calendar week as his birthday holiday.

- (iv) In recognition of the fact that the Company's operations are carried on twenty-four (24) hours per day, seven (7) days per week, without exception, the parties agree, notwithstanding any provision contained in any statute or otherwise, that each of the foregoing General Holidays shall be observed on the day of the week on which the General Holiday actually falls, notwithstanding that such day may be a Saturday or a Sunday.

F. CLIMBING WORK

Maintenance "C" and Ambassador Maintenance "C" employees deemed qualified by the Company shall be assigned to perform work as painters and repairmen will be paid a premium in addition to their regular hourly pay. Chris Dender and John Clayden are confirmed as Maintenance "C" employees for as long as they remain in the classification. They will be paid the applicable rates set out in the collective agreement. Effective on ratification, they will no longer receive the Climbing Premium when climbing. Rather they will be paid a Skilled Premium of \$3.00 per hour for all hours worked, regardless of whether they climb. This premium will be paid at overtime rates for all hours of overtime worked.

Maintenance G, F and Ambassador Maintenance employees who accept climbing work and are deemed qualified by the Company to perform the assigned climbing work will be paid a premium in addition to their regular hourly rate for each hour worked while performing said work. These employees will be paid a climbing premium of \$3.00 per hour for each hour that they perform climbing duties. As well, Ambassador Maintenance employees who have premium qualifications and experience will be paid a premium rate for all hours worked.

IT IS UNDERSTOOD AND AGREED that no member of the bargaining unit herein described (except persons in the Maintenance (C) classification for whom climbing and the ability to do so shall be a condition of employment) shall be required to perform climbing work, and if such member (other than persons in the Maintenance (C) classification) refuses to perform such work when directed so to do, such refusal shall not provide a basis for disciplinary action against him.

MAINTENANCE WORK

The Bridge Ambassador Maintenance (I) wages set out in Appendix "A", paragraph "C" shall be minimum wage rates only, and the Employer, in its sole discretion, may pay any employee(s) in Bridge Ambassador Maintenance (II) classification a higher wage rate than that provided.

G. VACATIONS

- (i) Employees covered by this agreement who have completed one (1) year of continuous employment shall receive two (2) weeks' vacation with pay. Employees **who** have completed six (6) years of continuous employment shall receive three (3) weeks' vacation with pay. Employees covered by this agreement who have completed (11) eleven years of continuous employment shall receive four (4) weeks' vacation with pay. Employees covered by this agreement who have completed twenty-one (21) years of continuous employment shall receive five (5) weeks' vacation with pay.
- (ii) Vacation pay for those employees enjoying two (2) **weeks'** vacation with pay shall be calculated at eighty (80) hours of their regular straight time pay. Vacation pay for those employees enjoying three (3) weeks' vacation with pay shall be calculated at one hundred and twenty (120) hours of their regular straight time pay. Vacation pay for those employees enjoying four (4) weeks' vacation with pay shall be calculated at one hundred and sixty (160) hours of their regular straight time pay. Vacation pay for those employees enjoying five (5) weeks' vacation with pay shall be calculated at two hundred (200) hours of their regular straight time pay.
- (iii) An employee who has completed one (1) year of continuous employment who is laid off through no fault of his own, or who is off work because of illness or accident or who quits will not lose his vacation, if a vacation is otherwise due such employee, at the time he is laid off, becomes ill or quits, provided that said employee has worked eight (8) months since the date of his prior vacation.
- (iv) **All** vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacations.
- (v) Vacations shall be granted in accordance with seniority and employees shall forward their vacation preferences on or before the 1st day of **April** in each calendar year, otherwise the Company shall be entitled to fix the vacation periods without further reference to the employees; provided that if an employee has, prior to said date, arranged with the proper Officials of the Company to delay such selection, he shall, subject to the terms hereof, be entitled to express a vacation preference after said date.
- (vi) For vacation purposes, the employees covered by this agreement will be divided into four (4) groups, namely: Maintenance and Maintenance (C) men; Traffic Guards; Toll Collectors and Scalemen; and Ambassadors. Only one (1) **member** of each group shall be entitled to take his vacation at any one **time**, unless, in **the** sole opinion of the Company, overlapping of vacations within a group will cause no disruption or inconvenience to the Company's operations, in which case the

Company may allow overlapping. The Company will allow employees to take up to one (1) week of their vacation entitlement in less than one (1) week increments, provided the employer receives at least forty-eight (48) hours notice.

- (vii) **All** vacations shall commence on a Monday at 12:01 **A.M.**
- (viii) A person entitled to more than two (2) weeks' vacation will be entitled to split his vacation entitlement to the extent that he will be required to select the time at which the first two (2) weeks will be taken in accordance with his seniority on or before April 1st in each year. The remainder of his vacation entitlement may then be taken in such other weeks as he may elect provided he gives not less than thirty (30) days' notice of such election. Such requirement regarding notice will **be** waived by the Company in cases involving hardship or emergency for the employee.
- (ix) If a person qualifies for a vacation entitlement at one time between September 1 and November 1 in any year after his first year of employment, he will be permitted to take such vacation at any time during a sixty (60) day period prior to such qualifying date; provided that no employee exercising such entitlement will be permitted so to do if it has the effect of providing for a continuous vacation period longer than the number of weeks for which he becomes entitled on the qualifying date. Employees must take their full vacation entitlement within **the twelve** (12) month period ending in the next anniversary date.
- (x) Part-time employees will be paid vacation pay by separate cheque.

JOB SECURITY

During the term of this Agreement, the Company shall maintain twenty-five **(25)** full time positions in the Toll Collector, Traffic, Scalemen and Maintenance classifications.

Said employees shall be paid the minimum rates of pay set out in the agreement for said classifications. The commitment of the Company to maintain twenty-five (25) full time positions shall not be applicable where the Company's operations are interfered with, or compliance with said commitment is otherwise adversely affected, by a labour dispute, act of God, law or other governmental regulation, or other act beyond the exclusive control of the Company.

The Company acknowledges that there are currently twenty-six (26) full-time Traffic / Scale / Toll / Maintenance positions. Although there are only twenty-five (25) full time jobs guaranteed in the Collective Agreement, the twenty sixth (26) full-time person will not be reduced to part-time status.

Only the employees listed on the attached Schedule "A" are classified (or eligible to be classified) as Traffic / Toll and/or maintenance employees. Following the date of

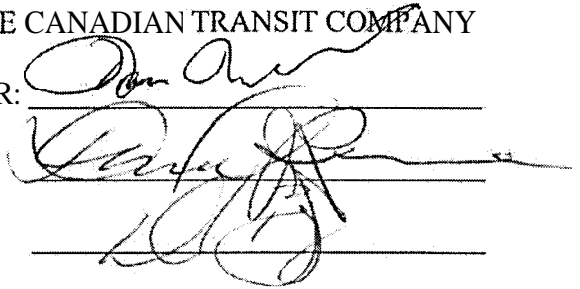
ratification, all new **full time hires** will be classified as "Bridge Ambassadors." These employees will perform the toll collection/traffic/climbing and non climbing maintenance functions.

Effective on the date of ratification, all current employees will have their status as Schedule "A" employees grandfathered during the term of their employment with the Company.

Furthermore, the Company will not be permitted to utilize part-time employees or Ambassador employees in their respective classifications if there are Schedule "A" employees on layoff in those classifications.

THE CANADIAN TRANSIT COMPANY

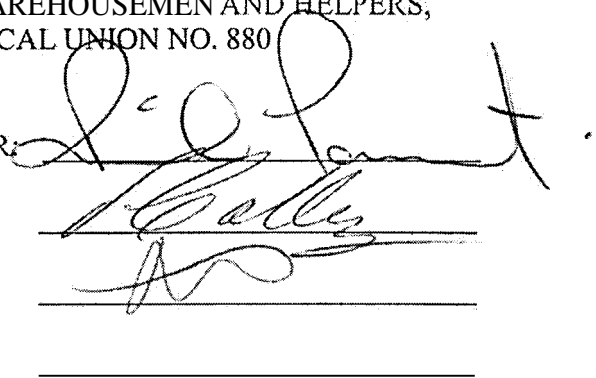
PER:



Handwritten signature of a representative from The Canadian Transit Company, written over three horizontal lines.

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 880

PER:



Handwritten signature of a representative from Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, written over three horizontal lines.

Signed this _____ day of _____, 200____:

SCHEDULE "A"

FULL TIME SENIORITY LIST
JANUARY 1, 2008

Callery, Vincent	February 20, 1973
Morand, Ronald	February 20, 1973
Grant, Glenn	May 9, 1977
Johnson, Gary	March 26, 1984
Dender, Christopher	January 9, 1989
Zakoor, Carol	October 2, 1989
O'Brien, Robert	February 20, 1991
Durette, Karen	October 7, 1993
MacNeill, Cathy	January 17, 1994
Beger, Gregg	March 21, 1994
Williams, Elizabeth	February 27, 1995
Johns, Andrew	February 27, 1995
Gaudette, Jeff	March 20, 1995
Rudling, Laurice	March 21, 1995
Gaudette, Jeff	March 27, 1995
Salazar, Conrado	December 18, 1995
Clayden, John	December 18, 1995
Horvath, Edward	March 25, 1996
Teron, Arthur	October 13, 1997
Wagner, Stacey	October 13, 1997
Oswald, Tracey	August 13, 1998
Hood, Susan	March 15, 1999
Ford, Kim	April 19, 1999
Holland, Sandy	November 1, 1999
Serre, Tracey	November 1, 1999
Kocsis, Sandra	October 18, 1995

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN TRANSIT COMPANY

- AND -

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, HELPERS UNION LOCAL 880

Workplace Harassment

The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, restrooms, lockers, conference rooms, and parking lots. Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents: unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment, posting or circulation of offensive photos or visual materials, refusal to work or converse with an employee because of their racial background or gender, unwanted physical conduct such as touching, patting, pinching, etc. unwelcome invitations or requests, backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment Is Not

Harassment is in no way to be construed as properly discharging supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

Filing A Complaint

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behaviour. Inform the individual that is doing the alleged harassing or the discriminating that the behaviour is unwanted **and** unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details. However it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of the Supervisor and/or Steward.

Investigation

Upon receipt of the complaint, the Supervisor/Steward contacted will immediately inform their Union or Company counterpart **and** together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reducing to writing on a form developed jointly by the Company and the Union.

The Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation **of** the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Manager, and the Steward who will attempt to resolve the matter within ten (10) days of receipt of the Report in a manner that is fair and consistent.

In the event the Manager and Steward are unable to reach a consensus on a resolution to the complaint, the Employer will issue a decision on the matter. **At** the conclusion of this step, the complaint, if resolved, may be considered as a grievance for the purposes of the Grievance Procedure for resolution. **In** the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions **of** the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not **be** pursued through both the Grievance Procedure and the Human Rights Coinplaint Procedure, In addition the parties agree to educate employees. The pursuit of frivolous allegations through the Human Rights Complaint procedure

has a detrimental effect on the spirit and intent for which **this** policy was **rightfully** developed and should be discouraged.


THE CANADIAN TRANSIT COMPANY

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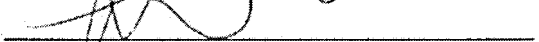
PER: 

PER: 

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 880

PER: 

PER: 

PER: 

PER: _____

SIGNED THIS 1st DAY OF December, 2009.

IMPORTANT NOTE:

If you leave the employ of the Company, contact your Local Union either in person, or by mail, for a WITHDRAWAL CARD.

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMEN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL CARD.

WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT!

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current month's dues.

KNOW YOUR AGREEMENT MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE **YOU**, OR CONTACT YOUR LOCAL UNION OFFICE.

A L W A Y S

1. ATTEND YOUR UNION MEETINGS.
2. Help new employees become acquainted with the agreement.
3. If you leave the employ of the Company, contact your Local Union office for a withdrawal card.
4. If you leave the employ of the Company, or, are laid off, register with the Local Union Office so that we may **help** you to find employment elsewhere.

"BE A GOOD UNION MEMBER"

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