

Collective Agreement

between

P.W. Transportation LTD

and

P.W. Transportation Driver's Association

Begins:
03/29/2003

Terminates:
03/31/2006

09183 (07)

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This Agreement entered into this 29th Day of MARCH AD, 2003 shall be in force and effect as hereinafter particularly specified.

BETWEEN **P. W. TRANSPORTATION LTD.** and its **Successors**
(Hereinafter referred to as the "Company")
Of the first part,

AND: **P. W. TRANSPORTATION DRIVERS' ASSOCIATION**
(Hereinafter referred to as the "Association")
Of the second part,

WHEREAS the Association was formed for the purposes of bargaining on behalf of certain of the employees of the Company on a collective basis;

AND WHEREAS it is the desire of both parties to this Agreement to maintain and improve harmonious relations and settle conditions of employment between the Company and the Association.

NOW THEREFORE IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree as follows:

**"TOGETHER WE ARE COMMITTED TO QUALITY
CUSTOMER SERVICE"**

ARTICLES 1 - SCOPE OF THIS AGREEMENT

- 1.01 The Company agrees to recognize the Association as the sole exclusive Collective Bargaining Agent for all its Members.
- 1.02 If the Company wishes to enter into an Agreement, either expressed or implied, with any Member or group of Members covered by this Collective Agreement, it shall be through the medium of this Collective Agreement. The Company maintains the right to establish the rates of pay and selection of Members for exclusive services outside this Collective Agreement. Members accepting work outside of this Collective Agreement on behalf of the Company, shall not be covered by the Association, nor shall the Association be liable or responsible for any actions taken by the Company during the time which the work is occurring or as a result thereof.
- 1.03 It is agreed that each Member shall faithfully, honestly, loyally and to the best of their ability strive to provide the Company and its customers Quality Service. This enhances the Company's ability to attract and maintain business, therefore providing opportunities and security for the Members.
- 1.04 All references to days contained herein shall refer to calendar days unless otherwise stipulated.

ARTICLES 2 - ASSOCIATION SECURITY

- 2.01 It is agreed that, as a condition of employment in any classification covered by the Association, each employee shall become and remain a Member in good standing of the Association.
- 2.02 The Association will supply the Company with Application Forms for Association Membership and dues deduction, which shall be signed by all new Members on the day on which the Member is hired. All completed copies of the Application Form for

Membership shall be returned to the Association Treasurer and shall serve as notification of commencement of employment.

- 2.03 The Company agrees, for the duration of this Agreement, to deduct fees and assessment as prescribed by the Association from those Members covered by this Agreement. The said monies will be forwarded along with a list of the Members from whom the money was deducted, on or before the 15th of the following month, to the Treasurer of the Association. These deductions will be indicated on annual T4 slips.
- 2.04 People not covered under the terms and conditions of this Agreement will not perform the duties of Members except in the cases where the movement does not generate revenue for the Company or in emergency situations.
- 2.05 Staffing requirements of ticket distribution locations one hundred percent (100%) owned or leased, or controlled by the Company will be fulfilled by Members.
- 2.06 In the event that the Company establishes a new District/Division in Ontario, the Employees working in the new location/section shall be bound by the terms and conditions of this Agreement. Upon the establishment of a new District/Division, the parties shall meet forthwith to determine whether this Agreement requires amendments having regard to the requirements of the new District/Division.
- 2.07 The Association agrees to indemnify and to save the Company harmless for any and all claims which may be made against the Company by any Member or Members arising out of any amounts deducted from their pay as provided in this Agreement.
- 2.08 Understanding that Company business takes precedence, the Company agrees that there will be no discrimination, interference,

restraint, coercion or intimidation exercised or practised by the Company or by any Representatives of the Company with respect to any Member because of membership in, or, affiliation with the Association, or in the performance of any Association work to which the Member was duly elected to or appointed to by the Association and/or the Association Executive.

ARTICLES 3 - FULL-TIME/PART-TIME DEFINITION

- 3.01 A Member shall be considered a Full-Time employee of the Company when:
- a) They have been selected and accepted as such by the Company; and
 - b) They make themselves available to the Company for Full-Time employment.
- 3.02 A Member shall be considered a Part-Time employee of the Company when:
- a) They have been selected and accepted as such by the Company; and
 - b) They make themselves available to the Company for Part-Time employment.
- 3.03 Part-Time Employees shall not exceed Full-Time Employees in number (see attached Letter of Understanding-).

Probationary Period

- 3.04 Newly hired Full-Time and Part-Time Employees will be on a probationary basis for a period of six- (6) month's service from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

- 3.05 Should a Part-Time Employee become a Full-Time Employee, that individual will be subject to the complete probationary period as outlined in 3.04.

ARTICLES 4 • MANAGEMENT RIGHTS

- 4.01 The Association recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be observed by Members, which rules and regulations shall be consistent with this Agreement.
- 4.02 The Company shall always have the right to hire, promote and to discipline, demote or discharge Members for just and proper cause.

ARTICLES 5 - MEMBER CLASSIFICATION

- 5.01 The Company will maintain ten (10) Membership Classifications. The Member Classifications are as follows:
- a) **Classification A (Contract Shuttle)**
Classification **A** consists of those Members employed primarily to operate services under a Contract Shuttle.
Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all Customers of the Company. To operate a motor vehicle under a Contract Shuttle service in a safe manner within the constraints of all applicable motor vehicle laws.
Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows:
Complete a Pre-Trip Inspection of their assigned vehicle.
Operate the vehicle according to assigned shift work

scheduled and/or as instructed by dispatch and/or an on-duty supervisor. Changes in routing may be made between the start and finish time of the assigned shift. Fuel the vehicle as required or directed. Assist with the boarding and disembarking of all passengers and maintain accurate passenger counts (where applicable). Load and unload passenger baggage. Maintain the cleanliness of the vehicle at all possible intervals. Perform any other duties, which fall within the scope of the Contract Shuttle Operator's vocation and are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "B" driver's license with a "Z" endorsement is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre the appropriate equipment.

b) Classification B (Charter - Class "A")

Classification B consists of those Members employed primarily to operate services classified as Charter with Class "A" motor coaches.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all customers of the Company. To operate a motor coach in a safe manner and within the constraints of all applicable motor vehicle laws.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Complete a Pre-Trip Inspection of their assigned vehicle. Operate the vehicle according to dispatch charter orders and/or as instructed by dispatch. Fuel the vehicle as required or directed, complete Trip Reports, Daily Log **Book** entries and other required documentation. Collection of charges when applicable and accounting of all Operator incurred expenses. Maintain the cleanliness of the vehicle at all possible intervals.

Assist in boarding and disembarking passengers. Loading and unloading of baggage. Perform any other duties, which fall within the scope of the Charter Motor Coach Operator's vocation and are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "B" driver's license with a "Z" endorsement is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class "A" equipment.

c) Classification C (Airport Express - Class "A")

Classification C consists of those Members employed primarily to operate services classified as the Airport Express with Class "A" motor coaches.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all Customers of the Company. To operate a motor coach as the Airport Express Service in a safe manner and within the constraints of all applicable motor vehicle laws.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Complete a Pre-Trip Inspection of their assigned vehicle. Operate the vehicle according to assigned shift work scheduled and/or as instructed by dispatch and/or an on duty supervisor. Changes in routing may be made between the start and finish time of the assigned shift. Fuel the coach as required or directed. Sell tickets to passengers **as** required and account for all cash, credit card slips, coupons, vouchers and float funds received. Assist with the boarding and disembarking of all passengers including use of wheelchair lifts as and when required. Load and unload passenger baggage. Maintain the cleanliness of the vehicle at all possible intervals. Perform any other duties, which fall within the scope of the Airport Express Motor Coach Operator's vocation and

are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "B" driver's license with a "Z" endorsement is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class "A" equipment.

d) Classification D (Airport Express – Class "D")

Classification D consists of those Members employed primarily to operate shuttle services in connection with the Airport Express using Class "D" vehicles.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all Customers of the Company. To operate a Class "D" vehicle as the Airport Express Connector Service in a safe manner and within the constraints of all applicable motor vehicle laws.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Complete a Pre-Trip Inspection of their assigned vehicle. Operate the vehicle according to assigned shift work scheduled and/or as instructed by dispatch and/or an on-duty supervisor. Changes in routing may be made between the start and finish time of the assigned shift. Fuel the vehicle as required or directed. Sell tickets to passengers as required and account for all cash, credit card slips, coupons, vouchers and float funds received. Assist with the boarding and disembarking of all passengers. Load and unload passenger baggage. Maintain the cleanliness of the vehicle at all possible intervals. Perform any other duties, which fall within the scope of the Airport Express Connector Operator's vocation and are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "E"

driver's license is required as a minimum. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class "D" equipment.

e) Classification E (Charter - Class "D")

Classification E consists of those Members employed primarily to operate Charter with Class "D" vehicles.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all customers of the Company. To operate a vehicle in a safe manner and within the constraints of all applicable motor vehicle laws.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Complete a Pre-Trip Inspection of their assigned vehicle. Operate the vehicle according to dispatch charter orders and/or as instructed by dispatch. Fuel the vehicle as required or directed, complete Trip Reports, Daily Log Book entries and other required documentation. Collection of charges when applicable and accounting of all Operator incurred expenses. Maintain the cleanliness of the vehicle at all possible intervals. Assist in boarding and disembarking passengers. Loading and unloading of baggage. Perform any other duties, which fall within the scope of the Class "D" Charter Operator's vocation and are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "E" driver's license is required as a minimum. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class "D" equipment.

f) Classification F (Airside/Inter-terminal Shuttle)

Classification F consists of those Members employed primarily to operate services under an Airside/Inter-terminal

Shuttle operation.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all Customers of the Company. To operate a motor vehicle under Airside/Inter-terminal Shuttle service in a safe manner within the constraints of all applicable motor vehicle laws of the Highway Traffic Act for the province of Ontario and the rules and regulations as prescribed by the Greater Toronto Airports Authority.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Complete a Pre-Trip Inspection of their assigned vehicle. Operate the vehicle according to assigned shift work scheduled and/or as instructed by dispatch and/or an on-duty supervisor. Changes in routing may be made between the start and finish time of the assigned shift. Fuel the coach as required or directed. Maintain the cleanliness of the vehicle at all possible intervals. Perform any other duties, which fall within the scope of the Contract Shuttle Operator's vocation and are directly related to the above duties.

Know how: The incumbent requires the inter-personal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. An Ontario Class "B" driver's license with a "Z" endorsement, a Restricted Area Pass, and Airside Vehicle Operator Permit is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre equipment required for the services.

g) Classification G (Customer Service Representatives)

Classification G consists of those Members employed primarily for the distribution of tickets for passage and related services.

Purpose: To perform their duties in a safe and professional manner and to deliver Quality Customer Service to all Customers of the Company, To sell tickets, vouchers and

related services at any location or area.

Duties and responsibilities: It is the intent to provide Members with a general outline of expectations as follows: Maintain a tidy work environment. Sell tickets and/or vouchers to passengers as required and account for all cash, credit card slips, coupons, vouchers and float funds received. Perform any other duties, which fall within the scope of the Customer Service Representative's vocation and are directly related to the above duties.

Know how: The incumbent requires a minimum Grade 12 education or the equivalent in practical experience and background in Customer Service. Sales qualities and the interpersonal skills and attitude necessary to provide Quality Customer Service to all passengers in a professional manner. The incumbent must be fluent in English (written & oral) and be able to converse in French.

h) **Classification H (Spareboard)**

Classification H consists of those Members employed primarily to augment the staffing of the Classifications A through G.

Classification H (Spareboard) Members must perform the "Duties and Responsibilities" and possess the "Know How" for each Member Classification in which they work.

i) **Classification I (Part-Time Customer Service Representatives)**

Classification I consists of those Members who are employed to fill Part-Time Customer Service Representative positions and to augment Full-Time Customer Service Representatives positions.

Classification I (Part-Time Customer Service Representatives) Members must perform the "Duties and Responsibilities" and

possess the “Know How” required under Classification G (Customer Service Representatives).

j) Classification J (Part-Time Operators)

Classification J consists of those Members who are employed as operators on a Part Time basis to augment Classification H.

Classification J (Part-Time Operators) Members must perform the “Duties and Responsibilities” and possess the “Know How” for each Member Classification in which they work.

ARTICLES 6 - SENIORITY

6.01 Service Seniority - The length of service with the company commencing with the first day of paid duties under the Collective Agreement after the date of last hire.

6.02 Classification Seniority - The length of service within a specific Member Classification commencing with day of transfer or in the case of a new hire, the first day of paid duties. Classification Groups are as follows:

Group I -Classification A, B, C, D, E, F, H
Group II -Classification G

A Member’s Classification Seniority will be effective for all classifications within their respective Groups.

6.03 Service Seniority shall be used for the following:

- (A) Pay Entitlements under Articles 7;
- (B) Vacations under Articles 10;
- (C) Leave of Absence;
- (D) Permanent Lay-off;
- (E) Recall from Permanent Lay-off; and
- (F) Bumping Rights for Permanent Lay-off.

- 6.04 Classification Seniority shall be used for the following:
- (A) Filling of Vacancies;
 - (B) Shin Selection;
 - (C) Temporary Lay-off; and
 - (D) Recall from Temporary Lay-off.
- 6.05 Transfer between Member Classifications shall only be permissible when vacancies occur. Members shall be allowed to apply and be considered.
- 6.06 Members will be permitted to submit their names for consideration of transfer to other Classifications. When vacancies occur candidates will be considered.
- 6.07 A Member shall lose all seniority rights for any one or more of the following reasons:
- (A) Promotion beyond the scope of this Agreement;
 - (B) Discharge for just cause;
 - (C) Failure to return to work after recall from lay-off under Articles 6.11; and
 - (D) Voluntary Resignation.

Lay Off and Recall

- 6.08 Classification Seniority shall prevail in the event of Temporary Lay-offs, with the most junior Member in a Membership Classification being laid off first. Any Member who has been on Temporary Lay-off for more than eight (8) consecutive months shall be deemed to be on Permanent Lay-off.
- 6.09 A Member, who has been permanently laid off, may exercise their Service Seniority to bump into another Member Classification.
- 6.10 Any Member who has been on lay-off for twelve (12) consecutive months shall be removed from the Seniority List and the company

shall be under no further obligation to such Member.

- 6.11 The Company agrees to recall temporarily laid off Members on a Classification Seniority basis commencing with the last Member to be laid off. When recalling laid off Members, they shall be notified by registered mail directed to the last known address and such Member will be allowed seven days to respond to the Company. The Member must be available for duty within seven (7) days of their response.
- 6.12 Members wishing to be carried on a "Laid Off and Available List" must inform the Company, in writing, at the commencement of their Lay-off.
- 6.13 **Seniority Lists** - The Company will post and maintain Service and Classification Seniority Lists. The Service Seniority list will include: Name, Service Seniority Date, and Seniority Position. The Classification Seniority List will include: Name, Classification Seniority Date, and Seniority Position. Seniority lists will be posted semi-annually. Any member wishing to protest their seniority must do so by formally reducing their protest to writing and submitting same to their supervisor and the Association within thirty (30) days of posting of said Seniority List.
- 6.14 In the event a Full-Time Employee becomes Part-Time, the Member's Service Seniority will be recognized for the purpose of pay classification. The Member will however begin with a new seniority date effective the first day of paid duties as a Part-Time Employee.
- 6.15 In the event a Part-Time Employee becomes Full-Time, the Member will be given a new seniority date effective the first day of paid duties. The probationary period will commence simultaneously with the new hire date. For the purposes of pay classification the Member's original Service Seniority date will be recognized.

- 6.16 No Part-Time Employees shall be used when qualified Full-Time Employees are laid off and have made themselves available.

ARTICLES 7 -PAY AND WORKING CONDITIONS

- 7.01 **PAY PERIOD** - is a fourteen (14) consecutive day period beginning on a SATURDAY and ending on a FRIDAY.

- 7.02 **FREQUENCY OF PAY** - every two (2) weeks.

- 7.03 The rates of pay as described in this Agreement shall be compensation in full for all time on duty and all work performed, which shall cover all work required of a Member before, after and during their assignment. A Member's rate of pay will be determined by the classification of the work they are performing. Classifications are as outlined in Article 5.01.

7.04 HOURLY RATES OF PAY – EFFECTIVE MARCH 29, 2003

Work Classification		Full-Time								
		March 29, 2003 to March 26, 2004			March 27, 2004 to March 25, 2005			March 26, 2005 to March 31, 2006		
		Start to 1 Year	1 Year to 2 Years	After 2 Years	Start to 1 Year	1 Year to 2 Years	After 2 Years	Start to 1 Year	1 Year to 2 Years	After 2 Years
Charter										
	Hourly	\$ 11.07	\$ 11.47	\$ 12.47	\$ 11.40	\$ 11.81	\$ 12.84	\$ 11.74	\$ 12.16	\$ 13.23
Class A	Multi-day	\$ 132.88	\$ 137.67	\$ 150.00	\$ 136.87	\$ 141.80	\$ 160.00	\$ 140.98	\$ 146.05	\$ 170.00
	Hourly	\$ 9.37	\$ 9.65	\$ 10.32	\$ 9.65	\$ 9.94	\$ 10.63	\$ 9.94	\$ 10.24	\$ 10.95
Class D	Multi-day	\$ 112.52	\$ 115.83	\$ 123.90	\$ 115.90	\$ 119.30	\$ 127.62	\$ 119.38	\$ 122.88	\$ 131.45
Contract Shuttle										
AGC	Hourly	\$ 11.07	\$ 11.47	\$ 12.47	\$ 11.40	\$ 11.81	\$ 12.84	\$ 12.59	\$ 13.06	\$ 14.08
AGC*	Hourly	\$ 11.07	\$ 11.47	\$ 12.47	\$ 11.40	\$ 11.81	\$ 12.84	\$ 13.99	\$ 14.51	\$ 15.64
AO	Hourly	\$ 11.07	\$ 11.47	\$ 12.47	\$ 11.40	\$ 11.81	\$ 12.84	\$ 11.74	\$ 12.16	\$ 13.23
Airport Express										
Class A	Hourly	\$ 13.18	\$ 13.68	\$ 14.74	\$ 13.58	\$ 14.09	\$ 15.18	\$ 13.99	\$ 14.51	\$ 15.64
Class D	Hourly	\$ 10.51	\$ 10.51	\$ 10.51	\$ 10.83	\$ 10.83	\$ 10.83	\$ 11.15	\$ 11.15	\$ 11.15
Customer Service Representatives										
	Hourly	\$ 10.42	\$ 10.65	\$ 11.65	\$ 10.73	\$ 10.97	\$ 12.00	\$ 11.05	\$ 11.30	\$ 12.36
Airside & Inter-Terminal Shuttle										
	Hourly	\$ 13.18	\$ 13.68	\$ 14.74	\$ 13.58	\$ 14.09	\$ 15.18	\$ 13.99	\$ 14.51	\$ 15.64

* Note: In year three (3) any Member under Airport Group Canada and qualified for the Airside/Inter-terminal Work Classification will receive this rate of pay.

Work Classification		Part-Time								
		March 29, 2003 to March 26, 2004			March 27, 2004 to March 25, 2005			March 26, 2005 to March 31, 2006		
		Start to 1 Year	1 Year to 2 Years	After 2 Years	Start to 1 Year	1 Year to 2 Years	After 2 Years	Start to 1 Year	1 Year to 2 Years	After 2 Years
Charter										
Class A	Hourly	\$ 10.42	\$ 10.65	\$ 11.25	\$ 10.73	\$ 10.97	\$ 11.59	\$ 11.05	\$ 11.30	\$ 11.94
	Multi-day	\$ 125.09	\$ 127.74	\$ 135.02	\$ 128.84	\$ 131.57	\$ 139.07	\$ 132.71	\$ 135.52	\$ 143.24
Class D	Hourly	\$ 8.83	\$ 9.11	\$ 9.37	\$ 9.09	\$ 9.38	\$ 9.65	\$ 9.36	\$ 9.66	\$ 9.94
	Multi-day	\$ 105.90	\$ 109.21	\$ 112.52	\$ 109.08	\$ 112.49	\$ 115.90	\$ 112.35	\$ 115.86	\$ 119.38
Contract Shuttle										
AGC	Hourly	\$ 10.42	\$ 10.65	\$ 11.25	\$ 10.73	\$ 10.97	\$ 11.59	\$ 11.75	\$ 12.16	\$ 12.79
AGC*	Hourly	\$ 10.42	\$ 10.65	\$ 11.25	\$ 10.73	\$ 10.97	\$ 11.59	\$ 13.05	\$ 13.51	\$ 14.21
AO	Hourly	\$ 10.42	\$ 10.65	\$ 11.25	\$ 10.73	\$ 10.97	\$ 11.59	\$ 11.05	\$ 11.30	\$ 11.94
Airport Express										
Class A	Hourly	\$ 12.30	\$ 12.74	\$ 13.40	\$ 12.67	\$ 13.12	\$ 13.80	\$ 13.05	\$ 13.51	\$ 14.21
Class D	Hourly	\$ 9.98	\$ 9.98	\$ 9.98	\$ 10.28	\$ 10.28	\$ 10.28	\$ 10.59	\$ 10.59	\$ 10.59
Customer Service Representatives										
	Hourly	\$ 9.76	\$ 9.93	\$ 10.48	\$ 10.05	\$ 10.23	\$ 10.79	\$ 10.35	\$ 10.54	\$ 11.11
Airside & Inter-Terminal Shuttle Contract										
	Hourly	\$ 12.30	\$ 12.74	\$ 13.40	\$ 12.67	\$ 13.12	\$ 13.80	\$ 13.05	\$ 13.51	\$ 14.21

* Note: In year three (3) any Member under Airport Group Canada and qualified for the Airside/Inter-terminal Work Classification will receive this rate of pay.

OVERNIGHT RATES OF PAY

For overnight trips which return after twenty-four hundred hours (24:00) on the return date of a trip, the following additional pay schedule will apply:	
24:00 - 04:00	No remuneration
04:01 - 06:00	Hourly rate as outlined in Article 7.04. Payment will commence at 24:00 hours and go until actual return time.
After 06:00	Day rate as outlined in Article 7.04

7.05 **OVERNIGHT ALLOWANCE:** When Members are required to stay away from their home base, while performing day work, they will be paid an hourly rate of pay as outlined in Article 7.04. In addition to the hourly rate of pay, a subsistence allowance of twenty-five dollars (\$25.00) will be provided per overnight stay.

7.06 **SUBSISTENCE ALLOWANCE**

- a) Single suitable accommodation will be provided. Occasions may exist where it is required to share accommodation. Such situations will be permitted provided it is agreed to by the Company and the Association prior to departure.
- b) Overnight Per Diem On Tours - Thirty dollars (\$30.00) per calendar day in the currency of country tips are operated in.

7.07 **DAILY GUARANTEE:** When a Member is called and reports for work they shall be guaranteed four (4) hours work and/or pay for that day.

7.08 **INCENTIVE PROGRAM:** Operator Members will be provided an Incentive Program recognizing safe driving. The program will allow members to earn up to \$600.00 annually.

- 7.09 A separate list of reasonable time values will be established by the Company and the Association for specific duties.
- 7.10 A separate list of allowable times between cities and towns will be made up by the Company with input from the Association and posted.
- 7.11 **UNIFORMS :** The Company Uniform will consist of the following:

Classification	Sweater or Sweater-vest	Tie	Shirts	Blazer	Trousers	3 in 1 Coat	Wind-Breaker	Parka
Customer Service Representative	1		4		3			
Connector	1	2	5		3	1		
Airport Express	1	2	5	1	3			1
Contract Shuttle - Airport Group Canada	1	2	5		3	1		
Contract Shuttle - Air Ontario	1	2	5	1	3			1
Airside / Inter-Terminal	1	2	5		3		1	1
Charter	1	2	5	1	3			1

The Company will defray fifty percent (50%) and the Member will defray fifty percent (50%) of the cost of the first uniform. Should, at any time, a Member leave the employ of the Company, uniforms will be returned to the Company. All non-crested uniform components shall remain the property of the Member.

After one year of service, uniform Components will be replaced at the Company's discretion with the Company bearing the full cost for replacement.

The quantity and type of uniforms may be altered from time to time.

7.12 TRAINING

- a) Mandatory Training and Mandatory Meetings will be paid to

existing Members at a rate of \$7.00 per hour. These earnings will be paid through normal payroll. In addition, Members will earn \$3.00 per hour on these hours. These earnings will accrue and be paid on demand effective the first pay period in December. Members must be employed with the Company or on Temporary Lay-off on December 1 of each year to qualify to receive the accrued earnings.

- b) Should a meeting interfere with a Members regular assignment, they will be remunerated at their regular rate of pay. The Company will endeavour to schedule such programs as to not interfere with Members' regular assignment and will provide adequate notice to all Members required to participate.

7.13 COMPANY/ASSOCIATION MEETINGS: For any meeting called by the Company with the Association Executive Committee, the Company will be responsible for 50% of the attending Member's lost hours due to attendance. Members attending on a day off will be guaranteed four hours pay at their regular rate of pay. For the purpose of this clause Charter Operators rate of pay will be calculated using the appropriate day rate.

7.14 CONTINUING EDUCATION: With the Company's prior approval, the Member will be compensated 50% of course fees which they have taken and successfully completed in order to improve themselves and the performance of their duties.

ARTICLES 8 - HOURS OF WORK

8.01 Dispatch rules may be altered from time to time with consultation from the Association. When ever possible, changes will be posted giving 30 days notice.

8.02 Members may elect to bank hours into a time bank at straight time. Banked hours may be used to offset hours lost due to illness or time

off mutually agreed upon by the Member and the Company. Banked hours will be paid at straight time and shall not be used in the calculation of hours eligible for overtime. Members will be able to accrue as follows:

Members in Scheduled Service Classifications A, C, D, F, G 300 Hours

Members in Charter Classifications B, E, H 600 Hours

- 8.03 Annual Averaging covers those Members, which work irregular shifts. Modified Work Schedule covers those Members, which work regular, pre-established schedules.
- 8.04 Seniority rights shall prevail to allow Members to work in excess of standard hours. Hours worked in excess of standard hours shall be paid at straight time. The Canada Labour Standards Regulation will be the determining document.
- 8.05 The Company will not promote overtime nor will any Members be forced to work overtime or forced to work on a scheduled day off unless they are the available junior Member in the applicable Member Classification. Should a Member Classification be exhausted, the next available qualified Member will be forced in reverse service seniority. Members forced to work outside their classification will be remunerated at the greater of their normal rate of pay or the classification in which they were forced.

ARTICLE 9 – STATUTORY HOLIDAYS

- 9.01 Members covered by this agreement shall be compensated for Statutory Holidays as follows:
 - a) Members shall be paid at one and one half times their regular rate of wages for the time that the Member worked on that day; plus

- b) Members who have worked 15 days in the last 30 calendar days prior to the Statutory Holiday will be compensated as follows:
- i) Members starting and ending their shift on a Statutory Holiday will be compensated for those hours worked at their regular rate of pay; or
 - ii) All other Members will be compensated for 8 hours at their regular rate of pay.

9.02 Statutory Holidays are designated under the Canada Labour Code as follows:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

ARTICLES 10 - VACATIONS

10.01 Vacation periods shall be January 1 to December 31.

10.02 VACATION ENTITLEMENTS

LENGTH OF SERVICE SENIORITY	VACATIONS TIME ENTITLEMENT	VACATION ACCRUAL RATE
LESS THAN FIVE (5) YEARS	TWO (2) WEEKS	4% OF GROSS EARNINGS
FIVE (5) YEARS LESS THAN TEN (10) YEARS	THREE (3) WEEKS	6% OF GROSS EARNINGS
TEN (10) YEARS LESS THAN FIFTEEN (15) YEARS	FOUR (4) WEEKS	8% OF GROSS EARNINGS
FIFTEEN (15) YEARS LESS THAN TWENTY (20) YEARS	FIVE (5) WEEKS	10% OF GROSS EARNINGS

TWENTY (20) YEARS OR GREATER	SIX (6) WEEKS	12% OF GROSS EARNINGS
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ARTICLES 11 - BENEFITS

- 11.01 The Medical and Group Insurance Package shall be as agreed to by the Company and the Association. The cost of the said Package shall be borne seventy percent (70%) by the Company and thirty percent (30%) by the Member.
- 11.02 The Company will offer a Registered Retirement Savings Plan for each Full-Time Employee covered under this Agreement and contribute \$11.00 biweekly to that Plan, except for employees on Temporary Lay-off. All contributions and/or accruals will commence after six (6) months of Full-Time employment. Eligible Members may contribute to the Plan at any time.
- 11.03 **LAY OFF COVERAGE:** During periods of Lay-off, Members will be permitted to maintain allowable employee group benefits. The full cost to be borne by the Member.
- 11.04 **BEREAVEMENT LEAVE:** Full-time Members who have completed three months or more of continuous service with the

Company shall be entitled to bereavement leave as follows:

When death occurs to a Full-Time Member's immediate family, the employee will be granted, upon request, an appropriate leave of absence. If the employee attends the funeral, they shall be compensated for the hours lost from their regular schedule on the day prior to, the day of and the day after the funeral. Members without regularly scheduled hours will be compensated eight (8) hours per day for the applicable days. Members with regular scheduled hours will be compensated for the scheduled hours missed for the applicable days.

Immediate Family means, in respect of an employee,

- (a) the spouse of the employee, including a common-law spouse;
- (b) the father and mother of the employee and the spouse of the father or mother, including a common-law spouse;
- (c) the children of the employee or spouse;
- (d) the brothers, sisters, brother-in-law and sister-in-law of the employee;
- (e) the father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common-law spouse;
- (f) grand parents;
- (g) any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- 11.05 **LEAVE OF ABSENCE:** A requested Leave of Absence shall be in writing and will consist of a maximum of thirty (30) days. Any Leave of Absence over thirty (30) days shall be in writing and agreed upon by the Association, the Company and the Member concerned. The Company will advise the Association in writing of all leaves and their expected duration.
- 11.06 Any Company requested physical or medical examination shall be promptly complied with by all Members, providing however, the Company shall pay for such physical or medical examination if the said medical is not covered by the provincial health plan. The Company will remunerate the Member for the aforesaid medical at a rate equivalent to two- (2) hour's pay.
- 11.07 Full-Time Employees who have completed probation are entitled to regular wage reimbursement for lost time due to Jury Duty to a maximum of 14 paid days.

ARTICLES 12 - DISCIPLINARY ACTION

- 12.01 In the event disciplinary action is necessary, Members shall be notified within seven (7) days of the Company becoming aware of the matter. Disciplinary action **must** be consistent with all cases. Disciplinary action, if taken, **must** be given within twenty-one (21) days of the incident. In the case of an accident, this period may be extended by written notice to the Association.
- 12.02 Member will receive a copy of any disciplinary record placed on their file, including written reprimands with a copy to the Association. Letters of reprimand or discipline more than two years old from the date of incident shall be removed from a Member's personnel file.

ARTICLES 13 - GRIEVANCE PROCEDURE

- 13.01 Members will be entitled to representation by a Shop Steward or Association representative at all levels. Members must attend hearings at all steps. All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided in this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: (Verbal) Within ten (10) days of grievance occurrence.

Any grievance of a Member shall first be discussed between the Member and the Company Representative.

Step 2: Within ten (10) days of the Company's response at Step 1.

Failing settlement under Step 1, the Grievance and any questions, disputes, or controversy that is not of a kind that is subject to Step 1, the grieving party shall reduce their grievance to writing and it will be referred to and taken up between the Shop Steward or other bargaining representative of the Association and the Company's General Manager, or representative. A date for the hearing between the

two panics will be arranged within ten (10) days of receipt of the Grievance. Within ten (10) days of the hearing, the Company will respond in writing, to the Member and the Association.

Step 3: Within ten (10) days of the Company's written response at Step 2. Failing settlement under Step 2, the Grievance will be taken up in presentation to a Board consisting of two (2) Association Members selected by the Association and two (2) Company Members appointed by the General Manager. A date for the presentation between the two parties will be arranged within ten (10) days of receipt of notice to proceed to Step 3. Within ten (10) days of the presentation, the Company will respond in writing, to the Member and the Association.

Step 4: Within twenty-eight (28) days of the Company's written response at Step 3. The Association will advise in writing of their intent to proceed to Arbitration. Failing settlement under Step 3 and within twenty-eight (28) days of the Association making their intentions known, the matter will be referred to an agreed upon neutral Arbitrator. Failing to agree upon a neutral Arbitrator, Labour Canada will immediately be requested to appoint an Arbitrator. The Arbitrator's decision will be final and binding and will be applied forthwith. The cost of the Arbitrator will be borne equally by the Association and by the Company. Any and all time limits, within the grievance procedure, may be altered pending mutual agreement, in writing, between the Association and the Company.

ARTICLES 14 - GENERAL

14.01 There shall be no Strikes or Lockouts during the term of this Agreement.

ARTICLES 15 - TERM

15.01 This Agreement shall be in full force and effect as of the 29th Day of MARCH 2003, and continue in full force and effect through the 31st Day of MARCH 2006.

15.02 Either party may, by mutual consent, and ratification by the General Membership of the PWTDA, amend specific clauses in this Agreement prior to contract expiry. Intent to renegotiate this Agreement must be in writing to the other party not less than sixty (60) days prior to the expiration of this Agreement.

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- 15.03 If notice to negotiate has been given by either party prior to date of such termination, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the expiry date.

DEFINITIONS

CLASS A Refers to those vehicles defined as Class A under regulation 982 of the Public Vehicles Act.

CLASS D: Refers to those vehicles defined as Class D under regulation 982 of the Public Vehicles Act.

LETTER OF UNDERSTANDING - I

Re: Article 3.03

The parties acknowledge that the first obligation when assigning work in following with this Agreement is to Full-time employees.

Further, it is acknowledged that Part-Time employees are required to augment seasonal and periodic peaks placed on our operation and to cover certain shifts, which do not provide for enough hours to support Full-Time employees.

Given the above, the company will attempt to maintain a ratio, which would see Part-Time employees not exceed 50% of Full-Time Members in a particular Membership Classification.

LETTER OF UNDERSTANDING - II

Re: Article 6.02

There shall be no grandfathering of Classification Seniority for Members who have already transferred from operating Class "D" equipment to Class "A" equipment, except for those operators who have transferred into Class "A" equipment after March 27, 1999.

LETTER OF UNDERSTANDING - III

The company commits to meet with the Association and develop an Incentive Program for Customer Service Representatives. The potential for earnings in the plan will be consistent with the earnings detailed in the Operators' Incentive (Article 7.08).

LETTER OF UNDERSTANDING – 1V

Banked Hours accrued under the previous Collective Agreement will be paid out inclusive of 4% Statutory Pay.

COVENANTS

Covenants to the Contract Commencing March 29, 2003 to March 31, 2006 include the following:

1. Renewed and Future Contracts


During the term of this agreement, as contracts renew and potential new contracts are bid, the company commits to bid the contracts with consideration given to increased Driver wage components of the contracts.

2. Group Insurance Plan

Home and Automobile Insurance coverage will **be** offered to **all** members in **all** Work Classifications, including immediate family members living with the Member, through a Group Insurance Plan, contributing to individual savings on existing insurance plans.

Signed this 7th Day of April, 2003

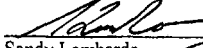
FOR THE FIRST PART:
P. W. TRANSPORTATION LTD.



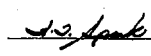
Mark C. Hannah




Jim Pattison



Sandy Lombardo



Terry Spark



Dean Wright

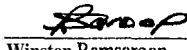
FOR THE SECOND PART:
P. W. TRANSPORTATION DRIVERS' ASSOCIATION



Stephen O'Donnell



John Karahalios



Winston Ramsaroop



Christopher Farrar