

# AGREEMENT

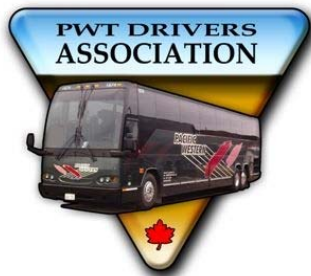
*BETWEEN*

**P. W. TRANSPORTATION LTD.**



*AND*

**P. W. TRANSPORTATION DRIVERS' ASSOCIATION**



January 1, 2013 to December 31, 2015

**TABLE OF CONTENTS**

ARTICLES 1 - SCOPE OF THIS AGREEMENT..... 3

ARTICLES 2 - ASSOCIATION SECURITY ..... 3

ARTICLES 3 - FULL-TIME/PART-TIME DEFINITION..... 5

ARTICLES 4 - MANAGEMENT RIGHTS..... 6

ARTICLES 5 - MEMBER CLASSIFICATION..... 6

ARTICLES 6 - SENIORITY ..... 15

ARTICLES 7 - PAY AND WORKING CONDITIONS ..... 18

ARTICLES 8 - HOURS OF WORK ..... 23

ARTICLE 9 – STATUTORY HOLIDAYS..... 24

ARTICLES 10 - VACATIONS..... 25

ARTICLES 11 - BENEFITS..... 26

ARTICLES 12 - DISCIPLINARY ACTION..... 28

ARTICLES 13 - GRIEVANCE PROCEDURE..... 29

ARTICLES 14 - GENERAL ..... 30

ARTICLES 15 - TERM ..... 30

DEFINITIONS ..... 32

LETTER OF UNDERSTANDING - I..... 33

LETTER OF UNDERSTANDING - II..... 33

LETTER OF UNDERSTANDING - III..... 33

LETTER OF UNDERSTANDING - IV ..... 34



## **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 15<sup>th</sup> 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-I).

### **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. If the Part-Time Employee has completed 1,200 hours of work in the past 24 months, the probationary period will be waived.

#### **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 thirteen (13) Membership Classifications. The Member Classifications are as follows:

a) **Classification A (Charter - Class "A")**

Classification A 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. The incumbent must have the ability to enter and operate a commercial motor vehicle in the United States of America.

b) **Classification B (Airport Express – Class “A”)**

Classification B 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.

c) **Classification C (Airport Express Connect )**

Classification C 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 Connect in a safe manner and within the constraints of all applicable motor vehicle laws of the Highway Traffic Act for the province of Ontario.

**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 immediately prior to returning to the yard. Sell tickets to passengers as required and account for all credit card slips, coupons, vouchers and float funds received (No cash sales). 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 Connect Operator's vocation and are directly related to the above duties.

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

d) **Classification D (Porter Airlines Shuttle)**

Classification D consists of those Members employed primarily to operate services classified as the Porter Airlines 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 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 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. 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 Porter Airlines Shuttle 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.

e) **Classification E (Yellow School Bus Operators)**

Classification E consists of those Members employed primarily to operate Class “D” Yellow School Buses to augment the charter division.

**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 school bus 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 Yellow School Bus 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 is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class "D" equipment. The incumbent must have the ability to enter and operate a commercial motor vehicle in the United States of America.

f) **Classification F (Seneca Student Shuttle)**

Classification F consists of those Members employed primarily to operate services classified as the Seneca Student Shuttle utilizing Class "D" Yellow School Buses

**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 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. 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 Seneca Student Shuttle 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 is required. The incumbent must also demonstrate the ability to competently operate and manoeuvre Class “D” equipment.

**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 inter-personal 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 (Transitional)**

Classification H consists of those Members employed to augment the staffing of Classifications A (Charter – Class “A”).

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

Upon completing five (5) years of seniority within Classification H, Members will be transferred to Classification L (Part-Time Operator).

i) **Classification I (Mobile Ticket Agents)**

Classification I consists of those Members employed primarily for the mobile 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.

**Duties and responsibilities:** It is the intent to provide Members with a general outline of expectations as follows: Sell tickets and/or vouchers to passengers as required and account for all, credit card slips, coupons, vouchers and float funds received (no cash sales). Perform any other duties, which fall within the scope of the Mobile Ticket Agents’ 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).

**j) Classification J (Spareboard)**

Classification J consists of those Members employed primarily to augment the staffing of the Classifications A through I.

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

**k) Classification K (Part-Time Customer Service Representatives)**

Classification K 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 K (Part-Time Customer Service Representatives) Members must perform the “Duties and Responsibilities” and possess the “Know How” required under Classification E (Customer Service Representatives).

**l) Classification L (Part-Time Operators)**

Classification L consists of those Members who are employed as operators on a Part Time basis to augment all Operator Classifications.

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

**m) Classification M (Part-Time Mobile Ticket Agents)**

Classification M consists of those Members who are

employed to fill Part-Time Mobile Ticket Agent positions and to augment Full-Time Mobile Ticket Agent positions.

Classification M (Part-Time Mobile Ticket Agent) Members must perform the “Duties and Responsibilities” and possess the “Know How” required under Classification J (Mobile Ticket Agents).

## **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, and J

Group II -Classification G and I

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) Shift Selection;
- (C) Charter Work Assignments as per Dispatch Rules;
- (D) Temporary Lay-off; and
- (E) 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;
- (D) Voluntary Resignation; and
- (E) Permanent Lay-off.

### **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, after having received a minimum of two (2) weeks' notice or two (2) weeks' pay in lieu of notice of said lay off. Any Member who has been on Temporary Lay-off for more than six (6) consecutive months shall be deemed to be on Permanent Lay-off.

6.09 A Member, who has been notified of permanent lay-off, may exercise their Service Seniority to bump into another Member

Classification in which they are able to be qualified under Articles 5 – Member Classifications.

- 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 SUNDAY and ending on a Saturday.
- 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 Rate of Pay

<b>Seniority</b>	<b>Charter Class "A"</b>		<b>Airport Express Class "A"</b>	<b>Airport Express Connect</b>	<b>Porter Class "A"</b>	<b>Yellow School Bus</b>	<b>Seneca Student Shuttle</b>	<b>Customer Service Rep.</b>	<b>Mobile Ticket Agents</b>
	<b>Hourly</b>	<b>Day Rate</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>

<b>Work Classification - Full-Time</b>									
<b>January 1, 2013 to December 31, 2013</b>									
<b>Start to Year 1</b>	\$14.01	\$165.07	\$16.70	\$14.01	\$16.70	\$13.60	\$14.01	\$13.19	\$11.22
<b>After 1 Year</b>	\$15.80	\$199.04	\$18.68	\$15.80	\$18.68	\$15.03	\$15.80	\$14.75	\$11.45
<b>January 1, 2014 to December 31, 2014</b>									
<b>Start to Year 1</b>	\$14.29	\$168.37	\$17.03	\$14.29	\$17.03	\$13.87	\$14.29	\$13.45	\$11.44
<b>After 1 Year</b>	\$16.12	\$203.02	\$19.05	\$16.12	\$19.05	\$15.33	\$16.12	\$15.05	\$11.68
<b>January 1, 2015 to December 31, 2015</b>									
<b>Start to Year 1</b>	\$14.65	\$172.58	\$17.46	\$14.65	\$17.46	\$14.22	\$14.65	\$13.79	\$11.73
<b>After 1 Year</b>	\$16.52	\$208.10	\$19.53	\$16.52	\$19.53	\$15.71	\$16.52	\$15.43	\$11.98

<b>Work Classification - Part-Time</b>									
<b>January 1, 2013 to December 31, 2013</b>									
<b>Start to Year 1</b>	\$13.60	\$165.07	\$16.14	\$13.60	\$16.14	\$13.19	\$13.60	\$12.78	\$11.22
<b>After 1 Year</b>	\$15.03	\$199.04	\$17.82	\$15.03	\$17.82	\$14.26	\$15.03	\$14.01	\$11.45
<b>January 1, 2014 to December 31, 2014</b>									
<b>Start to Year 1</b>	\$13.87	\$168.37	\$16.46	\$13.87	\$16.46	\$13.45	\$13.87	\$13.04	\$11.44
<b>After 1 Year</b>	\$15.33	\$203.02	\$18.18	\$15.33	\$18.18	\$14.55	\$15.33	\$14.29	\$11.68
<b>January 1, 2015 to December 31, 2015</b>									
<b>Start to Year 1</b>	\$14.22	\$172.58	\$16.87	\$14.22	\$16.87	\$13.79	\$14.22	\$13.37	\$11.73
<b>After 1 Year</b>	\$15.71	\$208.10	\$18.63	\$15.71	\$18.63	\$14.91	\$15.71	\$14.65	\$11.98

## **Commissions**

Airport Express Connect Operators shall receive an additional Commission of \$1.00 per ticket they are responsible for selling.

Mobile Ticket Agents shall receive an additional commission on Daily Gross Sales as follows:

1. 2% from \$0 to \$500;
2. 3% from \$501 to \$1,000; and
3. 4% over \$1,000.

All sales will be validated through Mobile Ticketing Machines.

## **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 thirty (\$30.00) dollars 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-five dollars (\$35.00) per calendar day in the currency of country trips 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 **CANCELLATION GUARANTEE:** Should any member report to their pickup location and the trip has been cancelled, the member shall be remunerated their full days pay or, in the case of a multi-day charter two (2) Day Rates; less other work assignments substituted.

7.09 **INCENTIVE PROGRAM:** Operator Members will be provided an Incentive Program recognizing safe driving. The program will allow members to earn up to \$720.00 annually.

7.10 **INCENTIVE PROGRAM:** Classification G (Customer Service Representatives) will be provided an Incentive Program recognizing return sales versus one-way sales. The program will allow members to earn up to \$620.00 annually.

7.11 A separate list of reasonable time values will be established by the Company and the Association for specific duties.

7.12 A separate list of allowable times between cities and towns will be made up by the Company and the Association and posted.

**7.13 UNIFORMS:** The Company Uniform will consist of the following:

Classification	Sweater or Sweater-vest	Tie / Scarf	Shirts	Blazer	Trousers	Parka
Customer Service Representative	1	2	5		3	1
MTA			2			
Airport Express and Airport Connect	1	2	5		3	1
Charter, Porter Airline Shuttle, Transitional, Seneca and Yellow School Bus	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.

**7.14 TRAINING / MANDATORY MEETINGS**

- a) Mandatory Training and Mandatory Meetings will be paid to existing Members at their regular rate of pay.

- 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.

7.15 **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.

7.16 **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. Whenever 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 B, C, D, F, G, and I

300 Hours

Members in Charter Classifications A, E, H, and J

600 Hours



8.03 Annual Averaging covers those Members, who work irregular shifts. Modified Work Schedule covers those Members, who 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.

8.06 Members working under the Agreement will be regulated by:

- a) Canada Occupational Health and Safety Regulations;
- b) Federal Motor Carrier Safety Regulations; and
- c) Any other Act or Regulation that governs the conduct and health of a Member while driving a bus in any jurisdiction in North America.

8.07 The Company will be regulated by the Personal Information Protection and Electronic Documents Act (PIPEDA).

## **ARTICLE 9 – STATUTORY HOLIDAYS**

9.01 Payment for all Statutory Holidays shall be in an amount equal to four percent (4.4%) of the Gross Earnings (excluding Vacation Pay) of Full-Time Employees, payable each pay period. All Full-Time Members shall be entitled to Eleven (11) Statutory Holidays. The said Statutory

Holidays are:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

9.02 Part-Time Employees covered by this agreement shall be compensated for Statutory Holidays as per the Canada Labour Code.

## **ARTICLES 10 - VACATIONS**

10.01 Vacation periods shall be January 1 to December 31.

### **10.02 VACATION ENTITLEMENTS**

<b>LENGTH OF SERVICE SENIORITY</b>	<b>VACATIONS TIME ENTITLEMENT</b>	<b>VACATION ACCRUAL RATE</b>
LESS THAN FOUR (4) YEARS	TWO (2) WEEKS	4% OF GROSS EARNINGS
FOUR (4) YEARS LESS THAN NINE (9) YEARS	THREE (3) WEEKS	6% OF GROSS EARNINGS
NINE (9) YEARS LESS THAN THIRTEEN (13) YEARS	FOUR (4) WEEKS	8% OF GROSS EARNINGS
THIRTEEN (13) YEARS LESS THAN EIGHTEEN (18) YEARS	FIVE (5) WEEKS	10% OF GROSS EARNINGS
EIGHTEEN (18) YEARS OR GREATER	SIX (6) WEEKS	12% OF GROSS EARNINGS

10.03 Vacations as set out above may be taken at such times, in such numbers and under such conditions as set out within the various regulations which may be amended from time to time by the parties hereto.

- 10.04 Order of preference of vacation selection time shall be given within the classification based on the Service Seniority of the Members.
- 10.05 Vacation weeks shall coincide with pay periods, starting on Sunday and ending on Saturday.
- 10.06 Vacations, once approved by the company, cannot be rescinded without the consent of the Member.
- 10.07 Maximum Vacation Accrual cannot exceed three (3) years. Distribution will be in consultation between the Member and the Company.

## **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 as per schedule below 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.

<b>Bi-Weekly Contribution</b>	<b>January 1, 2013 December 31, 2013</b>	<b>January 1, 2014 to December 31, 2014</b>	<b>January 1, 2015 to December 31, 2015</b>
Employer Only	\$38.46 / \$1,000 annually prorated Bi- Weekly	\$38.46 / \$1,000 annually prorated Bi- Weekly	\$38.46 / \$1,000 annually prorated Bi- Weekly
Employer/Employee Matching	N/A	Up to \$19.23 / \$500 annually prorated Bi- Weekly	Up to \$28.85 / \$750 annually prorated Bi- Weekly

**11.03 LAID 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 travelling outside of province shall receive an additional two (2) days. 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 and grand children;
- (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, medical, or Drug and Alcohol test shall be promptly complied with by all Members, providing however, the Company shall pay for such physical, medical, or Drug and Alcohol test if the said appointment is not covered by the provincial health plan. The Company will remunerate the Member for the aforesaid appointment 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 or Court Ordered appearances, relative to the performance of their duties, to a maximum of 14 paid days.
- 11.08 Medicals required to maintain an Ontario Class B Licence required under Article 5 will be reimbursed up to \$100.00 by the Company upon submission of supporting documentation.
- 11.09 Where a Member is required to maintain a Passport as part of their responsibilities that member shall be reimbursed the standard fee upon submission of valid receipts upon expiry of previous passport.

## **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, if taken, must be consistent with all cases. Disciplinary action, if taken, must be given within thirty (30) days of the incident. Disciplinary action taken after thirty (30) days of the incident shall be "null and void" and be removed from the employee's file. In the case of an accident, this period may be extended by written notice to the Association.

Notwithstanding the above clause, in cases where it can be reasonably characterized as criminal and/or grossly negligent the above time limits shall not apply.

- 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.
- 12.03 A Member is entitled to Association Representation and may request that an Association Representative be made available to attend any meeting between the Company and the Member.
- 12.04 In cases of customer complaints that may lead to disciplinary action, the complaint must be received from the complainant in writing or any discipline received as a result will be “null and void”.

## **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 grieved issue occurrence.**

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

**Step 2: Within five (5) 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 parties will be arranged within five (5) days of receipt of the Grievance, said hearing must be held with fourteen (14) days. Within five (5) days of the hearing, the Company will respond in writing, to the Member and the Association.

Collisions and Terminations will automatically proceed to Step 3.

**Step 3: Within five (5) 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 five (5) days of receipt of notice to proceed to Step 3; said presentation must be with fourteen (14) days. Within five (5) 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 1<sup>st</sup> Day of JANUARY 2013, and continue in full force and effect through the 31<sup>st</sup> Day of December 2015.

- 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.
- 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.

The company will maintain a ratio, which would see Part-Time employees not exceed 50% of Full-Time Members.

## **LETTER OF UNDERSTANDING - II**

### **Re: DriveCam**

The DriveCam unit will be mounted on the passenger side window above the windshield wiper near the windshield centre divide. The interior lens will be pointed away from the driver toward the centre of the bus passenger area and capture the drivers head rest when activated.

## **LETTER OF UNDERSTANDING - III**

The Company acknowledges that current staffing levels of Members under Classification G (Customer Service Agents) will not be reduced as a result of the employment of Mobile Ticket Agents. Furthermore no open CSR shift will be filled by a Mobile Ticket Agent when qualified members are available to work.

## LETTER OF UNDERSTANDING - IV

### **Re: Retroactive Pay**

All Articles under the Agreement will become effective upon ratification.

Notwithstanding the above, the following articles will be retroactive from January 1, 2013:

- a) Article 7.04      Hourly Rate of Pay; and
- b) Article 11.02    RRSP.

Changes to Medical and Group Insurance Plan will be implemented in consultation between Sun Life, the Company, and the Association.

Payment for the retroactive pay will be made within the first 2 pay periods after ratification.

Eligible Members for retroactive pay are those that are employed with the company at the time of payout.

## **COVENANTS**

Covenant to the Contract Commencing January 1, 2013 to December 31, 2015 include the following:


### **1. Renewed and Future Contracts**

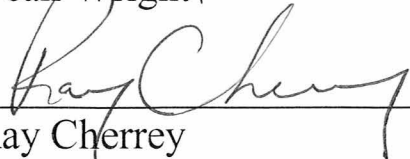
During the term of this agreement, as contracts renew and potential new contracts are bid, the company commits to bid the contracts with consideration given to increased Driver wage components of the contracts.

Signed this 24<sup>th</sup> Day of January 2013.

*FOR THE FIRST PART:*

**P. W. TRANSPORTATION LTD.**

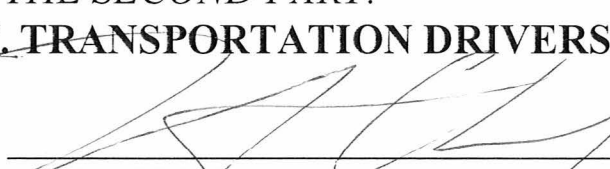
  
\_\_\_\_\_  
Dean Wright

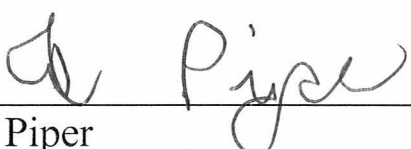
  
\_\_\_\_\_  
Ray Cherrey

  
\_\_\_\_\_  
Sandy Lombardo

*FOR THE SECOND PART:*


**P. W. TRANSPORTATION DRIVERS' ASSOCIATION**

  
\_\_\_\_\_  
Michael Nash

  
\_\_\_\_\_  
Robert Piper

  
\_\_\_\_\_  
Iona Sedore

  
\_\_\_\_\_  
Chris Farrar

  
\_\_\_\_\_  
John Karahalios

## **ADDENDUM 1**

*THE ADDENDUM CONTAINED HEREIN IS A SUPPLEMENTAL TO THE AGREEMENT ENTERED INTO BY:*

**P.W. TRANSPORTATION LTD.**

*AND*

**P.W. TRANSPORTATION DRIVERS' ASSOCIATION**

*SIGNED UNDER THE DATE OF THE 1<sup>ST</sup> DAY OF FEBRUARY 2013 AS AUTHORIZED BY THE DULY RECOGNIZED SIGNATORIES.*

*THE ADDENDUM IS AS THE RESULT OF THE ADDITION OF A GROUNDSIDE OPERATION COMMENCING MARCH 18, 2013.*

*THE AGREEMENT WILL BE ADOPTED IN WHOLE, AS WRITTEN WITH EXCEPTION OF THE NOTED CHANGES.*

### **ARTICLES 5 - MEMBER CLASSIFICATION**

5.01 The Company will maintain fourteen (14) Membership Classifications. The Member Classifications are as follows:

**n) Classification N (Groundside Shuttle)**

Classification N consists of those Members employed primarily to operate services under a Groundside 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 Groundside 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 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 immediately prior to returning to the yard as required. Maintain the cleanliness of the vehicle at all possible intervals. Follow all GTAA policy, procedure and directives. Perform any other duties, which fall within the scope of the Groundside 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" or "C" driver's license with a "Z" endorsement is required. The incumbent must also demonstrate the ability to operate and manoeuvre equipment required for the services.

6.17 New Members hired for Groundside Shuttle will be considered "Contract Employees" and their employment with the Company will cease upon completion of the Shuttle Contract with the GTAA (currently expected to be October 31, 2013 but subject to change). Members transferring into Classification N shall not cease employment

upon completion of the contract but will retain all bumping rights at the end of the Shuttle Contract currently under the Agreement.

**7.03 Hourly Rate of Pay**

Groundside Shuttle - \$ 19.00 per hour

7.09 Contract Employees will be provided an Incentive Program recognizing safe driving. Each Contract Employee will earn an award of 3% of Regular wages for driving without a preventable accident and/or without having a CVOR point infraction. The Member will be compensated upon completion of Employment. Awards will be lost in the event of a preventable accident or CVOR point infraction. Member must be employed through to the end of the Groundside Shuttle Contract and must not be absent any greater than 3 days during the term with the exception of Bereavement Leave, Jury Duty, approved Requested Days Off (RDO's), Association Business, Lay-Off, WSIB, Short-term Disability and/or Leave of Absence.

7.07 **UNIFORMS:** The Company Uniform will consist of the following:

Classification	Sweater or Sweater-vest	Tie / Scarf	Shirts	Blazer	Trousers	Parka
Groundside Shuttle	1	2	5	-	3	-

The Company will pay One Hundred percent (100%) 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.



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

7.17 **Retention/ Severance Bonus:** Contract Employees shall accrue 15% of Regular Wages each pay towards a payout at the end of the Groundside Shuttle Contract. The payment will cover all obligations under the Canada Labour Act including payment in lieu of notice and Severance. The Company and the Association shall be under no further obligation to the Member. Contract Employees terminated with just cause or resigning prior to the end of the contract shall not be eligible for any payout.

11.02.01 Contract Employees are not eligible for the Registered Retirement Savings Plan.

Signed this 1<sup>st</sup> Day of February 2013.

*FOR THE FIRST PART:*

**P W TRANSPORTATION LTD.**

  
\_\_\_\_\_  
Dean Wright

*FOR THE SECOND PART:*

**P.W. TRANSPORTATION DRIVERS' ASSOCIATION**

  
\_\_\_\_\_  
Michael Nash