

# COLLECTIVE AGREEMENT

BETWEEN

**First**  Student Canada  
Newmarket Branch

AND

**Amalgamated Transit Union**

**Local 1587**

**13825 (01)**



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Newmarket Branch**

(hereinafter referred to as the "Company")

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**Amalgamated Transit Union  
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## **ARTICLE 1 – PREAMBLE AND PURPOSE**

The Company and the Union agree that the purpose and intent of this Agreement is to promote and establish co-operation and harmony, to recognise mutual interests, to provide a channel through which information may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency of operations and service to the public and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement for the expedition and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

The Company recognizes the Union as the sole and exclusive Collective Bargaining agent for all employees in the First Student Canada., Newmarket Branch, employed under the contract with The Regional Municipality of York, excluding management, inspectors, supervisors, maintenance, office and sales staff, students and temporary employees. Excluded from the bargaining unit description are casual employees who have no guaranteed hours per week or month with the Company and who work sporadically only when called in.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 – Full-Time Employee**

A “full-time employee” is one who is normally scheduled to work more than thirty-six (36) hours in a week on a regular basis.

### **3.02 – Spare-Employee**

A “spare employee” is one who is guaranteed to work a minimum of twenty-four (24) hours in a week on a regular basis, provided they report for all assigned work.

## **ARTICLE 4 – MEMBERSHIP IN THE UNION**

### **4.01 – Requirement**

Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be denied for reasons covered under the Canadian Human Rights Code.

### **4.02 – Authorisation Card**

Each new employee when hired by the Company will be required to sign an authorisation card (supplied by the Union) for the purpose of becoming a union member and authorising the Company to deduct monthly union dues, as a condition of their continued employment with the Company.

### **4.03 – Condition of Employment**

All full-time and spare employees coming within the scope of this Agreement must become and remain members of the Union not later than the completion of their probationary



period as a condition of their continued employment with the Company.

## **ARTICLE 5 – CHECK OFF OF UNION DUES**

### **5.01 – Pay Period Deductions**

- a) The Company shall deduct in each pay period from the wages of employees who are in the bargaining unit, such dues as may be adopted and designated by the Union.
- b) Deductions of Union dues shall commence upon completion of the probationary period of employment.
- c) Employees who commence employment after January 1, 2006, will be required to pay initiation fees at the commencement of revenue service in four (4) equal instalments.

### **5.02 – Changes to Deductions**

The Union shall notify the Company in writing of the amount of such dues and initiation fees. The Union shall notify the Company in writing of any changes in these amounts at least thirty (30) days prior to the intended change.

### **5.03 – Remittance Requirement**

The Company shall remit such deductions on behalf of the Union to such financial institution as set out by the Union in writing and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days following the month in which the deductions were made.

#### **5.04 – Deductions Required**

Only payroll deductions now or hereafter required by law or monies due or owing to the Company by an employee, or deductions for group insurance, shall be made from wages prior to the deduction of Union dues.

#### **5.05 – Statement/Dues Remittance Timelines**

The amount of Union dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be provided by the Company to the Union executive not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

#### **5.06 – Deduction Acknowledgement**

The Union shall indemnify and save harmless the Company, and/or its' agents from any losses, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.

### **ARTICLE 6 – UNION MEETINGS**

The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Company, or during working hours except as permitted by this Agreement. It is further understood that no meetings of the Union or its members will be held on the premises of the Company at any time without prior approval of the Company.

## **ARTICLE 7 – RESERVATION OF MANAGEMENT RIGHTS**

### **7.01 – Subject to Terms of this Collective Agreement**

Subject to the terms of this Collective Agreement, it is the right of the Company:

- a) To operate and manage its business in all respects in accordance with its obligations;
- b) To direct the workforce of the Company, to maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations to be observed by the employees;
- c) The Union acknowledges further, that it is the function of the employer to hire, promote, demote, transfer and lay-off employees and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict with the provisions of the Agreement, shall be subject to the provisions under the grievance procedure, as set out in this Agreement.

### **7.02 – Explanation and Notification of Rules and/or Regulations**

Copies of all local rules and/or regulations established by the Company, which affect the members of this Union shall be forwarded to the Union prior to implementation. It is recognised and agreed that employees are required to follow all Company rules, regulations and policies and, that failure to do so may result in disciplinary action up to and including

dismissal. The Company will explain rules relied upon to the employees.

### **7.03 – “BZ” Condition of Employment**

It is a condition of employment for a driver that she/he holds a valid Ontario Class “BZ” driver’s license.

## **ARTICLE 8 – WORKPLACE HARASSMENT**

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Federal Jurisdiction.

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

employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Condescension or paternalism which undermines self respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation

### Harassment is not:

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

### Filing a complaint:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it.

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- It is advisable to document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or Company Official.

### Investigation:

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Chairperson.

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

### Resolution:

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and ATU policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the

parties at the third step of the Grievance Procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

## **ARTICLE 9 – VALID DRIVER’S LICENSES**

### **9.01 – Responsibility to Secure and Maintain**

It will be the responsibility of each operator to secure and maintain a valid Ontario Class "BZ" license with any appropriate and required government endorsements to those licenses.

The company will reimburse employees seventy-five (\$75.00) dollars toward the cost of medical examinations required for driver's licences every three (3) years.

If for any reason the aforesaid license, classification or endorsement is cancelled, suspended or otherwise revoked, the employee may be dismissed.

### **9.02 – Drivers Abstracts**

The Company will obtain drivers abstracts from the Ministry of Transport, Ontario, at regular intervals and should the Company find a less than satisfactory condition prevailing on the employee's driving record that employee will be required to attend a hearing to determine the employee's fitness to remain on the driving staff of the Company. The Union will have a representative at such a hearing.



### **9.03 – Requirement to Notify Company**

The Employee is required to notify the Company if their endorsement is cancelled, suspended or otherwise revoked

## **ARTICLE 10 – MEDICAL EXAMINATIONS**

### **10.01 – Notification Requirement (Absent Due to Illness or Accident)**

In the event an employee is absent from work due to illness or accident, said employee shall be required to promptly report said absence to the Branch Management, keep the Company informed of his progress and provide appropriate medical reports from a qualified doctor as requested by the Company from time to time.

### **10.02 – Notification Requirement (Return to Work)**

Any employee, who is returning to work after illness or accident, will advise the Branch Management as far in advance as possible, but no later than 12:00 hours (12:00 noon) on the day prior to returning to service. When requested by the Company, the employee will present to the dispatcher on duty a medical certificate of fitness to perform service, prior to being placed back into service. Failure to present this certificate from a licensed physician will prohibit the employee from returning to work and the employee will be suspended without pay until the certificate is received.

### **10.03 – Medical Certificate Requirement**

If an employee is off work due to:

- (a) medical reasons for more than five (5) days;
- (b) as a result of an accident, on or off the job;

the employee will be required to provide a medical certificate from a licensed physician indicating the employee's fitness to return to work. Employees who are absent for more than five (5) days must provide forty-eight (48) hours notice prior to returning to work. Failure to report such an incident or accident to the Company or produce the required certificate will result in a suspension, without pay, until the appropriate certificate of medical fitness is provided.

### **10.04 – Second Opinion**

In the event the Company desires a second medical opinion, the employee shall not return to work but shall attend forthwith at the Company's doctor for a medical examination at the expense of the Company.

### **10.05 – Medical Fitness Examination**

If in the opinion of the Company an employee requires a medical fitness examination (including eye testing), that employee will attend such an examination at the expense of the Company at the earliest opportunity and may be suspended from duty until the examination is concluded and the employee is certified fit to perform his regular work. A certificate from the attending medical professional will be delivered to the

Company by the employee in all such cases. The employee will be compensated for lost crew time if the employee is found to be fit.

## **ARTICLE 11 – NO STRIKES OR LOCKOUTS**

### **11.01 – During Life of Agreement**

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

### **11.02 – Union Officer’s Obligation**

The parties further agree that the Union officers in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.

### **11.03 – Meaning (Definition)**

The term “strike” and “lock-out” shall have the meaning attributed to them in the Canada Labour code.

### **11.04 – Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute. Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Nothing herein prevents the Company from maintaining service to its clients without crossing legal picket lines.

## **ARTICLE 12 – UNION REPRESENTATION**

### **12.01 – Notification to Company**

The Union shall notify the Company in writing on or before July 1st in each election year or whenever changes take place of the names of its representatives as follows: officers, bargaining committee members, union management committee members, health and safety representatives and a maximum of two (2) local representatives.

### **12.02 – Regular Duties/Union Duties**

- (a) The Union acknowledges that the representative has regular duties to perform on behalf of the Company, therefore the representative shall conduct his activities outside regular working hours.
- (b) In an emergency situation, which requires a representative's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his Branch Management. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Representative shall return to his regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.

### **12.03 – Negotiating Committee**

The Company recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to

meet with the Company to negotiate the renewal of this Agreement.

#### **12.04 – Labour Management Committee**

The Labour Management Committee shall meet a minimum of every six (6) months providing an agenda is submitted by either party ten (10) days prior to such meetings. Should such meetings go beyond the employees' normal paid hours, such further times will be without pay.

The Labour/Management Committee shall consist of two (2) Union officials and two (2) Management officials.

It is understood that the committee shall have no authority to discuss grievances or to negotiate amendments to the Collective Agreement.

#### **12.05 – Access to Company Premises**

The Company shall allow reasonable access to the Company's premises by a staff representative of the Union for the purpose of consulting with the local representative of the Union with regard to Union matters, or the Company. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the local representative shall be in a place designated by the Company and time taken shall be kept to a minimum.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

It is the intent of this agreement to address as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this agreement including any question as to whether a matter is arbitral.

The employee, at his option, may be accompanied or represented by a member of the Local Union Executive or Union Steward at each step of the grievance procedure.

Should the grievor be absent due to approved leave or illness, etc., the time limits will automatically be extended. The Company will schedule grievance meetings outside regular working hours, but not to conflict with employee's regular days off. However, if the Company, due to unforeseen circumstances deems it necessary to schedule grievance meetings during regular working hours the employee will be compensated for lost time.

**STEP ONE:** An employee may submit a grievance to his supervisor or his designate within seven (7) calendar days after the circumstances giving rise to the grievance have originated or occurred. Such grievance must be in writing, signed by the employee and indicate the nature of the grievance and the adjustment sought. The supervisor or designate will give the grievor his decision in writing within seven (7) calendar days from the date the written grievance was filed with him.

If the grievance is not resolved under Step One, the employee may submit the grievance to the Director of Human Resources or his/her designate within ten (10) calendar days of the date that he/she received the decision under Step One.

**STEP TWO:** The Director of Human Resources or designate shall hold a meeting with the employee within ten (10) calendar days from the receipt of the grievance at Step Two and shall give the grievor his decision in writing within seven (7) calendar days of the meeting.

At this meeting, the Director of Human Resources or designate may invite up to two additional persons to attend as he/she feels appropriate. The Union may, in addition to the grievor and the Union representative, invite one additional person to attend such meeting. The third person present at such meeting on behalf of the Union shall attend at the Union's expense.

If the grievor is not satisfied with the decision, the Union may apply for arbitration within forty (40) calendar days of the date the grievor received the decision.

It is recognised that a period of probation is a period during which the Company has the right to assess an employee to determine whether such employee is, in the sole opinion of the Company, acceptable for employment. It is therefore recognised and agreed that probationary employees may be released or dismissed at the

absolute and sole discretion of the Company during the probationary period and that such release or dismissal shall be deemed to be for just cause. Any probationary employee who is released or dismissed shall not be entitled to file a grievance.

Any employee, other than a probationary employee, who is dismissed, shall be entitled to file a grievance at Step 2 of the grievance procedure provided he does so within ten (10) calendar days of the date of the dismissal.

The time limits contained in this Article may be extended by mutual agreement of the parties.

#### **ARTICLE 14 – ARBITRATION**

In the event that the matter has not been settled, either party may contact the other party in an endeavor to agree on a single Arbitrator. Failing agreement within three (3) working days, arbitration will be instituted under the following conditions.

The parties agree that it is their mutual preference to use a sole Arbitrator. The parties will mutually agree to a list of four (4) Arbitrators and will choose them on a rotating basis. If the Arbitrator selected is not available for a period of time that exceeds three (3) months, the parties would then move on to the next Arbitrator on the list. Once an Arbitrator is seized, that Arbitrator will be placed at the bottom of the list.

The Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of the Arbitrator shall be final and binding on all parties concerned.



The parties shall jointly and equally bear the expense, of a single Arbitrator.

- (a) No matter shall be submitted to a board of Arbitration, which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.
- (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

The time limits contained in this Article may be extended by mutual agreement of the parties.

## **ARTICLE 15 – SENIORITY**

### **15.01 – Seniority Commencement**

Seniority is based upon the length of employment as either a full time regular transit operator within the bargaining unit since signing for a full time transit crew or as a spare transit operator from the date they first drove transit independently.

### **15.02 – Seniority Lists**

- a) There shall be two (2) separate seniority lists: one for full time employees and a second for spare employees.
- b) Seniority lists for all employees covered by this Agreement will be maintained by the Employer and revised in the months of January and July each year. The appropriate seniority list will show the employee's name and last date

of hire as a full time or spare regular transit operator with the Employer. Two (2) copies of each list will be provided to the Union and one (1) copy will be posted in a conspicuous place for all employees to see. The Employer agrees to post the lists more often if there are frequent changes.

- c) On presentation by a representative of the Union of proof of error in an employee's listed starting date, the correction will be made and a new seniority list prepared and posted with a copy to the Union.

### **15.03 – Probationary Period**

An employee shall be considered on probation until he has worked a total of ninety (90) working days since the last date of hire as a regular transit operator with the Employer. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis. The Employer may terminate the employment of a probationary employee at its discretion, provided that in so doing the Employer does not act in bad faith or in a manner that is arbitrary or discriminatory.

On successful completion of the training period, an employee's name shall be placed on the appropriate seniority list and his seniority shall be the employee's last date of hire as a regular transit operator. Employees acquiring seniority on the same date shall be added to the appropriate list. Upon successful completion of the training period, employees will randomly draw for seniority.

#### **15.04 – Seniority Forfeited and Employment Termination**

An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to re-hire under the following conditions:

- a) they voluntarily resign or quit;
- b) they retire;
- c) they are discharged and not reinstated through the hearing procedure;
- d) they are laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;
- e) they are absent from work for three (3) consecutive scheduled working days without notifying the Employer or without a reason acceptable to the Employer;
- f) they fail to return to work when recalled in accordance with Article 17, paragraph 17.04;
- g) they use a leave of absence for a purpose other than that for which it was granted;
- h) fails to return to work at the expiration of a leave of absence without a reason acceptable to the Employer;
- i) they fail to attend a medical examination or provide the appropriate medical documentation as required under the Collective Agreement;
- j) they lose their appropriate driver's license, classification or endorsement; or the Employer's insurer refuses to insure him.

#### **15.05 – Retention of Seniority outside of Bargaining Unit**

- a) In the event an employee covered by this Agreement is promoted to a position outside the bargaining unit and then is returned to a position within the bargaining unit by the

Employer, within six (6) months, the employee shall retain and accumulate seniority provided the employee elects to pay the equivalent of Union dues. Subject to the foregoing, it is understood by the parties that an employee promoted to a position outside of the bargaining unit is no longer covered by the terms of this agreement.

- b) In the event an employee is returned to a position within the bargaining unit by the Employer after working in a non-bargaining unit position for more than six (6) months, the employee will assume the most junior position at the bottom of the full time seniority list.
- c) It is understood that an employee may re-acquire seniority under (a) or (b) above on one (1) occasion only.

**ARTICLE 16 – HOURS OF WORK, CREW SIGN-UPS,  
ASSIGNMENTS OF WORK AND  
OVERTIME**

**16.01 – Layout Notification**

In the event of a lay off, the Employer shall give the employee(s) affected the required notice under the Canada Labour Code and will give as much additional notice to the Union that is reasonably possible in all circumstances.

**16.02 – Minimum Hours Off Between Adjacent Day's Work**

Employees will be given a minimum of eight (8) hours off between the end of one day's work and the start of the next day's work.

### **16.03 – Posting of Crews**

The Employer will post full time crew lists for sign-up every twelve (12) weeks or as stipulated by York Region Transit. Postings will include a general description of duties, hours to be paid, rest days assigned and the crew number. The crews will be presented to a representative of the Union prior to posting. In the event that there is an adjustment of service or crew values the Employer may post a new crew sign-up prior to the completion of the twelve (12) week period.

Shift schedules for purposes of driver crew selection shall be posted not less than fourteen (14) days in advance of taking effect, and Planning will provide a copy of these schedules to the designated Union official a minimum of three (3) days prior to such posting, except when this is beyond the reasonable control of the Employer. Shift schedules for purposes of driver crew selection will be reposted at the discretion of the Employer; including whenever, in the opinion of the Employer, there is a significant change in assigned work. Changes to posted shift schedules may be made without penalty due to errors or omissions of a clerical nature provided that notification is given to the Union, or as otherwise provided in these regulations or the Collective Agreement. Errors or omissions of a non-clerical nature shall be mutually corrected.

### **16.04 – Duration of Daily Schedule**

An employee may be scheduled to drive up to twelve (12) hours in a day. Whenever possible, every effort will be made to maintain a maximum spread time of thirteen (13) hours from the initial report time until final return to yard.

All runs to have proper breaks built into their schedule.

#### **16.05 – Guaranteed Hours**

The employer agrees to guarantee a minimum of seventy-two (72) hours at straight time rate in each pay period of fourteen (14) calendar days for all full time transit operators, provided the employee attends at work as scheduled.

#### **16.06 – Rest Days**

Each full time employee shall be assigned two (2) consecutive rest days per week where possible.

#### **16.07 – Change or Alter Crew**

Under no circumstances will an employee be allowed to change or alter his crew selection once it has been signed unless mutually agreed upon in writing by Union and Company.

#### **16.08 – Crew Changes between Sign-Ups**

The Parties agree that due to the possibility of adjusting the level of service up or down on short notice, crews changed between crew sign-ups, which affect the hours of crews, will not constitute the necessity of a new sign-up and employees will continue to perform work on their crews until the next regular sign-up.

#### **16.09 – Timeliness of Crew Selection and Roster Posting**

The parties agree to co-operate in the development of new crews and to schedule crews maximizing full time crews where possible. Drivers who do not select a crew in a timely fashion will either have a crew selected for them by a Union

representative or failing such selection in a timely manner, be by-passed and subsequently assigned any remaining crews or available work. A crew roster indicating the results of the crew selection will be posted at least seventy-two (72) hours prior to schedule taking effect.

A driver who has been or is highly likely to be absent from work for at least thirty (30) consecutive calendar days due to extended illness or disability and who has not returned to full driving duties at the scheduled commencement of a crew sign-up will not be permitted to select a crew, unless otherwise agreed between the Union and the Employer.

#### **16.10 – Minimum Pay (Called into Work)**

Employees called into work will be paid a minimum of three (3) hours' pay.

#### **16.11 – Spare vs. Full-Time Recognition Exception**

When spare employees replace full time employees, they shall not be considered full time employees and shall continue their spare status.

#### **16.12 – Averaging of Hours Bi-Weekly**

Due to the scheduling of the transit routes by the contractor, there is an irregular distribution of hours of work such that regularly scheduled hours of work vary in number from time to time. For the purpose of this Agreement the parties agree to average the hours of work over two (2) consecutive weeks. The Employer may schedule work in excess of eight (8) hours per day provided that overtime at the rate of one and one-half (1-1/2) times the regular rate shall only be paid after eighty (80) hours worked over the two (2) week period. It is

understood that any employee who has not worked his regular scheduled work days during the two (2) week period shall not receive the overtime rate for working his off days for any hours not in excess of the eighty (80) hours. The eighty (80) hour threshold to qualify for overtime shall be reduced to reflect paid holidays, paid bereavement leave and paid vacation leave.

### **16.13 – Suspending Regular Hours for Overtime Hours**

Employees will not be required to suspend work during regular hours to absorb overtime.

### **16.14 – Overtime Hours vs. Continuity of Service**

Overtime or extra work shall be fairly and equitably distributed.

The Union and the Employer agree that in the event of an emergency the Employer has the right to select any employee who is available to perform overtime or extra work for the purpose of providing continuity of service.

### **16.15 – Seminars/Training Outside Regular Hours**

In the event an employee attends a seminar or training course outside of the employee's regular scheduled hours of work, the employee shall be paid at the employee's regular rate of pay for all hours in attendance at said seminar or course and said hours shall not be considered hours of work nor used in the calculation of overtime.



## **16.16 – Duty to Remain on Route**

If a relief driver is delayed for any reason, the current driver must stay on route until such time as a suitable replacement is found, up to a maximum of 1 hour.

## **16.17 – Bus Driver Overtime Sharing**

- a) All drivers who wish to be placed on the Master Volunteer List for "Off-Day" and "Regular Work-Day" overtime assignments for a complete board period must submit a completed Bus Driver Volunteer Form to the planning department within three days of crew selection.

All drivers may declare for which "Off-Day's", or "Regular Work-Day's" they are volunteering, indicating their preference for a.m. or p.m. work, as long as overnight rest requirements are observed and the total workday does not exceed 13 hours driving time in one day.

- b) From the "Bus Driver Volunteer Forms" received by the deadline, two lists, a "Master Off-Day List" and a "Master Regular Work-Day" will be compiled in order of seniority. Both Master Volunteer Lists will be posted on Thursday afternoon prior to the start of the Board Period.
- c) The highest value piece of work, that is known to be available for overtime assignments at the time scheduling is completed, will be assigned to the senior driver at the top of the "Master Off-Day List" first and then to "Regular Work-Day" volunteers. A driver receiving an overtime assignment shall be moved to the bottom of their respective

list; overtime assignments will continually rotate. Work will not be broken up except in extreme emergencies.

Should any work become open after the scheduled assigning is complete, then the “Master Volunteer Lists” shall continue from where it left off in the rotation. There will be no re-assigning of work regardless of shift length.

Drivers identified as ‘Casual’ may not be utilized until the two bargaining unit volunteer lists have been exhausted as described above.

- d) Should a driver book off his overtime for any reason his/her name will be put at the bottom of the list, this will be counted as a refusal.

A driver who refuses work offered on two separate occasions shall have his/her name removed from the “respective” list for that Board Period. It is understood that, given the length of some Board Periods, special occasions may arise when a driver may request to be removed from the respective list on a one time only basis, in that Board Period. This will not count as a refusal. A driver must notify management not later than two weeks in advance of the affected date. If such notification is not provided two weeks in advance of the affected date it will be deemed to be a refusal.

- e) For Statutory Holiday work, all drivers shall select work in order of seniority. If all the work is not filled, the Company will force from the bottom up utilizing

employees originally scheduled to work that day, until all outstanding work is filled.

When completing and processing a Bus Driver Volunteer Form, the following interpretations will generally apply:

“A.M.” will refer to a piece of work involving the A.M. peak period and may extend into the P.M. period.

“P.M.” will refer to a piece of work involving the P.M. peak period and may extend to the completion of the daily service requirements.

## **ARTICLE 17 – STAFF REDUCTION**

### **17.01 – Layoff Notification**

In the event of a lay off, the Company shall give the employee(s) affected the required notice under Canada Labour Code and will give as much additional notice to the Union that is reasonably possible in all of the circumstances.

### **17.02 – Layoff Displacement**

Part-time and probationary employees shall be laid off first provided there are sufficient qualified employees with seniority who are able to do the required work. In the event there is a requirement for further reductions in staff, employees shall be laid off in inverse order of seniority, provided the remaining employees are qualified and able to perform the required work. An employee whose position is abolished or who is displaced shall be entitled to exercise his seniority rights and displace the most junior employee in the bargaining unit.

### **17.03 – Return From Layoff**

When an employee is laid off, the employee will immediately register his name with the Company in order that he may be notified of any work available. Laid off employees will, if qualified and able to perform the required work, be returned to work in order of seniority when staff covered by this Agreement is increased, or vacancies occur.

### **17.04 – Employee Responsibilities During Layoff**

- (a) An employee who is unemployed at the time of a recall must report for duty within forty-eight (48) hours of being contacted unless the employee can provide a valid and satisfactory reason to the Company for not doing so.
- (b) An employee who is employed at the time of recall must report for duty or give a satisfactory reason to the Company for not doing so within five (5) days from the date of mailing the notification to report by registered mail to the employee's last known address.
- (c) It shall be the employee's responsibility to keep the Company notified of his current telephone number as well as his address so that they will be up to date at all times.
- (d) In the event an employee does not report or provide a reason satisfactory to the Company for failing to do so under (a) or (b) above, the employee shall forfeit his seniority rights under this Agreement and his employment shall be deemed to be terminated.

## **ARTICLE 18 – APPROVED LEAVES OF ABSENCE**

### **18.01 – Personal Leave**

- (a) While it is the exclusive prerogative of the Company to grant a leave of absence, an employee who has completed his probationary period may apply for a leave of absence without pay and without benefits for legitimate personal reasons. The Company will consider the individual circumstances, the urgency and the importance of the reason for the request and the efficient operation of the Company at the time of leave. A request for such leave shall be made in writing stating reasons, at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave, up to a maximum of three months. If the Company grants such leave it shall confirm the terms of the leave in writing with a copy to the Union.
- (b) In cases of sickness or other exceptional circumstances the Company may extend a leave of absence mutually agreed to by the Union. Such extension will be confirmed in writing with a copy to the Union.
- (c) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new work or to venture into business for himself and an employee accepting gainful employment or venturing into business for himself while on such leave of absence shall be terminated by the Company.
- (d) Seniority shall accrue during personal leave provided the employee continues to pay Union dues.

- (e) A full time employee shall be responsible for the full premium costs of all insurance while on a leave of absence in excess of one (1) month.
- (f) If an employee does not return from an approved leave of absence on the agreed date of return, and does not inform the company, it will be deemed the employee has abandoned his position and may be terminated.

### **18.02 – Bereavement**

- a) Every employee is entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of the death.
- b) Every employee who has completed three (3) consecutive months of continuous employment by an employer and is entitled to bereavement leave is entitled to such leave with pay at his regular rate of wages for all his normal hours of work, and such pay shall for all purposes be deemed to be wages.
- c) Immediate family will include: spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandfathers, grandmothers and any and all others recognized through the Canada Labour Code.

- d) Any employee may request to take one (1) day of their bereavement leave entitlement for the purpose of attending a later internment or memorial service. To be utilized within twelve (12) months.

### **18.03 – Attending Court**

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror in any court, or witness on the Company's behalf. The Company shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, other than personal expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay at straight time.

### **18.04 – Maternity Leave**

The Company shall grant maternity and parental leave without pay and in accordance with Canada Labour Code. The employee is to provide two (2) weeks notice prior to leaving and thirty (30) days notice prior to returning.

### **18.05 – Union Leave**

The Company shall grant to a member of the Union, a leave of absence without pay for Union activities i.e. conventions, seminars, meetings and arbitrations, provided:

- (a) a request is made in writing and approved at least two (2) weeks prior to the commencement of the date or dates for which leave is requested;
- (b) such leave does not unduly interfere with the efficient operations of the Company.

## **ARTICLE 19 – PAID HOLIDAYS**

### **19.01 – Paid Holidays**

A full time employee who qualifies in accordance with paragraph 20.02 shall be granted a holiday with pay on each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day/Provincial Holiday

Including 'Family Day' in February as per Provincial Legislation as long as it remains in effect.

### **19.02 – Qualifying for Holiday Pay**

In order to qualify for any of the holidays with pay specified in paragraph 20.01 above, a full time employee:

- (a) must have been employed as a member of the bargaining unit and available for work at least thirty (30) calendar days;



- (b) must be entitled to wages for at least fifteen (15) days out of the preceding thirty (30) days prior to the holiday;
- (c) must have worked his last full scheduled day immediately preceding the holiday and his first full scheduled day immediately following the holiday;
- (d) must be available for duty on such holiday if it occurs on the employee's scheduled day, except if the holiday falls during the employee's vacation or the employee is unable to work due to a personal injury not covered by the WSIB – Workplace Safety and Insurance Board;
- (e) No employee who is off work due to a suspension, leave of absence, illness or Worker's Compensation shall be entitled to pay for any holiday occurring within such absence.

And such other statutory holidays as are approved and legislated by the Parliament of Canada and added to the Canada Labour Code.

### **19.03 – Opportunity to Schedule Statutory Holidays**

Where one or more Statutory Holidays occur during a vacation period, the Driver will be paid the equivalent of one day's pay for each statutory holiday that falls within the period and they will be entitled to schedule another day off without pay at a time which is mutually agreed upon between the employee and the company. This day off shall not be concurrent with the vacation period taken.

## **ARTICLE 20 – VACATIONS**

Vacation credits shall be based on full years of continuous service as a full time regular transit operator as of July 1<sup>st</sup> in any year.

- (a) All full time regular transit operators with less than one (1) years continuous service as a full time regular operator with the Employer as of July 1<sup>st</sup>, shall be entitled to one (1) day vacation for each month of service up to a maximum of nine (9) days and shall receive vacation pay in the amount of four (4) percent of the pay received from the date of hire to July 1<sup>st</sup>.
- (b) All full time regular employees with one (1) year to five (5) years continuous service as a full time regular transit operator as of July 1<sup>st</sup>, shall be entitled to two (2) weeks vacation and shall receive vacation pay in the amount of four (4) percent of the pay received in the period from July 1<sup>st</sup> of the previous year to June 30th.
- (c) All full time regular employees with six (6) years to ten (10) years continuous service as a full time regular transit operator as of July 1<sup>st</sup>, shall be entitled to three (3) weeks vacation and shall receive vacation pay in the amount of six (6) percent of the pay received in the period from July 1<sup>st</sup> of the previous year to June 30th.
- (d) All full time regular employees with eleven (11) years or more continuous service as a full time regular transit operator as of July 1<sup>st</sup>, shall be entitled to four (4) weeks vacation and shall receive vacation pay in the amount of eight (8) percent of the pay received in the period from July 1<sup>st</sup> of the previous year to June 30th.

## **ARTICLE 21 – UNIFORMS AND APPEARANCE**

### **21.01 – Uniforms Provided**

The Company will provide, according to Company policy, at no cost to the employee uniform(s) consistent with the York Region requirements.

The company will reimburse employees annually, up to seventy-five (\$75.00) dollars (upon receipt), toward the cost of shoes.

### **21.02 – Uniform/Attire and Appearance**

All employees will report for work, properly attired in the approved Company uniform. Employees will be clean shaven with their hair groomed so as to present a neat and clean appearance. Shoes will be black and will be polished and in good repair. Shoes or boots must not have a heel higher than one inch below the level of the main sole (this is a safety factor and is included in the *Highway Traffic Act*).

NOTE: The Company has the authority to remove any employee from service who reports for work in an unclean or dishevelled condition.

### **21.03 – Design and Type**

The Company is solely responsible for the design and type of uniform to be worn by the employees. No alterations to the design and type of materials are allowed.

### **21.04 – Company Property**

All uniforms remain the property of the Company and must be

returned, cleaned and pressed and in good repair, upon separation, or the employee will have the cost of the uniform deducted from the final pay cheque.

#### **21.05 – Accessories and Circumstances**

- (a) Only Company approved crests and/or jewellery are to be worn on the uniforms.
  
- (b) Under no circumstances are employees to wear their uniforms, while on or off duty, in any establishment that only serves wine, liquor or beer. It is permissible to eat in uniform in an establishment that serves these items along with food provided the employee uses common sense and decorum.

### **ARTICLE 22 – HEALTH AND SAFETY**

#### **22.01 – Agree to Institute, Maintain and Comply**

The Company agrees to institute and maintain all precautions to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outline in the Canada Labour Code Part II.

#### **22.02 – Establishment of Joint Health & Safety Committee**

The Company further agrees to the establishment of a joint Health & Safety Committee as per requirements under Canada Labour Code Part II. The duties of the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. The

committee shall meet regularly for the purpose of discussing safety problems, but in no event shall such committee meet less than nine (9) times in a calendar year.

### **22.03 – Committee Members**

Two co-chairpersons shall be elected every two (2) years by and from the members of the committee. One co-chair shall be a union member; the other shall be a company member. Co-chairpersons will be trained and certified by the THSAO (Transportation Health & Safety Association Ontario); this training time will be compensated at the normal daily rate.

### **22.04 – Meeting Minutes**

The minutes of the Health & Safety Committee shall be recorded and signed by the co-chairpersons, distributed to the committee members and posted on the bulletin boards.

### **22.05 – Right to Access of Information**

Through the provisions of the Canada Labour Code Part II, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training, and supervision necessary to protect their health and safety. The Committee may request from the Company any information that can be considered necessary to address workplace hazards. It has full access to all government and employer reports, studies and tests relating to the health and safety of employees. Through the Health & Safety Committee, employees are given the right to have access to that information. The Committee does not have the right to access an individual's medical records.

## **ARTICLE 23 – REPORTING OF ACCIDENTS**

It is agreed that all employees must report immediately to the Company any accident or damage to a vehicle being operated for the Company, or injury to property or individuals regardless of how minor it may be. Any incident, accident or damage to property must be reported on the prescribed Incident or Accident Report form. Failure to immediately report an incident or accident or property damage may result in a suspension of that employee until an incident or accident report is submitted.

**Note:** This suspension does not preclude the Company from further disciplinary action based on the results of the investigation of the incident or accident.

## **ARTICLE 24 – ACCIDENTS – FOCUS ON SAFETY**

All drivers will attend mandatory safety workshops each year as stipulated by York Region Transit and the company.

An employee may volunteer, but will not be required to attend a seminar or training course on their off-days or vacation.

## **ARTICLE 25 – OPERATORS' ROOM**

Suitable accommodation will be provided in which the employees may rest and eat. The room shall contain tables and chairs. It is the responsibility of all employees to maintain these facilities in a clean and sanitary condition.

(The company will provide suitable accommodation by September 2008.)

## **ARTICLE 26 – WASHROOM FACILITIES**

Washroom facilities will be provided and maintained. All employees are responsible to maintain these facilities in a clean and sanitary condition.

## **ARTICLE 27 – GENERAL**

### **27.01 - Reporting Times**

All report times to the Depots and/or to the start point in each piece of work as specified by the Company will be scheduled in accordance with the requirements of the Highway Traffic Act.

### **27.02 - Documentation**

The Company shall provide each new employee with a copy of the Collective Agreement and a list of current Union officials. The cost of reproducing the Agreement shall be shared equally by the Company and the Union.

### **27.03 – Disciplinary Documentation Made Null and Void**

All disciplinary documents shall be considered null and void and be removed from all employees files 24 months from the date of issuance.

**ARTICLE 28 – PERSONAL INFORMATION PROTECTION  
AND ELECTRONIC DOCUMENTS ACT**

The Union and the Employer agree to endorse the principles outlined in the Personal Information Protection and Electronic Documents Act. The Union and the Employer also agree to apply privacy protection principles to any personal information that is disclosed to either party during the course of the administration of the collective agreement and the collective bargaining relationship. The Union and the Employer agree that the Employer's privacy policy shall govern both the Union's and the Employer's obligations to protect personal information about employees.



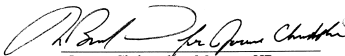
**ARTICLE 29 – DURATION**

This Collective Agreement shall remain in effect from February 1, 2008 to January 31, 2011.

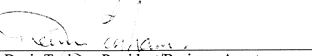
DATED AT TORONTO, ONTARIO, THIS 5<sup>th</sup> DAY OF OCTOBER, 2008.

FOR FIRST STUDENT CANADA.  
(Newmarket Branch)

FOR AMALGAMATED TRANSIT UNION,  
(Local 1587)



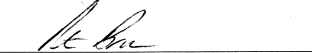
Joanne Christopher, Manager HR



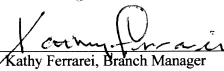
Denis Tanham, President/Business Agent



Fred Thompson, General Manager



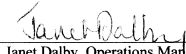
Peter Brown, Financial Secretary/Treasurer



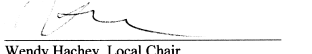
Kathy Ferrarei, Branch Manager



Dan Harris, Vice-President



Janet Dalby, Operations Manager



Wendy Hachey, Local Chair

**SCHEDULE "A" – Wages & Benefits**

	Current	% Increase	Feb. 01/08	% Increase	Feb. 01/09	% Increase	Feb. 01/10
Start	\$16.10	4%	\$16.74	3%	\$17.25	3%	\$17.76
After 1 year	\$17.29	4%	\$17.98	3%	\$18.52	3%	\$19.08
After 2 years	\$18.16	5%	\$19.07	3%	\$19.64	3%	\$20.23
After 3 years	\$19.05	11.5%	\$21.24	3%	\$21.88	3%	\$22.53

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Driver to be paid at their regular hourly rate (subject to article 16.12) from their initial report time until they return to the yard.

Benefits	Transit Driver Benefit Standard Plan	Transit Driver Benefit Standard Plan	Transit Driver Benefit Standard Plan
Vacations	<5 yrs. 4% 2 wks. 6-10 yrs. 6% 3 wks. 11 yrs. 8% 4 wks.	<5 yrs. 4% 2 wks. 6-10 yrs. 6% 3 wks. 11 yrs. 8% 4 wks.	<5 yrs. 4% 2 wks. 6-10 yrs. 6% 3 wks. 11 yrs. 8% 4 wks.