

**Schedule “A”**

**Introductory statements**

1. Unifor Local 222 is a chartered local union of Unifor.
2. Local 222 currently represents employees of two employers that provide transit services within the Regional Municipality of Durham.
  - a. **Durham Region Transit Commission** is a municipal services board of the Regional Municipality of Durham and operates as Durham Region Transit.
  - b. **PWTransit Canada Ltd.** a private corporation that provides transit services under contract to DRT within the Town of Whitby, which is within the Durham Region.
3. Local 222 represents employees of other employers as well.
4. When it acts as bargaining agent vis-à-vis employees in one bargaining unit, Local 222 owes to each employee in that unit a duty of fair representation under section 74 of the Act. But when it so acts, the duty of fair representation does not extend to employees in the another bargaining unit.
5. The complaint ought to be dismissed because it is a complaint in which employees in the PWTransit bargaining unit complain about decisions made by their union in the negotiation of agreements in the DRT bargaining unit.
6. Some parts of the Application ought to be dismissed as well because the applicants unreasonably delayed in complaining to the Board.

**Background facts**

7. As the Application relies in part on an account of what has happened in the distant past, a description of the evolution of the two bargaining units is necessary.

## The Durham Region Transit Commission Bargaining Unit

8. The DRT bargaining unit in its current form is traceable to a decision of the Board made pursuant to the *Public Sector Labour Relations Transition Act, 1997* (“PSLRTA”) in 2006: (National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) v. Ajax/Pickering Transit Authority, 2006 CanLII 6792 (ON LRB), <<https://canlii.ca/t/1mrb0>>) (and see **Tab 1**).
9. That Board proceeding followed By-law #85-2004 of the Regional Municipality of Durham by which all powers of lower-tier municipalities relating to the provision of transit services were transferred to the Region. As a result, the transit operations of several constituent transit authorities in Oshawa, Whitby, Clarington, Ajax, Pickering and elsewhere, and a non-profit corporation called Handi Transit, were amalgamated effective January 1, 2006. The By-law provided that all employees of the transit services of the lower-tier municipalities would become employees of the Region.
10. Unifor’s predecessor CAW-Canada filed the PSLRTA application at the end of 2005. Local 222 at that time represented employees of the Oshawa Transit Commission. Following a representation vote involving two other trade unions in February 2006, CAW-Canada was appointed as bargaining agent for a consolidated bargaining unit of employees of DRT.
11. Local 222 subsequently entered into a collective agreement for DRT employees and has acted as bargaining agent continually since 2006. The collective agreement that was in force prior to 2022 renewal is attached at **Tab 2**.
12. At all relevant times, including during the 2005/2006 amalgamation of transit services, the Town of Whitby’s transit service was entirely contracted out. Before 2006 the contracting municipality was the Town of Whitby. After 2006 it was Durham Region, through the DRT. In 2005/2006 the transit service in the Town of Whitby had no employees other than a few non-union employees in its public works department assigned to transit services. Accordingly, and leaving aside that small number of non-union employees, no transit employees in the Town of Whitby were affected by the

amalgamation of transit services caused by By-law #85-2004, or by the Board's PSLRTA proceeding.

### **Transit Services in the Town of Whitby – Charterways and Trentway-Wagar**

13. Immediately prior to the present PW contract with DRT for Whitby, the entity that provided the same transit service in Whitby was Trentway-Wagar. TW was in later years a division of Coach Canada and the latter name was sometimes used. TW delivered transit services within the Town of Whitby in the same way as PW does today, and did so from November 26, 1990 until the end of 2016.
14. Before November 26, 1990, the Town of Whitby contracted with Charterways Transportation Limited to provide the same transit service. A local of the Teamsters and then an employees association represented the employees, and CAW-Canada appears to have been certified in place of the employees association just before the loss of the Charterways contract. See *Amalgamated Transit Union Local 1624*, [1992] OLRD No 4042 at para. 8 at **Tab 3**.
15. Charterways lost and TW won the contract to provide transit services in the Town of Whitby. No labour relations successorship arising from any statutory sale of business occurred when TW replaced Charterways, though a majority of drivers hired by TW were former employees of Charterways. See paragraphs 7 and 8 of **Tab 3**.
16. From 1990 to 1992 the employees of TW were represented by Amalgamated Transit Union, Local 1624 in a broader pre-existing bargaining unit. In 1992, TW employees in the Whitby transit service filed an application with the Canada Labour Relations Board to obtain a partial revocation of Local 1624's bargaining rights. That revocation application was granted and the employees were then not represented by any union. In August 1993, CAW-Canada was certified by the CLRB as the bargaining agent for transit drivers in Whitby employed by Trentway-Wagar pursuant to the provisions of the *Canada Labour Code*. (**Tab 4**), and see para 12 of *National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) v. Trentway-Wagar Inc.*, 2007 CanLII 57371 (ON LRB), <<https://canlii.ca/t/1vbj5>> (**Tab 5**).

17. In 2008, CAW-Canada was certified by the Canada Industrial Relations Board as bargaining agent for a unit of cleaners and mechanics employed by Coach Canada c.o.b. as Trentway-Wagar in the Whitby transit service **(Tab 6)**.
18. Local 222 and TW bargained collective agreements. The last such agreement was for a term from 2015 to 2018 **(Tab 7)**.
19. In the collective agreements with TW, Local 222 bargained some recognition of the years of service that employees had accrued with Charterways for the purposes of vacation entitlements. Their seniority date was the start of their TW employment but their pre-TW seniority was used to rank employees whose common TW hire date was November 26, 1990. The statements in paragraph 17 of the Application are therefore incorrect.

### **Organizing and representation of PW Transit employees**

20. When TW lost and PW acquired the contract to deliver transit services in Whitby, PW hired most of the former TW employees to staff the Whitby transit services. Four drivers and one mechanic were not hired by PW. No labour relations successorship arising from any statutory sale of business occurred, though TW did attempt to disclaim any liability for severance pay owing to TW's employees, at least in the case of those that were going to be employed by PW, on the theory that there was continuity of employment under section 189 of Part III of the Canada Labour Code. Local 222 therefore filed one or more grievances that were referred to arbitration, and then settled on terms by which TW paid severance pay to all employees under the Canada Labour Code. That severance pay was calculated based on their employment with TW beginning, at the earliest, on November 26, 1990. This further shows that the statements in paragraph 17 of the Application are incorrect.
21. After January 1, 2017, when PW commenced its contract with DRT, employees including the majority that had been employed by TW were not represented by any trade union. Local 222 retained no bargaining rights. Its collective agreement with TW was not binding on PW.

22. Unifor resolved to organize the employees. Applications for certification were eventually filed. The Board granted certificates for a bargaining unit of transit drivers ([in September 2017](#)) (Tab 8) and a bargaining unit of other employees ([in October 2017](#)) (Tab 9).
23. First collective agreements with PW were then negotiated for each of the two bargaining units. The bargaining of the first collective agreements took one year. The [transit drivers collective agreement](#) (Tab 10) had a term from October 2018 to 2022. The [other collective agreement](#) (Tab 11) covered employees who were mechanics, service persons, wash bay attendants and parts coordinators, and had a similar term.
24. In the PW collective agreements, Local 222 bargained a provision by which any prior employment with Trentway-Wagar (aka Coach Canada) would be “retained” in addition to the employees’ date of hire by PW. Each of the two collective agreements therefore contained a Schedule B that identified for each employee a PW hire date, a seniority ranking (but not a seniority date different than the PW hire date), and a vacation entitlement date.

### **Concluding observations about the history**

25. In 1990 when Trentway-Wagar replaced Charterways, and in 2017 when PW replaced Trentway-Wagar, the employment of drivers and other employees came to an end with the outgoing contractor and, where an employee sought and obtained employment with the new contractor, a new employment was begun. After 1993 in the case of Trentway (which had become the employer in 1990) and after 2016 in the case of PW, Local 222 was able to bargain with the new contractor to preserve accrued service for vacation entitlement purposes and for relative seniority purposes.
26. The acceptance by new contractors of service for vacation purposes in those instances was monetarily relevant. The recognition of prior accrued seniority on the other hand mattered only to employees for the purposes of establishing their seniority relative to each other. As the new contractor was not intermingling those employees

with any other established group of employees, the recognition of seniority accrued with a prior employer was uncontroversial and unproblematic.

## **2022 collective bargaining with DRT**

27. The collective agreement between Local 222 and DRT expired on February 28, 2021 (**Tab 2**).

28. They concluded a renewal collective agreement in August 2022, with a term from February 2021 to 2025 (**Tab 12**).

29. The bargaining of that agreement was protracted. A main reason was the lingering effects of the COVID-19 pandemic which adversely affected transit services. The union's bargaining power was therefore diminished while ridership was reduced. As well, there were extended discussions about DRT's expansion of on-demand services to deliver reduced services during the recovery from COVID-19. Local 222 wanted to resist the employer's use of contractors to provide those on-demand services instead of restoring scheduled transit services.

30. Late in the course of that collective bargaining in 2022, DRT proposed that if the union agreed that it could use contractors to deliver "demand response" services (which includes both on-demand services and specialized services for persons unable to use other transit services), it would "contract-in" all scheduled services then delivered by contractors, effective at the end of the then-existing third-party contracts. The only such contract at that time was the Whitby transit service provided by PW.

31. Local 222 was very surprised by the DRT proposal to in-source the Whitby transit service.

32. After due consideration, Local 222 agreed to DRT's proposal as part of a collective bargaining settlement. Its considerations included:

- a. It viewed the in-sourcing of the Whitby service as a very good thing. In the long run, transit drivers and other employees would have higher wages, participation in the OMERS pension plan, more job security, and they would

not be subject to loss of employment or loss of accrued employment rights when contractors change. Indeed, this would satisfy an unfinished objective that dated back to 2006 and 2007, when the Union tried unsuccessfully to assert in Board applications that the contracted services then provided by Trentway-Wagar were under provincial jurisdiction, so that further steps could be taken to force a complete amalgamation of all services under DRT. See National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) v. Trentway-Wagar Inc., 2007 CanLII 57371 (ON LRB), <<https://canlii.ca/t/1vbj5>> (Tab 5).

- b. Local 222 understood from information provided by DRT in bargaining that a substantial growth in scheduled services would occur in the next years, accompanied by substantial increases in employee numbers. At the same time, specialized services were not expected to grow at the same rate because of the use of fully accessible vehicles on scheduled routes. Local 222's concerns about the use of contractors to deliver on-demand services remained but were ameliorated by the expected growth in scheduled services.
33. The prospect of bringing the Whitby transit service in-house posed obvious challenges, including whether PW employees would have employment opportunities with DRT, how they would be integrated into the DRT bargaining unit, and how issues like accrued service and seniority and related benefits would be managed.
34. Local 222 did not in August 2022 bargain the specific terms by which the integration of these contracted-out services would be accomplished. Local 222 extracted from DRT a promise that further discussions about integration issues would be done later, on the understanding that DRT needed to deal with PW about the termination of the PW contract. DRT indicated that it would not be in a position to discuss those issues with Local 222 until early 2023.

35. Local 222's August 2022 collective bargaining settlement with DRT did include an agreement by DRT to increase scheduled services by 30,000 hours in 2024, and to staff 35 new full time bargaining unit positions.
36. In the course of the collective bargaining that followed DRT's proposal, in the context of in-caucus union discussions, Local 222 representatives disagreed with Unifor national representatives about whether efforts should be made to bargain about the integration of PW employees into the DRT bargaining unit. The view of national representative Sam Snyders was that issues of employment and seniority should be dealt with in bargaining. The point of view of Local 222's president Jeff Gray and the DRT bargaining unit chair Ian Sinnott was that those issues did not need to be dealt with at that time and could be dealt with later. By this time, the primary and growing imperative for the DRT bargaining unit was to secure a settlement that would provide monetary gains for DRT employees. The view of Sinnott and Gray was that DRT members would oppose any effort to delay a settlement or to force a strike in order to deal with issues affecting PW employees. They had in mind the need to get a collective agreement ratified, which as time passed increasingly meant focussing on monetary gains.
37. The duty of fair representation does not exist to police the niceties of debates within a union bargaining caucus and the Board should take no interest in such matters. Local 222 denies that DRT bargaining unit chair Ian Sinnott made a statement in the union's caucus during bargaining to the effect that PW drivers could go fuck themselves. He certainly disagreed with the point of view that integration issues ought to be made a subject of further bargaining. Unifor national representative Sam Snyders denies that he later attributed those words to Sinnott. While Sinnott clearly expressed a point of view in opposition to bargaining with DRT about PW employee issues, he does not recall using those words. In any event, and however he expressed himself, Sinnott as the elected chair of the DRT bargaining unit was entitled to take strong positions in favour of the interests of employees in his bargaining unit. As well, Sinnott's later actions reveal considerable efforts that benefitted PW employees.



## **2023 negotiations with DRT about in-sourcing Whitby transit services**

38. DRT in due course engaged Local 222 in discussions about integration issues.

39. Those discussions began with a preliminary meeting between DRT and Local 222 in December 2022. That was followed by another meeting on February 27, 2023 at which PW representatives were present. DRT delivered a first draft Memorandum of Agreement on March 19, 2023. A further meeting between DRT, PW and Local 222 took place on April 20, 2023 at which time a draft agreement was discussed. Further revisions to the draft agreement then occurred to address issues raised by Local 222 including on May 19, 2023, resulting in a final agreement.

40. The December meeting and the following meetings and discussions were conducted on a without prejudice basis. Contrary to the suggestion in the Application (at paragraph 35) it was not the case that Local 222 President Jeff Gray refused to divulge details of these discussions to Tim Thompson because of a “non-disclosure agreement”. There was no such agreement, though the discussions were premised on confidentiality. Gray was constrained to maintain that confidentiality during the discussions.

41. DRT’s opening position in those discussions on December 14, 2022 and February 27, 2023 was that it was willing to make arrangements to employ some PW employees but that it would do so only if acceptable terms were agreed to by Local 222. DRT made clear that it was under no obligation to hire any PW employees but was prepared to look for ways to hire as many of them as possible. DRT was concerned to not leave itself open to a common employer or sale of business application under the Act.

42. That position of DRT reflected the legal context in which the integration of the Whitby transit service into DRT would occur:

- Absent a successorship resulting from a sale of business that would cause the collective agreement obligations of PW to pass to DRT, no obligation existed that would compel DRT to employ any PW employees after the in-sourcing.
- If DRT did hire a sufficient number of PWT employees, on the basis that they were vital to the operation of the transit system, the union might have established a successorship by virtue of a sale of business after January 1, 2024. That statement takes into account Board authority, ironically arising within the Durham Region and its previously fragmented transit system, for the proposition that where a municipality takes back a transit service from a contractor and begins to perform that work itself, and hires many of the same employees because they are a vital element of the business, that will amount to a sale of business under the Labour Relations Act. That Board authority is *Re Charterways Transportation Limited*<sup>1</sup>, affirmed by the Supreme Court of Canada.<sup>2</sup>
- DRT therefore controlled the possible legal outcomes. By not hiring employees, DRT could avoid the possibility of a sale of business finding by the Board. If existing PWT employees were to have employment opportunities with DRT, it was necessary to negotiate terms under which that would happen, because DRT had no other obligation to do so.

43. The position put forward by the Applicants, particularly at paragraphs 65 to 69 and 85 to 92 of the Application, wrongly assumes a very different context. It wrongly assumes first of all that the in-sourcing of the Whitby transit service by DRT would make DRT a successor employer, that the employment of PW employees would therefore be assured, and that Local 222 had only to enforce that result. It wrongly assumes as well that Local 222 could have bargained whatever provisions it wished concerning the PW employees, without regard for the interests of DRT employees, and without regard for DRT's preparedness to hire no PW employees.

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<sup>1</sup> [1994] OLRB Rep October 1296 (**Tab 13**).

<sup>2</sup> *Ajax (Town) v. CAW, Local 222*, 2000 SCC 23 (CanLII), [2000] 1 SCR 538, <<https://canlii.ca/t/526j>>.

## The May 2023 agreement

44. DRT and PW eventually concluded an agreement with Local 222 on or about May 25, 2023. It was signed by a PW representative on May 25, 2023 and by Local 222 and DRT representatives on May 30, 2023. The agreement did not purport to affect the rights of PW employees as regards their employment with PW. No other agreement was signed prior to those dates (**Tab 14**).
45. The agreement provided that DRT would recruit PW employees to fill the promised 35 full-time equivalent (FTE) positions from amongst eligible PWT employees starting with an expression of interest process. DRT relied on PW to provide information about the eligibility of interested employees including their discipline record. Eligible PW employees were then required to complete other DRT hiring steps.
46. The agreement provided that PW employees selected for hiring by DRT would start in the first half of 2024, and be hired as new employees of DRT, and all would have a common seniority date of June 30, 2023. That date, which pre-dated any actual start dates, was to incentivize PW employees to remain with PW so that PW could fulfil its service obligations until the end of its contract.
47. It was agreed that prior seniority with PW would not be recognized but despite that it would be used to rank incoming employees with a common seniority date. That was similar to how seniority was used in the TW and PW agreements. They would be subject to a probationary period in accordance with the DRT collective agreement. Past PW service would be recognized for purposes of vacation entitlement, including where a PW employee is initially hired as a part-time employee.
48. It was also agreed that no party would make any sale of business application either under the Labour Relations Act or the Employment Standards Act. Local 222 understood that no agreement would have been made by DRT without such an agreement.
49. In a subsequent amending agreement, Local 222 sought and obtained an agreement from DRT that it would not apply its usual hiring standard of a grade 12 education in

the case of incoming PW employees. That was responsive to concerns expressed to Local 222 and PW by PW employees. A written agreement to that effect was prepared by DRT in July. (**Tab 15**).

50. As described in the application, PW informed its employees on June 6, 2023 that an agreement had been made. Documents describing the terms of the agreement were provided by PW to the bargaining unit leadership and then to employees on June 12, 2023.

51. Paragraphs 71 and 72 contain an incorrect description of a meeting at which Local 222 and the DRT bargaining unit leadership presented the terms of the agreement to PW employees. Local 222 Jeff Gray wished to meet with PW employees to explain the agreement. If the Applicant Tim Thompson attended the meeting with an understanding that he was chairing or leading the meeting, that was incorrect. Gray organized and chaired the meeting and Ian Sinnott and his bargaining unit vice-chair attended to present information about the agreement with DRT. At the end of the meeting the PW employees that attended including Thompson appeared to be pleased with the description of the agreement and he expressed appreciation to Gray and Sinnott. Thompson complimented Sinnott on doing a “great job” and said, “thank you very much”.

52. In the application, the Applicants refer at paragraphs 43 to 47 to an earlier “meeting” at the home of Sam Snyders. Local 222 responds as follows. Snyders invited the Applicant Tim Thompson to drop by his house on a Sunday afternoon, because Thompson had ongoing and persistent concerns about the Local 222-DRT discussions, and because Snyders expected retired Local 222 President Colin James to be at his house that afternoon for an unrelated purpose, and Thompson had tried to involve Colin James in the issues. Thompson did attend, and the three of them discussed the issues and Thompson’s concerns at length. The statements attributed to Jeff Gray in paragraph 46 in which he is reported to have said at that meeting, “it’s all about votes” is untrue and nonsensical. Gray had recently been elected as Local 222 President. No election was imminent. The conversation did include Thompson

voicing an accusation that Gray was acting in a way to obtain a political advantage. Snyders responded by acknowledging that as a local union president, Gray of course occupied a political position and was accountable to all of his members.

53. Almost all PW employees have been hired by DRT.

### **Negotiations with PW Transit in 2023**

54. Earlier in 2023, Local 222 and PW, supported by a Unifor national representative, engaged in collective bargaining for the renewal of the collective agreements that had expired on October 21, 2022.

55. A Memorandum of Settlement for the drivers bargaining unit was concluded on March 14, 2023 (**Tab 16**). The Applicants Tim Thompson and Christopher Hardy signed it and recommended its ratification. It was ratified by 100% of the drivers, all of whom participated in the ratification vote, including all of the applicants. The only provision relevant to the pending loss of the PW work was a reference to that pending event, and an agreement to make a further closure agreement at a later date.

56. A Memorandum of Settlement for the maintenance employees bargaining unit was concluded on May 4, 2023 (**Tab 17**). It was ratified by 100% of the participating employees. As with the drivers collective agreement, the only provision relevant to the pending loss of the PW work was a reference to that pending event, and an agreement to make a further closure agreement at a later date.

57. A closure agreement was in fact negotiated on November 1, 2023 (**Tab 18**). The Applicants Tim Thompson and Christopher Hardy signed it. PW has separately agreed that all employees are eligible for severance pay at the end of their PW employment.

### **Submissions on delay**

58. The application was filed on November 2, 2023. In large part, it concerns a negotiation between DRT and Local 222 for the DRT bargaining unit that concluded in August 2022, fifteen months before the filing of the application. To the extent that the Application complains of the conduct of Local 222's bargaining with DRT up to and

including August 2022, the Application ought to be dismissed because of unreasonable delay.

59. Even in the case of events that culminated in June 2023 when the Applicants had full knowledge of the May 2023 agreement, the Applicants delayed for five months in the filing of an application which is an unreasonable delay.

### **Submissions on prima facie case**

60. The Application cannot succeed because in it, the Applicants are complaining about the decisions made by their union in negotiations with a different employer, in respect of a different bargaining unit in which none of them is employed.

61. The Act obliges Local 222 to act in accordance with the duty of fair representation in respect of employees in a bargaining unit. Those employees cannot base a complaint on the actions of their union in respect of a different bargaining unit. As in *Pomietlarz v United Food and Commercial Workers Canada, Local 1000A*, 2013 CanLII 20318 (ON LRB), <<https://canlii.ca/t/fx35r>>, the Applicants have pleaded no facts that would give rise to a violation of section 74. In that case, on roughly similar facts, the Board said this of the complaint in that case which involved employees at one location called Freemont complaining about their union's negotiations at a location called Maple Grove:

*11. ... That is, it is very clear that the union does not owe a duty of fair representation to persons because they are members of the trade union. The duty of fair representation is owed to employees in a bargaining unit whether or not they are members of the union. Thus when it was negotiating a collective agreement for the Freemont facility, the Union owed a duty of fair representation to those employees in the Freemont bargaining unit in their employment within the Freemont bargaining unit only. When negotiating the Maple Grove collective agreement, the Union owed a duty of fair representation to the employees who were in the Maple Grove unit only. At no point does a*

*union owe duty of fair representation to persons who might someday become members of a bargaining unit.*

62. In this case, the Applicants charge that their union, while it was bargaining with DRT, was obliged to comply with the duty of fair representation in respect of their employment by PW. Local 222 says that while its decisions concerning the in-sourcing of the Whitby transit service and the effects on PW employees were at all times rational, non-discriminatory and in good faith, its decisions cannot be the subject of a section 74 complaint by PW employees and it ought to be dismissed.

### **Other submissions**

63. Even if the duty of fair representation applies to the matters complained of in the Application, Local 222 at all times has acted in accordance with that duty.

64. To the extent that the above Response does not address other, miscellaneous allegations, such as numerous and repeated complaints by the Applicant Tim Thompson to politicians, senior Unifor leadership, retired Local 222 representatives, retired Unifor staff, and others, Local 222 generally responds as follows and otherwise denies any allegations of wrongdoing:

- a. Complaints to Unifor senior leadership including National President Lana Payne were not ignored. A senior staff person, John Aman, was assigned by the National President to mediate the differences and to attempt to find a mutually agreeable resolution. Another senior staff person named Bruce Snow inquired into the matter because transit services are part of his responsibilities as an Assistant to the National Officers.
- b. Local 222 has no knowledge of meetings between the Applicants and politicians as described in paragraphs 70 and 74.
- c. By-Law 85-2004, to the extent that it has any continuing relevance or effect in 2023, did not have the effect claimed in paragraph 89 of the Application.

- d. A policy grievance filed by PW against Local 222 as described in paragraphs 73, 75 and 83 is irrelevant.
- e. Matters concerning a union membership meeting on June 1, 2023 are irrelevant and cannot be the basis for a section 74 complaint. In any event, as described in paragraph 51 and 52, Local 222 President Jeff Gray met with PW employees, and provided relevant information.

65. If the Board finds however that Local 222 engaged in conduct contrary to the duty of fair representation, Local 222 says that the Applicants are not entitled to the requested remedies.

**All of which is respectfully submitted**



**TAB 1**

## ONTARIO LABOUR RELATIONS BOARD

**2589-05-PS** National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local No. 222, Applicant v. **Ajax/Pickering Transit Authority, Town of Whitby, Town of Clarington, Oshawa Transit Service, Handi Transit, Canadian Union of Public Employees, Local 129-01, Canadian Union of Public Employees, Local 53, Teamsters Local 938**, Responding Parties v. Durham Region Planning Department, Intervenor.

**BEFORE:** Brian McLean, Vice Chair.

**DECISION OF THE BOARD;** February 28, 2006

1. This is an application under section 21, 22 or 23 of the *Public Sector Labour Relations Transition Act, 1997* (the "Act").
2. A representation vote has been held in the following bargaining unit:  
  
all employees of the DRTC in the Regional Municipality of Durham, save and except for supervisors/managers, persons above the rank of supervisor/manager, financial analysts, marketing assistants, planning and marketing assistants, administrative assistants, inventory control analysts, transit contract administrators and corporate services coordinators.
3. On the taking of the representation vote a majority of votes was cast in favour of CAW/TCA Canada Local 222.
4. Accordingly, under subsection 23(9) of the Act, any bargaining rights possessed by Canadian Union of Public Employees Locals 29-01, 53, and/or Teamsters Local 938 in respect of the employees who are now in the bargaining unit are hereby terminated.
5. The Board appoints the CAW/TCA Canada Local 222 as the bargaining agent in respect of the aforementioned bargaining unit.
6. The responding employer is directed to post copies of this decision where it is most likely to come to the attention of all employees who may be affected by it. These copies are to remain posted for 30 days.
7. The Registrar will destroy the ballots cast in the representation vote following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.

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"Brian McLean"  
for the Board

# TAB 2



**COLLECTIVE AGREEMENT**

**BETWEEN**

**DURHAM REGION TRANSIT COMMISSION**

**AND**

**UNIFOR**

**LOCAL 222**

**MARCH 1, 2018- FEBRUARY 28, 2021**

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**THIS COLLECTIVE AGREEMENT** made in duplicate this 11th day of March, 2009.

BETWEEN

**DURHAM REGION TRANSIT COMMISSION**

Hereinafter referred to as the "Commission"

- and -

**UNIFOR LOCAL 222**

Hereinafter referred to as the "Union"

**March 1, 2018 – February 28, 2021**

**ARTICLE 1 GENERAL**

**1.01 Purpose**

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between Durham Region Transit Commission ("the Commission") and its employees in the provision of transit services, and to provide for the prompt and equitable disposition of grievances and to establish and maintain working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE 2 RECOGNITION**

**2.01** The Commission recognizes the Union as the sole bargaining agent for all employees of the Commission in the Regional Municipality of Durham, save and except for financial analysts, marketing assistants, planning and marketing assistants, administrative assistants, inventory control analysts, transit contract administrators and corporate services coordinators, communications coordinator, office coordinator, supervisors/managers, and persons above the rank of supervisor/manager.

**2.02** In the event a new classification is established in "Schedule A" during the life of this agreement, the Commission and the Union shall meet to discuss the appropriate wage rate. If the parties are unable to agree on the rate then the Union may file a policy grievance and the Arbitrator shall have the authority to decide the rate and to award any retroactivity for that rate, if applicable.

**ARTICLE 3 MANAGEMENT RIGHTS**

**3.01** The Union recognizes and acknowledges that the management of transit services and direction of the working forces are fixed exclusively in the Commission and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Commission to:

- (a) Maintain order, discipline and efficiency; hire, retire, assign, direct, promote, demote, classify, layoff, recall; and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;



- (b) Determine the nature and kind of business conducted by the Commission, the methods and techniques of work, the schedules of work, number of personnel to be employed, to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Commission which shall remain solely with the Commission;
- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (d) Have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

**3.02** These rights will not be exercised in a manner that is inconsistent with this Agreement.

**ARTICLE 4 CHECK OFF OF UNION DUES**

**4.01** All employees to whom this Agreement applies and who have completed their probationary period shall become and remain members of the Union by signing a Union card. No employee shall lose his/her employment as a result of the denial or loss of Union membership except by reason of his/her failure to pay the regular Union dues levied on members of the Union.

**4.02** The Commission agrees to deduct Union dues and initiation fees from the pay of each employee covered by this Agreement. Initiation fees will be deducted upon notification from the Union. Union dues deductions shall be made from each employee's pay for the two pay periods ending on or after the first day of the month, and the total amount so deducted remitted to the Union not later than the 15<sup>th</sup> of the following month. The Union will inform the Commission in writing of the amount to be deducted for each employee and the name of the person responsible for receiving the funds on behalf of the Union. When changes occur in dues deductible, 30 days' notice shall be given to the Commission before such changes become effective.

**4.03** In consideration of the deduction and forwarding service by the Commission, the Union agrees to indemnify and save harmless the Commission against any claim or liability arising out of or resulting from the collection and forwarding of the regular monthly Union dues and/or initiation fees.

**4.04** There shall be no Union activity of any kind on the Commission's time other than that provided for in this Agreement or that specifically authorized by Management. Such authorization will not be unreasonably withheld.

**ARTICLE 5 UNION REPRESENTATIVES**

**5.01 Union Representatives and Representation**

The Commission recognizes that there shall be one Unit Chairperson and representation as follows:

Two Committee Persons - Specialized Services Department

For each Division:

Two Committee Persons – Operations Department and Support Services Department

Two Committee Persons – Maintenance and Equipment Department (only one of whom shall be a Skilled Trades person)

One of the above six Committee Persons shall be elected as the Divisional Vice-Chairperson.

**5.02** For each Committee Persons there shall be an alternate Committee Person elected.

**5.03** The Union will submit the names of the Committee Persons and the Alternate Committee Persons for all Committees, in writing, to the Commission within 30 days of their election/appointment.

**5.04 Bargaining Committee**

(a) During the formal contract negotiations with the Commission, the Union may be assisted by a National Representative and President of the Local Union and may be represented by a Committee of seven persons and the Unit Chairperson selected from and by the Committee referenced in Article 5.01.

(b) During negotiations for renewal of this Collective Agreement, the Commission will pay the daily straight time wages of the employees on the Bargaining Committee.

**5.05 Management Union Objectives Committees**

(a) Each Departmental Management Union Objectives Committee shall be comprised of the applicable Departmental Managers, a representative from Human Resources, the Unit Chairperson and the designated Committee Persons from the applicable Department. The Departmental Committees are the Operations/Specialized Services Committee, the Maintenance and Equipment Committee and the Support Services Committee. These Committees shall meet bi-monthly.

(b) The Senior Management Union Objectives Committee shall be comprised of the General Manager, the Deputy General Managers of each Department, a representative from Human Resources, the Unit Chairperson, and the Vice-Chairpersons, and if necessary the National Representative and the Local President. This Committee shall meet bi-monthly on the opposite month of the above Committee.

(c) The purpose of these meetings shall be to discuss the Commission and the Union's shared mutual objectives of increasing ridership, improving transit service, providing an efficient and effective transit service and increasing the standard of living for the Commission's employees. These objectives are a benefit to Unifor, the Commission and our community.

**5.06 Union Leaves**

Leaves of absence, without payment of wages, insofar as the operation of the Commission's system will permit, shall be granted to a maximum of three duly appointed Union delegates to attend any particular union related Conventions when such leave is applied for to Management in writing by the Union at least two weeks in advance, if possible, but in any event, not less than three days in advance. The benefits of the Union delegates will be paid provided the delegates earn wages in the calendar month. The above Article shall apply for a maximum of four conventions per calendar year.

**5.07** The Unit Chairperson and the Committee persons will be allowed to meet for eight consecutive hours without pay in a calendar month, provided they give the Commission 48 hours' notice.

**5.08** Union officials, who have requested and have been granted permission by their Supervisor, may leave their work place to conduct legitimate Union business during their working hours. Such permission will not be unreasonably withheld. They shall report back to their Supervisor upon the completion of such business.

**5.09** Union officials, who are required by the Commission to attend at work outside of their normal hours of work to perform legitimate Union business, shall be paid at straight time or bank such time at the union official's option. Such officials shall submit a written report to the appropriate Supervisor at the start of and completion of such business in order to receive such compensation.

**5.10** In following the steps of the Grievance Procedure, the Commission shall pay the grievor and up to two Union officials for any time spent in meetings with the Commission should the meeting occur outside of their normal workday.

**5.11 Union Education**

Subject to operational requirements, a leave of absence without pay for the purposes of Union education will be granted for a maximum of twelve weeks per calendar year for the entire bargaining unit. The written notice requesting such leave must be received by the Commission four weeks before the start of the leave.

**5.12 Paid Education Leave**

The Commission agrees to pay into a special fund, three (3) cents per hour per employee for the total number of employees, for the purpose of providing paid education leave. Such monies are to be paid on quarterly basis into a trust fund established by the National Union, Unifor, and sent by the employer to:

Unifor PEL Fund  
205 Placer Crt.  
Toronto, Ontario M2H 3H9

**ARTICLE 6 UNIT CHAIRPERSON AND DIVISIONAL VICE-CHAIRPERSON**

**6.01** The Divisional Vice-Chairpersons will work on an existing shift for his/her classification that provides the maximum number of hours that would be consistent with consecutive standard office hours, Monday to Friday, or unless otherwise agreed to and such agreement shall not be unreasonably withheld. New shifts will not be created to accommodate this schedule. The Vice Chairperson shall have first pick of the posted schedule within their respective classification.

**6.02** When the employee is no longer the Unit Chairperson or the Divisional Vice-Chairpersons, he/she reverts to the regular signing procedure in his/her classification for shift selection in the division in which he or she came from before taking office.

**6.03** In a downsizing situation only, the Commission recognizes the Unit Chairperson and then the Divisional Vice Chairpersons, (by seniority) as having the highest seniority in the bargaining unit, resulting in his/her being the last person to be displaced.

**6.04 DRT Paid Unit Chairperson**

DRT agrees to pay the Unit Chairperson's salary at the salary level of the classification that the Chairperson vacated. The Chairperson shall have the same entitlements as a regular employee under the Collective Agreement. The Unit Chairperson shall not carry over any unused vacation entitlements when he/she returns to the bargaining unit.

**6.05** The Commission will pay the Unit Chairperson the rate of the Dispatcher job classification or the actual rate of their job classification if higher

**ARTICLE 7 DEFINITIONS**

**7.01 Regular Employee**

The term "regular employee" shall mean a person employed in a permanent full-time position who normally works at least 40 hours per week and who has satisfactorily completed the probationary period of employment.

**7.02 Part-time Employee**

The term "part-time employee" shall mean a person employed in a permanent position that consistently is scheduled less than 40 hours per week averaged over the calendar year and who has satisfactorily completed the probationary period of employment. It is understood that a part-time employee shall not be deemed a regular full-time employee if they are scheduled to work equal to or in excess of 40 hours per week during Board Period 3 and 5 as defined by Article 28.01.

**7.03 Student**

The term "student" shall mean a person enrolled in a post-secondary educational institution. Students will be hired for the purpose of covering vacation entitlement needs during prime times such as summers and Christmas periods in all departments. Students shall be on probation for the period of their employment.

**7.04 Temporary Employee**

The term "temporary employee" shall mean a person hired to perform work that does not exceed thirteen (13) calendar months, plus vacation and training time. It is understood that such employees will only be retained and used to backfill temporary vacancies that the Commission cannot fill with the existing complement of full-time and part-time staff.

- a) If mutually agreed by the Commission and the Union a period of temporary employment may be extended. However, it is agreed that temporary employment will be automatically extended in order to accommodate any leaves under the Employment Standards Act, 2000 that exceed thirteen (13) calendar months. Seniority rights shall not apply during temporary employment, but should the employee be taken on permanent staff, his/her seniority shall date back to the first day of continuous service with the Commission.
- b) All temporary employees whose continuous employment exceeds six months shall be eligible to receive the appropriate benefits pursuant to Article 42 as provided by the Commission.

**7.05 Probationary Employee**

All new hires must begin as a probationary employee and successfully pass a probationary period. The probationary period shall be for 1040 hours worked. Probationary employees are not regular employees. Upon successful completion of the probationary period, employees shall be credited with seniority from the date of hire.

**7.06 Roster**

A work week schedule of assignments identified and organized by the Deputy General Manager, Operations or designate.

**7.07 Spare Board**

A work week schedule of daily assignments that supplements the roster assignments as directed by the Deputy General Manager, Operations or designate.

**7.08 Work Week**

A period of seven days, inclusive of rest days beginning at 12.01 am on Monday morning.

**7.09 Straight Time Rate**

The hourly rate from "Schedule A" assigned to the particular classification held by the employee.

**ARTICLE 8 NO DISCRIMINATION**

**8.01** There shall be no discrimination, restraint or coercion against any employee by the Commission, the Union or any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability in accordance with the Ontario *Human Rights Code*.

**8.02** There shall be no discrimination by the Commission or the Union or its members against any employee because of membership or non-membership in any lawful union, or according to the Ontario *Human Rights Code*.

**ARTICLE 9 GRIEVANCE PROCEDURE**

**9.01 Definition**

Under this Agreement, there are considered to be two types of grievances. The first type is a grievance raised by an individual employee or a group of employees. The second type is a policy grievance, which is raised by the Commission or Union.

For the purposes of this Agreement, a grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable.

**9.02 Problem Resolution**

Any employee or group of employees having a complaint shall first take the matter up with their Supervisor directly. Employees shall have seven days from the date of the occurrence to raise the issue. Employees may be assisted or represented by the Union, if requested.

The Supervisor will have five days to respond.

**9.03 Individual or Group Grievance**

Employees, with the assistance of the Committee Person, may proceed to file a grievance, in writing which includes the sections of the collective agreement that were allegedly violated and the nature of the grievance, within five days of the receipt of the response if unsatisfied with the Supervisor's decision.

**9.04 Step 1**

A hearing will be held by the Manager or designate within five days of receipt of the grievance. The employee will be accompanied by his/her Committee Person. The Manager or designate will respond in writing within five days of the hearing.

Employees may proceed to the next step within five days of the receipt of the Step 1 response if unsatisfied with the decision.

**9.05 Step 2**

A hearing will be held by the appropriate Senior Manager or his designate within five days of receipt of the grievance being forwarded to the second step. The grievor will be accompanied by the Unit Chairperson or designate and no more than one other Union representative.

The Senior Manager or designate will respond in writing within five days of the hearing.

The Union may proceed to the next step within five days of the receipt of the Step 2 response if unsatisfied with the decision.

**9.06 Step 3**

A hearing will be held by the Commissioner of Corporate Services or his designate within five days of receipt of the grievance being forwarded to the third step. The grievor will be accompanied by the Unit Chairperson and no more than two other Union representatives. At this and subsequent steps, the Union may be assisted by the National Representative of the Union and/or President of the Local Union.

A written response will be given within five days by the Commissioner Corporate Services, or his designate, to the Union.

**9.07 Policy Grievance**

The Union shall have 15 days following the date of the occurrence to submit a Policy Grievance. It will be submitted at Step 2 of the Grievance Procedure. The regulations in Step 2 will prevail.

Failure of the Union to file a Policy Grievance arising from circumstances, of which they were not aware, shall not be considered precedent setting.

The Union, if not satisfied with the response at Step 2, may take a Policy Grievance to Step 3 within five days at the receipt of the Step 2 response. The regulations in Step 3 will prevail.

**9.08 Commission Grievance**

The Commission shall have 15 days following the date of occurrence to submit a Policy Grievance. It shall be submitted to the Unit Chairperson. The Union will hear the grievance at its next regularly scheduled monthly meeting. A written response will be provided by the Union within five days of the hearing.

**9.09 Time Limits**

Time limits for a hearing may be extended by agreement in writing between the Commission and Union. Permission for extensions will not be unreasonably withheld. When no such request has been made or the extension has expired:

- i) the Union may proceed to the next step
- ii) the Commission may consider the grievance abandoned.

**9.10** For the purposes of this Article and the Arbitration Article, the word "days" shall exclude Saturday, Sunday, Paid Holidays and any days where the grievor is on vacation.

**ARTICLE 10 ARBITRATION**

**10.01** If no settlement of the matter at issue can be reached at Step 3, then the initiating party, the Commission or the Executive Board/Unit Chairperson, may refer within 10 days after receipt of the decision received from the Commission or Union, the outstanding issues to a single arbitrator or in accordance with Section 48 of the *Labour Relations Act* for the final and binding settlement, without stoppage of work.

**10.02** The Parties agree to use the following list of four arbitrators on a rotational basis for grievances that are referred to arbitration. The selection of an arbitrator will begin with the first arbitrator and continue down the list as the need arises:

Kevin Burkett, Peter Barton,  
W. B. Rayner, Robert Howe

This list will remain in effect during the term of this agreement. In the event that an arbitrator must be replaced, the parties will mutually agree to the replacement.

**10.03** Both parties shall bear an equal share of the expenses of the single arbitrator.

**10.04** An arbitrator does not have the jurisdiction or power to add to, amend, or delete any part of this Agreement.

**ARTICLE 11 DISCIPLINE**

**11.01 Sunset Clause**

Discipline shall be removed from the personnel file after a period of eighteen months.

**11.02** The Commission shall use all reasonable efforts to obtain an appropriate Union Committee Person to be in attendance at a meeting where an employee is to be disciplined.

The Union shall receive a copy of all discipline given to employees.

**ARTICLE 12      SUSPENSION OF LICENSES AND QUALIFICATIONS**

- 12.01**
- (a) Upon written request by an employee who requires a valid driver's licence in the performance of his/her job, having five or more years of continuous service at the time of such request, the Commission may grant a leave of absence for up to one year without break in seniority or loss of job classification when the employee's driver's licence has been suspended, provided no such prior leave has been granted during his/her employment with the Commission.
  - (b) If a situation arises where an employee's driver's licence may be suspended for a period in excess of one year, the employee may apply to the General Manager for an extension of leave of absence beyond the one year period.
  - (c) In the event that an employment qualification of an employee is lost or temporarily suspended, the Commission may place the employee in an available position for which the employee has the required qualifications. The rate of pay shall be applicable to the position in which the employee is placed.

**ARTICLE 13      SENIORITY**

**13.01              Probationary Period**

The parties recognize that a probationary period provides the Commission with an opportunity to monitor and consider the suitability of an employee. Where the Commission determines that a probationary employee is not suitable for employment, it may terminate the employment relationship at its sole discretion. The probationary employee has no recourse to the grievance or arbitration process except where it is alleged that the Commission acted in a manner that was arbitrary, in bad faith or in violation of the Ontario Human Rights Code.

**13.02              Seniority Rights**

Seniority shall be calculated on a Commission wide basis. The Commission recognizes the service and seniority accrued under the former municipalities prior to the amalgamation.

**13.03              Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have been terminated if:

- (a) he/she quits his/her employment;
- (b) he/she retires;
- (c) he/she is discharged and such discharge is not reversed through the grievance or arbitration procedure;
- (d) he/she has been laid off for a period in excess of 36 months;
- (e) he/she is absent from scheduled work for a period of three consecutive working days without notifying the Commission of such absence and providing a satisfactory reason;
- (f) he/she uses an authorized leave of absence for a purpose other than the one it was granted for.

**13.04** If an employee accepts a transfer to a permanent or temporary position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit up to a maximum of twelve calendar months from starting in the position. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining



unit. An employee who has returned to the bargaining unit shall not leave the bargaining unit on a temporary basis for six months following his/her return. If an employee is outside the bargaining unit for more than one year or transfers during the six month period immediately following his/her return to the bargaining unit, he/she shall lose his/her seniority.

**ARTICLE 14      JOB POSTING**

**14.01**            Notice of job openings, permanent, temporary, or newly created, in any of the classifications in Schedule "A" and of at least six months duration shall be posted on all bulletin boards advising of such vacancies and the wage rate applicable to the job. The notice shall be posted for a period of not less than seven calendar days.

**14.02**            Commission Employees who apply at the time of such notice are to have preference in filling the vacancy. If an applicant has temporarily transferred resulting in a change to classification or status (i.e. part-time to full-time), he/she will be deemed to hold the status of their previous position prior to any transfer for the purpose of the job competition process.

**14.03**            Seniority shall always be given utmost consideration in making promotions, demotions, and transfers, and when skill and ability are relatively equal, seniority will prevail.

**14.04**            Where no regular employee applicant has the skills and abilities for the posted position, the Commission shall consider part-time applicants, probationary employees, temporary applicants and then outside applicants. To be eligible, probationary employees who make a request in writing may be considered at the discretion of the Deputy General Manager or designate.

**14.05**            When required, the Commission shall personally interview each applicant for the position within 30 days. If requested by the employee, notification of the reasons why an employee failed to receive any appointment shall be given in writing by the General Manager or his/her designate.

**14.06**            The Commission shall post on the bulletin boards the name of the successful applicant. Management will endeavour to fill the position within 30 days of the notice of the award.

**14.07**            (a) An employee who has successfully applied for a job vacancy shall serve a trial period of sixty (60) working days which may be extended for another sixty (60) working days by mutual agreement between the Union and the Commission. During the trial period, the employee is precluded from applying to positions in the same classification.

Once an employee has successfully completed their trial period they shall not be permitted to apply for positions in the same classification for a period of four months from the date that the trial period is completed, unless there would be a change in status from part-time to full-time or vice versa.

(b) During this period, at the employee's option, or where he/she is deemed unsatisfactory by the Commission in the position, he/she will be returned to his/her former position without loss of seniority. Should the Commission deem the employee unsatisfactory in the position, the employee will not be eligible to re-apply to that classification for six months. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her original position without loss of seniority. The return to the original positions would take place within twenty (20) days.

- (c) The Commission may fill any vacancy resulting from Article 14.07(b) by appointing the next candidate pursuant to Article 14.03 without repeating the original competition.

**14.08** When the Commission is posting one position, it may also post the successive probable resulting job vacancies which it projects will result from the movement of the projected successful applicant into the original job vacancy. The probable job vacancy postings results will then be used to fill the subsequent vacancies if the Commission correctly predicted the location of the vacancy caused by the successful applicants. If the Commission prediction was incorrect then the normal job posting will be undertaken.

**14.09** Any person applying for the Truck and Coach Apprentice classification position must be a registered apprentice from an educational institution that has the ability to certify the apprentice.

**14.10** When an employee has posted into a Division, then that Division becomes the employee's home Division.

**14.11** Where a part-time employee posts into a full-time position, he/she shall not carry his/her seniority into the new position but will retain the seniority if he/she returns to a part-time position. Where a full-time employee posts into a part-time position, he/she shall not carry his/her seniority into the new position but will retain the seniority if he/she returns to a full-time position. In either situation, his/her service shall continue.

**ARTICLE 15 LEAD HAND, DRIVER TRAINER AND RELIEF DUTIES**

**15.01** (a) The Commission shall use the job posting provisions in Article 14 to determine the employee who will fill the Driver Trainer or relief duties.

(b) Management may appoint a lead hand who shall be the most senior employee working as a skilled trade on the shift to be covered. If deemed necessary, management may appoint a lead hand in the service area who shall be the most senior serviceperson. A Lead Hand shall be paid a premium of \$2.00 per hour in addition to his/her straight time hourly rate for all hours worked as a Lead Hand. Commencing January 1, 2019, a lead hand shall be paid a premium of \$2.50 per hour in addition to his/her straight time hourly rate for all hours worked as Lead Hand.

(c) A Driver Trainer or Service Trainer shall be paid a premium of \$2.00 per hour in addition to his/her straight time hourly rate for all hours worked as a Driver Trainer or Service Trainer.

(d) An employee performing relief duties shall be paid at the rate of the classification in which he/she is relieving in.

**ARTICLE 16 LAY OFFS**

**16.01** The principle governing lay offs is the last employee hired is the first employee laid off. The affected employee can bump a less senior employee provided the employee has the job skills and can perform the job to the satisfaction of Management.

**16.02** Any person bumped out of a position will be offered first right of refusal to that position, should it become vacant. The order of layoff shall be student, probationary, temporary, part-time, and then full-time.

**16.03** An employee laid off due to a reduction in the work volume shall retain the seniority with which he/she left the Commission, provided that the period of layoff is less than 36 months and provided that the person is available for work within 10 days of a registered letter being sent to his/her last known address. To qualify for rehiring, a person shall be fit to carry out the work, and if considered advisable by the Commission, may be required to take a medical examination. A person who is not available for work within 10 days or who is rehired after more than 36 months shall start work with no seniority.

**16.04** The Commission shall retain the responsibility and the right to determine the methods through which transit services are provided. However, in the event that a full-time employee with three (3) or more years' service is displaced from his/her job as a result of technological change, the Commission will endeavour to provide the Union with six months' notice in advance of the change and will assess whether the employee can be placed in a vacant position within the bargaining unit provided they have the necessary skill, ability and qualifications.

#### **ARTICLE 17 LEAVE OF ABSENCE**

**17.01** (a) The Commission may grant regular employees a leave of absence for personal reasons, for up to twelve (12) consecutive months, without pay and without loss of seniority or occupational classification, to any employee requesting such leave. Requests for such leaves of absence shall be in writing and each case to be dealt with on its merit.

(b) All leaves of absence shall be requested in writing not less than four (4) weeks in advance of the required leave. A written reply shall be given within five (5) days of such request. Management may waive this time period for extenuating circumstances.

(c) Benefits shall only be continued for leaves of absence of less than one month. Extension of benefit coverage is available to employees on a leave of absence in excess of one month provided one hundred percent of the total required contribution is paid monthly by the employee in advance of the beginning of every month.

#### **ARTICLE 18 JURY DUTY**

**18.01** (a) If an employee has to report for jury duty when he/she would normally be working, the Commission will make up the difference between the daily jury fee paid by the Court and the amount the employee would have normally earned, up to a maximum of eight hours pay per day, exclusive of shift premium or overtime.

(b) When dismissed early from jury duty, employees must report back to work. Employees called for jury duty must notify their Supervisor of the call as soon as possible and must furnish satisfactory evidence that he/she performed jury duty.

#### **ARTICLE 19 PUBLIC OFFICE**

**19.01** The Commission will allow an employee, at any given time, a Leave of Absence to hold public office without payment of wages or benefits. The employee's seniority and service will be frozen for the length of the leave. When the leave is over, the employee will be reinstated to his/her former job at the current rate of pay, provided he/she is able to do the job. At the employee's election, the employee must pay the full cost of the

employee and employer pension contributions at the end of each calendar year.

**ARTICLE 20 UNION LEAVE**

**20.01** The Commission may grant a leave of absence to a regular employee without pay or benefits and without loss of accrued seniority or occupational classification to any employee to serve in a full-time paid position with Unifor or any Provincial or National body with which the Union is affiliated. If the Regular Employee is eligible and chooses to continue OMERS contributions, the Commission shall make matching contributions.

**ARTICLE 21 BEREAVEMENT**

- 21.01**
- (a) When death occurs in an employee's immediate family, as defined below, the employee on request, will be excused with pay at the regular wage rate for five normally scheduled working days of his/her choice at the time of death or the funeral.
  - (b) The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister and Grandchild where the employee is the legal guardian responsible for the care and control of the grandchild.
  - (c) When death occurs in an employee's extended family, as defined below, the employee on request, will be excused with pay at the regular wage rate for three normally scheduled working days of his/her choice at the time of death or the funeral.
  - (d) The extended family for the purpose of this paragraph is defined as including: Grandmother, Grandfather, Grandchild, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Aunt and Uncle
  - (e) The definition of spouse shall be in compliance with the Ontario *Human Rights Code*.

**ARTICLE 22 PREGNANCY LEAVE**

- 22.01** The Commission agrees to comply with the requirements of the *ESA 2000* for leaves.
- 22.02** An employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.
- 22.03** The employee must give the employer:
- a) At least two weeks written notice of the date the leave is to begin; and
  - b) A certificate from a legally qualified medical practitioner stating the expected birth date.
- 22.04** The pregnancy leave of an employee who is entitled to take parental leave ends 17 weeks after the pregnancy leave began.
- 22.05** The employee must give the employer at least four weeks' written notice of that return.
- 22.06** A regular employee who is on pregnancy leave as provided under this Article who has applied for and is in receipt of Employment Insurance pregnancy benefits, pursuant to

Section 12 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-eight percent (78%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits, which are the maximum Employment Insurance benefits available to her during that 15 week pregnancy benefit period, and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period. Receipt by the Employer of the employee's Employment Insurance current claim information page shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The regular employee's normal earnings shall be determined by multiplying her straight time hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

**ARTICLE 23 PARENTAL/ADOPTION LEAVE**

- 23.01** Parental Leave may begin no more than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 23.02** The Parental Leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 23.03** The employee must give the employer at least two weeks written notice of the date the parental leave is to begin.
- 23.04** Employees who take pregnancy leave are entitled to take up to 35 weeks of parental leave. All other new parents are entitled to take up to 37 weeks of parental leave. An employee may end his or her parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

**ARTICLE 24 BENEFITS DURING PREGNANCY AND PARENTAL LEAVE/ADOPTION LEAVE**

- 24.01** During pregnancy leave or parental/adoption leave, an employee continues to participate in each type of benefit plan. The employer continues to pay its share of the premiums for any of these plans. The employee shall be entitled to OMERS unless he/she elects in writing not to do so. Credits continue to accrue towards seniority, service and length of employment for an employee on pregnancy or parental/adoption leave.
- 24.02** Vacation credits continue to accumulate during the leave of absence, and provided the employee returns to work following the leave, he/she will be entitled to the earned vacation time off with pay.

**ARTICLE 25 HOURS OF WORK**

- 25.01** It is expressly understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and computing overtime and shall not be considered a guarantee as to the hours of work per day or per week, the days of work per week, or the scheduling of such hours.
- 25.02 Support Services and Conventional Dispatch Hours of Work**
- (a) This section applies to all regular employees classified as Support Services and Conventional Dispatcher in Schedule "A".
  - (b) Regular employees shall be scheduled in shifts of five (5) days per week equalling a total of forty (40) hours of paid work each week. Each normal work day shall be

nine (9) hours in duration which includes a one (1) hour unpaid lunch.

- (c) These regular employees shall be entitled to two rest periods during an eight hour shift of not more than 15 minutes duration each.

**25.03**

**Operations Department Hours of Work for Conventional Operators**

- (a) This section applies to all regular employees classified as Operations in Schedule "A" of this Agreement.
- (b)
  - (i) Regular employees shall be scheduled in shifts of five days per week equalling a minimum of forty hours of paid work each week.
  - (ii) Regular employees on regular assignments shall be paid a minimum of eight hours for each days' signed work. The number of hours in the signed work shall be computed from the scheduled reporting time until completion of the work excluding time off periods in excess of twenty minutes between tours of duty.
  - (iii) An extension period of straight time rates beyond the normal eight-hour workday is agreed upon for the purpose of establishing more satisfactory lengths of assignments. Where there is an extension period, overtime rates will commence at the end of a regular assignment or after eight hours and fifteen minutes of working time, whichever is the shorter period.
  - (iv) The meal break shall be a minimum thirty minute unpaid period in addition to the eight hours of work. Where the Commission requires the regular employee to remain on duty during the meal break, the break shall be a thirty minute paid break within the eight hours of work.
- (c) All Spare Board Operators will be paid at the rate of two times their regular rate of pay for all work performed after a spread time of 12 hours. All Conventional Operators will be paid at the rate of two times their regular rate of pay for all work performed after a spread time of 14 hours. "Spread time" means the period of time between the commencement of the first work performed after 4:00 a.m. and the time of the termination of the last assignment in the 24 hour period.
- (d) **Report Time**

The report time will consist of ten minutes to perform a pre-trip inspection plus five minutes to perform a post trip inspection, if required. These times shall be built into all the appropriate roster paddles when applicable.
- (e) Runs that require travelling between starting and finish locations shall provide at least 30 minutes clear time for a lunch period, in addition to the travelling time.
- (f) Conventional Operators must have eight hours off work between the finish of any assignment and the start of the next day's assignment.
- (g) The Commission shall guarantee employees a minimum of two hours pay for each piece of work completed. For the purposes of this article, one piece of work may include two or more pieces of work with less than 60 minutes between the completion of one piece of work and the start of the next piece of work.

**25.04 Specialized Services Department Hours of Work**

- (a) This section applies to all regular employees classified as Specialized Services in Schedule "A".
- (b) Hours of Work

A regular employee shall be scheduled in shifts of five days per week equalling a minimum of forty hours of paid work each week. Each day shall total eight hours of work.
- (c) While seniority shall be accrued across both Operations Department (Conventional and Specialized Services), Specialized Service Operators shall not be displaced by Conventional Operators. Where there is a vacancy in the Specialized Services Department, it shall be filled pursuant to the Job Posting provisions of this Agreement.
- (d) The report time for Specialized Services Operator will consist of ten minutes to perform a pre-trip inspection plus five minutes to perform a post trip inspection, if required. These times shall be built into all the appropriate roster paddles when applicable.
- (e) During an eight hour shift, these regular employees shall be entitled to two paid rest periods of not more than 15 minutes duration each or one paid 30 minute rest period.

**25.05 Maintenance and Equipment Department Hours of Work**

- (a) This section applies to all regular employees classified as Maintenance and Equipment in Schedule "A"
- (b) Hours of Work
  - (i) A regular employee shall be scheduled in shifts of five (5) days per week equalling a total of forty (40) hours of paid work each week. Each day shall be eight and one half (8 1/2) hours including a half-hour (1/2) unpaid lunch.
  - (ii) Notwithstanding the above, regular employees who are required to be available to perform duties during the afternoon, night and weekend shifts shall be paid for a thirty minute lunch break. They shall work for seven and a half hours and be paid eight hours for each of these shifts.
  - (iii) Notwithstanding the above, regular Skilled Trades person assigned to lead hand duties shall be entitled to a paid lunch if they are required to be available to perform lead hand duties through their regularly scheduled lunch. (c) These regular employees shall be entitled to two paid rest periods during an eight hour shift of not more than 15 minutes duration each.

**ARTICLE 26 REST DAYS**

Rest days shall be consecutive as far as possible, consistent with the establishment of regular relief assignments. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall be incumbent upon Management to show that such departure is necessary to meet operational requirements.

**ARTICLE 27 OVERTIME**

**27.01** Overtime, which has been authorized by a supervisor, shall be one and one-half (1 ½) times the straight time rate for all hours in excess of eight hours or a normal workday, whichever is greater.

For Regular Employees Only:

Where a paddle value is less than 8 hours, overtime will be payable for time worked beyond the scheduled completion time of the last piece of work in the assigned paddle.

**27.02** When the Commission decides that overtime is required such work will be offered to qualified employees within the job classification in the Division (or Departmentally for Specialized Services) in which overtime is required and who normally perform the work.

**27.03** (a) Full-time Operators who wish to perform extra work should signify this and they will be called in accordance with the rotating roster for overtime work. When insufficient Operators have been obtained using the rotating roster for overtime work, the work will be covered in accordance with the following procedure.

(b) The master Seniority List will be used in selecting the junior employee in that classification when it is necessary to have an Operator work an overtime assignment when he/she does not wish to do so.

(c) When it is determined by management that none of the available Operators wish to take the assignment, then the junior Operator who is working that day and whose assignment will allow him/her to do the extra work, will be asked to take the assignment. If he/she has a good reason for not being able to work or cannot be reached, then the next senior employee will be contacted.

(d) If none of the drivers working that day are available to do the overtime, then procedure similar to Step 1 will be followed, starting with the junior employee on his/her off duty day.

(e) Overtime work already allocated may be changed by management provided the change is acceptable to the employee or employees involved in the change.

(f) A Union representative will be advised of any emergencies.

**27.04** The parties agree that the existing overtime distribution practices in Maintenance and Equipment Departments in Raleigh Division and Westney Division shall continue.

**27.05** For overtime caused by events beyond the control of the Commission, or caused by an employee absence characterized by little or no notice, the Commission may offer such overtime to an employee who is already onsite, seniority notwithstanding.

**27.06** Overtime shall be considered voluntary provided that if sufficient qualified employees who regularly perform the work do not volunteer to enable the Commission to maintain the scheduled service, the Commission may require, within the classification and Division, the most junior Student, then the most junior Part-Time employee, then Temporary employee, then Regular employee, within the particular Division (or departmentally for Specialized Services), who possesses the appropriate qualifications in reverse order of seniority to work overtime.

**27.07 Banked Overtime**

(a) All regular employees may bank overtime hours at overtime rates to a maximum of forty (40) hours of straight time per calendar year (e.g. 26.67 hours of overtime equals 40 hours of straight time), instead of receiving cash payment, for the purpose of taking paid banked time off.



- (b) Regular employees must indicate if they wish to bank overtime for this purpose by the end of January of each year. Regular employees may opt out at any time during the calendar year in which the overtime is being accumulated, but may not after December 31<sup>st</sup> of that year.
- (c) Banked time will be earned throughout the current calendar year. Banked time off is to be taken in the following calendar year.
- (d) With the exception of employees in the Maintenance and Equipment Department, time off will be taken in five consecutive days with no breakup into individual days.
- (e) The number of employees eligible will be limited to increments of 6 employees in Operations and 4 servicepersons who can be accommodated with time off during the pick process.
- (f) For those who signed up and cannot be accommodated for banked time off because of insufficient banked hours (must have banked 40 hours at straight time), pay-out will occur as soon as possible in the new year. For those who signed up and cannot be accommodated for lieu time because the increment criteria has not been met, pay-out will occur as soon as possible following the pick process.

**ARTICLE 28      SIGN-UP PROCEDURE**

**28.01            Conventional Operations**

- (a) The following 7 Board Periods are in effect each calendar year. It is understood that management will determine the design and quantity of paddles and rosters per Board Period based on anticipated operational needs:
  - 1. January (post-secondary class start) to February/March
    - 1b) Post and Pick Board Period: February/March to April (post-secondary class end): the paddle and rosters from Board Period 1 will not change and the parties will not engage in a Board review. Despite the foregoing, management will only post the number of rosters necessary to maintain efficient operations where the existing complement of employees is insufficient to staff the rosters posted in Board Period 1.
  - 2. April (post-secondary end of class) to June (high-school end of class)
  - 3. June (high-school end of class) to September (start of post-secondary and high-school class)
  - 4. September (start of post-secondary and high-school class) to October/November
    - 4b) Post and Pick Board Period: October/November to December (Post-secondary class end): the paddle and rosters from Board Period 4 will not change and the parties will not engage in a Board review. Despite the foregoing, management will only post the number of rosters necessary to maintain efficient operations where the existing complement of employees is insufficient to staff the rosters posted in Board Period 4.
  - 5. December (post-secondary class end) to January (return to post-secondary and high-school class)

The Commission will advise the Union of the specific Board Period dates on or before November 1<sup>st</sup> of the previous year.

- (b) (i) All Conventional Operator sign-ups shall be done by Division at each Division.
- (ii) The Commission will post one Sign-Up for each Board Period for each Division. The sign-up shall contain a list of rosters and will contain a Spare Board.
- (iii) The Commission will post a current seniority list of all employees in the Division with the Sign-Up at each location.
- (iv) Regular Operators in each Division shall sign-up in order of seniority. Temporary full-time employees, then Part-time and then students (if applicable) will be permitted to sign for open work that is remaining, in seniority order, following Regular Operator signups.
- (v) The sign-up shall start at least twenty-one (21) days prior to the commencement date of the applicable Board Period.
- (vi) Operators shall be allotted up to twenty minutes, unpaid time, to make their pick selection.
- (vii) Operators unable to attend will be allowed to leave written choices.
- (viii) Operators who do not sign-up during the designated period or do not leave choices will be assigned a roster by the Union Representative monitoring the process according to available and similar previously selected work with the following priorities applied: (i) days off; (ii) start/finish times; and (iii) route.
- (ix) Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned to the Spare Board pending the next period of Sign-Ups.
- (x) Vacancies, or additional work not known at the time of the sign-up, which occur between periods of Sign-Ups will be filled by the Spare Board or through the use of the Part Time employees.
- (xi) An Operator who signs for or is assigned to an assignment, must remain on such assignment until the end of the current Board Period.
- (xii) Operators shall complete their assignments as they appear in the assignment book, including the route and time allowed, unless there is proper authorization to do otherwise.
- (xiii) An employee failing to appear for his/her original assignment will be assigned to Spare Board, shall have the eight-hour guarantee cancelled and shall be paid only for time worked.
- (xiv) Effective September Board Period in 2015: Operators may work out of any Division when they are on the spare board or part-time availability.

- (c) (i) Assignment sheets of Spare Board work shall be posted at the employee's location not later than 2:00 pm each day for the following day, except that Monday's assignment sheet shall be posted not later than 4:00 pm on Friday.
  - (ii) Management shall designate and assign the hours of work, due regard being taken to keep the spread time as low as possible and the hours of work as evenly distributed among Spare Board Operators as is reasonable in each pay period.
  - (iii) Employees whose names appear thereon must personally sign for such work before midnight on that day, except for employees whose day's work is completed in a location other than his/her Division property or are on vacation or sick leave or leave of absence, may telephone the office at the employee's location between the hours of 2:00 pm and 4:00 pm to obtain their assignment for the following day.
  - (iv) Employees who are on duty until after midnight must sign before going home after the completion of their day's work.
- (d) Operators who miss their assignments shall be placed on the Spare Board for that day as per Article 28.01(c).
- (e) Part-Time Employees Assignment of Work
- (i) The following process shall be used for the assignment of work to part-time operators.
  - (ii) All part-time operators shall sign up for part-time rosters or designated availability rosters during each Board Period as designated in Article 28.01(a). Designated availability rosters shall not exceed three days per week. Where an employee is not active during the sign-up process, he/she will be required to submit availability for the remainder of the Board Period.
  - (iii) The process outlined in Article 28.01(b)(i), (ii), (iii), (v) to (viii), (xi), (xii) shall apply to part-time operators. The employer will consult with the union before making any changes to this process. Under no circumstance is there a guarantee of minimum hours for part-time employees.
  - (iv) Where an employee has signed up for designated availability spots, DRT endeavours to assign work to the employee to fill the availability. The assigned work shall be posted at the employee's location not later than 2:00 pm each day for the following day, except that Monday's assignment sheet shall be posted not later than 4:00 pm on Friday.
  - (v) Where the employee is unable to work an assigned shift as per their designated availability he/she shall be subject to discipline unless a reason has been provided that is satisfactory to the employer.
  - (vi) An employee who has a scheduled roster or designated availability may request a day off without pay by providing the Manager of Operations at least three days' notice (excluding weekends and holidays). The Manager will consider the request based on operational needs and will provide a response.

- (vii) Part-time employees may indicate their interest, in writing, to sign for a full-time roster for the summer vacation period prior to April 1<sup>st</sup>. Where the employer allows the employee to sign for a full-time roster, the employee shall not be permitted time off from work during that Board Period.

## 28.02

### Specialized Services

- (a) Board Period – a two month period as follows:

January	-	February
March	-	April
May	-	June
July	-	August
September	-	October
November	-	December

The parties recognize that a Board Period during the 2015 calendar year will begin on the first Monday of the new board period. It is also recognized that the Board Period for the 2015 summer months (July – August) shall be a ten week period.

The following 7 Board Periods will come into effect in the 2016 calendar year:

1. January (post-secondary class start) to February/March  
  
1b) Post and Pick Board Period: February/March to April (post-secondary class end): the paddle and rosters from Board Period 1 will not change and the parties will not engage in a Board review.
2. April (post-secondary end of class) to June (high-school end of class)
3. June (high-school end of class) to September (start of post-secondary and high-school class)
4. September (start of post-secondary and high-school class) to October/November  
  
4b) Post and Pick Board Period: October/November to December (Post-secondary class end): the paddle and rosters from Board Period 4 will not change and the parties will not engage in a Board review.
5. December (post-secondary class end) to January (return to post-secondary and high-school class)

The Commission will advise the Union of the specific Board Period dates on or before November 1<sup>st</sup> of the previous year.

- (b) (i) Specialized Services Operator sign-ups shall be done departmentally.
- (ii) The Specialized Services sign-up will only determine the location where the vehicle will be picked up/dropped off by the Operator at the beginning of the shift. It does not in any way restrict the assignment of work to a geographical area within Durham Region during the shift.
- (iii) The Commission will post a Sign-Up for each Board Period for Specialized Services at each location.

- (iv) The Commission will post a current seniority list of all employees in the Specialized Services with the Sign-Up.
  - (v) Specialized Services Operators shall sign-up in order of seniority. Temporary full-time employees, then Part-time and then students (if applicable) will be permitted to sign for open work that is remaining, in seniority order, following Specialized Services Operator signups.
  - (vi) The sign-up shall start at least twenty-one (21) days prior to the commencement date of the applicable Board Period.
  - (vii) Specialized Services Operators shall be allotted twenty minutes, unpaid time, to make their pick selection.
  - (viii) Specialized Services Operators unable to attend will be allowed to leave written choices.
  - (ix) Specialized Services Operators who do not sign-up during the designated period or do not leave choices will be assigned a roster by the Union Representative monitoring the process.
  - (x) Specialized Services Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned work by the Deputy General Manager of Specialized Services.
  - (xi) Vacancies or additional work not known at the time of the sign-up which occur between periods of Sign-Ups will be filled through the use of the Part-Time employees.
  - (xii) A Specialized Services Operator who signs for or is assigned to an assignment, must remain on such assignment until the end of the current Board Period.
  - (xiii) An employee failing to appear for his/her original assignment will be assigned work by the Deputy General Manager of Specialized Services or designate and shall have the eight-hour guarantee cancelled and shall be paid only for time worked.
- (c) Part-Time Employee Assignment of Work.
- (i) Part-time Specialized Service Operators shall sign for a part-time roster or weekly availability during each board period as per Article 28.02(a).
  - (ii) Part-time Specialized Service Operators signing for weekly availability commit to be available to work a minimum of twenty-four hours between 5:00 a.m. Monday and 11:00 p.m. Saturday. Part-time Specialized Operators shall not be guaranteed minimum hours of work.
  - (iii) Where a part-time Specialized Service Operator has signed for weekly availability, DRT endeavours to assign work to fill the availability. The assigned work will be posted at the Specialized Service Dispatch office no later than 2:00 p.m. the preceding Friday.
  - (iv) Part-time Specialized Service Operators may also be offered work in order of seniority to replace operators absent due to sickness or for other absences.

- (v) Where a part-time Specialized Service Operator is unable to work an assigned shift as per his/her weekly availability, he/she shall be subject to discipline unless a reason is provided that is satisfactory to the employer.
- (vi) Part-time Specialized Service Operators may request time-off without pay by providing a Specialized Service Supervisor at least two weeks notice. The Supervisor will consider each request based on operational needs and provide a response within seven days.
- (vii) Part-time Specialized Service Operators may indicate their interest, in writing, to sign for a full-time roster for the summer board period prior to April 1<sup>st</sup>. Where the Commission allows the employee to sign for a full-time roster, the employee shall not be permitted time off during the board period.

**28.03**

**Special Sign Up**

- (a) In the case of special sign-ups such as Thanksgiving, or Christmas Holidays, etc. the Commission will post the "blocking list" for all employees 21 days prior to the date of signup, if applicable.
- (b) Regular Conventional Operators will only select a single conventional roster in accordance with the blocking list.
- (c) Regular Specialized Services Operators will only select a single Specialized Services roster in accordance with the blocking list.
- (d) Temporary, Part-time, and then Students (if applicable) Operators will then select any remaining open work within their own Department (conventional or specialized services).
- (e) If additional work remains available, regular employees shall be offered the work as overtime and then the junior employee will be assigned the work if it is still available.

Effective the first Board Period of 2019, delete Article 28.03 and replace with the following: The Commission may post more than one pick during a Board Period sign-up to account for anticipated seasonal fluctuations i.e. Christmas Board and July 1<sup>st</sup> (when it falls on a weekend). Operators will select work from each pick in order of overall seniority during the Board Period sign-up. It is understood that the design and quantity of the paddles and rosters for these anticipated service fluctuations may be different than the design and quantity of the paddle and rosters for the regular Board Period in question.

**28.04**

**Vacation Relief Sign-Up**

At the discretion of the Deputy General Manager, Operations or Specialized Services, or designate and subject to operational needs, a vacation relief sign-up may also be made available for the respective Department in each Division, where applicable.

**28.05**

**Maintenance and Equipment Department**

- (a) All sign-ups shall be done at the location in which the employee works and, once signed, they shall remain for the duration of the Board Period.

(b) Board Period – a two month period as follows:

January	-	February
March	-	April
May	-	June
July	-	August
September	-	October
November	-	December

The parties recognize that a Board Period during the 2015 calendar year will begin on the first Monday of the new board period. It is also recognized that the Board Period for the 2015 summer months (July – August) shall be a ten week period.

Any new Division established by management shall have a sign-up process as determined by the Commission.

The following 7 Board Periods will come into effect in the 2016 calendar year:

1. January (post-secondary class start) to February/March

1b) Post and Pick Board Period: February/March to April (post-secondary class end): the paddle and rosters from Board Period 1 will not change and the parties will not engage in a Board review.

2. April (post-secondary end of class) to June (high-school end of class)

3. June (high-school end of class) to September (start of post-secondary and high-school class)

4. September (start of post-secondary and high-school class) to October/November

4b) Post and Pick Board Period: October/November to December (Post-secondary class end): the paddle and rosters from Board Period 4 will not change and the parties will not engage in a Board review.

5. December (post-secondary class end) to January (return to post-secondary and high-school class)

The Commission will advise the Union of the specific Board Period dates on or before November 1<sup>st</sup> of the previous year. Commencing January 2019, delete Board Period 5 with the condition that it could be reinstated by management if service levels in Operations increases.

(c) The Commission will post one Sign-Up for each Board Period. The sign-up shall contain shifts of 40 hours of work per week.

(d) The Commission will issue and post a current seniority list of all employees accompanied by a copy of the Sign-Ups at least twenty-one (21) days prior to the date of signing. The selection of work for the listed period shall be by seniority.

(e) Employees shall only sign up for shifts within their classification.

(f) Employees who fail to sign up for work shall be assigned to a shift by the Union Representative who is assisting in the scheduling. The representative monitoring the process will assign according to available and similar previously selected work with the following priorities applied (i) days off; and (ii) start/finish times.

- (g) Employees who resume duty following an authorized leave of absence or other absence will be assigned a shift at the sole discretion of the Deputy General Manager of the appropriate Department. If an employee is off for two or more weeks during a Board Period, their Board pick shall be offered by seniority to other qualified employees in the job classification for the earlier of: 1) the remainder of the Board Period; or 2) the employee's return to work. It is understood that any temporary vacancies arising from this placement shall not be subject to this same process and management will retain its right to determine staffing needs for such vacancies.
- (h) An employee who signs for or is assigned to an assignment must remain on such assignment until the end of the current Board Period.
- (i) Employees unable to attend will be allowed to leave written choices.
- (j) Included in the sign up will be shifts for the Swing Mechanics. In addition to being assigned to a Division, they may also be assigned to work at any location in the Department, for a minimum of one week, as directed by the Deputy General Manager, Maintenance and Equipment or his designate. The Swing Mechanic will be guaranteed a normal work week of 40 hours per week, but will not be eligible to receive mileage for travel between the various work locations in the Region.

**28.06**

**Special Sign-up for Maintenance and Equipment**

- a) In case of special sign-up such as, Thanksgiving, or Christmas Holidays etc., the Commission, for each garage will post the overtime work and overtime list 7 days prior to the date of sign-up.
- b) Maintenance and Equipment employees at each garage will select a piece of work in accordance with the overtime list.

**ARTICLE 29**

**ROSTER OR SHIFT EXCHANGES**

**29.01**

Approved exchange of rosters/shifts will be permitted as long as the following conditions are met:

1. Roster/shift exchanges do not apply to open or unassigned work. They are intended to be between two (2) employees desiring to exchange working hours. Exchanges are not intended to be for all of or part of a sign-up period and should be limited to one or two days wherever possible.
2. The requested exchange of roster/shift must be submitted to the appropriate supervisor, using the required exchange form, 72 hours in advance of the date of exchange.
3. The required exchange form shall be dated and signed by both employees involved.
4. Exchange of roster/shift will be between two (2) members of the same Division who are able to fulfill the commitment.
5. It is also agreed and understood that both parties involved have the obligation and responsibility to work the requested and approved exchange of roster/shift.



6. If for any reason (other than a valid emergency or urgent unforeseen circumstance) either member fails to fulfill his/her commitment, any future similar request from the defaulting member may be denied at the Commission's discretion.

**ARTICLE 30 SPARE BOARD**

- 30.01** An employee failing to appear for his/her original assignment will be assigned to Spare Board, shall have the eight-hour guarantee cancelled and shall be paid only for time worked.
- 30.02** (a) The Commission will provide a meal allowance to a Spare Board Operator when he/she, while at work, is assigned to an emergency replacement run with less than one hour off duty before he/she commences the new work assignment. A one-half hour lunch period, clear of travelling time between starting and finishing locations, will be provided without pay.
- (b) Any Spare Board Operator not on stand-in called out before 7:00 a.m. to cover a regular run for the day, will be entitled to a meal allowance.
- 30.03** Spread time for the purpose of this agreement means the period of time between commencement of the first work performed during the service day and the time of the termination of the last assignment for that service day. Spare Board Operators will be paid at the rate of double time for all work performed after a spread time of 12 hours.
- 30.04** If an Operator on Spare Board has completed eight hours on an assigned roster, he/she will not be assigned overtime. Overtime will be assigned to the Overtime List. However, an Operator on Spare Board which is on stand-in or who has operated a piece of work of up to two hours duration, may still be assigned to a regular roster.

**ARTICLE 31 CALL-BACK/CALL-IN**

- 31.01** When a regular employee has completed his/her regular shift and has left the Commission's premises and, without prior notification, is called back to perform additional work, he/she shall be paid a minimum of four hours at the straight time rate, or time actually worked at the applicable rate, whichever is greater. This clause will come into effect only once in a two hour period.
- 31.02** An employee who reports for work on his/her off duty day will be paid a minimum, the equivalent of two hours overtime, for a first and second call-in. No minimum shall apply on a call-in where the employee is stopped before leaving home, except when the employee is called prior to 8:00 a.m.

**ARTICLE 32 PAY FOR CONFERENCES AND TRAVEL**

- 32.01** (a) When an employee is sent on a training course by the Commission, the hours of the course shall be considered as the regular hours of work for the purpose of the payment of wages. No overtime shall be paid for course attendance or for travelling to and from the course location and no regular time shall be lost. If the duration of the course plus travel time to and from the location exceeds eight hours, the additional hours will be paid at the straight time rate.
- (b) Depending on the start time and the distance to the training course, the employee, at the discretion of the Commission, may stay over the night before the course with accommodation to be paid by the Commission.

- (c) If the employee is required to attend the course on his/her normal day off work, he/she shall be allowed an equivalent time off at a later date, to be taken at a mutually agreeable time with the Supervisor. Such time off will not exceed eight hours per day of course attendance.
- (d) Employees on a training course of one week or more duration shall be reimbursed twenty dollars per week for incidentals.
- (e) Travelling expenses shall be in accordance with the Commission's established policies.

**ARTICLE 33 MEAL ALLOWANCE**

- 33.01** Employees who work four or more hours of overtime in addition to their normal day's work will be paid an \$11.00 Meal Allowance. Commencing March 22, 2018, employees who work four or more hours of overtime in addition to their normal day's work will be paid a \$12.00 Meal Allowance.

**ARTICLE 34 OTHER COMPENSATION ISSUES**

- 34.01** Where an accident report has not been completed during the shift, the employee will be paid fifteen minutes at straight time rates to complete the report at the end of their shift. Any additional time over 15 minutes will be paid to the next even 10 minutes.

- 34.02** Employees who must report to the police station when off duty regarding an accident they were involved in while driving a Commission vehicle will be paid at overtime rates for all time outside their regular working hours. Any additional time over one hour will be paid to the next even 10 minutes.

**34.03 Drivers Licences – Class 'B' and 'C'**

When the Commission requires an employee to obtain a driver's licence reclassification; or when the Ministry of Transportation, Ontario requires an employee requiring a Class 'B' or 'C' (Operators (Conventional and Specialized), Skilled Trades, Serviceperson & Tireperson) to take a test and/or medical for renewal of his/her licence, the Commission will pay for the cost of the medical and any drivers test. If it is necessary for the employee to take time off from work for this purpose, the time lost will be paid at straight time rates; or if it is necessary for the employee to take the above noted test and/or medical on his/her off duty hours, then he/she will receive two hours pay at straight time rates.

All tests for renewal of an employee's work related licence will be taken at the Commission's facility. If the employee elects to take the test at the Ministry of Transportation, Ontario, it will be at his/her own expense.

**ARTICLE 35 Temporary Transfer**

- 35.01** If the Commission temporarily transfers an employee to a higher paying classification, then he/she shall be paid the higher rate for all hours worked in that assignment. If the Commission temporarily transfers an employee to a lower classification, he/she shall be paid at the rate of his/her original classification for all hours worked.

**ARTICLE 36 PREMIUM PAY**

**36.01 Shift Premium**

All employees shall receive a shift premium of ninety cents (\$0.90) per hour for all quarter hours worked between 5:00 p.m. and 7:00 a.m.

**36.02 Sunday Premium**

All regular employees, excluding regular Maintenance employees, who work on a Sunday shall be paid at one and one quarter times their regular rate for all hours worked. Notwithstanding Article 27 and Article 39.01, overtime worked on a Sunday by all regular employees, excluding regular Maintenance, shall be paid at time and one half their regular rate for all hours worked.

Regular Maintenance employees who work on a Sunday shall be paid at one and one half times their regular rate for all hours worked. Notwithstanding Article 27 and Article 39.01, overtime worked on a Sunday by regular Maintenance employees shall be paid at double time their regular rate for all hours worked.

**ARTICLE 37 COURT TIME**

**37.01** Employees who lose time by reason of being required to attend Court, Coroner's inquest or to appear as witnesses, in cases in which the Commission is involved, will be paid for time so lost. If such appearance is during non-working hours then he/she shall receive the greater of two hours at straight time or straight time for the actual hours in attendance. Necessary actual expenses while away from the Commission's premises will be allowed. Any fee or mileage occurring shall be assigned to the Commission.

**37.02** Employees who lose time by reason of being required to attend Court, Coroner's inquest, or to appear as witnesses, in cases in which the Commission is not involved, but in which the employee's involvement arises out of the performance of his/her job, will be paid for time so lost. Any fees accruing for the time paid for by the Commission shall be assigned to the Commission.

**37.03** The above paragraphs do not apply for labour arbitrations, Ontario Labour Relations Board matters, *Employment Standards Act* matters, Human Rights matters, or any other labour or employment related matter.

**ARTICLE 38 WAGE SCHEDULE AND PREMIUMS**

**38.01** The occupational classifications and the corresponding wage rates are set out in Schedule A.

**38.02** There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

**ARTICLE 39 PAID HOLIDAYS**

**39.01** Regular employees shall be entitled to the following paid holidays:

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

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

Employees who work on a paid holiday shall be paid at two times their regular rate of pay for all hours worked as well as the appropriate holiday pay. A minimum of four hours pay at straight time rates shall apply.

**39.02** The regular employee's birthday holiday will be used as a floater. If the regular employee requests to have the day off on his/her birthday, it will be granted, if the regular employee notifies the Commission in writing two weeks in advance. To be entitled to the birthday holiday, the regular employee must be a Commission employee for at least six months prior to his/her birthday.

**39.03** In addition, regular employees will be allowed two floating holidays per year, to be taken at a time approved by Management. Regular employees with the exception of the Operations Department will have the ability to take the floating holidays in separate allotments of four hours lieu time.

**39.04** To be entitled to the first floating holiday, a probationary employee or the regular employee leaving the employment of the Commission must be a Commission employee on Easter Monday; and to be entitled to the second floating holiday, the probationary employee or the Regular employee leaving the employment of the Commission, must be a Commission employee on Remembrance Day. Where practicable, the floating holidays may be taken during the March Break or Christmas school vacation, or consecutive with the regular employee's annual vacation or other off-duty days.

**39.05** To qualify for payment for the holidays listed in Article 39, regular employees must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday.

**39.06** Regular employees who are absent from work on either or both of these days, but are in receipt of basic wages from the Commission, and regular employees who are absent from work on either, but not both of these days and are in receipt of Workplace Safety & Insurance Board benefits for that day, shall be entitled to the holiday pay.

**39.07** Regular employees who are not in receipt of wages and are absent from work on either or both of these days due to circumstances considered by the Commission to be beyond their control shall be entitled to the holiday pay.

**39.08** Regular employees will be compensated on the basis of eight hours for each holiday listed in Article 39 at the straight time rates for their job classification if they are not scheduled and do not work on that day. Higher rates for temporary assignments and/or shift differentials will not apply.

**39.09** Any employee who is not a regular employee shall receive holiday pay pursuant to the *Employment Standards Act, 2000*. A Part-Time employee shall be entitled to holiday pay pursuant to the *Employment Standards Act 2000* for the Civic Holiday.

**39.10** When a paid holiday or holidays fall in an employee's scheduled week of vacation, only the number of days taken off in addition to the holiday(s) shall be charged against the employee's vacation credits. When an employee takes a week of vacation which includes a paid holiday or holidays, the unused day(s) of vacation called "lieu days" may be taken as single day(s) and deferred to a date no later than one year from the occurrence.

**ARTICLE 40 VACATIONS**

**40.01** (a) Regular employees are entitled to paid vacation based on their years of active service and shall increase as follows in the calendar year in which they complete:

<b>Years of Active Service</b>	<b>Vacation Entitlement</b>
Less than one year	One day per month worked to a maximum of ten working days
One year but less than three years	Ten working days
Three years but less than eight years	Fifteen working days
Eight years but less than sixteen years	Twenty working days
Sixteen years but less than twenty-three years	Twenty-five working days
Twenty-three years but less than thirty years	Thirty working days
Over thirty years	Thirty-five days

(b) The vacation year will run from January 1 to December 31.

- 40.02**
- (a) Applications for vacations must be filed by November 30<sup>th</sup> of the previous year. The Commission will post the approved vacation schedule on or before January 7<sup>th</sup> in the work area concerned. Subject to the Commission's right to maintain a qualified workforce, with appropriate minimum staffing, the choice of vacation days requested before November 30<sup>th</sup> will be granted in order of seniority.
  - (b) Vacation selections shall not exceed three weeks in the prime vacation period (Board Period 3, as defined in Article 28) during the initial round of vacation sign-up, except in special circumstances and with the approval of the Commission.
  - (c) It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion. Requests received after November 30<sup>th</sup> shall be granted on a first requested basis consistent with the above criteria.
  - (d) Subject to operational needs, DRT may allow employees, on a case by case basis, to extend their vacation selection during the Christmas Holiday Season into the first week of January of the following year by selecting those days from their current vacation year entitlement.

- (e) An employee who has been approved for vacation during the prime period cannot cancel that vacation unless authorized by the Commission. If they are permitted to cancel their vacation as a result of illness, injury or other compassionate grounds, the vacation period cannot be assigned to another employee unless authorized by the Commission.
- (f) On or before September 30<sup>th</sup>, part-time employees shall advise the Commission in writing of how much unpaid vacation time they wish to take off in the next calendar year pursuant to minimum entitlements under the Employment Standards Act, 2000, as may be amended from time to time. If they are electing to forgo some or all of their unpaid vacation, they must sign-off on a declaration, as required by the Director of Employment Standards, and are bound by their decision.

If the part-time employee wishes to take such time off, they must select it by no later than November 30<sup>th</sup> of the previous year and the Commission shall grant such time off based on seniority and operational need after the full-time vacation schedule has been posted.

- 40.03** Employees who fail to pick their vacation shall be required to select from the remaining vacation time available at the end of the vacation sign up. A refusal to pick shall result in the assignment of vacation time by the Commission.
- 40.04** All vacation shall be taken in the calendar year of entitlement except where an employee with unused vacation entitlement is absent from work at the end of the year because of disability and is in receipt of Sick Leave or Workplace Safety & Insurance Board temporary total disability benefits.
- 40.05** A week of vacation shall consist of not more than five regular working days, along with any normal off duty days. In addition, up to five single days of vacation may be taken by an employee.
- 40.06** An employee upon ceasing employment with the Commission shall receive the pro rated amount of his/her vacation entitlement for the calendar year. If an employee has received vacation which he has not yet earned then it shall be deducted from any monies owing to the employee.
- 40.07** Leave of absences in excess of thirty (30) consecutive calendar days will reduce the paid vacation entitlement on a pro rated basis.
- 40.08** An employee who is off work and being paid by a Long Term Disability Insurance Carrier shall not accrue his/her vacation entitlement while he/she is absent.
- 40.09** An employee who is off work for more than eight (8) consecutive months as a result of a workplace illness/injury and is in receipt of W.S.I.B. benefits, shall not accrue his/her vacation entitlement while he/she is absent but shall not forfeit any amount of vacation already earned immediately prior to being absent from work. When such employee returns to work, his/her vacation entitlement for the year in which he/she returns shall be prorated.
- 40.10** An employee who is off work on an unpaid sick leave for three or more months will have his/her paid vacation entitlement reduced on a pro rated basis.

Clarity Note for Article 40

1. The pro-rated formula will be based on vacation entitlement being earned at a rate of one-twelfth (1/12) for each calendar month of service.

2. The employee will receive the vacation entitlement only if he/she has worked one-half (1/2) or more of the working days in the month in the case of an incomplete month of service.

**40.11** A part-time employee who has attained the required hours as outlined in the chart below, by December 31<sup>st</sup> in any year shall be entitled to the corresponding vacation in the year following the completion of the required number of hours. Vacation pay for part-time employees will be included in the regular bi-weekly payroll.

<b>Seniority Hours</b>	<b>Percentage of Employee Earnings for the Year</b>
5850 or less	4%
Greater than 5850	6%
Greater than 11,700	8%

**40.12** A retiring employee may decide to forfeit their vacation in their final year of work and receive the accrued vacation entitlement.

**40.13** All vacation sign-ups in the Maintenance and Equipment Department will be done by garage. The Commission will post the current seniority list of employees within the garage.

**ARTICLE 41 SICK LEAVE**

**41.01** The Commission agrees to the following Sick Leave Plan for regular employees:

- (a) Sick leave credits will accumulate at the rate of one and one-half days per month;
- (b) Sick leave credits to date will be calculated from length of service with the Commission at the rate of one and one-half days per month. All days absent due to sickness will be deducted from this total;
- (c) Employees will be compensated on the basis of eight hours for each sick leave taken, at the straight time rates for that job classification;
- (d) Higher rates for temporary assignments and/or shift differentials will not apply;
- (e) Sick leave pay is for bona fide employee disabilities because of illness or non-occupational injury, except that, where an employee obtains approval in advance from Management and schedules appointments to keep the time away from work to a minimum, time lost for treatment or tests prescribed by a doctor, will be paid for from the employee's sick leave credits. Management may request a doctor's certificate at any time to be completed by the doctor for any time any employee is off on sick leave and shall be reimbursed up to \$40.00 upon production of a receipt.
- (f) It is understood and agreed that the benefits granted by the Commission satisfy the requirements pursuant to the *Employment Insurance Act* to provide a rebate to the Commission.
- (g) An employee shall be entitled to use up to five (5) days per calendar year of their banked sick day credits to deal with family/dependent emergencies as defined by section 50 of the Employment Standards Act, 2000, as may be amended from time to time.

**41.02** An employee who, due to sudden illness or for another reason, is unable to report for work at the scheduled time shall notify his/her Supervisor, or designate, sixty minutes in advance of the scheduled start time. Failure to report may result in loss of pay unless the Commission determines there is a valid justification.

**41.03** While an employee is receiving Workplace Safety & Insurance Board (WSIB) benefits, the Commission will augment WSIB payments from the employee's sick leave credits up to a maximum of 10% of the employee's basic wage rate at the time the employee is in receipt of WSIB benefits, but in no case shall the combined payments exceed the employee's basic wage with income tax deducted, less the equivalent of \$7.50 per week. Such payments by the Commission shall not be applicable in conjunction with WSIB benefits in the case of the death of the employee, permanent disability payment or lump sum settlements; or in the event the employee returns to work in any capacity with the Commission or elsewhere. In order to qualify for the Commission's payments, it is the employee's responsibility to keep the Commission informed of the nature of the WSIB payments and any changes therein.

**41.04** In order to compensate for the delay in payments to employees from the Workplace Safety & Insurance Board, employees applying to the Board for benefits will be eligible for weekly pay advances, to a maximum of six weeks of advances, beginning with the first full week of time missed.

The following stipulations will apply to advances given:

1. The employee must have sick leave credits to cover the advance.
2. Advances will be processed on a weekly basis and will not exceed eligible WSIB benefits.
3. The employee must sign a waiver indicating that repayment of the advances will begin immediately upon receipt of WSIB benefits.
4. If the WSIB claim is not approved, sick leave credits will be charged against the advances until they are repaid in full.

## **ARTICLE 42 BENEFITS**

**42.01** The Commission will provide the following employee benefit program, with premiums payable by the Commission, except as noted, to all regular employees:

- (a) Life Insurance – twice basic annual salary to a maximum insured amount of \$200,000. Coverage to commence from sixth month of service.
- (b) Paid-up Life Insurance Policy for retired employees at age 65 or later, or after achieving an OMERS factor of 90, \$2,500.
- (c) Accidental Death and Dismemberment insurance equal to two times the basic annual salary rounded to the higher \$1,000 if not already a multiple thereof to a maximum of \$200,000 in the event of accidental death. Coverage to commence from sixth month of service.
- (d) Extended Health insurance to commence from third month of service and to provide:



- (i) Semi-private hospital coverage, no deductible.
  - (ii) Drug Plan - 100% reimbursement. A drug card will be provided. There will be a dispensing fee cap of \$10.00 per prescription.
  - (iii) Vision care with a four-hundred dollar (\$400) maximum over each 2 calendar year period. This amount includes payment towards laser eye surgery, prescription sun glasses and prescription eye protection gear. One optical exam covered every two years to a maximum of \$100 per visit.
  - (iv) Ambulance Service and Other Eligible Extended Health Benefits Expenses.
  - (v) Chiropractic, acupuncture, physiotherapy, naturopath, massage therapy, podiatrist and chiropodist to a combined maximum of \$900 per year.
  - (vi) Treatment of speech impairments by a registered speech therapist. The maximum amount payable is five thousand dollars (\$5,000) per calendar year.
  - (vii) Out-of-country and out-of-province coverage.
  - (viii) PSA Test once every two years.
  - (ix) Orthotic coverage where medically necessary up to a maximum of \$550 every two calendar years for every covered adult and \$550 every calendar year for every covered dependent child.
  - (x) Coverage for hearing aids not to exceed \$300.00 in total for an employee and the benefits members of his/her family in any two consecutive years.
- (e) Long Term Disability – payable at 70% of basic earnings (fully integrated with government benefits) to a maximum of five thousand dollars (\$5000) per month. A 17 week waiting period shall apply. Effective January 1, 2019, the maximum amount shall increase to six thousand dollars (\$6,000) per month.
- (f) Dental Plan – Coverage to commence from sixth (6<sup>th</sup>) month of service:
- Basic** – no co-insurance and basic dental recall every 6 months. Effective January 1, 2019, no co-insurance and basic dental recall every 9 months.
- Endodontics and Periodontics** - co-insurance with plan paying 75% and employee 25% and scaling and/or root planing to annual maximum of eight (8) time units per year.
- Orthodontics** – co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$3,000 per child.
- Major Restorative** – co-insurance with plan paying 50% and employee 50%.
- Annual Maximum** – for all dental benefits is \$2,200 per insured person.
- Payments under the plan will be based on the current O.D.A fee guide.
- (g) Survivor Benefits: Upon the death of an active employee who is in receipt of benefits, the employee's spouse and dependents will continue to have EHB and dental coverage for a maximum of 24 months or age 65 of spouse or until they remarry, whichever comes first.

- (h) Part Time Benefits – All Part Time employees shall be paid in lieu of benefits based on the following formula:

Applicable straight time hourly rate + 12%

It is understood that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in OMERS when eligible in accordance with its terms and conditions. For part-time employees who are members of OMERS, the percentage in lieu of fringe benefits is nine percent (9%).

- (i) Employees over the age of 65 shall be excluded from Articles 42.01(a), 42.01(c), 42.01(e).

**42.02** It is understood that the benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the insurance company, but the Commission will use its best efforts to assist the employee in dealing with the insurance company.

**42.03** It is understood that the Commission may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Commission shall notify the Union to explain the proposed change.

**42.04 Unifor Legal Services Plan**

The Commission shall contribute 12 cents per regular hour of work per employee on a monthly basis towards the Unifor Legal Services Plan.

**ARTICLE 43 PENSION**

**43.01** All employees must participate in OMERS subject to the OMERS Act and Regulations and by-laws. The Commission and employee shall make equal basic contributions to the Ontario Municipal Employees Retirement System.

**43.02** All employees who were on staff with a predecessor employer municipality and entitled to OMERS Type 3 benefits on December 31, 1982 will continue to have the additional alternative of Type 3 supplementary pension benefits.

**43.03** Regular employees who retire early (before age 65) and achieve an OMERS factor of 90 or have at least 15 years of continuous employment with the Commission at the time of retirement and who take a retirement pension, will be provided with Extended Health and the Dental Plan coverage up to age 65. The cost of this program is paid by the Commission.

This provision shall not apply to those employees who are covered by the Letter of Understanding regarding retiree benefits.

**ARTICLE 44 CLOTHING & TOOLS**

**44.01 Operations and Special Services Uniforms**

(a) Operators in the Operations and Special Services Departments shall be issued the following uniform allotment upon successful completion of their probationary period:

- 2 Pants
- 4 Shirts  
(Short or Long Sleeve only)
- 1 Tie
- Rain Gear
- 1 Neck Sweater
- 1 Ball Cap

Once a Regular Operator has completed his/her probationary period, he/she shall be entitled to 390 points each calendar year. Operators may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

<b>Clothing</b>	<b>Point Value</b>	<b>Clothing</b>	<b>Point Value</b>
Men's Work Pants	26	Ladies' Work Pants	26
Men's Long Sleeve Work Shirt	28	Ladies' Long Sleeve Work Shirt	28
Men's Short Sleeve Work Shirt	23	Ladies' Short Sleeve Work Shirt	23
Men's Tie	9	Ladies Tie	9
Long Sleeve V Neck Sweater	30	Sleeveless V Neck Sweater	26
Nylon Parka	57	3 in 1 Parka Style Jacket	70
Ball Cap	7	Toque	6
Golf Shirt	15	Turtleneck Sweater (Specialized Services Only)	20
Culottes	42	Shorts	26
Trench Coat	125	Tunic	126
Socks	7	Cardigan	41
Yukon Hat	33	Skort	31
Seasonal Gloves	TBD	Rain Gear	TBD
<b>Points do not accumulate or carry over to subsequent years.</b>			

Specialized Services Rain Gear shall be replaced on an as needed basis.

Employees in Specialized Services shall be provided with seasonal gloves on an as needed basis.

(b) Clothing points do not accumulate or carry over to subsequent years. However, employees may carry over up to 100 clothing points into the next calendar year if they give management notice before June 30<sup>th</sup> of the current calendar year. If those points are not used in the next calendar year, they will be lost.

44.02

**Maintenance And Equipment Uniforms**

(a) New hires in the Maintenance and Equipment Department shall be issued the following uniform allotment upon successful completion of their probationary period:

- 4 Shirts
- 2 Work Pants
- 1 High Visibility Jacket
- Rain Gear (if required)

(b) Once a Regular employee has completed his/her probationary period, he/she shall be entitled to 230 points each calendar year. Employees may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

(c) The uniform allowance for Maintenance and Equipment shall apply to Stores Persons.

<b>Clothing</b>	<b>Point Value</b>	<b>Clothing</b>	<b>Point Value</b>
Golf Shirts	15	T-Shirts	10
Long Sleeve Work Shirts	21	Short Sleeve Work Shirts	20
Men's Work Pants	26	Ladies' Work Pants	26
Men's Jeans	35	Ladies' Jeans	35
Sweatshirts	37	3 in 1 Parka Style Jacket	70
Long Sleeve T-Shirt	25	Seasonal Gloves	TBD
<b>Points do not accumulate or carry over to subsequent years.</b>			

- (d) Where a choice is available from the supplier at no additional cost to DRT, an employee may choose from either black or blue jeans.
- (e) Service Persons shall receive one pair of rubber boots that meet CSA standards to be replaced on an as needed basis.
- (f) Rain Gear, where required, shall be replaced on an as needed basis.
- (g) A High Visibility Jacket shall be provided as required and replaced on an as needed basis.
- (h) Clothing points do not accumulate or carry over to subsequent years. However, employees may carry over up to 100 clothing points into the next calendar year if they give management notice before June 30<sup>th</sup> of the current calendar year. If those points are not used in the next calendar year, they will be lost.

**44.03 Smocks**

Stores Persons shall be entitled to two stores smocks to be replaced on an as needed basis.

**44.04 Boot Allowance**

All employees who have completed their probationary period employed in the Maintenance and Equipment Department classifications as well as the Maintenance Clerk, Operations Clerk, Stores Persons and all Specialized Services Operators shall be entitled to a maximum of \$195 each year, for work boots that meet CSA standards. Effective March 1, 2013, this allowance increases to \$205.00 each year. Probationary employees shall be reimbursed a pro-rated amount of the boot allowance upon successful completion of the probationary period. Regular and Part-Time employees transferring into a department or classification requiring safety boots will be required to purchase safety boots upon transfer. Reimbursement will be issued upon successful completion of the trial period on a prorated basis.

For the purpose of these payments, the year is March 1 – February 28.

**44.05 Tools**

- (a) Skilled Trades shall provide their own tools and shall receive a one-time tool allowance of \$1000. This payment shall be provided to the employee as a separate payment in the first pay period in June of each year. Commencing January 1, 2019, Skilled Trades shall provide their own tools and shall receive a one-time tool allowance of \$1,100. This payment shall be provided to the employee as a separate payment in the first pay period in June of each year.
- (b) The Commission will provide insurance coverage for Skilled Tradespersons' tools up to a maximum of \$10,000 with a \$650.00 deductible paid by the employee. Skilled Tradespersons must provide a complete list of tools in order to be eligible for this insurance coverage.

**44.06 Coveralls**

All employees in the Maintenance and Equipment Department shall be provided with ten changes of coveralls every two weeks as required. The coveralls remain the property of the Commission or service provider as appropriate.

**44.07** The current issue of clothing and boots supplied by the Commission is to be worn only on duty or while going to and from work. The current issue of clothing shall be turned in if required by the Commission, when the employee's work no longer requires that type of clothing or when the employee leaves the service of the Commission.

**44.08** Replacement of these items will be at the sole discretion of the immediate manager upon inspection of the worn or damaged clothing to be replaced. In order to receive a replacement, the employee must return the worn out or broken article.

**44.09** Employees transferring from one department to another shall receive the applicable post probationary clothing allotment once they have completed the trial period.

**ARTICLE 45 MILEAGE**

**45.01** All employees shall be paid mileage, at the Region of Durham rate as amended from time to time, if they are required to report to a location using their personal vehicle other than their home Division. The quantum of mileage shall be the distance between the Home location and the assigned location in the different Division. Swing Mechanic, Swing Serviceperson, employees on the spare board, and employees working on part-time availability will not be paid mileage when changing assignments between Divisions.

**ARTICLE 46 WASH-UP**

**46.01** Employees in the Maintenance and Equipment Department shall be given five minutes twice daily before lunch time and before leaving work in which to wash up.

**ARTICLE 47 NO STRIKE OR LOCKOUT**

**47.01** The Commission and the Union agree that there will be no strike or lockout as defined in the *Ontario Labour Relations Act* during the term of the Agreement.

**47.02 Picket Line**

The Commission acknowledges the Union's philosophy of solidarity for those unionized workers engaged in legal strike action. In recognition of this, members covered by the Collective Agreement will not be required to cross legal picket lines. The Commission will attempt to temporarily relocate bus service where necessary to comply with this article.

**ARTICLE 48 GENERAL MATTERS**

**48.01 Day of Mourning**

The Commission agrees to allow employees one minute of silence at 11:00 am on April 28 of each year in observance of those workers killed on the job.

**48.02 Minutes of Commission meetings**

Minutes of regular Commission meetings, public portion only, will be provided to the Union.

**48.03 Parking Uptown**

The Commission shall arrange for four parking spots at King St. and Centre St. in Oshawa.

**48.04 Job Descriptions**

The Commission will provide job descriptions for all job classifications in the bargaining unit.

**48.05 Bulletin Boards**

The Union shall be supplied notice boards for the posting of legitimate Union information which has been signed by the properly authorized union officials.

**48.06 Work Outside of the Commission**

The Commission and the Union agree that it is most undesirable to have Commission regular employees engaged in work for hire outside the Commission, both from the point of view of taking employment from others who need it more urgently and from the reflection it may cast on the Commission. If, in spite of the above statement, an employee engages in work for hire, the employee shall not be eligible for any of the benefits provided by the Collective Agreement in the event that injury, illness or lost time results from such employment. However, Union officials will be eligible for any of the benefits provided in the Collective Agreement in the event that injury, illness or lost time results while they are working on official Union business.

**48.07 Retiree Bus Pass**

A permanent bus pass, with photo identification, for all retirees recognized by Durham Region Transit Commission will be paid for by the Commission.

**48.08 Union Filing Cabinet**

The Commission will provide one filing cabinet at the Raleigh Division and Westney Division location for the union to use.

**48.09 Union Orientation**

New employees will be allowed up to one hour with pay for an orientation with a union official regarding the collective agreement. Where more than one employee is attending the orientation, the union shall be allowed two hours for orientation. This orientation does not apply to students.

**ARTICLE 49 CONTRACTING OUT**

- 49.01**
- (a) No employee shall be laid off as a result of contracting out.
  - (b) Prior to contracting out new services, the Commission shall advise the union in writing.
  - (c) At any time, the Union may make a presentation to management on how contracted out services could be done by bargaining unit employees more cost-effectively.

**ARTICLE 50 PRINTING AND REPRODUCTION OF AGREEMENT**

**50.01** The Commission will provide a copy of the collective agreement to each employee within 90 days of ratification of the Collective Agreement. All new hires will be provided a copy of the collective agreement. The Commission will also provide benefit booklets to each employee.

**ARTICLE 51 LICENSES AND CERTIFICATES**

**51.01** Employees who are required to possess any license or certificate, including driver's license, to perform their duties and responsibilities are obligated to immediately advise their Supervisor(s) within the same day they become aware of any portion of their license or certificate being suspended or restricted, for any reason. Management holds the right to request and review an employee's license or certificate at any time. Any employee operating a Commission vehicle must have their license on their person while driving.

**ARTICLE 52 SKILLED TRADES**

- 52.01**
- (a) Copies of documentation and papers for all new tradespersons will be presented to the Skilled Trades representative prior to the employee being hired.
  - (b) The Commission agrees to co-operate with its employees to enable them to make application for the issuance of Unifor Journey person qualification card.
  - (c) The Commission agrees to deduct dues for the Canadian Regional Skilled Trades Council from the Skilled Trades employees, upon receipt of their individual authorization cards signed by such employees at time of hire. First deduction to be made from the employees from the first pay received after completion of probation period. Future deductions to be made in January of succeeding years.
  - (d) Where the Commission acquires new equipment, the maintenance and operation which is to be done by Skilled Trades employees, the Commission wherever practicable will endeavour to assist the Skilled Trades employees with necessary specifically related training, provided that the trades involved have the qualifications to receive this training.
  - (e) The Commission will pay for Skilled Trades CFC and Skilled Trades license fees for employees required by Management to hold such licenses.
  - (f) The Commission will endeavour to allow Skilled Trades employees to start their shift (evening) early on Christmas Eve and New Year's Eve where operating schedules permit.

**ARTICLE 53 HEALTH AND SAFETY**

- 53.01**
- (a) A Health and Safety Committee comprised of three members of the Bargaining Unit and three representatives of the Commission in each Division will meet on a monthly basis to consider and discuss any matters relating to safety within the Commission's premises. The function of this committee shall be to make recommendations to the Commission on any matters it considers should be dealt with to provide safe working conditions. Once every six months the Health & Safety Committee meeting shall be comprised of both joint committees from each division. This shall not result in any additional meetings beyond those required under this provision.
  - (b) A Unifor Safety Representative will be allowed to inspect property provided proper notice is given.
  - (c) Safety Certification for all members of the Health and Safety Committee will be provided by the Commission.

**ARTICLE 54 JOINT ACCOMMODATION COMMITTEE**

**54.01** The Commission acknowledges that it has a duty to accommodate its employees. The Commission and the Union agree that accommodation is a multi-party obligation that requires the cooperation of the Commission, Union and employee.

**54.02** A Joint Accommodation Committee shall be formed by three representatives of the union and three representatives of the Commission. It shall be co-chaired by a representative from each party and shall be called to meet jointly by the co-chairs.



**54.03** A meeting shall only be called where the Commission is unable to accommodate an employee in his/her existing classification. In these circumstances, the Joint Accommodation Committee shall meet to review the employee's restrictions and determine an appropriate accommodation for the employee within the Commission.

**54.04** Where the Committee is unable to agree on an appropriate accommodation within the Commission, the Commission will offer accommodation to the employee as it is obligated to do under the *Human Rights Code*. If the Commission offers the accommodation to the employee without the agreement of the Committee, nothing precludes the Union from filing a grievance.

**ARTICLE 55 ESSENTIAL SERVICES**

**55.01** The parties recognize that Specialized Services provide essential services to members of the seniors and disabled community who rely and depend on public transit as their only means of transportation. As such, the parties agree that during a strike or lockout, there shall be no interruption, slow down or impact to the Specialized Services.

**ARTICLE 56 DURATION**

**56.01** This Agreement shall be construed as having come into force on the 1st of March, 2018 and shall continue in force up to and including the 28<sup>th</sup> day of February 2021 and thereafter, until terminated as hereinafter provided. Such termination may be effected on the 28<sup>th</sup> of February 2021, or at any later date but only by notice in writing being given by either party to the other at least 90 days prior to such date of termination.

Signed this 22<sup>nd</sup> day of March, 2018

Regional Chair

Gerri Lynn O'Connor

Regional Clerk

Ralph Walton

For the Commission

Vincent Patterson

Christopher Norris

Kelly McDermott

Audra McKinley

Barb Baynham

For the Union

Ian Sinnott

Adam Fraser

Gord Trotter

Peter Hansen

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Ray Kilty

Dara Barry

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Bill Holmes

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Gavin Lowe

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Kelly Grady

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Steve Williamson

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Sam Snyders

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Colin James

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Joel Smith

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<b>2018 (Effective March 1, 2018)</b>			
	<b>Probation</b>	<b>After completion of Probation</b>	<b>After completion of 2080 hrs of work</b>
<b>Support Services</b>			
Clerk/Receptionist	\$24.98	\$26.37	\$27.76
Operations Clerk	\$27.59	\$29.13	\$30.66
Customer Service Rep	\$26.14	\$27.59	\$29.04
Transit Secretary	\$31.92	\$33.70	\$35.47
<b>Operations</b>			
Conventional Operator	\$28.58	\$30.17	\$31.76
Dispatcher	\$31.92	\$33.70	\$35.47
<b>Specialized Services</b>			
Specialized Services Operator	\$28.58	\$30.17	\$31.76
Dispatcher	\$31.92	\$33.70	\$35.47
Customer Service Rep	\$26.14	\$27.59	\$29.04
Reservationist	\$26.14	\$27.59	\$29.04
<b>Maintenance</b>			
Mechanic	\$39.37	\$39.37	\$39.37
Swing Mechanic	\$39.37	\$39.37	\$39.37
Service Person	\$26.14	\$27.59	\$29.04
Swing Serviceperson	\$26.14	\$27.59	\$29.04
Satellite Senior Serviceperson	\$30.27	\$31.95	\$33.63
Storeperson	\$28.58	\$30.17	\$31.76
Tire Person	\$26.60	\$28.08	\$29.56
Janitor	\$25.78	\$27.21	\$28.64
Maintenance Clerk	\$27.59	\$29.13	\$30.66
Truck/Coach Apprentice	\$26.14	\$27.59	\$29.04
Body Person	\$39.37	\$39.37	\$39.37

There shall be a training rate of 50% the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

<b>2018 (Effective March 22, 2018)</b>			
	<b>Probation</b>	<b>After completion of Probation</b>	<b>After completion of 2080 hrs of work</b>
<b>Support Services</b>			
Clerk/Receptionist	\$24.98	\$26.37	\$27.76
Operations Clerk	\$27.59	\$29.13	\$30.66
Customer Service Rep	\$26.14	\$27.59	\$29.04
Transit Secretary	\$31.92	\$33.70	\$35.47
<b>Operations</b>			
Conventional Operator	\$28.58	\$30.17	\$31.76
Dispatcher	\$31.92	\$33.70	\$35.47
<b>Specialized Services</b>			
Specialized Services Operator	\$28.58	\$30.17	\$31.76
Dispatcher	\$31.92	\$33.70	\$35.47
Customer Service Rep	\$26.14	\$27.59	\$29.04
Reservationist	\$26.14	\$27.59	\$29.04
<b>Maintenance</b>			
Mechanic	\$39.63	\$39.63	\$39.63
Swing Mechanic	\$39.63	\$39.63	\$39.63
Service Person	\$26.14	\$27.59	\$29.04
Swing Serviceperson	\$26.14	\$27.59	\$29.04
Satellite Senior Serviceperson	\$30.27	\$31.95	\$33.63
Storesperson	\$28.58	\$30.17	\$31.76
Tire Person	\$26.60	\$28.08	\$29.56
Janitor	\$25.78	\$27.21	\$28.64
Maintenance Clerk	\$27.59	\$29.13	\$30.66
Truck/Coach Apprentice	\$26.14	\$27.59	\$29.04
Body Person	\$39.63	\$39.63	\$39.63

There shall be a training rate of 50% the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the Employment Standards Act 2000, as may be amended from time to time.

Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

<b>2019 (Effective March 1, 2019)</b>			
	<b>Probation</b>	<b>After completion of Probation</b>	<b>After completion of 2080 hrs of work</b>
<b>Support Services</b>			
Clerk/Receptionist	\$25.36	\$26.77	\$28.18
Operations Clerk	\$28.01	\$29.56	\$31.12
Customer Service Rep	\$26.53	\$28.01	\$29.48
Transit Secretary	\$32.40	\$34.20	\$36.00
<b>Operations</b>			
Conventional Operator	\$29.02	\$30.63	\$32.24
Dispatcher	\$32.40	\$34.20	\$36.00
<b>Specialized Services</b>			
Specialized Services Operator	\$29.02	\$30.63	\$32.24
Dispatcher	\$32.40	\$34.20	\$36.00
Customer Service Rep	\$26.53	\$28.01	\$29.48
Reservationist	\$26.53	\$28.01	\$29.48
<b>Maintenance</b>			
Mechanic	\$40.22	\$40.22	\$40.22
Swing Mechanic	\$40.22	\$40.22	\$40.22
Service Person	\$26.53	\$28.01	\$29.48
Swing Serviceperson	\$26.53	\$28.01	\$29.48
Satellite Senior Serviceperson	\$30.72	\$32.42	\$34.13
Storesperson	\$29.02	\$30.63	\$32.24
Tire Person	\$27.00	\$28.50	\$30.00
Janitor	\$26.16	\$27.62	\$29.07
Maintenance Clerk	\$28.01	\$29.56	\$31.12
Truck/Coach Apprentice	\$26.53	\$28.01	\$29.48
Body Person	\$40.22	\$40.22	\$40.22

There shall be a training rate of 50% the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

<b>2020 (Effective February 29, 2020)</b>			
	<b>Probation</b>	<b>After completion of Probation</b>	<b>After completion of 2080 hrs of work</b>
<b>Support Services</b>			
Clerk/Receptionist	\$25.80	\$27.24	\$28.67
Operations Clerk	\$28.49	\$30.08	\$31.66
Customer Service Rep	\$27.00	\$28.50	\$30.00
Transit Secretary	\$32.97	\$34.80	\$36.63
<b>Operations</b>			
Conventional Operator	\$29.52	\$31.16	\$32.80
Dispatcher	\$32.97	\$34.80	\$36.63
<b>Specialized Services</b>			
Specialized Services Operator	\$29.52	\$31.16	\$32.80
Dispatcher	\$32.97	\$34.80	\$36.63
Customer Service Rep	\$27.00	\$28.50	\$30.00
Reservationist	\$27.00	\$28.50	\$30.00
<b>Maintenance</b>			
Mechanic	\$40.92	\$40.92	\$40.92
Swing Mechanic	\$40.92	\$40.92	\$40.92
Service Person	\$27.00	\$28.50	\$30.00
Swing Serviceperson	\$27.00	\$28.50	\$30.00
Satellite Senior Serviceperson	\$31.26	\$32.99	\$34.73
Storesperson	\$29.52	\$31.16	\$32.80
Tire Person	\$27.48	\$29.00	\$30.53
Janitor	\$26.62	\$28.10	\$29.58
Maintenance Clerk	\$28.49	\$30.08	\$31.66
Truck/Coach Apprentice	\$27.00	\$28.50	\$30.00
Body Person	\$40.92	\$40.92	\$40.92

There shall be a training rate of 50% the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the *Employment Standards Act 2000*, as may be amended from time to time.

**LETTER OF UNDERSTANDING**

**Re: Joint Committee on Master Sign-up**

The parties agree to form a joint committee to discuss and possibly implement a Master Sign-up Process for the entire Durham Region Transit in the event of a significant change to operations.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

Christopher Norris

Adam Fraser

Kelly McDermott

Gord Trotter

Audra McKinley

Peter Hansen

Barb Baynham

Luci Oddi

Dara Barry

Mike Moore

Bill Holmes

Ray Kilty

Gavin Lowe

Kelly Grady

Louise O'Dell

Steve Williamson

Sam Snyders

Colin James

Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Retiree Benefits**

All active employees on December 31, 2005 who were entitled to benefits pursuant to 13.2.4. under the former OTC-CAW agreement shall maintain their entitlement.

All retired employees, surviving spouse and dependents on December 31, 2005 who were entitled and in receipt of benefits pursuant to 13.2.4. under the former OTC-CAW agreement shall maintain their entitlement.

It is the parties intention that the entitlements stipulated in the above-paragraphs are grandfathered.

Notwithstanding the level of the life insurance benefits in the collective agreement, the Commission shall grandfather the life insurance benefits that existed immediately prior to ratification.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Christopher Norris

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Steve Williamson

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Sam Snyders

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Colin James

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Joel Smith



**LETTER OF UNDERSTANDING**

**Re: Bargaining Unit Complement**

The Commission undertakes that there will not be less than 275 persons in the bargaining unit for the duration of the collective agreement.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

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**LETTER OF UNDERSTANDING**

**Re: Part Time Employees**

The Commission undertakes that the total number of part time employees employed by Durham Region Transit shall not exceed 20% of the total number of employees in the bargaining unit. Students and Temporary employees shall not be included in these calculations.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

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**LETTER OF UNDERSTANDING**

**Re: Quality of Work and Working Conditions for Operators**

The parties agree to collaboratively discuss on a quarterly basis, in a way that provides the union with meaningful input, issues affecting the quality of work for operators, including but not limited to, the rostering of work, schedules, number of report times, and lengths of spread times.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

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**LETTER OF UNDERSTANDING**

**Re: Transfer List for Reassignments**

- a. Prior to making reassignments between Divisions, the Commission will consider regular full-time and part-time employees within that job classification who have placed their name on the transfer list ("List") in accordance with (b) below.
- b. In order to be placed on the List and considered for a reassignment, the employee must:
  - i) Have made a written request to their Deputy General Manager prior to the vacancy or reassignment;
  - ii) Have the requisite skills, ability, qualifications and licences required of the regular full-time position; and
  - iii) Be currently employed in the same job classification as the reassignment
- c. The position will be offered to the most senior regular full-time employee on the List, if any, seeking a change in Division.
- d. The position will be offered to most senior part-time employee on the List, if any, seeking a change in Division.
- e. If an employee refuses an offer or vacates the position within 60 calendar days of accepting it, their name shall be removed from the List for a period of three months and they shall have to re-submit their request thereafter. An employee will be deemed to refuse the reassignment if they do not respond within twenty-four hours of the offer.
- f. If there are no regular full-time employees on the List to satisfy the reassignment, the Commission may assign the most junior regular full-time employee in that job classification into the reassignment. It is understood that the reassignment will result in a change in Division.
- g. An employee who volunteers and accepts the transfer, will have 60 calendar days to provide notice to management of a decision to vacate the position early. The timing of the employee's return to his/her original position will be determined by management, however it would not exceed sixty (60) calendar days from the date notice is given.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

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Sam Snyders

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Colin James

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Joel Smith

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**LETTER OF UNDERSTANDING**

**Re: Spare Board:**

1. In accordance with Article 28.01(b)(xiv), Spare Board Operators may be reassigned to a Division other than their home Division for their daily or weekly assignment. It is understood that an unassigned Vacation Relief Bus Operator will be assigned to the spare board.
2. Spare Board Operators will be notified of their reassignment for the following day as part of the daily assignment posting. If notice of reassignment is given after the posting, the Commission will either provide the Operator mileage between the Divisions in accordance with the Regional policy or transportation between Divisions will be provided by the Commission
3. The parties shall meet within 60 days of ratification to cooperatively develop and implement rules surrounding the Spare Board. The Commission will develop such rules in consultation with the Union; however the final decision about the content of the rules will rest with the Commission. The rules shall be effective starting the September Board period in 2015.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Straight shifts for Conventional Operators:**

1. The Commission shall offer straight 7.67 hour shifts (in a 5 day work week), 10 hour shifts within a 11 hour spread (in a 4 day work week) and/or shortened split shifts with a spread time of no more than 9.5 hours representing no less than 55% of all platform hours. The Commission shall introduce these shifts commencing no later than the first Board Period of 2019.
2. The Commission may develop part-time rosters that include a combination of scheduled work and designated availability within the same service day.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Women's Advocacy Information Session:**

The parties recognize the need to work cooperatively to provide a safe workplace for women employees. Within six months of ratification, the Commission will provide a fulsome information session to ensure Union representatives and members of management are aware of the specialized resources available through the Commission/Region of Durham and/or community for victims of domestic violence. This information session may involve experts in the field asked to facilitate the session, including representation from Unifor.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Joel Smith



**LETTER OF UNDERSTANDING**

**Re: Travel Time:**

- a) The Commission will provide transportation from the end point of paddle to the original paddle starting point using a variety of different transportation methods, including regular routes and/or shuttles.
  
- b) If an Operator misses the DRT route (currently known as 223) from end point of paddle through no fault of their own, the Operator can take the GO train from Pickering to Ajax at no cost to the Operator.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Colin James

Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Truck and Coach Apprenticeship**

The parties agree to meet within a year of ratification to discuss strategies to promote truck and coach apprenticeships within the bargaining unit. The parties agree that the ultimate decision to permit such apprenticeships will rest with management.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

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Sam Snyders

Colin James

Joel Smith

### LETTER OF UNDERSTANDING

The parties agree to the following process whereby employees apply for temporary positions within the bargaining unit:

1. Permanent employees successful to a temporary posting will be considered as a transferred temporary employee.
2. Transferred temporary employees will retain and continue to accumulate service, seniority and applicable benefits during the temporary placement. For the purpose of clarity, whatever benefits the individual had prior to the transferred temporary placement will be retained.
3. Upon completion of the assignment, the transferred temporary employee will return to their previous position.
4. Probationary employees will not be eligible to apply for temporary vacancies.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

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Steve Williamson

Sam Snyders

Colin James

Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Lead Hands in Maintenance and Equipment:**

The Commission and Union shall meet during the life of the Collective Agreement to discuss strategies to ensure qualified and dedicated lead hands are consistently appointed pursuant to Article 15.01.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Steve Williamson

Sam Snyders

Colin James

Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Master Sign-ups:**

1. The Union and Commission shall set up a Master Sign-up Committee (“Committee”) comprised of 3 members of management and 3 members of the Union.
2. The Committee shall meet within the year of ratification, and any times required thereafter, to discuss a future transition to a Master Sign-up and mutually agreeable rules regarding the Master Sign-up.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

Vincent Patterson

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Christopher Norris

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Kelly McDermott

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Audra McKinley

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Barb Baynham

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Dara Barry

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Bill Holmes

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Gavin Lowe

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Louise O’Dell

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For the Union

Ian Sinnott

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Adam Fraser

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Gord Trotter

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Peter Hansen

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Luci Oddi

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Mike Moore

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Ray Kilty

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Kelly Grady

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Steve Williamson

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Sam Snyders

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Colin James

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Joel Smith

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**LETTER OF UNDERSTANDING**

**Re: Master Sign-ups for Spare Board and Vacation Relief:**

- a) The parties shall meet within 60 days of ratification to cooperatively develop a Master sign-up procedure for the Spare Board and Vacation Relief.
  
- b) The Commission will develop such sign-up procedure in consultation with the Union; however the final decision about the content of the sign-up procedure will rest with the Commission.
  
- c) The Master sign-up for Spare Board and Vacation Relief shall be implemented no later than the first Board Period in 2019.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

Christopher Norris

Adam Fraser

Kelly McDermott

Gord Trotter

Audra McKinley

Peter Hansen

Barb Baynham

Luci Oddi

Dara Barry

Mike Moore

Bill Holmes

Ray Kilty

Gavin Lowe

Kelly Grady

Louise O'Dell

Steve Williamson

Sam Snyders

Colin James

Joel Smith

**LETTER OF UNDERSTANDING**

**Re: Domestic Violence:**

The Commission recognizes that employees may be victims of violence or abuse in their personal lives. The affected employee may seek a leave of absence in accordance with the Employment Standards Act, 2000, as may be amended from time to time, and may utilize available banked time to keep themselves financially whole during the leave provided usage complies with the Commission's policies and/or procedures on the use of such banked time.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

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Christopher Norris

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Adam Fraser

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Kelly McDermott

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Louise O'Dell

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Steve Williamson

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Sam Snyders

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Colin James

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Joel Smith

**LETTER OF UNDERSTANDING**

**Re: 10 Hour Shift in Maintenance:**

The parties shall meet during the life of the Collective Agreement to discuss the feasibility of introducing a combination of 8 and 10 hour shifts in the Maintenance and Equipment Department.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

Christopher Norris

Adam Fraser

Kelly McDermott

Gord Trotter

Audra McKinley

Peter Hansen

Barb Baynham

Luci Oddi

Dara Barry

Mike Moore

Bill Holmes

Ray Kilty

Gavin Lowe

Kelly Grady

Louise O'Dell

Steve Williamson

Sam Snyders

Colin James

Joel Smith



**LETTER OF UNDERSTANDING**

**Re: Temporary Employees**

The Commission undertakes that the total number of temporary employees hired from outside the Commission shall not exceed 10% of the total number of employees in the bargaining unit. Students shall not be included in this calculation.

Signed this 22<sup>nd</sup> day of March, 2018

For the Commission

For the Union

Vincent Patterson

Ian Sinnott

Christopher Norris

Adam Fraser

Kelly McDermott

Gord Trotter

Audra McKinley

Peter Hansen

Barb Baynham

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Dara Barry

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Gavin Lowe

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Steve Williamson

Sam Snyders

Colin James

Joel Smith

**TAB 3**

# **Amalgamated Transit Union Local 1624**

Ontario Labour Relations Board Decisions

Ontario Labour Relations Board

BEFORE: Susan Tacon, Vice-Chair, and Board Members J.A. Ronson and E.G. Theobald

November 13, 1992

Ontario Labour Relations Decisions:

**[1992] O.L.R.D. No. 4042**

**File No. 1841-92-R**

Rick DeJong, Gordon Woodward and Ernie Fleetwood, Applicants v. Amalgamated Transit Union Local 1624,  
Respondent v. Trentway-Wagar Inc., Intervener

APPEARANCES: Gordon Woodward, Rick DeJong and Ernie Fleetwood for the applicant; Robert L. Saarinen for  
the respondent; W. J. McNaughton and J. Devlin for the intervener.

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## DECISION OF THE BOARD

- 1** The style of cause is hereby amended to add "Trentway-Wagar Inc." as the intervener.
- 2** This is an application seeking termination of bargaining rights in which the parties met with a Labour Relations Officer and resolved a number of matters.
- 3** The description of the bargaining unit as per the relevant collective agreement is as follows:

all employees of the employer at Whitby, Ontario, working under contract for the Town of Whitby, employed as a full time line run bus driver, excluding persons classified as manager, dispatcher, school bus, part time and charter drivers.
- 4** There was no dispute that the application was timely pursuant to section 58 of the Labour Relations Act. The parties agreed on the list of employees in the bargaining unit at the relevant time. Further, it was agreed that the

Anthony Dale

## Amalgamated Transit Union Local 1624

application was supported by a sufficient number of such employees to entitle the applicant to a representation vote and that the signatures on the supporting petition were voluntary.

**5** The parties remained in dispute with respect to whether the Board had jurisdiction. That is, the intervener employer asserted that the appropriate jurisdiction was federal, not provincial; the respondent trade union agreed. The applicant contended that the matter fell within the jurisdiction of the Ontario Labour Relations Board.

**6** A hearing was convened with respect to that issue. The parties were able to agree on the facts so that oral testimony was not required. Following submissions, the Board ruled orally that the matter fell within federal jurisdiction and, thus, the Board was without authority. The application was therefore dismissed. The Board indicated that brief reasons would follow.

**7** The company, Trentway-Wagar Inc., is federally incorporated and operates charter and tour buses throughout Canada and the United States as well as school buses and buses in connection with various airport operations. The company has operating divisions in Kingston, Port Hope, Mississauga, Oshawa and Peterborough (where the head office is located). There is a single integrated management structure for the entire operation. The company was originally certified in 1987 at the federal level and has operated since under the Canada Labour Code. The Amalgamated Transit Union Local 1624 has represented the employees since 1990 following a merger with the previous employees' association. In November 1990, the company acquired the contract for the Town of Whitby to operate their transit service. On acquiring the contract, the company hired approximately twenty-one full time drivers, the overwhelming majority of whom had been previously employed by Charterways, the company which had operated the transit service for the Town. This transit operation has been integrated into the administration and operations structure of the company.

**8** The bargaining unit employees who are affected by this application were represented by the Teamsters and then an employees' association before the transit service was acquired by Trentway-Wagar Inc. Apparently just prior to the acquisition of the contract by Trentway-Wagar, the C.A.W. filed a certification application on behalf of those employees with the Ontario Labour Relations Board and the prior employer (Charterways Transportation Limited) was certified in September 1990. There was no successor relationship when Trentway-Wagar Inc. acquired the operation. Since the acquisition, the employees in the bargaining unit have been represented by the Amalgamated Transit Union Local 1624, the respondent in these proceedings. That Local, as noted, has been the bargaining

## Amalgamated Transit Union Local 1624

agent for all of the employees of the company in its various operations. A collective agreement was negotiated between Local 1624 and the company with respect to the (transit) bargaining unit employees effective from November 26, 1990 to November 25, 1992. A section 89 [now section 91] complaint was filed with the Board in 1992 but was withdrawn without litigation.

**9** The Board sees no utility in setting out the submissions of the parties; their respective positions have already been noted.

**10** In the Board's view, the jurisprudence establishes that, where an operation which would otherwise be provincial is purchased by and integrated into a federal undertaking, the entire operation is properly characterized as federal and beyond provincial jurisdiction: *Loughead Express Ltd.* (1980), 41 di 267. Thus, in the instant case, the Trentway-Wagar operations with respect to the Whitby transit service would properly be regarded as federal as, once the company acquired that contract, those operations were fully integrated into the existing operations of the company. Trentway-Wagar, as stated earlier, is a federally incorporated company and the bargaining agent of their employees was certified pursuant to the Canada Labour Code. A similar result with respect to jurisdiction would obtain if the Board applied the "regular and continuous test" developed in the jurisprudence with respect to the operations of a company: see *Charterways Transportation Limited*, [1977] OLRB Rep. Feb. 59; *Charterways Co. Ltd.* (1974), 2 di 18; *Chatham Coach Lines* (1989), 77 di 41.

**11** Accordingly, the Board dismissed the application. In so doing, the Board noted at the time and here repeats the positions of the company and the trade union that both recognized that the bargaining unit employees had the right to seek termination of the bargaining rights currently held by Local 1624 but that the employees must do so pursuant to the Canada Labour Code.

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End of Document

**TAB 4**

IN THE MATTER OF THE

6278-U

Canada Labour Code

- and -

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada  
(CAW - Canada),

applicant  
union,

- and -

Trentway-Wagar Inc.,  
Peterborough, Ontario,

employer.

**WHEREAS** the Canada Labour Relations Board has received from the applicant an application for certification as bargaining agent for a unit of employees of Trentway Wagar Inc., pursuant to section 24 of the Canada Labour Code (Part I - Industrial Relations);

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

**NOW, THEREFORE**, it is ordered by the Canada Labour Relations Board that the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW Canada) be, and it is hereby certified to be, the bargaining agent for a unit comprising:

"all employees of Trentway-Wagar Inc. at Whitby, Ontario, working under contract for the Town of Whitby, Ontario, as line run bus driver, excluding positions of manager, dispatcher, school bus driver and charter driver".

**ISSUED** at Ottawa, this 4th day of August 1993, by the Canada Labour Relations Board.

J.F.W. Weatherill  
Chairman

# TAB 5



## ONTARIO LABOUR RELATIONS BOARD

**2144-07-R** National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada), Applicant v. **Trentway-Wagar Inc.**, Responding Party.

**BEFORE:** Patrick Kelly, Vice-Chair and Board Members R. O'Connor and S. McManus.

**APPEARANCES:** Barry Wadsworth, Daniel J. MacPherson, Nelson Saumur and Tim Thompson for the applicant; Alan Freedman, Jim Devlin, Deborah Nayler and Mireille Khoraych for the responding party.

### **DECISION OF VICE-CHAIR PATRICK KELLY AND BOARD MEMBER R. O'CONNOR;** December 19, 2007

1. This is an application for certification under the *Labour Relations Act, 1995*, S.O. 1995, c.1, as amended (the "Act").

#### **Background**

2. A majority of the employees who cast ballots in this matter voted in favour of the applicant. The remaining issue in this matter is one of the Board's jurisdiction. The applicant contends that this application in respect of a bargaining unit of bus drivers employed by the responding party ("the company" or "Trentway") in the transit operations of Durham Regional Transit ("DRT") is properly before this Board. The responding party, on the other hand, says that it is a federal undertaking and thereby subject to the jurisdiction of the Government of Canada<sup>1</sup>. If the responding party is correct, the Board can have no regard to the results of the representation vote, and it must dismiss the application.

3. This case is unique in two aspects. First, the applicant ("the union" or "CAW") already has bargaining rights for the employees covered by this application. CAW obtained a certificate for this bargaining unit from the Canada Industrial Relations Board in 1993, and has since been party to five collective agreements with Trentway, including the most recent collective agreement which had not yet expired when this matter came on for hearing on November 13, 2007. The other rather unusual feature of this case is a 1992 Board decision between Trentway and the trade union that preceded the CAW. That predecessor essentially represented the same bargaining unit until the emergence of CAW in 1993<sup>2</sup>. The 1992 Board decision – *Amalgamated Transit Union Local 1624*, [1992] O.L.R.D. No. 4042 - arose in the context of an application to

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<sup>1</sup> Subsection 92(10)(a) of the *Constitutional Act, 1867* provides:

In each Province the Legislature may exclusively make Laws in relation to Matters coming within the Classes of Subject next hereinafter enumerated; that is to say,

10. Local Works and Undertakings other than such as are of the following Classes: -

(a) Lines of Steam or other Ships, Railways, Canals, Telegraphs, and other Works and Undertakings connecting the Province with any other or others of the Provinces, or extending beyond the Limits of the Province.

<sup>2</sup> At the time, the transit system on which the employees worked was owned by the Town of Whitby. That operation was amalgamated into a newly created entity, Durham Regional Transit, in January 2006.

terminate the bargaining rights of the predecessor trade union. The application was defeated because the Board found that Trentway was a federal undertaking.

4. The union contends that, regardless of its federal certification and the collective agreements which flowed from the certification, and regardless of the findings of the Board in the 1992 decision, circumstances have changed since then, and this bargaining unit is under Provincial jurisdiction. The union says that Trentway is no longer the same corporation it was in 1992 when the Board decided it was a Federal undertaking, and that, in any event, the transit operation in respect of DRT is severable and identifiable as a provincial undertaking.

### **The Evidence**

5. James Devlin, Trentway's President since 1980, was the sole witness to testify in this proceeding.

6. The material facts were not in dispute.

7. Trentway is and always has been incorporated under the law of Ontario<sup>3</sup>.

8. Trentway mainly derives revenue from three sources: scheduled services, contract services and charters<sup>4</sup>. Trentway's scheduled services are dedicated city-to city coach bus trips on company-owned vehicles offered to individual members of the traveling public. The company's Toronto-Montreal scheduled service is its most heavily travelled scheduled service. A significant proportion of Trentway's scheduled service is to U.S. destinations. Nineteen percent of the total kilometres driven by the company's coach fleet in 2006 was outside Ontario.

9. The company's charters are a transportation service offered to groups and associations for a fixed price. Destinations vary across Ontario and the rest of Canada and into the United States. Fifteen per cent of the company's charter business consists of U.S.-based travel. The company owns the charter buses, which vary between Class A luxury coaches to Class D school buses and vans.

10. Trentway's contract services include the operation of three municipal transit systems (Whitby, Cobourg and Port Hope<sup>5</sup>), an airport service at Pearson International Airport ("Pearson") in Toronto, and various school bus routes. These services are provided to institutional clients (municipalities, school boards and the airport authority) on an ongoing basis over a fixed term pursuant to detailed written contracts. Trentway does not, for the most part, own the transit buses, but does own all the school buses. Typically, Trentway is responsible for supplying, training and supervising the drivers, and maintaining the buses.

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<sup>3</sup> The Board in the *Amalgamated Transit Union Local 1624* case found that, on the basis of the parties' agreed facts, Trentway was a federally incorporated company. However, that finding appears not to have influenced the Board's view that Trentway was a federal undertaking for labour relations purposes. Indeed, in our view, the jurisdiction under which a corporation is incorporated has no bearing on whether that entity's labour relations is federally or provincially regulated. In any event, the union offered no compelling argument to the contrary.

<sup>4</sup> A fourth, relatively minor source, of revenue is Trentway's emergency repair service offered to various bus companies on an as-needed basis.

<sup>5</sup> Trentway first secured the Whitby transit contract in 1990 from the Town of Whitby. (The Cobourg contract was obtained around the same time, whereas the Port Hope contract was entered into between 2000 and 2002.) As of January 2006, municipal transit operations and municipally owned transit assets in the Region of Durham were amalgamated under Durham Regional Transit. Consequently, Trentway's contract partner is now Durham Regional Transit, although the service area remains the Town of Whitby.

11. The company's contract for transit service in Whitby requires Trentway to supply the drivers, store DRT's buses and maintain them in a state satisfactory to DRT. Trentway must keep four of its own buses in reserve in case of emergency. Also, Trentway supplies and operates two of its own buses on behalf of DRT in the northern section of Durham Region (Port Perry and Uxbridge). DRT determines all the routes, schedules and fares. In addition to most of the buses, DRT owns all the assets associated with running a transit system, including bus shelters and the like. The company is required to collect and remit the fares to DRT. The company is also required to run the buses on time in accordance with the schedules, or otherwise suffer financial penalties.

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12. The labour relations history of the Whitby transit contract can be briefly described as follows. Another bus company, Charterways, held the contract with the Town of Whitby prior to Trentway. The Amalgamated Transit Unit, Local 1624 ("the ATU") represented Charterways' drivers. When Trentway acquired the contract in 1990, it hired about 20 Charterway drivers. The ATU and Trentway entered into a collective agreement from November 26, 1990 until November 25, 1992. In 1992, the Trentway transit drivers applied to the Board to terminate the ATU's bargaining rights, which led to the Board's decision in the *Amalgamated Transit Union Local 1624* case that Trentway was under federal jurisdiction. The employees then filed a termination application with the Canada Industrial Relations Board, and succeeded in terminating the ATU's bargaining rights. The CAW then organized the transit drivers, and on March 25, 1993 filed an application for certification with the Board. The employer objected on the basis that the Board had no jurisdiction, and the parties agreed to adjourn the application sine die for a period of one year, which the Board endorsed in its decision of April 19, 2003. In that decision the Board stated that unless within one year either party requested that the matter proceed, it would be terminated. Neither party made any such request within a year, and consequently the matter was terminated. On August 4, 1993, the CAW was certified by the CLRB as the bargaining agent for the Whitby transit drivers.

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13. Trentway's corporate origins go back to 1980. Two bus companies – Trentway Bus Lines Limited and Wagar Coach Lines Limited – amalgamated under the name Trentway-Wagar Inc., pursuant to the law of Ontario.<sup>6</sup> The operating licences owned by the two predecessor operating companies were, as a result of the amalgamation, owned and utilized by Trentway.

14. The objects of the newly amalgamated corporation included the business of operating chartered buses for hire, the business of operating buses for transportation of school children on a contract basis (a form of contract service), the business of transporting passengers by bus to and from various points (scheduled service), and the business of operating local bus service (another form of contract service). In 1990, the articles of incorporation of Trentway were amended in part by removing any restrictions on the business the corporation chose to carry out. That being said, the company continued, as it did in 1980 and in 1992, to operate chartered buses for groups, a scheduled service business for individual ticket buyers among the general public, and a contract service business.

15. Since the amalgamation in 1980, there have been several further corporate transactions, mainly purchases by Trentway of bus companies engaged in the same kind of

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<sup>6</sup> The shares of the new entity were owned by Trentway-Wagar (Properties) Inc. ("Trentway Properties") Mr. Devlin was one of three shareholders of Trentway Properties.

operations as the company.<sup>7</sup> In acquiring these businesses through the vehicle of amalgamation, Trentway obtained and utilized the bussing companies' operating licenses, and expanded its own operations. However, the purchases did not change the essential nature of Trentway's business. It continued throughout to offer charters, scheduled services and contract services.

16. In 1997, Mr. Devlin and his fellow shareholders in Trentway Properties, the corporate owner of Trentway, surrendered their shares in Trentway Properties to Coach USA Inc. and a numbered company owned by Coach USA. And in 1999, Stagecoach Group PLC ("Stagecoach"), an international transport specialist, purchased Coach USA Inc. These transactions had no apparent effect on Trentway's business direction. It continued in the charter, scheduled services and contract services fields. Mr. Devlin reports to Stagecoach's founder, Brian Sutter, and takes direction from Mr. Sutter with respect to any potentially significant acquisitions or projects Mr. Devlin might be considering. However, Mr. Devlin continues to act independently with respect to Trentway's day-to-day operational issues.

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17. The company operates out of seven facilities across Ontario (Peterborough, Mississauga, Pearson, Whitby, Port Hope, Niagara Falls, and Kingston) and one in Montreal, Quebec. It owns its head office in Peterborough, and leases the remaining sites. In addition to being the administrative centre of the company,<sup>8</sup> the Peterborough site is used to house and maintain all types of company-owned buses used in each of the three main revenue streams, and occasionally to do specialized repairs on contract service buses owned by third parties like DRT. Coach charters and scheduled services operate out of the Mississauga, Kingston, Montreal and Niagara Falls facilities. The facility at Pearson is for the operation of the terminal-to-terminal buses owned by the Greater Toronto Airport Authority and driven by Trentway's drivers. Contract services and Class D charters run out of the Whitby location. Similarly, the facility in Port Hope operates Class D charters and contract services (Cobourg and Port Hope transit, as well as school bus contracts).

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<sup>7</sup> These transactions include the following:

- In 1993, shortly before CAW received its Federal certificate, Trentway amalgamated with The Canada Coach Lines, Limited ("Canada Coach"). Canada Coach had operated a scheduled service west of Hamilton.
- In 1995, Mr. Devlin decided to stop operating a company he founded in 1965, Trentway Tours Limited, and rolled it and its operating license into Trentway, pursuant to yet another amalgamation. There was no evidence before us as to the precise nature of the business of Trentway Tours Limited.
- In around 2000, Trentway purchased Douglas Braund Investments Limited, a scheduled services ticket agency. It has not operated for about the last four years.
- In 2006 and in 2007, Trentway made two further purchases. One, in 2006, involved Erie Coach Lines Limited, a bus company in London operating charters throughout North America. The other in 2007 was Autocar Connaisseur Inc. a bus company engaged in charters and contract services. Again, these transactions were carried out as amalgamations, for the purpose of Trentway obtaining and utilizing the operating licenses under its corporate name.

<sup>8</sup> The Peterborough site is home to the company's centralized call centre, information technology system, payroll system, and human resources function. All vehicle incidents and employee absences are reported to, and handled out of, Peterborough.

18. The organizational structure of Trentway has undergone some, but certainly not radical, change since the Board's 1992 decision in *Amalgamated Transit Union Local 1624*. Today, there is a slightly broader mixture of administrative and operating functions headed by executives reporting directly to Mr. Devlin. In 1992, for example, there was no person reporting directly to Mr. Devlin on human resource issues on the administrative side, or with respect to scheduled services on the operations side. Those functions are now compartmentalized into discrete departments. However, then as now, there were departments for the following: Finance, Contract Services, Sales and Marketing, Safety, and Maintenance.

19. The head of Trentway's finances, Ron English, is responsible for, among other things, invoicing all Trentway's charter and contract service customers, developing the company's departmental budgets (for approval by Mr. Devlin), and collaborating with the Director of Sales and Marketing to establish the rates charged by the company for all of its busing services. Mr. English oversees the preparation of the companies financial reporting, which is completed on a consolidated global basis, indicating revenues and expenses without reference to any specific school board or municipal contract or to any particular charter or scheduled service bus run.

20. Mr. English also is responsible for the single, company-wide payroll system and information technology system.

21. Mr. Devlin and Mr. English take the lead on negotiating contracts with the institutional clients, with the assistance of the Director of Contract Services. Mr. Devlin makes the final call on the contract fees.

22. Deborah Naylor runs the Human Resources Department out of Peterborough. She maintains all employee personnel files there. She oversees the company's group benefit plan, which covers all the employees of Trentway. Among other things, she is responsible for policy development and legislative compliance company-wide. Policies are universally applied. For example, all drivers must complete quarterly a document indicating any offence that has, or could impact upon, the driver's compliance with all license requirements or the driver's ability to enter the U.S.

23. The Sales and Marketing department utilizes an outside sales staff who promote all the company's bus services.

24. The Director of Safety, David Crowley, has responsibility for the hiring and training (including licensing upgrading) of all of Trentway's drivers, and for all of the company's safety programs, including accident investigation. All of Trentway's health and safety committees deal with Mr. Crowley on behalf of management. Mr. Crowley also has operational responsibility for overseeing Trentway's coach charter fleet and drivers.

25. The Director of Maintenance and Airport Operations, Dan Valley, is responsible for developing preventative vehicle maintenance programs for all aspects of the company's operations in all eight facilities. In addition, Mr. Valley has oversight of the Pearson operation.

26. Finally, Ed Page heads up the Contract Services Department. He is directly involved in the administration of the school board contracts that Trentway has in Peterborough, Port Hope and Whitby, the company's Class D charter business in those locations, and the company's three transit contracts. He has employees in each location reporting to him.

27. Currently, the company employs about 900 individuals. Slightly more than half are unionized, occupying five bargaining units, including the one represented by the union in this

case. The other four bargaining units are represented by Amalgamated Transit Union Local 1624 (“the ATU”), and comprise a unit of the drivers at Pearson, a unit of coach drivers, a unit of full-time Class D charter drivers, and a unit of maintenance employees. Neither the Pearson nor the mechanics units were in existence in 1992 when the Board issued its decision in the *Amalgamated Transit Union Local 1624* case. The labour relations of all the ATU units are federally regulated.

28. The Pearson, Class D and Whitby transit drivers, as well as the mechanics, are all paid hourly. The non-union school bus drivers are paid a flat rate. There was no evidence presented with regard to the pay of scheduled service coach drivers.

29. Mr. Devlin is the company’s chief spokesperson in all collective bargaining negotiations. He attends all rights arbitration cases. He and Ms. Nayler discuss all potential employee terminations, and Mr. Devlin has the final say in those.

30. Since 1990, the Whitby location has served the needs of both school bus and Whitby transit operations. There are approximately 110 employees working out of the Whitby location. Around 59 of them are in the bargaining unit certified by the CIRB. An unspecified number of mechanics also work there, and presumably they are in the ATU bargaining unit of mechanics. The majority of the remaining non-union employees are school bus drivers. Approximately eight non-union employees operate Class D charter buses out of Whitby. They account for about 40 per cent of the company’s total Class D charter mileage, and of their total mileage, at least 15 per cent is out-of-province travel.

31. The Whitby location is open from 7:00 a.m. until 5:00 p.m., Monday through Friday. During those hours, the drivers are dispatched by two dispatchers located at the Whitby site. Since 1990, during off hours, a dispatcher located at Peterborough head office deals with the Whitby contract service drivers. The majority of the hours of operation of Whitby transit occur outside of the Whitby location’s business hours.

32. There was some evidence of movement of individuals between the Whitby transit bargaining unit and other Trentway operations, although none of the collective agreements contemplate inter-bargaining unit transfers. For example, 15 of the 59 members of the Whitby transit bargaining unit entered the unit from other busing services operated by the company, including school bus drivers. Moreover, in 2007, ten members of the transit unit did extra work driving school buses and Class D charters, although there was no evidence as to the circumstances in which they undertook these additional duties. On those occasions, they were treated by the company as non-union drivers.

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33. The busing industry is highly regulated. Most of Trentway’s operations are licensed under the Federal *Motor Vehicle Transport Act, 1987* (“the *MVTA*”). Licenses under the *MVTA* are required for any busing beyond municipal boundaries. As we have indicated, Trentway’s charters and scheduled services routinely require travel beyond a particular municipality’s borders, and regularly beyond provincial boundaries and the Canada-U.S. border.

34. Once a busing company acquires its authority to operate under the *MVTA*, it must purchase a bus plate for every vehicle carrying 15 or more passengers, and obtain a Commercial Vehicle Operator’s Registration (“*CVOR*”) number under which all its buses operate, pursuant to Ontario’s *Highway Traffic Act* (“the *HTA*”).

35. Beyond the requirements under the *MVTA* and the *HTA*, there is no special licensing required of a bus company to operate buses outside of Ontario or Canada. Nor do the drivers require any additional licensing to operate their vehicles beyond provincial or national boundaries. An Ontario issued license is sufficient. Trentway requires all of its drivers to hold a Class B license, the highest bus standard in Ontario.

36. DRT holds a license under Ontario's *Public Vehicles Act*, enabling DRT to operate its transit system across municipal boundaries.

### **Analysis and Conclusions**

37. The question for determination is whether or not the Whitby transit contract work in question is part of an indivisible undertaking which has as one of its operations an inter-provincial component. That is, is the Whitby transit work functionally integrated into a single, unified undertaking?

38. The Board in the *Amalgamated Transit Union Local 1624* concluded that the Whitby transit operation was integrated into the administration and operations structure of the company. The union did not argue that the Board erred in 1992. It submitted, however, that Trentway has changed since then, and that today there are two undertakings: bus services for institutional clients (school boards and municipalities) to whom Trentway essentially cedes all authority and control over the service; and bus services for individual clients (charters and scheduled services), services over which the company maintains control and authority.

39. We appreciate that it is entirely possible that a single corporation, such as Trentway, may carry on two or more transportation undertakings; and further, that if those undertakings are not functionally integrated, one or more may fall under provincial jurisdiction and some others under federal jurisdiction. That was the situation in *Supply Chain Express Inc.*, [2001] OLRB Rep. November/December 1450, which involved a sale of business application, an application for termination of bargaining rights, and an unfair labour practice complaint. It was alleged by the trade union in that case that, among other things, Supply Chain Express Inc. ("SCE") was one of two successor purchasers of Wilson Truck Lines Limited, with whom the applicant had a collective agreement. After the applications were filed, and in the course of the hearing, an issue arose as to whether or not SCE's business was federally or provincially regulated. Starting in April 2001, well after the applications had been filed with the Board, SCE began operating a fledgling inter-provincial general freight trucking service between Ontario and Quebec in addition to its long-standing business of hauling grocery product in Ontario for Sobeys. SCE argued that this rendered its entire business a federal undertaking.

40. The Board disagreed. The Board found that the new general freight trucking activity was subject to federal jurisdiction, and that the Sobeys work was under provincial jurisdiction, because the two business activities were not integrated. In arriving at this conclusion, the Board considered that:

- there was no ongoing interchange between the two groups of employees, and they were subject to significantly different terms and conditions of employment;
- there was no interchange of equipment;
- there were different licensing requirements for the two activities;

- there was a significant difference in the customer base for each activity;
- each activity had separate dispatching arrangements;
- each activity generated separate costing, profit and accounting practices.

41. As a result, the Board determined that it would deal with the applications before it only with respect to the Sobey's operation, and not in respect of the new general freight component of SCE's business.

42. The matter before us does not involve a trucking business, and shares little resemblance factually to the *Supply Chain Express* case. In particular, since the Board last dealt with Trentway in 1992, the company has not embarked upon a distinctly new type of business activity, as was the case in the *Supply Chain Express* decision. Then, as now, Trentway offered a transportation service to individuals and groups of people, and does so, as it always has, in three ways: scheduled services, contract services and charters. The various corporate acquisitions involving Trentway since the 1992 decision in *Amalgamated Transit Union Local 1624* have not changed the nature of its business, and, in our view, the union's reliance upon those transactions was a rather transparent attempt to promote form over substance.

43. *Charterways Transportation Limited*, [1993] OLRB Rep. November 1125 is a bus case that is similar factually to the matter before us. In that case, the employer operated school buses, transit buses and charters (but not scheduled services) in twenty-three branches across Ontario, through a head office in London. Cross border charters comprised a very small part of the employer's business, although such trips were of a regular and continuous nature. Some of the branches were unionized. Two bargaining agents, including the trade union representing employees of the employer assigned to the Town of Ajax's transit operation, argued that the branches they represented were under provincial jurisdiction. The contractual arrangements between the employer and the Town of Ajax were similar to the arrangements between Trentway and DRT in the matter before us.

44. The Board concluded that all the branches, though they operated day-to-day on a fairly autonomous basis, were nevertheless engaged in the same basic undertaking, which was to provide a variety of bus services to local customers. Each branch served as a local depot at which the same bus services were offered. At paragraph 24, the Board observed:

24. This bundle of services is coordinated and run by Charterways on a province-wide basis. Charterways headquarters negotiates and signs the contracts under which all the services are provided. It negotiates the individual collective agreements with the various bargaining units. It coordinates and exercises decision-making with respect to discharges of employees and it makes the decisions on whether labour relations grievances go to arbitration. Budgets for each branch are set by headquarters. All funds are transferred at end of each business day to headquarters. Headquarters pays the bills, including the credit card invoices. Headquarters performs all these functions centrally for all branches.

45. Accordingly, the Board found that each branch was not a separate undertaking within the constitutional sense, and that the employer's operation as a whole fell under federal jurisdiction.

46. In our view, like the employer in the *Charterways* decision, Trentway is a single indivisible enterprise in the business of transporting people. It is a centrally administered organization which operates sites in various municipalities across the province. Except for the



Pearson site, the remaining seven sites offer a mixture of at least two types of Trentway's three busing services. All of Trentway's drivers hold the same type of license. All of Trentway's employees are subject to the same human resource policies and benefit plan. There is some degree of interchange of personnel between the company's school bus services, Class D charters and the Whitby contract.

47. Part of Trentway's activities involve the transportation of people across provincial and state boundaries, on a regular and continuous basis. That activity takes place in six of the eight facilities Trentway operates, including the Whitby facility.

48. The union advanced no compelling reason why we should view the company as engaging in two undertakings: one in respect of institutional clients and one in respect of non-institutional customers. Neither Trentway's business nor the work is organized along those lines, and in any event, to look at the company in such terms would require the Board to carve out the Whitby transit operation from the contract service business consisting of the two other municipal transit contracts and the remaining Whitby school bus operations, neither of which involve inter-provincial travel. As the Board noted in the *Supply Chain Express* decision, "one must focus on... [the] going concern as it is organized by those who operate it without regard to whether it is possible to arrange it in some other fashion, or notionally to "strip away" the federally-regulated portions of it." (§67)

49. In the result, we are satisfied that the company as it currently stands is under federal jurisdiction for labour relations purposes. Accordingly, we have no jurisdiction to certify the applicant.

50. The application is dismissed.

51. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.

52. The responding party is directed to post copies of this decision in a location or locations on the workplace where it is likely to come to the attention of the employees who were the subject of this application. These copies must remain posted for 10 days from the date of this decision.

---

"Patrick Kelly"  
for the majority

**DECISION OF BOARD MEMBER SHANNON R.B. McMANUS; December 19, 2007**

53. I submit that this application for certification under the *Labour Relations Act* should stand because the Whitby transit operation is potentially divisible from the Trentway-Wagar Inc. federal undertaking and would more properly fall under provincial jurisdiction.

54. The service provided for Whitby transit is distinct and separate from the other undertakings of Trentway-Wagar. The Whitby transit service is not integrated with the company's charter services, school bus services, airport services, or other municipal transit operations. *Mudjatik Thyssen Mining Joint Venture* (2003) S.L.R.B.D. No.17, paragraph 57, in reviewing the "Empress Hotel" case, states: "The case illustrates that the focus of the inquiry is on the service provided by the subsidiary operation to the federal undertaking and the degree of integration between the two."

55. The same decision, paragraph 58, quotes *Northern Telecom* (No. 2), *supra*, the Supreme Court of Canada: "The principal and dominant consideration in determining the application of the principle enunciated in the Stevedores' case is an examination of the "physical and operational connection" between the installers of Telecom and the federal core undertaking, the telephone network, and in particular the extent of the involvement of the installers in the establishment and operation of the federal undertaking as an operating system."

56. *Supply Chain Express Inc.*, (2001) OLRB Rep. November/December 1450 also emphasizes that whether or not the work is integrated is the key factor in such cases. Paragraph 52, for example, states: "The question then is whether one looks at both types of work as the business or undertaking of SCE or whether one sees them as separate undertakings carried on by the same corporation. That is, can it be said that the general freight work is integrated with, or forms an inseparable part of, the Sobey's work? If it is, the business is federally regulated. If it is not, the general freight work is federally regulated and beyond the competence of this Board, but the Sobey's work is provincial and falls under the *Labour Relations Act, 1995*."

"Shannon McManus"

Board Member

# TAB 6



Order No.: 9525-U

## IN THE MATTER OF THE

Canada Labour Code

- and -

National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW-Canada),

applicant union,

- and -

Coach Canada, c.o.b. as Trentway-Wagar Inc.,  
Whitby, Ontario,

employer.

**WHEREAS** the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Coach Canada, c.o.b. as Trentway-Wagar Inc., pursuant to section 24 of the *Canada Labour Code (Part I - Industrial Relations)*;

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the *Code* and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

**AND WHEREAS** the employer is not opposed to the present application.

**NOW, THEREFORE**, it is ordered by the Canada Industrial Relations Board that the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) be, and it is hereby certified to be, the bargaining agent for a unit comprising:

**Order No.: 9525-U**

*“all employees of Coach Canada, c.o.b. as Trentway-Wagar Inc. in Whitby, Ontario, working under contract for Durham Region Transit (DRT), employed as full-time and part-time bus cleaners and mechanics, excluding persons classified as manager, dispatcher, office and clerical or those covered under an existing collective agreement.”*

**ISSUED** at Ottawa, this 26th day of September, 2008, by the Canada Industrial Relations Board.

Peter Suchanek  
Regional Director (Registrar) - Ontario Region

**Reference: File No. 27000-C**

**TAB 7**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TRENTWAY-WAGAR INC.**

**(the Company)**

**And**

**(UNIFOR-CANADA) AND IT'S LOCAL 222**

**(the Union)**

**IN EFFECT FROM**

**DECEMBER 1, 2015**

**TO**

**NOVEMBER 30TH, 2018**

**13762 (06)**

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## **ARTICLE 1**

### **PURPOSE**

- 1.1 The company and the Union agree that the purpose and intent of this Agreement is to promote respect, co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and Employer and set forth herein, the basic agreement controlling rates of pay, hours of work, dispute procedure, and conditions of employment.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, benefits, hours of work and other working conditions for all employees employed as Drivers and bus maintenance staff of the Employer at Whitby, Ontario, working under contract for the Regional Municipality of Durham (RMD), excluding persons classified as manager, supervisor, dispatcher, clerical, school bus and charter drivers.
- 2.2. When the company changes its procedures and policies that affect the Bargaining Unit, in all situations, such as pay schedules and pay reimbursement, the Company will in writing notify the unit Chairperson with these procedures and changes and post for all employees in the bargaining unit.

## **ARTICLE 3**

### **NO DISCRIMINATION**

- 3.1 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, Union membership or activity, or conviction for an offense in respect of which a pardon has been granted by any authority under law and, if granted or issued under the Criminal Records Act, has not been revoked or ceased to have effect.
- 3.2 The Company and the Union are committed to a working environment, which demonstrates mutual respect for one another as employees and individuals and is thereby free from harassment.

## **ARTICLE 4**

### **MANAGEMENT FUNCTIONS**

- 4.1 The Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, classify, transfer, promote, demote, and suspend or otherwise discipline employees for just cause subject to the provision of this Agreement;
  - c) to manage the enterprise in which the Employer is engaged, including all matters concerning the operation of the business not specifically dealt with elsewhere in this Agreement;
  - d) in matters of discharge of employees for just cause, the company will not be deprived of the grievance procedure.
- 4.2 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 4.3 Supervisors will not perform work of the bargaining unit except in case of emergency, instruction or experimentation.

## **ARTICLE 5**

### **REPRESENTATION**

- 5.1 a) The Company recognizes a Transit Bargaining Unit Committee consisting of not more than three (3) Drivers and one (1) maintenance person employed by the Company and selected by the Union. The Committee make up will be the Chairperson from the full-time group or his designate by written notification to the Company plus one (1) Driver from the full-time group and one (1) Driver from the part-time group or their alternates who may be appointed or elected.
- b) The Union will appoint two maintenance stewards, one of them will be the maintenance person set out in 5.1 a).
- 5.2 The Union shall notify the Employer of the name or names of the committee members the Employer shall be required to recognize.
- 5.3 It is understood that committee members have their regular work to perform. Unless specifically authorized by this Agreement, the work of the Union representatives shall not be carried out during working hours.

- 5.4 The privilege of a representative to leave work without loss of basic pay to attend meetings with the Company is granted on the following conditions.
- a) such business must be between the Union and the Company. Employees having grievances shall not discuss them with their representatives during working hours if such action interferes with the operation of service or increased cost to the company;
  - b) The Company will pay lost time to the Union Committee for meetings that are scheduled and mutually agreed upon;
  - c) the time shall be devoted to the prompt handling of necessary Union business;
  - d) the time away from work shall be reported in accordance with the time keeping methods of the Company;
  - e) the Company reserves the right to limit such time if it deems the time so taken to be excessive.
- 5.5 **The Company agrees to have a Union Chairperson or his designate to meet new employees prior to starting their first shift.**

## **ARTICLE 6**

### **UNION SECURITY**

- 6.1 As a condition of employment all current Employees covered by this Agreement who have not done so and all new Employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.
- 6.2 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary and unit Chairperson upon completion.
- 6.3 All full/part-time & probationary Employees who earn the equivalent of or had the opportunity to earn the equivalent of:

**HRS WORKED**

20 – 40 hrs  
1 - 19 hrs

**UNION DUES**

- 2 hrs. 20 min.  
- 1 hr. 10 min.

Pay during a calendar month must have dues deducted according to the above by the Company and then forwarded to the Local Union Financial Secretary.

All Employees who are hired by the Company must pay Initiation Fees of \$10.00 as a condition of further employment.

A Employee's hourly rate for dues purposes shall be based on the amount earned per straight time hour in the last payroll period worked before dues are payable.

Amount Does Not Include:

- shift premiums-overtime premiums
- Saturday, Sunday and Holiday premiums

Dues Are Payable When Members Receive Benefits in Lieu of Work Such As:

- vacation pay
- holiday pay
- jury-duty pay
- bereavement pay

Dues Are Not Payable When a Member Receives:

- sick and accident benefits
- workers compensation benefits

6.4 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within 15 working days of the deductions along with a list of names and the amount of each deduction.

6.5 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement at any time during normal business hours, after notifying the Manager provided that he does not interfere with the performance of duties by Members in the bargaining unit.

6.6 The Employer agrees that all Employees covered by this Agreement and new Employees, after completion of their probationary period, shall as a condition of employment, become and remain members of the Union in good standing.

6.7 New Employees shall make application at the time of their hiring, and shall become and remain members of the Union in good standing, as a condition of employment, as soon as their probationary period has been served. The Employer agrees to deduct Union initiation fees in the pay period following termination of probation, and remit with the monthly dues. The Union shall supply cards and records regarding check-off of dues.

6.8 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with the constitutional requirements of the National Union.

**6.9 Union Leave – Salary Continuation**

**The Company agrees that for Union leaves the Employer shall continue to pay Employees and bill Unifor Local 222 for hourly costs.**

**ARTICLE 7**

**DATA TO BE SUPPLIED TO UNION**

7.1 The company will supply to the Union committee the following information at the end of every month and send a copy to the local Union office:

- a) Employees who acquire seniority.
- b) Employees transferred into or out of the Bargaining Unit.
- c) Hours worked by probationary, Part-time and Full-time Employees.

7.2 The Company will supply to the Union committee the following information at the end of the month in which it occurs with a copy to the local Union office:

- a) Employees extended leave of absence.
- b) Employees on Sickness and Accident and Compensation and the date of occurrence.
- c) Employees who have lost seniority.
- d) Employees who are discharged.

**7.3 The Company will supply to the Union an updated Employee contact list on a quarterly basis, which will include available email addresses and cell numbers.**

## **ARTICLE 8**

### **SENIORITY**

- 8.1 The fundamental rules respecting seniority are designed to give Employees an equitable measure of security based on the following:
- a) Full-time Employees – in this group have their seniority established as per Schedule “A” of this Agreement. New Drivers outside of the bargaining unit entering this group will establish seniority in this group by virtue of the date they enter this group.
  - b) Part-time Driver – Drivers in this group are ranked for purposes of seniority as set out in Schedule “B”. New Drivers entering this group will establish seniority in this group by virtue of the date they enter this group.
  - c) Probationary Drivers – will attain seniority after having worked 240 hours with the Company performing duties covered by this Agreement set out in Article 2.1 and will have their names placed at the bottom of the part-time seniority list.
  - d) Mechanic – Employees whose primary function as a holder of a valid mechanics license, is to maintain in a good and safe operating condition the vehicles operated by the Company and other activities as required by the Company. After completing their 90 Day Probation Period, for the purpose of seniority, the mechanics will be ranked in order as set out in Schedule ‘D’.
  - e) Serviceman - Employees whose primary function is to perform those tasks associated with preventative maintenance to the vehicles as determined by the Company, and other activities as required by the Company. After completing their 90 Day Probation Period, for the purpose of seniority, the servicemen will be ranked in order as set out in Schedule ‘D’.
  - f) Bus Cleaners - Employees whose primary function is to clean vehicles and other activities as required by the Company. After completing their 90Day Probation Period for the purpose of seniority, the Cleaners will be ranked in order as set out in Schedule ‘D’.

**NOTE:** The Company will determine the number of employees required to operate vehicles in the care and control of the Company as part of their job function. All drivers must be the holder of a valid BZ Drivers License; and all maintenance employees must be the holder of a valid Class DZ Drivers License to continue employment with the Company.

- 8.2 APPRENTICE MECHANICS - The Company reserves the right to establish an apprentice mechanics classification.

An apprentice will not be entitled to bid on work shifts until such time as they have completed the apprentice program in its entirety save and except filling in for a vacation relief.

An apprentice will receive remuneration at the rate of 80% of the rate in effect for Mechanics as noted in the 'Pay Schedule' for the first year and; 85% for the second year and; 90% for the third year.

- 8.3 The term seniority, for a Full-time Employee shall be considered to mean the length of continuous service with Trentway-Wagar Inc. before January 23, 2008 within the bargaining unit if employed as a Full-time Employee on that date, or the date of hire as a Full-time Employee if the Employee is employed as a Full-time Employee after January 23, 2008.
- a) If a Full-time Employee wishes to become a Part-time Employee and relinquish their Full-time status, they would carry their Full-time Seniority Date to the bottom of the Part-time Seniority list.
  - b) If a Part-time Employee wishes to become a Full-time Employee, and the Company requires a Full-time Employee, they would carry their Part-time seniority date to the bottom of the Full-time Seniority list.
  - c) An Employee who has transferred from Full-time to Part-time, and then back to Full-time, and the Company requires a Full-time Employee, if the Employee was originally in Schedule 'A', 'B', 'D', as of January 2013 the Employee would be slotted in where their seniority would place them on date of transfer, in the Schedule they are transferring into.
  - d) In the event the Company needs to fill a Full-time position in one (1) of the schedule groups, the transferring Full-time Employee will be placed at the bottom of their new assigned schedule list.
- 8.4 All Employees will appear on seniority list that will be posted in the workplace at all times and the Company will update as required. The posting will be shown as they are in Schedules 'A', 'B' and 'D'. A copy of the Schedules will be given to the Union Chairperson of the Committee.
- 8.5 In the event more than one Employee is hired on the same date, the Company will randomly assign each Employee with a seniority code number, this number will be used in determining each Employee's seniority standing, i.e. lowest seniority code number will be highest seniority standing on such date. This applies to probationary seniority only, once probation is complete follow article 8.
- 8.6 a) The maximum ratio of Full-time to Part-time Employees in each group in the Bargaining Unit will not exceed one-to-one.



- b) The Company can hire students for casual help as long as such work does not displace bargaining unit positions.
- 8.7 All Bargaining Unit Employees will have an A, B, D, letter showing what Schedule they are in as of January 2013. This letter will indicate what Schedule their Seniority date is and will not change regardless the Schedule they may transfer into.

## **ARTICLE 9**

### **LOSS OF SENIORITY OR EMPLOYMENT**

- 9.1 Seniority rights shall cease and an Employee's employment shall be terminated for any of the following reasons:
- a) If an Employee voluntarily quits the employ of the company.
  - b) If an Employee is discharged for just cause and is not reinstated pursuant to provisions of the grievance procedure.
  - c) If an Employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the Employee shall be subject to discipline up to and including discharge, unless the Employee has a satisfactory reason acceptable to the Company for such absence.
  - d) If an Employee fails to report for work in accordance with a notice of recall, or within seven (7) working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason acceptable to the Company is given.
  - e) If laid off, an Employee will be retained on the seniority list for a period of thirty-six (36) months.
- 9.2 Employees transferred to a supervisory position or a position not covered by this collective agreement will have their seniority date frozen as of the date of the transfer. Such Employee(s) will have a twelve (12) month period upon which to return to the bargaining unit. If such Employee does not return to the bargaining unit after twelve (12) months they will lose all seniority.
- 9.3 An Employee who reaches the age of 70, and who has given notice prior to December 31<sup>st</sup> to the Company and the Union that they do not wish to retire would continue working after age 70. The Employee would be required to have a license in good standing, pass an annual medical physical that could be administered by a Company physician at no cost to the Employee, and pass a

skills competency test administered by a Company signing authority representing the Ministry of Transportation.

## **ARTICLE 10**

### **LAY-OFF AND RECALL**

- 10.1 If one or more Full-time Employees in a job classification are affected by a decision of the Company or the RMD to discontinue one or more bus runs, the Full-time Employee(s) with the least seniority will assume the number one position on the Part-time seniority list. If subsequent to this, a Full-time opening becomes available, the Employee (if available) who assumed the number one position on the Part-time seniority list will automatically be recalled to the Full-time seniority list. Such Employee(s) will maintain their previously established full-time seniority date.
- 10.2 Employees who have been laid off in accordance with the above provision will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.
- 10.3 The Company will provide the Chairperson of the Union Committee with a list of Employees to be laid off or recalled if possible, 30 days prior or as soon as the Company becomes aware of such decision, also any cancellation of such notices.
- 10.4 The Union Committee will be retained in the employ of the company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform.
- 10.5 During the summer schedule, spring break, Christmas break, when there is a reduction in service for five (5) working days or more, the Company will maximize the runs to eight hours or more.
- a) Full-time Employees by seniority will have the option to take a voluntary layoff to temporary layoff pool. With a recall date, a Driver has a right to that recall date. While on voluntary layoff the Employee may make themselves available for work by signing the availability sheets. Employees on voluntary layoff will not sign on vacation and vacant crew reliefs during this period of layoff.
  - b) If no one exercises the above option, the layoff will start with the junior Full-time driver.
  - c) There will be no layoffs at Christmas or March break if there are Crews available due to vacation or leave book offs. Shifts will be filled in accordance with Article 28.9.

- 10.6 Laid off Employees shall remain on the Company's group benefit program as defined in Article 34 for a period of three months from the date of lay off.
- 10.7 If the Company requires a lay-off in the maintenance department, the lay-off would be in the job classification requiring the lay-off. However, if the affected individual is qualified, and has the seniority to bump into another job classification in the maintenance department, the employee can do so and their remuneration would be at the applicable rate for their new job classification.

## **ARTICLE 11**

### **NEW JOB POSTING**

- 11.1 In the event new Full-time positions are created within the Bargaining Unit, the Company will post such new positions for a period of five (5) working days in order to allow Bargaining Unit Employees to apply.
- 11.2 The qualified Employee from the Bargaining Unit with the most seniority that applies will be awarded the position.
- a) In the event an Employee from the Full-time group and an Employee from the Part-time group are applying for a new job posting within the Bargaining Unit, for each 2080 hours worked as a Part-time Employee their seniority date would be backed up one year or part thereof, on the basis of 170 hours work credit would be given for one (1) month. If the Part-time Employee was off due to sickness, i.e., WSIB, or Medical, etc., the Company would average the hours lost by using the six (6) months worked previous to their loss of time. This calculation of hours would only be used when a Part-time employee and Full-time Employee are competing for a new job posting.
- b) In the event no Full-time Employee applies for the new job posting, the most Senior Part-time Employee from Schedule B would be awarded the position.
- 11.3 In the event a Serviceman or Mechanic's position becomes available the Employee who applies from the bargaining unit with the most seniority that is qualified and has maintenance experience will be awarded the position.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

- 12.1 The purpose of this Article is to establish a procedure for the settlement of all grievances. A grievance under this Agreement will be defined as a difference of opinion between the Company and the Union or an Employee as to the interpretation, application, administration or alleged violation of this Agreement.
- 12.2 **STEP ONE** – An Employee having a grievance, along with their respective committee person, will submit the grievance in writing to the Company, within seven (7) working days of the occurrence. The Company will reply to the grievance in writing within fifteen (15) days from the initial filing of the grievance. Failure to meet the requirements of this time limit will result in payment of the grievance without prejudice.
- 12.3 **STEP TWO** – Failing satisfactory settlement after **STEP ONE**, the Union and the Company designates will meet at a time and place determined by the parties, but in any event no later than thirty (30) days from the initial filing of the grievance to discuss the matter.
- 12.4 **STEP THREE** – Failing a satisfactory settlement at **STEP TWO**, either party may request that the matter be submitted to arbitration. The party requesting arbitration shall make such request in writing addressed to the other party to this Agreement within ten (10) days from the date of the reply in **STEP TWO**. The Company and the Union will mutually agree upon a single arbitrator. Should the Company and Union fail to agree upon an arbitrator within ten (10) days, the appointment will be made by the Minister of Labour for Canada, or designate as provided by statute or otherwise, upon the request of either party.
- 12.5 The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.
- 12.6 The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of Employees, or to a Union policy grievance.
- 12.7 The following special procedure shall be applicable to a grievance alleging improper discharge of an Employee. The grievance may be lodged at **STEP TWO** in writing through the Chairperson of the Committee to the Company within two (2) working days after the discipline has been imposed.
- 12.8 The time frames referred to above may be extended by mutual agreement in writing between the Parties but, in any event, no extension agreed to by the Parties can be for a period of time greater than 90 days.

- 12.9 The Company will pay all settled grievances when the current pay period is remunerated.

### **ARTICLE 13**

#### **LEAVE OF ABSENCE**

- 13.1 a) Employees may be granted a leave of absence without pay and without loss of seniority, for personal reasons, provided it does not interfere with the ongoing operations of the Company, upon written application to the Company, at least one week prior to the proposed commencement of the leave and subject to written approval from the Company.
- b) Any Employee of the Company elected or appointed to a full-time position in the UNIFOR Local Union or National Union will be granted a leave of absence without pay and without loss of seniority by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.
- c) Provided it does not interfere with the ongoing operation of the Company, the Company will grant a leave of absence without pay to Employees who are members of the Union to attend to Union business. Such leaves will not be unreasonably denied. Union request must be made 24 hours in advance.
- d) Employees who are granted a leave under (a), (b), and (c) above shall have their seniority accrue while on such leave.
- e) Requests for leaves will be answered within four (4) business days.

### **ARTICLE 14**

#### **COMPASSION, MATERNITY AND PARENTAL LEAVE**

- 14.1 Compassion, Maternity and Parental Leaves will be granted in accordance with the requirements of the Canada labour Code and related Regulations, and the Company will pay the cost of benefits as set out in Article 34 to a maximum of 52 week leave period.

### **ARTICLE 15**

#### **PUBLIC LEAVE OF OFFICE – LEAVE OF ABSENCE**

- 15.1 A Employee with seniority, elected or appointed to an essentially full-time Federal, Provincial, or local public office, may make written application for a leave of absence without pay or benefits for the period of his/her term of active service in such public office. If such leave is granted, additional leaves of

absence for service in such office may be granted at the option of Management upon written application by the Employee.

15.2 Seniority will continue to accumulate for the period of such leave of absence.

15.3 The Employee's request for leave of absence may also include the necessary time after the issuance of the writ for the election to campaign for such office.

15.4 **EMERGENCY LEAVE**

The Parties agree that Employees are entitled to ten (10) authorized days without pay each calendar year from January 1<sup>st</sup> to December 31<sup>st</sup>. The reason for leave will be limited to:

- a) Personal illness, injury or medical emergency.
- b) The death, illness, injury or medical emergency of an individual described below.
- c) An urgent matter that concerns an individual described below.

The above is applicable to the following individuals:

The Employee's spouse or same sex partner; parent, step parent or foster parent of the Employee's spouse or same sex partner. A child, step-child, or foster child of the Employee, the Employee's spouse or same sex partner. A grandparent, step grandparent, grandchild, or step grandchild of the Employee, the Driver's spouse or, same sex partner. The spouse or same sex partner of a child of the Employee. The Employee's brother or sister.

The Employee, where possible, shall contact the employer within 24 hours. The unpaid leaves shall not form part of any record regarding absenteeism policies or discipline regarding absenteeism.

**ARTICLE 16**

**EDUCATION LEAVE**

16.1 The Company agrees to pay into a special fund two cents (2) per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the Employees skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, effective from date of ratification, and sent by the Company to the following address: UNIFOR Paid Education Leave Program, UNIFOR Family Education Centre, R.R. #1, UNIFOR Road 25, Port Elgin, Ontario N0H 2C5.

- 16.2 The Company further agrees that Employees who are members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. No more than one person may be absent at the same time for such leave.

## **ARTICLE 17**

### **REPORTING PAY**

- 17.1 Any Employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.
- 17.2 **An employee will receive a minimum two (2) hours pay for work under two (2) hours, also for evaluation training and route training. This does not cover employees returning from sick leave or a personal LOA.**

## **ARTICLE 18**

### **EMERGENCY CALL BACK PAY**

- 18.1 Any Employee called to work before or after their scheduled shift shall receive in such instances a minimum of two (2) hours pay at their overtime rate.
- 18.2 A Mechanic would receive seventy (70) dollars for each week they are required to be On-Call. If they are required to report to the garage or on-road breakdown, they would receive a minimum as set out in Article 18.1.

## **ARTICLE 19**

### **INJURY ON THE JOB**

- 19.1 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of compensable injury shall be paid their regular earnings for the balance of the shift on which the injury occurs.

## **ARTICLE 20**

### **JURY DUTY**

- 20.1 If a Full-time Employee is called and is required to serve on jury duty or as a Crown witness on his normal working day, the Company agrees to pay the equivalent of a regular day's pay to a maximum of eight (8) hours at straight time, less the amount of jury duty pay received to a maximum of ten (10) days for each Employee.

## **ARTICLE 21**

### **BEREAVEMENT**

- 21.1 a) Every Employee in the event of the death of a member of their immediate family, will be granted bereavement leave with pay at their normal rate of pay on any of their scheduled working days which occur during the three days immediately following the date of death to arrange for, or attend the funeral or immediately following the release of the Deceased. In the event of the death of a spouse, parent or child, they will be granted bereavement leave with pay at their normal rate of pay on any of their scheduled working days which occur during the five days immediately following the date of death.
- b) In the case of a death of a niece or nephew of an Employee, the Employee would be entitled to a one day leave with pay at their normal rate of pay, for the day of the funeral only.
- 21.2 Immediate family includes spouse or common-law partner; Employee's father and mother and the spouse or common-law partner of the father or mother; Employee's children and the children of the Employee's spouse or common-law partner; Employee's grandchildren; Employee's brothers, brother-in-laws, sisters and sister-in-laws; Employee's grandfather and grandmother; the father and mother of the spouse or common-law partner of the father or mother; and any relative of the Employee who resides permanently with the Employee or whom the Employee permanently resides.

COMMON-LAW PARTNER means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.



**ARTICLE 22**

**BULLETIN BOARDS**

- 22.1 The Committee will have the use of two (2) bulletin boards for the posting of notices of Union meetings or functions. Such bulletin board to be supplied by the Company and placed in a conspicuous area agreed on by the Union. All notices will be authorized by the Chairperson of the Union Committee.

**ARTICLE 23**

**PAY DAY**

- 23.1 Pay day shall be bi-weekly on Wednesday.
- 23.2 Any pay shortages of one hundred dollars (\$100.00) or more will be paid by cheque within two (2) business days.

**ARTICLE 24**

**COPY OF AGREEMENT**

- 24.1 Company to provide a copy of the Collective Agreement to bargaining unit Employees.

**ARTICLE 25**

**STRIKES AND LOCKOUTS**

- 25.1 The Company and the Union agree to abide by the Canada Labour Code with respect to strikes and lockouts.

**ARTICLE 26**

**CLASSIFICATIONS AND WAGES**

- 26.1 The Company will pay Employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

## **ARTICLE 27**

### **PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS**

- 27.1 The Company will advise the Chairperson, President of the Local Union and Representative of the UNIFOR National Union, as soon as the company becomes aware of any contemplated shutdown of operations that will affect the Employees. Such notice shall be in writing and indicate the reason for the action.
- 27.2 The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the Employees involved.

## **ARTICLE 28**

### **HOURS OF WORK**

- 28.1 The parties recognize that the normal hours of work will vary with the Schedules of service and requirements of the RDM and agree that the following sections shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 28.2 For Full-time Employees, the normal work day shall consist of eight (8) hours per day, forty (40) hours per week, with two (2) consecutive days off. The maximum hours an Employee can work in a week is forty-eight (48).
- 28.3
- a) Overtime for Drivers, Mechanics and Servicemen will be paid at the rate of time and one-half (1 ½) the regular rate of pay for all hours worked in excess of eight (8) hours a day or; if mutually agreed to by the Parties, after the agreed daily or pay-period hours.
  - b) Overtime for Bus Cleaners will be paid at the rate of time and one-half in excess of eleven and ½ (11.5) hours a day and after eighty (80) hours in a two week period.
  - c) An Employee may bank their overtime hours at the rate of 1.5 hours for each hour of overtime worked to a maximum of 40 regular hours (Ex. 26.67 hours of overtime worked = 40 hours of straight time). Instead of receiving a cash payment for the overtime, an Employee would take paid time off and any time off would be subject to prior written approval from the Company.
  - d) All hours worked in excess of 40 hours in a week shall be paid at the rate of time and one-half (1½) the regular rate of pay exclusive of premiums.
  - e) There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.

- f) Overtime shall be voluntary. Drivers who accept a run that normally includes overtime shall work the overtime normally included in the run.
  - g) If it is no longer feasible for all work days to have overtime start after 8 hours, the Union and the Company will meet to develop some modified work shifts by extending the hours of a work day beyond 8 hours and overtime would only be paid in those circumstances after an Employee worked 40 hours in a work week. The sole purpose for creating these new work days would only be to create additional Full-time Employee positions.
- 28.4 The company will discuss permanent changes to an Employee's existing shift starting times and prior to any implementation with the elected Union Committee.
- 28.5 Subject to Article 28. 1, the Company will endeavour to maintain the present eight (8) hour shifts.
- 28.6 The Company agrees that any shift of a duration of seven (7) hours and fifteen (15) minutes or greater will be paid as a minimum of eight (8) hours.
- 28.7 Bidding on Runs - To assure the Drivers will receive the most accurate information available; the Company will distribute to the Drivers every two months, to coincide with the Region of Durham's bidding schedule, a list of all the Crews (Work Weeks) available to bid on for the next two month period in the following order.
- a) By Bargaining Unit Seniority, each Full-time Driver will place their name next to their preferred choice of any open Crew on the Master List retained in the office.
  - b) By Bargaining Unit Seniority, each Part-time Driver has the option to fill in their name next to their preferred choice of any open Crew on the Master List. No Part-time Driver is required to select a Crew at this time.
  - c) By Bargaining Unit Seniority, remaining eligible Drivers (a Full-time Driver that has a crew with less than 40 hours per week and each Part-time Driver) have the option to fill their name next to their preferred choice of any work day (s) in any open Crew on the Master List that does not create overtime. No Driver is required to select any work days at this time.
    - i. Crew guides will be provided to the Union twenty-one (21) days prior to posting to accommodate constructive input unless the Company is unable to do so for competitive reasons.
    - ii. The above bidding process will take place on the first three (3) working days (excluding Saturday, Sunday and Statutory Holidays recognized in this Agreement) following the 20<sup>th</sup> day of the month, immediately prior to the effective date for the new two month period.

- iii. Preferred Crews and Days will be assigned to Drivers on a seniority basis becoming effective on the first Monday in the month following the above mentioned dates.
  - iv. Except as provided for elsewhere in this Agreement, a Driver would be committed to operate their chosen Crew and Days for the two month period.
  - v. To be consistent with Durham's Bidding process, The Company would complete a re-bid if for some reason Durham changed their bidding period from the current two month period.
  - vi. At the time of bidding, if a driver is on temporary leave with a return date greater than two weeks after the effective date of the bid period, they would not sign for a run but would have their choice of runs received by any junior driver. The remaining junior drivers would be canvassed for rebid from the point of the returning driver.
  - vii. If and when the Company cannot fall back on the Crews of the preceding shift sign up, then that Driver failing to bid on sign-up for a Crew will be put to the bottom of the Full-time seniority list and then said person will be assigned to the highest paying open Crew on the bid sheet for duration of sign-up period.
- d) For the purpose of this article, maintenance will include mechanics, cleaners and service person. The bidding process for these departments will be three (3) month intervals, commencing on the first Monday of the month following the sign-up.

28.8 a) Weekly Sign-up Process For Available Drivers - Each week the Full-time and Part-time availability sheet will be posted until Wednesday at noon. Drivers are required to note the days, and the from and to time of availability in the next seven day period beginning on the following Monday they are available to operate work shifts (in the case of Full-time Drivers extra work shifts).

b) Drivers who have signed the availability sheet will be assigned work shifts by Seniority with available Full-time Drivers being assigned first and then Part-time drivers. Dispatch will assign the work and post it by 15:00 Thursday:

Drivers will be responsible to contact dispatch to get their work assignments. If changes are made after the work assignments have been posted, dispatch must notify the affected drivers.

c) Any Part-time Driver who does not make themselves available for work would only be asked to work after all available drivers have been assigned work shifts.

- d) When applying Seniority to open work shifts, the advantage means the work shift with the highest dollar value being considered the most desirable and; when the dollar value is the same, the work shift with the earliest finishing time.
  - e) Full-time Drivers who have worked less than 40 hours per week (for reasons not associated with Vacation Time off) and who have made themselves available for extra work shifts in accordance with Article 28.8 will be asked first to fill any open work shifts provided such work does not put the Driver into an overtime situation. Exceptions may be made on a case by case basis. Where there are no Full-time Drivers available to do the shifts without the payment of overtime, Part-time Drivers who have made themselves available in accordance with Article 28.8 will be asked to perform the scheduled work provided the performing of the scheduled work will not provide the Part-time Driver with more than 40 hours of work in the week.
  - f) All Part-time Drivers must make themselves available ten (10) days in a calendar month or will be subject to dismissal unless a Driver can provide proof of sickness that prevented them from achieving the threshold level of 10 working days. In the event of insufficient open Part-time work shifts due to seniority, Drivers would not be subject to dismissal. A Part-time Driver with a seniority date after December 1, 2007 is required to work at least four (4) weekend/stat holiday days each month.
- 28.9 a) All temporary vacant Crews (Work Weeks) will be posted on a Monday. There will be a maximum of two (2) moves for Full-Time Drivers and one (1) move for Part-Time Drivers. The posting will be removed Tuesday at noon for the first move; and Wednesday at noon for the second move; and Thursday at noon for Part-Time Drivers.
- b) Any Driver must be available for the complete duration of any shift changes.
- 28.10 The Company agrees that Employees may from time to time request the opportunity of exchanging shifts with other Employees for their convenience. It must be made in writing by both parties and will be subject to the agreement of the Manager. Such changes will not be reasonably refused as long as there is no additional cost to the Company as a result.

## **ARTICLE 29**

### **OVERTIME EQUALIZATION**

- 29.1 The Company will continue its practice of dividing overtime in an equitable manner based on Full-time and Part-time seniority. A list shall be posted weekly, updated daily showing overtime hours-worked.

- 29.2 Notice of overtime opportunities must be given at least one (1) hour before the shift ends for an extended shift, or in the case of a weekend, such as Saturday, the work notice for overtime work must be given by 12:00 Noon on the Thursday prior to the weekend, and in the event of a holiday not on a weekend, a thirty-six (36) hours notice is to be given.
- 29.3 If an imbalance in overtime does occur, the Company will correct the imbalance by compensating the Driver for missed opportunity. Should a Driver notice they have been passed when overtime opportunities has been offered incorrectly, they must notify dispatch immediately.

## **ARTICLE 30**

### **ADMINISTRATION OF DISCIPLINE**

- 30.1 a) When a Employee are called to an interview and the nature of the meeting could lead to discipline or discharge, a committee person will be present. Prior to the interview the Employee will be given notice of the nature of the interview and time to meet with a Union representative. In the event the employer disciplines or discharges an Employee it will be put in writing and a copy will be provided to the Driver and Union. Notwithstanding the above, the employer shall have the right to remove an Employee from service immediately pending an investigation.
- b) When the company becomes aware of an infraction with an employee, the Employer must carry out their intent to discipline within seven (7) days.
- 30.2 Provided there is no re-occurrence of a related or similar incident within twenty-four (24) months from occurrence, the record of an Employee shall not be used against them and will be removed from the file in accordance with the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 30.3 Preventable accidents shall be kept on an Employees record for a period of 24 months unless further entries occur within the 24 month period. An Employees accident record shall only be cleared when he has driven 24 months from their last preventable accident without another preventable accident of any kind.
- 30.4 The Employee and Union will receive a copy of the final determination of a preventable accident.

## ARTICLE 31

### HEALTH AND SAFETY

31.1 Employees working under this Collective Agreement will be regulated by Part II of the Canada Labour Code. The Company and the Union will split the cost jointly to certify one employee from the Maintenance group and one from the Operators group. The curriculum will be mutually agreed upon by both parties.

31.2 The Company will make every effort to comply in a timely manner with the requirements of Part II of the Canada Labour Code.

31.3 The Union agrees to actively promote measures to assure the health and safety of all Employees.

31.4 a) The Parties agree to set up a joint health and safety committee with two (2) members from the Company, one (1) member from the Bargaining Unit, and one member from the Amalgamated Transit Union. The Company agrees to meet from time to time as necessary to discuss health and safety concerns. In addition to the duties given to the committee pursuant to Part II of the Canada Labour Code, the committee will:

i) Promote compliance with pertinent legislation.

ii) Investigate all accidents that is not being investigated by an organization that has been authorized by Government Legislation to investigate the accident.

iii) Meet at least once a month to review their findings and make recommendations to management on the elimination of health and safety hazards.

b) The chairperson of the bargaining unit may attend meeting if both Parties agree.

31.5 **Driver Uniform**

a) Drivers are required to wear a Company designated uniform at all times while on duty. Any deviation would require prior written approval from the Company.

When a driver begins their employment in the Bargaining Unit, they will receive:

i) Three golf shirts and five dress shirts;

ii) Three ties;

iii) One windbreaker or one three season coat;

iv) Three pairs of trousers and three pairs of shorts; and a

v) Company sweater.

Annually on March 1<sup>st</sup> or November 1<sup>st</sup> whichever is closest to their seniority date, a Full-Time Driver will receive if required:

- i) Three golf shirts and five dress shirts;
- ii) Three ties;
- iii) One windbreaker or one three season coat;
- iv) Three pairs of trousers and three pairs of shorts; and a
- v) Company sweater.

Part-time Drivers will at the same times noted above, be able to replace any article of the Uniform due to normal wear-and-tear while performing their duties on behalf of the Company.

- b) Summer (Victoria Day weekend to Thanksgiving weekend): applicable shirt (optional tie), or golf shirt, long pants or shorts/culottes with black socks, black or brown (lace-up or slip-on) shoes that shall be polish able and cover the entire foot.
- c) Winter (End of Thanksgiving weekend – Start of Victoria Day weekend): Mandatory applicable shirt with tie, company approved sweater, long pants; black or brown (lace-up or slip-on) shoes, that shall be polishable and cover the entire foot. During inclement weather, a conventional boot with insulated lining may be worn in lieu; provided that the exterior finish is as described above style, and there is no interference with driving a bus.
- d) Headgear will only be allowed to be worn if the RMD gives approval and if prior written approval is given by the Manager.
- e) Shirts shall be buttoned to the collar and tucked into the pants.
- f) All Drivers shall be personally clean and neat with clean uniform garments while in service.
- g) No other garments shall be worn in place of or over the Uniform garments unless prior written approval is given by the Company.
- h) Hair shall be neatly trimmed or styled presenting a professional image complementing the integrity of the Uniform. Long hair, if worn, shall be maintained in a kept condition off the shoulders and front torso so as not to compromise safety in the operation of a bus or obstruct the field of vision.
- i) Facial hair (including sideburns, beards, moustaches, goatees), if worn, shall be neatly trimmed or styled and shall not compromise the safe operation of the bus.
- j) If through no fault or negligence on the part of a Driver while performing their duties for the Company, any part of a Driver's Uniform is damaged by oil, grease,



etc. beyond cleaning, or torn beyond repair; the Company will replace the damaged items.

31.6

**Maintenance Employee**

- a) The Company will provide and pay for the rental costs of a clean coverall for each mechanic and serviceman for each work day and up to seven (7) pairs of coveralls for Full-time bus washers for each period.
- b) The company will **reimburse up to 175.00** per year (if supported by a proof of purchase) towards **unlimited amount of purchases** of CSA approved safety footwear to a full-time employee following their first year of service.
- c) Part-time Employees who are members of this Bargaining Unit will receive a \$125.00 contribution for the purchase of CSA approved safety footwear every two (2) years if the average number of hours worked for the Company in the previous two (2) years is 800 hours per year.
- d) Seasonal jackets, Parka's, rain gear and safety vests will be made available for general use as required.
- e) The Company will provide for the licensed mechanics one insulated parka with fluorescent orange reflective material. This will be changed as required. Upon termination of employment, the parka will be returned to the Company prior to the final pay being issued to the mechanic. If the parka is not returned, the cost of the replacement for the same will be deducted from the mechanic's final pay.
- f) The Company will endeavor to supply to the Service and Wash Bay employees surplus driver parkas that has been dry cleaned as they become available. This will be issued by seniority, one parka every two years.
- g) Cleaners will receive CSA approved rain boots that for Full-Time Cleaners will be replaced as required; and for Part-Time Cleaners, every two (2) years if the average number of hours worked for the Company in the previous two (2) years is 800 hours per year.
- h) Mechanics will receive an annual tool allowance of **\$250.00** and Service personnel will receive **\$75.00**.

31.7

Buses shall be kept well maintained in proper working order with working heaters, vents and windows.

31.8

In the event an Employee becomes physically handicapped and is unable to continue their job, the Company agrees to meet with the Employee and the Union to discuss accommodation.

- 31.9 The company will endeavour to provide washroom facilities along all routes including Whitby GO Station. See attached 'Letter of Understanding'.
- 31.10 All Employees will be trained in WHMIS at the Company's expense as per Canada Labour Code.
- 31.11 Company to pay the cost of Employee parking.
- 31.12 a) Radios to be maintained in all buses.  
b) Security code in all buses.
- 31.13 The Company and the Union will provide each Employee with the UNIFOR anti-harassment training, with the one day's wages to Full-time Drivers being split on a 50/50 basis between the Company and the Union for the initial training only.
- 31.14 When an employee has to fill out a report (ie. Incident report, accident report) if done outside of their daily working hours they will be paid 15 minutes at straight time pay.

## **ARTICLE 32**

### **VACATION WITH PAY**

- 32.1 All Full-time Employees on the payroll shall receive vacations with pay each year in accordance with their service as set out for Drivers in Schedule "A", and Maintenance Employees in Schedule "D". **Upon request to your Supervisor, vacation pay will be paid out on a separate cheque.**
- 32.2 All Full-time Employees on the payroll shall receive vacations with pay each year, according to seniority, on the following basis:
- a) Full-time Employees who have completed one (1) years' service with the Company, as of date of employment, shall receive two (2) weeks' vacation with pay based on four per cent (4%) of the previous calendar year gross earnings.
- b) Full-time Employees who have completed (5) five years' service with the Company, as of date of employment, shall receive three (3) weeks' vacation with pay based on six per cent (6%) of the previous calendar year gross earnings.
- c) Full-time Employees who have completed ten (10) years' service with the Company and were in the Bargaining Unit prior to the effective date of this Agreement, and; after the effective date of this Agreement, Full-time Employees with ten (10) years in the Bargaining Unit, shall receive four (4) weeks' vacation with pay, based on the eight per cent (8%) of the previous calendar year gross earnings.

- d) Full-time Employees who have completed seventeen (17) years' service with the Company and were in the Bargaining Unit prior to the effective date of this Agreement, and; after the effective date of this Agreement, Full-time Employees with seventeen (17) years in the Bargaining Unit, shall receive five (5) weeks' vacation with pay, based on ten per cent (10%) of the previous calendar year gross earnings.
  - e) Vacations shall be taken in the year of entitlement. A Full-time Employee shall be allowed vacation pay in lieu of his holidays in excess of two weeks and after six years, three weeks. A Full-time Employee who has quit, been discharged, or laid off, will receive vacation pay earned on a pro-rata basis.
  - f) Single vacation days or leaves will be awarded provided these do not interfere with a vacation week, regardless of seniority.
- 32.3 a) Full-time Employees having one (1) year or more seniority will be entitled to take two (2) weeks' vacation during the period of June 1<sup>st</sup> to September 30<sup>th</sup>, inclusive. Full-time Employees having three (3) weeks' vacation shall take at least one (1) week vacation during the period October 1<sup>st</sup> to May 31<sup>st</sup>. Full-time Employees entitled to five (5) weeks' vacation shall take at least three (3) weeks' vacation during the period October 1<sup>st</sup> to May 31<sup>st</sup>. Full-time Employees requests for vacation between June 1<sup>st</sup> and September 30<sup>th</sup> shall be indicated to management by April 30<sup>th</sup> each year. The final vacation list shall be posted by May 1<sup>st</sup>.
- b) Any Full-time Employee whose employment is terminated for any reason whatsoever shall receive his full vacation credit since the last day upon which vacation pay was calculated.
- 32.4 Part-time Employees will receive vacation pay of four per cent (4%) and after completing six years of service with the Company, six per cent (6%).

## **ARTICLE 33**

### **HOLIDAYS**

33.1 For the purpose of this agreement, the following days are paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (in lieu of Remembrance Day)	

Family Day, proclaimed by the Province of Ontario, that would also be in lieu of any holiday that could be proclaimed by the Federal Government as a Statutory Holiday.

- 33.2 When one of the observed statutory holidays falls on a Saturday or Sunday, the designated by the Region shall be the day observed and the Employee shall be paid the statutory holiday pay in accordance with the conditions outlined below.
- 33.3 All Employees shall be paid their normal daily hours to a maximum of eight (8) hours pay at their appropriate hourly rate for the above mentioned holidays in accordance with the qualifications of the Canada Labour Code. Company recognized Union Representatives who fail to meet the qualifying standards as set out in the Canada Labour Code, due to being on a Union Leave of Absence to conduct Union Business, will not be disadvantaged or discriminated against for statutory pay entitlement.
- 33.4 Any of the statutory holidays as listed, falling within an Employee's annual vacation shall be paid in addition to the Employee's annual vacation pay or one extra day's vacation shall be granted in lieu of pay, at the Employee's discretion.
- 33.5 Personnel required to work on the statutory holiday shall be paid 1 ½ times their normal rate of pay in addition to the statutory holiday pay. **Employees who work on December 25<sup>th</sup>, shall be paid double (2x) their normal rate of pay in addition to the statutory holiday.**
- 33.6 Part-time Employees shall be compensated in accordance with the Canada Labour Code, which states: 'Employees whose terms and conditions of employment with respect to hours of work, are such that they are unable to establish entitlement to fifteen (15) days of wages during the thirty (30) days just before the holiday, are entitled to 1/20<sup>th</sup> of the wages they have earned during those thirty (30) days.'

## ARTICLE 34

### GROUP INSURANCE BENEFITS

- 34.1 Unless otherwise noted, the Company will pay 100% of the premiums for the group insurance outlined below for all Full-time Employees up to the date on which they reach age seventy (70), at which time they will no longer be eligible to receive the benefits.
- 34.2 The Company will provide the union with copies of all policies outlining the benefits as they pertain to the Union and its Full-time Employees. Should the Company desire to change carriers, it will first notify the Union and provide the Union with copies of any new policies of insurance once they become effective. In no event will new coverage result in benefits which are not equivalent or greater to those currently provided for in this contract. **EMPLOYEES SHOULD**

**ALWAYS REFER TO THEIR COPY OF THE BENEFIT BOOK TO SEE THE FULL BENEFIT PROGRAM AVAILABLE TO THEM.**

34.3 Group Life Insurance – each Full-time Employee is eligible for group life insurance coverage up to 100% of their annual salary subject to a limitation of \$100,000.00. Insurance coverage will be reduced to 50% of their annual salary at age sixty-five (65).

When the Company reviews annually the premium paid for Life Insurance based on the income of its Employees the Company will for those individuals who take a Leave of Absence to conduct Union Business, have their annual income grossed up by crediting the individual with eight (8) hours per day and forty (40) hours for each week that the individual is on Leave. The total hours will be multiplied by the Hourly Rate of Pay in effect for the period and added to their actual income to determine the value of their Life Insurance coverage for the next twelve month period.

34.4 Accident Death and Dismemberment Insurance – each Full-time Employee is eligible for group accidental death and dismemberment insurance coverage up to 100% of their annual salary subject to a limitation of \$100,000.00.

34.5 Dental Insurance – the company agrees to provide Full-time Employee with a dental insurance plan that provides for each family paying the first \$25.00 in each calendar year. Cleaning will be allowed and covered every six (6) months. The Dental Care Benefit maximum is \$1,500 in any calendar year. Benefits for some dental procedures are limited. You should refer to the Benefit description for these limits. The Company has also increased Major Restorative Services from 50% to 70%

34.6 Extended Health Care Coverage – the Company agrees to provide Full-time Employees with an extended health care plan. This plan will include:

- a) Semi-private room accommodation in hospitals;
- b) Hearing aid and vision plan. The plan will pay up to **\$300.00** every two years for eye glasses and up to **\$100.00** for an eye examination every two years for adults and every year for dependent children; hearing aid benefit \$1,000 every 5 years.
- c) Drug plan with a deductible of \$4.00 for each prescription plus any dispensing fee over \$14.00 for each prescription; and
- d) Health plan while outside Canada, subject to a \$25.00 deductible in each calendar year
- e) Services performed by a licensed Chiropractor up to \$600 per calendar year.

f) Massage Therapy Services up to \$500 per calendar year.

34.7 Full-time Employees will accumulate sick days at the rate of one-half (1/2) day per month for a total of six (6) days per year. **Going forward, there is no longer a maximum to which sick days will be allowed to accumulate.** If a sick-day is required, the rate of pay will be equal to 75% of their regularly scheduled hours in year one of contract and increases to 100% in year 2 and 3. A Full-time Employee that is off work due to sickness for three or more consecutive days will be required to furnish the company with a doctor's certificate to be eligible to receive remuneration.

For the purpose of this article, a sick-day is defined as a day that a Full-time Employee asks to be removed from any scheduled work due to medical reasons.

34.8 MTO Medicals: the Company will pay for any MTO Medical not covered by OHIP.

34.9 Pension Plan for Full-Time and eligible Part-time Employees

a) Full-time Employees will be enrolled on a voluntary basis in the current Company Pension Plan, which is administered by Manufacturer's Life Insurance. An Employee will only be enrolled in the Pension Plan after they have returned the completed required forms to the Company.

b) If a Full-time Employee volunteers to join the Plan, the Company will contribute 4% of the Employee's earnings to the plan that must be matched by the Employee. The Company will only contribute to the plan if the Full-time Employee voluntarily agrees to match the 4% contribution. The Company's contribution will stop if an Employee refuses to contribute or withdraws from the plan.

c) For those Employees who take a Leave of Absence to conduct Union Business, that the Company will base its contribution to the Pension Plan on the actual earnings in a pay period, plus eight (8) hours per day to a maximum of forty (40) hours each week that the Employee is on Leave in the same period. The hours will be multiplied by the Hourly Rate of Pay in effect for the Pay Period and the value will be added to the actual earnings to determine the actual contribution the Company will make to the Pension Plan on behalf of the Employee. The Company will only make the contribution if the Employee involved has signed in advance, a document supplied by the Company authorizing the Company to deduct the same amount from the Employee's actual earnings in the Pay Period as required by the Collective Bargaining Agreement between the Parties.

e) Part-time Employees are eligible to join the Pension Plan after they have completed two consecutive years in which their annual earnings are at least 35% of the Maximum Pensionable Earnings (YMPE) in each of the two years.

The YMPE is adjusted annually and for the calendar year **2015** is \$ **53,600**. Therefore, the required annual earnings for that year would be **\$25,370** to qualify for the Pension.

34.10 Hepatitis B shots:

The Company will add this medication to the benefit package and will be available through prescription only on the same basis as other drugs covered in the prescription plan.

34.11 The Company will add a PSA test once every two (2) years; Hepatitis A & C vaccines; and Erectile Dysfunction pills to the benefit package and will be available through prescription only on the same basis as other drugs covered in the prescription plan.

**ARTICLE 35**

**WAGES**

	<b><u>FULL-TIME DRIVERS:</u></b>	<b><u>PART-TIME DRIVERS:</u></b>
December 1, 2015	\$ 25.54 Per Hour	\$24.50 Per Hour
December 1, 2016	\$ 26.05 Per Hour	\$24.99 Per Hour
December 1, 2017	\$ 26.57 Per Hour	\$25.49 Per Hour
	<b><u>LICENSED MECHANICS:</u></b>	<b><u>SERVICEMAN:</u></b>
December 1, 2015	\$ 30.69 Per Hour	\$20.39 Per Hour
December 1, 2016	\$ 31.30 Per Hour	\$20.80 Per Hour
December 1, 2017	\$ 31.93 Per Hour	\$21.22 Per Hour
Night Premium	\$1.00 Per Hour Added To Above Rates	\$0.25 Per Hour Added to Above Rates
	<b><u>FULL-TIME CLEANERS:</u></b>	<b><u>NIGHT SHIFT:</u></b>
December 1, 2015	\$ 15.72 Per Hour	\$16.19 Per Hour
December 1, 2016	\$ 16.03 Per Hour	\$16.51 Per Hour
December 1, 2017	\$ 16.35 Per Hour	\$16.84 Per Hour
	<b><u>PART-TIME CLEANERS:</u></b>	<b><u>NIGHT SHIFT:</u></b>
December 1, 2015	\$ 13.00 Per Hour	N/A
December 1, 2016	\$ 13.26 Per Hour	N/A
December 1, 2017	\$ 13.53 Per Hour	N/A



**ARTICLE 36**

**CLOSURE AGREEMENT**

36.1 In the event that Trentway-Wagar loses the contract to provide transit services to the RDM the provisions of Schedule “C” shall apply.

**ARTICLE 37**

**DURATION OF AGREEMENT**

37.1 This agreement shall be in full force and effect from Date of signing to **November 30th, 2018**. In the event that either Party desires amendments to the Agreement, such must be sent to the other Party by registered mail within the last sixty (60) days of the agreement.

**DATED AT WHITBY, ONTARIO THIS 3rd DAY OF DECEMBER, 2015.**

**FOR THE UNION**

**FOR THE COMPANY**

\_\_\_\_\_  
**Tim Thompson**

\_\_\_\_\_  
**John Crowley – Vice-President, Operations & Safety**

\_\_\_\_\_  
**Gary Beck**

\_\_\_\_\_  
**Deborah Nayler – Vice-President, Human Resources**

\_\_\_\_\_  
**Susan Inman**

\_\_\_\_\_  
**Paul Buck – Whitby District Manager**

\_\_\_\_\_  
**Mike Roache**

\_\_\_\_\_  
**Rebekah Brand**

**SCHEDULE "A"**

**FULL-TIME DRIVER LIST**

	<b>DRIVER</b>	<b>COMPANY HIRE DATE</b>	<b>VACATION ENTITLEMENT DATE</b>	<b>SENIORITY DATE</b>	<b>DATE OF TRANSFER DRIVER</b>
	A	Nov 26, 1990	Feb 15, 1988	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Aug 21, 1989	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Jan 22, 1990	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	May 7, 1990	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	May 7, 1990	Nov 26, 1990	Nov 26, 1990
	A	Nov 26, 1990	Nov 26, 1990	Apr 29, 1991	Apr 29, 1991
	A	Nov 19, 1990	Nov 20, 1989	Jul 27, 1992	Jul 27, 1992
	A	Nov 28, 1990	Nov 28, 1990	Apr 1, 1993	Apr 1, 1993
	A	Dec 30, 1990	Dec 30, 1990	Sep 4, 1995	Sep 4, 1995
	A	Jun 28, 1991	Jun 28, 1991	Dec 4, 1995	Dec 4, 1995
	A	Oct 20, 1997	Oct 20, 1997	Jan 14, 2002	Jan 14, 2002
	A	Nov 26, 1990	Nov 26, 1990	Mar 01, 2003	Mar 01, 2003
	A	Mar 11, 2002	Mar 11, 2002	Apr 19, 04	Apr 19, 04
	A	Aug 19, 2001	Aug 19, 2001	Nov 29, 2004	Nov 29, 2004
	A	Apr 12, 2004	Apr 12, 2004	Nov 29, 2004	Nov 29, 2004
	A	Sep 17, 2003	Sep 17, 2003	Jan 3, 2006	Jan 3, 2006
	A	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006	Jan 3, 2006
	A	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006	Jan 3, 2006
	A	Nov 22, 2004	Nov 22, 2004	Jan 3, 2006	Jan 3, 2006
	A	Nov 22, 2004	Nov 22, 2004	Sep 5, 2006	Sep 5, 2006
	A	Mar 21, 2005	Mar 21, 2005	Sep 5, 2006	Sep 5, 2006
	A	Sep 11, 2007	Sep 11, 2007	Sep 11, 2007	Sep 11, 2007
	A	Sep 22, 2004	Sep 22, 2004	Dec 3, 2007	Dec 3, 2007
	A	Jan 24, 2005	Jan 24, 2005	July 7, 2008	July 7, 2008
	A	Aug 9, 2006	Aug 9, 2006	Oct 23, 2008	Oct 23, 2008
	A	Jan 18, 2006	Jan 18, 2006	Mar 1, 2010	Mar 1, 2010
	A	Jun 22, 2000	Jun 22, 2000	Mar 1, 2010	Mar 1, 2010
	D	Aug 30, 2007	Aug 30, 2007	Aug 30, 2007	Aug 26, 2013
	B	May 26, 2008	May 26, 2008	Sep 3, 2008	Jan 26, 2015
	D	Nov 6, 2009	Nov 6, 2009	Jun 26, 2010	Jan 26, 2015
	B	May 26, 2008	May 26, 2008	Sep 13, 2008	Jan 26, 2015
	B	May 26, 2008	May 26, 2008	Sep 27, 2008	Jan 26, 2015
	B	Sep 26, 2001	Sep 26, 2001	Mar 1, 2010	May 4, 2015
	B	Aug 9, 2006	Aug 9, 2006	Feb 17, 2007	May 11, 2015
	B	Nov 22, 2008	Nov 22, 2008	Mar 30, 2010	Sep 8, 2015
	B	Jan 13, 2010	Jan 13, 2010	Jun 4, 2010	Sep 8, 2015

**SCHEDULE "B"**

**PART-TIME DRIVER LIST**

	<b>DRIVER</b>	<b>COMPANY HIRE DATE</b>	<b>VACATION ENTITLEMENT DATE</b>	<b>SENIORITY DATE</b>
<b>B</b>		Nov 22, 2004	Nov 22, 2004	Nov 22, 2004
<b>B</b>		Aug 9, 2006	Aug 9, 2006	Sep 24, 2006
<b>B</b>		May 26, 2008	May 26, 2008	Dec 24, 2008
<b>B</b>		Dec 6, 2011	Dec 6, 2011	Feb 6, 2012
<b>B</b>		Sep 5, 2006	Sep 5, 2006	Apr 19, 2012
<b>B</b>		Feb 20, 2012	Feb 20, 2012	May 9, 2012
<b>B</b>		Sep 14, 2007	Sep 14, 2007	May 15, 2012
<b>B</b>		May 13, 2011	May 13, 2011	Jul 30, 2012
<b>B</b>		Oct 5, 2008	Oct 5, 2008	May 31, 2013
<b>B</b>		May 18, 2011	May 18, 2011	Jul 5, 2013
<b>B</b>		May 13, 2011	May 13, 2011	Jul 10, 2013
<b>B</b>		Aug 31, 2011	Aug 31, 2011	Aug 26, 2013
<b>B</b>		Feb 4, 2008	Feb 4, 2008	May 23, 2014
<b>B</b>		Dec 30, 2014	Dec 30, 2014	Feb 13, 2015
<b>B</b>		Dec 30, 2014	Dec 30, 2014	Jul 6, 2015
<b>B</b>		Dec 30, 2014	Dec 30, 2014	Aug 7, 2015
<b>B</b>		Jan 8, 2015	Jan 8, 2015	Sep 14, 2015
<b>B</b>		Jan 8, 2015	Jan 8, 2015	Sep 23, 2015
<b>B</b>		Feb 2, 2015	Feb 2, 2015	---

## **SCHEDULE "C"**

### **CLOSURE AGREEMENT**

In the event that Trentway-Wagar Inc. lost the contract with the RDM to provide Transit services to the Town of Whitby for whatever reason, the Company will:

- Actively participate to help the bargaining unit Employees to transfer to the new carrier.
- Offer Drivers holding the required operator license the ability to transfer to the Highway Coach Division out of either Toronto or Peterborough or to the Whitby Class D Charter Division as their preference once the Training Dept has reviewed their skill level. Such a transfer would have to adhere to the provisions of the Union contract in place in such division if applicable.
- Drivers not holding the required operator license would have the opportunity to go through the Company's driver training program to upgrade their operator's license to the required level to affect a transfer as detailed above.
- Benefit Plan to be continued for 3 months following closure.
- Severance payments and notice would be as required under the Canada Labour Code.

**SCHEDULE 'D'**

**MAINTENANCE EMPLOYEES BY JOB CLASSIFICATION  
FULL-TIME MAINTENANCE LIST**

	<b>DRIVER</b>	<b>COMPANY HIRE DATE</b>	<b>VACATION ENTITLEMENT DATE</b>	<b>SENIORITY DATE</b>
	<b>MECHANICS</b>			
<b>D</b>		Sep 23, 2002	Sep 23, 2002	Sep 23, 2002
<b>D</b>		Jan 10, 2006	Jan 10, 2006	Jan 10, 2006
<b>D</b>		Oct 17, 2012	Oct 17, 2012	Oct 17, 2012
<b>D</b>		Feb 10, 2015	Feb 10, 2015	Feb 10, 2015
<b>D</b>		Apr 1, 2015	Apr 1, 2015	Apr 1, 2015
	<b>SERVICE PERSON</b>			
<b>D</b>		Nov 15, 1999	Nov 15, 1999	Nov 15, 1999
	<b>FULL-TIME CLEANERS</b>			
<b>D</b>		Oct 20, 2007	Oct 20, 2007	Oct 20, 2007
<b>D</b>		Jun 9, 2014	Jun 9, 2014	Jun 9, 2014
<b>D</b>		Nov 29, 2012	Nov 29, 2012	Sep 22, 2014
<b>D</b>		Jan 23, 2015	Jan 23, 2015	Jan 23, 2015
<b>D</b>		Jan 26, 2015	Jan 26, 2015	Jan 26, 2015
<b>D</b>		May 27, 2015	May 27, 2015	May 27, 2015
	<b>PART-TIME CLEANERS</b>			
<b>D</b>		Nov 29, 2012	Nov 29, 2012	Apr 29, 2014

**TAB 8**



## ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **1296-17-R**

Unifor, Applicant v **PWTransit Canada Ltd.**, Responding Party

**BEFORE:** Kelly Waddingham, Vice-Chair

**DECISION OF THE BOARD:** September 13, 2017

1. This is an application for certification filed under the *Labour Relations Act, 1995, S.O. 1995, c.1, as amended (the "Act")*.

2. The title of proceedings is hereby amended to reflect the **correct name of the responding party: "PWTransit Canada Ltd."**

3. Having regard to the agreement of the parties, the Board further finds that the following constitutes a unit of employees of the responding party appropriate for collective bargaining:

all employees of PWTransit Canada Ltd. employed as drivers working in or out of its Whitby Terminal in the Town of Whitby, save and except supervisors, persons above the rank of supervisor, clerical, dispatcher and maintenance staff.

4. On the taking of the representation vote directed by the Board, more than 50% of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.

5. A certificate will issue to the applicant.

6. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.

7. Meeting and hearing dates set previously are hereby cancelled.

8. The responding party is directed to post copies of this decision **immediately, adjacent to all copies of the "Notice of Vote" posted** previously. These copies must remain posted until the date that had been set for the hearing.

\_\_\_\_\_  
"Kelly Waddingham"  
for the Board



**TAB 9**



## ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **1500-17-R**

Unifor, Applicant v **PWTransit Canada Ltd.**, Responding Party

**BEFORE:** Patrick Kelly, Vice-Chair

**DECISION OF THE BOARD:** October 19, 2017

1. This is an application for certification filed under the *Labour Relations Act, 1995, S.O. 1995, c.1, as amended (the "Act")*.

2. Although the Board received representations concerning an outstanding issue in dispute within the time fixed under Rule 11.3 of the **Board's Rules of Procedure following the taking of the representation vote**, that dispute has now been resolved by the parties.

3. Having regard to the agreement of the parties, the Board further finds that the following constitutes a unit of employees of the responding party appropriate for collective bargaining:

all employees of PWTransit Canada Ltd. working in its Whitby Terminal in the Town of Whitby save and except supervisors, persons above the rank of supervisor, dispatcher and persons covered by a subsisting certification order (Board File 1296-17-R) dated September 13, 2017.

4. On the taking of the representation vote directed by the Board, more than 50% of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.

5. A certificate will issue to the applicant.

6. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the

date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.

7. Hearing dates set previously are hereby cancelled.

8. The responding party is directed to post copies of this decision **immediately, adjacent to all copies of the "Notice of Vote" posted** previously. These copies must remain posted for 30 days from the date of this decision.

---

"Patrick Kelly"  
for the Board

**TAB 10**



**unifor**  
theUnion | le syndicat

# COLLECTIVE AGREEMENT

*Between:*

**PWTransit Canada Ltd.  
Whitby Conventional Transit Operations  
(The Company)**

*- and -*

**Unifor Canada and its local 222  
(The Union)**

**October 22, 2018 – October 21, 2022**



## **MEMBERSHIP INFORMATION**

1. Attend all your Union meetings.
2. Know your contract.
3. Know your Union Representatives and Stewards.
4. Discuss any grievance or complaint with your steward immediately.
5. Follow through on any grievance filed.
6. Maintain sanitary and safe working conditions.
7. Make sure you are informed of Union activities and policies.
8. Speak to new employees and tell them about the gains made by your Union.
9. Set an example for your fellow members.
10. Do not tolerate discrimination against your fellow workers.
11. Make sure the Union office is notified if you change your address.
12. Support the usage of your Employee Assistance Program.

## CONTACT INFORMATION



**unifor**  
theUnion | lesyndicat

1425 Phillip Murray Avenue  
Oshawa, Ontario L1J 8L4  
905-723-1187 | 1-800-465-5458  
Email: [local222@local222.ca](mailto:local222@local222.ca)

*Need A Union?*

**Join Unifor!**

Call Unifor Local222's  
Local Union Organizer  
Joel Smith at 905-723-1187



**unifor**  
Local222



**A.Taylor - G.Morgan  
Unifor Dental Centre**

New Patients Welcome - Open to Everyone

Located inside Unifor Local 222

Reduced fees on all services 6

Dentists & 3 Specialists

Wheelchair Accessible

Not-for-profit



**Support Your Local Unionized Dental Office**

1425 Phillip Murray Ave., Oshawa 905-579-8730



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## **UNION / EMPLOYER JOINT STATEMENT**

The Company and the Union recognize their common interest to put in place conditions favourable to the development and profitability of the Company, which will, amongst other things, improve job opportunities.

The parties jointly accept to use all practical means to ensure the development and profitability of the Company since they recognize the importance of quality and productivity in light of the competition and their ability to maintain market share.

In order to reach these objectives, the Company and the Union share the following values:

- Customer focus;
- Importance of employees as resources;
- Transparency with employees through ongoing communication;
- Commitment to promote the quality of products and services offered by the Company;
- Ongoing quality and innovation;
- Constructive exchanges between the Union and the Company in order to maintain harmonious and respectful labour relations;
- Versatility of employees in an ongoing learning environment;
- Positive human relations

## **ARTICLE 1 - SCOPE OF THIS AGREEMENT**

1.1 The Company agrees to recognize the Union as the sole exclusive Collective Bargaining Agent for all employees of PWTransit Canada Ltd. employed as drivers working in or out of its Whitby Terminal in the Town of Whitby save and except supervisors, persons above the rank of supervisor, clerical, dispatcher and maintenance staff.

In the event a new classification is established during the life of this agreement, the Company and the Union shall meet to discuss the appropriate wage rate.

## **ARTICLE 2 - UNION SECURITY**

2.1 The Employer shall deduct Union dues and other amounts chargeable by the Union from the wages of all Employees, and this amount shall be forwarded by the Employer to the Union no later than the 15th day of the month following such deductions.

The Employer will furnish the Union on a monthly basis a complete dues listing including:

- The names of all active and inactive employees.
- The amount of dues deducted from each employee.
- The relevant rate of pay.

- The number of hours upon which union dues were calculated.
  - The reason should there be no deductions (i.e. WSIB, Layoff, etc.).
- 22 The Employer will, in writing, be advised from time to time of the weekly dues amount by the Union. In case of modification in the amount, the Employer will be informed, in writing, at least thirty (30) days in advance of the date set for the first deduction of the new amount.
- 23 Should the Union dues deductions be made at the time an Employee is on vacation, the Employer will ensure that such deductions are made to the Employees vacation pay.
- 24 The annual amount of Union dues paid will be inserted on the Employee's T-4 slip.
- 25 The Employer cannot be held responsible for other than the actual contributions deducted on the Union's behalf and the Union agrees to indemnify and save the Employer harmless for any claims an Employee or any governmental or other entity or organization may make concerning the amounts deducted from the Employee's earnings in accordance with this Collective Agreement. The Union will refund directly to the Employee any monies improperly deducted as Union dues.

- 26 The provisions of this Agreement shall be binding upon any successor or merged Company as per the Ontario Labour Relations Act, 1995.

## **ARTICLE 3 - NO STRIKE OR LOCKOUT**

- 3.1 The Company and the Union agree that there will be no strike or lockout as defined in the Ontario Labour Relations Act during the term of the Agreement.

## **ARTICLE 4 - PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS**

- 4.1 The company will advise the chairperson, president of the local union and representative of the Unifor national union, as soon as the company becomes aware of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.
- 4.2 The union and the company will meet as soon as is reasonably possible to discuss the contemplated shutdown, with a view to providing a solution to the problem or jobs for employees involved.



## **ARTICLE 5 - NO DISCRIMINATION**

- 5.1 The Company and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any employee by the Company, the Union or any employee because of reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability in accordance with the Ontario Human Rights Code.
- 5.2 The Company agrees that there shall be no discrimination, interference, restraint, coercion or intimidation exercised or practiced by the Company or by any Representatives of the Company with respect to any Member because of membership in, or affiliation with the Union, or in the performance of any Union work to which the Member was duly elected to or appointed to by the Union and/or the Union Executive.
- 5.3 The Company and the Union are committed to establishing and maintaining a working environment which demonstrates mutual respect for one another as employees and/or individuals and is thereby free from harassment.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.1 The Union acknowledges and agrees that the Company has the exclusive right to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time rules, regulations, policies, procedures and conditions of employment affecting/governing bargaining unit members.
- 6.2 Bargaining unit members shall be subject to, and governed by, all Company Policies, Procedures and instructions which may be verbally conveyed, posted, issued, and as may be amended by the Company from time to time provided that such Company Policies, Procedures and instructions are not contrary to law or the terms and conditions of this agreement.
- 6.3 The Company agrees to provide the Union with copies of all rules, regulations, policies, procedures and conditions of employment that must be observed, and/or adhered to by all bargaining unit members. When the Company determines that changes are required to any Company rules, regulations, policies, procedures and or conditions of employment applicable to bargaining unit members including pay schedules and pay reimbursement, notice of the changes to be implemented will be provided in writing to the Unit Chair and subsequently posted at the workplace. Copies of the notice and changes to

be implemented will be provided to each affected bargaining unit employee.

64 The Company shall always have the exclusive right to hire, promote, discipline demote or discharge bargaining unit Members for just and proper cause.

65 In order to maintain service reliability and consistency of operations, non-bargaining unit personnel, will on occasion, be assigned to perform driving duties whenever that work is required in order to support Company operations or to prevent undue delay to customers. When non-bargaining unit personnel are performing revenue service driving duties, the Company agrees to assign a bargaining unit member as soon as reasonable practicable.

## **ARTICLE 7 - CATEGORIES OF EMPLOYMENT**

### 71 Category A Full Time

Full time employee shall mean a person employed in a permanent full-time position who bids on a full time crew and who has satisfactorily completed the probationary period of employment.

### 72 Category B Part Time

Part-time driver shall mean a person who makes themselves available in accordance with spare board rules.

73 Category C Retirement Transition

Retirement Transition employees work a reduced work week and are in the Retirement Transition program.

## **ARTICLE 8 - EMPLOYEE'S DAY TO DAY RESPONSIBILITIES**

Employees Must:

- 81 Perform their duties in a safe manner at all times within any applicable laws and statues of the Ontario Highway Traffic Act and the National Safety Code.
- 82 Have, on their person, a valid Ontario Class B-Z and/or C-Z driver's license when operating a Company assigned vehicle.
- 83 Notify the Company immediately of any criminal charges and any motor vehicle violations that would affect the validity of and/ or their holding of a "B-Z and/or C-Z" License.
- 84 Keep the Company informed of their current home address, personal email and telephone contact number(s). Any employee on layoff shall also keep the office of the Company informed of their whereabouts so that they may be readily located for any work related reason such as recall.

- 85 In the event that an employee loses their B-Z and/or C-Z license and/or has their driver's license suspended, the union and the company agree to meet to discuss the matter.
- 86 When the Company requests a driver's abstract from an employee the Company agrees to reimburse the employee for the full amount paid by the employee.

## **ARTICLE 9 - DATA TO BE SUPPLIED TO THE UNION**

- 9.1 The Employer will supply the local union with the following information on a quarterly basis:
- i. Employees who are in the bargaining unit regardless of whether or not they paid dues.
  - ii. List of employees in order of seniority, including their hourly rate and classification.
  - iii. Layoffs and recalls.
  - iv. Names, mailing addresses and postal codes, Phone number, Social Insurance Number, Email address (if available), of all employees.
  - v. A current list of managers and supervisors to be posted in the facility including contact information.

## **ARTICLE 10 - REPRESENTATION**

- 10.1 The Company recognizes a Transit Bargaining Unit Committee consisting of not more than three (3) bargaining unit members employed by the Company and selected by the Union. The Committee make up will be the Chairperson or their designate plus two (2) representatives or their alternates who may be appointed or elected.
- 10.2 The Union shall notify the Company of the names of the bargaining committee members and identify which member has been selected to serve as the Unit Chair, which the Company shall be required to recognize.
- 10.3 During the formal contract negotiations with the Company, the Union may be assisted by a National Representative and President of the Local Union.
- 10.4 A representative of the Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement at any time during normal business hours, after notifying and receiving approval from management. Such approval shall not be unreasonably withheld. The representative shall not interfere with the performance of duties by members in the bargaining unit.

## **ARTICLE 11 - UNION LEAVES**

- 11.1 Subject to operational requirements, a leave of absence without pay for the purposes of attending Union related education and/or union business will be granted to one (1) member of the bargaining unit at a time. Additional requests will be considered by the Employer and shall not be unreasonably denied. The written notice requesting such leave must be received by the Company two weeks before the start of the leave.
- 11.2 The Company agrees that for approved union leaves, the employer shall continue to pay employees and bill Local 222 for the total cost.
- 11.3 The Company will grant an unpaid leave of absence to an employee to serve in a full-time position with UNIFOR or any Provincial or National body with which the Union is affiliated. The employee's seniority and service will accrue for the length of the leave. When the leave is over, the employee will be reinstated to their former job at the current rate of pay, provided they are able to do the job. At the employee's election, the employee can continue to contribute to the RRSP plan. The Company will not make contributions to the RRSP plan while the employee is on the approved union leave.
- 11.4 During the negotiations for the renewal of this collective agreement, the company will allow

leaves from work as requested by the local/  
national union.

## **ARTICLE 12 - PROBATIONARY PERIOD**

12.1 All newly hired Full-Time Employees shall be required to serve a probationary employment period of three (3) month's service from the date of hire. In the case of a newly hired part time employee, the probationary period shall not be considered to be completed until the employee has accrued a total of 520 hours of work.

## **ARTICLE 13 – SENIORITY**

- 13.1 a) Seniority is equal to the length of continuous service accumulated from the date of hiring.
- b) Seniority for all employees is determined from their date of hiring.
- c) When more than one employee is hired on the same day, those employee's seniority shall be determined by random draw and placed on the seniority list. The one having the lower employee number shall be deemed to have the higher seniority.
- d) Notwithstanding the above, Students will not acquire seniority.
- 13.2 Any employee hired on or before January 1, 2017 and who was employed by Coach Canada, shall



retain their seniority accumulated with the former employer. This seniority shall be added to the seniority accumulated since their hiring date.

- 13.3 The seniority list and classifications as of date of ratification is established in schedule "A"
- 13.4 In all cases of bidding for runs, vacation, layoff, recall, a senior employee shall be entitled to preference based on their seniority.
- 13.5 The Company agrees to post seniority lists prior to each bid sign up. The seniority list shall contain the first and last names of all the bargaining unit members, their classification and be listed in order of seniority.
- 13.6 Protests in regard to seniority status of any employee must be submitted in writing within seven (7) calendar days of posting of the seniority list. Errors shall be corrected and such agreed upon seniority shall thereafter be final.
- 13.7 Part-time employees shall not be used when qualified full-time employees are on layoff and have declared in writing that they are available for part-time work.

## **ARTICLE 14 - MOVEMENT WITHIN FULL TIME AND PART TIME SCHEDULES**

- 14.1 Transfer between Driver Categories shall only be permissible when driver position vacancies occur or where expansion to service results in an increased number of positions within that category.
- 14.2 If a Part-time Employee wishes to become a Full-time Employee, and the Company requires a Full-time Employee, they would establish seniority at the bottom of the Full-time Seniority list.
- a) Part time employees transferring to a Full Time position will become eligible for all Full Time benefits as identified in the CBA.

## **ARTICLE 15 - LOSS OF SENIORITY OR EMPLOYMENT**

- 15.1 Seniority rights shall cease and an Employee's employment shall be terminated for any of the following reasons:
- i. Promotion beyond the scope of this Agreement;
  - ii. Discharge for just cause;
  - iii. Failure to return to work after recall from lay-off;
  - iv. Voluntary Resignation;

- v. Abandoning their work;
- vi. Permanent Lay-off;

- 15.2 If an Employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the Employee shall be subject to discipline up to and including discharge, unless the Employee has a satisfactory reason acceptable to the Company for such absence.
- 15.3 A part time/spare board driver who has refused a call for work three (3) times in a row without obtaining the prior approval of management shall be deemed to have left the service of the company and shall be removed from the Category B seniority list.
- 15.4 If laid off, an Employee will be retained on the seniority list for a period of thirty-six (36) months.

## **ARTICLE 16 - LAY-OFF AND RECALL**

- 16.1 If one or more Full-time Employees in a job classification are affected by a decision of the Company to discontinue one or more bus runs, the Full-time Employee(s) with the least seniority will assume the number one position on the Part-time seniority list. If subsequent to this, a Full-time opening becomes available, the Employee (if available) who assumed the number one position

on the Part-time seniority list will automatically be recalled to the Full time seniority list. Such Employee(s) will maintain their previously established full-time seniority date.

- 16.2 Employees who have been laid off in accordance with the above provision will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available. When recalling laid off employees, they shall be notified by registered mail directed to the last known address and such employee(s) will be allowed seven (7) days to respond to the Company. The employee must be available for duty within seven (7) days of their response.
- 16.3 The Company will provide the Chairperson of the Union Committee with a list of Employees to be laid off or recalled if possible, 30 days prior or as soon as the Company becomes aware of such decision, also any cancellation of such notices.
- 16.4 The Unit Chair will be retained in the employ of the company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform.
- 16.5 Full-time Employees by seniority will have the option to take a voluntary layoff with a recall date. An employee has a right to that recall date. An employee wishing to be carried on a "Laid Off

and Available List” must inform the Company in writing at the commencement of their layoff.

- 16.6 Employees on voluntary layoff will not sign on vacation and vacant crew reliefs during this period of layoff.
- 16.7 Laid off Employees shall remain on the Company’s group benefit program as defined in Article 34 for a period of three months from the date of lay off.
- 16.8 The Company shall give a laid-off full time employee the possibility of working all available hours before using a part time employee. It is understood every reasonable effort will be made to maximize the reduced employee to as close to 40 hours as possible.

## **ARTICLE 17 - NEW JOB POSTING**

- 17.1 In the event a new Full-time position(s), permanent or temporary, is created within the Bargaining Unit, the Company will post such new posting(s) for a period of five (5) working days in order to allow Bargaining Unit Employees to apply.
- a. The qualified Full- time employee from the Bargaining Unit with the most seniority that applies will be awarded the position.

- b. In the event no Full-time Employee applies for the new job posting, the most Senior Part-time applicant would be awarded the posting.
- c. In the event no Part-time Employee applies for the new job posting, the Jr. Part-time Employee from Schedule B would be required to fill the position until the next bid opportunity.

## **ARTICLE 18 - MINIMUM PAY FOR CALL IN**

18.1 When a driver reports to the operation centre for work after being called in and no work is made available, they will be paid a minimum of three (3) hours pay at their existing straight time rate.

## **ARTICLE 19 - SHIFT TRADES**

19.1 Employees will be allowed to perform trading or switching of shifts with management approval. Overtime shall not be paid as a result of a shift trade or switching shifts.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.1 All legislated leaves of absence provisions prescribed by the Province of Ontario's Employment Standards Act shall be observed.
- 20.2 Employees may be granted a leave of absence without pay and without loss of seniority, for

personal reasons, provided it does not interfere with the ongoing operations of the Company, upon written application to the Company, at least one week prior to the proposed commencement of the leave and subject to written approval from the Company.

- 20.3 Insured benefits shall only be continued for all non-legislated leaves of absence of less than three (3) months. Extension of insured benefit coverage is available to employees on a leave of absence in excess of three months provided one hundred percent (100%) of the total required contribution is paid monthly by the employee in advance of the beginning of every month.
- 20.4 Any employee on leave of absence who does not return and report for work on the day following completion of their leave of absence shall have their name removed from ALL seniority lists. Exceptions to this ruling will only be considered when the employee can provide verifiable proof that they were delayed from returning on the appointed date due to justifiable circumstances and they have notified the Company of the subject circumstances by mail, email or telephone prior to their original return date.
- 20.5 a) Any leave or extension thereof obtained under false pretenses shall be subject to disciplinary

action up to and including termination of employment.

- b) A leave of absence to work for another employer will not be approved.

## **ARTICLE 21 - MATERNITY LEAVE**

21.1 The Company agrees to comply with the requirements of the Employment Standards Act (ESA 2000) for leaves.

21.2 An employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

The employee must give the employer: At least two weeks written notice of the date the leaves is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.

The pregnancy leave of an employee who is entitled to take parental leave ends 17 weeks after the pregnancy leave began.

The employee must give the employer at least four weeks' written notice of that return.



## **ARTICLE 22 - PARENTAL / ADOPTION LEAVE**

- 22.1 The Company agrees to comply with the requirements of the Employment Standards Act (ESA 2000) for leaves.
- 22.2 Parental Leave may begin no more than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 22.3 The Parental Leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 22.4 The employee must give the employer at least two weeks written notice of the date the parental leave is to begin.
- 22.5 Employees who take pregnancy leave are entitled to take up to 61 weeks of parental leave. All other new parents are entitled to take up to 63 weeks of parental leave. An employee may end parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day they wish to end the leave.

## **ARTICLE 23 - BENEFITS DURING PREGNANCY AND PARENTAL LEAVE/ ADOPTION LEAVE**

23.1 During pregnancy leave or parental/adoption leave, the employee shall be entitled to the company benefit plan unless they elect in writing not to do so. It is understood that the employee paid portion will be paid by the employee in advance of the beginning of every month. Credits continue to accrue towards seniority, service and length of employment for an employee on pregnancy or parental/adoption leave.

Vacation credits continue to accumulate during the leave of absence, and provided the employee returns to work following the leave they will be entitled to the earned vacation time off with pay.

## **ARTICLE 24 - PUBLIC OFFICE**

24.1 The Company will grant an unpaid leave of absence to an employee to hold public office. The employee's seniority and service will be frozen for the length of the leave. When the leave is over, the employee will be reinstated to their former job at the current rate of pay, provided they are able to do the job. At the employee's election, the employee can continue to contribute to the RRSP plan. The Company will not make contributions to the RRSP plan while the employee is on the approved leave.

## **ARTICLE 25 - BEREAVEMENT**

- 25.1 a) When death occurs in an employee's immediate family, as defined below, the employee on request, will be excused with pay at the regular wage rate for three normally scheduled working days of his/her choice at the time of death or the funeral. If the deceased family member resides outside Ontario, the employee will be entitled to two (2) additional paid days.
- b) The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister and Grandchild where the employee is the legal guardian responsible for the care and control of the grandchild.

## **ARTICLE 26 - WOMEN'S ADVOCATE**

- 26.1 The parties recognize that female employees may sometimes need to discuss with other women matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

26.2 The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

26.3 The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

## **ARTICLE 27 - DOMESTIC VIOLENCE LEAVE**

27.1 The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. Doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by legislated leave or any other insurable benefits will be granted as absent with permission.

## **ARTICLE 28 - EMERGENCY LEAVE OF ABSENCES**

28.1 All employees will be entitled to ten (10) ELA (Emergency Leave of Absence) days with two (2) of those days paid by the company.

## **ARTICLE 29 - PAY DAY**

29.1 Pay day shall be bi-weekly on Friday.

29.2 Any pay shortages less than one hundred dollars (\$100.00) will be adjusted in the next pay period. Any pay shortages of one hundred dollars

(\$100.00) or more will be paid within two (2) business days.

## **ARTICLE 30 - REGULAR WORK DAY**

- 30.1 The parties to this agreement recognize that the available hours of work will vary with the schedules of service and the requirements of the Regional Municipality of Durham (RMD). Accordingly, the parties agree that the sections of this article that follows shall not be construed as a guarantee of hours of work per day, per week or days of work per week.
- 30.2 The regular work day for all Regular Full Time Transit Drivers shall consist of approximately eight (8) to ten (10) hours per day which may be a single piece of work or a split shift.
- 30.3 The employer will endeavor to maximize shifts to forty (40) hours per week with a minimum of (38) hours per week. Any hours worked in excess of (42.5) hours shall be paid at the overtime rate of 1.5 times the regular hourly rate. At the sole discretion of the company full time shifts may be constructed as:
- Four, approximately 10 hour straight, split or combination of straight and split shifts without any daily overtime penalties, providing 3 consecutive days off. The Company will attempt to minimize scheduling four split

shifts. Also, in the interest of maintaining an equitable sharing of available work opportunities, a short (less than 10 hours) straight or split shift may be included as part of a 4 days on 3 days off schedule.

- Five, approximately 8 hour straight and or split shifts or combination of split and straight shifts without any daily overtime penalties and with 2 consecutive days off. Also, in the interest of sharing available work opportunities, an approximately 10hr straight or split shift may be included as part of a 5 days on 2 days off schedule.

Spare board work:

30.4 All Spare board work will be as per the Spare board Rules.

Shift Construction:

30.5 The start and finish times of all straight shifts and each part of a split shift posted for bid shall when specifically assigned and directed to do so encompass all duties/work required of the driver before, during and after completing their straight shift or each portion of a split shift Assigned duties/work may include:

- Pre-trip vehicle inspections. (10min allowance)

- Deadheading into and out of service as the driver or as a passenger in a bus or company supplied service vehicle. (time varies with starting location)
- Time allowance for vehicle fueling. (as designated) (10 min)
- Prep out time allowance (as designated) 5 min.

## **ARTICLE 31 - BIDDING ON RUNS**

Full time employees

- 31.1 All full time bid work / run blocks will be posted for sign-up at a frequency determined by the Company.
- 31.2 Crew guides will be provided to the Union as soon as reasonably possible to accommodate constructive input unless the Company is unable to do so for competitive reasons.
- 31.3 Eight (8) Hours will be allotted to one person designated by the union to review crew guides.
- 31.4 All available run blocks shall be posted a minimum of seven (7) calendar days prior to bid sign up. Bid sign up shall be scheduled to commence a minimum of 5 days prior to the commencement of the new schedules. In the event that a full time employee is not available to bid for their choice



of work when the bid process is scheduled to commence, that employee may by written proxy bid their choice of work.

By Bargaining Unit Seniority, each Full-time Driver will choose their crews. If and when the Company cannot fall back on the Crews of the preceding shift sign up, then that Driver failing to bid on sign-up for a Crew will be assigned similar work to the previous board period.

- 31.5 To be consistent with Durham's Bidding process, The Company would complete a re-bid if for some reason Durham changed their bidding period from the current board period.
- 31.6 All temporary vacant Crews (Work Weeks) will be posted on a Monday. The duration of said crews will not exceed 2 weeks. There will be a maximum of two (2) moves for Full-Time Drivers. The posting will be awarded Tuesday at noon for the first move; and Wednesday at noon for the second move. Late postings will be posted and bid as per current practice.
- 31.7 Any Driver must be available for the complete duration of any shift changes.
- 31.8 Full-time Drivers who have worked less than 40 hours per week (for reasons not associated with Vacation, Leave of Absence or sick time) may follow the weekly spare board bid process by

seniority and may select work provided such work does not put the Driver into an overtime situation.

- 31.9 All Spare board work will be as per the Company's Spare board Rules.

## **ARTICLE 32 - OVERTIME**

- 32.1 For the purposes of this Agreement the parties agree The Company may schedule work in excess of eight (8) hours or ten (10) hours per day provided that overtime at the rate of one and one-half (1½) times the regular rate shall only be paid after forty two and a half (42.5) hours worked in a week.

## **ARTICLE 33 – UNIFORMS**

- 33.1 All new hire employees will receive:
- 6 shirts (employee chooses type)
  - 2 ties
  - 1 parka
  - 4 pairs of pants or shorts
  - Sweater
- 33.2 On January 1st, 2019 and every subsequent two (2) years, all Full time employees will receive an allowance towards additional uniform items of up to \$600.00.

- 33.3 All part time employees will receive an allowance towards additional uniform items on an hourly pro-rated basis as follows:
- Less than 1,040 hours/2 years \$150.00
  - More than 1,040 hours but less than 2,080 hours/2 years \$300.00
  - More than 2,080 hours/2 years, but less than 3,120 hours/2 years \$450.00
  - More than 3,120 hours/2 years \$600.00
- 33.4 Employees must return their parkas, when their employment terminates. If an employee does not return their parka, the full value of the parka will be deducted from their last pay cheque.

## **ARTICLE 34 – HEALTH, WELFARE & RRSP BENEFITS**

- 34.1 Group Health and Welfare Benefits as referenced in this Article is a commercially available Insurance product that is marketed through and administered by a third Party Insurance Carrier. The total cost, terms, administration conditions, specific types and dollar limitation amounts of the various coverages specified within the Carriers plan are regulated and governed by the Carrier.

- 34.2 Entitlement to enroll in the above described Group Insurance program is restricted to all non-probationary Full Time employees.
- 34.3 The total cost of the Group Health and Welfare Benefits Plan shall be borne seventy percent (70%) by the Company and thirty percent (30%) by the Employee.
- 34.4 Benefits continuation During Temporary Layoff and/or during legislated Leaves of Absence
- a) Bargaining unit employees who are entitled to Health and Welfare Benefits (ref article 32.4 above) have the options to formally in writing either continue or cancel their Benefits coverage during a period of layoff or leave of absence as may be prescribed by part (XIV) of the Ontario Employment Standards Act. Employees that elect in writing to continue their Benefits coverage during a period of temporary layoff or legislated leave of absence must pay the full cost of the employee's portion of the premiums to the Employer. The employee's premium portion must be tendered prior to the first day of the following month after the leave of absence and or layoff has commenced. Failure to continue providing payments as stipulated thereafter shall result in termination of the employee's Group Health and Welfare Benefits coverage.

- b) An employee electing to continue their benefits coverage may furnish the Company with postdated cheques covering the anticipated period of lay off or the requested period of legislated leave.

#### 34.5 Registered Retirement Savings Plan (RRSP)

Conditions for enrollment in the Royal Bank of Canada RRSP plan are as follows:

- The Company will make contributions to the employee's RRSP of two percent (2%) of the employee's yearly earnings, two and a half (2.5%) percent on (October 22, 2019) and three (3%) percent on (October 22, 2021) up to a maximum of \$60,000 annual gross earnings.

The RRSP shall be "Self-Directed" by the employee. The Company's contributions will commence only when the employee has notified the company that they have initiated a RRSP.

- 34.6 The Company will reimburse the employee for eye exams or prescription eye glasses/lenses up to a maximum of \$400.00 every two (2) years upon submission of supporting documentation.

## **ARTICLE 35 - HEALTH AND SAFETY**

- 35.1 The company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The company shall comply with all applicable health safety and environment legislation and regulations in effect on the effective date of this agreement, as minimum standards to be improved upon by agreement of the Joint Health, Safety and Environment Committee.
- 35.2 Without limiting the generality of the foregoing, the committee shall:
- Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
  - Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
  - Consider recommendations from the workforce with respect to health, safety and

environmental matters and recommend implementation where warranted.

- Hold meetings at least once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.
- Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative.
- Have access to and promptly receive copies of all reports, records and documents in the company's possession or obtainable by the company pertaining to Health, Safety and Environment.
- Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- The union Health and Safety Committee shall meet without company representatives for one hour prior to the committee meeting, if required.

## **ARTICLE 36 - RIGHT TO REFUSE HAZARDOUS WORK**

36.1 The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.

## **ARTICLE 37 - INJURY ON THE JOB**

37.1 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of compensable injury shall be paid their regular earnings for the balance of the shift on which the injury occurs.

37.2 If an ambulance is called to take an Employee to the hospital from the workplace, the Employer agrees to pay the cost.

37.3 If an employee is ill or injured while at work, transportation will be provided and/or offered by the Company.

## **ARTICLE 38 - MAINTENANCE OF EQUIPMENT**

38.1 Drivers must not operate vehicles that are not in a safe operating condition. In the event that the driver is uncertain as to the safe operating



condition of a vehicle due to a driver detected vehicle defect, the maintenance department must be consulted. If a qualified Company Technician declares that the defect does not compromise the safe operation of the vehicle, the Driver will be permitted to continue operating the vehicle. The name of the Technician making a safe to operate declaration must be recorded on the appropriate form(s).

- 38.2 It shall be the drivers duty and responsibility in keeping with the Ontario Highway Traffic Act regulation 199/07 to promptly report in writing on the appropriate forms (not later than the end of their shifts, trips or tour) all safety and/or mechanical defects on the equipment, which they have been operating. The form describing the defect must be turned in at the operations center.
- 38.3 The Company will direct vehicle repairs as necessary to conform to the safe and efficient operation of that equipment. In the event that repairs cannot be made immediately and a Qualified Technician deems the equipment unsafe, the vehicle shall be locked out of service until it is repaired.

## **ARTICLE 39 - WORKPLACE HARASSMENT**

39.1 The Company and Unifor are committed to providing a workplace free of harassment, bullying and violence. The Company's Violence and Workplace Harassment Policy applies to all employees.

Harassment is defined as a comment or course of conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as: sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, conviction for which a pardon has been granted, age, social and economic class, activism and participation in the union, or language and any other prohibited ground, as stated in the provincial/federal Human Rights Code by any person, in particular, by management, customer, client and/or co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

All employees are expected to treat others with courtesy and consideration and to discourage harassment. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or ought reasonably to know, are not desired by the victim of the harassment.

Harassment may take many forms: verbal, physical or psychological. The following examples constitute harassment, but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, 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, etc.;
- 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 for participation in an investigation.

Bullying and personal harassment – Bullying and personal harassment are defined as deliberate actions, mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate,

undermine, or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that her/his actions are unwelcome or unwanted. It can also be an aspect of group behaviour. The policy includes any employee in any type of relationship, for example domestic, intimate, common law partnerships.

Some examples of bullying and personal harassment include using any form of media in verbal communication and/or in psychological manipulation but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing; or
- Spreading rumour and innuendo;
- Unfair blame for mistakes;
- Deliberate exclusion;
- Practical jokes;
- Belittling or disregarding opinions or suggestions; or
- Public criticism.

If an employee believes they have been harassed and/or discriminated against there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwarranted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Seek assistance from any union representative;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to management.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their workgroup, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to the Union. If the employee believes their safety is in jeopardy they can exercise the right to refuse unsafe work.

If a bargaining unit employee is involved in a harassment investigation, they shall have a Union Representative present.

Nothing contained herein shall limit the Company from speaking to and/or managing an employee's job performance.

## **ARTICLE 40 - ADMINISTRATION OF DISCIPLINE**

- 40.1 When an Employee is called to an interview and the nature of the meeting could lead to discipline or discharge, a committee person will be present. Prior to the interview the employee will be given notice of the nature of the interview. The committee person will have the opportunity to meet with the employee at the conclusion of the meeting. In the event the employer disciplines or discharges an employee it will be put in writing and a copy will be provided to the employee and Union. In the Event the Company determines disciplinary action may be warranted, it shall be carried out within seven (7) calendar days of the Company becoming aware of the matter. In the case of an accident investigation, these timelines may be extended to seven (7) calendar days from the completion of the investigation.
- 40.2 Notwithstanding the above clause, in cases where an incident can be reasonably characterized as criminal and/or grossly negligent, the above time limits shall not apply.
- 40.3 Letters of reprimand or discipline more than 18 months old from the date of an incident shall be removed from an Employee's personnel file providing a repeat of the same or similar incident

has not occurred with 18 months from the date of the first incident.

## **ARTICLE 41 - ACCESS TO PERSONNEL FILE**

41.1 Employees will be permitted to access and review their personnel file including any medical file maintained by the Employer in respect of that Employee.

## **ARTICLE 42 – GRIEVANCE PROCEDURE**

42.1 The purpose of this Article is to establish a procedure for the settlement of grievances.

42.2 Any disagreement between the Employer and the Union concerning the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance, including the applicable articles of the CBA and the specific redress requested. All such grievances shall be signed by the Grievor.

The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

It is the mutual desire of the parties hereto that concerns raised by Employees shall be adjusted as quickly as possible. It is understood that an Employee has no grievance until they have first given their supervisor an opportunity to address their concern. The procedure for adjustment of grievances shall be as follows:

### **FIRST STEP**

- a) In the case of a grievance other than a grievance dealing with suspension or discharge, the Union will present this grievance in writing to the Service Delivery Manager or designate within seven (7) working days from the time the Employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance.
- b) Within seven (7) working days of the filing of such a grievance in writing, a written decision from the Service Delivery Manager must be communicated to the Union Representative.

### **SECOND STEP**

- a) In the event that a written grievance is not satisfactorily resolved at the first step it may be presented to the Operations Manager or their designate within ten (10) working days of the date the decision ought to have been given at Step 1.



b) A meeting shall be scheduled within seven (7) working days (or another mutually agreed upon date) to discuss the grievance. The Employee and the Union (which may include a National Representative where the Union so requests) and the Operations Manager and/or their designate may participate. Within five (5) working days of the presentation of the grievance at Step 2 a written decision must be rendered by the Operations Manager.

42.4 Either the Employer or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Union and the Employer. Such grievances shall commence at Step 2 of the grievance procedure.

42.5 An Employee who is suspended or discharged may file a grievance at Step 2 of the grievance procedure provided the grievance is filed within three (3) days after the suspension or discharge is issued.

42.6 All written settlements of grievances shall be final and binding on the Employer, the Union and the Employee(s) concerned.

42.7 The Union has carriage of the grievance and shall be present at all steps of the grievance procedure.

- 42.8 The Company agrees that all time spent by the Union Representative attending meetings at Step 1 and Step 2 of the grievance procedure shall be paid at straight time rates of pay and shall not compound into overtime rates of pay.
- 42.9 If the Company and the Union request the presence of the grievor at a grievance meeting, the Company agrees to pay any/all lost wages to the grievor.
- 42.10 Any grievance not settled after exhausting the grievance procedure may be submitted to Arbitration by either the Union or the Company giving written notice addressed to the other party within ten (10) working days of the date of the decision at Step 2 of the grievance procedure. If the Company and the Union are unable to agree on the appointment of an arbitrator, either of the parties may then request that the Minister of Labour appoint an arbitrator.
- 42.11 The arbitrator shall not have the right to alter or change any provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms of this Collective Agreement.
- 42.12 Each of the parties will equally bear the fees and expenses of the arbitrator.
- 42.13 The time frames referred to in Article 42 may be extended by mutual agreement in writing between the Parties.

42.14 In the event a grievance is settled and a payment is required, the Company shall issue the pay on the next applicable payperiod.

## **ARTICLE 43 - VACATION PAY AND PUBLIC HOLIDAY PAY**

43.1 All Full-time Employees on the payroll shall receive vacation with pay each year in accordance with their service as set out for Drivers in Appendix "B".

Upon request to your Supervisor vacation pay will be paid out on a separate cheque.

43.2 All Full-time Employees on the payroll shall receive vacation with pay each year, according to seniority, on the following basis:

<b>Service</b>	<b>Weeks</b>	<b>Pay</b>
Less than 5 full years of service	2	4% of the previous calendar year's gross earning
After completion of 5 full years of service	3	6% of the previous calendar year's gross earning
After completion of 10 full years of service	4	8% of the previous calendar year's gross earning
After completion of 17 full years of service	5	10% of the previous calendar year's grossearning

43.3 Bidding of vacations shall adhere to the following schedule:

- a) Regular Full Time employees following completion of one (1) year of service shall be entitled to bid in order of seniority for any available and posted annual vacation dates.

Bidding of vacations shall adhere to the following schedule:

- i. The annual vacation period shall be January 1 to December 31. Full-Time Employees must bid for a minimum 2 weeks of their entitled vacation weeks between the dates of November 1st and December 15th of the previous year and will be awarded based on seniority. The final vacation list shall be posted by December 16th.
- ii. It is recognized that a weeks' vacation encompasses seven (7) consecutive days in a calendar week (Sunday-Saturday) irrespective of which shift type/combinations of shift types an employee may work.
- iii. Vacation periods within Prime Time (May 1st – September 30th) shall be awarded by seniority through the vacation bid process to a maximum of 2 weeks per Full-time Employee. Once the vacation picks have been approved and posted, employees can request additional weeks/days during prime time. Requests will be approved on a first come first serve basis.

- iv. Single vacation days or leaves will be awarded provided these do not interfere with a vacation week, regardless of seniority.
- v. A maximum of 4 Full-Time Employees shall be awarded vacation on a weekly basis during vacation bid process. All other requests may be approved based on operational requirements on a first come first serve basis.

43.4 For the purpose of this agreement, the followings days are paid holidays:

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

And any national or provincial holiday declared by the Federal Government or the Government of Ontario.

Employees who work on a paid holiday shall be paid 1 ½ (one and one half) times their regular rate of pay for all hours worked as well as the appropriate holiday.

43.5 When any of the observed statutory holidays falls on a Saturday or Sunday, the designated day by the Region shall be the day observed and the Employees shall be paid the statutory holiday pay in accordance with the Employment Standards Act.

- 43.6 Any of the statutory holidays as listed, falling within an Employee's annual vacation shall be paid in addition to the Employee's annual vacation pay or an employee may choose to take an additional paid day with mutual agreement of the Company.
- 43.7 All Full time Employees shall be paid a minimum of eight (8) hours pay at their appropriate hourly rate for the above mentioned holidays in accordance with the qualifications of the Employment Standards Act. Company recognized Union Representatives who fail to meet the qualifying standards as set out in the Employment Standards Act, due to being on a Union Leave of Absence to conduct Union Business, will not be disadvantaged or discriminated against for statutory pay entitlement.
- 43.8 All Part time employees shall be paid as per the Employment Standards Act.

## **ARTICLE 44 – MEDICALS, MEDICAL LEAVES & CONFIDENTIALITY OF MEDICAL INFORMATION**

- 44.1 If an Employee takes a medical leave prior to the scheduled start of their vacation, the Employee may cancel their vacation and take the medical leave instead, provided the appropriate parties are advised in advance. If the medical leave occurs during an Employee's vacation, vacation will apply. As noted above, Employees on an unpaid leave

of absence, including sick leave, continue to be entitled to vacation days, however, vacation pay will be limited to amounts accrued based on earnings.

- 44.2 Personal medical information shall be treated in strict confidence and shall only be provided to the Operations Manager as required.

## **ARTICLE 45 – DATES OF OBSERVANCE**

- 45.1 Each year on December 6th at 11:00 a.m., one (1) minute of silence will be observed in memory of women killed in the Montreal massacre.
- 45.2 Each year on April 28 at 11:00 a.m. one (1) minute of silence will be observed in memory of workers killed or injured on the job.
- 45.3 Each year on November 11th at 11 a.m., one (1) minute of silence will be observed in recognition of Remembrance Day.

## **ARTICLE 46 - BULLETIN BOARDS**

- 46.1 The Company shall supply a bulletin board for the Union's use, to be located in a conspicuous place that is mutually satisfactory, for the posting of Union information by Union officials. All notices will be authorized by the Chairperson of the Union Committee.

## **ARTICLE 47 - UNION FACILITIES**

47.1 The Employer agrees to provide the Union with a suitable space for conducting confidential discussions with employees. Further, the Employer agrees to provide a locking filing cabinet for exclusive use by the Union committee.

## **ARTICLE 48 - RADIO/BUS CONDITION**

48.1 Buses shall be kept well maintained, in seasonably suitable working order. In addition, all buses will be equipped with radios and security codes.

## **ARTICLE 49 - JOB ADAPTATION**

49.1 The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

## **ARTICLE 50 - MTO MEDICALS**

50.1 Employees shall be reimbursed up to a maximum of \$100 per year for license renewals required as per the MTO by providing receipt of payment to The Company.



## ARTICLE 51 - WAGE RATES

Attached as Appendix "A"

## ARTICLE 52 - TERM OF THE AGREEMENT

51.1 This Collective Agreement shall commence on October 22, 2018 and shall remain in force and effect for the period of four (4) years until October 23, 2022 and shall continue from year to year thereafter provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice to the other party to terminate this Collective Agreement or to negotiate revisions hereto.

Signed this 22nd day of October, 2018.

On Behalf of the Company:

On Behalf of the Union:



Dan McKinnon,  
Operations Manager



Sam Snyders,  
National Representative



Shaw Dungate,  
Service Delivery Manager



Colin James,  
President

## **LETTER OF UNDERSTANDING #1 - RETIREMENT TRANSITION PROGRAM**

In order to retain and further engage our employees, provide options for employees nearing retirement and, provide opportunities to hire new workers, a reduced work week program will be made available on a volunteer basis as follows:

- a) Program is available to full-time bargaining unit employees 60 years of age or older, and program shall consist of a maximum of 2 employees at any one time.
- b) Individual employee entry into the program will be at the sole discretion of the Company, based on the operational needs of the business.
- c) Application to the program shall be presented to the company one (1) month prior to the start of a new sign-up bid period, and approved entry will commence at the new sign-up period.
- d) Employees based on seniority shall select/bid days of work from the Company's Spare Board. Employee shall work a minimum of ten (10) hours per week and no more than a maximum of thirty (30) hours per week.
- e) Employee will not normally be considered for overtime work however, should the employee work overtime the applicable overtime rate will be as per the Collective Agreement.
- f) Employee would remain eligible for all benefits, wages and provisions of the collective agreement provided they pay the full cost.

- g) Employee shall not receive Company RRSP contributions.
- h) Employee would be entitled to the pro-rated uniform allowance as per the Collective Agreement.
- i) Statutory holiday pay to be calculated as per Employment Standards Act.
- j) Vacation pay will be calculated based on applicable percentage of wages.
- k) Employee is ineligible to apply for any posted job vacancies, or revert back to Full time status.
- l) Employees who enter this program must retire within 36 months, or earlier after providing the Company reasonable notice.

Signed this 22nd day of October, 2018.

On Behalf of the Company:

On Behalf of the Union:



Dan McKinnon,  
Operations Manager



Sam Snyders,  
National Representative



Shaw Dungate,  
Service Delivery Manager



Colin James,  
President

## LETTER OF UNDERSTANDING #2- WASHROOMS

This letter will serve as a statement of purpose for a joint understanding and commitment between PW Transit and Unifor local 222.

The Company will attempt to secure washroom facilities throughout existing and future transit routes to the best of their abilities.

The Union will have input in this process.

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Sam Snyders,  
National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager



\_\_\_\_\_  
Colin James,  
President

## **LETTER OF UNDERSTANDING #3 - JOINT LABOUR MANAGEMENT COMMITTEE**

The committee shall be established within 30 days after ratification and shall meet a minimum of four (4) times per calendar year. Any additional meetings must be mutually agreed upon. The parties may decide to “waive” a meeting.

At the first Joint Labour Management Committee meeting, the Committee will establish a Terms of Reference Document that will outline the following:

- Agenda design and distribution
- Taking and distributing minutes
- Responsibilities of Chair/Co-Chair
- Parameters of grievance discussions
- Dealing with “walk-on” items
- Any other applicable issues

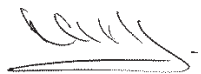
The Union committee shall consist of the unit chair and one (1) member of the bargaining unit and the Union President and/or the National Representative may attend. The Company representatives shall consist of the Operations Manager, Service Delivery Manager with the possibility of another delegate. The Company agrees to pay all lost wages for the bargaining committee members.

The purpose of this committee is to meet to build respectful labour relations, discuss workplace

related issues and work towards problem solving the related issues i.e. working conditions, schedules, communications, service improvements, etc.

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



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Dan McKinnon,  
Operations Manager



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Sam Snyder,  
National Representative



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Shaw Dungate,  
Service Delivery Manager



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Colin James,  
President

## **LETTER OF UNDERSTANDING #4 -SPARE BOARD DRIVER SEASONAL BID PROCESS**

Spare Board Drivers shall be required to select a seasonal bid for the duration of the seasonal sign-up period. Nothing constituted below shall be construed as a guarantee of hours or guarantee of work.

1. At the start of each seasonal sign-up period, Spare Board Drivers shall, in order of seniority, bid for a weekly schedule of four (4) posted and available days of work. A Driver's bid for days of work shall not change for the duration of the seasonal sign-up period, unless a Spare Board driver(s) obtains a permanent vacant crew.
2. After all posted and available seasonal bid days off have been selected, Spare Board drivers requesting an additional day or days off during any subsequent seven (7) consecutive day cycle (Sunday to Saturday) must apply for Management approval prior to 9:00 AM Wednesday morning for the following week using the Vacation / LOA request form.
3. Seasonal shifts or blocks of work, which for any reason are not scheduled into the full-time crew bid shall be posted and made available to the Spare Board during the seasonal bid process. Spare Board Drivers can bid for the duration of this seasonally available work in order of their seniority. The Company shall determine the hours of work, days of work and the

number of seasonal shifts or blocks of work that are made available to Spare Board Drivers.

### Weekly Spare board Bid Process

Following completion of the above seasonal bid process, Spare Board bid sheets for the following week will be available 14:00 PM on the Wednesday. This sheet will list all Spare Board drivers in order their seniority, and will indicate all available shifts for that week.

Bidding will take place on Thursday. Upon the completion of bidding, the weekly Spare Board sheets will be available in the office for Spare Board drivers to review.

Spare Board drivers shall according to their seniority bid for their next week's available work assignments.

Spare Board Drivers shall contact the office at the start of their bidding period to confirm which shifts are available. Bid times for each driver may change. Each driver is responsible to check his or her own bid time prior to the start of bidding.

Spare Board Drivers must select the shift they prefer during the weekly bidding process. If they are unable to call in during their allotted time they can provide dispatch with a written selection. If a driver fails to contact the office when they are scheduled to bid or fail to provide a selection, the bidding process will continue as scheduled and the driver missing their scheduled bid time shall select from the remaining shifts at the time they contact



the office. If the Spare Board Driver fails to contact the office during the regular bidding period, the driver will be assigned any remaining work after all other Spare Board drivers have completed their shift selection.

- a) If there is a shift available on a Spare board driver's regular workday, the Spare Board driver must sign for it unless he or she has previously obtained an approved day off. (as per #2).
- b) Spare board drivers in order of seniority must choose one available assignment on each of their committed working days OR it is not possible to select another shift without their weekly hours, resulting in overtime.

In the selection of work, as per the Motor Vehicle Act, it is the joint responsibility of the driver and the company to ensure a minimum of eight (8) hours from the end of one assignment to the start of the next.

In order to maximize hours of work, after regular bidding has concluded or before the Spare Board is frozen, if an additional shift becomes available, that shift will be offered in order of seniority to Spare Board Drivers that were seasonally committed to be available but did not get any work on the day and or shift that must be covered. If the additional shift puts the Driver into overtime, the work will be offered to the next senior Spare Board Driver.

Subject to #6 and #8, if any work remains uncovered, Spare Board Drivers will be offered the additional work on

their scheduled days off based on seniority, conditional that this work does not result in weekly overtime.

The Spare board will be frozen at 16:30 PM on Thursday. If a shift becomes available after 16:30 PM, the company will dispatch in the following order.

- a) Committed to work Spare board drivers with no work scheduled for that day;
- b) Spare Board Drivers with scheduled days off;
- c) Overtime for Full-Time Operators who are available to perform the work, based on seniority;
- d) Overtime for Spare Board Operators who are available to perform the work, based on seniority.

Spare Board Drivers shall not trade shifts. Consideration will be given subject to exceptional circumstances and must be approved by management

Where work was not assigned to a Spare Board driver as per the Company's Spare board Rules, Operators must be available to work on their regular committed work days if unforeseen work becomes available, or if operational needs are required. Refusal of work on committed workdays may result in disciplinary action.

Reverse Seniority: If a run is still open after all Spare board and Full-Time Operators have been canvassed to work, the work will be assigned in reverse seniority commencing from the bottom of the Spare Board list,

continuing from the bottom of the Full-Time list until the run has been assigned by reverse seniority. Refusal to accept the work may result in disciplinary action.

If the company has less than 3 hours' notice of a service coverage requirement, the company may take any steps necessary to cover the open work. In the event the required coverage is more than 3 hours, the company will follow the call in provisions outlined in #10.

Either party may request that these Spare Board Rules be reviewed. Any revisions must be amended by mutual consent of the parties.

Management and the Bargaining Unit Chairperson, and/or Unifor Local President and/or the Unifor National Rep will meet as soon as possible to facilitate emergency situations.

Signed this 22nd day of October, 2018.

On Behalf of the Company: On Behalf of the Union:



Dan McKinnon,  
Operations Manager



Sam Snyders,  
National Representative



Shaw Dungate,  
Service Delivery Manager



Colin James,  
President

## LETTER OF UNDERSTANDING #5 -PART TIME COMPLEMENT

The Company shall endeavor to maintain the current complement of part time to full time employees, subject to scheduled service requirements as dictated by the Region. Students and Retirement Transition employees shall not be included in these determinations.

Appendix "B" will be the reference document to determine the current complement.

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Sam Snyder,  
National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager



\_\_\_\_\_  
Colin James,  
President

## LETTER OF UNDERSTANDING #6 - FUELLING

The company agrees to discuss the fueling of the buses at our 'Joint Labour Management Meeting' in relation to any improvements, safety issues, training or better practice.

The company will also entertain suggestions pertaining to 'who' will fuel the bus as long as it is not at a greater value than our current cost.

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Sam Snyders,  
National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager



\_\_\_\_\_  
Colin James,  
President

## LETTER OF UNDERSTANDING #7 - EMPLOYMENT EQUITY

The Company is committed to focus on increasing the representation of the four designated groups (i.e. Woman, visible minorities, Native Canadians and persons with disabilities) in occupations throughout the bargaining unit, and, where applicable, to recommend areas for negotiation by the parties for necessary modifications to the Collective Agreement to meet the requirements of the law.

The purpose of these discussions will be to enhance Employment Equity in the Bargaining unit.

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



Dan McKinnon,  
Operations Manager



Sam Snyders,  
National Representative



Shaw Dungate,  
Service Delivery Manager



Colin James,  
President

## **LETTER OF UNDERSTANDING # 8 - WORKPLACE HARASSMENT AND VIOLENCE PREVENTION TRAINING**

All employees must receive Unifor's four (4) hour Building a Respectful Workplace training within 90 days after ratification. These course(s) will be scheduled in a format that is least disruptive to the operation and all employees will be required to attend their scheduled session, which may include weekends. Every employee will receive a course completion certificate, a copy of which will be provided to the Company.

All training for this initial course will be delivered by a Unifor facilitator(s). The Company agrees to pay all course costs including Unifor facilitator(s), any travel/accommodation, materials costs etc. at a one-time maximum of \$5,000.

In addition, the Company agrees to provide the four (4) hour Building a Respectful Workplace training to all new hires. The training for new employees will be offered on an annual basis in a format that is least disruptive to the operation and all employees will be required to attend their scheduled session, which may include weekends. Every employee will receive a course completion certificate, a copy of which will be provided to the Company.

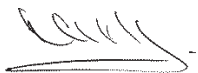
All training for the new hires will be delivered by Unifor facilitator(s). The Company agrees to pay all course costs including Unifor facilitator(s), any travel/accommodation, materials costs etc. to an annual maximum of \$2,000.

All harassment refresher training will be provided by the Company.

Signed this 22nd day of October, 2018.

On Behalf of the Company:

On Behalf of the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Sam Snyders,  
National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager



\_\_\_\_\_  
Colin James,  
President



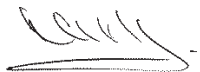
## LETTER OF UNDERSTANDING #9 - PAID EDUCATION LEAVE

The Employer agrees to pay a one-time lump sum into a special fund the amount of \$500.00 to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted after ratification to the following address:

Unifor Paid Education Leave Fund  
205 Placer Court  
Toronto ON M2H 3H9

Signed this 22nd day of October, 2018.

On Behalf of the Company:      On Behalf of the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Sam Snyder,  
National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager



\_\_\_\_\_  
Colin James,  
President

## APPENDIX A – WAGE RATES

<b>TRANSIT DRIVER</b>				
	October 22, 2018	October 22, 2019	October 22, 2020	October 22, 2021
Start Rate	\$25.50	\$25.89	\$26.27	\$26.80
After 520 hours	\$26.84	\$27.24	\$27.65	\$28.21
After 1040 hours	\$27.81	\$28.23	\$28.65	\$29.22
After 2080 hours	\$28.25	\$28.67	\$29.11	\$29.69

## APPENDIX B – SENIORITY LIST

<b>FULL TIME OPERATORS</b>				
	<b>NAME</b>	<b>PWT START DATE</b>	<b>Vacation Entitlement Date</b>	<b>Category</b>
1	Rob Watt	1/1/2017	8/21/1989	Full-Time
2	Tim Thompson	1/1/2017	8/21/1989	Full-Time
3	Carol Adams	1/1/2017	5/7/1990	Full-Time
4	Dave Wichall	1/1/2017	5/7/1990	Full-Time
5	Ernie Fleetwood	1/1/2017	5/26/1990	Full-Time
6	Sandra Buller	1/1/2017	6/28/1991	Full-Time
7	Tammy Hill	1/1/2017	10/20/1997	Full-Time
8	John Edmunds	1/1/2017	11/26/1990	Full-Time
9	Jeff Johns	1/1/2017	8/19/2001	Full-Time

**FULL TIME OPERATORS**

	<b>NAME</b>	<b>PWT START DATE</b>	<b>Vacation Entitlement Date</b>	<b>Category</b>
10	Mike Roache	1/1/2017	4/12/2004	Full-Time
11	Dave Parise	1/1/2017	11/22/2004	Full-Time
12	Chris Hardy	1/1/2017	11/22/2004	Full-Time
13	Mary Maides	1/1/2017	9/11/2007	Full-Time
14	George Lrbakos	1/1/2017	9/22/2004	Full-Time
15	Terri-Lyn Parise	1/1/2017	1/24/2005	Full-Time
16	Susan Inman	1/1/2017	8/9/2006	Full-Time
17	Allan Geroux	1/1/2017	6/22/2000	Full-Time
18	Sean Cummings	1/1/2017	8/30/2007	Full-Time
19	Genica Jones	1/1/2017	5/26/2008	Full-Time
20	James Theriault	1/1/2017	11/6/2009	Full-Time
21	Rebekah Brand	1/1/2017	5/26/2008	Full-Time
22	Angelo Posteraro	1/1/2017	5/26/2008	Full-Time
23	George Stefanis	1/1/2017	8/9/2006	Full-Time
24	Trevor Maillard	1/1/2017	1/13/2010	Full-Time
25	Phillip Arndt	1/1/2017	10/20/2007	Full-Time
26	Amanda Grant	1/1/2017	9/14/2007	Full-Time
27	Aris Tourlos	1/1/2017	5/13/2011	Full-Time
28	Gerry Murphy	1/1/2017	10/5/2008	Full-Time

**FULL TIME OPERATORS**

	<b>NAME</b>	<b>PWT START DATE</b>	<b>Vacation Entitlement Date</b>	<b>Category</b>
29	Peter Hibbert	1/1/2017	5/18/2011	Full-Time
30	Susan Lamy	1/1/2017	8/31/2011	Full-Time
31	Louis Boucher	1/1/2017	2/4/2008	Full-Time
32	Anthony Volpe	1/1/2017	12/30/2014	Full-Time
33	Larry Herron	12/12/2016	12/7/2013	Full-Time
34	Eric Herrmann	12/12/2016	12/12/2016	Full-Time
35	Andar Saragih	12/12/2016	12/12/2016	Full-Time
36	Salman Mazhar	12/12/2016	12/12/2016	Full-Time
37	Grace Foo	12/12/2016	12/12/2016	Full-Time
38	Jaso Kasipillai	12/12/2016	12/12/2016	Full-Time
39	Shaun Milligan	12/12/2016	12/12/2016	Full-Time
40	Artyom Safaryan	12/12/2016	12/12/2016	Full-Time
41	Steven Mungroop	2/21/2017	2/21/2017	Full-Time

<b>PART-TIME</b>				
	<b>NAME</b>	<b>PWT START DATE</b>	<b>Vacation Entitlement Date</b>	<b>Category</b>
1	Chris Townsend	12/12/2016	12/12/2016	Part-Time
2	Debra Brown	3/6/2017	3/6/2017	Part-Time
3	Steven Booth	3/6/2017	3/6/2017	Part-Time
4	Maggie Pattison	3/6/2017	3/6/2017	Part-Time
5	Rick McCaugherty	3/9/2017	3/9/2017	Part-Time
6	Sean Langworth	2/5/2018	2/5/2018	Part-Time
7	Haroon Ulla	2/5/2018	2/5/2018	Part-Time
8	James Harris	2/5/2018	2/5/2018	Part-Time
9	Joel Smith	2/5/2018	2/5/2018	Part-Time
10	Soo Katy Lem	6/11/2018	6/11/2018	Part-Time
11	Rikka Abriam	6/11/2018	6/11/2018	Part-Time
12	Ron Bykiv	6/11/2018	6/11/2018	Part-Time
13	Kahmall Smith	6/16/2018	6/16/2018	Part-Time
14	Arlene Wynn	6/16/2018	6/16/2018	Part-Time
15	Ulando Robinson	8/20/2018	8/20/2018	Part-Time
16	Jeremy Cooney	8/20/2018	8/20/2018	Part-Time

On Behalf of the Company:



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Dan McKinnon,  
Operations Manager

On Behalf of the Union:



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Sam Snyders,  
National Representative



---

Shaw Dungate,  
Service Delivery Manager



---

Colin James,  
President

THIS AGREEMENT BETWEEN:



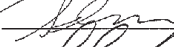



**PWTransit Canada Ltd.**  
Whitby Conventional Transit Operations  
(The Company)

- and -


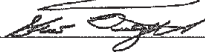
**Unifor Canada and its local 222**  
(The Union)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
in the Town of Whitby, Ontario.

**For the Union:**

By:   
By:   
By:   
By:   
By:   
By: 

**For the Employer:**

By:   
By:   
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

SS:amcope343

# NOTES



# NOTES



**TAB 11**



**unifor**  
the **Union** | lesyndicat

# COLLECTIVE AGREEMENT

*Between:*

**PWTransit Canada Ltd.  
Whitby Conventional Transit  
Maintenance Group  
(The Company)**

*- and -*

**Unifor Canada and its local 222  
(The Union)**

**October 22, 2018 – October 23, 2022**

## **MEMBERSHIP INFORMATION**

1. Attend all your Union meetings.
2. Know your contract.
3. Know your Union Representatives and Stewards.
4. Discuss any grievance or complaint with your steward immediately.
5. Follow through on any grievance filed.
1. Maintain sanitary and safe working conditions.
2. Make sure you are informed of Union activities and policies.
3. Speak to new employees and tell them about the gains made by your Union.
4. Set an example for your fellow members.
5. Do not tolerate discrimination against your fellow workers.
6. Make sure the Union office is notified if you change your address.
7. Support the usage of your Employee Assistance Program.

## CONTACT INFORMATION



**unifor**

Local222 | Canada

1425 Phillip Murray Avenue  
Oshawa, Ontario L1J 8L4  
905-723-1187 | 1-800-465-5458  
Email: [local222@local222.ca](mailto:local222@local222.ca)

*Need A Union?*

**Join Unifor!**

Call Unifor Local 222's  
Local Union Organizer  
Joel Smith at 905-723-1187



A.Taylor - G.Morgan  
**Unifor Dental Centre**

New Patients Welcome - Open to Everyone

Located inside Unifor Local 222

Reduced fees on all services:

6 Dentists & 3 Specialists

Wheelchair Accessible

Not-for-profit



**Support Your Local Unionized Dental Office**

1425 Phillip Murray Ave., Oshawa

905-579-8730

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## **UNION / COMPANY JOINT STATEMENT**

The Company and the Union recognize their common interest to put in place conditions favourable to the development and profitability of the Company, which will, amongst other things, improve job opportunities.

The parties jointly accept to use all practical means to ensure the development and profitability of the Company since they recognize the importance of quality and productivity in light of the competition and their ability to maintain market share.

In order to reach these objectives, the Company and the Union share the following values:

- Customer focus,
- Importance of employees as resources,
- Transparency with employees through ongoing communication,
- Commitment to promote the quality of products and services offered by the Company,
- Ongoing quality and innovation,
- Constructive exchanges between the Union and the Company in order to maintain harmonious and respectful labour relations,
- Versatility of employees in an ongoing learning environment, and
- Positive human relations.

## **ARTICLE 1 - SCOPE OF THIS AGREEMENT**

1.1 The Company agrees to recognize the Union as the sole exclusive bargaining agent for all employees of PWTransit Canada Ltd. working in its Whitby terminal in the town of Whitby, save and except supervisors, persons above the rank of supervisor, dispatcher and persons covered by a subsisting certification order (Board file 1296-17-R) dated September 13, 2017.

In the event a new classification is established during the life of this agreement, the Company and the Union shall meet to discuss the appropriate wage rate.

## **ARTICLE 2 - UNION SECURITY**

- 2.1 (a) The Employer shall deduct Union dues and other amounts chargeable by the Union from the wages of all Employees, and this amount shall be forwarded by the Employer to the Union no later than the 15th day of the month following such deductions.
- 2.1 (b) The Employer will furnish the Union on a monthly basis a complete dues' listing including:
- The names of all active and inactive employees;
  - The amount of dues deducted from each employee;
  - The relevant rate of pay;
  - The number of hours upon which union dues were calculated; and

- The reason should there be no deductions (i.e. WSIB, Layoff, etc.).
- 2.2 The Employer will, in writing, be advised from time to time of the weekly dues amount by the Union. In case of modification in the amount, the Employer will be informed, in writing, at least thirty (30) days in advance of the date set for the first deduction of the new amount.
- 2.3 The annual amount of Union dues paid will be inserted on the Employee's T-4 slip.
- 2.4 The Employer cannot be held responsible for other than the actual contributions deducted on the Union's behalf and the Union agrees to indemnify and save the Employer harmless for any claims an Employee or any governmental or other entity or organization may make concerning the amounts deducted from the Employee's earnings in accordance with this Collective Agreement. The Union will refund directly to the Employee any monies improperly deducted as Union dues.
- 2.5 The provisions of this Agreement shall be binding upon any successor or merged Company as per the Ontario Labour Relations Act, 1995.

### **ARTICLE 3 - NO STRIKE OR LOCKOUT**

- 3.1 The Company and the Union agree that there will be no strike or lockout as defined in the Ontario Labour Relations Act during the term of the Agreement.

### **ARTICLE 4 - PARTIAL OR TOTAL SHUT-DOWN OF OPERATIONS**

- 4.1 The company will advise the chairperson, president of the local union and representative of the Unifor national union, as soon as the company becomes aware of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.
- 4.2 The union and the company will meet as soon as is reasonably possible to discuss the contemplated shutdown, with a view to providing a solution to the problem or jobs for employees involved.

### **ARTICLE 5 - NO DISCRIMINATION**

- 5.1 The Company and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any employee by the Company, the Union or any employee because of reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability in accordance with the Ontario Human Rights Code.

- 5.2 The Company agrees that there shall be no discrimination, interference, restraint, coercion or intimidation exercised or practiced by the Company or by any Representatives of the Company with respect to any Member because of membership in, or affiliation with the Union, or in the performance of any Union work to which the Member was duly elected to or appointed to by the Union and/or the Union Executive.
- 5.3 The Company and the Union are committed to establishing and maintaining a working environment which demonstrates mutual respect for one another as employees and/or individuals and is thereby free from harassment.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.1 The Union acknowledges and agrees that the Company has the exclusive right to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time rules, regulations, policies, procedures and conditions of employment affecting/governing bargaining unit members.
- 6.2 Bargaining unit members shall be subject to, and governed by, all Company Policies, Procedures and instructions which may be verbally conveyed, posted, issued, and as may be amended by the Company from time to time provided that such Company

Policies, Procedures and instructions are not contrary to law or the terms and conditions of this agreement.

- 6.3 The Company agrees to provide the Union with copies of all rules, regulations, policies, procedures and conditions of employment that must be observed, and/or adhered to by all bargaining unit members. When the Company determines that changes are required to any Company rules, regulations, policies, procedures and or conditions of employment applicable to bargaining unit members including pay schedules and pay reimbursement, notice of the changes to be implemented will be provided in writing to the Unit Chair and subsequently posted at the workplace. Copies of the notice and changes to be implemented will be provided to each affected bargaining unit employee.
- 6.4 The Company shall always have the exclusive right to hire, promote, discipline demote or discharge bargaining unit Members for just and proper cause.
- 6.5 The Company reserves the right to utilize contractors. The Company agrees that it will not utilize contractors if, as a direct result, an employee will be demoted or laid off and such employee is qualified to perform the work.

The Union may make a presentation to the Company on how work performed by contractors could be

done by bargaining unit employees more cost effectively.

## **ARTICLE 7 - CATEGORIES OF EMPLOYMENT**

- 7.1 Category A - shall include Full time and or part time Mechanics who hold a valid 310T Truck and Coach Technician mechanics certificate and accordingly are required to maintain Company operated vehicles in a reliable and safe operating condition. As time and circumstances permit Mechanics shall be required to perform other shop related activities as may be directed by the Company. After completing their three (3) months' probation period Full time Mechanics for the purpose of Service and category seniority, shall be ranked in order of their date of hire as set out in the Category A- full time seniority list.
- 7.2 Category B - shall include full time and or part time Serviceperson whose primary function is to perform those tasks associated with preventative maintenance, servicing routines and minor defect repair of vehicles operated by the Company. As time and circumstances permit, servicemen shall be required to perform other shop related activities as may be directed by the Company. After completing their three (3) months' probation period, full time servicemen for the purpose of service and category seniority shall be ranked in order of their date of hire as set out in the Category B- full time seniority list.



- 7.3 Category C - shall include full time and or part time Wash bay/Bus cleaners whose primary function is to clean vehicles and to perform other related activities as may be directed by the Company. After completing their three (3) months' Probation Period, full time wash bay/ bus cleaners for the purpose of service and category seniority will be ranked in order of their date of hire as set out in the Category C full time seniority list.
- 7.4 Category D - shall include full time and or part time parts coordinator/maintenance planners whose primary function is to fully and accurately utilize the company's computerized WFA (Web Fleet Assist) program in order to:
- (a) Work in conjunction with the management team and assist in the scheduling of preventative maintenance servicing routines;
  - (b) Monitor, record, allocate, re-order, shelve stocks of parts and shop supplies/materials necessary to fully support facility maintenance, vehicle repair and vehicle servicing activities;
  - (c) After completing their three (3) Months' Probationary period full time parts coordinator/maintenance planners for the purpose of service and category seniority shall be ranked in order of their date of hire as set out in the category "D" full time seniority list.

7.5 C Category E – shall include full-time and/or part-time apprentice (s) who maintain a membership in good standing with the Ontario College of Trades and adhere to the Ontario Board of College requirements.

- (a) The Company reserves the right to establish and select candidates for apprentice mechanics position(s). Preference will be given to internal, qualified candidates.
- (b) At the discretion of the Company, an apprentice may be required to work a variety of shifts.
- (c) An apprentice shall as a minimum amount receive remuneration at the rate of 60% of the rate in effect for Journeyman Mechanics during the first year of employment. Subject to successful completion of second level mandatory training 70%, of the Journeyman's rate and upon successful completion of third level mandatory training 80% of the Journeyman's rate. During the fourth year of employment, 90% of the journeyman's rate. Upon achieving Inter Provincial Journeyman 310T Certification 100% of the Journeyman's rate will be received.
- (d) The company, reserves the right and sole discretion to recognize a newly hired apprentice's previous work experience and any 310T mechanical trade accredited certificates for the purpose of increasing an apprentice's remuneration to any progression

amounts above the minimum percentages stated above.

## **ARTICLE 8 - EMPLOYEE'S DAY TO DAY RESPONSIBILITIES**

### **Employees Must:**

- 8.1 Perform their duties in a safe manner at all times within any applicable laws and statues of the Ontario Highway Traffic Act and the National Safety Code.
- 8.2 Have, on their person, a valid Ontario Class B-Z and/or C-Z driver's license when operating a Company assigned vehicle.
- 8.3 Notify the Company immediately of any criminal charges and any motor vehicle violations that would affect the validity of and/ or their holding of a "B-Z and/or C-Z" License.
- 8.4 Keep the Company informed of their current home address, personal email and telephone contact number(s). Any employee on layoff shall also keep the office of the Company informed of their whereabouts so that they may be readily located for any work related reason such as recall.
- 8.5 In the event that an employee loses their license or has it suspended, the Union and the Company agree to discuss the matter.

- 8.6 When the Company requests a driver's abstract from an employee the Company agrees to reimburse the employee for the full amount paid by the employee.

## **ARTICLE 9 - DATA TO BE SUPPLIED TO THE UNION**

- 9.1 The Employer will supply the local union with the following information on a quarterly basis:
- i. Employees who are in the bargaining unit regardless of whether or not they paid dues;
  - ii. List of employees in order of seniority, including their hourly rate and classification;
  - iii. Layoffs and recalls;
  - iv. Names, mailing addresses and postal codes, Phone number, Social Insurance Number, Email address (if available), of all employees;
  - v. A current list of managers and supervisors to be posted in the facility including contact information.

## **ARTICLE 10 – REPRESENTATION**

- 10.1 The Company recognizes a Transit Maintenance Bargaining Unit Committee consisting of two (2) bargaining unit members employed by the Company and selected by the Union. The Committee make up will be the Chairperson or their designate plus one (1) representative or their alternate who may be appointed or elected.
- 10.2 The Union shall notify the Company of the names of the bargaining committee members and identify

which member has been selected to serve as the Unit Chair, which the Company shall be required to recognize.

- 10.3 During the formal contract negotiations with the Company, the Union may be assisted by a National Representative and President of the Local Union.
- 10.4 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the Administration of the Agreement at any time during normal business hours, after notifying and receiving approval from management. Such approval shall not be unreasonably withheld. The representative shall not interfere with the performance of duties by members in the bargaining unit.
- 10.5 If the Company and the Union request the presence of the grievor at a grievance meeting, the Company agrees to pay any/all lost wages to the grievor.

## **ARTICLE 11 - UNION LEAVES**

- 11.1 Subject to operational requirements, a leave of absence without pay for the purposes of attending Union related education and/or union business will be granted to one (1) member of the bargaining unit at a time. Additional requests will be considered by the Employer and shall not be unreasonably denied. The written notice requesting such leave must be received by the Company two weeks before the start of the leave.

The Company agrees that for approved union leaves, the employer shall continue to pay employees and bill Local 222 for the total cost.

The Company will grant an unpaid leave of absence to an employee to serve in a full-time position with UNIFOR or any Provincial or National body with which the Union is affiliated. The employee's seniority and service will accrue for the length of the leave. When the leave is over, the employee will be reinstated to their former job at the current rate of pay, provided they are able to do the job. At the employee's election, the employee can continue to contribute to the RRSP plan. The Company will not make contributions to the RRSP plan while the employee is on the approved union leave.

## **ARTICLE 12 - PROBATIONARY PERIOD**

12.1 All newly hired Full-Time Employees shall be required to serve a probationary employment period of three (3) month's service from the date of hire. In the case of a newly hired part time employee, the probationary period shall not be considered to be completed until the employee has accrued a total of 520 hours of work.

## **ARTICLE 13 – SENIORITY**

13.1 (a) Seniority is equal to the length of continuous service accumulated from the date of hiring.

- (b) Seniority for all employees is determined from their date of hiring.
  - (c) When more than one employee is hired on the same day, those employee's seniority shall be determined by random draw and placed on the seniority list. The one having the lower employee number shall be deemed to have the higher seniority.
  - (d) Notwithstanding the above, Students will not acquire seniority.
- 13.2 Any employee hired on or before January 1, 2017 and who was employed by Coach Canada, shall retain their seniority accumulated with the former employer. This seniority shall be added to the seniority accumulated since their hiring date.
- 13.3 The seniority list and classifications as of date of ratification is established in schedule "B".
- 13.4 In all cases of bidding for vacancies, vacation, layoff, recall, a senior employee shall be entitled to preference based on their seniority.
- 13.5 Protests in regard to seniority status of any employee must be submitted in writing within seven (7) calendar days of posting of the seniority list. Errors shall be corrected and such agreed upon seniority shall thereafter be final.

- 13.6 Part-time employees shall not be used when qualified full-time employees are on layoff and have declared in writing that they are available for part-time work.

#### **ARTICLE 14 - LOSS OF SENIORITY OR EMPLOYMENT**

- 14.1 Seniority rights shall cease and an Employee's employment shall be terminated for any of the following reasons:
- i. Promotion beyond the scope of this Agreement;
  - ii. Discharge for just cause;
  - iii. Failure to return to work after recall from lay-off;
  - iv. Voluntary Resignation;
  - v. Abandoning their work; and
  - vi. Permanent Lay-off.
- 14.2 If an Employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the Employee shall be subject to discipline up to and including discharge, unless the Employee has a satisfactory reason acceptable to the Company for such absence.
- 14.3 If laid off, an Employee will be retained on the seniority list for a period of thirty-six (36) months.



## **ARTICLE 15 - LAY-OFF AND RECALL**

- 15.1 Layoffs shall be by classification and in order of seniority.
- 15.2 Employees who have been laid off in accordance with the above provision will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available. When recalling laid off employees, they shall be notified by registered mail directed to the last known address and such employee(s) will be allowed seven (7) to respond to the Company. The employee must be available for duty within seven (7) days of their response.
- 15.3 The Company will provide the Chairperson of the Union Committee with a list of Employees to be laid off or recalled if possible, 30 days prior or as soon as the Company becomes aware of such decision, also any cancellation of such notices.
- 15.4 Employees, by seniority will have the option to take a voluntary layoff. An employee wishing to be carried on a "Laid Off and Available List" must inform the Company in writing at the commencement of their layoff.
- 15.6 Laid off Employees shall remain on the Company's group benefit program as defined in Article 35 for a period of three months from the date of lay off.

## **ARTICLE 16 - NEW JOB POSTING**

16.1 In the event a new Full-time position(s), permanent or temporary, is created within the Bargaining Unit, the Company will post such new position(s) for a period of five (5) working days in order to allow Bargaining Unit Employees to apply.

The qualified employee from the bargaining unit with the most seniority that applies will be awarded the position.

## **ARTICLE 17 - MINIMUM PAY FOR CALL IN**

17.1 When an employee reports to the operation Centre for work after being called in and no work is made available, they will be paid a minimum of three (3) hours pay at their existing straight time rate.

## **ARTICLE 18 - SHIFT TRADES**

18.1 Employees will be allowed to perform trading or switching of shifts with management approval. Overtime shall not be paid as a result of a shift trade or switching shifts.

## **ARTICLE 19 - LEAVE OF ABSENCE**

19.1 All legislated leaves of absence provisions prescribed by the Province of Ontario's Employment Standards Act shall be observed.

19.2 Employees may be granted a leave of absence without pay and without loss of seniority, for personal reasons, provided it does not interfere with

the ongoing operations of the Company, upon written application to the Company, at least one week prior to the proposed commencement of the leave and subject to written approval from the Company.

- 19.3 Insured benefits shall only be continued for all non-legislated leaves of absence of less than three (3) months. Extension of insured benefit coverage is available to employees on a leave of absence in excess of three months provided one hundred percent (100%) of the total required contribution is paid monthly by the employee in advance of the beginning of every month.
- 19.4 Any employee on leave of absence who does not return and report for work on the day following completion of their leave of absence shall have their name removed from ALL seniority lists. Exceptions to this ruling will only be considered when the employee can provide verifiable proof that they were delayed from returning on the appointed date due to justifiable circumstances and they have notified the Company of the subject circumstances by mail, email or telephone prior to their original return date.
- 19.5 (a) Any leave or extension thereof obtained under false pretenses shall be subject to disciplinary action up to and including termination of employment.

- (b) A leave of absence to work for another employer will not be approved.

## **ARTICLE 20 - MATERNITY LEAVE**

- 20.1 The Company agrees to comply with the requirements of the Employment Standards Act (ESA 2000) for leaves.
- 20.2 An employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

The employee must give the employer:

- At least two weeks written notice of the date the leaves is to begin; and
- A certificate from a legally qualified medical practitioner stating the expected birth date.

The pregnancy leave of an employee who is entitled to take parental leave ends 17 weeks after the pregnancy leave began.

The employee must give the employer at least four weeks' written notice of that return.

## **ARTICLE 21 - PARENTAL / ADOPTION LEAVE**

- 21.1 The Company agrees to comply with the requirements of the Employment Standards Act (ESA 2000) for leaves.

- 21.2 Parental Leave may begin no more than 52 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 21.3 The Parental Leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 21.4 The employee must give the employer at least two weeks written notice of the date the parental leave is to begin.
- 21.5 Employees who take pregnancy leave are entitled to take up to 61 weeks of parental leave. All other new parents are entitled to take up to 63 weeks of parental leave. An employee may end parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day they wish to end the leave.

## **ARTICLE 22 - BENEFITS DURING PREGNANCY AND PARENTAL LEAVE/ADOPTION LEAVE**

- 22.1 During pregnancy leave or parental/adoption leave, the employee shall be entitled to the company benefit plan unless they elect in writing not to do so. It is understood that the employee paid portion will be paid by the employee in advance of the beginning of every month. Credits continue to accrue towards

seniority, service and length of employment for an employee on pregnancy or parental/adoption leave.

Vacation credits continue to accumulate during the leave of absence, and provided the employee returns to work following the leave they will be entitled to the earned vacation time off with pay.

## **ARTICLE 23 - PUBLIC OFFICE**

23.1 The Company will grant an unpaid leave of absence to an employee to hold public office. The employee's seniority and service will be frozen for the length of the leave. When the leave is over, the employee will be reinstated to their former job at the current rate of pay, provided they are able to do the job. At the employee's election, the employee can continue to contribute to the RRSP plan. The Company will not make contributions to the RRSP plan while the employee is on the approved leave.

## **ARTICLE 24 – BEREAVEMENT**

24.1 (a) When death occurs in an employee's immediate family, as defined below, the employee on request, will be excused with pay at the regular wage rate for three (3) normally scheduled working days of his/her choice at the time of death or the funeral. If the deceased family member resides outside Ontario, the employee will be entitled to two (2) additional paid days.

- (b) The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister and Grandchild where the employee is the legal guardian responsible for the care and control of the grandchild.

## **ARTICLE 25 - PAID DOMESTIC VIOLENCE LEAVE**

- 25.1 The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. Doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by legislated leave or any other insurable benefits will be granted as absent with permission.

## **ARTICLE 26 - EMERGENCY LEAVE OF ABSENCES**

- 26.1 All employees will be entitled to ten (10) ELA (Emergency Leave of Absences) days with two (2) of those days paid by the company.

## **ARTICLE 27 – MEDICAL LEAVES & CONFIDENTIALITY OF MEDICAL INFORMATION**

- 27.1 If an Employee takes a medical leave prior to the scheduled start of their vacation, the Employee may cancel their vacation and take the medical leave instead, provided the appropriate parties are advised in advance. If the medical leave occurs during an Employee's vacation, vacation will apply. As noted above, Employees on an unpaid leave of absence, including sick leave, continue to be entitled to vacation days, however, vacation pay will be limited to amounts accrued based on earnings.
- 27.1 Personal medical information shall be treated in strict confidence and shall only be provided to the Operations Manager as required.

## **ARTICLE 28 – DATES OF OBSERVANCE**

- 28.1 Each year on December 6<sup>th</sup> at 2:00pm, one (1) minute of silence will be observed in memory of women killed in the Montreal massacre.
- 28.2 Each year on April 28 at 11:00 a.m. one (1) minute of silence will be observed in memory of workers killed or injured on the job.
- 28.3 Each year on November 11th at 11 a.m., one (1) minute of silence will be observed in recognition of Remembrance Day.



## **ARTICLE 29 - VACATION PAY AND PUBLIC HOLIDAY PAY**

29.1 All Full-time Employees on the payroll shall receive vacation with pay each year in accordance with their service as set out for Drivers in Appendix "B". Upon request to your Supervisor vacation pay will be paid out on a separate cheque.

29.2 All Full-time Employees on the payroll shall receive vacation with pay each year, according to seniority, on the following basis:

<b>Service</b>	<b>Weeks</b>	<b>Pay</b>
Less than 5 full years of service	2	4% of the previous calendar year's gross earning
After completion of 5 full years of service	3	6% of the previous calendar year's gross earning
After completion of 10 full years of service	4	8% of the previous calendar year's gross earning
After completion of 17 full years of service	5	10% of the previous calendar year's gross earning

29.3 Bidding of vacations shall adhere to the following schedule:

- (a) Regular Full Time employees following completion of one (1) year of service shall be entitled to bid in order of seniority for any available and posted annual vacation dates.
- (b) The annual vacation period shall be January 1 to December 31. Full-Time Employees must bid for a minimum 2 weeks of their *entitled* vacation weeks between the dates of November 1<sup>st</sup> and December 15<sup>th</sup> of the previous year and will be awarded based on seniority. The final vacation list shall be posted by December 16<sup>th</sup>.
- (c) It is recognized that a weeks' vacation encompasses seven (7) consecutive days a calendar week (Sunday-Saturday) irrespective of which shift type/combinations of shift types an employee may work.
- (d) Vacation periods within Prime Time (May 1<sup>st</sup> – September 30<sup>th</sup>) shall be awarded by seniority through the vacation bid process to a maximum of 2 weeks per Full-time Employee. Once the vacation picks have been approved and posted, employees can request additional weeks/days during prime time. Requests will be approved on a first come first serve basis.
- (e) Single vacation days or leaves will be awarded provided these do not interfere with a vacation week, regardless of seniority.

- (f) Only 1 Mechanic and/or Apprentice can be off on vacation at one time. Only 1 Washbay can be off on vacation at one time. Either the Parts Coordinator or the Lead Hand can be off on vacation at one time. All requests may be approved based on Operational requirements on a first come first serve basis.

29.4 For the purpose of this agreement, the followings days are paid holidays:

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

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

Employees who work on a paid holiday shall be paid 1 ½ times their regular rate of pay for all hours worked as well as the appropriate holiday.

29.5 When any of the observed statutory holidays falls on a Saturday or Sunday, the designated by the Region shall be the day observed and the Employees shall be paid the statutory holiday pay in accordance with the Employment Standards act.

- 29.6 Any of the statutory holidays as listed, falling within an Employee's annual vacation shall be paid in addition to the Employee's annual vacation pay or an employee may choose to take an additional paid day with mutual agreement of the Company.
- 29.7 All part time employees will be paid as per the Ontario Employment Standards Act.

### **ARTICLE 30 - PAY DAY**

- 30.1 Pay day shall be bi-weekly on Friday.
- 30.2 Any pay shortages less than one hundred dollars (\$100.00) will be adjusted in the next pay period.

Any pay shortages of one hundred dollars (\$100.00) or more will be paid by within two (2) business days.

### **ARTICLE 31 - REGULAR WORK DAY**

- 31.1 Basic hours of work means the number of hours worked per day and per week as established by this Article. It is understood that wash-up time is considered work time and part of the day's normal working hours.

### **Full Time Mechanics, Servicepersons, Parts Coordinators and Apprentices**

The arrangement of hours for all shifts shall be composed of consecutive hours. Such hours and shifts will be posted on an eight (8) week schedule.

The basic hours of work for a Full-Time Mechanic, Serviceperson, Parts Coordinator and Apprentices shall be eight (8) hours.

These basic hours of work shall be forty (40) hours per week on the basis of five (5) days.

The hours of work will be scheduled as follows:

1. 4 am – 12:30 pm
2. 11 pm – 7:30 am
3. 5 pm – 1:30 am
4. 8 am – 4:30 pm

The Company must give seven (7) calendar days' notice before changing the basic work schedule of a Full-Time employee. A Full-Time employee's rest day shall be consecutive to another rest day.

Employees shall be granted the following paid/unpaid breaks:

- a) An employee shall be granted a relief period of no more than fifteen (15) minutes around the middle of each half shift.
- b) An unpaid meal period of thirty (30) minutes shall be considered as part of the day's normal working hours.

The choice of hours of work and days of work shall be established by the Employees taking into consideration the requirements of the job and the need of regular employees on all shifts. If employees are unable to come to an

agreement, seniority shall apply according to the requirements of the job.

**Part Time Mechanics, Servicepersons, Parts Coordinators and Apprentices**

Part Time in this classification will compliment staffing levels on a temporary basis to fill openings created by absence of Full Time employees i.e. Vac, Long Term or Short Term absence, Bereavement, Jury Duty, etc.

The Company shall determine the hours of work per day and days per week for these Part-Time employees. These hours per day will be spread, over a shift of eight (8) consecutive hours.

The Company shall determine the hours of work per day and days per week for these Part-Time employees. These hours per day will be spread, over a shift of eight (8) consecutive hours.

**Full Time Bus Cleaners / Wash Bay**

The basic hours for these employees shall be a 12 hour shift paid at straight time and shall be ensured approximately 80 hours of scheduled work in a consecutive 2 week period. These shifts will be scheduled as follows:

Monday to Thursday	6:00pm to 5:00am
Friday to Sunday	5:00pm to 5:00am

Employees will follow a rotating schedule of 3 shifts on, 2 shifts off followed by 2 shifts on, 3 shifts off.

Employees shall be granted the following paid breaks:

- (a) An employee shall be granted a relief period of no more than fifteen (15) minutes around the middle of each half shift.
- (b) A meal period of thirty (30) minutes shall be considered as part of the day's normal working hours.

### **Part Time Bus Cleaners / Wash Bay**

Part Time in this classification will compliment staffing levels on a temporary basis or fill openings created by absence off full time employees. i.e. vacation, Long Term or Short Term absence, bereavement, Jury Duty, etc.

### **ARTICLE 32 – OVERTIME**

32.1 Any hours above and beyond the basic hours in any classification will be paid at a premium of time and one half.

### **ARTICLE 33 – COVERALLS, PARKAS SAFETY BOOTS**

33.1 The Company shall provide and pay for the cost of and the cleaning of a minimum of 11 pairs of coveralls per work week for each full time mechanic, serviceman and bus washer. Part time employees will be provided with a clean pair of coveralls for each day that they may be scheduled to work.

- a) Full time Mechanics, Apprentices, Servicepersons, washbay/bus cleaners and

- parts coordinator/maintenance planner, following completion of their first full year of service shall be reimbursed up to a maximum of \$250.00 per year (if supported by a proof of purchase of CSA approved safety footwear.)
- b) Part-time maintenance department employees who are members of this Bargaining Unit shall be reimbursed up to a maximum of \$200.00 every 2 years (if supported by a proof of purchase of CSA approved safety footwear.
  - c) The Company will provide for each licensed Mechanic, Apprentice, washbay, serviceperson and parts coordinator/maintenance planner one insulated parka displaying fluorescent reflective material. The parka will be cleaned, repaired or replaced as may be required. Upon termination of employment, the parka must be returned to the Company within three (3) business days after employment terminates. If the parka is not returned, the cost of the replacement for the same will be deducted from the mechanic's final pay.
  - d) The Company will supply work gloves and toques as required.
  - e) The Company will provide for the parts coordinator 11 pairs of pants and shirts and one fleece high visibility sweater and pay for the cost of repairing and the cleaning as required.



- f) Safety boots that become damaged in the course of employment, such that they are not wearable, will be replaced.

#### **ARTICLE 34 – HEALTH, WELFARE & RRSP BENEFITS**

- 34.1 Group Health and Welfare Benefits as referenced in this Article are a commercially available Insurance product that is marketed through and administered by a third Party Insurance Carrier. The total cost, terms, administration conditions, specific types and dollar limitation amounts of the various coverages specified within the Carriers plan are regulated and governed by the Carrier.
- 34.2 Entitlement to enroll in the above described Group Insurance program is restricted to all non-probationary Full Time employees.
- 34.3 The total cost of the Group Health and Welfare Benefits Plan shall be borne seventy percent (70%) by the Company and thirty percent (30%) by the Employee.
- 34.4 Benefits continuation During Temporary Layoff and/or during legislated Leaves of Absence.
  - a) Bargaining unit employees who are entitled to Health and Welfare Benefits (ref article 34.2 above) have the options to formally in writing either continue or cancel their Benefits coverage during a period of layoff or leave of

absence as may be prescribed by part (XIV) of the Ontario Employment Standards Act. Employees that elect in writing to continue their Benefits coverage during a period of temporary layoff or legislated leave of absence must pay the full cost of the employee's portion of the premiums to the Employer. The employee's premium portion must be tendered prior to the first day of the following month after the leave of absence and or layoff has commenced. Failure to continue providing payments as stipulated thereafter shall result in termination of the employee's Group Health and Welfare Benefits coverage.

- b) An employee electing to continue their benefits coverage may furnish the Company with postdated cheques covering the anticipated period of lay off or the requested period of legislated leave.

34.5 Registered Retirement Savings Plan (RRSP) :  
Conditions for enrollment in the Royal Bank of Canada RRSP plan are as follows:

- The Company will make contributions to the employee's RRSP of two percent (2%) of the employee's yearly earnings, two and a half (2.5%) percent on (October 22, 2019) and three (3%) percent on (October 22, 2021) up

to a maximum of \$60,000 annual gross earnings.

- The RRSP shall be “Self-Directed” by the employee. The Company’s contributions will commence only when the employee has notified the company that they have initiated an RRSP.

## **ARTICLE - 35 HEALTH AND SAFETY**

35.1 The company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The company shall comply with all applicable health safety and environment legislation and regulations in effect on the effective date of this agreement, as minimum standards to be improved upon by agreement of the Joint Health, Safety and Environment Committee.

35.2 Without limiting the generality of the foregoing, the committee shall:

- Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals

that will prevent the development of unsafe working conditions.

- Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
- Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
- Consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
- Hold meetings at least once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and;

any other matters pertaining to health and safety.

- Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative.
- Have access to and promptly receive copies of all reports, records and documents in the company's possession or obtainable by the company pertaining to Health, Safety and Environment.
- Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- The union Health and Safety Committee shall meet without company representatives for one hour prior to the committee meeting, if required.

## **ARTICLE 36 - RIGHT TO REFUSE HAZARDOUS WORK**

36.1 The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.

## **ARTICLE 37 - INJURY ON THE JOB**

- 37.1 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of compensable injury shall be paid their regular earnings for the balance of the shift on which the injury occurs.
- 37.2 If an ambulance is called to take an Employee to the hospital from the workplace, the Employer agrees to pay the cost.
- 37.3 If an employee is ill or injured while at work, transportation will be provided and/or offered by the Company.

## **ARTICLE 38 - MAINTENANCE OF EQUIPMENT**

- 38.1 Employees MUST NOT operate vehicles that are not in a safe operating condition.
- 38.2 It shall be the employee's duty and responsibility in keeping with the Ontario Highway Traffic Act regulation 199/07 to promptly report in writing on the appropriate forms (not later than the end of their shifts, trips or tour) all safety and/or mechanical defects on the equipment, which they have been operating. The form describing the defect must be turned in at the operations center.
- 38.3 The Company will direct vehicle repairs as necessary to conform to the safe and efficient operation of that equipment. In the event that repairs cannot be made

immediately and a Qualified Technician deems the equipment unsafe, the vehicle shall be locked out of service until it is repaired.

## **ARTICLE 39 - WORKPLACE HARASSMENT**

39.1 The Company and Unifor are committed to providing a workplace free of harassment, bullying and violence. The Company's Violence and Workplace Harassment Policy applies to all employees.

Harassment is defined as a comment or course of conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as: sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, conviction for which a pardon has been granted, age, social and economic class, activism and participation in the union, or language and any other prohibited ground, as stated in the provincial/federal Human Rights Code by any person, in particular, by management, customer, client and/or co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

All employees are expected to treat others with courtesy and consideration and to discourage harassment. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows,

or ought reasonably to know, are not desired by the victim of the harassment.

Harassment may take many forms: verbal, physical or psychological. The following examples constitute harassment, but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, 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, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect; and
- Backlash or retaliation for the lodging of a complaint or for participation in an investigation.

Bullying and personal harassment – Bullying and personal harassment are defined as deliberate actions, mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate,



undermine, or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that her/his actions are unwelcome or unwanted. It can also be an aspect of group behaviour. The policy includes any employee in any type of relationship, for example domestic, intimate, common law partnerships.

Some examples of bullying and personal harassment include using any form of media in verbal communication and/or in psychological manipulation but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing;
- Spreading rumour and innuendo;
- Unfair blame for mistakes;
- Deliberate exclusion;
- Practical jokes;
- Belittling or disregarding opinions or suggestions; or
- Public criticism.

If an employee believes they have been harassed and/or discriminated against there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwarranted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Seek assistance from any union representative;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to management.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, 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 the Union. If the employee believes their safety is in jeopardy they can exercise the right to refuse unsafe work.

If a bargaining unit employee is involved in a harassment investigation, they shall have a Union Representative present.

Nothing contained herein shall limit the Company from speaking to and/or managing an employee's job performance.

## **ARTICLE 40- ADMINISTRATION OF DISCIPLINE**

- 40.1 When an Employee is called to an interview and the nature of the meeting could lead to discipline or discharge, a committee person will be present. Prior to the interview the employee will be given notice of the nature of the interview. The committee person will have the opportunity to meet with the employee at the conclusion of the meeting. In the event the employer disciplines or discharges an employee it will be put in writing and a copy will be provided to the employee and Union. Notwithstanding the above, the employer shall have the right to remove an employee from service immediately pending an investigation.
- 40.2 In the Event the Company determines disciplinary action may be warranted, it shall be carried out within seven (7) calendar days of the Company becoming aware of the matter. In the case of an accident investigation, these timelines may be extended to seven (7) calendar days from the completion of the investigation.
- 40.3 Notwithstanding the above clause, in cases where an incident can be reasonably characterized as criminal and/or grossly negligent, the above time limits shall not apply.
- 40.4 Letters of reprimand or discipline more than 18 months old from the date of an incident shall be removed from an Employee's personnel file providing a repeat of the same or similar incident has not

occurred with 18 months from the date of the first incident.

#### **ARTICLE 41 - ACCESS TO PERSONNEL FILE**

- 41.1 Employees will be permitted to access and review their personnel file including any medical file maintained by the Employer in respect of that Employee.

#### **ARTICLE 42 – GRIEVANCE PROCEDURE**

- 42.1 The purpose of this Article is to establish a Procedure for the settlement of grievances.
- 42.2 Any disagreement between the Employer and the Union concerning the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance, including the applicable articles of the CBA and the specific redress requested. All such grievances shall be signed by the Grievor.

The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

- 42.3 It is the mutual desire of the parties hereto that concerns raised by Employees shall be adjusted as

quickly as possible. It is understood that an Employee has no grievance until they have first given their supervisor an opportunity to address their concern. The procedure for adjustment of grievances shall be as follows:

#### **FIRST STEP**

- (a) In the case of a grievance other than a grievance dealing with suspension or discharge, the Union will present this grievance in writing to the Service Delivery Manager or designate within seven (7) working days from the time the Employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance.
- (b) Within seven (7) working days of the filing of such a grievance in writing, a written decision from the Director of Maintenance must be communicated to the Union Representative.

#### **SECOND STEP**

- (a) In the event that a written grievance is not satisfactorily resolved at the first step it may be presented to the Director of Maintenance or their designate within ten (10) working days of the date the decision ought to have been given at Step 1.
  - (b) A meeting shall be scheduled within seven (7) working days (or another mutually agreed upon date) to discuss the grievance. The Employee and the Union (which may include a National Representative where the Union so
-

requests) and the Director of Maintenance and/or their designate may participate. Within five (5) working days of the presentation of the grievance at Step 2 a written decision must be rendered by the Operations Manager.

- 42.4 Either the Employer or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Union and the Employer. Such grievances shall commence at Step 2 of the grievance procedure.
- 42.5 An Employee who is suspended or discharged may file a grievance at Step 2 of the grievance procedure provided the grievance is filed within three (3) days after the suspension or discharge is issued.
- 42.6 All written settlements of grievances shall be final and binding on the Employer, the Union and the Employee(s) concerned.
- 42.7 The Union has carriage of the grievance and shall be present at all steps of the grievance procedure.
- 42.8 The Company agrees that all time spent by the Union Representative attending meetings at Step 1 and Step 2 of the grievance procedure shall be paid at straight time rates of pay and shall not compound into overtime rates of pay.

- 42.9 Any grievance not settled after exhausting the grievance procedure may be submitted to Arbitration by either the Union or the Company giving written notice addressed to the other party within ten (10) working days of the date of the decision at Step 2 of the grievance procedure. If the Company and the Union are unable to agree on the appointment of an arbitrator, either of the parties may then request that the Minister of Labour appoint an arbitrator.
- 42.10 The arbitrator shall not have the right to alter or change any provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms of this Collective Agreement.
- 42.11 Each of the parties will equally bear the fees and expenses of the arbitrator.
- 42.12 The time frames referred to in Article may be extended by mutual agreement in writing between the Parties.
- 42.13 In the event a grievance is settled and a payment is required, the Company shall issue the pay on the next applicable pay period.

### **ARTICLE 43 - BULLETIN BOARDS**

43.1 The Company shall supply a bulletin board for the Union's use, to be located in a conspicuous place that is mutually satisfactory, for the posting of Union information by Union officials. All notices will be authorized by the Chairperson of the Union Committee.

### **ARTICLE 44 - UNION FACILITIES**

44.1 The Employer agrees to provide the Union with a suitable space for conducting confidential discussions with employees. Further, the Employer agrees to provide a locking filing cabinet for exclusive use by the Union committee.

### **ARTICLE 45 - JOB ADAPTATION**

45.1 The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to disability.

### **ARTICLE 46 - WAGE RATES**

Attached as Appendix "A"

### **ARTICLE 47 - TERM OF THE AGREEMENT**

48.1 This Collective Agreement shall commence on October 22, 2018 and shall remain in force and effect for the period of four (4) years until October 23, 2022 and shall continue from year to year thereafter



provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice of the other party to terminate this Collective Agreement or to negotiate revisions hereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

On Behalf of  
the Company:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager

On Behalf of  
the Union:



\_\_\_\_\_  
Sam Snyder,  
Unifin National Representative



\_\_\_\_\_  
Colin James,  
Unifin Local 222 President

## Letter of Understanding #1 - Joint Labour Management Committee

The committee shall be established within 30 days after ratification and shall meet a minimum of four (4) times per calendar year. Any additional meetings must be mutually agreed upon. The parties may decide to “waive” a meeting.

At the first Joint Labour Management Committee meeting, the Committee will establish a *Terms of Reference Document* that will outline the following:

- Agenda design and distribution;
  - Standing agenda items to include:  
Apprenticeship, WFA, maintenance KPI’s;
- Taking and distributing minutes;
- Responsibilities of Chair/Co-Chair;
- Parameters of grievance discussions;
- Dealing with “walk-on” items;
- Any other applicable issues.

The Union committee shall consist of the unit chair and the Union President and/or the National Representative may attend. The Union President or National Representative may assign a designate to attend in their absence, but the designate cannot be another bargaining unit member. The Company representatives shall consist of the Operations Manager or designate and the Director of Maintenance or designate. The Company agrees to pay all lost wages for the bargaining committee members.

The purpose of this committee is to meet to build respectful labour relations, discuss workplace related issues and work towards problem solving the related issues ie.) Working conditions, schedules, communications, service improvements, etc.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

On Behalf of  
the Company:

On Behalf of  
the Union:



---

Dan McKinnon,  
Operations Manager

---

Sam Snyder,  
Unifor National Representative



---

Shaw Dungate,  
Service Delivery Manager

---

Colin James,  
Unifor Local 222 President

### Letter of Understanding # 3 - Training

The Company shall ensure that all truck and coach 310T mechanics are certified diesel technicians and have their CZ license. The Company will ensure that all mechanics receive training on all systems, components and sub-components of revenue servicing vehicles with an initial training program of 40 hours and an additional 8 hours on an annual basis.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

On Behalf of  
the Company:

On Behalf of  
the Union:



---

Dan McKinnon,  
Operations Manager

---

Sam Snyders,  
Unifor National Representative



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Shaw Dungeat,  
Service Delivery Manager

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Colin James,  
Unifor Local 222 President

## Letter of Understanding # 4 - Employment Equity

The Company is committed to focus on increasing the representation of the four designated groups (i.e. Woman, visible minorities, Native Canadians and persons with disabilities) in occupations throughout the bargaining unit, and, where applicable, to recommend areas for negotiation by the parties for necessary modifications to the Collective Agreement to meet the requirements of the law. The purpose of these discussions will be to enhance Employment Equity in the Bargaining unit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

On Behalf of  
the Company:

On Behalf of  
the Union:



\_\_\_\_\_  
Dan McKinnon,  
Operations Manager

\_\_\_\_\_  
Sam Snyders,  
Unifor National Representative



\_\_\_\_\_  
Shaw Dungate,  
Service Delivery Manager

\_\_\_\_\_  
Colin James,  
Unifor Local 222 President

## APPENDIX A

<b>Mechanic Journey</b>	Date of Ratification	Date of Ratification 2019	Date of Ratification 2020	Date of Ratification 2021
Start Rate	\$33.91	\$34.50	\$35.02	\$35.72

<b>Parts Coordinator</b>	Date of Ratification	Date of Ratification 2019	Date of Ratification 2020	Date of Ratification 2021
Start Rate	\$20.66	\$20.91	\$21.22	\$21.65
After 520 hours	\$21.12	\$21.43	\$21.75	\$22.19
After 2080 hours	\$21.78	\$22.11	\$22.44	\$22.89

<b>Wash Bay</b>	Date of Ratification	Date of Ratification 2019	Date of Ratification 2020	Date of Ratification 2021
Start Rate	\$15.97	\$16.20	\$16.45	\$16.78
After 520 hours	\$16.48	\$16.73	\$16.98	\$17.32
After 2080 hours	\$17.51	\$17.77	\$18.04	\$18.40

<b>Service Person</b>	Date of Ratification	Date of Ratification 2019	Date of Ratification 2020	Date of Ratification 2021
Start Rate	\$20.60	\$20.91	\$21.22	\$21.65
After 520 hours	\$21.63	\$21.95	\$22.28	\$22.73
After 2080 hours	\$22.66	\$23.00	\$23.34	\$23.81

## APPENDIX B

<b>Mechanic</b>				
	NAME	PWT START DATE	Vacation Entitlement Date	Category
1	Scott Brent	1/1/2017	9/23/2002	Mechanic
2	Chris Cook	8/14/2017	8/14/2017	Mechanic
3	Boyd Lee-Watson	5/22/2018	5/22/2018	Mechanic
4	Niko Bani	8/7/2018	8/7/2018	Mechanic

<b>Service Person</b>				
	NAME	PWT START DATE	Vacation Entitlement Date	Category
1	Jason Smith	1/1/2017	6/9/2014	Service Person

**Apprentice Journeyman**

	NAME	PWT START DATE	Vacation Entitlement Date	Category
1	Michael Cowan	8/30/2017	8/30/2017	Apprentice

**Wash Bay**

	NAME	PWT START DATE	Vacation Entitlement Date	Category
1	Simplicio Jr. Fernandez	1/1/2017	1/26/2015	Wash Bay Attendant
2	Thomas Bell	1/13/2017	1/13/2017	Wash Bay Attendant
3	Albert Bush	9/25/2017	9/25/2017	Wash Bay Attendant
4	Catrina Gland	8/17/2018	8/17/2018	Wash Bay Attendant

**Parts Coordinator**

	NAME	PWT START DATE	Vacation Entitlement Date	Category
1	Tracy Parks	1/1/2017	3/10/2009	Parts Coordinator



## APPENDIX C



### **Skilled Trades Apprenticeship language for The Collective Agreement**

#### ***Between:***

**Pacific Western Transportation (Whitby Terminal)**

***-and-***

**Unifor and its Local 222**

### **APPRENTICESHIP PROGRAM**

#### **1) APPRENTICESHIP STANDARDS**

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Unifor and its Local **222**.

#### **2) PURPOSE**

The purpose of these standards is to make certain that extreme care is exercised in the selection of candidates and that the methods of training are uniform and sound, with the result that they will be equipped for profitable

employment, and to further he assurance of the Company of proficient employees at the conclusion of the training period.

### 3) **DEFINITIONS**

a) The term “Company” shall mean **Pacific Western Transportation (Whitby Terminal)**.

b) The term “Union” shall mean the duly authorized representatives of Unifor and its Local Union **222**.

c) “Director” shall mean the Director of Apprenticeship with the Ministry of Training, Colleges, and Universities.

d) “Training Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and registered with the Director.

e) “Committee” shall mean the Joint Apprenticeship Committee.

f) “Operations Manager” shall be the Company representative on the committee, who will also Chair the committee.

g) “Standards of Apprenticeship” shall mean this entire document, including these definitions “Act” shall mean the Ontario College of Trades and Apprenticeship Act of 2009.

### 4) **APPLICATION**

Application for the apprenticeship will be received by the Operations Manager of the Company from the applicants considering they are eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However,

it is understood that the final selection and the hiring of the apprentices is the sole responsibility of the Company.

#### 5) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

In order to be eligible for the apprenticeship under these standards, the applicant must meet the following qualifications:

The candidate has successfully completed the academic standard prescribed by the regulations for the trade or must have a Provincial Secondary School diploma or its equivalent.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for the applicants who have unusual qualifications and shall not be inconsistent with the Act.

It is understood that all applicants must successfully pass the Company's regular employment requirements including aptitude testing, reading comprehension, mathematics and mechanical comprehension.

#### 6) **CREDIT FOR PREVIOUS EXPERIENCE**

At the discretion of the Ministry of Training, Colleges and Universities (MTCU) training consultant, credit for prior experience in the applicable trade may be given after evaluation and shall not be inconsistent with the Act. Review will be made prior to the completion of the apprentice's probationary period.

7) **TERM OF APPRENTICESHIP**

The term of apprenticeship shall be established by the Ministry of Training, Colleges and Universities, these standards of apprenticeship in accordance with the schedule of work, processes and related instruction as outlined in #12 – Wages, shown below.

8) **PROBATIONARY PERIOD**

The first six months for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.

9) **HOURS OF WORK**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyman employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen/journeywomen established by these standards is maintained.

10) **RATIO**

The ratio of apprentice to journeyman shall not exceed two (2) apprentices to each five (5) journeymen in the trade in which he/she is apprenticed.

11) **WAGES (*The Company will pay apprentices as per the Ontario Board of Trades requirement*)**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1,000 hours - not less than 60% of the journeyperson wage rate

2nd 1,000 hours - not less than 65% of the journeyperson wage rate

3rd 1,000 hours - not less than 70% of the journeyperson wage rate

4th 1,000 hours - not less than 75% of the journeyperson wage rate

5th 1,000 hours - not less than 80% of the journeyperson wage rate

6th 1,000 hours - not less than 85% of the journeyperson wage rate

7th 1,000 hours - not less than 90% of the journeyperson wage rate

8th 1,000 hours - not less than 95% of the journeyperson wage rate

a) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

b) Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.

c) Apprentices will sign a waiver to allow the joint

apprenticeship committee access to academic and attendance records at the college.

d) Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to the level of 80% of the journeyman rate.

e) An employee entering the apprenticeship program from the plant or facility will not receive a reduced hourly rate, and the hourly rate will progress once they have the required hours as per the chart above.

### 12) **ACADEMIC TRAINING**

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are per the Ministry of Training, Colleges and Universities Apprenticeship Training Standards. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the MTCU of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

### 13) **JOINT APPRENTICESHIP COMMITTEE**

A committee made up of equal members of management and union representatives will make up the joint apprenticeship committee. The Union member will be a skilled trades' journeyman and shall be appointed by the union.

The Chairperson of the joint apprenticeship committee shall be the Company representative or the Supervisor of Apprentices. The Committee shall meet during the joint labour management committee meetings unless otherwise agreed. It shall be the duty of the Committee:

- a) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- b) To review applicants for apprenticeship. Final approval by the Operations Manager.
- c) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- d) To offer constructive suggestions for the improvement of training on the job.
- e) To certify the names of graduate apprentices to the Ministry of Training Colleges and Universities (MTCU) and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the MTCU unless recommended by the Committee.
- f) To review the supervisor's monthly report on each apprentice.
- g) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

14) **SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of the Operations Manager and under the immediate direction of the maintenance supervisor of the department to which they are assigned. The Operations Manager is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training.

The Operations Manager or an individual charged with this responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the maintenance supervisor under whom the apprentices receive direction, instruction and experience. They shall make a report at least every thirty (30) days to the Operations Manager on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

15) **SENIORITY**

The apprentices will exercise their seniority in their own category of employment.

16) **APPRENTICESHIP AGREEMENT**

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Operations Manager and registered with the MTCU.



The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Ministry of Training, Colleges and Universities
5. The Local Union
6. Unifor National Union

17) **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will recommend to the Ministry of Training, Colleges, and Universities, that a certificate of completion of Apprenticeship, be issued to the apprentice. No certificates will be issued by the MTCU unless recommended by the Committee.

18) **CERTIFICATE OF QUALIFICATION**

Once the apprentice has received their Completion of Apprenticeship, the employee will arrange to sit and write for the Certificate of Qualification within one year. The Company will provide any support needed to pass this exam, such as paying for the employee to attend a pre exam course.

In addition to the items outlined above, the Company and the Union further agree to the following:

1. The Company will reimburse the employee for eye exams or prescription eye glasses/lenses up to a maximum of \$400.00 every two years upon submission of supporting documentation.
2. The Company will provide \$300 tool allowance on a semi-annual basis to journeyman mechanics.
3. The Company agrees that discipline that pre-dates January 1, 2018 will not be relied upon by the Employer for the purpose of determining or imposing discipline that occurs under the collective agreement.
4. The Company agrees to provide a lead hand premium of \$1.00/hour for all hours worked by an employee designated by the Company as a lead hand.
5. The Company is committed to relocating the parts coordinator into a more suitable office space, complete with a desk, filing cabinet, computer, chair, etc. within 90 days post ratification. The Company understands that the person filling this role needs to have an office with permanent walls and a door so that climate can be controlled, but easily accessible to the mechanics and the shop floor. The likely location for this new office will be the front office, currently being used as the driver's room. In the event this location is not approved for renovation by Dancorp (building owner), the Company will endeavor to renovate and/or supply an alternate office space.

6. The Company agrees that all other terms and conditions will remain “status quo”.
7. Upon ratification, the Company will approach their principles to discuss the possibility of a contribution to UNIFOR’s PEL.

## NOTES

**TAB 12**

August 14, 2022

# Highlights of a Tentative Agreement

*between*

## Durham Region Transit Commission

*and*

## Unifor and its Local 222

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### Four-Year Term • 2021-2025

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*Greetings Sisters & Brothers,*

The Bargaining Committee would like to take this opportunity to thank each and every one of you for your patience and support during this unprecedented round of bargaining.

The Union has reached a tentative Collective Agreement that gives us stronger language, competitive wage increases over the four years and an agreement that will ensure work stability and growth for the foreseeable future.

Your Bargaining Committee is **unanimously recommending ratification** of this tentative agreement.

*In Solidarity: Your 2022 Unifor DRT Bargaining Committee*

Ian Sinnott

Gordon Trotter

Peter Hansen

Luci Oddi

Tonya Carnegie

Steve Williamson

Raymond Kilty

Kelly Grady

Jeff Gray

Sam Snyders

President Local 222

National Representative

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

WHEREAS the parties have met to negotiate a renewal of the collective agreement between the parties which expired on February 28, 2021 ("Expired Collective Agreement");

AND WHEREAS the parties wish to resolve all outstanding issues between the parties;

NOW THEREFORE the parties agree as follows:

1. The parties agree that the collective agreement shall be renewed for a period of four (4) years from March 1, 2021 to February 28, 2025 ("New Collective Agreement") and shall include the amendments set out in the executed agreed to items attached hereto as Tabs A and B. All other terms of the Expired Collective Agreement not expressly amended in accordance with the Memorandum of Agreement, and attachments hereto, shall be incorporated into the New Collective Agreement.
2. All adjustments to compensation are prospective in nature, unless expressly provided for in this Memorandum of Agreement and attachments hereto.

3. Retroactivity for wages will be based upon all hours paid from March 1, 2021 and shall be paid no later than ninety (90) days after the Agreement is ratified by both parties.
4. Employees who have terminated their employment since March 1, 2021 are entitled to payment of the general wage increase only, excluding the employee appreciation bonus, for the period of March 1, 2021 to the date of termination.
5. Any proposals not specifically referenced in this Memorandum of Agreement, and attachments hereto, shall be withdrawn/abandoned save and except notices to the Union not expressly withdrawn in writing.
6. Any errors or omissions in this Memorandum of Agreement or attachments hereto shall be mutually resolved by the parties.
7. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum of Agreement and attachments hereto to their respective principals.

**The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.**

**For the Commission**

**For Unifor**




\_\_\_\_\_  
**(Kelly McDermott on behalf of  
 DRT Bargaining Committee)**

\_\_\_\_\_  
**(Jeff Gray on behalf of  
 Unifor Bargaining Committee)**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_



**TAB A**

**IN THE MATTER OF NEGOTIATIONS**

**BETWEEN:**

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

**The parties principally agreed to the following amendments to the Collective Agreement pending signature and ratification:**

- 1. Housekeeping:** Revise entire agreement to ensure it is gender neutral throughout.
- 2. Introduce Article 4.05, as indicated in bold and italics, as follows:**

***The Commission will provide Unifor a mailing list of home addresses, personal email addresses and telephone numbers of all Unifor members on or about April 1<sup>st</sup> of each calendar year. The list will be generated from the information that the Employer has on file. The Commission will not be held liable for the accuracy of the list nor for the use of the information by the Union.***

- 3. Amend Article 14.06 as follows:**

***The Commission shall post electronically or on the bulletin boards the name of the successful applicant. Management will endeavour to fill the position within 30 days of the notice of the award and will fill the position no later than 90 days of the notice of the award unless otherwise agreed to by the parties. It is understood that such agreement to extend shall not be unreasonably denied.***

- 4. Amend Article 14.07(a), as indicated in bold and italics, to read as follows:**

**An employee who has successfully applied for a job vacancy shall serve a trial period of sixty (60) working days which may be extended for another sixty (60)**

working days by mutual agreement between the Union and the Commission. During the trial period, the employee is precluded from applying to positions in the same classification.

~~Once an employee has successfully completed their trial period they shall not be permitted to apply for positions in the same classification for a period of four months from the date that the trial period is completed, unless there would be a change in status from part-time to full-time or vice-versa.~~

5. Amend Article 16.03, as indicated in bold and italics, as follows:

An employee laid off due to a reduction in the work volume shall retain the seniority with which he/she left the Commission, provided that the period of layoff is less than 36 months and provided that the person is available for work within 10 days of a registered letter being sent to his/her last known address. To qualify for ***recall*** rehiring, a person shall be fit to carry out the work, and if considered advisable by the Commission, may be required to take a medical examination. A person who is not available for work within 10 days or who is rehired ***recalled*** after more than 36 months shall start work with no seniority.

6. Introduce Article 25.02(e) as follows:

***To be considered for the use of a lieu day or single vacation day a request form must be filled out no later than 12 o'clock pm the day before. Where such requests are operationally feasible, they shall not be unreasonably denied.***

7. Introduce Article 21.01(f) as follows:

***When death occurs of an employee's niece or nephew, the employee on request, will be excused with pay at the regular wage rate for one normally scheduled working day of his/her choice at the time of death or the funeral.***

8. Introduce Article 21.01(g) as follows:

***Where tradition dictates or delayed services occur (Interment or memorial) the amounts in paragraphs (a) and (c) may be used over two (2) separate occasions within six (6) months of the date of loss.***

9. Amend Article 22.02, as indicated in bold and italics, to read as follows:

An employee may begin pregnancy leave ~~no earlier than 17 weeks before the expected birth date.~~ ***In accordance with the requirements of the Employment Standards Act, 2000, as may be amended from time to time.***

10. Amend Article 23.01, as indicated in bold and italics, to read as follows:

Parental Leave may begin no more than ~~52~~ **78** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

11. Amend Article 23.04, as indicated in bold and italics, to read as follows:

Employees who take pregnancy leave are entitled to take up to ~~35 weeks~~ **61 weeks** of parental leave. All other new parents are entitled to take up to ~~37~~ **63 weeks** of parental leave. An employee may end his or her parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

12. Introduce Article 25.05(iv) as follows:

***Employees in the Maintenance and Equipment department assigned to a 10-hour shift shall be scheduled four consecutive working days with three consecutive days off.***

13. Effective December 1, 2022 (commencement of accumulation period), amend Article 27.07(b), as indicated in bold and italics as follows:

Regular employees must indicate if they wish to bank overtime for this purpose ***before the commencement of the accumulation period i.e. before December 1st end of January*** ~~November of each year~~. Regular employees may opt out at any time during the calendar year in which the overtime is being accumulated, ***but may not after the accumulation period has ended i.e. after December 31st November 30<sup>th</sup> of that year.***

14. Effective December 1, 2022 (commencement of accumulation period), amend Article 27.07(c), as indicated in bold and italics, as follows:

Banked time will be earned ***accumulated from December 1st to November 30<sup>th</sup> of the current calendar year and scheduled to be used from January 1st to December 31<sup>st</sup> of the*** ~~throughout the current calendar year. Banked time off is to be taken in the following calendar year.~~

15. Amend Article 28.01(b)(ix), as indicated in bold and italics, as follows:

***Operators on an authorized leave of absence shall not sign-up for a crew unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up.*** Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned to the Spare Board pending the next period of Sign-Ups.

16. Amend Article 28.02(b)(x), as indicated in bold and italics, as follows:

***Specialized Service Operators on an authorized leave of absence shall not sign-up for a crew unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up.*** Specialized Services Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned work by Commission.

17. Amend Article 28.03, as indicated in bold and italics, as follows:

### **Special Sign Up**

- ~~a) In the case of special sign-ups such as Thanksgiving, or Christmas Holidays, etc. the Commission will post the "blocking list" for all employees 21 days prior to the date of signup, if applicable.~~
- ~~b) Regular Conventional Operators will only select a single conventional roster in accordance with the blocking list.~~
- ~~c) Regular Specialized Services Operators will only select a single Specialized Services roster in accordance with the blocking list.~~
- ~~d) Temporary, Part time, and then Students (if applicable) Operators will then select any remaining open work within their own Department (conventional or specialized services).~~
- ~~e) If additional work remains available, regular employees shall be offered the work as overtime and then the junior employee will be assigned the work if it is still available.~~

~~Effective the first Board Period of 2019, delete Article 28.03 and replace with the following: The Commission may post more than one pick during a Board Period sign-up to account for anticipated seasonal fluctuations i.e. Christmas Board and July 1<sup>st</sup> (when it falls on a weekend). Operators will select work from each pick in order of overall seniority during the Board Period sign-up. It is understood that the design and quantity of the paddles and rosters for these anticipated service fluctuations may be different than the design and quantity of the paddle and rosters for the regular Board Period in question.~~

***In the case of single day special sign-ups such as Thanksgiving, or Christmas Day, etc. the Commission will post the "blocking list" for all employees 21 days prior to the date of signup, if applicable.***

18. Introduce 28.05(b)(k) as follows:

***An employee on an authorized leave of absence shall not sign-up for a shift***

***unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up. They will be assigned to available open shifts.***

19. Amend Article 34.01, as indicated in bold and italics, as follows:

Where an accident, ***occupational or incident*** report has not been completed during the shift (***i.e. within the daily guaranteed hours of work***), the employee will be paid fifteen minutes at straight time rates to complete the report at the end of their shift. Any additional time over 15 minutes will be paid to the next even 10 minutes.

20. Amend Article 39.01 as follows:

Regular employees shall be entitled to the following paid holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Civic Holiday  
***National Day for Truth and Reconciliation (September 30<sup>th</sup>)***

and any national or provincial holiday declared by the Federal Government or the Government of Ontario. Employees who work on a paid holiday shall be paid at two times their regular rate of pay for all hours worked as well as the appropriate holiday pay. A minimum of four hours pay at straight time rates shall apply.

21. Note re Article 40.05. The Commission agrees to renew the May 13, 2020 MOU (re M&E vacation week 5 continuous days) for the duration of the Collective Agreement once ratified. It is understood that this MOU shall not form part of this Collective Agreement.

22. Amend Article 41.01(g), as indicated in bold and italics, as follows:

An employee shall be entitled to use up to ~~five (5) days~~ ***forty (40) hours*** per calendar year of their banked sick day credits to deal with family/dependent emergencies as defined by section 50 of the Employment Standards Act, 2000, as may be amended from time to time. ***This time shall be used in half or full shift increments only.***

23. Amend Article 42.04, as indicated in bold and italics, as follows:

Unifor Legal Services Plan

The Commission shall contribute 12 cents per regular hour of work per employee on a monthly basis towards the Unifor Legal Services Plan. ***It is understood that these contributions to active members can be used by retirees to access the Plan, but the Commission shall not make contributions on behalf of the retiree members.***

24. Amend Article 44.01(a), as indicated in bold and italics, as follows:

Operators in the Operations and Special Services Departments shall be issued the following uniform allotment upon successful completion of their ***probationary training*** period:

- 2 Pants                    1 Neck Sweater
- 4 Shirts                   1 Ball Cap
- (Short or Long Sleeve only)
- 1 Tie
- Rain Gear

Once a Regular Operator has completed his/her ***training probationary*** period, he/she shall be entitled to 390 points each calendar year. Operators may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

25. Amend Article 44.02(a), as indicated in bold and italics, as follows:

New hires in the Maintenance and Equipment Department shall be issued the following uniform allotment upon successful completion of their ***probationary training*** period:

- 4 Shirts
- 2 Work Pants
- 1 High Visibility Jacket
- Rain Gear (if required)

26. Amend Article 44.02(b), as indicated in bold and italics, as follows:

Once a Regular employee has completed his/her ***probationary training*** period, he/she shall be entitled to 230 points each calendar year. Employees may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

27. Amend Article 48.01, as indicated in bold and italics, as follows:

The Commission agrees to allow employees one minute of silence at 11:00 am on April 28 of each year in observance of those workers killed on the job.

***The Commission agrees to allow employees one (1) minute of silence at 11:00am on December 6th of each year in observance of the women killed in the Montreal Massacre.***

***The Commission agrees to allow employees two (2) minutes of silence at 11:00am on November 11th of each year in remembrance of the men and women who served and continue to serve our country in times of war, conflict and peace.***

***These minutes of silence shall be subject to management's administrative direction.***

28. Amend Article 50.01, as indicated in bold and italics, as follows:

The Commission will provide ***access to an electronic and paper*** copy of the collective agreement to each employee within 90 days of ratification of the Collective Agreement. All new hires will be ***provided access to an electronic and paper*** copy of the collective agreement. The Commission will also provide ***access to an electronic and paper copy*** of the benefit booklets to each employee.

29. Update following job titles in Schedule A, without any impact to substance or compensation for the position:

- a. Transit Secretary to Payroll Clerk
- b. Janitor to Building Serviceperson

### **LETTERS OF UNDERSTANDINGS ("LOU")**

30. Delete the following LOUs:

- a. Lead Hands in Maintenance and Equipment (p. 61)
- b. Master Sign Up (p. 62)

31. Renew the following LOUs:

- a. Retiree Benefits (p. 49)
- b. Part Time Employees (p 51)
- c. Quality of Work and Working Conditions for Operators (p. 52)
- d. Temporary positions (p. 60)
- e. Domestic Violence (p. 64)

f. Temporary Employees (p. 66)

**32. Amend LOU re Bargaining Unit Compliment as follows:**

The Commission undertakes that there will not be less than 275 325 persons in the bargaining unit for the duration of the collective agreement.

**33. Introduce a new LOU re Short Term Income Protection Plan ("STIPP"):**

*The parties agree to meet during the life of the 2021 Collective Agreement to discuss the introduction of the STIPP (that mirrors the management and exempt plan) whereby full-time employees can either elect into STIPP or remain in the sick leave credit program as enumerated in Article 41.*

The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.

**For the Commission**

**For Unifor**



**(Kelly McDermott on behalf of  
DRT Bargaining Committee)**

**(Jeff Gray on behalf of  
Unifor Bargaining Committee)**

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**TAB B**

**IN THE MATTER OF NEGOTIATIONS**

**BETWEEN:**

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

**The parties principally agreed to the following amendments to the Collective Agreement pending signature and ratification. Any proposals not specifically referenced in Tab A, B and notices to the Union (re Articles 27.06 and 42) in the Commission's March 29, 2021 proposal, shall be deemed withdrawn.**

**1. Amend Article 39.09 as follows:**

Any employee who is not a regular employee shall receive holiday pay pursuant to the Employment Standards Act, 2000. A Part-Time employee shall be entitled to holiday pay pursuant to the Employment Standards Act 2000 for the Civic Holiday *and the National Day for Truth and Reconciliation*.

**2. Amend Article 56.01 as follows:**

This Agreement shall be construed as having come into force on the 1st of March, **2021** and shall continue in force up to and including **February 28, 2025** and thereafter, until terminated as hereinafter provided. Such termination may be effected on **February 28, 2025**, or at any later date but only by notice in writing being given by either party to the other at least 90 days prior to such date of termination.

**3. Renew the following Memorandum of Agreements (not incorporated in or to be incorporated in the Collective Agreement) up to February 28, 2025:**

- a. Mileage for Cross Divisional Work dated October 12, 2018;

- b. Maintenance and Equipment Continuous Days' Vacation dated May 13, 2020.

**4. Renew the following LOUs:**

- a. Master Sign-ups for Spare Board and Vacation Relief
- b. Spare Board (delete para 3 save and except sentence "the final decision about the content of the rules rest with the Commission")
- c. Transfer lists for reassignment
- d. Straight Shifts for conventional Operations

**5. Delete the following LOUs:**

- a. Women's Advocacy
- b. 10 Hour Shift in Maintenance

**6. Amend existing LOU on Joint Committee on Master Sign-Up as follows:**

***The parties shall meet during the life of the Collective Agreement to discuss the creation and formation of a Master Sign-Up process for DRT scheduled services at all locations, including the new garage at 2400 Thornton Road.***

**7. Delete existing LOU re Women's Advocacy and replace with the following LOU re Unifor's Women's Advocate:**

***The Employer agrees, on a one time basis, to provide a period of 40 hours of paid leave to enable a Women's Advocate to be trained by Unifor. In addition, the Employer will provide an information session to the Advocate regarding existing policies, protocols, and resources available through the Employer to assist employees. It is understood the sole purpose of the Women's Advocate will be to provide information regarding resources available to employees and that this advocate is not responsible for overseeing health and safety matters, such as domestic violence and abuse, of its members and is required to immediately bring any such matters that comes to their attention to human resources for actioning. This Letter of Understanding, and the role of the Advocate, shall be on a trial basis and shall terminate with the 2021-2025 Collective Agreement unless the parties agree otherwise.***

**8. Delete existing LOU re 10 Hour Shift in Maintenance and replace with the following:**

***The parties shall meet during the life of the Collective Agreement to discuss the feasibility of introducing additional 10 hour shifts in the***

**Maintenance and Equipment Department.**

9. Delete LOU re Truck and Coach Apprenticeship and replace with as follows:

***The parties agree to schedule a meeting within a year of ratification to discuss strategies to promote truck and coach apprenticeships within the bargaining unit and an apprenticeship training program. This meeting shall be augmented by a representative from Unifor national. The parties agree that the ultimate decision to permit such apprenticeships and the related training program shall rest with management.***

10. Amend LOU re Travel Time:

- a. The Commission will provide transportation from the end point of paddle to the original paddle starting point using a variety of different transportation methods, including regular routes and/or shuttles ***and the Commission shall endeavour to do so within thirty-five minutes for at least 90% of paddles and no later than forty-five minutes for all remaining paddles. Where the travel time exceeds these parameters, the applicable employees will be paid at straight time in excess of the 8-hour guarantee.***
- b. If an Operator misses the DRT route (currently known as 223 917) from end point of paddle through no fault of their own, the Operator can take the GO train from Pickering to Ajax at no cost to the Operator

11. Introduce the following LOU re Transit Pass

***Employees of Durham Region Transit ("DRT") will be allowed to ride DRT transit for free provided they carry their transit ID with them.***

12. Introduce new LOU re Washroom Facilities

***The Commission will develop and implement a terminal strategy with a view to establishing washroom facilities at major terminals and stations. The availability of a washroom facility will be considered when developing routes.***

13. Introduce new LOU re Maintenance Work:

***The parties will meet during the life of the Collective Agreement to discuss ways to maintain maintenance work within the bargaining unit, save and except warranty work. However, it is understood that any final decisions with respect to work allocation rests with the Commission.***

**14. Introduce LOU re On Demand Services not to be incorporated in the Collective Agreement:**

**WHEREAS Durham Region Transit Commission ("DRT") has always provided a combination of scheduled services and demand response services (specialized and on-demand) to support the delivery of an efficient and reliable transit system in Durham;**

**AND WHEREAS demand response services have historically represented less than three (3) percent of DRT's transit ridership and this number is expected to decline.**

**AND WHEREAS the cost of contracting-in the above noted work would be \$9 million annually, or 9% of DRT's annual operating budget, which would directly impact DRT's ability to maintain the current bargaining unit compliment and result in the cancellation of over 10 per cent of scheduled services with significant impacts to the residents of Durham;**

**AND WHEREAS the cost of contracting-in all scheduled service can only be achieved by changing DRT's service delivery methods;**

**NOW THEREFORE DRT shall contract-in all scheduled services into the bargaining unit upon the expiration of the third-party contract and DRT shall fully-contract out demand response services (i.e. all specialized services and on demand services) during the life of this Collective Agreement on the following terms:**

- 1. Specialized Services Transition: all bargaining unit members in the Specialized Services unit will be re-assigned to similar positions within the Conventional Operations unit without loss of seniority, wage rate and benefits;**
- 2. Voluntary Separation Agreements for Senior Specialized Services Operators: In January of 2023, DRT shall offer to the four most senior specialized services operators an opportunity to enter into a Voluntary Separation Agreement with DRT which affords them three months of their regular salary for opting to retire no later May 1, 2023.**
- 3. Contracting-In All Scheduled Services Into the Bargaining Unit:**
  - a. DRT shall deliver all scheduled services through this bargaining unit within six (6) months of the transfer of demand response services to external contractors;**

b. Once the contracting-in occurs, DRT shall commence the transition with a view to fully operationalizing the following by no later than December 31, 2024:

- i. DRT shall increase scheduled services by 30,000 hours; and
- ii. DRT shall increase the bargaining unit complement by at least 35 new full-time bargaining unit positions, including bus operators, mechanics, and service persons, to support additional scheduled service to support the additional 30,000 scheduled service hours set out in paragraph 3(b)(i) above.

4. This Letter of Understanding does not preclude DRT's right to contract out in the future in accordance with Article 49. However, DRT remains committed to finding ways to grow the scheduled services in-house.

15. Amend Schedule "A" to account for the following general wage increase:

March 1, 2021- 2.00%  
March 1, 2022- 2.00%  
March 1, 2023- 2.25%  
March 1, 2024- 2.50%

**Employee Appreciation Bonus:** In addition to the foregoing, DRT shall provide all members a one-time, lump sum employee appreciation bonus to all full-time and part-time staff of \$1000 on ratification by both parties. This lump sum payment is equivalent to an additional 1.11 % annual wage increase for a full-time equivalent position and would be subject to normal statutory withholdings and deductions except for OMERS. This amount would not be deemed pensionable earnings pursuant to OMERS rules and regulations on the same.

16. **Creation of a new job classification:** Amend Schedule "A" to include a new classification entitled "DRT Ambassador". DRT will be introducing three new full-time equivalent positions with this job title in 2022. DRT shall meet with the Union to determine the applicable rate of pay having regard to the job duties.

17. Amend Schedule "A" as follows:

~~There shall be a training rate. The rate of pay for operators, service persons and students during their training period shall be the same as the probationary rate of pay for the applicable classification, however, training time shall not count towards an employee's probationary period. of 50 % the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the Employment~~

~~Standards Act 2000, as may be amended from time to time.~~

~~Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the Employment Standards Act 2000, as may be amended from time to time.~~

**The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.**

**For the Commission**

**For Unifor**



**(Kelly McDermott on behalf of  
DRT Bargaining Committee)**

**(Jeff Gray on behalf of  
Unifor Bargaining Committee)**

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**TAB 13**

# Charterways Transportation Limited

Ontario Labour Relations Board Reports

Ontario Labour Relations Board

BEFORE: Roman Stoykewych, Vice-Chair and Board Members G.O. Shamanski and B.L. Armstrong

October 27, 1994

3583-92-R

3584-92-R

## **[1994] OLRB Rep. October 1296**

National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) and its Local 222, Applicant v. Charterways Transportation Limited, The Corporation of the Town of Ajax, Responding Parties

## **Case Summary**

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@Y [QL:QUICKWDIGS/] @N

@Y [QL:QUICKWDIGS/] @N

@Y [QL:QUICKWDIGS/] @N

BUS DRIVERS

FEDERAL GOVERNMENT / JURISDICTION

JURISDICTION / CONSTITUTIONAL

PUBLIC EMPLOYEES

SALE OF BUSINESS / DETERMINATION

SALE OF BUSINESS / FEDERAL TO PROVINCIAL

SALE OF BUSINESS / SUCCESSOR RIGHTS

TRANSPORTATION



Sale of a Business - Union alleging "sale of a business" where municipality cancelling its contract with transit company and "taking back" operation of municipality's transit system - Transit company found in earlier Board decision to be federal undertaking - Labour Relations Act amendments providing in section 64.1 that successor rights provisions applying to federal-to-provincial sales, but amendments coming into force only on January 1, 1993 - Respondents asserting that transaction occurred on December 31, 1992 and that section 64.1 of the Act having no application - Respondents also denying that transaction amounting to "sale of a business" - Board satisfied that by acquiring substantial part of work force previously employed by transit company, municipality transferring to itself an essential element of that business - Board concluding that municipality's hiring of employees on and after January 1, 1993 triggering sale and that section 64.1 of the Act applying to the transaction - Board finding and declaring sale of a business

### **Statutes Considered:**

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Labour Relations Act, R.S.O. 1990, c. L.2, ss. 64, 64.1(1).

### **OLRB Cases Considered:**

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Charterways Transportation Limited, [1993] OLRB Rep. November 1125.

Durham Transport, [1978] OLRB Rep. September 818.

Municipality of Metropolitan Toronto, [1975] OLRB Rep. October 777.

Aircraft Metal Specialities, [1970] OLRB Rep. September 702.

Marvel Jewellery Limited, [1975] OLRB Rep. September 733.

Metropolitan Parking Inc., [1979] OLRB Rep. December 1193.

Culverhouse Foods Ltd., [1976] OLRB Rep. November 691.

The Tatham Co., [1980] OLRB Rep. March 366.

Charming Hostess, [1982] OLRB Rep. April 536.

Toronto College Street Centre, [1986] OLRB Rep. June 913.

Gordon's Markets, [1978] OLRB Rep. July 630.

Beef Terminal, [1980] OLRB Rep. August 1167.

Gallant Painting, [1991] OLRB Rep. September 1051.

Abyl Concrete Floor Limited, [1991] OLRB Rep. September 1051.

Accomodex Franchise Management Inc., [1993] OLRB Rep. May 579.

## Charterways Transportation Limited

British American Bank Note Company, [1979] OLRB Rep. February 72.

Parnell Foods Limited, [1992] OLRB Rep. December 1164.

The Corporation of the City of Stratford, [1985] OLRB Rep. June 923.

Thunder Bay Ambulance Services, [1978] OLRB Rep. May 467.

## **Other Cases Considered:**

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Syndicat national des employees del la Commission scolaire de l'outaovais (CSN) v. Union des employes de service local 298 (FTQ), Bibeault et al., [1988] 2 S.C.R. 1048.

APPEARANCES: L.N. Gottheil, Gord Vickers, Simon Threlkeld and Susan Collins for CAW Local 222; L. Steinberg, B. Quistgaard and Paul Middleton for London and District Service Workers' Union, Local 220; Thomas A. Stefanik, Bill Heslop and Don Dewar for Charterways Transportation Limited; Richard J. Charney, Rick Parisotto and Terry Barnett for The Corporation of the Town of Ajax.

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DECISION OF VICE-CHAIR, ROMAN STOYKEWYCH AND BOARD MEMBER B.L.  
ARMSTRONG

**1** This is an application pursuant to sections 1(4) and 64 of the Labour Relations Act.

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**2** Between 1977 and the events giving rise to this application, the responding party Charterways Transportation Limited (hereinafter "Charterways") had operated certain aspects of the public transit system of the responding party Corporation of the Town of Ajax (hereinafter "Ajax" or "the Town") pursuant to a contractual relationship. The applicant trade union, which had obtained bargaining rights with respect to employees of Charterways engaged in the performance of that contract, asserts that Charterways and the Town are common employers within the meaning of section 1(4) of the Act insofar as they exercise common direction and control over the operation of the transit system. In addition, the applicant union claims that the two responding parties have transacted a sale of a business as contemplated by section 64 of the Act by virtue of the Town cancelling its contract with Charterways and "taking back" the operation of the transit system. The respondents deny both allegations.

**3** It is the thrust of the union's contention that the Town hired virtually the entire complement of workers engaged in

## Charterways Transportation Limited

its local bus service formerly managed by Charterways, then used those workers to drive the same buses, on the same routes to the benefit of the same customers without any interruption of service. In the union's submission, the Town has become a successor employer under section 64 and 64.1 of the Act, with the result that the employees' right to union representation continues as well.

**4** Interwoven into the merits of this application is the question of the constitutional status of Charterways. Although for many years it had operated its various business concerns throughout Ontario within provincial jurisdiction, including those in the Town, it was pleaded by Charterways, and supported by the Town, that Charterways was a federal undertaking by virtue of its regular inter-provincial activities carried on by some of its Branches and that, as such, it was not subject to the provisions of the Labour Relations Act. The question of the constitutional status of Charterways' operations in Ontario, including those in the Town of Ajax, was raised simultaneously in the context of a Ministerial reference before another panel of this Board. In order to prevent undue delay in the determination of the present application and to avoid the unnecessary duplication of litigation, it was determined that the present panel would proceed with the merits of the instant application, but that any decision it would render would be subject to the determination with respect to the constitutional status of Charterways. On that basis, hearings were held on various dates commencing August 3, 1993.

**5** In the course of these proceedings, in a decision dated November 9, 1993, (Charterways Transportation Limited, [1993] OLRB Rep. Nov. 1125), the panel hearing the Ministerial reference determined that the operations of Charterways were a federal undertaking for constitutional purposes and that, therefore, its labour relations matters fell within federal jurisdiction. A hearing was held on November 29, 1993, to consider the submissions of the parties to the present application with respect to the status of the section 1(4) application in light of that finding. After considering those submissions, the present panel of the Board dismissed the application insofar as it related to section 1(4) of the Act. Under the circumstances of this case, it is clear that any order or direction that could be of practical significance to the parties would necessarily entail this Board assuming jurisdiction over the labour relations matters of Charterways, and thus, with respect to an entity over which this Board has no jurisdiction by virtue of the division of powers as contemplated by the provisions of the Constitution Act. Accordingly, the Board advised the parties on December 10, 1993 that it would no longer entertain the allegations concerning common direction and control pursuant to section 1(4). Thereafter, the scope of these proceedings was limited to those matters arising out of the applicant's claim that a sale of a business had been transacted as between Charterways and the Town.

## Charterways Transportation Limited

**6** Neither the Town nor Charterways maintained that the federal nature of Charterways undertaking presented a constitutional bar to our making a determination with respect to the sale of business allegation. However, by virtue of the determination that Charterways was a federal undertaking, any "sale" that might have occurred must now be characterized as one transpiring as between a predecessor employer in federal jurisdiction and a successor employer that operates within provincial jurisdiction. This raised the somewhat recondite issue of the precise timing of the alleged transaction and more particularly, the question of the applicability of the newly-proclaimed provisions of section 64.1(1) of the Labour Relations Act. That section came into effect as of January 1, 1993, and provides as follows:

64.1-(1) Section 64 applies with respect to the sale of a business when,

- (a) before the sale, collective bargaining relating to the business by the predecessor employer is governed by the laws of Canada; and
- (b) after the sale, collective bargaining relating to the business by the successor employer is governed by the laws of the Province of Ontario.

**7** Both the Town and Charterways argued that the provision was of no assistance to the applicant in this case because any transaction that may have occurred took place at some point in the evening of December 31, 1992. The respondents also argued that the provisions of section 64.1(1) had no retrospective effect and applied only to "sales" that occurred after January 1, 1993. It was conceded by the union that prior to January 1, 1993, the statute did not contemplate a sale of business from a federal to a provincial undertaking. (See Durham Transport [1978] OLRB Rep. Sept. 818; Municipality of Metropolitan Toronto [1975] OLRB Rep. Oct. 777). However, the applicant based its claim as to the applicability of that provision on the ground that the triggering events took place on or after January 1, 1993 and, in the alternative, that the provision had retrospective effect so as to apply to the transaction before us.

**8** Since the question of the applicability of section 64.1(1) necessarily depends upon certain findings that are essential to our determination as to whether there was a "sale" pursuant to section 64 of the Act, we reserved our decision on that matter and render our reasons for ruling herein.

## Charterways Transportation Limited

**9** The Town of Ajax is a municipal corporation charged with the responsibility of administering the affairs of the Town of Ajax in the Regional Municipality of Durham, and in particular, of providing a transit system to the public. Pursuant to this charge, the Town has established a Public Transit Department, known as "Ajax Transit", which provides to the public a regularly scheduled bus service. The scale of operations of the Ajax Transit system has expanded dramatically over the past twenty years, commensurate with the growth of the Town itself. It appears that in the mid-1970's, the "system" consisted of two buses operating on a single route. By contrast, at the present time Ajax Transit operates twenty-two conventional buses over eight regularly-scheduled routes in or around the Town, as well as a "Handi-Trans" programme, in which four vehicles equipped for the needs of the elderly or persons with disabilities are operated on a dispatch basis.

**10** At all relevant times the Town has owned the buses, bus shelters, bus stops and virtually all other tangible assets used in connection with the operation of the system. Since 1989, it has also owned the Transit facility in which those buses are garaged, cleaned and repaired. However, until the events which gave rise to the present application took place, the Town had never operated Ajax Transit directly. Instead, it has contracted for the provision of drivers, mechanics and cleaners who would operate the system. From 1977 to December 31, 1992, that contract was with the responding party Charterways.

**11** Charterways Transportation Limited is a large transportation undertaking operating in Canada and the United States. The company provides its transportation services in a number of forms. By far the largest portion of its business consists of the provision of school bus services to local school boards. In this capacity, the company owns and operates approximately 2,500 school buses in Canada, and almost twice that number in the United States. As its name suggests, Charterways also operates bus charter services that are available to the general public, and for which at least a portion of its school bus fleet is utilized. Finally, Charterways is in the business of operating transit systems for municipalities on a contract basis. In Ontario, Charterways operates or has operated three such systems, one of which was for the Town of Ajax.

**12** The company's head offices in Canada are located in London, Ontario, but it has established numerous sub-offices, called "Branches", throughout Ontario that are responsible for the day-to-day functioning of its various operations. Until 1993, Charterways' Ajax Branch was involved in the school bus and charter as well as the transit aspects of its operations. With respect to the former, Charterways owns and operates approximately 100 school

## Charterways Transportation Limited

buses out of its own Ajax facility pursuant to contracts with the several Boards of Education in the Durham and Scarborough regions, as well as with Ontario Hydro. To operate this system, Charterways employs, on a part-time basis, a large number of school bus drivers. The applicant has not obtained bargaining rights with respect to these employees and the operation of the school bus and charter service has not been substantially affected by the transactions giving rise to the present application. Accordingly, there is no claim with respect to bargaining rights as they may pertain to the employees in Charterways' school bus operation.

**13** What the applicant seeks is a declaration from the Board that the bargaining rights it obtained with respect to the full-time conventional and Handi-Trans drivers and the mechanics and cleaners employed by Charterways in its Ajax Transit operations have survived the Town's termination of its contract with Charterways and the "take back" of the transit operations. Specifically, the applicant asserts that these rights now attach to the Town of Ajax. Initially, these bargaining rights were obtained in the form of three separate certificates granted by this Board to the applicant in April, May and June of 1990 with respect to the above mentioned employees. However, in a subsequent collective agreement, which came into effect as of September 1, 1990, Charterways recognized the applicant as the bargaining agent for those employees in a single combined unit. As well, Charterways recognized the union as the bargaining agent "for any expansion of existing facilities in which work performed that is related to the mechanical maintenance and/or drivers of the Ajax Transit system located in the Province of Ontario". By all accounts, the collective bargaining relationship between the applicant and Charterways although brief, had been a harmonious one.

**14** The provision of the transit service to the Town by Charterways was regulated by a series of two-year contracts commencing in 1977. Initially, the contractual arrangement dealt only with the provision of a "conventional" bus service that was, as indicated, relatively modest in scale. However, over the years the scope of the operation not only expanded substantially, but by 1991, also included a separate, parallel arrangement for the provision of the Handi-Trans service. Although the specific terms of these rather complex and detailed agreements were modified from time to time, the essence of the arrangements remained the same: the Town supplied its fleet of buses, buildings, bus stops, signs, ticket and payment systems and schedules, while Charterways, on the basis of an hourly rate of actual operation, provided and co-ordinated a complement of trained drivers to operate the buses, and a group of mechanics and cleaners to maintain and repair the fleet. Charterways was also required to provide spare repair parts and fuel for the operation of the buses on an ongoing basis, for which they were reimbursed according to an arrangement set out in the agreement.

## Charterways Transportation Limited

**15** Initially, the agreement stipulated that the Town's buses would be garaged, repaired and maintained in Charterways' Ajax facility, out of which it also operated its school bus fleet. However, in December 1989, this arrangement was altered with the opening of the Town's own Transit Facility. At that time the transit operations of Charterways were transferred to the Town's facility at 110 Westney Road in Ajax. In operational terms, this meant that Charterways' "Transit Supervisor", who had "hands on" responsibility over the day-to-day co-ordination of the transit aspect of its business, and the drivers who operated the buses, now worked in or out of the Town's Transit Facility. In addition, Charterways' Maintenance Supervisor, and the four Charterways mechanics whose work he oversaw, now performed their work out of the Town's facility. The maintenance supervisor, however, was stationed at the Town's facility only on a part-time basis as he split his attention between the supervision of the mechanics and cleaners at the Transit Facility and of those at Charterways' remaining school bus operations. Finally, Charterways deployed a part-time dispatcher at the Ajax facility. However, Fred Thompson, the General Manager of the Ajax Branch of Charterways, whose responsibilities included both the transit and the school bus operations, was not stationed at the Town's Transit facility. Although a frequent visitor to the Town's transit facility as the company's liaison person with the Town, and although he was the Charterways official responsible for the performance of the contract, he retained his office in the Charterways facility.

**16** A review of the terms of the contract, which the evidence disclosed were substantially complied with and was operated on an arm's length basis, reveals that the Town retained a considerable degree of control over the operation of the transit system. Primarily, this aspect of the relationship was played out between Fred Thompson and Terry Barnett, the Town's Director of Transit. Barnett was Thompson's counterpart as the liaison person for the Town with respect to the performance of the contract. Barnett, who testified on behalf of the Town, was also the Town official ultimately responsible for the operation of Ajax Transit, and was actively involved in the operations of that enterprise. The extensive evidence of his activities revealed that his "hands on" managerial style meant that there were few aspects of the operation of Ajax Transit that did not bear his personal imprint, and that as a result, Ajax Transit was very much a creature of the Town. Thus, although the contract states rather generally that Charterways was to provide the Town with a "public bus transportation system", as a matter of practise the Town retained virtually complete control over the kind, number and appearance of buses that it would provide to Charterways; the routes and schedules pursuant to which the system would operate; the rates and method of collection of fares, including the introduction of new technology in this respect; the regimen and standards of repair, maintenance and cleaning of the fleet of buses, including the qualifications of the mechanics that were to perform

## Charterways Transportation Limited

the work; the nature, size and appearance of advertising that would appear on the buses; and other sundry details of the operation of the transit system. Certainly as far as the public was concerned, Charterways had no visible presence in the operation of the system: the buses all bore the logos or other identification of "Ajax Transit"; the drivers were required to dress in uniforms that, although belonging to Charterways, identified them as drivers of Ajax Transit; and all informational material provided to the public of course identified the system as that of Ajax Transit or of the Town of Ajax.

**17** For its part, Charterways' principal function under the arrangement was to recruit, hire, train, discipline, schedule and otherwise deploy an appropriately skilled complement of drivers, mechanics and cleaners. This personnel function was an important exception to the otherwise substantial control of the system exercised by the Town and was an area in which Charterways demonstrated a substantial degree of independence. Although according to the terms of the contract the Town could specify that drivers were to be, among other things, "polite and well-groomed at all times", and exhibit such salutary characteristics of bus drivers as maturity, emotional stability, courtesy, self-discipline, and honesty, it was in the field of recruitment and deployment of a skilled transport work force that Charterways exercised its entrepreneurial initiative and contributed its particular expertise.

**18** In this respect, the evidence reveals that the large majority of the drivers, mechanics and cleaners working in the transit portion of its Ajax operations were recruited from other aspects of Charterways' organization, including the school bus service in Ajax, and were selected, trained and their employment relationship administered according to methods and procedures established by Charterways. The complement of employees assembled over the years by Charterways to operate the Ajax Transit system exhibited a considerable degree of continuity, as is evidenced by their substantial seniority in both the Charterways system and with Ajax Transit itself. Upon reviewing the evidence, we are satisfied that this element of continuity was crucial to the proper operation of the transit system. In this respect, it is noteworthy that the importance of an identifiable and continuous work force is reflected in the terms of the contract between Charterways and the Town. Thus, one of the obligations that Charterways undertook in the operation of the system was that "the same vehicle operators will be regularly assigned to the Transit System to ensure route familiarity, system continuity, and allow passenger recognition." As we noted earlier, the terms of the contract were substantially complied with. To similar effect, Terry Barnett conceded in his evidence the importance of the driver recognition factor, allowing that the goodwill resulting from driver recognition would serve to maintain, if not increase, ridership. More generally, it is clear that Charterways considered its driver complement collectively as an essential asset in the operation of its business as it related to its transit operations.



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Indeed, the Vice-President of the Canadian Division of Charterways, characterized the Charterways work force as a group of "highly qualified professionals" that was the product of considerable investment in terms of training both by Charterways and, indirectly, by the Town itself.

**19** The decision to build its own transit facility signalled the first step in the Town's long-range plan to "take back" the operation of its transit system - a matter that was repeatedly characterized by Barnett as a "natural progression". Stripped to its essentials, it became increasingly clear to the Town that, with the growth in size of the transit system, it could operate the system more economically by itself than it could by utilizing a contractor to supply its work force. The "take back" process was given considerable impetus in early 1992 when the Town voiced its dissatisfaction over the implementation of the rate increases set out in the contract with Charterways, and more particularly, upon Charterways' refusal to "voluntarily" forego these increases in the ensuing discussions. Ultimately, after several months of negotiation that bore no tangible results as far as the Town was concerned, Town Council voted on July 20, 1992 to terminate the contract with Charterways as of December 31, 1992 and to commence the operation of the system on its own as of January 1, 1993. Even at that point, however, the matter was far from settled, and it was not until August 26, 1992 that the employees of Charterways received notice that their employment would not be continued beyond the termination of the contract with the Town.

**20** The task of preparing for the "take back" of the operations commenced in earnest by the fall of 1992. Given that the Town already had in place the material and, in many respects, the organizational elements of the transit system, the decision to run the transit system without the assistance of the contractor did not involve a significant alteration of the method of operation. Indeed, it appears that from the outset, it was the intention of the Town to alter as little as possible in terms of the operation of the system. In this respect, the evidence indicates that the transition from Charterways to the Town would have scarcely been noticed by the general public. Terry Barnett remained firmly in charge of the Ajax Transit organization. To replace the managerial and supervisory functions previously performed by Charterways personnel, the Town created a new managerial position in Ajax Transit, and hired Ron Roffey to fill it. Roffey, who had previous experience with neither the Town nor with Charterways, commenced his employment in mid-December. In addition, the duties of the Transit Facility's Office Manager were now expanded so as to include certain of the duties previously performed by Charterway's Transit Supervisor.

**21** By far the most significant transitional activity engaged in by the Town was the recruitment of a work force to operate the transit system. It appears that Charterways, upon the extinction of its transit operations in Ajax, had no

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comparable employment to offer to its complement of employees working on its Ajax Transit contract. Although it was open for those employees to apply for the part-time jobs in the school bus service, Charterways itself recognized that this was an unacceptable option given the substantially inferior terms and conditions of employment prevailing there. In any event, it appears that few if any of the former Charterways drivers engaged in the Transit aspect of its operation remained with the company after the termination of the contract with the Town.

**22** For its part, the Town was of the view that it was under no obligation to keep on the employees formerly employed by Charterways. It was Barnett's evidence that it was the intention of the Town to operate the Transit system on a union-free basis and to hire entirely on the basis of "merit". In this respect, he stated that although the former employees of Charterways were free to apply for positions with the Town, no "preferential treatment" would be accorded them in the open competition for the positions.

**23** However, the evidence is clear that the matter of previous employment with Charterways was far from being a matter of indifference to the Town. Notwithstanding Barnett's claims that the Town was, in effect, assembling a "new" work force, both the process by which the Town's employee complement was staffed and the result of the hiring process point instead to substantial continuity. Thus, contrary to the Town's human resources policy concerning hirings, the former drivers of Charterways were given special advance notice of the competition for the "new" positions. To similar effect, although the hiring process was nominally under the direction of the Town's Human Resources Department, the evidence revealed that the hiring was accomplished as a matter internal to Ajax Transit and that former employees of Charterways previously engaged in the supervision and training of drivers were retained by the Town, at least temporarily, to assist in the hiring process.

**24** Most striking of all, however, is the result of the hiring process, in which the Town retained a large majority of the former Charterways employees utilized in the operation of the Transit service. Thus, of the 12 full-time conventional drivers hired by the Town, nine (seven in a full-time capacity, and two in a part-time capacity) had previously worked for Charterways on its Ajax contract. Of the 13 part-time drivers hired by the Town, only two were from the "outside", the remainder being former Charterways drivers. In the case of the Handi-Trans service, all five drivers, including three full-time and two part-time, were retained. In total, of the thirty drivers hired by the Town, twenty-three, or almost four-fifths of its "new" operator complement, previously performed that work for Charterways on its Ajax contract. Cleaners and maintenance personnel hired by the Town exhibited a similarly high degree of success in obtaining jobs with the Town: two full-time mechanics and one part-time cleaner hired by the Town were

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previously employed by Charterways in its Ajax Transit operations; only one full-time cleaner was hired from "outside". These employees, along with the small number hired from "outside", were all given offers of employment that was to commence on January 1, 1993. The evidence revealed that the hirings were confirmed by Town council later in January. In sum, although the Town did not retain the entirety of the complement of employees previously employed by Charterways to perform its contract with Ajax Transit, we are nonetheless satisfied that what was retained was a substantial majority of them and that they constituted an identifiable, core group.

**25** However, the Town retained virtually no other aspects of Charterways' business. In contrast to the complement of drivers, mechanics and cleaners which, as indicated, was in substantial part retained, none of Charterways' managerial and little of its supervisory staff engaged in the performance of work at Ajax Transit remained with the Town upon the completion of the contract. In effect, the organization operating the transit contract in Ajax was disbanded by Charterways, and its managerial personnel was assigned elsewhere. Thus, Sherry Strong, the Transit Supervisor responsible for the day-to-day co-ordination of the transit operations, remained an employee of Charterways albeit in another capacity. Fred Thompson, the General Manager of the Ajax Branch, was redeployed to manage another Charterways Branch. As indicated above, in their place the Town hired persons from outside the Charterways organization to perform their functions. Nevertheless, certain parts of the Charterways supervisory complement remained intact in the Town's operations: the Town retained the services of Les Rae as supervisor of mechanics and Jack Kennedy as part-time dispatcher. Both had performed similar functions for Charterways.

**26** Similarly, the Town retained little or none of the tangible assets owned by Charterways since, as we noted above, virtually all the assets utilized in the operation of the Transit system were not only owned, but were substantially controlled by the Town throughout the duration of the contract. Provision was made to reconcile fuel accounts, tools and other operational items on a detailed and arm's length basis. Aside from a few pieces of furniture which it used in the Transit facility, and the uniforms worn by the drivers, Charterway's transit operations appeared to require the ownership of very few tangible assets. In any event, both the furniture and the uniforms were retained by Charterways upon the termination of the contract.

**27** As indicated earlier, Charterways' contract with the Town expired on December 31, 1992, and although there was substantial dispute in the evidence as to a purported "early termination" of the contract, it is clear that Charterways wound up its operations at the conclusion of the bus services that evening. Final fuel levels were reconciled, a dispute concerning parts inventory was deferred, and the sundry details relating to the termination of

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Charterways' activity appear to have been completed in the evening of December 31, at which time Charterways vacated the Town's facility. Although the Town engaged two persons to perform a special New Year's Eve service that evening on a casual basis, regular operations, utilizing the complement of drivers it had hired, commenced the next day. To the general public unaware of the termination of Charterways' contract, there would be no noticeable difference in the operations. Similarly little change would be appreciated from the perspective of the employees: substantially the same drivers would be performing the same work to achieve the same purpose within the same transit system, albeit for a different employer and under a different supervisor. Under these circumstances, the trade union claims, the Town has transferred to itself a part of Charterways' business.

**28** The question before this Board, then, is whether in these circumstances the Town's acquisition of the employee complement formerly engaged by Charterways is sufficient to trigger the "sale" provisions of the Act.

## III

**29** Section 64 of the Act reads in relevant part:

64.(1) In this section,

"business" includes one or more parts of a business; ("entreprise")

"predecessor employer" means an employer who sells his, her or its business; ("employeur precedent")

"sells" includes leases, transfers and any other manner of disposition; ("vend")

"successor employer" means an employer to whom the predecessor employer sells the business.

("employeur qui succede")

(1.1) This section applies when a predecessor employer sells a business to a successor employer.

(2) If the predecessor employer is bound by a collective agreement, the successor employer is bound by it as if the successor employer were the predecessor employer, until the Board declares otherwise.

(2.1) If the predecessor employer is a party to any of the following proceedings, the successor employer is a party to the proceeding as if the successor employer were the predecessor employer, until the Board declares otherwise:

1. A proceeding before the Board under any Act.

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2. A proceeding before another person or body under this Act or the Hospital Labour Disputes Arbitration Act.
  3. A proceeding before the Board or another person or body relating to the collective agreement.
- (2.2) If the predecessor employer has given or been given a notice relating to bargaining for a collective agreement or has requested the appointment of a conciliation officer or mediator, the successor employer is considered to have given or been given the notice or to have made the request, until the Board declares otherwise.
- (3) If, when the predecessor employer sells the business, a trade union is the bargaining agent for any employees of the predecessor employer, has applied to become their bargaining agent or is attempting to persuade the employees to join the trade union, the trade union continues in the same position in respect of the business as if the successor employer were the predecessor employer.

**30** The Board has long recognized that the purpose of the "sale of business" provisions in the Act is to provide a degree of stability to a trade union's bargaining rights upon the change of ownership of an undertaking. The successorship provisions of the Act were initially utilized primarily with respect to "paper transactions" engaged in for the purpose of eliminating trade union bargaining rights through a change in the identity of the employer. However, the Board has long recognized the further important collective bargaining purpose served in preserving trade union bargaining rights through the various legitimate transactions entailing a change in the identity of the employer (*Aircraft Metal Specialities* [1970] OLRB Rep. Sept. 702; *Marvel Jewellery Limited* [1975] OLRB Rep. Sept. 733). The concerns towards which the successorship provisions were addressed, and the labour relations purposes they serve, were set out fully in *Metropolitan Parking Inc.* [1979] OLRB Rep. Dec. 1193:

In the absence of a successor rights provision any change in the legal identity constituting the employer would destroy subsisting bargaining rights, whether they flow from certification or derive from a collective agreement with the predecessor employer. Incorporation of the business, its transfer to other individuals, or a change in partnership, would all effect a change in "the employer" even where the plant equipment, products and work force remain substantially the same. The employees might find themselves working at the same plant, at the same machine, under the same working conditions, with the same supervision, doing exactly the same job as they did before, but as a result of a transfer (of which they may not even be aware) their collective bargaining rights and their collective agreement would disappear. Section 55 [now 64] avoids this destruction of bargaining rights and prevents a dislocation of the collective bargaining status quo

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by transforming the institutional rights of the union and the individual rights of the employees, (both of which are grounded in the statute) into a form of "vested interest" which becomes rooted in the business entity, and like a charge on property, "runs with the business." ...

The concept of successorship is an attempt to balance the interests and expectations of parties in the industrial community and preserve both collective bargaining stability and industrial peace. The employer retains his freedom to dispose of all or part of his business; but it is recognized that one cannot realistically expect that the interest of employees will be at the forefront of his negotiations. On the other hand, his employees may have recently struggled to become organized or to achieve a collective agreement. They expect that their statutory right to bargain collectively and their negotiated conditions of employment will have some permanence. Their expectations would be frustrated if a transfer of the business terminated both. Of course, the transfer of the business is not the only occurrence which could frustrate employee expectations. A reorganization of the production process, the introduction of "job destroying" technological change or a geographic move beyond the scope of the collective agreement will materially change the industrial relations status quo. A business transfer, however, involves a new employer and raises legal problems of an entirely different order which cannot be easily accommodated in bilateral bargaining processes. It is to these problems that section 55 [now 64] is addressed.

**31** A collective bargaining status quo is preserved upon a sale of an employer's business by statutorily transforming the bargaining rights that had previously been defined with respect to the employees of a particular employer so that they now attach to a "business" entity. In analyzing the circumstances of the alleged sale, the Board pays particular attention to elements of continuity between the predecessor's and successor' business. In that respect, the Board has found it useful to "trace" the elements of that business to ascertain whether they have been transferred to the purchaser so as to constitute a transfer of at least a part of the business. The matter is one of characterization of fact and in that respect, the Board has made it very clear that what constitutes the sale of a business under section 64 of the Act is not a matter for which there is a single decisive test. In recognition of the great diversity of commercial affairs, the statute does not contemplate an exhaustive definition of the term "business" and the breadth of the definition of "sale" similarly bespeaks the need for a case by case elaboration of the term in light of labour law policy. The Board commented in *Culverhouse Foods Ltd.* [1976] OLRB Rep. Nov. 691 that although the range of such elements is potentially endless, the principal focus of the Board's inquiry is to determine whether there has been a continuation of all or part of the business:

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In each case the decisive question is whether or not there is a continuation of the business... The cases offer a countless variety of factors which might assist the Board in its analysis; among other possibilities the presence or absence of the sale or actual transfer of goodwill, a logo or trade mark, customer lists, accounts receivable, existing contracts, inventory, covenants not to compete, covenants to maintain a good name until closing or any other obligations to assist the successor in being able to effectively carry on the business may fruitfully be considered by the Board in deciding whether there is a continuation of the business. Additionally, the Board has found it helpful to look at whether or not a number of the same employees have continued to work for the successor and whether or not they are performing the same skills. The existence or non-existence of a hiatus in production as well as the service or lack of service of the customers of the predecessors have also been given weight. No list of significant considerations, however, could ever be complete; the number of variables with potential relevance is endless. It is of utmost importance to emphasize, however, that none of these possible considerations enjoys an independent life on its own; none will necessarily determine the matter. Each carries significance only to the extent that it aids the Board in deciding whether the nature of the business after the transfer is the same as it was before, i.e., whether there has been a continuation of the business.

**32** While the potential indicia of a sale may well be endless, the Board places considerable reliance upon the specific commercial context in which conclusions regarding the sale of a business are made, and emphasizes that it should not disregard the fundamental differences in the various contexts in which the successorship issue arises. In *The Tatham Co.*, [1980] OLRB Rep. Mar. 366, the Board stated:

Factors which may be sufficient to support a "sale of a business" finding in one sector of the economy may be insufficient in another. In some industries, particular configuration of assets - physical plant machinery and equipment - may be of paramount significance; while in others it may be patents, "know-how", technological expertise or management skills which will be significant. Some businesses will rely heavily upon the goodwill associated with a particular location, company name, product name or logo; while for other businesses, these factors will be insignificant. The Labour Relations Act applies equally to primary resource industries, manufacturing, retail and service sectors, the construction industry and certain public services provided by municipalities and local authorities. In each of these sectors the nature of the business organization is different, yet in each case section [64] must be applied in a manner which is sensitive to the business context and the purpose which the section is intended to accomplish.

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**33** As noted above, the Act must be applied to all sectors of the economy equally, and in that respect, the Board must be sensitive to the evolution of forms of business organization, particularly in the service industry, which utilize few, if any, tangible assets. In this regard, the Board has frequently expressed its view that in undertakings in the service sector, such goods as managerial systems, "know how" or other intangibles are of greater importance than the presence or absence of a particular configuration of physical assets. (see, e.g., *Charming Hostess*, [1982] OLRB Rep. Apr. 536; *Toronto College Street Centre* [1986] OLRB Rep. June 913.) For example, in the *Toronto College Street Centre* case, the Board found that a sale of a business has transpired in the absence of the transfer of any material assets. What was transferred in that case were "intangible" assets such as operational and managerial systems, and, it is important to note, the complement of employees.

**34** The factor of continuing employment of the predecessor's employees has presented the Board with certain pragmatic difficulties, since it is a factor that is frequently in the hands of a potential successor who may wish to defeat the trade union's claim of successorship. For obvious reasons, the Board is reluctant to ignore potentially relevant indicia of continuity, while at the same time is loath to reward conduct that seeks to undermine the purposes of the Act. Accordingly, it is the Board's policy to consider continued employment as a factor in assessing the continuity of a business, but not to take into account the failure of the alleged successor to rehire the employee complement. (*Gordon's Markets*, [1978] OLRB Rep. July 630; upheld November 21, 1978 (Ont. Div. Ct.) unreported.) Thus, the Board has frequently adverted to the importance of the retention of the skills, expertise and specific identity that resides in the employee complement in making its assessment of whether a transfer has occurred. (*Culverhouse Foods Ltd.*, supra; *Metropolitan Parking*, supra; *Beef Terminal* [1980] OLRB Rep. Aug. 1167) Particularly in the context of the "key man" cases, the Board has frequently found that the identity of a business is so closely linked to the skills and experience of a particular manager or employee such that his or her retention by the alleged successor is of prime importance in determining whether a sale of part of a business has transpired. (See, for example, *Gallant Painting* [1991] OLRB Rep. Sept. 1051; *Ably Concrete Floor Limited*, [1991] OLRB Rep. May 579.)

**35** What constitutes the "business" that is alleged to have been transferred is critical to a determination under section 64 of the Act, since it is only to a "business" that bargaining rights attach. Aside from providing that a business includes a "part" of a business, the statute offers little guidance, and the matter of definition has been left to the Board. At a general level, the Board will assess whether what has been transferred is the whole, or coherent



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organizational part, of a "functional economic vehicle". Once again, this is a matter of factual determination, dependent on the specific commercial context in which the transaction occurs. Thus, in instances where the organizational or goodwill elements of a business are its essential features, the Board will not attribute great significance to the transfer of the tangible assets from one entity to the other; conversely, where a tangible asset or some other "good" is the defining feature of a business, its passage from one employer to the next may well constitute the sale of "part" of a business notwithstanding that no other element of the predecessor business has been transferred. (Accomodex Franchise Management Inc. [1993] OLRB Rep. April 281.)

**36** Although the distinction may frequently be difficult to draw, a "business" is in this respect to be set apart from the work performed by its employees: both the Board and the Courts have reasoned that the general statutory scheme of granting trade unions bargaining rights with respect to employees of employers, and, in turn, the specific language of the sale of a business provision in which rights attach to the "business" entity militates against a finding that the rights attach to the work that is performed. (Syndicat national des employees del la Commission scolaire de l'outaouais (CSN) v. Union des employes de service local 298 (FTQ), Bibeault et al [1988] 2 S.C.R. 1048; British American Bank Note Company [1979] OLRB Rep. Feb. 72; Metropolitan Parking, supra; Parnell Foods Limited [1992] OLRB Rep. Dec. 1164.) The distinction between a "transfer of a business" and a "transfer of work" has been extensively examined by the Board in Metropolitan Parking, supra, and more recently, in Parnell Foods, supra, and little would be gained by recapitulating that analysis here. It is sufficient to note that although the Board may consider whether similar work is being performed as a factor in determining whether or not there has been a sale, where the Board is satisfied that what has been transferred as between two employers is principally a right or opportunity to perform certain work, the Board will normally conclude that a "business" has not been transferred. In that respect, the mere fact that the same work is being performed by another employer does not determine that there has been a sale of a business. (See, for example, Metropolitan Parking, supra; The Corporation of the City of Stratford, [1985] OLRB Rep. June 923.) Instead, in order to trigger the sale provisions of the Act, the Board must satisfy itself that a particular economic organization, or part thereof, in the form of a configuration of assets, organizational capacity, or some other "intangible" good that is an essential characteristic of one business has been transferred from one entity to another.

## IV

**37** It was the argument of both the Town and Charterways that no such transfer had occurred in the present

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application. Relying upon such cases as Metropolitan Parking, supra, Charming Hostess, supra, and City of Stratford, supra, it was argued strenuously that the Board should not find that a sale of a business has occurred between Charterways and the Town because what has been transferred was only "work". By terminating the contract, and in the absence of a transfer of material assets or the incorporation of the organizational capacity of the predecessor, it was argued that what was effected was a mere reversal of the contracting-out of work. Thus, the "take back" effected by the Town did not involve the transfer of any "going concern" previously owned by Charterways, but at most, the retrieval of a work opportunity that was previously performed by an economic organization assembled by Charterways. At the conclusion of the contract, Charterways merely "lost business" in the colloquial sense; it did not effect the transfer of a business as contemplated by the Act. It was argued that the mere fact that the work is essentially identical, and that it happened to be performed by some, but not all of the employees previously employed by Charterways, does not change the fact that the "business" in which Charterways was engaged did not transfer to the Town.

**38** The Board agrees that the principles that have been developed for a determination of whether a sale has occurred in the contracting out context are of significant assistance to it in the examination of a take back (Toronto College Street Centre, supra). Further, there can be little doubt that bargaining rights attach to the "business" entity upon a sale, and not merely work. Nevertheless, it is equally clear that the adoption of the legal form of contracting out of work does not insulate transactions from the operation of the sale of business provisions of the Act. The Board has made it clear that it will scrutinize the substance of a transaction, whether it be characterized as a contracting out or otherwise, to determine whether there has been a transfer of an essential element of the predecessor's business organization, and whether that element, in turn, forms an integral part of the successor's operations. As the Board emphasized in Metropolitan Parking, supra, a transaction adopting the legal form of "contracting out", although inherently entailing the transfer of work, may nonetheless involve the sale of a business:

The present case involves a form of subcontracting, and subcontracting arrangements always involve the transfer of work. Work or services performed by A's employees within A's organization are "contracted out" to B, and B uses his own managerial skills, plant and equipment and "know how" to supply to A, for a price, the product, services, facilities or components formerly produced by A's employees. A, therefore, is contracting for the use of B's economic organization in lieu of his own. A is generating a particular demand, or market, for B's product, and it is implicit in the arrangement that, thereafter, the two businesses will remain in a kind of symbiotic relationship, bound together by close economic ties. The continuity of the work, and the preservation of a close economic relationship between the two parties is implicit in

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subcontracting and does not, in itself, establish the transfer of all, or part, of a business. If it is clear on the evidence, however, that B is unable to fulfil A's requirements with his existing equipment or organization, and received from A a transfer of capital, assets, equipment, managerial skills, employees or know how, then the transaction no longer looks like a simple contracting out of work. A may not be making use of B's economic organization, rather A may be transferring part of his economic organization to B (and recall that section [64] is triggered by "part of a business") or merely permitting B to make use of his (A's) organization while retaining control and direction of the related economic activity. Of course, it is to be expected that when A phases out part of his operation there may be certain equipment or assets which are now surplus and which can be disposed of on the market. These assets may, as a matter of convenience, be purchased by B. None of these factors unequivocally demonstrate or foreclose the application of section [64] (or 1(4)). If however, "but for" the transfer of such assets, licenses, know how or property interests from A, B would be unable to fulfil the contract, then it is easier to infer a transfer of part of A's business - albeit a part which A no longer wishes to operate itself.

[emphasis added]

**39** In numerous instances, the Board has determined that, notwithstanding that the transaction took the legal form of a contracting out, a sale of a business had taken place because the alleged successor employer also had transferred to it an essential aspect of the predecessor's business. (Culverhouse Foods Inc., supra; Thunder Bay Ambulance Services, [1978] OLRB Rep. May 467.) In Parnell Foods, supra, for example, the Board was satisfied that a sale had taken place in a contracting out transaction where the predecessor had transferred, along with the work that was to be performed, some of the essential organizational elements of the undertaking that would otherwise be unavailable to the successor.

**40** In the context of the present application, it is crucial to note that the "business" in which Charterways was engaged was not the provision or operation of a bus service. Although that position was urged upon us by the trade union, the facts disclose that the substantial elements of the business so described remained at all times within the Town's ownership and control. Instead, the scope of the business engaged in by Charterways' was much narrower, and particularly by the time of the events giving rise to the application, consisted primarily of the provision of a skilled work force to the Town.

**41** Charterways' business insofar as it related to Ajax Transit was carried on as an organizationally distinct branch

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that in turn, was further sub-divided in operational terms because of the Town's requirement that the Transit operation be run out of the Town's facility. Although the operation of the business entailed the application of managerial and organizational systems, the business was primarily carried on through the utilization of an identifiable employee complement skilled in the operation of the Ajax Transit System that, through its efforts over the years, it had recruited, trained and co-ordinated. Particularly bearing in mind the operational requirement that the employee complement remain stable, the work force engaged by Charterways can be considered its most valuable asset. Given its centrality to its operation, then, we conclude it constituted a distinguishing "part" of its business.

**42** By virtue of its acquisition of that employee complement in a substantially similar form, the Town gained possession of the distinguishing feature of Charterway's business. Furthermore, we are satisfied that the employee complement continued to serve the same integral function in the operation of Ajax Transit once that system was run by the Town in its entirety. In contrast to the relatively unskilled work force in Metropolitan Parking, whose particular identity was at best a matter of indifference to the alleged purchaser, in the present application the employee complement, given its specific composition that is linked to the operational requirement for continuity, constituted an integral feature of Charterway's transit business in the Town of Ajax and, upon the termination of the contract, essential to the continued operation of Ajax Transit. The evidence is clear that the Town wished to operate the system in much the same manner as previously, and in the context of the particular commercial context, the continuity of the employee complement played a significant role in achieving that goal. We note that the Town solicited the applications of these employees, and, given their experience and the importance of continuity for the operation of the transit system, it is hardly surprising that a substantially unchanged employee complement emerged from the open competition for the jobs. Thus, the Town, by hiring the employees formerly engaged in the operation of the transit system, "took back" significantly more than it initially contracted out: what might well have been, in the words of Metropolitan Parking, a "simple contracting out" in 1977 constituted a transfer of a part of Charterways' business upon the contract's take back since it entailed an incorporation of an element of the previous employer's organization that was essential to the continued operation of the transit system.

**43** In summary, we are satisfied that by acquiring the substantial part of the work force previously employed by Charterways to perform its obligations under its contract with the Town, the Town transferred to itself an essential element of that business. Consequently, we conclude that in so doing, Charterways and the Town have transacted a sale of part of a business within the meaning of section 64 of the Act.

## Charterways Transportation Limited

V

**44** Finally, we are satisfied that the provisions of section 64.1(1) have application to that sale since the Town acquired the capacity to utilize the employee complement formerly employed by Charterways only as of January 1, 1993. Although it may be that Charterways' role in the operation of the system was completed by the evening of December 31, 1992, the evidence is clear that the members of the employee complement did not commence their employment with the Town in any sense until January 1, 1993. In this respect, it is important to note that it is the hiring of the employees previously employed by Charterways, rather than the taking over complete control of the transit system, that triggered the sale.

**45** Considerable argument was directed to the fact that Charterways retained two employees to operate a special New Year's Eve service. However, we cannot accept that the use of two drivers on a casual basis on the evening of December 31, 1992 was sufficient to trigger a sale under the provisions of the Act. Moreover, it is to be noted that these drivers were not thereafter retained by the Town as part of its regular driving complement, but instead, were placed on a casual list of drivers that, in any event, became effective January 1, 1993. Furthermore, in light of our determination that the transfer of the employee complement constituted the triggering event of the sale, it is unnecessary to determine the precise time at which Charterways' contract with the Town expired nor is it necessary to address the question of the retrospective application of section 64.1(1).

**46** Accordingly, we are satisfied that the sale took place on or after January 1, 1993, and that, therefore, the provisions of section 64.1(1) apply to that transaction. As a further result, we find that the Board has jurisdiction with respect to a sale of a business as between Charterways, whose collective bargaining matters are governed by the laws of Canada, and the Town, whose collective bargaining matters are governed by the laws of Ontario.

**47** Having regard to the foregoing, the Board finds that there has been a sale of a business as between Charterways and the Town within the meaning of section 64 of the Act and we so declare. Under the circumstances, which include the parties' request that we take no remedial action beyond a declaration of a sale, we find it appropriate to make no further declaration or order at this time. We remain seized with respect to any issues that may arise out of our finding that a sale has taken place.

**48** The reasons for Board member Shamanski's dissent in this matter are unavailable at this time and will follow in due course at which time they will be distributed in the same fashion as the instant decision.

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End of Document

**TAB 14**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

("Unifor")

-and-

**PWTRANSIT Canada Ltd.**

("PWT")



WHEREAS the Commission and Unifor ratified a collective agreement on August 24, 2022 with a term of March 1, 2021 to February 28, 2025 (“Commission Collective Agreement”);

AND WHEREAS the Commission Collective Agreement includes a Letter of Understanding (LOU) regarding On Demand Services, which was not to be expressly incorporated in the Commission Collective Agreement;

AND WHEREAS the LOU states that the Commission shall contract-in all scheduled services into the bargaining unit upon the expiration of the third-party contract and the Commission shall fully-contract out demand response services (i.e. all specialized services and on demand services) during the life of the Commission Collective Agreement;

AND WHEREAS the Commission anticipates onboarding an additional 35 full-time equivalent (“FTE”) positions into the bargaining unit as a result of contracting out demand response services;

AND WHEREAS it is understood that these 35 FTE positions will be a combination of part-time and full-time positions and subject to budget approval from Regional Council;

AND WHEREAS the third-party contract between the Commission and PWT has employees who are represented by Unifor;

AND WHEREAS PWT and Unifor ratified a Collective Agreement on March 19, 2023 with a term of October 22, 2022 to January 31, 2024; for which the Commission is not a party to or subject to;

NOW THEREFORE the parties agree as follows with respect to contracting-in all scheduled services:

1. In anticipation of contracting out demand response services, the parties agree that the Commission will recruit from the pool of PWT employees who are providing services to the Commission as of the date this Agreement is executed by all parties in order to staff the additional 35 FTE positions noted herein.

2. The Commission will post an expression of interest process (“EOI process”) for those PWT deemed eligible to apply by no later than June 30, 2023. PWT employees will be deemed eligible to apply if they have not been previously employed and terminated by the Commission, have no more than 4 demerit points on their driver abstract and have no active discipline on file with PWT of three day/shift suspension or more. To that end, the parties agree that PWT shall validate in writing whether the EOI process applicants are deemed eligible according to these criteria. PWT shall also notify the Commission if an EOI process applicant has a suspension on record that is less than three days/shifts and shall advise the Commission of the nature of that discipline, which includes providing a copy of the disciplinary letter on record. The Commission shall determine, at its sole discretion, if the applicant is still deemed eligible for the EOI process after reviewing the nature of the suspension/s on record that is less than three days/shifts.
3. Eligible PWT employees who apply to the EOI process will be offered employment by the Commission provided they have the requisite skills and abilities required of the available positions. Skill and ability shall be determined using the following recruitment tools:
  - a. Resume review to ensure applicant meets the skills requirements for the applicable position at the Commission;
  - b. Completion of the Vitals and Core assessments; and
  - c. interview with management.
4. PWT employees who are offered employment shall commence their employment in staggered time frames ranging from January 1, 2024, and June 30, 2024. The Commission may expedite or extend this time frame where operationally necessary and shall notify the parties of any such change.
5. Employees of PWT hired by the Commission through the EOI process stipulated herein will be considered new employees of the Commission, without recognition of seniority, and shall be deemed solely subject to the terms and conditions of the Commission Collective Agreement and will

forgo their rights under the Collective Agreement between PWT and Unifor upon commencement of employment with the Commission.

6. PWT employees hired in accordance with the EOI process stipulated herein, shall be granted a retroactive seniority date of June 30, 2023 and their PWT seniority shall be solely utilized to determine their order on the Commission's seniority list for all those PWT employees granted a June 30, 2023 seniority date. Despite their seniority date, PWT employees service start date with the Commission will be deemed the start date for the commencement of their probationary period pursuant to Article 7.05 of the Commission Collective Agreement and vacation pursuant to paragraph 7 below. It is understood that DRT employees hired outside of the EOI process after June 30, 2023 whose seniority will be impacted by this provision shall be advised of such in writing in their offer of employment.
7. Employees hired by the Commission through the EOI process stipulated herein shall have their PWT service (inclusive of Coach Canada service previously recognized by PWT, hereinafter referred to as "PWT total service") recognized for the sole purpose of determining their initial vacation entitlements pursuant to Article 40 of the Commission Collective Agreement. Upon commencement of service with the Commission, it is understood that movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. Despite the foregoing, where a PWT employee with more than 10 years of PWT total service is initially employed as a part-time employee with the Commission, their PWT total service shall be recognized if they transfer to full-time status for determining their initial full-time vacation entitlement pursuant to Article 40 of the Commission Collective Agreement, which shall be prorated in the first year of transfer. Upon commencement of full-time employment with the Commission, it is understood that further movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. PWT and Unifor agrees that PWT will continue to comply with and remain subject to its existing service contract with the Commission until its expiration date on December 31, 2023 unless otherwise agreed by PWT and the Commission in writing.

8. In consideration of the anticipated offers of employment to eligible and qualified PWT employees, Unifor and PWT agree that there has no sale of business or assets from PWT to the Commission and therefore no party to this agreement shall file an application with the Ontario Labour Relations Board or Ministry of Labour declaring the Commission and PWT a related and/or successor employer pursuant to the *Labour Relations Act* or declaring a sale of business pursuant to the *Employment Standards Act*. Further, it is expressly understood that PWT and Unifor shall release, indemnify and hold harmless the Commission and its agents from any claim, liability or obligations arising from: 1) the termination or lay-off of any PWT employee who does not secure employment with the Commission, 2) PWT employees who do not accept an offer of employment from the Commission; and/or 3) employment with PWT.
9. If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.
10. It is understood that this Agreement shall not supersede any provision of the Commission's Collective Agreement and/or the LOU regarding On Demand Services unless expressly noted herein.
11. This Agreement may be executed in several counterparts and exchanged via facsimile or email PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

For the Commission



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William Holmes, General Manager  
Durham Region Transit  
May 30, 2023

For Unifor



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Jeff Gray, President  
Unifor Local 222  
May 30, 2023

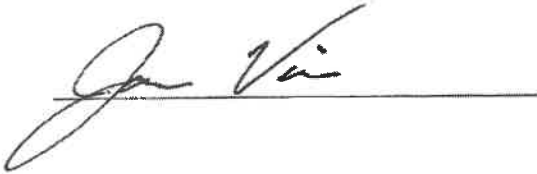


Ian Sinnott, Chairperson  
Unifor Local 222 May 30, 2023

Names (Printed) and date

Names (Printed) and date

For PWT



James Vine Vice President,  
Transit

May 25, 2023

Names (printed) and Date

**TAB 15**

**Letter of Understanding**

**Between**

**Durham Region Transit Commission (The "Commission")**

**And**

**Unifor Local 222 (The "Union")**

**Re: Deemed Equivalency for PWT employees**

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**Whereas** the Commission, UNIFOR and PWTransit executed a Memorandum of Agreement (Appendix A) that outlined the terms for eligibility for PWT employees being considered through the Expression of Interest process ("EOI process");

**And Whereas**, the Commission has a minimum hiring requirement of a Grade 12 education for all new hires;

**And Whereas**, it has come to the Commission's attention that some longstanding employees of PWT do not possess a Grade 12 education.

**NOW THEREFORE the parties agree to the following:**

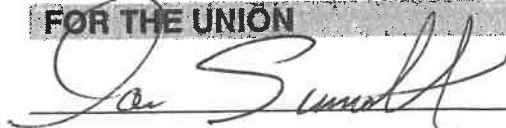
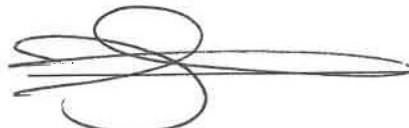
1. PWT employees who do not possess a Grade 12 education will be deemed to have the equivalent educational requirements for this purpose.
2. All other requirements as outlined in the Memorandum of Agreement (Appendix A) between the parties will continue to apply.
3. This Letter of Understanding is without prejudice or precedent and only applies to the eligibility of PWT employees who express interest in the 35FTE positions as outlined in the Memorandum of Agreement.
4. This Agreement may be executed in several counter parts and exchanged via facsimile or email PDF, each if which so executed shall be deemed to be an original and such counterparts shall constitute one and the same Agreement.

**EXECUTED** this \_\_\_\_ day of July, 2023

**FOR THE COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**TAB 16**



## MEMORANDUM OF SETTLEMENT

**BETWEEN:** PWTRANSIT CANADA LTD.

(Hereinafter called the "Employer")

**AND** UNIFOR LOCAL 222

(Hereinafter called the "Union")

- A. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters relation to the renewal of the C.B.A.**
- B. The undersigned representatives of the parties do hereby agree to unanimously recommend acceptance of all the terms of this memorandum to their respective principals for ratification**
- C. The term of the collective agreement shall be from October 22<sup>nd</sup>, 2022 to January 31<sup>st</sup>, 2024.**
- D. All other clauses, verbiage and contents of the CBA for the term of October 22<sup>nd</sup>, 2018, to October 21<sup>st</sup>, 2022 will remain in full force and effect unless modifications / changes otherwise agreed to in this Memorandum of Settlement**
- E. In the event of any clerical or administrative errors, those can be corrected before the signature before the collective agreement, any errors or omissions of this memorandum of agreement or attachments hereto, shall be mutually resolved by the parties.**

Signed this 14<sup>th</sup> day of March 2023

**For the Employer**

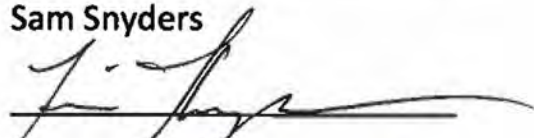
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, written over a horizontal line.

Dave Wilson

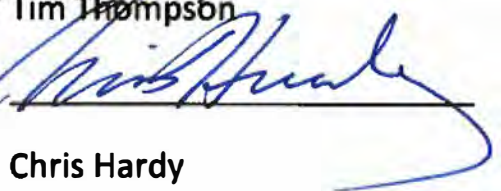
**For the Union**

A handwritten signature in black ink, featuring a large, stylized initial 'S' and a long horizontal stroke, written over a horizontal line.

Sam Snyder

A handwritten signature in black ink, with a large initial 'T' and a long horizontal stroke, written over a horizontal line.

Tim Thompson

A handwritten signature in blue ink, with a large initial 'C' and a long horizontal stroke, written over a horizontal line.

Chris Hardy

## **ARTICLE 18 – MINIMUM PAY FOR CALL IN**

18.1 When a driver reports to the operation centre for work after being called in and no work is made available, they will be paid a minimum of **four (4) ~~three (3)~~** hours pay at their existing straight time rate. **The Company shall make work available (within their classification) for the employee and the employee must perform said work to receive the daily guarantee of four (4) hours. If the employee refuses the additional work, the employee shall only be paid for actual hours worked.**

## **ARTICLE 19-SHIFT TRADES**

19.01 All employees will be allowed to perform trading or switching of shifts with management approval. Overtime shall not be paid as a result of a shift trade or switching shifts.

## **ARTICLE 25 – BEREAVEMENT**

25.01 (b)The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister, Grandchild and **Step-Grandchild**. ~~where the employee is the legal guardian responsible for the care and control of the grandchild.~~

## **ARTICLE 26 - WOMEN'S ADVOCATE**

26.2 The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. **This information will be posted on the union bulletin board.** ~~The Company will also assign a management support person to assist the advocate in her role.~~

~~26.3 The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.~~

**NEW LOU as follows:**

**LOU # TBD Re: Women's Advocate**

**For the life of this Agreement, the Women's Advocate, as referenced in the Article 26 will be Susan Inman.**

#### **ARTICLE 29 – PAY DAY**

29.02 Any pay shortages less than one hundred dollars (\$100.00) will be adjusted in the next pay period.

Any pay shortages of one hundred dollars (\$100.00) or more will be paid within two

(2) business days **by direct deposit.**

**NEW All employees will be enrolled for direct deposit by the Company for pay shortages and miscellaneous payments.**

#### **ARTICLE 33 UNIFORMS**

~~33.04 Employees must return their parkas, when their employment terminates. If an employee does not return their parka, the full value of the parka will be deducted from their last pay cheque.~~

#### **ARTICLE 34 – HEALTH, WELFARE & RRSP BENEFITS**

## 34.2 Registered Retirement Savings Plan (RRSP)

Conditions for enrollment in the Royal Bank of Canada RRSP plan are as follows:

- The Company will make contributions to the employee's RRSP of ~~two percent (2%) of the employee's yearly earnings, two and a half (2.5%) percent on (October 22, 2019) and three (3%) percent on (October 22, 2021)~~ up to a maximum of ~~\$60,000~~ **\$70,000** annual gross earnings.
- The RRSP shall be "Self-Directed" by the employee. The Company's contributions will commence only when the employee has notified the company that they have initiated a RRSP.

## **ARTICLE 40 – ADMINISTRATION OF**

### **DISCIPLINE**

**40.01** When an Employee is called to an interview and the nature of the meeting could lead to discipline or discharge, a committeeperson will be present. ~~Prior to the interview the employee will be given notice of the nature of the interview. The committee person will have the opportunity to meet with the employee at the conclusion of the meeting.~~

**Prior to the interview, the employee will be given notice of the nature of the interview and time to meet with a Union representative.**

## **ARTICLE 42 – GRIEVANCE**

### **PROCEDURE**

**42.02** Any disagreement between the Employer and the Union concerning the interpretation, application, operation or alleged violation of the

terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance, including the applicable articles of the CBA and the specific redress requested. ~~All such grievances shall be signed by the Grievor.~~

The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

#### **ARTICLE 43 - VACATION PAY AND PUBLIC HOLIDAY PAY**

43.1 For the purpose of this agreement, the followings days are paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	<b>National Day for Truth and Reconciliation</b>
Civic Holiday	

And any national or provincial holiday declared by the Federal Government or the Government of Ontario.

43.8 All Part time employees shall be **entitled to holiday pay pursuant to the Employment Standards Act, 2000 for Civic Holiday and National Day for Truth and Reconciliation.** ~~paid as per the Employment Standards Act.~~

#### **ARTICLE 51 - WAGE RATES**

Attached as Appendix "A"

**Retroactive increase, effective October 22, 2022 of 2.5% to all rates of pay**

## **ARTICLE 51- TERM OF THE AGREEMENT**

51.1 This Collective Agreement shall commence on October 22, ~~2018-2022~~ and shall remain in force and effect ~~for the period of four (4) years until October 23, 2022~~ **January 31, 2024.** ~~and shall continue from year to year thereafter provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice to the other party to terminate this Collective Agreement or to negotiate revisions hereto.~~

**Renew LOU # 1, 2, 3, 5, 6, 7**

**Amend LOU# 4 as follows:**

### **Spare Board Driver Seasonal Bid Process**

Spare Board Drivers shall be required to select a seasonal bid for the duration of the seasonal sign-up period. Nothing constituted below shall be construed as a guarantee of hours or guarantee of work.

- 1) At the start of each seasonal sign-up period, Spare Board Drivers shall, in order of seniority, bid for a weekly schedule of four (4) posted and available days of work. A Driver's bid for days of work shall not change for the duration of the seasonal sign-up period, unless a Spare Board driver(s) obtains a permanent vacant crew.
- 2) After all posted and available seasonal bid days off have been selected, Spare Board drivers requesting an additional day or days off during any subsequent seven (7) consecutive day cycle (Sunday to Saturday) must apply for Management approval prior to 9:00 AM Wednesday morning for the following week using the *Vacation / LOA* request form.
- 3) Seasonal shifts or blocks of work, which for any reason are not scheduled into the full-time crew bid shall be posted and made available to the Spare Board during the seasonal bid process. Spare Board Drivers can bid for the duration of this seasonally available work in order of their seniority. The

Company shall determine the hours of work, days of work and the number of seasonal shifts or blocks of work that are made available to Spare Board Drivers.

### Weekly Spare Board Bid Process

- (1) Following completion of the above seasonal bid process, Spare Board bid sheets for the following week will be available 14:00 PM on the Wednesday. This sheet will list all Spare Board drivers in order their seniority, and will indicate all available shifts for that week.
- (2) Bidding will take place on Thursday. Upon the completion of bidding, the weekly Spare Board sheets will be available in the office for Spare Board drivers to review.
- (3) Spare Board drivers shall according to their seniority bid for their next week's available work assignments.
- 4) Spare Board Drivers shall contact the office at the start of their bidding period to confirm which shifts are available. Bid times for each driver may change. Each driver is responsible to check his or her own bid time prior to the start of bidding.
- 5) Spare Board Drivers must select the shift they prefer during the weekly bidding process. If they are unable to call in during their allotted time they can provide dispatch with a written selection. If a driver fails to contact the office when they are scheduled to bid or fail to provide a selection, the bidding process will continue as scheduled and the driver missing their scheduled bid time shall select from the remaining shifts at the time they contact the office. If the Spare Board Driver fails to contact the office during the regular bidding period, the driver will be assigned any remaining work after all other Spare Board drivers have completed their shift selection.



6) A) If there is a shift available on a Spare Board driver's regular workday, the Spare Board driver must sign for it unless he or she has previously obtained an approved day off. (as per #2).

B) Spare Board drivers in order of seniority must choose one available assignment on each of their committed working days OR it is not possible to select another shift without their weekly hours, resulting in overtime.

7) In the selection of work, as per the Motor Vehicle Act, it is the joint responsibility of the driver and the company to ensure a minimum of eight (8) hours from the end of one assignment to the start of the next.

8) In order to maximize hours of work, after regular bidding has concluded or before the Spare Board is frozen, if an additional shift becomes available, that shift will be offered in order of seniority to Spare Board Drivers that were seasonally committed to be available but did not get any work on the day and or shift that must be covered. If the additional shift puts the Driver into overtime, the work will be offered to the next senior Spare Board Driver.

9) Subject to #6 and #8, if any work remains uncovered, Spare Board Drivers will be offered the additional work on their scheduled days off based on seniority, conditional that this work does not result in weekly overtime.

10) The Spare board will be frozen at 16:30 PM on Thursday. If a shift becomes available after 16:30 PM, the company will dispatch in the following order.

- A) Committed to work Spare board drivers with no work scheduled for that day
- B) Spare Board Drivers with scheduled days off
- C) Overtime for Full-Time Operators who are available to perform the work, based on seniority.

D) Overtime for Spare Board Operators who are available to perform the work, based on seniority.

~~11) Spare Board Drivers shall not trade shifts. Consideration will be given subject to exceptional circumstances and must be approved by management~~

12) Where work was not assigned to a Spare Board driver as per the *Company's Spareboard Rules*, Operators must be available to work on their regular committed work days if unforeseen work becomes available, or if operational needs are required. Refusal of work on committed workdays may result in disciplinary action.

13) Reverse Seniority: If a run is still open after all Spareboard and Full-Time Operators have been canvassed to work, the work will be assigned in reverse seniority commencing from the bottom of the Spare Board list, continuing from the bottom of the Full-Time list until the run has been assigned by reverse seniority. Refusal to accept the work may result in disciplinary action.

14) If the company has less than 3 hours' notice of a service coverage requirement, the company may take any steps necessary to cover the open work. In the event the required coverage is more than 3 hours, the company will follow the call in provisions outlined in #10.

15) Either party may request that these Spare Board Rules be reviewed. Any revisions must be amended by mutual consent of the parties.

16) Management and the Bargaining Unit Chairperson, and/or Unifor Local President and/or the Unifor National Rep will meet as soon as possible to facilitate emergency situations.

**Delete LOU # 8 Workplace Harassment and Violence Prevention Training**

**Delete LOU # 9 and replace with the following:**

## **Social Justice Fund**

**The Company agrees to provide a one-time lump sum payment of five hundred dollars (\$500.00) into the Unifor Social Justice Fund (SJF), which is a registered charity established by the Unifor National Union. The Employer is to forward the payment to the following address: Unifor Social Justice Fund, 205 Placer Court Toronto, ON M2H 3H9.**

**The Employer will be issued a charitable receipt for the payment.**

**Delete APPENDIX B**

## **New Memorandum of Agreement**

**During collective bargaining, the Parties discussed the pending loss of work due to Municipal Region of Durham's (The Region) plan to cancel the contract to provide services by PWTransit Canada Ltd. The Parties agree to negotiate a closure agreement that deals with all aspects of the pending closure December 31, 2023 within sixty (60) days post ratification.**

## **Agreement outside of the CBA**

**The Company agrees to compile the new CBA and email all employees a copy of same. The Company will also provide the Union with an electronic copy of the CBA.**

**TAB 17**

**MEMORANDUM OF SETTLEMENT**


**BETWEEN:** PWTRANSIT CANADA LTD.  
(Hereinafter called the "Employer")


**AND** UNIFOR LOCAL 222  
(Hereinafter called the "Union")

- A. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters relation to the renewal of the C.B.A.
- B. The undersigned representatives of the parties do hereby agree to unanimously recommend acceptance of all the terms of this memorandum to their respective principals for ratification
- C. The term of the collective agreement shall be from **October 23<sup>rd</sup>, 2022 to October 22<sup>nd</sup>, 2024.**
- D. All other clauses, verbiage and contents of the CBA for the term of **October 22<sup>nd</sup>, 2018, to October 21<sup>st</sup>, 2022** will remain in full force and effect unless modifications / changes otherwise agreed to in this Memorandum of Settlement
- E. In the event of any clerical or administrative errors, those can be corrected before the signature before the collective agreement. any errors or omissions of this memorandum of agreement or attachments hereto, shall be mutually resolved by the parties.

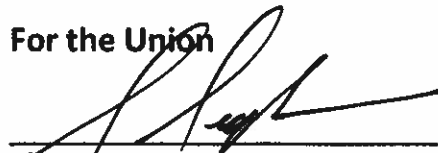
Signed this 4<sup>th</sup> day of May 2023

**For the Employer**

  
\_\_\_\_\_  
Emily Burnham-Cooper

  
\_\_\_\_\_  
Duke Cappello

**For the Union**

  
\_\_\_\_\_  
Sam Snyders

  
\_\_\_\_\_  
Roddy Roopchan

**ARTICLE 46 - WAGE RATES**

**Amend Appendix A as follows:**

<b>Mechanics</b>	<b>Name</b>		<b>Current Rate</b>	<b>10/23/2022-2.5%</b>	<b>July 1 2023</b>	<b>Monday, October 23, 2023</b>
	Scott Brent	FT	\$ 35.72	\$ 36.61	\$ 40.00	\$ 40.80
	Boyd Lee-Watson	FT	\$ 35.72	\$ 36.61	\$ 40.00	\$ 40.80
	Mark McGregor	FT	\$ 35.72	\$ 36.61	\$ 40.00	\$ 40.80
<b>Service Tech</b>	<b>Name</b>		<b>Current Rate</b>	<b>10/23/2022-2.5%</b>	<b>Monday, October 23, 2023</b>	
	Jason Smith	FT	\$ 23.81	\$ 24.40	\$ 25.01	
<b>Washbay</b>	<b>Name</b>		<b>Current Rate</b>	<b>10/23/2022-2.5%</b>	<b>Effective DoFR</b>	<b>Monday, October 23, 2023</b>
	Mike Cowan	FT	\$ 18.40	\$ 18.86	\$ 18.86	\$ 19.24
	Zachary Dobson	FT	\$ 17.32	\$ 17.75	\$ 18.86	\$ 19.24
	Rody Roopchan	FT	\$ 17.32	\$ 17.75	\$ 18.86	\$ 19.24
	Thomas Lacroix	PT	\$ 17.32	\$ 17.75	\$ 18.86	\$ 19.24
	Christian Gennuso	FT	\$ 17.32	\$ 17.75	\$ 18.86	\$ 19.24
	Jashiah Stevenson	FT	\$ 17.32	\$ 17.75	\$ 18.86	\$ 19.24

**ARTICLE 47 - TERM OF THE AGREEMENT**

48.1 This Collective Agreement shall commence on October ~~22-23, 2018-2022~~ and shall remain in force and effect for the period of ~~four (4)~~ **two (2)** years until October ~~23 24, 2022 2024~~ and shall continue from year to year thereafter provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice of the other party to terminate this Collective Agreement or to negotiate revisions hereto.

**Delete Appendix B**

**New Memorandum of Agreement**

**During collective bargaining, the Parties discussed the possible loss of work due to Municipal Region of Durham's (The Region) plan to cancel the contract to provide services by PWTransit Canada Ltd. The Parties agree to negotiate a closure agreement that deals with all aspects of a possible closure within sixty (60) days of an announced closure impacting the employees of the bargaining unit.**

**Agreement outside of the CBA**



The Company agrees to compile the new CBA and email all employees a copy of same. The Company will also provide the Union with an electronic copy of the CBA.

The Company recognizes National Day for Truth and Reconciliation as a Public Holiday.

The Union agrees to unanimously recommend this deal for acceptance to its membership.

*All other proposals previously agreed, remain agreed, but all other proposals not specifically referred to above will be considered withdrawn by the applicable party.*

Add all retro payments will be paid on a separate cheque run from the regular payroll.

   
5/4/2023

**TAB 18**



## **Letter of Understanding**

**RE: Closure PWTransit Canada Ltd. (Whitby)**

### **Notice to the Union**

- 1. The Company and Union agree that the Company's loss of the Durham Region Transit (DRT) contracted service operations contract may result in permanent job losses, and the following provisions (2 thru 17) have been agreed to address the unique circumstances that will arise from this situation. The Company will provide the Union with the number of employees impacted by the closure of its DRT transit operations as soon as practical based on the Region's evaluation of Company employees for employment with DRT. . It is understood that the information will be used for discussions between the parties and the workforce and will be considered confidential.**

### **Employee Records**

- 2. The Company will retain all employee records, including disability and Workers' Compensation records, for a period equal to five (5) years from the date of closure. Reasonable access to and/or copies of such employee records shall be provided to the Union. In no event will the Company deny the union access to or copies of such records where the employee gives permission to release such records.**

### **Bargaining Rights**

- 3. In the case of a total closure, should the Company or a related Company (including any company that may acquire PWTransit Canada Ltd.) re-open the operation at the same site or at a site within the geographic scope of the bargaining unit description in the last collective agreement, the Union will have bargaining rights at the facility location for a period of five (5) years beyond the date of closure. At such time, the parties will negotiate in good faith a new collective agreement.**

### **Recall Rights**

4. At the date of closure or partial closure, the terminated employees will maintain their recall rights for a period equal to five (5) years).

#### **Termination and Severance Pay**

5. PWTransit Canada will provide terminated employees with required notice and severance pay in accordance with their entitlements under the Employment Standards Act.
6. The Company agrees that an employee may complete a direction under the Income Tax Act regarding termination pay and severance pay and the employee's entitlement will be paid directly into an RRSP or retirement vehicle chosen by the employee.

#### **Health and Group Insurance Benefits**

7. The Company will continue all employees' participation in the health care benefit plan (Health, Dental, Life and AD&D, excluding STD and LTD) until the end of the third (3) month following the month of the employees last day worked. Should an employee accepting an offer to work at Durham Region Transit be eligible for benefits with the Region prior to the end of the three-month period their benefits with PWTransit Canada Ltd. will cease as of the date of coverage with the Region.

#### **Employees on Disability**

8. An employee in receipt of Short-Term Disability (STD) or Long-Term Disability (LTD) benefits at the time of closure will continue to receive such disability benefits, provided the employee qualifies for disability. An employee on STD will be eligible to apply for LTD upon exhaustion of STD and will receive LTD if they meet the qualifications (as in place at the date of closure).
9. An employee in receipt of STD or LTD is also eligible for termination pay and severance pay as outlined above. In calculating the severance payment, years of service shall include the period during which the employee was in receipt of disability benefits at the date of closure.

10. Health care and life insurance benefits currently in effect for employees on disability will continue for employees on STD or LTD after the closure.

#### **Workers Compensation Benefits**

11. An employee in receipt of workers' compensation benefits is also eligible for severance pay as outlined above. In calculating the severance payment, years of service shall include the period during which the employee was in receipt of workers' compensation at the date of closure.
12. An employee receiving temporary workers compensation benefits at the time of closure will receive severance pay as provided above.
13. The Company will continue the Company-paid employee benefit coverage (including Life Insurance) for the period in which the employee is receiving workers' compensation but in no event will the employee receive less coverage than the active employee.

#### **Vacation**

14. The Company will pay any outstanding vacation monies to employees being severed on the next pay following the termination date. (Payment will be on the employee's last pay cheque/direct deposit transfer).
15. An employee may complete a direction under the Income Tax Act regarding vacation pay, and all or part of the employee's vacation monies will be paid directly into an RRSP, subject to their individual RRSP limits.

#### **Grievances**

16. The parties will attempt to resolve all outstanding grievances within two (2) weeks of closure. Those grievances not settled within the 2-week period will be sent to arbitration forthwith.

**Statutory Holiday Pay**

17. In the event employees either;

1) Suffer job loss because of the closure of PWTransit Canada's Whitby business unit, or

2) accept an offer to work at Durham Region Transit (DRT)

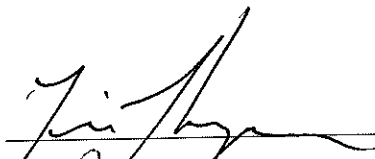
and do not qualify for statutory holiday pay with PWT or DRT on December 25<sup>th</sup> or 26<sup>th</sup>, 2023, PWTransit Canada will pay the employee statutory holiday pay in the amount equal to the employee's paid statutory holiday pay from October 9<sup>th</sup>, 2023 (Thanksgiving Day) for both December 25<sup>th</sup> and 26<sup>th</sup>, 2023.

The parties agree to the above items as the terms LOU Agreement with Respect to the closure of PWT Whitby

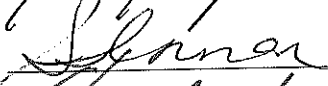
Dated this 1 day of November, 2023, in the Town of Whitby, Ontario.

**For the Union:**

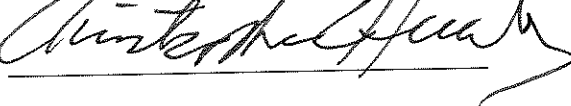
**For the Employer:**

By: 

By: 

By: 

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_