

# HIGHWAY COACH CONTRACT

This agreement made and entered into this day of January, 2021.

Between

TRENTWAY-WAGAR INC.

the "Company"

and

LOCAL 1624 OF THE AMALGAMATED TRANSIT UNION

the "Union"

EFFECTIVE: with signing  
TO: DECEMBER 31<sup>st</sup>, 2022

**SECTION I CONDITIONS**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE NO.</b>
1.....	Recognition.....	4
2.....	Union Security.....	5
3.....	General and Definitions.....	8
4.....	New Positions.....	11
5.....	Requirements of Employment.....	12
6.....	New Drivers.....	14
7.....	Grievance Procedures.....	14
8.....	Discipline and Discharge.....	16
9.....	Lay Off.....	17
10.....	Leave of Absence.....	18
11.....	Bereavement Leave.....	19
12.....	Vacation and Retirement.....	20
13.....	Statutory Holidays.....	22
14.....	Legal Proceedings.....	23
15.....	Driver Benefits.....	23
16.....	Company Uniform.....	26
17.....	Health & Safety.....	27
18.....	Equipment.....	28
19.....	Payment of Earnings.....	28
20.....	The Agreement.....	29

**SECTION II OPERATING PROCEDURES**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE NO</b>
21.....	Seniority.....	30
22.....	Category Sign up Procedure.....	32
23.....	Tours, Contract Work & Multi-day Charters.....	34
24.....	72 Hour Dispatch.....	37
25.....	Line Runs and Overloads .....	44
26.....	Requests (All Drivers).....	47
27.....	Days off .....	48
28.....	Report, Standby & Cancellation Charges...	50

### SECTION III - PAY SCHEDULES AND DEADHEAD TIMES

TITLE	PAGE NO
Rate of Pay Schedule.....	51
Schedule A - One Day Charters.....	52
Schedule B - Multi-Day Charters & Tours.....	53
Schedule C - Transfers, Shuttles & Sightseeing.....	55
Schedule D - Line Runs.....	56
Schedule E - Metro Service Charters.....	57
Schedule F - Automobile Allowance.....	58
Schedule of Allowable Deadhead Times - Toronto.....	59
Schedule of Allowable Deadhead Times - Kingston.....	60
Schedule of Allowable Deadhead Times - Niagara Falls..	61
Schedule of Allowable Deadhead Times - Peterborough..	62
Summary of Deadlines.....	63

## SECTION I CONDITIONS

### **ARTICLE 1 - RECOGNITION**

- 1.01 The Company recognizes the Amalgamated Transit Union as the sole and exclusive collective bargaining agent for all Full-time and Part-time Coach Drivers employed under this agreement. Hereafter the Amalgamated Transit Union may be referred to as "The Union".
- 1.02 Without the express written consent of the Union, a person who is not a member of the Union and therefore not covered by this agreement shall not perform any work which is normally and customarily performed by Drivers in the bargaining unit. Exceptions include for purposes of sales, marketing, promotion activities, instruction, experimentation or emergencies; provided the act of performing such work does not reduce the hours of work or pay of any Driver covered by this Agreement. If a non-Union Driver is employed by the Company to operate a bargaining unit Work Shift, if time permits, such assignments be in consultation with the Union and it will be the responsibility of the Company to pay an assignment fee equal to the current rate of Union dues only, and such dues are to be submitted along with the regular deducted dues from Union Drivers for the Pay Period worked, to the Financial Secretary of the Union. Reasonable notice of when non-Union Drivers are used will be provided to the Union.
- 1.03 The Company shall not contract out, lease, or assign any work normally performed by, or equipment normally operated by Drivers covered by this Agreement whereby such action causes any of the following to occur: lay-off, or a reduction in the hours of work, or reduction in the pay, of any Driver covered by this Agreement.
- 1.04 In the event the Company establishes a new Coach District, the Drivers working in said new District shall be bound by the terms and conditions of this Agreement. Upon the establishment of a new Coach District or changes to existing Coach Districts, the parties shall meet forthwith to determine whether this Agreement requires amendments regarding the requirements of said new District or existing Districts.
- 1.05 A "New Coach District" shall be defined as any area in which the Company creates a new Home Terminal or base for present or future equipment and/or Drivers, who are covered by this Agreement, to which they report for work.
- 1.06 Except as otherwise expressly abridged or modified by this Collective Agreement, nothing shall be deemed to limit the Company in its function of operating and agree that it is important for the Company to be as efficient and cost effective as it determined it can be.
- 1.07 The Collective Bargaining Agreement (CBA) shall be printed in both the French and English languages. If a dispute should arise, it is understood by the parties that the English Version of the CBA would be the document used for the purpose of resolving the dispute.
- 1.08 Notice of any new facility owned or leased by the Company for the purpose of establishing a new Home Terminal, within an established District, shall be given to the Union at the same time as the Company is in a position to make public the transaction.

The parties to this Agreement agree to meet, to review whether or not this Agreement would require amendments.

- 1.09 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Driver by reason of age, marital status, sex, race creed, colour, national origin, political or religion, 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.
- 1.10 Personal harassment means any improper behavior by a person employed by the Company, that is directed at and/or offensive to another person employed by the Company, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Such conduct is unacceptable and should be dealt with as early as possible. The parties are fully committed to utilizing appropriate conflict resolution strategies, including mediation to resolve interpersonal workplace issues. Allegations of personal harassment are not subject to the grievance/arbitration process, except as provided in 1.11 below.
- 1.11 The Company shall provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards as set out in Common Law and The Canadian Charter of Rights and Freedoms, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to the section.

A Driver may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the Company has exhausted any applicable internal steps to respond to the situation, the Driver is dissatisfied with the outcome. Such grievances shall be filed at Step 2, of the grievance procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation shall be confidential and without prejudice to the rights of either party. During any internal steps taken to resolve the situation, Drivers shall have the right to be accompanied by a Union representative.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 All Full-time and Part-time Drivers covered by this Agreement shall as a condition of employment, upon date of hire, become and maintain membership in the Union. Initiation fees shall be deducted in three equal payments and spread over the new Drivers first three pay periods in which the Driver earns wages.
- 2.02 The Union agrees to indemnify and to save the Company harmless for any and all claims which may be made against the Company by any Driver or Drivers arising out of any amounts deducted from their pay as provided in this Article.
- 2.03 If a member or members of the Union Executive are required to book off work to settle a grievance initiated by a Driver, or the Union, they shall be paid by the Union. If the Seniority of a Union Executive Officer would have received a Work Shift on any day booked off to represent a Driver or the

Union to settle a grievance, they would be credited with eight (8) hours towards the averaging as set out in Article 15.10.

- 2.04 If a member or members of the Union Executive of the Union are required to attend meetings at the request of the Company, the Company shall pay them lost wages with a guarantee of the minimum daily rate as per schedule "A". This provision does not apply to discipline, grievance, or negotiation meetings. If the Seniority of a Union Executive Officer would have received a Work Shift on any day booked off to attend the meeting, they would be credited with eight (8) hours towards the averaging as set out in Article 15.10.
- 2.05 In order to develop and maintain a productive relationship, the Company and the Union shall endeavor to hold Company/Union meetings to establish an environment for the opportunity to discuss and exchange information of any and all matters of mutual interests. These meetings should not replace the activities of other specific committees such as Health and Safety that the parties have formed.

For each meeting, a list of topics shall be discussed and communicated to the other party seven (7) days prior to the meeting, in order to facilitate the preparation of a joint agenda. This article shall not be the subject of any grievance.

If the Seniority of a Union Executive Officer would have received a Work Shift on any day booked off to attend the meeting, they would be credited with eight (8) hours towards the averaging as set out in Article 15.10.

- 2.06 The Union Executive Board and Officers shall include the following:

- President - Business Agent
- Vice-President
- Recording Secretary
- Financial Secretary/Treasurer
- Grievance Chairperson
- Eastern District Representative
- Stewards (Officers)

- 2.07 The Union shall notify the Company in writing of the name or names of each elected or appointed officer and steward.
- 2.08 The Company agrees the Officers of the Union shall not be hindered, coerced, restrained, or interfered with in any way while performing their duties, investigating disputes, and/or presenting grievances. The Union understands and agrees each Officer is employed to perform work for the Company and shall not leave their work during on-duty hours except for the performance of their duties as stipulated in this Agreement. Therefore, no Officer shall leave their work without first obtaining the permission of one of the persons designated in writing by the Company to the Union.

It is understood such permission shall not be unreasonably withheld by the Company.

It is further understood that a Union Executive Officer or Steward shall, in the exercise of their functions hereunder, take every available measure to prevent any disruption in the normal work of the Drivers and the operations they perform. Union Executive and Officers, while away from home base, shall not involve themselves in Union business or cause any disbursements at the expense of the Company resulting directly from Union business.

(b) The privilege of a representative to leave work without pay to attend meetings with the Company are granted on the following conditions:

- i) Such business must be between the Union and the Company. Drivers having grievances shall not discuss them with their representatives during working hours if such action interferes with the operation of the service or increased cost to the Company;
- ii) Meetings shall be scheduled by mutual agreement; and
- iii) The time shall be devoted to the prompt handling of necessary union business.

2.09 The Company shall deduct from the remuneration due to each Driver covered by this Agreement, the current monthly dues and assessment fees in accordance with any written directive from the Union, setting out the current fee structure. Without limiting the generality of the foregoing the Company agrees to collect from new Drivers an initiation fee as set periodically by the Union. During the life of the contract dues may increase in accordance with the Union's constitution and bylaws.

(a) All Drivers save and except as set out in Article 1.02 must be "members in good standing" with the Union before being dispatched. If a Driver who is "not in good standing" is dispatched after the Company has been notified by the Union of failure to pay dues in arrears, the Company shall take full responsibility for compensating the Union for the Driver's back dues.

2.10 Deductions shall be made from each pay received by a Driver and shall be forwarded to the Treasurer of the Union within seven (7) calendar days following the month of such deduction. Accompanying each remittance of dues and assessment fees, the Company shall provide the Union with a listing of all Union Drivers with their deductions. The Company agrees to set out on the Drivers T-4 federal taxation form the amount of the annual deductions paid to the Union for the taxation year to which said T-4 applies. The Union shall provide the Company with a list of Drivers with outstanding dues no later than fourteen (14) calendar days prior to any action being taken against the Driver for non-payment of monies owing to the Union under this Agreement.

Every Driver covered by this agreement shall be required to pay Union dues in each pay period in which work is performed to a maximum or minimum amount as provided to the Company in writing by the Union from time to time. Every Driver shall be liable to pay the minimum identified amount of dues for every pay period, whether or not they have an income entitlement for that pay period. For the purpose of this article each pay period shall be defined as the two weeks in which a Driver's pay is computed or in cases where no income is received in the two week period used by the payroll department in computing the pay of those who did work. The Company shall be required to provide the Union with all information pertaining to Driver status changes when such information has been supplied to the Company. The Company assumes no responsibility for collecting from any Driver pursuant to Article 21.02 (h), past dues in arrears with the Union.

2.11 The Company shall grant leave for any delegate representing Local 1624 who is employed by the Company, to attend conventions or educational seminars as mutually agreed upon by the Company and Union. Such requests shall be made **30** days in advance. Requests that are made inside of **30** days shall be confirmed after the dispatch has been completed. The approval shall be conditional upon

sufficient number of drivers being available to cover all work without causing additional expense to the Company.

- 2.12 Drivers covered under this Collective Agreement maintaining a position of "Driver Trainer" shall not perform management functions. The Unionized Driver trainer shall not be utilized by the Company or the Union (other than to verify their report) in any disciplinary action, but may be used for re-evaluation and report to the Company.
- (a) At the category sign-up bid, a Driver maintaining a position of "Driver Trainer" shall choose the Charter Category or the Line-run Category only. However, a Driver maintaining a position of "Driver Trainer" may not pick a line-run crew until he/she has a return to driving date, at that time there would be a re-bid from the returning Driver down.

### **ARTICLE 3 - GENERAL and DEFINITIONS**

- 3.01 Where the male gender is used in this agreement, it shall be understood that it includes the female gender.
- 3.02 The Company shall make available to the Union one (1) bulletin board in each owned or leased (if lessor shall allow) facility where Drivers report for work on which the Union shall post notices relating to Union business.
- 3.03 A Driver or their authorized designate, shall have the right to access and review their personnel file at the Company's head office in the presence of a Company designate and shall have the right to respond in writing to any document contained therein. Such reply shall become part of their permanent record. Copies of any road observation reports, complaint letters, or complimentary letters placed in the Driver's file shall be supplied to the Driver.
- 3.04 The illegality or non-validity of any provision herein shall not affect any other provision herein. The contractual relationship herein shall be governed and administered by the Laws of Canada.
- 3.05 The Company reserves the right to make four (4) special trips in each twelve month period and shall advise the Union, as soon as possible. A special trip would mean a discounted price in lieu of sending a Company Driver in return for services of another nature supplied to the Company.
- 3.06 "Their Driver" arrangements are desirable and all Drivers shall be granted consideration upon application to a committee comprised of Union and management for special rates. Approval shall be granted as often as is deemed appropriate and the Union shall not unreasonably withhold their approval.

For the purpose of this Article, a "their Driver" arrangement is a special trip, (with special rates) where consideration to operate the trip is granted to a Driver that has a specific non-business (i.e. personal) relationship with the group. It is the responsibility of the Company to ensure that this privilege is not abused. Drivers abusing this privilege shall not be granted future "their Driver" trips.

- 3.07 Complaints, ideas and suggestions from the Company, to a Driver covered by this agreement, or the Union, relating to rules, regulations, policies, matters of procedure and like, shall be delivered in accordance with Article 3.09 and given to the Union.



- 3.08 A Driver's Hours of Service/Work and safety regulations shall be governed by the requirements of the jurisdiction in which they are operating.
- 3.09 "Correspondence" between the Company, the Union, or any member of the Union arising out of this Agreement or incidental thereto, shall pass to and from the Company, the Union and member by verifiable means.
- 3.10 Definition of "District" - A geographical area.
- 3.11 "TORONTO DISTRICT" shall include all points west of the Peterborough District with the exception of the Niagara District, which is defined in Article 3.12.
- 3.12 "NIAGARA DISTRICT" includes all points in the Regional Municipality of Niagara. The North boundary will be Lake Ontario to the North, follow along the QEW west to its intersection with Highway 403; south to Highway No. 8; north on Highway No. 8 to its intersection with Highway 401; west along the 401 to its intersection with highway 19; south on Highway No. 19 to its intersection with Highway No. 3; east along Highway No. 3 to its intersection with Highway No. 59; south on Highway No. 59 to Lake Erie. Niagara District also includes the area described in Article **3.29**.
- 3.13 "PETERBOROUGH DISTRICT" shall include all points west of Kingston District to Durham Regional Road No. 30. The west boundary shall follow Regional Road No. 30 north to its intersection with Highway No. 48. The boundary shall follow Highway No. 48 north to its intersection with Regional Road No. 9 and then follow Road No. 9 to Lake Simcoe. The boundary shall follow the shoreline of Lakes Simcoe and Couchiching east and north to Washago; and continue north on the eastside of Highway No. 11.
- 3.14 "KINGSTON DISTRICT" includes all points west of Montreal District west to a line drawn from Brighton through Frankford and Stirling to Madoc. Brighton, Frankford, Stirling and Madoc are all included in this District.
- 3.15 "MONTREAL DISTRICT" shall include the Province of Quebec and west to include Cornwall, On; Hwy 138 north to Hwy 417 to Regional Road #9 to Treadwell, On.
- 3.16 "TORONTO TRANSFER ZONE" shall include all points from the York/Durham Regional boundary (Durham Rd #30) in the east, Winston Churchill Boulevard (Rd #19) in the west, Major Mackenzie (York Rd #25) and Mayfield Rd. (Peel Rd. #14) in the north, the shore of Lake Ontario in the south.
- 3.17 "TORONTO METRO ZONE" shall include all points within the boundaries of Metropolitan Toronto.
- 3.18 "CHARTER" unless otherwise provided for in this agreement shall mean any trip. Drivers are required to provide all services requested by customer including meal stops.
- 3.19 "TRANSFERS" shall be any single one-way movement per customer in a Five (5) hour period within a transfer zone. A transfer may include a maximum of one stop enroute. More than one stop shall reclassify the trip from transfer status to Charter status if the Driver obtains a statement and signature on their work order from the individual in charge of the group authorizing the extra services and charges. Border inspections are not considered to be a stop. All terminals at Lester B. Pearson International Airport and hotels are included as a point of departure or destination.

- 3.20 "SHUTTLE" shall mean multiple similar movements for a single customer, up to a maximum of Two (2) hours operating time one way. SEE SCHEDULE 'C' FOR SHUTTLE RULES.
- 3.21 "METRO CHARTERS" shall mean all one-way movements between any two points within the area set out in Article 3.18. A Metro Charter that includes the movement of luggage stored in the under compartments of a coach shall be upgraded to a transfer.
- 3.22 "MULTI-DAY CHARTER" shall mean any Charter that is longer than twenty-four (24) hours in duration up to a maximum of four (4) days.
- 3.23 "TOUR" shall mean any Multi-day charter longer than 4 days in duration.
- 3.24 "LINE RUN" shall mean any regular schedule service open to the general public on a pay per ride basis or a contract line run service operated on behalf of a third party.
- 3.25 "ONE-WAY TRIP" shall mean a one-way movement between two points. Unless otherwise provided for in this agreement, a Driver would be required to provide all services requested by customer including meal stops.
- 3.26 "TWO-WAY TRIP" shall mean a return trip between two points (same day or at a later date). The Driver would not be required to remain with the group between the two trips and could be required to operate other trips if dispatch requires. Unless otherwise provided for in this agreement, a Driver would be required to provide all services requested by the customer including meal stops.
- 3.27 "ROUND TRIP" means a trip that requires the Driver and bus to remain in readiness throughout the trip until it returns to its point of origin for a single customer. A Driver would be required to provide all services requested by the customer including meal stops.
- 3.28 "CONTRACT WORK" shall mean work the Company enters into with a customer that has special service requirements and necessitates the need for one Driver or a group of the same Drivers throughout the length of the contract.
- 3.29 "NIAGARA TRANSFER ZONE" shall include all points from Lake Ontario in the North, East from # 55 Hwy, south along the QEW through Buffalo, east to Transit Rd. U.S # 20/78 and south to U.S. # 20A (Big Tree Road). The above shall incorporate the complete Towns of Niagara On The Lake, Niagara Falls, Ft. Erie, Niagara Falls NY, Lewiston NY and the City of Buffalo N.Y. All transfers to or from the U.S. shall only be one-way movements.
- 3.30 "MONTREAL TRANSFER ZONE" includes the Islands of Laval and Montreal; the municipalities of Brossard, St Hubert and Longueuil. Both Mirabel and Dorval airports are included in this zone.
- 3.31 "DEFINITION OF HOME TERMINAL" A designated area within a District at which the Company bases equipment and Drivers for the purpose of assigning work. e.g. Niagara Falls, Kingston.
- 3.32 CREW - In the case of a Line-run means a full or partial work week of Work Shifts that shall not number more than five (5) in total.
- 3.33 "Work Shift" is a period of time that begins when you report to work following a core rest period of not less than 9 consecutive hours, and ends when you begin another core rest period of not less than 9 consecutive hours. The Work Shift time clock ticks continuously and cannot be stopped or paused

until you begin another core rest period. The Work Shift therefore includes periods of on-duty (driving) and off-duty time and cannot exceed 16 hours from "Garage Out" to "Garage In" if the Work Shift includes a minimum of 2 hours off duty time, with no one off-duty period less than 30 minutes. There can be periods of off-duty time less than 30 minutes in a Work Shift but they cannot be used to make up the required minimum of 2 hours. If the required minimum of 2 hours off-duty time during a Work Shift is not achieved, the Work Shift must be reduced from 16 hours by the shortfall of off-duty time and that time must be added to the legislated required 8 hour Core Rest Period following the completion of the Work Shift. If a Work Shift operates later than expected, a Driver would be required to operate the next day's Work Shift if they would have the legislated required 8 hour core rest period before beginning the Work Shift. The core rest period between Work Shifts on all Multiple Day Trips shall be **9 hours**.

- 3.34 Japanese Charter shall be any single-day Work Shift, multi-day Charter or Tour with Japanese Content save and except any One-way Japanese Charter trip that shall be included in Work Shifts at the time of preparing the 72-Hour Dispatch to operate in the most economical way.
- 3.35 "Hire Date" shall be the date that the Human Resources Department has confirmed that a new hire's file has all required information that includes in part, a completed application form, confirmation of reference checks, Vulnerable Sector Criminal Check, all the required documents confirming the completion of the Company's Training Program, Drivers' Abstract confirming the New Hire meets the Company's minimum license requirements.
- 3.36 "Bump" Throughout the Contract there are numerous situations where a Bump of a Driver from a Work Shift is allowed. When a Bump occurs, the Driver that has been Bumped from a Work Shift has no right to Bump another Driver and must remain available for another Work Shift as provided for in this Contract.
- 3.37 "Day" means a 24-hour period that begins at midnight and ends at midnight.

#### **ARTICLE 4 - NEW POSITIONS**

- 4.01 When a non-Unionized position in the Company becomes vacant which the Company elects to fill or if a new non-Unionized position is created, including but not limited to management, sales, or dispatch, such position shall be posted and all Drivers in the bargaining unit that apply shall be considered for said position as well as other applicants. The posting shall contain a brief description of the required job duties, the estimated hours of work, and any other information relevant to the position.

Interviews shall only be granted to persons deemed qualified for the position. In each case, the most qualified applicant shall be awarded the position.

- 4.02 If the Company requires driving positions, it shall be posted Company-wide in all Districts. Driving positions shall be filled directly by those Drivers presently governed by this Agreement and shall be offered first to full-time Drivers company-wide and then to part-time Driver(s) in the District with the vacancy who signed the posting in order of Bargaining Unit Seniority and subject to all conditions as outlined in Article 22.01.
- (a) If a Driver changes Districts for the purpose of filling a new position, they would not have to meet the requirement of remaining in

the new District for a minimum of two (2) years until the next Category sign-up as set out in Article 22.01.

- (b) If after the posting has been completed and Drivers are still required, the Company shall then fill the positions with outside applicants.

## **ARTICLE 5 - REQUIREMENTS OF EMPLOYMENT**

- 5.01 Ontario resident Charter, Tour and Line-run Drivers must be the holder of, and continue to maintain a valid Class "B" Driver's License including a "Z" endorsement or; equivalent Driver's License if a resident of another Jurisdiction.
- 5.02 Drivers must be twenty-one years of age or older.
- 5.03 A Driver may be required to obtain a Credit Card guaranteed by the Company. Personal use of the card shall subject the Driver to dismissal and any personal charges shall be deducted from any monies owed to the Driver.
- 5.04 A Driver must be able to be included in the Company's Blanket Bond. If for some reason a Driver is deleted from coverage by the Bonding Company, he shall only be employed on work that does not require a bonded Driver.
- 5.05 While employed with the Company, a Driver must report immediately to their supervisor if charged with an offense, that if found guilty, would result in the Driver not being in compliance with Article 5.01. The Company (unless provided for in other Articles) shall take no action until a final determination has been made. The Company shall obtain from each Driver quarterly, a completed Certificate of Violations indicating any offense that has, or could impact the Driver's ability to be in compliance with Article 5.01. Failure to give the required notification or, if a Driver makes a false statement, could result in discipline to the Driver, up to and including dismissal.
- 5.06 A Driver must not have been convicted or found guilty of a sexual or moral offense under the Criminal Code of Canada.
- 5.07 A Driver must not have been convicted or found guilty under the Narcotic Control Act of Canada.
- 5.08 A Driver must not have been convicted or found guilty of an offence under the Criminal Code of Canada by means of a motor vehicle for which a pardon has not been granted.
- 5.09 An Applicant for a Driver's position with the Company must not have had a Driver's license suspension at any time within the preceding twenty-four (24) months prior to the date on the application.
  - (a) A Driver whose license has been downgraded for health reasons, and is unable to meet the requirements of Article 5.01 shall be granted a leave of absence pursuant to Article 10 for a period not to exceed two years. If the Driver's license has not been upgraded to meet the requirements of Article 5.01 by the end of the two years, the Driver shall have been deemed to have left the employment of the Company. The said period may be extended by the Company up to a maximum of a third year, provided medical information to substantiate the extension is provided to the Company by the Driver before the expiry of the said two year period. The Driver shall be responsible for the cost of their benefits for any medical leave beyond one year. The period may be

extended to two years at the discretion of the Company and subject to the Company's ability to purchase the insurance as set out in Articles 15.03, 15.04, 15.05 and 15.06.

- 5.10 Drivers shall be required to have medical examinations on a regular basis, which shall keep them in compliance with both U.S. and Canadian requirements. The Coach Canada Physician's Medical Fitness Confirmation Report, prepared by the examining Medical Doctor must be filed with the Company, prepared by the examining Medical Doctor must be filed with the Company. It shall remain the Driver's responsibility to keep a current medical report on file with the Company. The Company reserves the right to request a Driver to see a Company appointed Medical Doctor at any time. If this happens the doctor fee shall be paid in full by the Company. A Driver, who fails to comply with this article, shall be taken out of service until the requirements are met. A Driver who has not complied within 60 days, shall furnish the Company with a valid explanation acceptable to the Company or be deemed to have terminated their employment. The Company and Union shall meet to discuss the situation of a Driver who fails to qualify in all jurisdictions.
- 5.11 (a) All physical examinations required by any government agency to keep a Driver in compliance with Articles 5.01 and 5.10 shall be by a qualified physician. The Company shall pay up to **\$150.00** for the examination if the Driver submits to the Company a photocopy of any notice of the requirement from a government agency. A Driver may have the physician bill the Company directly or submit to the Company a copy of a receipt for payment from the physician.
- (b) The Company has initiated alcohol and drug testing and, whether it is random, or post accident etc. all costs shall be borne by the Company. A Driver shall be paid two hours at the hourly rate shown in Article 27.01 and mileage at a rate shown in Article 29 if required to drive their personal vehicle for the test. If required to go for testing on a driver's day off, then mileage is paid mileage from home **and back** to the nearest testing facility directed by District Manager.
- (c) If an accident is deemed to be non preventable, operators being held out of service pending results of post accident Drug and Alcohol testing, shall receive the one-day charter rate of pay as outlined in Schedule A, for each day missed.
- 5.12 Drivers' eligibility for work with the Company shall cease if they fail to file with the Company **a complete and properly submitted daily** log, daily forms and Reports, **including accident reports**, or any other form prescribed by Federal, Provincial or U.S. Law, within the required time limit. A Driver who fails to file the required forms, Reports **and logs** within the time limit shall be withheld from service until they are in compliance. A Driver not making themselves in compliance within seven days from receipt of notification from the Company shall be deemed to have **terminated their** employment **with** the Company.
- 5.13 A Driver would be required to gain entrance to the United States of America in order to be employed by the Company. This shall be a requirement in order to continue employment with the Company. Consideration may be given to a Driver that fails to meet the requirement of Article 5.13.
- 5.14 A Driver has an obligation to arrive at work fit for duty which includes having had appropriate rest and not being impaired for any reason.

- 5.15 The Driver shall provide current and accurate address, phone number and contact information to the Company and the Union. If the Driver cannot be reached at the address and or telephone number provided, the Company and/or union shall not be held responsible for any lack of notification.
- 5.16(a) A full-time Driver may not work for another Employer which interferes with their full-time availability, including the violation of the hours of service. All work for another Employer must be fully disclosed and accounted for to the Company **in the form of a completed** log, when legally required to do so and be submitted daily or prior to the next schedule shift **as outlined in Article 5.12.**
- (b) A Part-time Driver who works for another Employer must fully account for all time worked to the Company **en in the form of a completed** log, when legally required to do so, and be submitted daily or prior to the next schedule shift, **as outlined in Article 5.12.**

## ARTICLE 6 - NEW DRIVERS

- 6.01 Full-time and Part-time Drivers shall be on probation for a period of six months from the date of operating their first Work Shift as a coach Driver within the bargaining unit. **During the initial period of six (6) months employment any time over and above 3 consecutive days, on a personal leave of absence, WSIB or any other leave including sick time, does not count towards the Employees probationary period.** The Driver's Probationary Period may be extended by mutual agreement between the Company and the Union, such requests by the Company will not be unreasonably withheld. Any Driver transferring from another position in the Company to be a coach Driver, and does not qualify for continued employment with the Company under this agreement beyond the probation period, shall not have an automatic right to return to another position in the Company.

A Driver shall be entitled to all rights and privileges in the agreement, except with respect to discharge. Subject to the requirements of the Canada Labour Code, Drivers may be terminated at any time during the probation period without recourse to the Grievance Procedure, unless the Union claims discrimination pursuant to the Canada Labour Code. No discharge shall occur without just cause and a proper hearing while on probation. Drivers shall serve their probation period at the time of their first employment in the bargaining unit. The Driver shall not be required to serve it a second time with a change of status or position within the bargaining unit/Company or, if the position the Driver transferred to has been eliminated by the company. However, if the Driver on his own returns to the bargaining unit after six months, they would be required to go through the probationary period and their new Seniority date within the Bargaining Unit would be the date of transfer back to the Bargaining Unit.

- 6.02 Subject to the requirements of this Agreement, any new Driver must operate any Work Shift assigned to them.

## ARTICLE 7 - GRIEVANCE PROCEDURES

- 7.01 A grievance under this Agreement shall be defined as a difference of opinion between the Company and the Union or a Driver as to the interpretation, application, administration or alleged violation of this Agreement.
- 7.02 The Chairperson and Stewards, so long as they remain Drivers of the Company, shall constitute the grievance committee until their successors are chosen.
- 7.03 **STEP ONE** - A Driver having a grievance, along with their Union representative, shall submit the grievance in writing to the Company within fourteen (14) calendar days of the occurrence, or if away, from when the Driver has returned to their Home Terminal. The Company shall reply in writing with a reasonable explanation and supporting documentation, if available, within twenty-one (21) calendar days from the filing of the grievance.
- 7.04 **STEP TWO** - Within 15 calendar days of notification to the Union by the Company, of having denied a grievance at Step One, the Union must notify the Company of its intention to progress the grievance to Step Two.
- The Union and the Company designates shall meet at a time and place determined by the parties, but in any event no later than thirty (30) calendar days from the date of the notification by the Union to proceed to Step Two with a grievance. **The Union to provide a list of grievances to the Company, 24 hours prior to the meeting.** In the case of a suspension of 7 calendar days or more, or discharge, it shall be within 7 calendar days of notification to go to Step Two.
- 7.05 **STEP THREE** - Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration shall be given within thirty (30) calendar days from the date of the meeting in step two. The notice shall contain the name of the first party appointed to the arbitration board. The recipient of the notice shall within thirty (30) calendar days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within thirty (30) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Canada, or designate as provided by statute or otherwise, upon the request of either party.
- 7.06 The Arbitration Board shall hear and determine a difference or allegation and shall issue a decision and the decision is final and binding upon the Union and the Company. The decision of a majority is a decision of the Arbitration Board, but in no event shall the Board of Arbitration have the power to change this agreement, or to alter, modify or amend any of its provisions.
- 7.07 Each party shall pay one-half of the fees and expenses of the Chairperson and bear the costs of their nominees to the Board of Arbitration.
- 7.08 Where requested and agreed upon by the Union and the Company, the parties may agree to waive the three (3) person arbitration board (outlined in Article 7.05), and have only one (1) arbitrator hear a particular grievance.
- 7.09 The parties may extend time limits or by-pass steps in procedures in Article 7 by mutual agreement in writing. When a party asks for an extension in

time, the other party must reply within seven (7) days. Any request for an extension in time shall not be unreasonably withheld.

- 7.10 If a party to this Agreement violates the time periods set out in Article 7, or fails to request an extension in the time period (such request shall not be unreasonably withheld); it shall be deemed that the Party has yielded and must concede the matter to the other Party without prejudice.
- 7.11 If the final day of any notice requirement falls on a Saturday, Sunday or Statutory Holiday, the final day for notice would be the first business day following.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

- 8.01 A Driver shall not be disciplined or discharged nor shall entries be made against a Driver's record without sufficient cause, and in each case where disciplinary action is taken, the Driver shall be given a written statement in accordance with Article 3.09 of the precise charges against the Driver and the disciplinary action to be taken prior to the commencement of such discipline. However, the Driver may be notified of such discipline by telephone while the written notification is in transit. Notification thereof shall be furnished to the Union simultaneously therewith by telephone or in person pending receipt of a copy of the written statement that shall be placed in the personnel file. Required meetings for the purpose of investigation shall not need to meet the requirements of this Article. A Driver may be withheld from service for the purpose of the investigation **of a serious safety concern**, however, the Driver would receive their normal rate of pay for each day after 48 hours (save and except Saturday, Sunday, and Statutory Holidays) unless the matter has not been finalized due to the need for additional information from the Driver them self or a 3<sup>rd</sup> party. When deemed necessary a disciplinary hearing shall be held within **14** days of receiving notification of the occurrence, pending the availability of all relevant parties. Any Driver discipline must be rendered within 7 days of the hearing unless additional input is required for those involved in the hearing. An extension may be granted by mutual agreement between the Company and the Union.

Documents from a Driver's file to be used in a discipline matter shall be supplied to the Driver and the Union at the time of the hearing or, if time permits at least twelve (12) hours prior to the hearing.

- 8.02 (a) Provided there is no re-occurrence of a related or similar incident the record of a Driver shall not be used against them at any time after twenty-four (24) months from the occurrence of the incident and shall be removed from the file in accordance with the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA).
- (b) Preventable accidents shall be kept on a Driver's record for a period of 24 months.
- (c) Complaints from persons other than customers about the Operating habits of a Driver shall not form the basis for disciplinary action involving a suspension unless the Company has received the complaint in writing, and has given the Driver an opportunity to respond to the complaint in writing. This does not apply with respect to law enforcement agencies.
- 8.03 (a) A Driver may be dismissed or suspended immediately for reporting for duty under the influence of alcohol and/or drugs, gross misconduct, dishonesty or insubordination, and the requirements of Article 8.01



must be satisfied within seven (7) calendar days of the Company having taken such action. The Company shall notify the Union at the time of first taking the action with the Driver.

- (b) In the case of an accident or observed serious safety concern, no disciplinary action shall be taken until the completion of the investigation. However, a Driver may be withheld from service until the investigation has been completed and the Company would not have to meet the requirements of Article 8.01. A meeting shall be called within forty-eight (48) hours of being withheld if circumstances allow, except in the case of a serious accident. Where the Driver is found to be at fault, this period shall be applied as part of a suspension period if applicable.
- (c) Any Driver caught tampering with any sign-up sheets shall be dealt with severely by either the Union and/or the Company and shall not be permitted to sign on the board for 90 days.

- 8.04 If, as a result of an appeal, the discipline or the discharge is revised or cleared, the record of the Driver shall be corrected accordingly and if the Driver is cleared of any wrongdoing, the Driver shall be paid for any loss of earnings in accordance with the decision rendered plus reasonable travel expenses if the same were incurred as a result of a hearing having taken place at a point other than the Home Terminal of the Driver involved.
- 8.05 In the absence of a valid reason, suitable to the Company, a Driver who refuses or is unavailable for their Work Shift on a day they have not booked off (article 27.01) or a day they have made themselves available (Article 24.04), is subject to discipline if the Work Shift assigned to them is in compliance with the requirements of this agreement.
- 8.06 Generally speaking, in the event that it is necessary to discipline a Driver covered by this Agreement, such proceedings shall take place at the Driver's Home District.
- 8.07 If a Driver is to be interviewed concerning an investigation report prepared by a third party, the meeting shall take place within thirty (30) days of the Company having received the final written report.

**ARTICLE 9 - LAY OFFS (FULL-TIME)**

- 9.01 A Full-time lay-off shall be defined as a reduction in the work force of the Company. Drivers on lay-off shall have the opportunity to obtain work assignments as in accordance to availability. Part-time Drivers shall be assigned work only if Drivers on lay-off are unavailable.
- 9.02 LAY-OFF  
  
When laying off a Driver, the Company shall give the Driver affected and Union as much advance notice of lay-off as possible, and upon receiving such notice, the Driver must immediately register his name, address and telephone number with the Company and the Union and keep this address and telephone number current should any change occur.
- 9.03 Both parties recognize job security shall increase in proportion to length of service. In the event of a lay-off, unless otherwise provided for elsewhere in this Agreement, Drivers within a District shall be laid off in reverse order of seniority.

Those Drivers affected may immediately exercise their seniority to displace (bump) any junior Drivers on a line-run within the District for the duration of the sign-up, but upon a recall to service must resume their former position in the category they occupied prior to their lay-off.

During a period when a layoff is in effect, a line-run Driver shall only be available to operate a Charter on their day off, if there are no full-time Drivers available to work who have been laid off.

9.04 ORDER OF RECALL

Drivers shall be recalled in order of seniority, within their District. Notice of recall shall be by registered mail to the Driver; and the Union pursuant to Article 3.09.

Those Drivers laid off as a result of Article 9.02 and upon recall to service shall resume their former position in the line-run category for the duration of the sign-up. If in the event more than one linerun is open as a result of the recall to service, the line-runs shall be offered to those Drivers formerly in the line-run category by seniority choice.

9.05 The Company shall maintain Driver benefits (as set out in Article 15) for all temporary laid-off Drivers for the period up to a maximum of 6 months

9.06 Laid-off Drivers shall continue to accumulate Company service seniority, while the layoff is in effect.

9.07 The Company shall insure that the full time work force level reflects customer demand by season.

9.08 Refer to Article 26.05

**ARTICLE 10 - LEAVE OF ABSENCE/PERSONAL DAYS**

10.01 (a) Drivers may, provided it does not interfere with the on-going operations of the Company, upon written application to the Company and subject to written approval from the Company, be granted leave of absence without pay for personal reasons or to attend Union business or Educational Conventions. Drivers on a leave of absence who, without the prior written approval from the Company continue to drive commercial vehicles, where the employer or Driver is required to obtain a Commercial Vehicle Owners Registration in Ontario or be registered pursuant to Bill 430 in Quebec shall be deemed to have terminated their employment with the Company. The Company shall not deny any Driver a leave of absence while a lay-off is in effect in their job category and District provided all conditions in this Article 10 are met. Any Driver granted a leave of absence for a period greater than 14 days must return all Company property to the Company prior to their departure from the Company. Approval shall not be unreasonably withheld except, it is understood that no leave of absence or personal days shall be granted unless all eligible vacation time off has been booked with the Company.

The Company agrees to two (2) unpaid personal days per year; subject to scheduling approval, that will not unreasonably be withheld, and once granted the day is guaranteed.

(b) The Company recognizes that the Union Executive Board have specific duties to perform, which require time availability on their part. This

necessary time shall be granted without pay. It is further agreed that the Executive of the Union shall be granted, upon request, time away from work without pay. The Union recognizes the special needs of the Company's manpower requirements and shall endeavour to minimize the impact to the Company's operation.

- 10.02 When the Company has been notified of a serious illness of a Driver's immediate family, he shall be notified as soon as possible. The Driver shall be granted the right to leave a group after all necessary arrangements have been made with the Company to assure the continuance of the group's trip. Any expense incurred by the Driver would be their own responsibility.
- 10.03 At the Company's expense, and only once in each calendar year a Driver's benefits as set out in Article 15 shall be maintained during the first thirty (30) days of a leave of absence. Following which the Driver shall have the option of paying the cost of their benefits for the period extending the leave to a maximum of six months from the first day that the leave of absence began and shall not accumulate any additional seniority in reference to vacation and sick days. Date of service and seniority ranking shall always remain the same.
- 10.04 The Company shall not deny any Driver a leave of absence for any length of time for the purpose of filling an International Office with the Union or any other elected office. Following which, the Driver shall have the option of paying the cost of their benefits for the period extending the leave to a maximum of 3 years from the first day that the leave of absence began. It is further understood that said Driver shall accumulate seniority during such leave and pursuant to Article 5 shall be reinstated with full seniority upon completion of such term and shall, within 30 days, upon completion of such term exercise their seniority within the bargaining unit.
- 10.05 A Driver transferred to a position outside the scope of the current Collective Agreement, within the ranks of the Company, shall continue to accumulate seniority in the group from which they were transferred for a period of six (6) months.
- A Driver remaining in a position not covered by this Agreement for more than six (6) months shall relinquish all accumulated seniority. A Driver returning to the bargaining unit within the above-mentioned period shall only be allowed to return to the District from which they transferred. Any Driver released from such position must, within thirty (30) days of such release, exercise their seniority within the bargaining unit. Failing to do so shall forfeit their seniority and their name shall be removed from the seniority list.
- 10.06 Compassion, Maternity and Parental Leaves shall be granted in accordance with the requirements of the Canada Labour Code and related Regulations and the Company shall pay the cost of benefits as set out in Article 15.

## **ARTICLE 11 - BEREAVEMENT LEAVE**

- 11.01 **An Employee is entitled to and shall be granted, in the event of the death of a member of their immediate family, a leave of absence from employment of up to 5 days that may be taken during the period that begins on the day on which the death occurs and ends 6 weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. The Employee is entitled to the first 3 days of the leave with pay at their regular rate of wages. The leave of absence may be taken in one or 2**

**periods. The Employer may require that any period of leave be of not less than one day's duration.**

Drivers shall be paid according to the applicable rate of pay for either line-run, or one day Charter for each of the three days if they had been, or would have been, assigned work.

(a) Extended Bereavement/Mourning Leave

Subject to Article 10.03 and if sufficient Drivers are available to meet the Driver requirements of the Company, every full-time Driver shall be granted, in the event of the death of a member of their immediate family, extended bereavement leave (without pay) **up to 14 days.**

(b) Immediate Family

Includes: spouse or common-law partner; Driver's father and mother and the spouse or common-law partner of the father or mother; Driver's children and the children of the Driver's spouse or common-law partner; Driver's grandchildren; Driver's brothers and sisters and the brothers and sisters of their current spouse; Driver'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 Driver who resides permanently with the Driver or whom the Driver 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.

(c) Subject to the operating requirements of the Company, a Driver with prior written approval would be given time off without pay to attend the funeral of a sister-in-law, brother-in-law, son-in-law and daughter-in-law.

11.02 In the event of a death of a member of the immediate family of a Driver while away from home base, they shall be granted the right to leave a group after all necessary arrangements have been made with the Company to ensure the continuance of the group's trip. The Company shall make reasonable transportation arrangements to bring the Driver home at the Company's expense.

## **ARTICLE 12 - VACATION AND RETIREMENT**

12.01 All Full-time Drivers shall accumulate vacation pay and vacation leave at the following rate:

completion - 1 year of Full-time employment - 4% and 2 weeks  
completion - 4 years of Full-time employment - 6% and 3 weeks  
completion - 9 years of Full-time employment - 8% and 4 weeks  
completion - 13 years of Full-time employment - 10% and 5 weeks  
completion - 18 years of Full-time employment - 12% and 6 weeks

12.02 Vacation pay for Part-time Drivers shall accumulate at the rate of 4%, 6% after **5 years**, and **8% after 10 years** of continuous employment with the Company.

12.03 Drivers shall receive vacation pay by April 15th and October 15th, issued to the Driver by means of a separate "Vacation Pay" cheque.

In calculating vacation pay, the amount shall be based upon wages earned including any vacation pay received by a Driver from October 1st to March 31st and from April 1st to September 30th in any twelve (12) month period.

If a Driver wishes to receive their vacation pay prior to going on vacation, they shall have to notify the Personnel Department three (3) weeks prior to the Pay Date in which they wish the vacation pay to be included.

12.04 Vacations shall be subject to the approval and the operating requirements of the Company. The Company shall allow the Union to view the vacation calendar fifteen (15) days prior to start of the bidding process. Restrictions may be placed on the time of vacation, number of consecutive weeks and the number of Drivers off at the same time. The Company shall grant to one Driver at a minimum in each District, a vacation week for each week throughout the year **except for the week leading up to Victoria Day and Thanksgiving Day holidays during which time a minimum of one week will be made available Company-wide.** Vacation period(s) shall be awarded on a seniority basis. Once a Driver has been awarded their vacation period(s), the Company shall not assign work to a Driver during their vacation period unless mutually agreed to by the Driver and the Company.

- (a) During the period June 1<sup>st</sup> to September 30<sup>th</sup> each year, Drivers shall be restricted to bidding a maximum of two week's vacation in this "Prime Time" period.
- (b) A list shall be posted in each District by the first Monday in November listing the name of each Driver registered in the District, and the number of vacation weeks they are entitled to between February 1<sup>st</sup> and January 31<sup>st</sup> each year.

A second list (calendar) shall be posted at the same time showing the number of available spots for each week in the fifty-two (52) week period for Drivers to book their vacation. Each Driver by seniority shall have a time slot noted on the Drivers list for them to book their vacation in accordance with all the requirements of Article 12. Booking can be done by Company email, fax or in person. Any Vacation Weeks cancelled **by the Driver** shall be rebooked at a time jointly agreed to by the Company and the Driver. **Any Driver canceling vacation after the day is "cut off" (24.02) would be dispatched as an available Driver (no bump allowed) and would not be re-assigned on any request work, 30 day sign up or line-run, etc. Any line-run Driver canceling with less than 14 days would be covered by 12.08.**

- (c) Driver is not required to book their vacations at the time of the annual posting. A Driver may hold their vacations and take them as a single day, or any group of multiple days as agreed to by the Driver and the Company.

12.05 Vacation week(s) shall begin at **00:01** Saturday and end at 2400 on a Friday. Exceptions must be mutually agreed to in advance by the Company and the requesting Driver. A vacation week includes five (5) working days that can be taken as single days. If requested at least 30 days in advance, an eighth vacation day or a previously banked day would be added in advance of, or at the end of the vacation week, and the number of single days off granted pursuant to Article 27 shall be reduced in the affected District on any given day by the number of eighth days granted. Drivers shall confirm their work assignment with dispatch by 20:45 on their last scheduled day of vacation. **It is understood that line-run Drivers are required to operate scheduled work shifts that go past 24:00.**

- 12.06 At the completion of the process for Drivers to book their vacations, a list for each District shall be posted in that District and a second copy shall be sent to the Union.
- 12.07 A Driver who reaches 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 would be required to have a license in good standing (article 5.01), pass an annual medical physical administered by a Company physician at no cost to the Driver, and pass a skills competency test administered by a Company signing authority representing the Ministry of Transportation. As per the Company mandated "Compulsory Evaluation of Job Performance for ATU Drivers" policy.
- (a) A full-time Driver with at least **ten (10)** years continuous full-time service, in each District wishing to wind down, may give notice to the Company by October 1<sup>st</sup> each year and the Company shall give consideration, subject to the operating requirements and pursuant to Articles 10.01(a) and 10.03, of granting a Leave of Absence in the period covered by the Fall Bid to the Spring Bid. Any Driver qualifying for this request would have priority over any other request for a Leave of Absence. If granted, a leave under this Article shall be granted to the most senior Driver(s) requesting the leave if more than one makes a request. The Company shall respond to the request by October 22<sup>nd</sup>.
  - (b) If after October 1<sup>st</sup> the Company has not received a request for this wind down clause in a particular District, this leave of absence may be shared by up to three (3) separate Drivers from that District. This leave of absences cannot be taken in the same month and will be awarded on a seniority basis by October 29<sup>th</sup>.
- 12.08 If a Driver who is on a line-run cancels their vacation at least **ten (10)** days prior to the start of the vacation, they shall return to their line-run.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

- 13.01 The Company shall recognize the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Civic Day, Christmas Day, Boxing Day.
- 13.02 Charter and Tour Board Drivers shall receive holiday pay for a Statutory Holiday equal to the "one day Charter rate and Multi-day rate respectively". Line-run Drivers shall receive an amount equal to their average daily crew rate of pay. For the purpose of this article, only those Drivers who were offered pre-selection Tour sheets (re: Article 23.02), shall qualify for the Multi-day rate of pay for statutory holidays. If a Charter Driver operates an open line run crew, and works a statutory holiday, they would be paid the statutory holiday pay due to the line run Driver, if the Charter Driver operates the entire crew.
- 13.03 If a Driver works on a Statutory Holiday they shall, in addition to their holiday pay, be paid one and one-half times their regular rate of pay.
- 13.04 If a paid holiday falls or is observed during a Driver's vacation period, they shall be granted an additional day's vacation for each holiday on the end of their regular vacation time upon request prior to vacation commencing **or be allowed to bank the day.**
- 13.05 Laid off full-time Drivers, part-time Drivers, probationary Drivers and Drivers on leave of absence, shall only be entitled to holiday pay if the Driver has earned wages on at least fifteen (15) days in the thirty (30) day period immediately preceding the holiday.
- 13.06 No Laid-off or Part-time Driver shall be entitled to be paid for a statutory holiday if they fail to make themselves available to work in accordance with the conditions set out in Article 24.05, with the exception being line run Drivers on a schedule day off.
- 13.07 Any Driver who fails to operate their Work Shift on a statutory holiday shall forfeit their Statutory holiday pay save and except for medical reasons that is supported by a doctor's certificate or any other valid reason acceptable by the Company.
- 13.08 A Driver shall be able to bank a statutory day and in such instances the Driver shall be paid time and half for working the statutory day and when taken, the banked day shall be at regular rate. The banked day must be used within one (1) year of the day it was earned or paid out on first pay following a one year anniversary of the bank day. The banked day must be taken at a mutually agreeable time. The Employer shall not unreasonably withhold agreement on a day requested by the Driver.

## **ARTICLE 14 - LEGAL PROCEEDINGS**

- 14.01 All reasonable expenses, costs, and lost wages as set out in Article 14.02, with respect to any legal action brought jointly against a Driver and the Company, or against the Driver shall be paid by the Company when, in the opinion of the Company, such Driver was acting within the scope and during the course of their employment and provided such actions did not constitute a gross disregard or neglect of their prescribed duties.

- 14.02 Full-time Drivers covered by this collective agreement who are required to serve as a juror, and any full-time or part-time Driver required to be a witness in a case related to Company business and their participation is deemed necessary by the Company shall receive the difference between the amount they would have earned if scheduled or would have been scheduled (Charter and Tour one day Charter rate; line run - regular rate of pay) less any monies the Driver receives for such court attendance (exclusive of expenses) to a maximum of 10 days of payment in total for each Driver.

## **ARTICLE 15 - DRIVER BENEFITS**

**DRIVERS SHOULD ALWAYS REFER TO THEIR COPY OF THE BENEFIT BOOK PROVIDED BY THE INSURANCE COMPANY TO SEE THE FULL BENEFIT PROGRAM AVAILABLE TO THEM AS WELL AS THE APPLICABLE DEDUCTIBLES.**

- 15.01 All "Full-time Drivers" of the Company covered by this contract are eligible for the benefits outlined below (explained in more detail in the benefit pamphlet) after the third month following the commencement of their first assignment as a full-time Driver with the Company and, unless noted otherwise, 100% of the cost of these benefits shall be paid by the Company.
- 15.02 The Company shall provide the Union with copies of all policies outlining the benefits as they pertain to the Union and its members. Should the Company desire to change carriers, it shall provide the Union with copies of any new policies of insurance once they become effective. In no event shall new coverage result in benefits, which are not equivalent or greater to those currently provided for in this contract.
- 15.03 Group Life Insurance - each Full-time Driver is eligible for group life insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00. Insurance coverage shall be reduced to 50% of their annual salary at the age of sixty-five (65)
- 15.04 Accidental Death and Dismemberment - each Full-time Driver is eligible for accidental death and dismemberment insurance with coverage up to 100% of their annual salary, subject to a maximum limit of \$100,000.00.
- 15.05 Dental Insurance - The Company agrees to provide Full-time Drivers with a dental insurance plan that provides for each single person paying the first \$50.00 and each family paying the first \$75.00 in each calendar year.
- 15.06 Extended Health Care Coverage - The Company agrees to provide Full-time Drivers with an extended health care plan. This plan shall include:
- a) Semi-private room accommodation in hospitals;
  - b) Hearing aid & vision plan;
  - c) Drug plan with a deductible equal to any cost over a dispensing fee cap of \$4.00 for each prescription;
  - d) Out of Canada emergency coverage (for periods up to 90 days per trip) subject to a deductible of \$50.00 for a single person and \$75.00 for a family in each calendar year; and
  - e) Massage Therapy benefit \$400 per calendar year  
Chiropractic benefit \$400 per calendar year  
Physiotherapy benefits \$400 per calendar year  
PSA test once every 2 years  
Coverage for Viagra  
Dental \$2000 per calendar year



Increased Vision benefits to \$300 once every two year  
Added Denture coverage to maximum \$2000 per calendar year

- 15.07 Starting on the first day of work, all Employees are entitled up to 5 unpaid personal/sick days per calendar year, but after an Employee has completed 3 months of continuous employment, 3 of those 5 personal/sick days will be paid at 100% their rate of pay when taken.

Full-time Drivers in addition, shall accumulate 3 additional Personal/Sick days at the rate of one-half day per month from July 1<sup>st</sup> thru December 31<sup>st</sup>, paid at the reduced rate below. This will give the Employee a total of six (6) days per year.

Full-time Drivers, shall be allowed to accumulate paid Personal/Sick days to a maximum sixty days. Any Personal/Sick days accumulated when used, will be paid the rate of pay equal to 75% of the average daily crew rate for Line-run Drivers, and 75% of the one-day Charter rate for Charter and Tour Board Drivers. A Driver shall receive remuneration for each Personal/Sick day they are unable to return to work until the accumulated Personal/Sick day credits have been used. The Union will provide a letter from the Union's disability insurance provider on the maximum number of sick days required prior to a member being able to go on short term benefits.

Part-time Employees will be paid the average of the Employee's daily earnings, exclusive of overtime hours, for the 20 days the Employee has worked immediately preceding the first day of leave.

The definition of Personal/Sick leave is an absence from work due to personal illness or injury, Doctor or personal appointments, carrying out responsibilities related to the health or care of their family members, attending their citizenship ceremony or any other prescribed reason under the Canada Labour Code.

For the purpose of this Article, a sick-day is defined as a day that a Driver asks to be removed from any work assigned because they are unable to report to work due to medical reasons. A Driver that is off work due to sickness for three or more consecutive work shifts may be required to furnish the Company with a Return to Work form provided by the Company that has been completed by a medical doctor. A Driver who books a sick day on the day immediately prior to or following their approved days off or vacations, after the first occasion on an annual basis, may be required to submit a report from their medical doctor verifying their illness, on the Company's Form.

- (a) A driver must contact dispatch a minimum of 4 hours prior to booking off their assigned work. A Driver off sick must give a minimum of 12 hours' notice of their intent to return to work, and is responsible for confirming themselves on their next day's work.
- (b) A Driver retiring after reaching the age of 50, with 15+ years of seniority, will be entitled to cash out their sick days at 25% their current value of the daily rate of their category at retirement.

15.08 The cost of Health care coverage for Drivers while in the United States shall be paid for by the Company in the following circumstances:

(a) Full-time Drivers for all trips occurring in the period from the commencement of their first assignment as a full-time Driver up to the beginning of the month subsequent to the Driver having completed three months of service with the Company and receiving benefits as outlined in Article 15.06 d).

(b) Part-time Drivers for all trips.

15.09 The Pension Plan requires 100% participation by all Full-time Drivers. A Driver shall only be enrolled in the Pension Plan after they have returned the completed required forms to the Company. A monthly contribution of 8% of monthly gross earnings split 50/50 between each Full-time Driver and Company shall be paid into the plan. To be eligible a Driver must have completed two (2) years of Full-time service.

If a Full-time Driver changes status and becomes a Part-time Driver, their membership in the Pension Plan shall continue and the monthly contribution as noted above shall continue.

Part-time Drivers 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 2020 is \$58,700.**

15.10 **OVERTIME** - Overtime shall be paid to Drivers in accordance with the requirements set out in Part III, Division 1 of the Canada Labour Code and the Canada Labour Standards Regulations. Section 9 of the Motor Vehicle Operators Hours of Work Regulations defines a Standard Hour of Work for a Bus Driver that is more clearly set out below.

If Overtime is to be paid pursuant to the requirements of Article 15.10, for the purpose of overtime calculation, hours shall be averaged on a three month basis. Calculation of hours begins February 1<sup>st</sup> to April 30<sup>th</sup>; May 1<sup>st</sup> to July 31<sup>st</sup>; August 1<sup>st</sup> to October 31<sup>st</sup>; and November 1<sup>st</sup> to January 31<sup>st</sup>. Any remuneration due to a Driver shall be paid by 60 days after each period, provided that all the correct information required to be submitted to the Company by all Drivers, has been done so in the required time period. The hourly rate of pay to be paid for each hour of overtime shall be half the hourly rate noted in the Rate of Pay Schedule.

The first quarterly calculation shall be for the period August 1<sup>st</sup>, to October 31<sup>st</sup>, 2007.

(a) To determine the Standard Hours of Work for Drivers that would be included for the purpose of calculating overtime, Hours shall be tracked by using the Drivers Log. The total "Driving Time" of a Work Shift plus one and a half (1 ½) hours; and any stand-by hours in a Work Shift as set out in Article 28.05 shall be the Standard Hours of Work for each Driver.

The parties agree that for the Company to meet the required deadline, neatness on the part of the Driver is essential so that scanners can pick up the required information to make the calculation.

(b) A list shall be given to the District Manager and the Union showing the status and calculation of payment of Overtime of a Driver's Hours of Work.

- 15.11 When a Driver, their spouse and dependent children, a retired Driver and their spouse wish to travel on a Company line run, they would be required to request seven (7) days in advance from their Supervisor a ticket to be used for the trip in accordance with the Company's Policy 'Driver Transportation Passes' dated May 3, 2003.
- 15.12 Long Term Disability - The Company shall pay 50% of the premium up to \$200.00 annually for Long Term Insurance purchased by a Full-time Driver. The Company shall make the payment each January for the preceding year's insurance after receipt of documents supporting that the insurance was in place for at least eight months in that year. In addition, the Company will contribute 100% of the EI rebate to the plan members as a result of the ATU Long and Short Term Disability plan.

## **ARTICLE 16 - COMPANY UNIFORMS**

16.01 Full-time Drivers when first hired shall receive:

- (1) six shirts (golf shirt, long or short sleeve)
- (2) three ties
- (3) one uniform jacket, windbreaker or three (3) season coat
- (4) three pair of trousers
- (5) Company approved sweater (cardigan, vest, long sleeve V neck pullover sweater)

Annually, full-time Drivers shall receive if required at time of seniority date, closest to March 1st or Nov.1st.

- (1) six shirts (golf shirt, long or short sleeve)
- (2) three ties
- (3) one uniform jacket, windbreaker or three (3) season coat
- (4) three pair of trousers
- (5) Company approved sweater (cardigan, vest, long sleeve V neck pullover sweater)

Every three years: (if necessary)

- (1) one all-weather coat (parka type) or wind breaker
- (2) one pair of rubber covered cotton gloves for fueling.

16.02 Upon termination of employment, the latest uniform shall be returned to the Company prior to the final pay being issued to the Driver, and if the uniform is not returned, the cost of replacement for same shall be deducted from the Driver's final pay.

16.03 Drivers are required to wear a complete uniform (including tie) at all times while on duty with the exception from June 1 to September 30 when they have the option of wearing Company issued golf shirts or any other time when the outside temperature reaches twenty-seven (27) degrees Celsius. A Driver who chooses not to wear the golf shirt may remove their tie and only the top button of the uniform shirt can be open.

The Company agrees to form a Uniform Committee comprised of both Union and Company.

16.04 Part-time Drivers shall pay 50% of the cost of their first uniform including parka. Replacement of items shall occur as required at the discretion of the

Company and at 100% cost to the Company. No Part-time Driver shall be issued or receive a replacement parka without the approval of the Company.

16.05 Once a Driver has been issued twelve shirts, two uniform jackets, four Ties, six Trousers and One Parka, replacement articles shall be issued with the article replaced turned in to the office.

16.06 If through no fault or negligence of the Driver, any part of any Driver's uniform that is damaged by oil, grease, etc., or torn beyond cleaning or repair while on duty, shall be replaced by the Company.

## **ARTICLE 17 - HEALTH AND SAFETY**

17.01 Drivers working under this Collective Bargaining Agreement shall be regulated by:

- a) Canada Occupational Safety and Health Regulations
- b) Federal Motor Carrier Safety Regulations and,

any other act or regulation that governs the conduct and health of a Driver while driving a bus in any jurisdiction in North America.

17.02 A Driver has the right to refuse to drive a vehicle they reasonably believe is mechanically unsafe and shall report immediately the details to the dispatch office for direction. A qualified maintenance person shall make the final determination as to whether or not the vehicle is safe to be driven and, if not, they shall withhold it from service until the required repairs have been made.

17.03 A Driver would be subject to immediate dismissal for the following:

- (a) If they consume an alcoholic beverage within ten (10) hours of going on duty; or
- (b) Take a prescription or illicit drug that would impair their ability to safely drive a Company vehicle; or
- (c) If found to have a higher than acceptable blood-alcohol level as determined by law in the jurisdiction that the trip they are operating travels in, into, or through; or
- (d) When they knowingly consume alcohol after having been told they would be required to operate a Work Shift.

17.04 The Company shall provide a defect report that shall meet the requirements of the law.

17.05 The Company and the Union recognize the need for Safety and Health Committees. The Company shall establish committees in accordance with the Canada Occupation, Safety and Health Regulations.

## **ARTICLE 18 - EQUIPMENT**

18.01 Without the prior written approval from a person authorized by the Company in a written notice to the Union:

- (a) A Driver shall not use a Company vehicle for personal use at their home base or while away on a trip.

- (b) A Driver shall not personally, or asks someone else to make additions, corrections or deletions of any kind to any Company vehicle (CB radio exempted).
- (c) A Driver shall not personally, or asks someone else to adjust the maximum speed that a Company vehicle shall travel.

18.02 The Company shall ensure all fluid levels (including washroom) are correct and sight glasses cleaned on vehicles at time of cleaning. However, each Driver has a responsibility to recheck all fluid levels and fuel the vehicle each day, as well as to ensure the unit has sufficient fuel to complete a trip.

- (a) At the Toronto Facility on Fridays, Saturdays, Sundays and Monday nights; the Company shall have staff fuel the buses that return to the Facility between the hours of 19:00 and 07:00. This does not remove the requirement for Drivers to make sure their bus is full of fuel before departing the Facility on any trip.

18.03 All current and future electronic monitoring devices will not be used for discipline until such time as the Driver has gone through the proper Driver improvement steps and have been unsuccessful, unless the issue is of a serious safety infraction and has a written complaint, or of a criminal nature.

## **ARTICLE 19 - PAYMENT OF EARNINGS**

19.01 The Company shall pay any remuneration due to a Driver within two weeks after the Driver has provided the services given rise to their right to remuneration in accordance with Section III in a given pay-period. With each pay, a Driver shall receive an itemized statement of their wages and deductions.

19.02 **PAY PERIOD** - is a fourteen (14) consecutive day period commencing on a Monday and ending on a Sunday.

For pay purposes, all Work Shifts commenced prior to midnight shall be considered paid on the day the shift commences.

19.03 **FREQUENCY OF PAY** - shall be every two weeks.

19.04 **WORKWEEK** - is a seven (7) consecutive day period beginning at 000001 hours on a Monday and ending at 2400 hours on a Sunday.

19.05 If a Coach Driver does a school run or other similar type of run they shall be paid at the prescribed rate for that particular run. However, no Coach Driver shall be forced to operate this type of trip, nor shall they be subject to suspension or any other type of penalty for refusing to do so.

## **ARTICLE 20 - THE AGREEMENT**

20.01 This Agreement shall be effective from the signing of the document and shall remain in full force and effect until the 31st day of December, **2022**.

20.02 Prior to the expiration of this Agreement, the parties shall enter into negotiation for the renewal of, and/or amendment to this Agreement in accordance with the provisions of the Canada Labour Code.

- 20.03 There shall be no strikes or lockouts so long as this agreement continues to be in effect.
- 20.04 Should the parties be unable to reach an agreement after following the provisions set forth in the Canada Labour Code, the parties mutually agree to accept binding arbitration.

## SECTION II OPERATING PROCEDURES

### ARTICLE 21 - SENIORITY

21.01 Seniority is defined as length of service with the Company. A Driver's seniority date shall be the date they are assigned their first paid trip for the Company following their last date of hire (or change of employment status) with the Company as per Articles 21.04, 21.05. The seniority list shall show all Drivers ranked in their proper seniority order as either a Full-time or Part-time Driver and display beside each name the Driver's seniority date.

The list shall be posted twice a year, before each category sign up (Article 22.01) commences. If two or more Drivers shall have the same seniority date, their respective ranking shall be determined by a draw conducted by the Company and the Union.

For a new-hire, when more than one Driver completes their training program on the same date and all pre-employment requirements have been met, there shall be a draw to determine the seniority position between the new-hires for the purpose of the bargaining unit.

21.02 Drivers shall lose their seniority and their employment shall be terminated in the event they:

- (a) Are discharged for just cause and are not reinstated, or;
- (b) They resign, or;
- (c) They are absent from work in excess of seven consecutive calendar days without sufficient cause or without notifying the Company unless such notice was not reasonably possible, or;
- (d) They fail to return to work within ten (10) calendar days following a lay-off and after being notified in accordance with Article 3.09 and Article 9 to do so, unless it is because of sickness or some other just cause. (It shall be the responsibility of the Driver to keep the Company informed of their current address and telephone number.), or;
- (e) They are laid-off for a period longer than one year, or;
- (f) They are off work due to sickness or accident, for a period longer than two years subject to the requirement of the Workers' Compensation Act. The said period may be extended by the Company up to a maximum of a third year, provided medical information to substantiate the extension is provided to the Company by the Driver before the expiry of the said two year period. The Driver shall be responsible for the cost of their benefits for any extension in the time given, or;
- (g) They reach the age of mandatory retirement more clearly set out in Article 12.07, or;
- (h) If they are a part-time Driver who has not made themselves available **or worked as outlined in Article 24.04 (a)** during a six-month period without a valid reason suitable to the Company.

21.03 At no time shall the number of Part-time Drivers exceed forty-nine (49) percent of the number of Full-time Drivers covered by this Collective Bargaining Agreement. The parties shall meet on a quarterly basis to

determine the status and names of all Drivers in order to maintain up to date lists.

- 21.04 Should a Full-time Driver wish to become a Part-time Driver, and the Company requires Part-Time Drivers, the Driver shall retain full Company seniority ranking on the Part-time list and shall also qualify for Class 1 wages for the first year.
- 21.05 A Part-time Driver wishing to become Full-time and the Company requires Full-Time Drivers, shall begin with a new seniority date, commencing with their date of transfer to become a Full-time Driver.
- 21.06 Where, as a result of an error by the Company at the time of the required posting of the Seventy-two (72) Hour Dispatch as set out in Article 24, a Driver with more seniority (without their prior approval and not in compliance with the terms of this agreement) is dispatched a Work Shift which pays less than a Work Shift assigned to a More Junior Driver, the Company shall pay to the Senior Driver the difference between the two Work Shifts if such difference is in excess of Ten (\$10.00) DOLLARS. However any error in a Work Shift assignment can be grieved if it is alleged to contravene the Collective Agreement.
- 21.07 Should any District be closed, down sized or sold by the Company, the Drivers from that District shall have the right to bump into any other District after exercising their seniority in their own District first, retaining their full seniority immediately, and shall be subject to the requirements of Article 22.01(B). Drivers shall have fourteen (14) calendar days from the date of notice of termination to notify. Should the Driver not exercise their right to bump, than the Driver will be entitled to severance under the Canadian Labour Code.



## ARTICLE 22 - CATEGORY SIGN-UP PROCEDURES

22.01 (a) All Line Run Crews and Charter Category positions in each District shall be posted at least twenty-one (21) days prior to the first Sunday in March, July and November; and be effective 22 days later unless that day falls on a Statutory Holiday, and then it would be the next day. Drivers would have two (2) days from the date of posting to give notice to the Company of their intent to change Districts. A Driver would only be able to change Districts if there are open positions available in another District and the Driver would be required to remain in their new District for a minimum of two years. SEE Article 4.02 (a).

Subject to the requirements of Article 23.05, a Driver signing the bid sheet would remain in their chosen category until the next posting for Category Sign-up. The actual sign-up shall be spread over a five (5) day period.

(b) 1) If a Charter Category exists in a District, All Full-Time Drivers registering for the Charter board must choose a Category at this time.

In each District the Charter categories shall be:

- i) TOUR - Shall be those Drivers with at least one (1) year seniority in the Bargaining Unit (unless exempted due to previous work experience), using Company-wide seniority that wish to sign for Tours in accordance with the requirements of Article 23.02. Tour Drivers shall be allowed to use their District Seniority to sign Multi-day Charters departing from their registered District when posted pursuant to Article 23.03 and any Multi-day Charter chosen would not interfere with a Tour signed for. A Tour Driver available for a Work Shift at the time that Seventy-two (72) Hour Dispatch is prepared in accordance with Article 24 shall be assigned a Work Shift using their District seniority. For a Tour Driver to be eligible for a Work Shift at the Seventy-two (72) Hour Dispatch any Work Shift assigned cannot interfere with any Tour or Multi-day Charter signed for.
- ii) JAPANESE TOUR/CHARTER - Shall be those Drivers with at least one (1) year seniority in the Bargaining Unit (unless exempted due to previous work experience), wishing to do single-day and multi-day charters that have 'J' content (save and except as noted in Article 3.36). They would be assigned to Drivers using their District seniority and the Work Shifts would be assigned on the basis of highest 'J' dollar value in a Crew. A Japanese Charter Driver available for a Work Shift at the time Seventy-two (72) Hour Dispatch is prepared in accordance with Article 24, shall be assigned a single-day Work Shift using their District seniority. A Japanese Charter Driver shall not be allowed to sign the Thirty (30) Day sheet (save and except for Tours and Multi-day Charters with Japanese content) or Open Line Runs.
- iii) CHARTER - Shall be all remaining Drivers in a District.
- iv) SAFEWAY PREAUTHORIZED REQUEST DRIVER'S LIST - Shall be those Drivers with a least 1 year seniority in the bargaining unit, (unless exempted due to previous work experience) wishing to do single day and multiday charters that have Safeway content. Work shall be requested by Safeway as they see fit. Should Drivers other than those on the preauthorized list be required, a regular Driver request as per Article 26.01 must be filed or dispatched by seniority (72 Hour) and honoring the "Do Not Use List". This clause shall apply to new Drivers hired as of the

effective date of the agreement, and those current Drivers with less than 1 year service and not on the current Safeway list.

- 2) The Company shall determine the number of Line-Run and Charter positions available in each District and Category. The number of positions available shall be posted for the sign-up and shall be equal to the total Drivers employed by the Company.

Drivers shall be restricted to one Category only, except that an available Tour Driver would work in the 'Charter' Category within their own District in accordance with Articles 23 and 24.

At the completion of each sign-up, the Company shall post a Seniority list by Category in each District.

- (c) If a Line Run Crew(s) is not filled at the time of Category sign-up, the most junior Full-time Driver(s) in the Charter Category in the District of origin of the open Line Run Crew(s) shall be forced to operate the open Line Run Crew(s) in accordance with the requirements for a Line Run Driver in Article 22.01 (a). A Driver can only be forced on an open crew until a Junior Driver becomes available for the remainder of the bid.
- (d) Save and except for Drivers on leave in accordance with the provisions of Article 23.05:
  - 1) Other than at the time of bids, if a Driver's line-run work crew cancels or has been altered in terms of on-duty time, days off, or remuneration, the Company shall immediately re-bid the District from the affected Driver down in seniority. A crew is deemed to have been altered, if the daily on-duty time is adjusted by half-hour or more, daily remuneration reduced by more than \$5.00, or days off changed in any way. If a Driver ends up with no work after a re-bid, they would operate from the Charter Board in their District until the next Article 22.01 (a) sign-up.
  - 2) At no time in the period is a line-run Driver able to revert to the Charter Board, except as provided for in Article 22.01(d) (2). In those cases where a crewing is less than a normal work week (Article 3.34) either at time of bidding or due to a work crew reduction the Driver shall work the Charter board with full seniority in their own District.
  - 3) A Driver that is off due to medical reasons, but books a line run at the sign-up, would be placed in the Line Run Category but not on a Crew until such time as the Driver is cleared to return to work. At that time there would be a re-bid from the returning Driver down.

22.02 The bid should be submitted in advance by email, or faxed to the designated manager, or verbally to the designated manager in the case of a Driver being on Tour, vacation, etc. It shall be the Driver's sole responsibility to make sure their bid request is in the Dispatch Office or the District Manager's Office by cut-off date. A Driver failing to follow this procedure would lose their right to register until all other Driver's bids have been registered.

22.03 Due to the nature of our industry, the Company and Union shall meet as required, to establish rules to meet the special needs of certain customers. The Union agrees that confidentiality, for competitive reasons, could impact

the notice period; as well, it could restrict them from communicating with their members in advance of dispatching the work. The Union's consent shall not be unreasonably withheld.

## **ARTICLE 23 - TOURS, CONTRACT WORK & MULTI-DAY CHARTERS**

23.01 A TOUR shall be any highway coach Charter trip as defined in Article 3.23.

23.02 All Tours shall be posted every four (4) months by paper or electronically, for those Drivers registered in the 'Tour' Category to select by seniority. The Tour postings shall be in accordance with the following schedule and must be completed within fourteen (14) days after the posting.

15th February - for Tours departing between April 1<sup>st</sup> to July 31<sup>st</sup>.

15th June - for Tours departing between August 1<sup>st</sup> and November 30<sup>th</sup>.

15th October - for Tours departing December 1<sup>st</sup> and March 31<sup>st</sup>.

(a) At the time of the Category sign-up set out in Article 22, if a Driver decides to leave the Tour Category and has signed to operate Tours, they would relinquish their right to operate those Tours and they would become open Tours.

(b) At the time of the Category sign-up set out in Article 22, if a Driver that was not in the Tour Category is successful in securing a position in the Tour Category, there would be a re-bid from their seniority position down. If a re-bid is necessary, the Tours that became open because of 23.02 (a) would be included in the re-bid, and the process must be completed within 14 days following the Category sign-up.

23.03 (a) Every Monday a list shall be posted in each District either by paper or electronically by 18:00 hours showing all 'Multi-day Charters' (open Tours Company-wide and District Multi-day Charters) departing from each District that remain without a Driver for the thirty (30) day period, beginning with the following **Saturday**.

Save and except Japanese Charter Drivers who shall be restricted to signing Japanese Tours and Multi-day Charters, Drivers (including Part-Time) **who has completed their probationary period** (unless exempted due to previous work experience), shall be entitled to sign-up for any open trip(s) listed on the Multi-Day 'A' Listing that would not conflict with any work already signed. Trips shall be considered conflicting if they share one common calendar day. A Driver shall signify their order of preference by indicating the numbers "1, 2, 3, **etc.**", beside their signature and Driver number.

A Driver shall only be allowed to sign the Multi-Day "B" posting in the event that the Driver shall not be available at the time the trips would be listed in the Multi-day "A" posting. The following Monday the list shall be removed at 09:00 hours and the closest departing 7 day period shall be awarded. **Following the notification of these awarded trips, a second list ("C" list) will be posted Monday by 17:00 hours which will list all open trips still that remain without an assigned Driver, including all Multi-day charters from all Districts. This allows Drivers to sign out of District Charters after they have been offered previously within in District seniority. A Driver will list their order of preference by indicating number 1, 2, 3, etc. on the electronic sign up. The secondary list will be removed on Tuesday at 17:00 (only open for signing for a 24 hour time period and must be signed by the Driver) and awarded trips will be listed on Wednesday by**

**17:00. Work shifts already dispatched at 72 hour, will not have precedence and will not be reassigned.**

- (b) Tours shall be awarded before Multi-day Charters to the Most Senior Driver that signed adhering to the following priorities. In the event that no Driver under the 1st priority signed, only then, would the next priority (and so on and so forth) be used to award the Tour and Multi-Day Charters.
- 1) Full-time Tour Drivers
  - 2) Full-time Drivers using Company-wide seniority (including Laid-off).
  - 3) Part-time class 1 Drivers Company wide
  - 4) Part-time class 2 (Casual) Drivers Company wide

**DRIVERS SIGNING TOURS/MULTI-DAYS OUT OF DISTRICT** shall be responsible for getting to and from the outside District at their own expense. Drivers shall be required to have adequate accommodation **if they live beyond 175 KM from the outside District** and must give the location and contact information for the accommodation to Dispatch at least 48 hours in advance of the departure date of the trip. A Driver must take into account the requirements of Article 5.14 when making their arrangements for accommodation.

- (c) Multi-day Charters shall be awarded to the Most Senior Driver that signed for the trip in the District of the trips origin.
- (d) Once a Driver's name is entered into the computer for a trip, the assignment is considered filled and final, unless the Driver is bumped in accordance with article 23.06 or the Driver decides to honour a request in accordance with Article 26.
- (e) If a Tour or Multi-day Charter that a Driver has signed for has a change in depart date, return date, destination, District, or depart time greater than 8 hours, prior to the preparation of the 72 Hour Dispatch for the original depart date; the driver would have the option of taking their name off the trip, and a decision would have to be made at the original time of contact by the Company giving notice of the change. If removed, they would then be dispatched in accordance with Article 24.05.

23.04 **CONTRACT WORK** shall be posted in the appropriate District of origin and awarded to the most senior Charter/Tour Driver in the District who signs. A Driver can only be on two (2) Contracts at any one time. A Driver shall be required to operate all trips (save and except relief periods that have been agreed to by the Company) that make up the contract and relinquish all rights to other conflicting interim postings until the completion of contract period. When available, the Driver shall operate from the Tour and Charter Board in their registered District. If a Contract is significant enough to consider Company-wide sign-up, the Company and Union shall meet to discuss the condition of the Contract. Support for the Contract shall not be unreasonably withheld by the Union.

23.05 Drivers on indefinite sick leave, leave of absence, vacation etc. shall forfeit their Article 23.02 and 23.03 bid opportunity. Should a Driver have a definite return to work date, they would be allowed to bid only those trips that would depart after their expected return.

23.06 If a Tour/Multi-day is cancelled or rented out prior to the cut-off of the Seventy-two (72) Hour Dispatch a Driver can bump the most Junior available Driver off a Tour/Multi-day according to their seniority (save and except Driver requests as set out in Article 26), provided the Tour /Multi-day

selected shall not interfere with their next Tour/Multi-day booked and provided further that the Tour(s) selected and the Tour cancelled share at least one common calendar day. The bump must be completed by the earlier of eight (8) hours after receiving notification of the cancellation/trip rented out or, the cut-off of the Seventy-two(72) Hour Dispatch in question.

When a Driver is away on a Tour/Multi-day and their next Tour or Multi-day work is cancelled, then the Company must contact this Driver as soon as the cancellation is known and give them the opportunity to exercise their right to bump. The Driver shall have 8 hours to execute their bump. If not notified by the Company of the cancellation, the Driver shall receive any lost wages if there is a difference in the wages earned during the period of the cancelled Tour/Multi-day, and those of the wages they would have earned, if they had operated the cancelled Tour/Multi-day. It shall be the responsibility of the Driver to have verifiable proof of their election to either bump or pass on their right to bump.

A Driver that has been bumped from a Tour/Multi-day trip shall always revert to the Charter board in their District with no recourse to any further bumping in their home District.

- 23.07 A Driver performing Tour or Multi-day Charter work requiring expense money shall receive an advance from the Company for all reasonable expenses which shall be incurred during such trip. All receipts and excess money shall become due to the Company immediately upon completion of the trip. No Driver shall be credited with an expense unless a proper receipt, fully documented, is included with a Driver's cash-in, save for those monies paid in advance for meal expenses.
- 23.08 A Driver shall be allowed one only outstanding cash advance at any time, unless prior approval is given by the Company. Failure to stay current with cash advances shall result in a Driver losing their right to trips until they have settled the matter with the Company.
- 23.09 If a Driver is required to spend more money on a trip than the Company supplied for eligible expenditures, the Driver shall be reimbursed immediately upon delivery of properly executed receipts.
- 23.10 When it is necessary to charge for business items purchased or service to a bus, Drivers are to fill in all areas on the proper form as well as the total amount charged and obtain a legible signature from the person supplying same. Forms, together with receipts for purchases by cash, are to be turned in to the Company immediately upon return to the Home District.
- 23.11 All Full-time Charter and Tour Board Drivers shall be issued credit cards. The Company retains the right to determine which credit cards shall be issued provided the Driver shall, at all times, be able to conduct business in an efficient manner with the credit cards which are issued.
- 23.12 When purchases are made by credit card, a Driver is required to make sure their receipt contains the date of purchase, location, item, quantity, G.S.T. amount, G.S.T. Registration number, reason for purchase, vehicle fleet number, trip number, and a proper signature from the Driver.
- 23.13 Drivers are to keep track of all transactions on a daily basis. Immediately upon return to garage all credit card receipts together with documents required by Articles 23.09 and 23.10 are to be turned into the Company. Failure to do so could result in the Driver missing their next dispatched trip.

- 23.14 At no time is a Driver allowed to make personal purchases on a Company credit card. Failure to comply shall subject the Driver to immediate dismissal or reasonable discipline.
- 23.15 Drivers who are on the road for periods of time running over payroll periods can arrange to receive a "Draw" on their salary which shall be deducted from their subsequent pay when it is calculated. In order to receive a "Draw" the Driver must:
- (a) Be departing on a trip that shall prevent them from receiving their pay at the regular time and;
  - (b) Submit a request for the draw by Company e-mail to the accounting department at least three (3) working days prior to the start of the pay period in question.
- 23.16 Contract, Charter and Tour Customers shall have the right to refuse individual Drivers. After the Company's receipt of a customer's refusal (to be filed with the Union) there shall be no contact made by the Driver or Union with the customer without prior approval from the Company. Failure to comply with these conditions may result in the Driver being disciplined. Drivers that have been refused by the above noted shall have their situations reviewed by the Company and Union on an annual basis. If required, a meeting shall be held between the Company and the Union to discuss the matter.
- 23.17 OVERNIGHT ACCOMMODATION - The Company shall provide one Room per Driver on all overnights. The Company shall endeavor to assure that the accommodation is suitable.

#### **ARTICLE 24 - 72 HOUR DISPATCH**

- 24.01 All Charter trips shall be operated by Drivers listed on the District Seniority list in the District from which the Charter originates, save and except for "Driver requests" as set out in Article 26 and "First right of return" as set out in Article 24.12.
- 24.02 A dispatch day shall be posted in the Drivers Room in each District, including out of District Drivers, between 17:00 and 19:00 on the 'cut - off day'. Any variance would require verbal notice to a member of the Union Executive. For the purpose of establishing a 'cut-off day' the following schedule shall be adhered to with the cut-off to be executed at 09:00. Posting shall be by paper or electronically.

CUT-OFF DAY	DISPATCH DAY
Monday	<b>Thursday</b>
Tuesday	<b>Friday</b>
Wednesday	<b>Saturday</b>
Thursday	<b>Sunday</b>
Friday	<b>Monday</b>
Saturday	<b>Tuesday</b>
Sunday	<b>Wednesday</b>

- 24.03 Work shall be assigned to available Drivers according to seniority and the conditions as set out in the Categories in Article 22 by applying the following priorities:

- (a) DISTRICT Full-time Charter Drivers and Line-run Drivers on their designated Charter day(s).
- (b) **JOB SHARING**
  - 1) Where a Driver has been dispatched to three (3) or more pieces of work at the time of the 72 Hour Dispatch, the Driver may waive the third (3<sup>rd</sup>) piece of work to the most junior available Driver who shall be required to it. Should there be no junior Driver available; the Driver must operate the complete work assignment.
  - 2) Where a Driver (Charter or Line-run) is working five (5) consecutive days, the Driver shall be able to waive **a** day to the most junior available Driver, who shall be required to operate it. This day off will not be confirmed until 24 hours prior to the day off requested and cannot occur during a multi-day charter.
- (c) District Drivers that have been granted a day-off and volunteer to work their day off.
- (d)
  - 1) District Part-Time Class 1 Drivers shall be those that worked 180 hours (garage to garage) in the period May 1st to October 31st, in the prior year, and make themselves available pursuant to Article 24.04 or,
  - 2) With the approval of the Company, a Part-Time Driver working primarily in the winter season, would be required to work 160 (garage to garage) hours in the period November 1<sup>st</sup> to April 30<sup>th</sup>, in the prior year, to qualify for Class 1 status, and make themselves available pursuant to Article 24.04.
- (e) District Part-Time Class 2 Drivers shall be Part-Time (Casual) Drivers that do not qualify pursuant to 24.03 (d), and make themselves available pursuant to Article 24.04.
- (f) Volunteer Out of District: By seniority in the priority as set out in Article 24.03 a), b), c), d) and e).
- (g) FORCED OUT OF DISTRICT - When a Driver is forced out of District, the Company shall assign the Work Shifts in the most efficient manner that would incur the least expense to the Company, with the Drivers' pay to start and finish at their Home Terminal unless requested by the Company to overnight away from their home District. Such Work Shifts shall be dispatched with a zero dollar value.
  - 1) When a Driver registered in one District is forced by the Company to travel to another District (Driver did not sign, save and except as allowed in Article 24.06 a)2) and 24.06 b)2) in order to start a Tour or Charter to be in compliance with the Hours of Service Regulations, shall receive overnight accommodation at the Company's expense and Dispatch shall make the reservation.
 

A Driver is responsible to personally check into the overnight accommodation where the reservation has been made no less than **nine (9)** hours prior to report time at the District garage.
  - 2) When a Driver is forced out of District and is requested to drive their own vehicle to the bus, the Company shall reimburse the cost for parking at a designated lot with the production of a proper receipt. At no time shall a Driver be forced to use their personal vehicle.

- 3) A Driver shall receive car mileage at the rate set out in Schedule "F" and receive hourly wages as set out in 'Rate of Pay Schedule' for those hours listed in the Dead-Head Schedule to travel to the other District when asked to drive to another District in their own personal vehicle.



24.04 **LINE-RUN AND PART-TIME DRIVERS AVAILABLE FOR CHARTER/LINE RUN WORK SHIFTS**

(a) Line-run Drivers on a scheduled day off and Part-time Drivers shall notify dispatch of their availability to work on the Charter Board of their registered District by 09:00 hours on Wednesday of each week for the following dispatch period (Monday to Sunday). Notification shall be given as follows:

- 1) Drivers are to place their initial under those days that they wish work assignments on the "Driver Availability" form, located in each Driver's room.
- 2) If partial days are requested, Drivers must note the desired time of availability on the "Driver Availability" form in addition to their initial.
- 3) The absence of an initial shall mean a Driver is unavailable for work.

The above procedure may be replaced by Internet email, Company electronic process, fax or voice-mail when made available by the Company. A copy of the availability list shall be posted in each District by paper or electronic device by 16:00 each Thursday for the next dispatch period (Monday to Sunday). The Union shall receive the lists at the same time.

- (b) All Drivers available for a full day's work shall be assigned first, and then those available for partial days with restricted availability shall become eligible for work.
- (c) No Line-run Driver shall be forced to work the Charter board on their day off when they have not voluntarily made themselves available.

24.05 (a) **THE 72 Hour Dispatch ORDER AND PRIORITIES IN MONTREAL, KINGSTON, PETERBOROUGH, NIAGARA FALLS, AND TORONTO DISTRICTS SHALL BE:**

- 1) **JAPANESE TOUR/CHARTER:** shall be dispatched to the most senior Japanese Charter Driver in the District of origin of the Crew. If vacancies still exist after using all available Drivers in the Japanese Charter Category, they shall be dispatched at the time of dispatching Single Day Work Shifts in accordance with the requirements of Article 24.05 b)3) and 4).
- 2) **SINGLE DAY CHARTER WORK SHIFTS:** Any open Japanese Single day Charter Work Shifts shall be lumped in and dispatched in the District of origin with the District Single Day Charter Work Shifts. For a Driver to be eligible to operate Japanese Charter, they would have to have at least one (1) year seniority in the Bargaining Unit (unless exempted due to previous work experience).
- 3) **OPEN TOUR(S) AND MULTI-DAY WORK SHIFT(S):** shall be dispatched to the most senior available Full-time Driver in the District of origin of the trip.
- 4) **STANDBY, EXTRA SECTIONS AND OPEN COMPANY LINE-RUN WORK SHIFTS UP TO FOUR (4) DAYS** and subject to the requirements of articles 25.01, 25.02 and 25.09: shall be dispatched to the most senior available driver.

(b) The seniority advantage used for dispatching a Work Shift in Article 24.05 a) 1), 2), 3), 4), 5) and, b) 1), 2), 3), 4), 5) shall be by the following order of priorities within each District:

- 1) Most monetary value for the Tour, Multi-Day Charter or Work Shift;
- 2) If monetary is equal, then the least amount of hours;
- 3) If monetary and hours are the same then the least kilometers to the turn-around point;
- 4) If monetary, kilometers to the turn-around point and the hours are the same, the earliest report time.
- 5) If monetary, kilometers to the turn-around point and the hours are the same, the closest pick-up point to the garage.

Generally only the first priority must be conformed to. If all is equal, only then shall the second, third, fourth and fifth priorities be used to determine the Senior Driver's advantage.

(c) Drivers shall only be dispatched on a Work Shift at the time of the posting of the 72 Hour Dispatch if the Driver has had the required Core Rest Period; a period of off-duty time of not less than 24 hours in the 14 days prior to the 72 Hours Dispatch Day, and; the Work Shift would not exceed the 70 hours of on-duty time in the 7 day period (trips to the United States, 8 days) including the day being dispatched. For trips operating entirely in Canada, the 70 hour clock shall be reset each time a Driver has a Core Rest Period of 36 consecutive hours. Except as provided for in Article 3.35 of this Agreement, the required Core Rest Period shall be that prescribed by law in the jurisdiction the Driver is operating in.

24.06 **AFTER CUT-OFF ASSIGNMENTS:** Shall only be dispatched after the **72 Hour Dispatch** has been completed.

- (a) When additional work is booked after cut-off and prior to the day of operation, the Company shall assign it to a Charter Work Shift operated by the most senior Driver in which the additional trip can be placed considering the requirements of this Contract.
- 1) If no existing charter Work Shift is available, the extra charter trip could be added to a Line Run Driver's Work Shift, if the Driver is willing to operate the trip and if it didn't interfere with their next Work Shift.
- (b) For dispatch purpose, after a Driver has begun their Work Shift, any new Charter, etc. booked by the Company, or for some unforeseen reason, additional trips need to be operated by the Company, the assignment firstly would be dispatched to the most senior available Driver working that day; although they may waive the after cut-off work to the most junior available Driver working that day, who shall be required to do it. However, if the piece does not fit with any junior Driver who is working that day, the senior Driver would be required to complete the assignment. Additional trips would not be assigned that would not permit a Driver's Core Rest between Work Shifts, commence after a Driver's eleventh (11) hour of service that Work Shift or interfere with a Driver's next Work Shift.

- (c) Should the "after cut-off" assignment not fit with any Drivers' Work Shift, the assignment would then be dispatched to the most senior Driver without a Work Shift who would be required to operate the Work Shift.
  - (d) In unforeseen situations when time does not permit alternatives, provided legal Hours of Service Regulations can be maintained, a Driver may be required to operate the trip. This can include "forcing" the most junior available Driver with a Work Shift for whom the additional trip would not interfere with their next Work Shift save and except as provided for in Article 24.08 b).
- 24.07 (a) When a Work Shift operates late or when an additional trip is required to be operated due to customer requirements or unforeseen incident, and after exploring every option available, if no other Work Shift is available to cover a late assignment, the Company shall move the first assignment in the Drivers' next Work Shift to another Driver as set out in the provisions of Article 24.06.
- (b) After the 72 Hour Dispatch is posted, and Dispatch changes the Work Shift where a Driver is faced with losing their next Work Shift due to the Hours of Service Regulations, they would be compensated for any shortfall in remuneration that they would have received if they had worked their original Work Shift. A driver would have to make themselves available after they completed the required Core Rest Period and not interfere with subsequent Work Shifts.
  - (c) A Driver must operate a delayed or late trip that was assigned originally at the 72 Hour posting in compliance with this article, and if it would not violate the Hours of Service Regulations or interfere with the Drivers' next Work Shift.
  - (d) When a Charter Driver arrives at an away from home District and at the discretion of the Company is held, and the Drivers 72 Hour Dispatch for the next day is voided because of the layover, the Driver shall be paid the greater of actual earnings or the Seventy-two (72) Hour Dispatch for each day away from home District. This does not apply to Drivers assigned to operate rentals for other Line-run Companies.
- 24.08 (a) If after a Dispatch day has been posted, a Driver's entire Work Shift is cancelled, rented out, or a Driver does not appear on the 72 Hour Dispatch report for any number of reasons (i.e. error, removed, double booking, rented out, withheld from service [unless provided for by this agreement or law]); up to two (2) Drivers in each District may bump the first available most Junior Driver, each day with a one day Work Shift, (save and except Driver requests as set out in Article 26 and line run Drivers). The (Full or Part-Time) Driver's right to bump shall be for each day that the 72-Hour Dispatch has been posted in accordance with Article 24.05; after which the Driver's right to work shall be in accordance with their regular seniority rights. In order for a Driver to execute a bump under this article, the date of executing the bump, and the date of the Work Shift bumped cannot be the same and the Work Shift(s) obtained must not interfere with the Driver's next Work Shift. If aware of the situation, Dispatch shall notify the Driver of their right to Bump.

For the exercise of bumping on single day work shift only, cut off time for Full-time /Part-time Drivers to exercise their right to bump shall be **19.00**. Based on seniority, Drivers who were successful in executing the requested bump shall be notified by Dispatch by **21.00** hours. Once an operator has exercised his right to bump, he shall not be subject to a

bump. Once an operator has indicated they wish to exercise their right to bump, they must operate the work shift.

A Driver, who books off due to illness or any other reason for a work assignment that was awarded as a result of executing a bump, after the first occasion on an annual basis, may be required to submit to the Company with a report from their medical Doctor verifying their illness on the Company's form.

- 1) If a Driver has a Tour or Multi-day Charter cancelled after the 72 Hour Dispatch has been posted, they may bump the most junior Driver that had a Tour or Multi-day Charter assigned to them at the time the 72 Hour Dispatch was prepared, provided that the cancelled trip and the bumped trip has the same departure date and the trip shall not interfere with any other trip the Driver is committed to operate.
- (b) Only the Driver who does not have a Work Shift due to reasons set out in Article 24.08 (a) can exercise the option to bump. In the case of exercising a bump, the junior Driver displaced, or the Driver who missed a Work Shift and did not exercise their right to bump, would be required to operate any open, or new Work Shift that is created for the days in question provided the new Work Shift does not interfere with the Driver's next Work Shift.
- (c) When a Driver fails to exercise their right to bump, they shall have lost their right to claim the difference in remuneration they should have received due to the error, and that they would have received if they had exercised their right to bump.
- (d) If a Tour/Multi-day is cancelled or rented out prior to the cut-off of the 72 Hour Dispatch a Driver can bump the most Junior available Driver off a Tour/Multi-day according to their seniority (save and except Driver requests as set out in Article 26), provided the Tour/Multi-day selected shall not interfere with their next Tour/Multi-day booked and provided further that the Tour(s) selected and the Tour cancelled share at least one common calendar day. The bump must be completed by the earlier of eight (8) hours after receiving notification of the cancellation/trip rented out or, the cut-off of the Seventy-two (72) Hour Dispatch in question.

When a Driver is away on a Tour/Multi-day and their next Tour or Multi-day work is cancelled, then the Company must contact this Driver as soon as the cancellation is known and give them the opportunity to exercise their right to bump. The Driver shall have 8 hours to execute their bump. If not notified by the Company of the cancellation, the Driver shall receive any lost wage if there is a difference in the wages earned during the period of the cancelled Tour/Multi-day, and those of the wages they would have earned, if they had operated the cancelled Tour/Multi-day. It shall be the responsibility of the Driver to have verifiable proof of their election to either bump or pass on their right to bump.

- 1) If a Driver has a Tour or Multi-day Charter cancelled after the 72 Hour Dispatch has been posted, they may bump the most junior Driver that had a Tour or Multi-day Charter assigned to them at the time the 72 Hour Dispatch was prepared, provided that the cancelled trip and the bumped trip has the same departure date and the trip shall not interfere with any other trip the Drive is committed to operate.

- 24.09 **RENTALS FOR OTHER LINE-RUN COMPANIES:** In cases where the Company rents out equipment and Drivers to other line run service companies for the sole purpose of covering overloaded line runs, such work assignments shall be dispatched with a zero dollar value.
- 24.10 The Union recognizes the right of the Company to engage in rentals. If a trip is rented, the Driver scheduled to operate the trip may bump the Most Junior Driver in their District in accordance with all the requirements of Article 24.08.
- 24.11 When equipment located in one District is required to operate a trip in another District, it shall be operated by a Driver in the District from which the equipment is located at the time of dispatching. The Company has the right to transfer in the most efficient manner, equipment from one District to another. The vehicle, once it has been moved shall be driven on trips by Drivers registered in the District that the vehicle has been moved to.
- 24.12 **FIRST RIGHT OF RETURN:** In an effort to reduce unnecessary dead-head kilometers, the Company reserves the right to work a bus and a Driver back to their Registered District from another District. This practice shall be known as "First Right of Return". When more than one Driver is being worked back to the same District, the homeward bound trips shall be assigned by Seniority adhering to the following; most monetary value then, the least hours then, the least kilometers.
- (a) It is understood that with respect to the "Right of Return" rules herein, a Driver must be returning to their Home District or, if not practical, via a point on the route to their Home District. For the purpose of this Article it is agreed that Drivers registered in the Peterborough District would be considered part of the Toronto District for the application of this Article.
  - (b) A 'Line Run Cover Driver' operating a cover trip originating in their Registered District, would be returned to their Registered District on a "first in, first out" basis.
  - (c) When a Driver is assigned a Work shift to operate a 'Line Run Cover' originating in a District that is not their Registered District, they would be assigned the Work Shift in accordance with the requirements of Article 24.03 g).
  - (d) A charter Driver who ends their charter assignment in a District that is not their Registered District, that would require a Dead-head back to their Registered District, could have a trip from that District assigned to their Work Shift in accordance with 24.12 b).

## **ARTICLE 25 - LINE RUNS AND OVERLOADS**

- 25.01(a) If a Driver loses their crew due to cancellation, they shall operate from the Charter Category in their own District until such time as the process set-out in Article 22.01 (a) and (d) has been completed. However, if it were the result of a temporary suspension, the Driver would be required to return to the crew and continue to operate it until the Category re-bid.
- 1) If a line run Driver(s) Work Shift is cancelled for any reason (i.e. statutory holiday), they must make themselves available for work and they would be dispatched from the Charter Category in their District and the requirements of Article 24. Subject to Seniority requirements,

the Company shall endeavor to assign the Driver with a Work Shift with 'garage out' and 'garage-in' times reasonably close to the actual times of the cancelled Work Shift. The Driver would be required to operate the entire Work Shift assigned.

- (b) TEMPORARY LINE-RUN VACANCIES: As a result of vacation, medical, Union business, and leave of absence etc., if the Company, when it first became aware of the vacancy that it shall be for a period of four (4) days or more, shall post the vacancy by Company e-mail for five (5) days in the District where the vacancy exists or; any adjacent District(s) with a Charter Board if no Charter Board exists in the District where the vacancy is. It shall be awarded to the most senior available Driver who must be available for the duration of the vacancy. If no Driver bids for the vacancy, it shall be filled by the most junior available Driver in the District Charter Category in the District of origin of the Crew and they would be required to operate the Crew for the entire duration of the vacancy **unless the Driver wishes to pass it on to a more Junior Driver becomes available for the remainder of the bid. The switch will occur on the next 72 Hour Dispatch preparation. The original Driver must fulfill the remaining shifts.** If the Driver is required to operate five (5) consecutive Work Shifts in the Crew without a day off, they would be guaranteed the next day off.
- 25.02(a) NEW LINE RUN CREW: If a new Line Run Crew is created in an existing District between Category sign-up, the Company would be required to do a re-bid in accordance with the requirements of Article 22.01 (d) for all the Crews in the District of origin for the new Crew.
- If there is insufficient time to complete the posting, the run shall be assigned pursuant to Article 24 until the bid process is completed.
- At the completion of the bid process, any open Crew would be posted for the District Charter Drivers to bid for the crew. If no Driver bids for the Crew, it shall be assigned to the most junior Driver available in the District Charter Category, who would be required to operate the Crew until the next Category Sign-up pursuant to Article 22, **unless the Driver wishes to pass it on to a more Junior Driver who becomes available for the remainder of the bid. The switch will occur on the next 72 Hour Dispatch preparation. The original Driver must fulfill the remaining shifts.**
- (b) At the time of creating a new District, any new hires or transferees filling a vacant position shall be protected from out of District bumping for the first two (2) years of the new District, as long as they remain in the Line-run Category of that new District.
- 25.03 For the purpose of bidding and assigning Drivers in Articles 25.01 and 25.02 for vacancies of twenty-one (21) days or greater, if a Driver is working at the time of bidding and assigning and has a confirmed vacation, they would not be deemed to be unavailable for the purpose of bidding and assigning.
- 25.04 LINE RUNS - Driver remuneration for line runs shall be as outlined in Schedule "D" and/or "PAY SCHEDULE".
- 25.05 (a) To provide proper information to all Drivers at each run bid or new runs, the Company shall supply a complete description of each crewing. Each crew shall be designated by number and its description must include all details in connection with the Crew. The following must be specifically included:

1. Garage out and Garage in.
2. Departing and arriving time of trips operated.
3. Hours and Kilometers for Crew.
4. Designation of Home Terminal.
5. Deadhead and DHOC.
6. Designate days off.
7. Remuneration.
8. Route and trip numbers.
9. Designated Charter days.
10. If known at the time of posting, any special Statutory Holiday Crewing.
11. If known at the time of posting, any coach changes required.

- (b) Drivers bidding line-runs with designated 'Charter days' shall be added to the District Charter Category for dispatch purposes on those days.

25.06 Crew guides shall be provided to the Union twenty-eight (28) days prior to posting to accommodate constructive input unless the Company is unable to do so for competitive reasons.

25.07 LINE-RUN STANDBY, EXTRA SECTIONS AND AFTER CUT-OFF SECTIONS.

- (a) If the only assignment for a Charter Driver is a line-run crew, remuneration shall be as per Schedule D.
- (1) Standby for an extra section and not used, if the only assignment, shall be remunerated at a minimum guarantee of 6 Hours. The six-hour guarantee includes all deadhead to and from garage. If required to remain on standby time beyond six hours, a Driver shall be paid at the hourly rate for the excess hours as per PAY SCHEDULE.
  - (2) If a Driver, after having been dispatched to standby at a terminal and drives, remuneration shall be paid as set out in Schedule D. All standby hours and DHOC shall be remunerated as set out in Schedule D.
- (b) If a Driver stands by at a terminal as an after cut-off assignment in addition to assigned Charter work and is not required to operate a line-run or extra section, standby time before or after original Work Shift shall be paid hourly as per PAY SCHEDULE. Deadhead to return to home garage shall remain as part of the original Charter Work Shift.
- (c) If a Driver stands by at their Home Terminal as an after cut-off assignment in addition to assigned Charter work and is ultimately required to operate an extra section, remuneration shall be in accordance with Schedule D.
- (d) For dispatch purposes only, a complete Work Shift of line-run standby and/or line-run extra sections, if being dispatched at the 72 Hour Dispatch, shall have a zero dollar value in accordance with Article 24.05 (a)3); 24.05 (b)5) and 24.05 (c)1).
- (e) DHOC - A Driver assigned to DHOC shall be paid the rate as per Schedule D. The DHOC assignment shall form part of any overload or open line-run assignment but at no time shall the entire Work Shift be less than the daily minimum guarantee as per Schedule D.
- (f) After cut-off standby shall be a zero dollar value and assigned in the most efficient manner in accordance with applicable Articles of the collective agreement, including not promoting overtime.

(g) If more than one Driver has the same report time, the most senior Article 25.07 i), and if two or more trips are departing at the same time, the senior Driver(s) would have the right to choose which trip they operate as long as any change would not interfere with the next day's Work Shift of a Driver.

(h) Out of District.

Dispatching of standby and line-run extra section coverage either at the 72 Hour Dispatch or after cut-off shall be assigned as per above, and remunerated as per Schedule D. Drivers on stand-by, out of District, shall be assigned respecting 'First Right of Return' rules as set out in Article 24.12.

(i) A Rental Company that operates an extra section shall be returned to their home District at the first opportunity that the Company has available to them, to do so.

25.08 (a) A regular Driver who on orders from the Company, while at a terminal away from their Home Terminal, is directed by the Company to step up and leave ahead of their regular scheduled departure shall be paid their regular crew assignment regardless of time involved.

(b) If a regular Driver is directed by the Company to leave ahead of their regular scheduled departure from their Home Terminal, either on another line-run, open run, or an extra section, they shall be remunerated, at minimum, the amount they would have received if they had operated their regular crew.

(c) If a Line-run Work Shift (garage-out, garage-in hours) is extended beyond 11 hours or their normal hours if greater than eleven (11) hours, due to border delays, delayed Pool Bus Services, Severe weather conditions and breakdowns, time in excess of eleven (11) hours or their normal hours if they are greater than 11 hours, shall be remunerated at the Hourly Rate in the Pay Schedule.

(d) If a Line-run Driver is asked to remain at the bus terminal at the end of their Work Shift, they would be paid the hourly rate as per Pay Schedule for the time held at the bus terminal and, they must obtain written authorization from the Company representative that requested the Driver to remain at the bus terminal.

25.09 A Cover Crew dispatched within their own District shall be dispatched with a ten (10) hour work shift spread in the Niagara Falls and Toronto corridor, and a 12 hour work shift spread in the Toronto, Kingston and Montreal corridors.

25.10 When a Niagara District Driver is assigned a Work Shift that requires them to drive their own vehicle to Buffalo (a municipality within the Niagara District), in order to operate the Work Shift, they would be remunerated as per Schedule "F" for each kilometer in excess of the normal distance they travel from their residence to their normal report location.

Provided there is a junior Driver with a Work Shift, they would have a right to refuse the Work Shift if they exercise a right to bump the most junior Driver available in Niagara District with a Work Shift on the same day, and the bump would not interfere with either Driver's next day Work Shift. The Driver bumped from their Work Shift would be required to operate the Work Shift from Buffalo and a refusal to report for the Work Shift would be deemed to be a work refusal on the part of that Driver.



If there is a bump possibility and the Driver refuses to operate their own vehicle to Buffalo and refuses their right to bump the most junior Driver available in Niagara District, it would be deemed to be a work refusal on the part of that Driver.

If there is not a bump possibility the Driver would be required to operate the Work Shift.

## **ARTICLE 26 - REQUESTS (ALL DRIVERS)**

- 26.01 (a) Drivers, unless otherwise restricted by this agreement shall have the option of accepting or declining a trip, when a customer has requested them. If more than one Driver is requested for the same trip, seniority shall determine to whom the trip shall be awarded. A request for a Driver must be made by the customer at the time of first booking the trip with the Company or, at a minimum of 35 days prior to the departure date of Tours/Multi Day Charters; 14 days for Contracts and 6 days for single day Charters. When a request has been made by a customer, the following procedure shall take place:
- 1) The Requested Driver(s) shall be sent a Company e-mail or, if a Driver is away on a Tour/Multi Day Charter or Day Off and an answer is required prior to the return to their Home District; a phone call shall be made to the Driver outlining the details of the trip.
  - 2) The Driver(s) accepting would have their name immediately assigned to the trip.
  - 3) If the Requested Driver refuses the request or, after having accepted and shall not be available for a valid reason, it shall be offered first to the next most senior available requested Driver, and then each additional requested Driver if more than two.
  - 4) If there is no requested Driver available for the trip, it shall be dispatched in accordance with Articles 23 and 24.
- (b) A Driver shall reply to the request by Company e-mail or if away on a Tour/Multi-day Charter or Day Off by a telephone call to Dispatch using the following procedure:
- 1) If the request is greater than sixty (60) days in advance of departure, the Driver must respond within **forty (40)** days from the departure date of said trip.
  - 2) If closer than **forty (40)** days to departure, the Driver must respond within 48 hours of having received notice of the request.
- (c) Any exceptions to the above would require consent from both the Company and Union.
- (d) Line run Drivers shall not be allowed to honour requests.
- (e) All work originating in each district shall be shown on the respective daily district dispatch sheets.
- 26.02 A Driver having accepted a request and the request was confirmed with the customer, the Driver would be required to honour the request.

- 26.03 When a Driver chooses to accept a requested trip departing from a District other than their registered District, the Driver shall be responsible for getting to and from the outside District. Overnight accommodation shall not be provided by the Company and car allowance shall not be paid.
- 26.04 Any Full-time Driver may exercise their right to remove the "first available" most Junior Part-time Driver from a request in their registered District if, the Full-time Driver has no Work Shift assigned to them on the 72hr. dispatch report for the day that the Part-time Driver is honoring the request. A Full-time Driver cannot remove a Part-time Driver on the same day the trip is to depart or if the trip would interfere with the Drivers "next days" Work Shift.
- 26.05 As long as there are Full-time Drivers on lay-off no Part-time requests shall be honored by the Company without the express written consent from the Union.
- 26.06 Requested Drivers after cut-off shall be honored if they were not assigned a Work Shift at the 72-Hour Dispatch.

## ARTICLE 27 - DAYS OFF

- 27.01 Each Wednesday at 09:00, a list shall be posted in each District showing how many days off shall be available for each day in the week beginning the second Monday from posting. Drivers shall sign the list showing three **(3)** choices in **their** order of priority. The following Wednesday the list shall be taken down at 09:00 and the Company shall award to those Drivers granted days off and prepare a list showing each Driver's name and the day(s) off granted that the Company shall post in each District by 18:00 the same Wednesday. THE COMPANY SHALL GUARANTEE EACH DRIVER TWO (2) DAYS OFF EACH WEEK SAVE AND EXCEPT AS SET OUT BELOW.
- a) Between the first Monday in May and the fourth Sunday in June; and,
  - b) the second Monday in September and the third Sunday in October; and,
  - c) December (Christmas Break) the two (2) days prior to school closure and the two (2) days prior to the resumption of school.

During the above four time periods only, the Company, at the time of preparing the 72 Hour Dispatch, may cancel the second day off granted to a Driver in a posted week when business demands require them to do so. The Company shall guarantee each Driver their ranked first (1) day off. In instances where a Driver has failed to rank their days, chronological order shall prevail. When the cancellation of a day off is necessary, the Company shall do so in reverse seniority.

A Driver shall be allowed to bank a day off that has been cancelled **the pay for the day, or a day off with pay**. They would be required to notify the Dispatch Office of their desire to do so, and any day banked **and/or the pay for the day** would be required to be taken within one year and at a time mutually agreeable with the Company.

- 27.02 A Driver away in excess of seven (7) days shall be guaranteed 2 days off following their return home, upon request. A Driver operating a tour may bank his days off at the rate of two (2) days off for each seven (7) days

away from home. These banked days off may only be used **at a time mutually agreeable by the Company.**

- 27.03 A Driver awarded to fill a temporary line run vacancy requiring them to operate five consecutive Work Shifts without a day off shall be granted the first day off following the fifth day of operation unless requested by the Driver to work prior to the preparation of the 72 Hour Dispatch.
- 27.04 The switching of a day off between Drivers shall not be allowed without prior written approval from the Company.
- 27.05 All signed for temporary Line Run vacancies, Multi-day Charters, Tours and Requests that has been awarded to a Driver shall supersede signed days off.
- 27.06 Driver shall not be required on a single day Work Shift when returning from a day or days off until 0545 garage time at their Home Terminal for their first Work Shift, except Drivers who have signed a Multi-day, Charter or Tour.
- (a) When granted a day off, a Driver shall not be required to operate a Work Shift that has a return to garage time, after 2400 on the work day immediately prior to the Day off.
- 27.07 Should Drivers sign for days off which may include blocked days or days with limited spots available, the Company shall after the 72 Hour Dispatch has been posted, grant by Seniority a day off over the number noted on the weekly sheet to those operators that have indicated their desire by numbering the appropriate days.
- 27.08 A Driver, who has been called in on a scheduled day off, upon request, shall **be allowed to bank a day off, the pay for the day or a day with pay. They would be required to notify the Dispatch office of their desire to do so, and any day banked and/or the pay for the day would be required to be taken within one year and at a time mutually agreeable with the Company.**

## **ARTICLE 28 - REPORT, STANDBY AND CANCELLATION CHARGES**

- 28.01 Drivers reporting to the garage and not required to operate any trips shall receive four (4) hours pay at the hourly rate shown in "PAY SCHEDULE"
- 28.02 Charters/Multi-days cancelled at the pick-up point within a Driver's District and Tour cancellations at the pick-up point, shall pay a minimum four (4) hours or the actual deadhead time if greater than four (4) hours or the actual hours involved if beyond four (4) hours. In no case shall the total daily remuneration paid to a Driver for cancelled work and work assigned at the Seventy-two (72) Hour Dispatch be greater than the total value of the original Work Shift had the Work Shift been operated.
- 28.03 Transfers and Metro Charters cancelled at the pick-up point shall pay two (2) hours at the hourly rate provided the Driver is notified and has other assignments that day. If the Driver has no other assignments in their Work Shift, the provision of article 28.01 shall apply.
- 28.04 Any work cancelled before the Driver leaves home shall not be paid providing the Driver is notified.
- 28.05 Subject to the requirements of article 24.12 Drivers required by dispatch to "standby" at the beginning or end of a Work Shift shall be paid the hourly rate as shown in "PAY SCHEDULE" for the standby period. If the "standby" is

during a Work Shift, the Driver shall be paid for each quarter hour they are asked to standby. Line-Run standby shall be as set out in Article 25.

- 28.06 In all cases, a report charge shall not constitute a piece of work performed and therefore shall not reduce a Driver's other pieces of work within a Work Shift. In no instances shall the value of the Work Shift be greater by incorporating the report charges than if the entire Work Shift had operated as originally dispatched.

### SECTION III

#### PAY SCHEDULES AND DEADHEAD TIMES

##### RATE OF PAY SCHEDULE

1) All Drivers shall be classified as follows:

**CLASS 1** - Shall include all Full-time Drivers as set out in Article 24.03 a), with at least three (3) months continuous employment with the Company; and Part-time Drivers as set out in Article 24.03 d) 1).

**CLASS 2** - Includes all Probation Drivers and Part-time Drivers as set out in Article 24.03 d) 2) and they shall be paid at a rate equal to 90% of the regular Class 1 wages.

2) A Part-time list shall rank the Part-time Drivers as either "Class 1" or "Class 2".

A list shall be posted annually showing the classification of each Part-time Driver with an effective date of January 31st for each year of the Contract.

3) Drivers shall be paid a minimum guarantee of 6 times the hourly rate for any Work Shift performed that would not exceed the value of 6 hours pay. A report charge paid for a Work Shift shall be exclusive from this minimum guarantee.

4) Drivers shall be paid the Hourly rate of pay for any training that is the result of new programs or new law. This does not apply to Driver License upgrades or renewals, post accident/incident sessions with a Driver Trainer. Time required to complete the training shall be included in the calculation of overtime as set out in Articles 15.10 and 15.11.

5) **HOURLY RATE OF PAY:** -----**January 1, 2020** - **\$22.50**  
----- **January 1, 2021** - **\$22.50**  
----- **January 1, 2022** - **\$23.00**

# SCHEDULE A

## ONE DAY CHARTERS

One-Day Charter Rate of Pay:-----	January 1, 2020	- \$219.72
	----- January 1, 2021	- \$219.72
	----- January 1, 2022	- \$224.66

- 1) Drivers shall be remunerated for each one-day Charter at the flat rate per day shown above. The rates are applicable for the Driver's first 11 hours of service, calculated from the departure at garage to the return to garage. Time over and above 11 hours shall qualify for additional pay at the hourly rate shown in the Rate of Pay Schedule.
- 2) In cases where a Driver is able to operate more than one Charter a day, he shall receive the flat rate detailed above for the first trip, plus 3/4 the normal rate of pay for the second and full for the third and half for the fourth, etc. If a Driver operates two Charters only, time over and above 14 hours shall qualify for additional pay at the hourly rate. Additional hourly pay shall not apply to a Work Shift that involves three (3) or more Charters.

The rates detailed above include remuneration for all live kilometers and all deadhead kilometers driven and all terminal-to-terminal charges. The time allowed to deadhead to and from the pick-up/drop-off shall be added to the report time and to the drop-off finish time.

If a Driver is requested to remain overnight in an area other than in their own District, while operating a single day Work Shift, shall be paid a meal allowance of \$22.00 for the first day no matter the start time, and a meal allowance for each additional day in the amount shown in Schedule "B", Item #6.

## SCHEDULE B

### MULTI-DAY CHARTERS AND TOURS:

--- January 1, 2020 - \$240.44 PER DAY

--- January 1, 2021 - \$240.44 PER DAY

--- January 1, 2022 - \$245.85 PER DAY

- 1) Drivers shall be remunerated for Multi-day Charters and Tours at the above noted rates for each calendar day involved in the trip commencing with the garage time at the beginning of the trip and ending with their return to the garage at the end of the trip.
- 2) In order for a trip to be considered a "Multi-day Charter or Tour" for payroll and dispatch purposes, the trip must meet one of the following conditions at the time the 72 Hour Dispatch is prepared:
  - a) the group spends at least one night in overnight accommodation; or
  - b) the Drivers' Work Shift is longer than 24 hours from the start time at the garage to the finish time at the garage; or
  - c) the Work Shift requires the Driver to spend the required time off-duty within a 24-hour period in order to comply with the Hours of Service/Work (safety regulations), regardless of the group's activities throughout the day.
  - d) If a Driver is required to operate out of District and is prepositioned, it will be considered a multi-day.
- 3) Occasionally the Company or the customer may provide at their discretion a courtesy room for one or more Drivers to share on one day long Charters that are not over 24 hours and do not violate the hours of service regulations. This courtesy room, when offered, is in the interest of safety and does not signify a Multi-day trip for payroll and dispatch purposes.
- 4) A calendar day shall be paid as a whole with the following exceptions:
  - a) Garage report time of 1800 to 2400 shall qualify for additional pay at the hourly rate.
  - b) Garage report time before 1800 hours shall qualify for a full day's pay for the calendar day.
  - c) Garage finish time of 0000 to 0600 shall qualify for additional pay at the hourly rate.
  - d) Garage finish time after 0600 hours shall qualify for a full day's pay for that calendar day.

- 5) The Multi-day rates include all normal servicing and maintenance for Company vehicles.
- 6) MEAL ALLOWANCE - A meal allowance as specified below, (including the first day if the garage time is prior to 1800) shall be paid for each day of a Multi-day, Charter or Tour. After 1800 hours, when a Driver has to overnight in a hotel and would be compensated at the rate of \$22.00. The meal allowance shall be paid in the currency of the country in which the trip is operated.

**January 1, 2020 - \$47.00**

**January 1, 2021 - \$48.00**

**January 1, 2022 - \$49.00**



## SCHEDULE C

### TRANSFERS, SHUTTLES AND SIGHTSEEING

- 1) Transfer Rates of Pay (Within a Driver's Home District) shall be as follows:

<b>First Transfer:</b>	<b>January 1, 2020</b>	<b>- \$130.32</b>
	<b>January 1, 2021</b>	<b>- \$130.32</b>
	<b>January 1, 2022</b>	<b>- \$133.25</b>

First transfer will be paid at the transfer rate, when a second transfer is included then the first and second transfer will be combined and paid at the daily charter rate. Each additional transfer and transfers with Charter, Tour and Line-run Work Shifts:

<b>January 1, 2020</b>	<b>- \$65.16</b>
<b>January 1, 2021</b>	<b>- \$65.16</b>
<b>January 1, 2022</b>	<b>- \$66.63</b>

Drivers shall receive excess pay for any Transfer on which the hours of obligation exceed five (5). This excess pay shall be paid at the hourly rate.

- 2) If the transfer is prior or after a charter, the time required to operate the transfer is not to be included in the total operating hours of the charter.
- 3) If the transfer is operated during a booked charter, the hours required to operate the transfer shall not be deducted from the total hours of the charter.
- 4) **SHUTTLE SERVICE** - Drivers shall be paid the hourly rate to provide a shuttle service to a single customer. If the shuttle is the only assignment in a Work Shift the value of a shuttle shall be calculated to include deadhead from the garage to and from the shuttle as well as the shuttle itself. If the shuttle is the first or last assignment in multiple assignment Work Shift, the deadhead time to or from the garage shall be added to the time required to operate the shuttle. There shall be a minimum value of 3 hours pay for each shuttle order operated with other work. When a shuttle is operated as the only assignment in a Work Shift, then the 6-hour guarantee shall apply.

At no time shall the same Driver operate a shuttle that exceeds 12 hrs including travel time to and from the garage. Proper breaks during shuttle service shall be implemented by the Company to deter fatigue. Lunch breaks would be set at between one half (1/2) hour to one-hour (1).

- 5) If forced by the Company, Transfer, Metro Charters and Shuttle Service Rates of Pay outside of a Driver's Registered District shall be as follows: Rates of Pay shall be as outlined above, except where a Driver does only one piece of work in a Work Shift, he shall be guaranteed the Charter rate of pay as set out in Schedule A.
- 6) **SIGHTSEEING** - Drivers shall be paid an amount equal to half the charter rate as shown in 'Schedule A' with a four hour maximum utilization of the bus by the customer beginning with the report time. Sightseeing shall not reduce the rate of pay for first charter, transfer, or the shuttle guarantee. This work is only for sightseeing and not any charter that is a four-hour round trip. If the sightseeing trip is the only assignment for the Driver, it shall be remunerated as set out in "PAY SCHEDULE".

## SCHEDULE D

### LINE RUNS

- 1) Line-runs - Driver remuneration for line-runs shall be at a rate of

**January 1, 2020 - \$.5224 PER KM.** For live, and deadhead

**January 1, 2021 - \$.5224 PER KM.** For live, and deadhead

**January 1, 2022 - \$.5342 PER KM.** For live, and deadhead

For D.H.O.C. all assignments shall be at half the kilometer rate when part of an overload or open line-run assignment, with a minimum as per Schedule "A".

If a dispute arises the Company and Union shall do a distance study for all new highway line-runs with the distance and hours of obligations to be posted with every temporary or permanent sign-up.

- 2) There shall be a minimum guarantee as per Schedule "A" for a Work Shift. Added to the guarantee would be the value of excess hours at the rate set out in "PAY SCHEDULE". Remuneration paid would be the greater of the Kilometer rate or this guarantee.
- 3) Line-run One Way Distances -
- The company shall establish the one-way distance (shown in kilometers) for each line-run operated by the company. For the purpose of sign-ups, the distance for each route shall be posted during the sign-up period and shall not change without prior consultation with the Union.
- 4) For Line-run Drivers the line-run shall be the first work assignment in a Work Shift and all additional work would be paid at the additional work rate as shown in schedules A and C.
- 5) Drivers shall receive additional compensation equal to one hour or 43 Kilometers per day for authorized instruction of student Drivers on their Line-run.
- 6) If a Driver operates a trip after being dispatched on a Standby Crew, Standby time other than deadhead time shall be paid at half the hourly rate shown in Pay Schedules.
- 7) All Line-run Drivers (save and except line-runs that are exclusively to Niagara Casino) that are required as part of their Crew to cross the Border between Canada and the USA, shall receive in addition to their normal rate of pay Ten (\$10.00) Dollars for each time they cross an International Border in either direction when not dead-heading.

## **SCHEDULE E**

### **METRO SERVICE CHARTERS**

- 1) **The Metros Rate will equal the half day Transfer Rate:**

--- January 1, 2020	- \$65.16 PER TRIP
--- January 1, 2021	- \$65.16 PER TRIP
--- January 1, 2022	- \$66.63 PER TRIP
  
- 2) A Metro Charter is a trip defined in Article 3.22
  
- 3) A Metro Charter that stops for the passengers to exit, and then the same passengers return to the bus to continue, shall be upgraded to a transfer rate, and; if more than one stop, or where the Driver is required to wait and be available to the passengers, to a Charter rate. The Driver shall be required to get the customer to sign the Work Order agreeing to the additional charge.
  
- 4) All Metro Charters that are not part of a metro Work Shift, shall be dispatched as single one-way movements, and dispatched as after cut-off, after the 72 Hour Dispatch report is completed.
  
- 5) For an entire Work Shift of Metro Charters, the Minimum Guarantee shall be the full Transfer Rate as set out in Schedule 'C', if the total hours required (garage-to-garage), do not exceed five (5) hours. If an entire Work Shift exceeds five (5) hours, including time between Metro Charters, the guaranteed minimum, including excess hours, shall be as set out in the One-Day Charters Schedule.
  
- 6) If luggage is required to be stored under the bus. The Driver shall be required to get the customer to sign the Work Order agreeing to the additional charge.

## SCHEDULE F

### AUTOMOBILE ALLOWANCE

A Driver assigned a Work Shift in another District, and is requested by Dispatch to drive their own vehicle to the other District, shall be remunerated at the rate of **\$0.52** per kilometer, for each kilometer in excess of the normal distance they travel from their residence to their Home Terminal. If public or Company transportation is not available, and the Driver has no transportation of their own, or they do not wish to drive their car out of District, the Company shall supply transportation when needed. No Driver shall be forced to drive their own vehicle. The Company may wish to go to the next available Driver, who shall drive their own vehicle, and the passed Driver shall not have any recourse to the grievance procedure, and they shall only be used at their Home Terminal on after cut-off or overloads.

All Automobile Allowances shall be paid by separate cheque.

#### MILEAGE SCHEDULE

Peterborough	Kingston	176 KM
	Toronto	136 KM
Toronto	Peterborough	136 KM
	Kingston	270 KM
Niagara	Buffalo	41 KM
	Toronto	133 KM
Kingston	Montreal	288 KM

# SCHEDULE OF ALLOWABLE DEADHEAD TIMES

## TORONTO DISTRICT

(ONE-WAY TIME)

PICK-UP/DROP-OFF	ALLOWED TIME TO REPORT/FROM DROP	
TORONTO TRANSFER ZONE.....	1 HOUR	0 MINS
OAKVILLE.....	1 HOUR	0 MINS
BURLINGTON.....	1 HOUR	0 MINS
NIAGARA FALLS.....	2 HOURS	0 MINS
AIRPORT STRIP (Hotels and Airport).....	0 HOURS	30 MINS
NAPANEE.....	2 HOURS	30 MINS
PETERBOROUGH.....	2 HOURS	0 MINS
OSHAWA/BOWMANVILLE/WHITBY.....	1 HOUR 1 HOUR	15 MINS
HALIBURTON.....	3 HOURS	15 MINS
HUNTSVILLE.....	3 HOURS	0 MINS
KINGSTON.....	3 HOURS	0 MINS
BELLEVILLE.....	2 HOURS	0 MINS
PORT HOPE/COBOURG.....	1 HOUR	30 MINS
BUFFALO AIRPORT.....	3 HOURS	0 MINS
CAMBRIDGE.....	1 HOUR	15 MINS
GUELPH.....	1 HOUR	15 MINS
KITCHENER.....	1 HOUR	30 MINS
ST. CATHARINES.....	1 HOUR	45 MINS
PORT COLBORNE.....	2 HOURS	30 MINS
WELLAND.....	2 HOURS	00 MINS
MONTREAL.....	6 HOURS	15 MINS

The above times include travel time, vehicle pre-check and fueling. The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Toronto pick-up points under all traffic conditions (i.e. rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Driver's responsibility.

The Driver shall be allowed the actual driving time incurred (plus pre-checks and fueling of bus) while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

(TO BE REVIEWED)

**KINGSTON DISTRICT**

**(ONE-WAY TIME)**

<b>PICK-UP/DROP-OFF</b>	<b>ALLOWED TIME TO REPORT/FROM DROP</b>	
KINGSTON.....	0 HOUR	30 MINS
NAPANEE.....	0 HOUR	45 MINS
BELLEVILLE.....	1 HOUR	15 MINS
TRENTON.....	1 HOUR	30 MINS
BRIGHTON.....	1 HOUR	45 MINS
VERONA.....	1 HOUR	0 MINS
SHARBOT LAKE.....	1 HOUR	15 MINS
TORONTO (Transfer Zone).....	3 HOURS	0 MINS
MISSISSAUGA.....	3 HOURS	15 MINS
OSHAWA.....	2 HOURS	15 MINS
PORT HOPE/COBOURG.....	2 HOURS	0 MINS
BUFFALO.....	5 HOURS	45 MINS
PETERBOROUGH.....	2 HOURS	30 MINS
NIAGARA.....	4 HOURS	45 MINS
MONTREAL.....	3 HOURS	15 MINS

The above times include travel time, vehicle pre-check, and fueling.

The Driver **shall** be allowed the actual driving time incurred (plus pre-checks and fueling of bus) while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Toronto pick-up points under all traffic conditions (i.e. rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Driver's responsibility.

**(TO BE REVIEWED)**

**NIAGARA FALLS DISTRICT**

**(ONE-WAY TIME)**

BUFFALO N.Y.....	1 HOUR	00 MINS
FORT ERIE.....	0 HOUR	45 MINS
ST CATHERINES.....	0 HOUR	30 MINS
NIAGARA FALLS CANADA .....	0 HOUR	30 MINS
NIAGARA FALLS N.Y.....	0 HOUR	45 MINS

The above times include travel time, vehicle pre-check, and fuelling. The Driver shall be paid for actual deadhead time incurred while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Niagara Falls pick-up points under all traffic conditions (i.e.; rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Driver's responsibility

**(TO BE REVIEWED)**

PETERBOROUGH DISTRICT

(ONE-WAY TIME)

<b>PICK-UP/DROP-OFF</b>	<b>ALLOWED TIME TO REPORT/FROM DROP</b>	
PETERBOROUGH.....	0 Hours	30 MINS
TRENT UNIVERSITY (Champlain Campus).....	0 HOURS	45 MINS
PORT HOPE.....	1 HOUR	0 MINS
COBOURG.....	1 HOUR	0 MINS
OSHAWA.....	1 HOUR	15 MINS
BOWMANVILLE/NEWCASTLE.....	1 HOUR	0 MINS
WHITBY/AJAX.....	1 HOUR	30 MINS
LINDSAY.....	1 HOUR	0 MINS
HAVELOCK.....	1 HOUR	0 MINS
NORWOOD.....	0 HOURS	45 MINS
GRAFTON.....	1 HOUR	15 MINS
COLBORNE.....	1 HOUR	15 MINS
NAPANEE.....	2 HOURS	0 MINS
MISSISSAUGA.....	2 HOURS	15 MINS
TORONTO (Includes Garage & Airport).....	2 HOURS	0 MINS
KINGSTON.....	2 HOURS	30 MINS
BUFFALO.....	4 HOURS	45 MINS
LAKEFIELD.....	1 HOUR	0 MINS
BELLEVILLE.....	1 HOUR	30 MINS
CAMPBELLFORD.....	1 HOUR	0 MINS
NIAGARA.....	3 HOURS	45 MINS
HASTINGS.....	1 HOUR	0 MINS

The above times include travel time, vehicle, pre-check, and travelling.

The Driver shall be allowed the actual driving time incurred (plus pre-checks and fuelling of bus) while travelling to or from the pick-up and drop-off points not noted above, so long as times requested are reasonable.

The time designated for "TRANSFER ZONE" trips is considered to be a reasonable average time required to reach Toronto pick-up points under all traffic conditions (i.e. rush hour and non-rush hour). Discretionary practices must be exercised in order to ensure punctual execution of Driver's responsibility.

(TO BE REVIEWED)




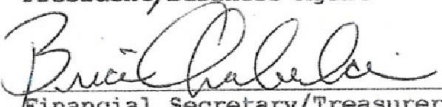
## SUMMARY OF DEADLINES

January 1 <sup>st</sup>	Quarterly Overtime Payment.
January 31 <sup>st</sup>	Seniority list posted in all districts.
February	Category Sign-up Effective First Monday in March.
February 15 <sup>th</sup>	Tour sign-up completed
April 1 <sup>st</sup>	Quarterly Overtime Payment.
April 15 <sup>th</sup>	Vacation pay - in accordance with Article 12.03.
June 15 <sup>th</sup>	Tour Sign-up completed
June	Category Sign-up Effective First Monday in July.
July 1 <sup>st</sup>	Quarterly Overtime Payment.
July 1 <sup>st</sup>	Tour Sign-up completed.
October	Category Sign-up Effective First Monday in November
October 1 <sup>st</sup>	Quarterly Overtime Period
October 1 <sup>st</sup>	Leave of Absence (Winter Wind Down) Applications Due.
October 1 <sup>st</sup>	Seniority List Posted in all Districts.
October 15 <sup>th</sup>	Vacation pay - in accordance with Article 12.03
October 15 <sup>th</sup>	Tour sign-up completed.
October 29 <sup>th</sup>	Deadline for Company to respond under Article 12.07(b)
November	Vacation Schedule Posted the First Monday.


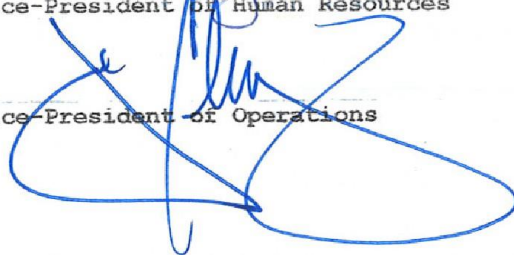
IN WIZNESS WHEREOF the les have hereunto set their hands seals or their corporate seals as du  
I y atteszed to by their authorized signing officer;

Dated this 31<sup>st</sup> day of January, 2021.

FOR THE UNION :

  
\_\_\_\_\_  
President/Business Agent  
  
\_\_\_\_\_  
Financial Secretary/Treasurer

FOR COMPANY:

\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Vice-President of Human Resources  
  
\_\_\_\_\_  
Vice-President of Operations

Sign Off Sheet Between  
Amalgamated Transit Union Local 1624 (Union)

Coach Canada/Trentway-Wagar (Employer)  
2020 Collective Bargaining

This sign-off sheet will represent an agreement reached between Management and Union Committees with respect to the particular article. Should discussion of an Article impact on a previously signed-off Article, either party reserves the right to re-open the signed off article for further discussion.

Such sign-offs shall not be binding on the parties until these sign-offs form a complete collective agreement ratified by the respective parties principals.

**Letter of Understanding**

Article 21.02 (e) - "A" and "D" Collective Agreement, as well Maintenance as .  
Article 24.01 (g) -

The Company and Union agree to the following:

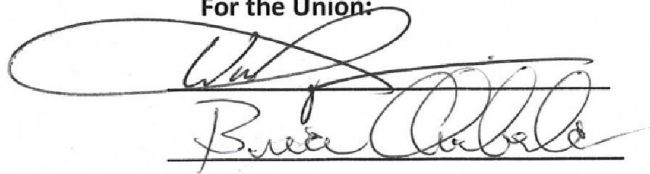
That article 21.02 (e) under the "A" and "D" collective agreements and article 24 .  
01 (g) under the Maintenance collective agreement will for the purpose of laid-off  
be changed from one (1) year to two (2) years for any employee laid- off between  
March 2020 and December 31, 2022

Dated this 07 day of October 2020, in the city of Mississauga, Ontario.

For Management:



For the Union:



Sign Off Sheet Between  
Amalgamated Transit Union Local 1624 (Union)

Coach Canada/Trentway-Wagar (Employer)  
2020 Collective Bargaining

This sign-off sheet will represent an agreement reached between Management and Union Committees with respect to the particular article. Should discussion of an Article impact on a previously signed-off Article, either party reserves the right to re-open the signed off article for further discussion.

Such sign-offs shall not be binding on the parties until these sign-offs form a complete collective agreement ratified by the respective parties principals.

**Letter of Understanding  
Six (6) Months Trial**

The Company and Union agree to the following:

"Drivers will be permitted to have another driver on a previously approved day off including a part time driver not committed to working that day, to work for them providing both drivers have forwarded their agreement through the internal email system to the employer not less than forty-eight (48) hours in advance and the change must not interfere with their next scheduled work shift."

The Company and Union agree that upon completion of the six (6) months trial period an operational review will be conducted and the Union and Company will meet to discuss the review. At that point, either party may give notice to the other that they wish to discontinue or alternatively make a mutually agreeable change which may establish another trial period. Should the operational review establish that the trial period was successful then the article above will become article 27.04 (B) of the collective agreement.

Dated this 08 day of January 2020, in the city of

For Management:



Handwritten signature of Deborah Wagar in blue ink, written over a horizontal line.

Dated this 08 day of January 2020, in the city of Mississauga, Ontario.

For the  
Union:



Handwritten signature of Bruce Chelco in blue ink, written over a horizontal line.