

COLLECTIVE AGREEMENT BETWEEN

MILLER TRANSIT LIMITED



UNITED FOOD AND COMMERCIAL WORKERS

CANADA LOCAL 1006A



EFFECTIVE OCTOBER 1, 2019 – OCTOBER 1, 2023

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Your Union is Here for You

As a member of UFCW Canada Local 1006A, you have a team of highly skilled and dedicated union representatives working to protect your rights and make life better for you and your co-workers.

This is your union contract and is one of the most important documents you will receive at your workplace. The rights and privileges outlined in this agreement were achieved through the determination and unity of union members like yourself working together over the years for fairness at work. Union negotiators, together with workers from your bargaining unit, negotiated many of the gains you enjoy in your workplace today.



I encourage you to read your agreement carefully as it is full of practical and relevant information about your wages, benefits and working conditions. This agreement directly affects your life, from when your raises will be to what your rights are in your workplace.

By knowing your rights, you will be able to ensure they are protected. All workers have the right to a fair, safe and inclusive workplace where they are treated with respect and dignity.

If you have any questions or concerns about anything at work, I encourage you to reach out to your union representative. We are here to help you and protect your rights and interests. Your input and participation is the first step to alerting your union of possible violations of your union contract. Our union representatives work closely with your workplace steward(s) to defend your rights and resolve problems at work.

At Local 1006A, our strength comes from each other. I look forward to working with all of you to improving our workplace and strengthening our union now and into the future.

In solidarity,

Wayne E. Hanley
President, UFCW Local 1006A
International Vice President



COLLECTIVE AGREEMENT

BETWEEN: MILLER TRANSIT LIMITED (Hereinafter referred to as the "Employer")

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A

(Hereinafter referred to as the "Union")

Effective Date: October 1, 2019

PREAMBLE AND PURPOSE:

Purpose

The Employer and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Employer and its' employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious settlement of any dispute and/or grievance which may arise out of the administration of the terms and conditions of this Agreement.

Equality

It is understood that the provisions of this Agreement shall apply equally to female and male employees.

Amendments to Collective Agreement

Any amendments that may be required to this Collective Agreement shall be reduced to writing in the form of a letter of intent and shall be signed by both parties including the President and one other officer of the Union and the Manager and their designee. Such letters that are duly signed shall be included in and form part of the Collective Agreement as of the applicable date.

ARTICLE 1. RECOGNITION

- 1.01 **Exclusive Bargaining Agent** - The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed in and out of the municipalities of Markham and Richmond Hill, save and except office and sales staff, supervisors and inspectors and persons above the rank of supervisors and inspectors and dispatchers.
- 1.02 **Bargaining Authority** - The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

ARTICLE 2. GENERAL

- 2.01 “Bargaining Unit” means all employees employed by the Employer in and out of the municipalities of Markham and Richmond Hill, save and except office and sales staff, supervisors and inspectors and persons above the rank of supervisors and inspectors and dispatchers.
- 2.02 “Full Time” means an employee who is normally scheduled to work thirty-seven (37) hours or more in a week on a regular basis. However, the 37 hour work week will not apply to any week where there is more than one day with no school run or reduction in service. In addition where a school run is not operated, the company will provide work to the 37 hour guarantee in that week.
- 2.03 “Part Time” means an employee who is normally scheduled to work less than thirty-five (35) hours in a week on a regular basis.
- 2.04 “Personal Information” for the purposes of sections 22.05 and 28.07 means an employee’s contact information, banking/payroll information, driver’s licence, SIN and vehicle description.
- 2.05 “Shift” means the period of time between the time the employee begins work or is required to be in readiness to work until the time the employee is relieved from work and has completed all their responsibilities in performing the work.

ARTICLE 3. MEMBERSHIP IN THE UNION

- 3.01 Membership Requirement - Membership in the Union shall be required of all employees covered under this Agreement.
- 3.02 Application for Membership Card - Each new employee when hired by the Employer shall be required to sign an Application for Membership card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Employer to deduct Union dues, initiation fees, fines and assessments in accordance with the Constitution and Bylaws of the Union as a condition of their continued employment within the Bargaining Unit.
- 3.03 Condition of Employment - All employees coming within recognition of this Agreement shall become and remain members of the Union as a condition of their continued employment within the Bargaining Unit.

No employee shall be discriminated against or discharged by the Employer for their membership or participation in activities of the Union which are considered lawful in the Province of Ontario.

ARTICLE 4. DEDUCTION AND REMITTANCE OF UNION DUES, FINES AND ASSESSMENTS

4.01 Pay Period Deductions

- a) The Employer shall deduct in each pay period from the wages of employees who are in the Bargaining Unit, such Dues as may be adopted and designated by the Union.
- b) Regular Union dues shall become payable from the expiry date of the probationary period and shall be paid through payroll deduction in each pay period commencing upon the first pay period following the expiry of the probationary period.
- c) Initiation fees shall become payable upon expiry date of the probationary period and shall be paid through payroll deduction in four (4) equal and consecutive installments commencing upon the first pay period following the expiry date of the probationary period.
- d) Payment of dues in arrears, initiation fees, fines and assessments shall be completed through payroll deductions and shall commence following receipt of the notice required by Article 4.02.

- 4.02 Notice of Deductions and Remittance - the Union shall notify the Employer in writing of the amount of union dues or initiation fees, fines or assessments (for the purposes of this Collective Agreement, collectively referred to as "Dues") to be deducted from the employees' payroll in accordance with the terms of this Collective Agreement.

The Union shall notify the Employer in writing of any changes in the amount of payroll deduction(s) required at least thirty (30) days prior to the intended date of deduction.

- 4.03 Remittance Requirement - the Employer shall remit such payroll deductions on behalf of the union to such financial institution as set out by the union in writing and further agrees that such monies shall be remitted to this financial institution no later than fourteen (14) days following the date of deduction.
- 4.04 Deductions Required - only payroll deductions now or hereafter required by law or monies due or owing to the Employer by an employee or deductions for group insurance shall be made from wages prior to the deduction of dues, initiation fees, fines or assessments.
- 4.05 Statement/Dues Remittance Timelines - the amount of Union Dues so deducted from wages, accompanied by a statement of deductions from employees, shall be provided by the Employer to the union financial secretary/treasurer no later than the fourteen (14) days following the date of deduction.
- 4.06 Deduction Acknowledgement - the Employer shall record on the T-4 slip of each employee, the actual amount of union dues deducted during the previous year.

The Union agrees to indemnify and save the Employer and/or its agents harmless against any and all liability, which may arise by reason of deduction or attempted deduction and remittance, custody of and/or account of (save and except T-4 reporting) such amounts deducted by the Employer at the direction of the Union in accordance with Article 4.02.

- 4.07 Union Deduction Authorization Form - each new employee when hired by the Employer shall be required to sign the “Application for Membership” form” (supplied by the Union). Concurrently, the employee will also sign the back of the Application for Membership form titled “Obligation”, which shall be the Employer’s authority to deduct from the employee’s wages, at the direction of the Union, all dues, initiation fees, fines and assessments in accordance with the terms of this agreement as a condition of their continued employment within the Bargaining Unit.

The Union will provide all completed forms to the Employer, which shall remain in effect during the term of an employee’s employment within the Bargaining Unit.

ARTICLE 5. UNION MEETINGS

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

ARTICLE 6. RESERVATION OF MANAGEMENT RIGHTS

- 6.01 It is recognized that the Employer has the right to make and enforce reasonable rules and regulations governing its business and operations. The Employer, however, shall not issue any rules or regulations that conflicts with or violates any provision of this Agreement. The Employer agrees to provide a copy of all new or altered rules or regulations to the Union for their information and shall also meet with the Union for discussion purposes prior to implementation of such new or altered rules or regulations, and they shall be subject to the grievance and arbitration procedures.

The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain, order, discipline and efficiency and in connection therewith: to make, alter and enforce from time to time reasonable rules, regulations, policies and procedures to be observed by its employees; discipline or discharge employees, provided that, subject to Article 14.03(b), a claim by an employee who has successfully completed the probationary period that they have been unjustly disciplined or discharged, may be the subject matter of a complaint and dealt with as hereinafter provided.

Without diminishing the rights recognized by the previous paragraph, the Employer shall provide the Union with a copy of the rules, regulations, policies and procedures which are made or altered from time to time. Additionally, the Employer shall provide the Union with advance notice of the establishment of new regulations or amendments to regulations as they occur. The Union shall be given the opportunity to discuss these matters with the Employer prior to implementation, provided such regulations are not

third party, contractual or Government requirements or otherwise beyond the control of the Employer.

- b) Select, hire, transfer, assign to shifts, promote, demote, dismiss, classify, lay-off or recall employees, and select employees for positions outside of the Bargaining Unit.
- c) Require medical examinations at any time for cause;
- d) Operate and manage the transit system in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right to determine the number and location of the Employer's establishments and their expansion or curtailment, direction of the workforce, subcontracting or work, schedules of operations, number of shifts, services to be rendered, work procedures, quality and quantity standards, kinds and locations of equipment and machinery to be used at any time, selection and use of materials required by the Employer; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualification of an employee to perform any particular job; decide the number and type of employee needed by the Employer at any time, when overtime shall be worked and require employees to work overtime, determine financial policies, including general account procedures and customer relations.

6.02

- a) The Union shall co-operate with the Employer such that the Employer may meet its obligation to provide the services required by new and existing contracts it has undertaken, which may from time to time require additions, deletions or alterations to its transit services on short notice.
- b) Additionally, the Union agrees to co-operate fully in the implementation of rules and regulations that may be put into place as a result of or made necessary by any contracts undertaken or about to be undertaken for the operation of transit services.
- c) The Union agrees to do nothing which would violate any contractual obligations between the Employer and its customers.

6.03 Without limiting the right to discharge a Seniority employee for just cause or as otherwise provided under this Agreement, the Employer shall have the right to summarily discharge an employee upon proof of any of the following grounds:

- a) theft;
- b) being under the influence or in possession of alcohol, illegal drugs, or cannabis, while on duty, or in uniform;
- c) fighting or any physical altercation while on duty or on Employer premises;
- d) deliberate tampering, sabotage or destruction of any property while on duty or on Employer premises;

- e) dishonesty including deliberately providing false information or false documents or falsifying Employer records;
- f) direct or deliberate refusal to follow direction or policy from the Employer, a supervisor, a Lead Hand or York Region management;
- g) the Employer's or Region's insurers or the insurers providing coverage for any vehicle which the employee may be required to drive in the scope of their employment refuse to insure an employee or continue to insure them;
- h) possession of firearms while on duty or on Employer premises;
- i) possession of pornographic or offensive materials while on duty or on Employer premises;
- j) failure to report damage to any equipment or vehicle operated, owned or leased by the Employer and/or by York Region which also includes incidents or accidents that do not involve damage to the vehicle;
- k) failure to comply with Ontario's ban on hand-held devices while driving under Bill 118;
- l) absence from work for three (3) consecutive scheduled working days without notifying the Employer or without a reason acceptable to the Employer;
- m) use of a leave of absence for a purpose other than that for which it was granted, or fails to return to work on the expiration of a leave of absence with a reason acceptable to the Employer; and
- n) failure to return to work when recalled following a temporary lay-off in accordance with this Collective Agreement.

6.04

- a) The Employer agrees to inform the employee in a timely manner (within 10 days of becoming aware) of any concern with regard to the employee's work, which may lead to discipline. The employee is entitled to Union representation at any/all meetings. The employee and Union representative shall be paid the applicable rate by the Employer. The employee may request Union representation at a meeting which may lead to discipline.
- b) The Parties agree that the Employer has the right to suspend, without notice, with pay any employee who has disregarded any regulations or rules of the Employer or any Provincial or Federal Law.

In these cases an investigation will be held (immediately after being suspended) without unreasonable delay to determine the facts. Both parties agree that this section is for the purpose of preventing an employee, who is in violation of Employer rules and regulations or Governmental laws, from continuing work or reporting for work

- 6.05 The Employer agrees that it will not exercise its functions in this Article 6 – “Reservation of Management Rights”, in a manner inconsistent with the express provisions of this Agreement.
- 6.06 Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

ARTICLE 7. NO DISCRIMINATION / NO HARASSMENT

- 7.01 No Discrimination - The Employer and the Union agree to abide by the terms of the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms, as each may be amended from time to time, and the Employer and the Union agree that there will be no discrimination against any employee because of religion, ancestry, sexual orientation, family status, handicap, race, creed, colour, sex, place of origin, ethnic origin, or marital status.
- 7.02 Violence and Harassment in the Workplace - The Employer, the Union and all employees under this Agreement shall comply with and abide by Employer’s Policy Number HR-07 – “Violence and Harassment in the Workplace”, as amended from time to time, which shall at minimum comply with Bill 168, as amended from time to time.

In the event that Bill 168 is repealed, the Employer and the Union shall negotiate a Memorandum of Understanding to institute under the authority of this Collective Agreement the same protections that Bill 168 and the Employer’s Policy Number HR-07 affords.

ARTICLE 8. VALID OPERATOR’S LICENSES

- 8.01 Responsibility to Secure and Maintain - It will be the responsibility of each operator, mechanic, cleaner, fare box technician and all other employees to secure and maintain any necessary license or permit required for the performance of their employment from time to time, including without limitation, in the case of an operator, a valid Ontario Class "BZ" license and in the case of a mechanic, cleaner, fare box technician or any other employee, a valid Ontario Class "CZ" license, with any appropriate and required government endorsements to those licenses.

All tradespersons (mechanics) will hold a valid 310T or 310S license as required and provide the Employer with proof of same.

All costs for renewing or maintaining all required driver's or trade's licenses are the responsibility of the employee, as well as to provide the Employer with a copy.

Employees, upon request by a dispatcher, inspector or supervisor, shall produce their valid driver's license, bearing the required classification, for verification.

All employees, including operators, shall notify the Employer immediately of any traffic violations of which the employee is charged and any demerit points recorded on their driving record. If, for any reason, the employee's license, classification or endorsement

is cancelled, suspended or otherwise revoked, or the employee fails to notify the Employer immediately of any traffic violations or demerit points the employee shall be disciplined.

ARTICLE 9. MEDICAL EXAMINATIONS

For the purpose of this Article 9, the term “Licensed Practitioner” shall mean a Member of the College of Physicians and Surgeons of Ontario and a Nurse Practitioner as licensed by the College of Nurses of Ontario.

9.01 Notification Requirement (Booking Off Work) - In the event an employee is absent from work due to illness or accident, said employee shall be required to promptly, but not less than one (1) hour prior to the start of their scheduled shift, report said absence to the dispatcher on duty.

9.02 Medical Certificates

a) Five Days or Less - If an employee is off work due to illness or injury for five (5) days or less, the Employer may request a medical certificate from a Licensed Practitioner meeting the requirements as described in Medical Certificate Criteria. The Employer must make this request during the absence and prior to the employee’s return to work.

b) More than Five Days - If an employee is off work due to illness or injury for more than five (5) days, the employee shall be required to provide a medical certificate from a Licensed Practitioner meeting the requirements as described in Medical Certificate Criteria. Further, the employee shall keep the Employer informed of their progress by providing an updated medical certificate on a bi- weekly basis.

c) Frequent Absences / Unable to Perform Duties - Where an employee is frequently absent or unable to perform their duties the Employer may require the employee to provide a medical certificate from a Licensed Practitioner. Failure to provide this medical certificate may prohibit the employee from returning to work until the certificate is received.

d) Return to Duties - Where a medical certificate may be required to work, it must be presented to the Employer prior to the employee being placed back into service. Failure to present this medical certificate may prohibit the employee from returning to work until the medical certificate is received.

Such requests for medical certificates shall not be made in an unreasonable or discriminatory manner.

9.03 Medical Certificate Criteria - The medical certificate shall state the following information:

a) date the employee was first seen by physician;

b) prognosis of return to work date and confirmation that the employee cannot work; and

- c) for return to work, that the employee is now medically fit to resume their full duties.
- 9.04 Notification Requirement (Return to Work) - Any employee who is returning to work after illness or accident shall advise the dispatcher on duty prior to returning to service as follows;
- a) to return to work following an illness or accident from the morning portion of their split shift, the employee shall give notice as far in advance as possible, but no later than 10.00 A.M., that they will be reporting for the afternoon portion of their shift for that day;
 - b) to return from an absence of seventy-two (72) hours or less, the employee shall advise the dispatcher on duty that they will be returning to service as far in advance as possible but no later than 18:00 hours on the day prior to returning for service;
 - c) to return from an absence greater than seventy-two (72) hours and less than fourteen (14) days, the employee shall give twenty-four (24) hours' notice prior to reporting to service; and
 - d) to return from a long-term absence in excess of fourteen (14) days, the employee shall give three (3) working days' notice prior to reporting to service.

If an employee is able to return to work prior to the expiry of the notification periods provided for above, they shall be provided with work hours.

It is understood and agreed that any employee returning to work after illness or accident shall not be entitled to their normal work hours but shall be assigned such available work hours or cover work.

- 9.05 Medical Opinions - The Employer may require that an employee submit to a medical examination at the expense of the Employer, where for reasons of health, an employee is frequently absent or unable to perform their duties.

Additionally, the employee may be held out of service until the examination has been completed and a medical certificate from a Licensed Practitioner indicating that the employee is fit to perform regular duties is provided to the Employer.

In certain circumstances the Employer may require an employee to attend the Employer's Licensed Practitioner for a medical opinion, but those circumstances would have to be unusual.

The employee shall be compensated for all lost time if the employee is found to be fit.

Such requests shall not be made in an unreasonable or discriminatory manner.

ARTICLE 10. NO STRIKES OR LOCKOUTS

- 10.01 Definitions - The terms "strike" and "lockout" shall have the meaning given to them in the Ontario Labour Relations Act.

10.02 No Strikes or Lockouts

- a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of complaints, the Union agrees that during the life of this Agreement it will not call, authorize, encourage or support a strike, slowdown or stoppage of work.
- b) The Union and the Employer agree that there shall be no strike or lockout during the life of this Agreement, in accordance with the Ontario Labour Relations Act.
- c) If the Union is engaged or involved in any lockout, strike, picketing, slowdown or stoppage of work (collectively, a "Labour Action") with any other Employer providing transit services in the Region of York (an "Other Employer"), the Union will not call, authorize, encourage or support any picketing by employees covered by this Agreement at any property from which Miller Transit Limited is carrying on its transit operations so long as the Employer is not providing any of the services which were provided by the Other Employer at the time of the commencement of the Labour Action.

10.03 Right to Refuse Work - All employees covered by this Agreement shall have the right to refuse to do the work of striking or locked out employees of the Employer or any other Employer.

ARTICLE 11. UNION REPRESENTATION

In representing an employee or group of employees of the Bargaining Unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out the Union shall supply the Employer with the names of its officers or appointed representatives. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

11.01 Notification to Employer - The Union shall notify the Employer in writing on or before July 1st in each election year or whenever changes in the names of its representatives as follows: officers, bargaining committee members, Union/Management committee members, health and safety representatives, and local Bargaining Unit representatives.

11.02 Regular Duties / Union Duties

- a) The Union acknowledges that Local representatives have regular duties to perform on behalf of the Employer; therefore the Local representatives shall conduct Union activities in a manner that shall not interfere with normal operations of the Employer and wherever possible shall conduct Union activities outside regular working hours.
- b) In a situation which requires a Local representative's attention during working hours, the Local representative shall not leave their regular duties without first obtaining permission to do so from the Employer. It is understood that the taking of such time away from regular duties shall be with pay and kept to a minimum and that permission shall not therefore be unreasonably withheld. The Local representative shall return to their regular duties as expeditiously as possible. The Employer reserves the right to

limit such time if the time requested is unreasonable, and the Employer may refuse such time if it would be operationally impossible for the Local representative to leave their regular duties at the requested time.

- 11.03 Negotiating Committee - The Employer recognizes the right of the Union to appoint or select to the Negotiating Committee any/all of the following: two (2) Union employees from the Bargaining Unit, the Local Union fulltime Officers and/or any other advisor(s) be they technical or otherwise.

All absences shall be granted to employees from the Bargaining Unit that are appointed to the Negotiating Committee with no loss of vacation credits, Seniority or benefits.

- 11.04 Union/Management Committee - The Union/Management Committee shall meet a minimum of every three (3) months providing an agenda is submitted by either party ten (10) days prior to such meetings. Should such meetings go beyond the employee's normal paid hours, such further times shall be without pay.

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

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

- 11.06 New Positions - Where any new classification or position is created within the Bargaining Unit, the Employer shall advise the Union of the new classification or position and shall provide the Union with a job description. The Union and the Employer shall meet to negotiate an appropriate wage rate prior to the position being filled.

In the event there is any dispute with respect to whether a given classification or position is within the Bargaining Unit or the appropriate rate of pay for the said classification or position, then either party may refer the matter to arbitration or the Ontario Labour Relations Board.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjudged as quickly as possible without stoppage of work, and it is understood that an employee may, subject to an investigative hearing that may result in disciplinary measures taken against the employee, the employee at their option, may be accompanied and represented by a member of Union, without recourse to the grievance procedure herein.

12.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or, subject to Article 6.06, in the case of an employee who has successfully completed the probationary period under this Agreement, a complaint that they have been unjustly laid off or has not been recalled from layoff or has been discharged without cause.

12.03 It is understood that prior to filing a written grievance, the employee shall give their supervisor an opportunity to resolve any complaints or disputes. In order to be considered a grievance, such discussion must take place within fourteen (14) calendar days after the circumstances giving rise to the complaint first occur or originate. The supervisor shall communicate their reply to the complaint within fourteen (14) calendar days from the date the complaint/grievance was presented to them with a copy of the claim. An entry to the employee's file shall be made and contain the date, time and name of supervisor who was contacted by the employee, and nature of the complaint including the reply given by the supervisor.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a grievance in the following manner and sequence:

Step 1: Within fourteen (14) calendar days following the decision of the immediate supervisor, the employee with the assistance of their representative, if they desire, may present a signed and dated written statement of such grievance to the Operations Manager, Maintenance Manager or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Operations Manager, Maintenance Manager or designate shall deliver their decision within fourteen (14) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step 2: Within fourteen (14) calendar days following the decision under Step 1, the employee with the assistance of their representative, may present the written grievance to the General Manager or designate.

The General Manager or designate shall hold a meeting within fourteen (14) calendar days with the grievor and the Local representative to discuss the grievance. Either party may request the assistance of a staff representative of the Union to attend at said meeting. The General Manager or designate shall deliver their decision in writing within fourteen (14) calendar days following the day on which the meeting was held.

12.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the normal duties assigned to them by management (unless they have been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

12.05

- a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A Policy Grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within fourteen (14) calendar days from the occurrence or origination of the circumstances giving rise to the grievance.

The grievance must be signed by an authorized officer of the Union and shall be heard at Step 2 of the Grievance Procedure.

- b) The Employer shall have the right to file a "Policy Grievance" with the Union concerning the meaning, application or interpretation of a provision of this Agreement. The grievance shall be filed in writing with the Union by the General Manager or designate within fourteen (14) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. A meeting shall be held between representatives of the Employer and the Union within fourteen (14) calendar days of filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

12.06 An employee other than a probationary employee, claiming that they have been laid off, not recalled or discharged from employment without just cause, shall, following the completion of Step 2 of the grievance procedure, file a signed and dated written statement of such grievance setting out the nature of the grievance and the specific remedy sought within fourteen (14) calendar days of the discharge or layoff or failure to recall from layoff.

12.07 All time limits in this Article shall be deemed to be mandatory and shall be counted from the day following the submission of the grievance or reply.

Any time limits prescribed by this Agreement may be extended by mutual agreement of the parties in writing, or by order of an Arbitrator upon the application of the Union or the Employer.

12.08 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

12.09 Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.

12.10 If final settlement of the grievance is not reached under Articles 12.03 and 12.05 then the grievance may be referred in writing by either party to arbitration as provided in Article 13 – "Arbitration", at any time within forty (40) calendar days after the final decision.

- 12.11 Notices required to be in writing shall be deemed to be properly given if by e-mail or fax (with a reply acknowledging receipt) when electronically delivered or if by letter when post-marked no later than the final day for giving notice.
- 12.12 Time spent during their normal working hours by Union representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 2 of the grievance procedure. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor which permission shall not be unreasonably withheld.
- 12.13 No supervisor within the meaning of Article 12.03 may answer more than one stage of an individual grievance.
- 12.14 In the event that the Employer disciplines or discharges an employee, the Employer shall provide the employee and the Union with a copy of the written notification of discipline or discharge. All such documents must be filed and maintained in the employee's file at the time of the occurrence.

Where an employee has a dispute through the grievance procedure they shall have the right to be provided photocopies of the pertinent document(s) contained in their personnel file upon making a request in writing to the Employer providing sufficient detail to enable the Employer to identify the information requested. The Employer will provide such document(s) in accordance with its Access to Personnel Records Policy and, in the absence of an obligation at law or court order, shall not provide any documents contained in an employee's personnel file that the Employer considers proprietary in nature.

- 12.15 Failure to grieve previous discipline, or to pursue such grievance to arbitration, shall not be considered an admission of wrongdoing.
- 12.16 Should it be determined upon the Employer's investigation, in accordance with the provisions of this Collective Agreement, that an employee has been unjustly suspended or discharged, such an employee shall be immediately re-instated in their former position, without loss of Seniority and shall be compensated for all lost remuneration.
- 12.17 If Step 1 and Step 2 of the within grievance procedure requires the participation of a Local representative and/or the grieving employee during normal working hours, the Local representative or employee shall request permission of the Employer to leave work during normal working hours for such purposes, which permission shall not be unreasonably withheld, and shall be without loss of regular wages or benefits.

ARTICLE 13. ARBITRATION

13.01

- a) Both parties to this Agreement agree that a properly constituted grievance as defined in Article 12 – "Grievance Procedure", Articles 12.02 and 12.05, which has been properly carried through all the requisite steps of the grievance procedure outlined in Article 12 and

which has not been settled, abandoned or withdrawn, may be referred to a single arbitrator, or by mutual agreement of the parties to a Board of Arbitration, at the written request of either of the parties hereto.

- b) The parties agree to meet to develop a list of mutually agreeable arbitrators. Said list may be amended from time to time. No arbitrator shall be engaged unless they agree that any decision will be released not more than thirty (30) days following conclusion of the arbitration hearing(s), provided that if written reasons are to be delivered, it is understood that they may be released at a later date.

13.02

- a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairman chosen by the other two members of the Board.
- b) Within fourteen (14) days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairman respectively.
- c) If the two (2) parties fail to agree upon a Chairman or single arbitrator within the specified period of time, either party may apply for the appointment of an arbitrator under the terms of the Ontario Labour Relations Act.

13.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

13.04 The decision of the arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitral, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairman will be final.

13.05

- a) The arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with or to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 12, or any matter not covered by this Agreement or arising outside the terms of this Agreement.
- b) The arbitrator or Board of Arbitration shall have no jurisdiction to hear a layoff, failure to recall from lay off, discipline or discharge grievance put forth by or on behalf of a probationary employee unless the Employer has acted in bad faith or in a manner that is arbitrary or discriminatory. It is acknowledged that in a case of termination of a probationary employee, the sole question that may form the subject of a grievance is

whether the decision to release the employee was made in a manner that was arbitrary, discriminatory or in bad faith, and the burden of proof with respect to such a claim rests with the Union.

- 13.06 An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustment will be reduced by any employment income received by the grievor for the period applicable.
- 13.07 Regardless of the outcome of the arbitration, each of the parties hereto will bear its own expenses and the fee and expenses of the nominee appointed by it. The parties will equally share the fee and expenses of the single arbitrator or the Chairman of the Board of Arbitration. The parties will equally share the expenses relating to facilities and other overheads directly related to the hearing. The arbitrator or Board of Arbitration shall have no authority to vary the provisions of this section or to impose costs on either party.
- 13.08 Time limits fixed in this Article may only be extended by mutual agreement in writing between the Union and the Employer, or by order of the arbitrator or the Chairman of the Board of Arbitration upon the application of either party, who are expressly empowered to make any order necessary for the fair, just and expeditious resolution of any matter which becomes the subject of arbitration.

ARTICLE 14. SENIORITY

- 14.01 Seniority Date - Seniority Date is equal to the length of continuous employment in a classification within the Bargaining Unit. Full-time employees shall always be senior to Part Time employees.

In the event that multiple employees commence work in the same classification on the same day, their respective Seniority shall be determined by the date/time stamp affixed to each such employee's application for hire. A copy of the application for hire with the date/time stamp shall be provided to all applicants at the time of application.

Seniority Date shall be used to determine operational requirements such as; vacation selection and shift selection.

14.02 Seniority Lists

- a) Seniority lists shall be created within each classification. There shall be two (2) separate Seniority lists; one for Full Time employees and one for Part Time employees, listed in chronological order of Seniority Date.

Seniority lists shall list all Bargaining Unit employees. However, Bargaining Unit employees may be designated as 'inactive' for operational/status purposes (i.e. an employee on a leave of absence and not able to select a shift).

Each employee's name shall be added to the appropriate Seniority list once they have successfully completed the required training.

- b) Seniority lists shall be maintained and updated by the Employer as status changes occur or as errors/omissions are corrected. The Seniority lists shall show the employee's name, employee number, classification, Seniority Date and Date of Hire with the Employer. Two (2) copies of each Seniority list shall be provided to the Union and one (1) copy shall be posted in a location accessible to all employees. The Employer agrees to post the revised lists promptly.
- c) Seniority lists shall be regarded as complete and accurate as posted, unless a protest is made to the Union and/or the Employer within thirty (30) days of posting and is proven correct based on supporting documentation.

14.03 Probation

- a) Every hired employee shall serve a probationary period of six (6) months following completion of the required training. The probationary period may be extended for up to a further three (3) months where the Employer's expectations are not being met.

The Probationary period when transferring into a new classification will be three (3) months for each classification and if the Employer's expectation is not met, will be allowed to return to their former classification without loss of seniority.

- b) It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis. The Employer may terminate the employment of a probationary employee at its discretion and such termination shall not be subject to grievance provided that in so doing the Employer does not act in bad faith or in a manner that is arbitrary or discriminatory. On successful completion of the training period, an employee's name shall be placed on the appropriate Seniority list and their Seniority shall be the employee's last date of hire.

14.04 Seniority Forfeited

- a) An employee's Seniority shall be forfeited as a result of any of the following:
 - i) the employee voluntarily resigns;
 - ii) the employee retires;

- iii) the employee transfers to a position outside the Bargaining Unit;
 - iv) the employee is discharged without reinstatement through the grievance procedure;
 - v) the employee transfers from one classification to another classification within the Bargaining Unit, in which case the employee shall re-start the accrual of Seniority as of the date of transfer;
 - vi) the employee transfers from Part Time status to Full Time status, or vice versa, in which case the employee shall re-start the accrual of Seniority as of the date of transfer; or,
 - vii) the Union determines that a member is not in good standing.
 - viii) the employee is absent from work due to accident or illness for twenty-four (24) months or becomes permanently disabled. However, it will be the employee's responsibility to provide the Employer with bi-annual updates as to their condition, supported by medical evidence.
- b) Where an employee is on leave for the purpose of holding a Union position, Seniority shall continue to accumulate.
 - c) Where an employee accepts on a temporary basis, in the Fare Box Classification (for less than 30 days), there will be no loss of seniority in the original classification the employee's returns to. This applies only to sickness, vacation, LOA's and termination.

14.05 Job Bidding - Whenever there is a job opening in a Bargaining Unit classification, the Employer shall post a notice for a minimum of five (5) calendar days, giving any Bargaining Unit employee who desires to apply for said job the opportunity of doing so. Subject to the qualification requirements for the job prescribed by the Employer, job openings shall be filled from those who applied in order of Seniority Date.

ARTICLE 15. HOURS OF WORK, CREW SIGN-UPS, ASSIGNMENTS OF WORK AND OVERTIME

15.01 Minimum Hours Off Between Days' Work - Employees shall be given a minimum of eight (8) hours off between the end of one day's work and the start of the next day's work.

15.02 Posting of Crews and Crew Sign-Ups

- a) The Employer shall post all crews for the purpose of operator crew selection no less than twenty-one (21) days in advance of taking effect. These crews shall include, at minimum: specific description of all duties, hours to be paid, off days, run I.D. and crew numbers.
- b) When an operator signs a crew, they shall be responsible to familiarize with all routes in the crew prior to the board period commencing. Management reserves the right to verify route knowledge.

15.03 Duration of Shift - Shifts shall not be developed with more than ten and one half (10½) hours of driving time. There is a maximum spread time of fifteen (15) hours from the first sign-in time until last finish time. A shift shall have all sign-in and finish times at the same sign-in and finish location. Operators may volunteer for extra duties which may increase these limits on a daily basis. No operator shall work beyond legislative requirements.

15.04 Guaranteed Hours – The Employer agrees to guarantee a minimum of seventy-eight (78) hours at straight time rate in each pay period of fourteen (14) calendar days for all full-time transit operators, provide the employee attends at work as scheduled.

15.05 Off Days and Rest Breaks

- a) The Employer shall endeavor to provide each Full-Time employee with two (2) consecutive off duty days per week where crew scheduling permits.
- b) An operator scheduled to work more than 5 consecutive hours shall be scheduled one thirty (30) minute paid break. Where operations require, the Employer may provide two twenty (20) minute paid breaks in lieu of one thirty (30) minute paid break. Where operational delays occur and a break is not provided, the operator will be paid an additional thirty (30) minutes in lieu of break.
- c) If an operator that is scheduled to work a five consecutive (5) hour shift is late returning to the yard by fifteen (15) minutes or more, the employee shall be paid an additional thirty (30) minutes in lieu of a paid break.
- d) An employee shall be compensated for work performed from the time the employee reports to duty until the employee is released from duty, with the exception of cases where there is one (1) hour or less off duty between work assignments in which case the employee will be paid for the off-duty time.

15.06 Mutual Exchange of Work - The Employer may approve a mutual shift exchange between operators on a single-shift basis. Such exchanges shall only be approved on an irregular and infrequent basis.

Under no circumstances will an employee be permitted to change or alter their crew selection once the selection has been recorded with the Employer.

15.07 Crew Changes between Sign-Ups - Runs may be modified by the Employer to react to circumstances which were not foreseen when the shift schedules were posted, provided that:

- a) scheduled days off are not altered without the consent of the employee and the Union;

- b) for any run, the first sign-in is not moved more than thirty (30) minutes earlier and the last finish is not moved more than thirty (30) minutes later and the total spread length is not increased by more than thirty (30) minutes;
- c) forty-eight (48) hours' notice shall be provided to the affected employee; and
- d) crews changed between crew sign-ups to adjust the level of service up or down on short notice which affect the hours of crews will not constitute the necessity of a new sign-up and employees will continue to perform work on their crews until the next regular sign-up.

15.08 Crew Development and Roster Posting - In developing new crews and in scheduling crews, the Employer will endeavor to maximize Full Time crews where possible and to minimize the length of split shifts. A crew roster indicating the results of the crew selection shall be posted at least seventy-two (72) hours prior to taking effect.

Without diminishing or restricting the rights recognized by Article 6, the Employer shall provide two (2) Union representatives one (1) day off prior to crew posting for the purpose of reviewing crews and providing input into crew adjustments.

15.09 Minimum Pay (Called into Work) - Employees called into work shall be paid a minimum of three (3) hours' pay.

15.10 Spare & Vacation Swing Operators - [Note: Language to be agreed upon by the parties and set out in the Employer's Operating Procedures.]

15.11 Premiums - Maintenance employees working the shift commencing at 1800 hours and finishing at 0800 hours shall receive a premium of six dollars (\$6.00) per shift.

15.12 Circle Check/Walk-Around Time - All operators shall be provided fifteen (15) minutes immediately following all sign-in times to allow for circle checking their bus.

All operators shall be provided one (1) minute immediately following the takeover of a bus during a shift to allow for walk-around time.

15.13 Continuity of Service in Emergency Situations - The Union and the Employer agree that in the event of an emergency the Employer has the right to select any employee who is available to perform extra work for the purpose of providing continuity of service. The Union reserves the right to grieve the Employer's determination of an emergency.

Where it is necessary to force employees to work overtime in an emergency such employees shall be selected in reverse order of Seniority. No employee will be forced to work overtime except in an emergency. Provided it is reasonable to do so, no employees will be forced to work overtime in an emergency until volunteers (by Seniority) have first been canvassed.

15.14 Mandatory Training

- a) Training Required - All employees are required to attend all training courses prescribed by the Employer or Region. Such mandatory training must be completed by all employees. Failure to attend and successfully complete this training may result in the employee being withdrawn from service as per YRT requirements and could be subject to disciplinary action and removed from work until the training requirements are met. Mandatory training includes, but is not limited to, Transit Ambassador training, INIT training, Presto training, training in new technology, wheelchair training, and safety talks.
- b) Training Rate - In the event an employee is required by the Employer to attend a seminar or training course outside of the employee's regularly scheduled hours of work, the employee shall be paid at the training rate of pay for all hours in attendance at said seminar or course and said hours shall not be considered hours of work and shall not be used in the calculation of overtime.
- c) Return to Work Training – Left intentionally blank

15.15 Hours of Service - Operators are limited to:

- a) A maximum of thirteen (13) hours driving time, following at least eight (8) consecutive hours "off-duty" (i.e., "overnight rest"); and
- b) a maximum of fifteen (15) hours "on-duty", following at least eight (8) consecutive hours "off-duty" (i.e., "overnight rest").

15.16 Overtime

- a) Calculation of Overtime - All overtime shall be worked in accordance with this Collective Agreement. Due to the scheduling of the transit routes by the Employer, there is an irregular distribution of hours of work such that regularly scheduled hours of work vary in number from time to time. For the purpose of this Agreement, the parties agree to average the hours of work over two (2) consecutive weeks. The Employer may schedule work in excess of eight (8) hours per day provided that overtime at the rate of one and one-half (1 ½) times the regular rate shall only be paid after eighty-eight (88) hours worked over the two (2) week period. It is understood that any employee who has not worked their regular scheduled work days during the two (2) week period shall not receive the overtime rate for working their off days for any hours not in excess of eighty-eight (88) hours. The eighty-eight (88) hour threshold to qualify for overtime shall be reduced to reflect paid holidays, paid bereavement leave and paid vacation leave.
- b) Selection of Overtime - Subject to Article 5.16(a), above, overtime or extra work shall be fairly and equitably distributed in accordance with the procedure set out in Schedule "A" – "Overtime Distribution".

15.17 Vehicle Assignment - Each operator is required to operate any bus or other vehicle that is, from time to time, assigned to such operator's work assignment, unless the employee has a medical reason supported by a current medical certificate.

- 15.18 Early Report - If a severe weather event is forecast during the winter months, the Employer may, at its discretion and upon giving a minimum twelve (12) hours advance notice, require all employees to report for duty thirty (30) minutes early for their next scheduled shift, in which case the employees will be paid for the extra time at the applicable rate.
- 15.19 Reporting Vehicle Damage - At all times, it is the responsibility of all employees covered under this Agreement to inform the Employer when a vehicle appears to be damaged, defective or in an unsafe condition.

ARTICLE 16. EMPLOYMENT STABILITY

- 16.01 Layoff Termination Notification - In the event of a layoff and/or closing down of any part of its operations, the Employer shall give the employee(s) affected at least thirty (30) calendar days' notice and shall give as much additional notice to the Union that is reasonably possible in all of the circumstances.

Employees shall be entitled to notice and/or termination and severance pay in accordance with the Employment Standards Act, as amended from time to time.

- 16.02 Layoff Termination Displacement - Part-time and probationary employees shall be laid off first within their respective classification provided there are sufficient qualified employees with Seniority who are able to do the required work. Full-time employees shall be laid off in inverse order of Seniority, within their respective classification. A Full Time employee whose position is abolished or who is displaced shall be entitled to exercise their Seniority rights and displace a more junior employee in the Bargaining Unit, provided that the more senior employee has all of the necessary and required licenses, permits and training for, and has met the standards and requirements of, the position they seeks to assume.
- 16.03 Return from Layoff - When an employee is laid off, the employee shall immediately register their name with the Employer in order that they may be notified of any work available. Laid off employees shall be returned to work in order of Seniority when staff covered by this Agreement is increased, or vacancies occur, provided such employees have all of the necessary and required licenses, permits and training for, and have met the standards and requirements of, the position available.

16.04 Employee Responsibilities During Layoff

- a) An employee shall report on the fourteenth (14th) calendar day from the date of notification by registered mail to the employee's last known address.
- b) It shall be the employee's responsibility to keep the Employer notified of their current telephone number as well as their address so that they shall be up to date at all times.
- c) In the event an employee does not report or provide a satisfactory reason for failing to report on the fourteenth (14th) calendar day following recall, the employee shall forfeit

their Seniority rights under this Agreement and their employment shall be deemed to be terminated.

- d) After twelve (12) consecutive months of layoff, the employee's employment shall be deemed to be terminated.

ARTICLE 17. APPROVED LEAVES OF ABSENCE

17.01 Personal Leave

- a) While it is the exclusive prerogative of the Employer to grant a leave of absence, an employee who has completed their probationary period may apply for a leave of absence without pay and without benefits for legitimate personal reasons. The Employer will consider the individual circumstances, the urgency and the importance of the reason for the request and the efficient operation of the Employer at the time of leave. A request for such leave shall be made in writing stating reasons, at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. If the Employer grants such leave it shall confirm the terms of the leave in writing with a copy to the Union. It is agreed that such requests will be disposed of by the Employer as it, in its sole discretion, determines. A decision in one instance will not constitute a precedent for future decisions.
- b) In cases of sickness or other exceptional circumstances the Employer may extend a leave of absence. Such extension will be confirmed in writing with a copy to the Union.
- c) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new work or to venture into business for himself and an employee accepting gainful employment or venturing into business for himself while on such leave of absence shall be terminated by the Employer.
- d) Seniority shall accrue during personal leave provided the employee continues to pay Union Dues on a monthly basis.
- e) A Full-Time regular employee shall be responsible for the full premium costs of all the Group Benefits while on a personal leave of absence in excess of one (1) month. If an employee is approved for Long Term Disability (LTD), the company and the employee will share the premium cost as outlined in Article 25.02 Benefits. Coverage includes health, dental and out of country emergency medical for two (2) years following the Long Term Disability (LTD) approval date. If approved for Long Term Disability (LTD), Life Insurance and Accidental Death & Dismemberment (AD&D) remain in place for as long as the employee(s) are still receiving LTD benefits.

- 17.02 Bereavement Pay and Leave - Bereavement leave shall consist of two (2) consecutive work days for, parents, current spouse, son, daughter, ward, mother- in-law, father-in-law, brothers, sisters, grandparents, grandchild or guardian. The employee is only

eligible for bereavement leave if taken on scheduled working days between the date of death and the date of the funeral, inclusive.

- 17.03 Attending Court / Jury Duty / Subpoena - The Employer shall grant leave of absence without loss of Seniority benefits to an employee who is required by warrant, writ or subpoena to appear before a court or tribunal as a juror or witness as a result of the good faith performance of their duties. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or as witness fee. The employee shall present a copy of the process papers which required their presence in court, proof of service and the amount of pay received.
- 17.04 Maternity / Parental Leave - The Employer shall grant maternity and parental leave without pay and in accordance with the Employment Standards Act.
- 17.05 Education Leave - Leave of absence; without pay, may be granted to employees to attend non-Employer educational seminars deemed essential by the Employer and in the best interests to both parties to this Agreement. The Employer will require at least fourteen (14) working days prior written notice requesting such leave. The Employer shall not only consider the importance of the seminar but also the effect of the proposed absence on the efficient operation of the transit system.
- 17.06 Union Leave - The Employer shall grant to a member of the Union a leave of absence without pay for Union activities (e.g. conventions, seminars, meetings and arbitrations) provided:
- a) a request is made to the Employer in writing and approved at least two (2) weeks prior to the commencement of the date or dates for which leave is requested; and
 - b) such leave does not unduly interfere with the efficient operations of the Employer.
- 17.07 Company Paid Sick Days - The Employer will pay four (4) sick leave days to a maximum of twenty-four hours (24) per calendar year, once they have completed their probationary period. New Full-Time employees shall have their days prorated.
- I. Sickness must be supported by medical evidence issued by a qualified medical practitioner
 - II. Unused sick days may not be carried to the following year
 - III. Unused sick days will not be paid at the end of the year

ARTICLE 18. WAGE RATES

- 18.01 The Employer agrees to pay at a minimum the wages set forth in this Collective Agreement. The Employer may, if required to do so in response to market conditions, exceed any wage rate specified in this Agreement in a case where the Employer deems it necessary to do so in order to hire personnel necessary to the conduct of its business. In any such case the Employer will advise the Union immediately of any such arrangements, providing the names and wage rates of the parties involved.

18.02 The rate of pay for any new classification or substantially changed classification shall be established by the Employer. The Employer shall discuss with the Union the rate of pay for the new or substantially changed classification prior to its implementation.

18.03 Acceptance Payment – Left intentionally blank

18.04 Annual Increase – The percentage increase in all wage rates in each year of this Collective Agreement shall be as follows:

YEAR 1 – October 1, 2019 to	---	2.98%
September 30, 2020		
YEAR 2 – October 1, 2020 to	---	2.1%
September 30, 2021		
YEAR 3 – October 1, 2021 to	---	2.1%
September 30, 2022		
YEAR 4 – October 1, 2022 to	---	2.1%
September 30, 2023		

18.05 Driver Wages

Refer to the table of wage rates included at Schedule “C”.

18.06 Shop Wages

Refer to the table of wage rates included at Schedule “C”.

18.07 Skilled Trade Premium – Left intentionally blank

ARTICLE 19. PAID HOLIDAYS

19.01 A full time regular employee who qualifies in accordance with Article 19.02 shall be granted a holiday with pay on each of the following holidays:

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

And such other statutory holidays as are approved and legislated by the province of Ontario.

- 19.02 Qualification for any of the holidays with pay specified in Article 19.01 above will be determined in accordance with the Employment Standards Act of the Province of Ontario in force from time to time.
- 19.03 Provided all subsections in Article 19.02 are met, a full-time regular employee will be paid as follows for the holidays listed in 19.01:
 - a) If the holiday falls on an employee's scheduled working day, the employee will be paid the employee's crew value.
 - b) If the holiday falls on an employee's scheduled day off, the employee will be paid for eight (8) hours at the regular straight time rate.
 - c) If an employee works on a paid holiday, the employee shall receive holiday pay based on the employee's crew value and time and one-half for all hours worked excluding unpaid one (1) hour lunch periods and off hours if a split-shift is involved. Minimum pay will be for three (3) hours.
- 19.04 In order to provide continuity of service, it is understood the Employer may declare an alternate day as being the paid holiday, to replace one of the specific days listed in Article 19.01, provided however, that in so doing the Employer shall give adequate prior notice to the Union and to the employees involved.
- 19.05 In the event that a paid holiday, when celebrated, falls on an employee's scheduled day off, or during the employee's vacation period, the employee shall be entitled to the holiday pay and an alternate day off without pay, as mutually arranged and confirmed in writing, provided the employee qualifies under Article 19.02 above.
- 19.06 Part time employees shall receive statutory holidays in accordance with the Employment Standards Act.
- 19.07 Due to operational requirements, maintenance employees will be required to work on the statutory holiday unless said holiday falls on their day off and will be paid in accordance with the Employment Standards Act of the Province of Ontario in force at the time.

ARTICLE 20. VACATIONS

20.01 Vacation credits shall be based on full years of continuous service as a Full-Time employee within the Bargaining Unit as of January 1st in any year:

2 weeks after 1 year	4% of earnings
3 Weeks after 5 years	6% of earnings
4 Weeks after 11 Years	8% of earnings
5 Weeks after 20 Years	10% of earnings

Time off as per Employment Standards Act years 1 through 5.

- 20.02 Seniority of employees will govern the choice of vacation weeks. The Employer shall prepare a list of vacation dates and bidding schedule. A vacation sign-up board will be posted by the Employer by November 1st in each year, or a date agreed to by the Employer and the Union, and employees will, in order of Seniority, choose their vacation periods by signing the vacation sign-up board. Employees must sign-up for vacation prior to December 15th of each year. The schedule must be finalized by December 15th of each year.
- 20.03 All vacations must be taken in weekly increments seven (7) days at a time) and will commence on a Sunday. Vacations will not be taken in daily increments (one (1) day per week) other than for justifiable or compassionate grounds, which must be agreed to by both parties to this Agreement.
- 20.04 Vacation days shall be exclusive of paid holidays as outlined in Article 19, of this Agreement.
- 20.05 The Employer will determine the number of operators permitted to be on vacation in any given week of the year. The Employer reserves the right to decrease or increase this number as the situation warrants and will make every effort to advise operators in writing if a change in policy is contemplated. Without limiting the foregoing, the Employer shall endeavor to allow at least eight (8) operators to be on vacation in any given week during the period of July 1st through August 31st, subject to operational requirements.
- 20.06 Maintenance employees will be restricted to one employee on vacation per shift by classification.
- 20.07 During the period from July 1st through August 31st of each year, only two (2) weeks' vacation will be allowed per employee at any one time. Employees with more than two (2) weeks' vacation due will arrange the balance of their vacation outside this prime-time period.
- 20.08 Employees who wish additional time off may make an application to the Employer for a leave of absence. Said application must be in writing and made at least one (1) month prior to the start of the employee's scheduled vacation as selected on the sign-up board. The applications will be considered by the Employer and a decision given in writing. This Article is intended to preserve continuity of service.
- 20.09 Employees who have not signed the vacation sign-up board by December 15th of each year will have their vacation time assigned by the operations supervisor or other authorized officer of the Employer. All vacation must be taken within the current calendar year.
- 20.10 When vacation periods have been signed and booked, there will be no change unless it is a proven emergency or is of a compassionate nature, which must be substantiated. Employees given leave to change their vacation may select from the remaining available vacation weeks, subject to operational requirements.

- 20.11 Vacation pay will be accumulated and paid on the first pay of December in each year. For employees who wish to take vacation prior to that time, the Employer will entertain written requests at least two (2) weeks ahead of the proposed vacation date, for payment in advance of the first pay of December in each year.
- 20.12 An employee who is terminated shall receive the amount of unused vacation credit accruing and calculated to the date of termination. Any such vacation credit shall be paid at the time of termination.
- 20.13 Part time employees shall receive vacation with pay in accordance with the Employment Standards Act.
- 20.14 Any employee who does not bid vacation when it is their turn, or who has not submitted an acceptable bid to their supervisor, will be bypassed in order to permit other employees to bid and to avoid unnecessary delays in the process. When an employee reports to bid, they will only be permitted to bid on openings that are available and will not under any circumstance be permitted to bump another employee who has already bid, regardless of Seniority.

ARTICLE 21. UNIFORMS AND APPEARANCE

21.01 Operator Uniforms

3 x shirts per year

2 x pants per year

1 x tie per yea

1 winter parka, 1 fall/spring jacket every 4 years.

New Drivers shall be issued an additional two (2) shirts on a one (1) time basis only.

Replacement uniforms shall be provided to each active employee on the anniversary of their date of last hire or, if the employee fails to obtain this replacement uniform on time, the new replacement date will be the anniversary of the date on which the employee last received their replacement uniform. Winter parkas and spring jackets will be considered for replacement after the time period noted above. The above is subject to the employee having twelve months active consecutive service and replacement of a uniform or any part thereof shall be at the discretion of the Employer following inspection of the quality of the existing uniform or part thereof.

If new uniform items are added to the list of mandatory items, the Employer shall provide such mandatory items. Optional pieces that have been approved by the Employer shall be paid for by the employee.

- 21.02 Personal Appearance - All employees will report for work, properly attired in the approved Employer uniform. Employees will be clean shaven with their hair groomed so as to present a neat and clean appearance. Shoes will be black and will be polished and in good repair. Shoes or boots must not have a heel higher than one inch below the level of the main sole (this is a safety factor and is included in the Highway Traffic Act). Running shoes of any type are not permitted to be worn.
- 21.03 Uniforms Provided - The Employer is solely responsible for the design and type of uniform to be worn by the employees. No alteration to the design and type of uniform / materials is allowed. The Employer shall provide properly sized and tailored uniforms, at no cost to all employees.
- 21.04 Uniform Care - It will be the responsibility of each employee to maintain the uniform in a clean and pressed condition and in good repair. Replacement pieces will be supplied without cost to the employee in accordance with Article 21.01, subject to inspection by the Employer of the item being replaced and such item being determined by the Employer to be in satisfactory condition. If a piece of the uniform is lost the employee will replace it with a new and identical piece the employee's own costs.
- 21.05 Proper Use of Uniforms
- 21.06 Only YRT or Miller Transit Safe Driving Pins to be worn on the left pocket for a maximum total of four (4) combined pins in addition to a tie clip or tie pin.
- 21.07 Under no circumstances are employees to wear their uniforms, while on or off duty, in any establishment that only serves wine, liquor or beer. It is permissible to eat in uniform in an establishment that serves these items along with food provided the employee uses common sense and decorum and does not partake in consumption of alcoholic beverages.
- 21.08 Maintenance Employee Uniforms - All maintenance classifications to be provided items appropriate to job function; including ten (10) clean coveralls per two (2) week period (if the Employer changes the workweek from status quo, coveralls to equal one (1) pair of clean coveralls per workday with one (1) spare).
- 21.09 Maintenance employees shall be paid up to one hundred and sixty dollars (\$160.00) per year provided the employee produces the receipt to the Employer, and purchases the footwear (3/4" height of boots) from Company supplier. The year is defined as one (1) year from last boot purchase.

ARTICLE 22. HEALTH AND SAFETY

- 22.01 Agree to Institute, Maintain and Comply - The Employer agrees to institute and maintain all precautions-to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Ontario Occupational Health & Safety Act and / or any labour related health and safety standards for which the greater benefit to the employee shall apply. All Health & Safety Committees representing

Bargaining Unit members shall be comprised of no less than fifty (50%) percent Bargaining Unit members.

The Employer takes all reasonable steps to acquaint its employees with their rights and duties in the workplace and applicable regulations and procedures for protecting their health and safety.

If an employee believes an unsafe condition exists, they have the right to refuse unsafe work. The Employer and the employee are required to follow the instructions of the Occupational Health and Safety Act, which are posted on the Health and Safety bulletin boards.

Final responsibility for the safety of the passengers and the vehicle rests with the operator. Operators shall not endanger the safety of passengers or the vehicle and are not expected to follow orders or instructions that violate the law or compromise the employee's health and/or safety.

Risk assessment shall take place on a yearly basis and include the Joint Health & Safety Committee.

- 22.02 Establishment of Joint Health & Safety Committee - The Employer further agrees to the establishment of joint Health & Safety Committee(s) as per legislative requirement.

The duties of the committee shall consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. The Health & Safety Committee(s) shall meet regularly for the purpose of discussing safety problems, but in no event shall such Health & Safety Committee meet less than six (6) times in a calendar year.

- 22.03 Health & Safety Committee Members - Two co- chairpersons shall be elected every two (2) years by and from the members of the Health & Safety Committee. One co-chair shall be a Union member; the other shall be an Employer member. Co- chairpersons shall be trained and certified by the THSAO (Transportation Health & Safety Association Ontario); this training time shall be compensated at the applicable rate.

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

- 22.05 Right to Access of Information - Employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training, and supervision necessary to protect their health and safety. The Health & Safety Committee may request from the Employer any information that can be considered necessary to address workplace hazards. The Health & Safety Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of employees. Through the Health & Safety Committee, employees are given the right to have access to that information. The Health & Safety

Committee does not have the right to access an individual's medical records or other Personal Information.

22.06 Employee Responsibilities - It is the responsibility of each employee to make every effort to maintain good health and to get proper hours of rest between working periods. The dispatcher on duty has the authority to refuse to let an employee work if it is felt that the employee is not well or is fatigued and because of that condition may be unable to discharge their duties in a safe and efficient manner and an employee properly denied the opportunity to work shall not be entitled to pay. Such authority shall not be used in an unreasonable manner.

22.07 Vehicle Responsibilities and Pre-Trip Inspection

- a) Any transit vehicle owned or leased by the Employer, except maintenance vehicles, shall be driven by all operators as directed or assigned by the Employer.
- b) All employees are required to perform the required pre-trip inspection on their vehicle prior to leaving the yard. Employees are also required to perform the post-trip inspection at the end of their tour of duty or indicate any defects to the relieving driver.
- c) Defects that, in the opinion of the employee, may be safety related shall be brought to the immediate attention of the duty mechanic or, if they are not available, to the duty dispatcher. Any defects reported must be repaired or the vehicle deemed safe for service by a mechanic.
- d) Operators are required to and are responsible for ensuring that the electrical heater cord and air hose have been disconnected from their bus before starting the engine to prevent damage to the bus or its heater unit.

22.08 Duty to Report Incident - In the event that an employee alleges the existence of any unsafe practice or condition, the employee involved has a duty and an obligation to immediately report such a situation or condition to the Employer without delay. An employee may approach a supervisor of the Employer if the matter is not resolved or rectified satisfactorily within a reasonable time.

ARTICLE 23. REPORTING OF ACCIDENTS

23.01 All employees must IMMEDIATELY report to the Employer via control any accident or damage to a vehicle being operated for the Employer, or injury to any property or individuals regardless of how minor it may be occurring on the bus, Miller Transit, YRT or public or private property. Any incident, accident or damage to property must be reported on the prescribed Incident or Accident Report Form. Failure to immediately report an incident, accident or damage to property shall result in a suspension of that employee until an Incident or Accident Report is submitted.

A suspension under this Article does not preclude the Employer from further disciplinary action based on the outcome of the incident or accident investigation.

ARTICLE 24. UNSAFE CONDITIONS OR PRACTICES

24.01 [Moved to Article 22.08.]

ARTICLE 25. HEALTH INSURANCE

25.01 The Employer shall arrange health insurance in accordance with its plans and policies for all Full Time Bargaining Unit members who have completed their probationary period. The plans will be administered in accordance with the rules and regulations of the plans and policies which are more fully described in the insurance policy or plan between the Employer and its insurer(s), as provided to the Union.

25.02 Benefits - Employees are eligible to enroll in the Employer benefit plan after three (3) months of continuous service. Premiums are split as follows:

Years of Service	Employee Contribution (%)	Type of Coverage
After Completion of Probation	100%	Single
After Completion of Probation	100%	Family
After Completion of Year 1	50%	Single

Years of Service	Employee Contribution (%)	Type of Coverage
After Completion of Year 1	50%	Family
After Completion of Year 2	25%	Single
After Completion of Year 2	25%	Family

25.03 The Employer benefit plan shall include the Employee Assistant Program.

25.04 Part Time employees shall not be eligible for health insurance or pension.

25.05 Full Time Employees are eligible to join the Employer pension plan after two (2) years of continuous service. Employees contribute 5% of their earnings and the Employer matches at 5%.

25.06 Pay Direct Prescription Drug Card – The Employer benefit plan shall include a Pay Direct Prescription Drug Card.

25.07 Extended Sick Leave or on LTD - The Employer will continue paying its portion and the employee their portion in order to maintain Health Benefits when on Extended Sick Leave or placed on Long Term Disability (LTD) up to a maximum of two years in order to maintain Health Benefits while on reduced income. This article does not apply to employees on Leaves of Absences or any other type of leave.

ARTICLE 26. EMPLOYEES' ROOM

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

ARTICLE 27. WASHROOM FACILITIES

27.01 Facilities - Washroom facilities will be provided and maintained by the Employer for all employees.

27.02 Access to Facilities - The Employer shall ensure that access is provided to all non-public washroom facilities (codes or keys) for all York Region Transit stations on routes serviced by the Employer.

The Employer shall make every effort to secure and obtain non-public washroom facilities (codes or keys) at any/all terminals and stations on routes serviced by the Employer.

ARTICLE 28. GENERAL

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

28.02 Except in such circumstances where a qualified member of the Bargaining Unit is not available, no work that comes within the jurisdiction of the Bargaining Unit will be performed by supervisory, management or dispatch personnel or any other member in the Bargaining Unit under a different classification.

28.03 Copies of all bulletins issued in accordance with this Agreement shall be provided to the Union office.

28.04

a) The Union shall provide and have access to bulletin boards which shall be installed in work locations deemed appropriate by the Union and the Employer for the purpose of posting notices relating to Union business. Union notices shall only be posted on such designated bulletin boards.

b) The Union may, with prior notification to management, place ballot boxes at appropriate points at any work location for the purpose of conducting votes within their membership, provided it does not interfere with the Employer's operations.

28.05 A Union representative shall provide each new employee with a copy of the Collective Agreement and a list of current Union officials and Health & Safety Committee representatives. The cost of producing the Collective Agreement shall be borne by the Employer and the Union (50%-50%).

The Employer agrees to provide up to one (1) hour paid leave to the Local representative for the purpose of Union orientation of new employees. Such orientation shall take place on the Employer's premises subject to pre-scheduling appropriate dates and times with the Employer.

28.06 The Employer shall designate the parking area where employees shall be permitted to park their personal vehicles. It is understood that the Employer shall not be liable for any damage or incidents occurring to an employee's personal vehicle while on the Employer's property. Employees shall not park their personal vehicles in any unauthorized areas. Unauthorized vehicles will be towed away at the vehicle owner's expense.

28.07 Employee Information - The Employer agrees to provide the Union with the names, addresses and contact information of each new employee hired during the term of the Agreement. This information shall be provided to the Union no later than fourteen (14) days of hire.

The Employer further agrees to provide the Union with any/all updates to the aforementioned information.

This information shall be provided to the Union within fourteen (14) days of receipt of the same by the Employer.

It is the responsibility of each employee to provide the Company with current Personal Information as it changes.

28.08 Identification Badge - All employees will be furnished with an Identification Badge in a form determined by the Employer. The Identification Badge shall not contain any Personal Information, as defined by the Personal Information Protection and Electronic Documents Act, other than the employee's photo and first name.

The Identification Badge must be properly displayed in accordance with the Employer's requirements. The employee shall have the Identification Badge in their possession during all working hours.

28.09 Take Two Program – The Take Two program is to be a lump sum payment of \$100 per quarter to a maximum of \$400 per year in years 1, 2 and 3 and commencing in Year 4, increase quarterly payment to \$110.00 per year to a maximum of \$440.00 subject to current criteria/requirements set out at Schedule "B" – "Take Two Guidelines". The

second and third bullet points have been revised and consolidated into the second bullet point, "To be free of any Preventable Accidents/Incidents during each quarter".

28.10 Tool Allowance – Mechanics will receive a matching tool allowance per year for each calendar year provided the employee provides their receipt to the Employer within 30 days of purchase in order to benefit from this matching allowance. Employees on probation will receive payment after completion of the probationary period(s).

Year 1	Year 2	Year 3	Year 4
\$668.00	\$698.00	\$730.00	\$764.00

28.11 Shop Employee Suspension - Shop employees working a twelve (12) hour shift who are suspended will be charged with only eight (8) hours suspension time and allowed to work the remainder of the shift four (4) hours. In such cases the employee shall declare at the time of suspension that they want to work the balance of their shift, otherwise the employee will not be paid for the four (4) hours.

ARTICLE 29. DURATION

29.01 This agreement shall be effective from October 1, 2019 until October 1, 2023, and thereafter until revised or superseded by a new agreement. It is further agreed by the parties that it shall be automatically renewed for a further term of one (1) year and shall continue to renew from year to year thereafter unless written notice is given by either party to the other within a period of ninety (90) days prior to the expiry date.

Dated at Markham, Ontario, this 23rd day of February 2020.

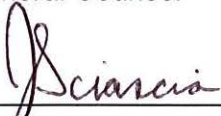
MILLER TRANSIT LIMITED



Dan Sguigna
Vice President



Christine McLeod
General Counsel



Julia Sciascia
Human Resources Supervisor



Laurie Anne Kaufmann
Operations Manager



Vince Manicone
Maintenance Manager

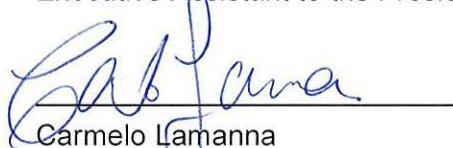
**UNITED FOOD AND COMMERCIAL WORKERS
CANADA LOCAL 1006A**



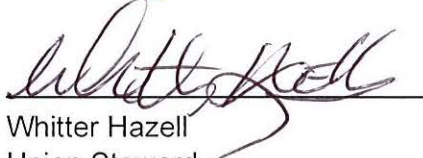
Wayne Hanley
President



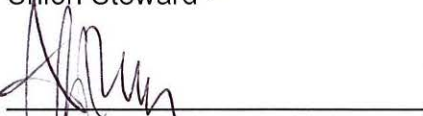
Frank Ragni
Executive Assistant to the President



Carmelo Lamanna
Union Steward



Whitter Hazell
Union Steward



Anna Ruiz
Union Steward

SCHEDULE "A"

OVERTIME DISTRIBUTION

The Extra Work Sign-up sheet which is used to indicate a driver's availability to cover open work is posted on Wednesday at 7:00 am and removed the following Wednesday.

Open runs will be posted every Friday at 12:01pm and will close on Wednesday at 7:00 am.

1. Operators who want extra work should sign up on the Extra Work Sign-up sheet to indicate the days and times they are available to cover open runs. They may also request specific runs by submitting an Extra Work Request form.
2. All extra work will be assigned in order of the lowest paid crew value. When crews are of the same value, extra work will be assigned to the most senior operator.
3.
 - a) Operators who have signed up for availability for extra work and subsequently refuse or are not available for the extra work will not be permitted to sign up for extra work for the following week.
 - b) Operators who sign up for a specific run and subsequently refuse or are not available for the extra work will not be permitted to sign up for extra work for the following week.
 - c) Operators who sign up for a specific run only and subsequently refuse an alternate run will not be subject to denial of extra work for the following week.
4. The Union and the Employer agree that in the event of an emergency the Employer has the right to select any employee who is available to perform the extra work for the purpose of providing continuity of service. Where it is necessary to force employees to work overtime in an emergency such employees shall be selected in reverse order of seniority. No employee will be forced to work overtime except in an emergency. Provided it is reasonable to do so, no employees will be forced to work in an emergency until volunteers (by seniority) have first been canvassed. No employee shall be forced to work on the scheduled day off unless all other avenues have been exhausted.

SCHEDULE "B"

TAKE TWO SAFETY AND RECOGNITION PROGRAM

Effective March 1, 2007

All full and part time hourly paid employees of Miller Transit Limited are eligible to take part in the Take Two Safety and recognition program. The following criteria must be met.

Criteria: Per Quarter

- ◆ **To have worked at least 75% of their eligible period.**
Each employee has to work at least ten weeks of each quarter.
- ◆ **To be free of any Preventable Accidents/Incidents during the quarter.**
- ◆ **Be free of any injuries that result in time lost from work following the day of injury.**
During the quarter.
- ◆ **Have a good attendance record.**
No more than two unexcused absences, late reports or combination of both.

"Absence" means any absence not authorized at least three days in advance.

"Late report" means reporting to Dispatch after the report time indicated on the Dispatch Sheet.
- ◆ **Be free of any written violations of Employer Rules or Regulations.**
No written warnings of violations of Employer policies or procedures during the quarter.
- ◆ **Attend all mandatory meetings held during the quarter.**
This includes, but is not limited to, Safety meetings, Safety Talks, and Transit Ambassador Course.

New Hires:

- ◆ New employees will be placed into the program at the start of the next three-month cycle following completion of the probationary period.

Take Two Three-Month Cycle Year

March 1st to May 31st
June 1st to August 31st
September 1st to November 30th
December 1st to February 28th

Take Two Award

The following award is based upon each employee's own TAKE TWO safety performance. The award is earned by meeting the above referenced program criteria on a quarterly basis.

- ◆ Each employee will receive One hundred (\$100.00) dollars for each quarter that the criteria was met for a total of Four Hundred (\$400.00) dollars per year. Commencing on March 1, 2020 the rate will increase to \$110.00 per quarter.
- ◆ New Hires: New employees will be placed into the program at the start of the next three-month cycle following completion of the probationary period.
- ◆ To receive an award you must be an employee in good standing.

SCHEDULE "C" DRIVER WAGES

WAGE RATES YEAR 1 TO YEAR 4

Effective from October 1, 2019, then every October 1st

Classification		2019	2020	2021	2022
		Year 1	Year 2	Year 3	Year 4
		2.98%	2.1%	2.1%	2.1%
Driver School	15.76	16.23	16.57	16.92	17.28
Probation	18.66	19.22	19.62	20.03	20.45
Driver PT	28.66	29.51	30.13	30.76	31.41
Driver FT (after probation)	20.74	21.36	21.81	22.27	22.74
Driver after Year 1	22.26	22.92	23.40	23.89	24.39
Driver after Year 2	23.70	24.41	24.92	25.44	25.97
Driver after Year 3	28.66	29.51	30.13	30.76	31.41
Utility Driver	22.22	22.88	23.36	23.85	24.35
Training Rate		80%	80%	80%	80%

SCHEDULE "C" SHOP WAGES
WAGE RATES YEAR 1 TO YEAR 4

Effective from October 1, 2019.

Classification		2019 Year 1 2.98%	2020 Year 2 2.1%	2021 Year 3 2.1%	2022 Year 4 2.1%
Cleaner FT	17.63	18.16	18.54	18.93	19.33
Apprentice FT Year 1	22.97	23.65	24.15	24.66	25.18
Apprentice FT After Year 1	24.93	25.67	26.21	26.76	27.32
Apprentice FT After Year 2	27.86	28.69	29.29	30.20	30.83
Licenced Mechanic PT 310T	37.47	38.59	39.40	40.23	41.07
Licenced Mechanic FT Probation 310T	35.98	37.05	37.83	38.62	39.43
Licenced Mechanic FT After Probation 310T	37.47	38.59	39.40	40.23	41.07
Licenced Mechanic FT 310S	30.00	30.89	31.54	32.20	32.88
Lube Tech	23.60	24.30	24.81	25.33	25.86
Service Person	23.42	24.12	24.63	25.15	25.68
Farebox Technician	26.05	26.86	27.39	27.97	28.56
Tireman	32.76	33.74	34.45	35.17	35.91
Training Rate		80%	80%	80%	80%

LETTER OF UNDERSTANDING
BETWEEN
MILLER TRANSIT LIMITED (“THE EMPLOYER”)
AND
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1006A

ARTICLE 18, WAGES

Article 18.08 – 310S licensed Automotive Technical, Schedule “C” Shop Wages

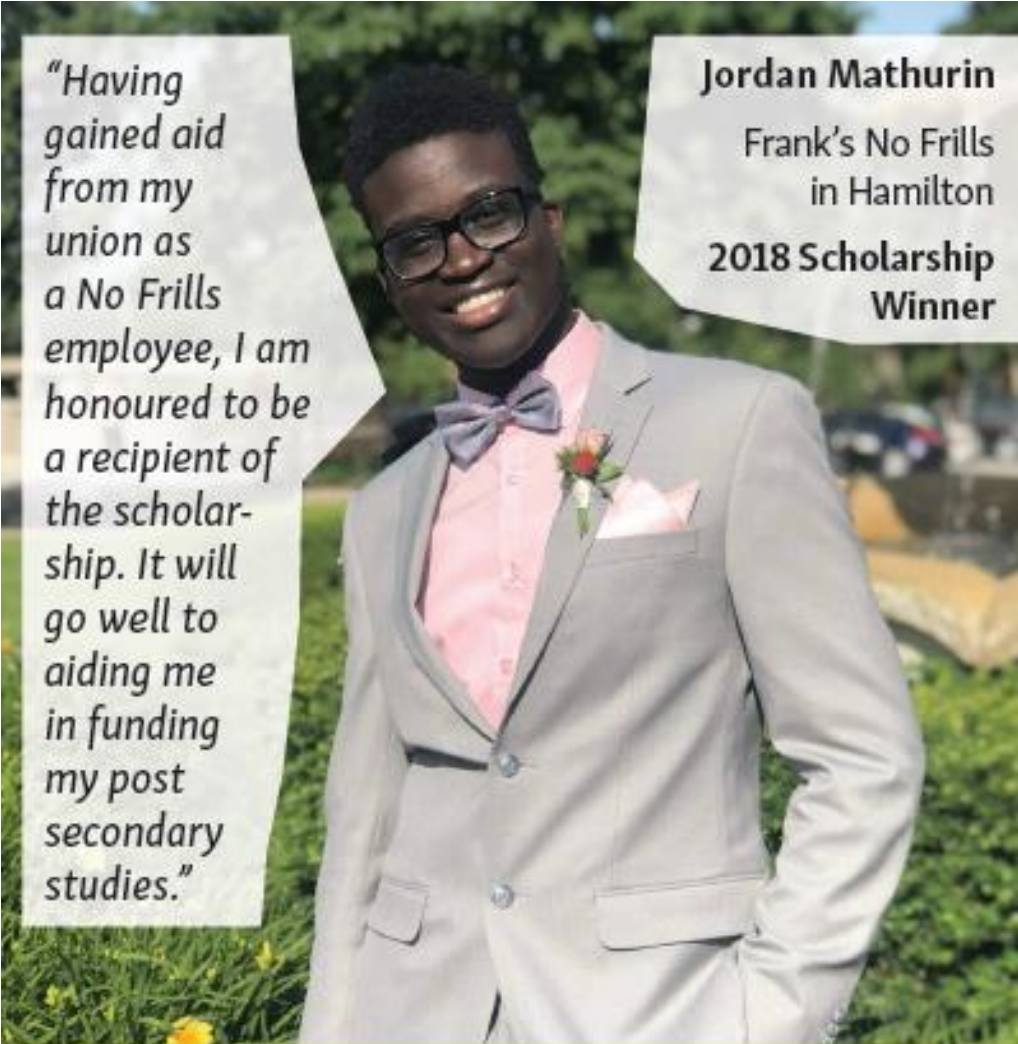
The parties hereby agree to the following:

1. The Company wishes to establish a new classification and wage rate for an employee who possesses an Automotive Class 310S Technician certification issued by the Ministry of Transportation in the Province of Ontario.
2. The starting wage rate will be \$30.00 per hour and will be eligible for contractual increases in the current Collective Agreement.

	Year 1	Year 2	Year 3	Year 4
Start June 2019	2019	2020	2021	2022
	2.98%	2.1%	2.1%	2.1%
30.00	30.89	31.54	32.20	32.88

3. This classification will form part of Article 18 – Wages, Schedule “C” Shop Wages.
4. The 310 S Technician will work as an Apprentice while being licenced with the ability to enhance their position by being eligible to take the 310T technician’s examination, which must be completed within one year of the employee’s start date of employment.

Dated, signed and agreed to in Markham, Ontario this 10th day of June 2019.



“Having gained aid from my union as a No Frills employee, I am honoured to be a recipient of the scholarship. It will go well to aiding me in funding my post secondary studies.”

Jordan Mathurin
Frank’s No Frills
in Hamilton
**2018 Scholarship
Winner**

42 Scholarships Worth \$1006 Each

for Local 1006A members and their dependents



www.ufcw1006a.ca/scholarships