

COLLECTIVE AGREEMENT

between

THE AMALGAMATED TRANSIT UNION LOCAL NO. 569

-and-

**DIVERSIFIED TRANSPORTATION
(ST ALBERT DIVISION)**

Duration:

November 01, 2010

to December 31, 2015

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PART I – MAIN AGREEMENT

1. AMENDMENT AND TERMINATION

1.01 WITNESS that this Agreement shall be effective from November 01, 2010 through December 31, 2015, and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days prior to the expiration date. If amendment is desired, the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code. Changes to this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized officer of the parties to the Agreement.

The parties agree that there shall be no strike or lockout while this Agreement is in force.

2. SCOPE

2.01 This Agreement shall apply to all employees within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board.

3. DEFINITIONS

3.01 Calendar Year

The words "*calendar year*" when used in this Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

3.02 Class

The word "*class*" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.03 Continuous Employment

The words "*continuous employment*" when used in this Agreement shall mean continuous permanent or probationary employment with Diversified Transportation Ltd. St. Albert Transit Division.

3.04 Interpretations

In this Agreement (unless otherwise indicated in the context) all words in the singular shall include the plural, all words in the plural shall include the singular, and words of masculine gender shall be deemed to include the feminine gender.

3.05 Member

The word "*member*" when used in this Agreement, in reference to a specific Plan contained herein shall mean an individual who, through the individual's employment with Diversified Transportation Ltd., has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.06 Mini Bids

The words "*mini bid*" is defined as a bid within a bid or a temporary change in work. Passing on a mini bid will not affect your seniority.

3.07 Off Days

The words "*off days*" when used in this Agreement shall mean those days of rest without regular pay which are scheduled in conjunction with an employee's regularly scheduled hours of work.

3.08 Operator

The word "*operator*" when used in this Agreement shall mean the person responsible for operating a public transit vehicle.

3.09 Permanent Part-Time Operator

The words "*part-time operator*" shall mean an operator who occupies a position which is normally assigned hours of work less than twenty-eight (28) hours per week over a five (5) day period.

3.10 Permanent Employee (*Full Time*)

The words "*permanent employee*" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and has signed twenty-eight (28) hours or more per week over a five day period.

3.11 Casual Employee

Work a minimum of four (4) hours a month as a minimum hourly requirement.

3.12 Probationary Employee

The words "*probationary employee*" when used in this Agreement shall mean any employee who has successfully completed New Hire training and is filling a shift.

3.13 Promotion

The word "*promotion*" when used in this Agreement shall mean the advancement of an employee to a position with a higher wage rate than his present position.

3.14 Regular Rate of Pay

The words "*regular rate of pay*" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position, specified for in Appendix I-*Schedule of Wages* of this Agreement.

3.15 Shift

The word "*shift*" when used in this Agreement shall mean the daily hours of work as established by Diversified Transportation Ltd.

3.16 Travel Time

The words "*travel time*" when used in this Agreement shall mean the actual travelling time in any company provided transfer vehicle, between an operator's starting point (the garage or change-over point) and his /her finishing, at the start or end of his/her shift or run. This time will be ten (10) minutes.

3.17 Vacation Year

The words "*vacation year*" when used in this Agreement for Operators shall mean January 01 until December 31 of the same year. Vacation Adjustments of up to one pay period may be made to the vacation year, for the purpose of scheduling vacation, to accommodate variations in the number of pay weeks in the calendar year.

4. MANAGERIAL RIGHTS

4.01 Management Rights

Subject only to limitation by this Agreement, Diversified Transportation Ltd. has full authority to exercise all functions of management, to direct the working forces of Diversified Transportation Ltd.

4.02 Discipline

4.02.01 Diversified Transportation Ltd. may discipline an employee for just cause. Notices of investigation and copies of all disciplinary reports, (excluding documented counselling sessions, which are non-disciplinary) shall be provided to the Union indicating clearly the exact nature of same. Employees required to attend a meeting for discipline shall be entitled to have a Union Representative present if they wish. Should the Union or the employee be of the opinion that any disciplinary action is improper, then the disciplinary action may be the subject of a grievance and such grievance shall be processed in accordance with the grievance procedure of this Agreement.

Past disciplinary reports shall be deemed void after an employee has maintained a clear record with no disciplinary reports, including written reprimands and suspensions, for a period of twelve (12) months of active employment. Written reprimands and suspensions shall be deemed void after a period of twelve (12) months of active employment.

Disciplinary action shall take place within seven (7) days of the occurrence of the offence or upon completion of an investigation of the occurrence.

5. UNION SECURITY

5.01 Recognition

Diversified Transportation Ltd. recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours of work, fringe benefits and working conditions for all employees covered by this Agreement.

The parties hereby agree to negotiate with each other concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

5.02 No Discrimination

There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.

5.03 Check-Off of Union Dues

Diversified Transportation Ltd. agrees to deduct from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall provide Diversified Transportation Ltd. with written notification of any alteration of the dues structure at least thirty (30) calendar days in advance and implementation shall be within the said thirty (30) day notice.

5.04 Contact Information

Diversified Transportation Ltd. shall provide the Union with a list of employee names, telephone numbers and addresses in June and December each year or as mutually agreed by the parties. This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with Diversified Transportation Ltd. The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

5.05 Conformity to the Labour Relations Code

If there is any conflict between the provisions of this Agreement and the Labour Relations Code, to the extent of such conflict, the Labour Relations Code shall prevail.

5.06 Names and Addresses of Union Representatives

The Union shall endeavour to inform Diversified Transportation Ltd. in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also endeavour to inform Diversified Transportation Ltd. in writing of any changes to such list of names.

5.07 New Diversified Transportation Ltd. Orientation

Diversified Transportation Ltd. will provide an opportunity for a Union Officer to meet new employees for an orientation session at a time and duration agreeable to the Union and Diversified Transportation Ltd.

6. WORKING CONDITIONS: GROUP I - OPERATIONAL EMPLOYEES

6.01 Hours of Work

6.01.01 Transit operators' shifts are based on a five (5) day work week. Consistent with operating efficiency, Diversified Transportation Ltd. will establish shifts as required from Shift Design. Requests from the Union will be considered.

6.01.01 Continued...

The normal hour of work shall be forty (40) hours per week on the basis of the following:

- a) five (5) consecutive days of eight (8) hours per day
- b) four (4) consecutive days of ten (10) hours per day

6.02 Seniority and Selection of Shifts Sign Ups

6.02.01 Shift Classification

6.02.02 The senior operator shall be the first to sign the bid and other operators shall follow and sign in order of seniority until the sign-up is completed.

6.02.03 A new operator sign-up shall take place at least four (4) times a year or as mutually agreed between the parties.

6.02.04 New sign-ups (all shifts) shall be posted. In advance of the sign-up being posted, two (2) Union Sheet Committee members shall be given two (2) days review the boards and bid, during which time two (2) Union members of the Sheet Committee shall be paid two (2) hours at their regular rate of pay to perform such duties. If for a reasons acceptable and agreed upon by the Union only one (1) Union member fulfills the above noted duties than he/she will be paid four (4) hours at their regular rate of pay to perform such duties and raise any concerns. Diversified Transportation Ltd. shall provide a response to concerns brought forward. Concerns and responses of the parties shall be provided in writing, as appropriate. Should the number of bids increase then the length of time to review the sign-up will be increased.

6.02.05 The operator sign-up sheet shall be posted in a conspicuous place in each operator's room not less than five (5) days before any sign-up commences except in case of pressing necessity when the intervening period may be shorter, but in no case for less than three (3) days. Operators shall sign the sign-up sheet promptly within a reasonable timing schedule designated by Diversified Transportation Ltd.

6.02.06 If an operator is not present at his/her assigned time when a sign-up occurs and he/she has not indicated his/her choice to the dispatch official in writing, using the prescribed form, then his selection shall be made by a Union official, and the operator concerned shall be bound by the decision of the Union official for the duration of the sign-up period

In the event that the Union official fails to make a selection within the absent operator's assigned time period on behalf of the absent operator, then dispatch after reviewing the matter with a Union official, shall make a selection on behalf of the employee and the employee concerned shall be bound by the decision made by dispatch for the sign-up period.

6.02.07 Full-Time Operators may pass on a major bid and choose PART-time work one (1) time every calendar year but only as operational requirements allow. Operators may pass on a bid if operational requirements permit.

6.02.08 All signed shifts which come open will, after three (3) days, be offered to all operators within that job classification by seniority. The open work will be posted on the third (3rd) day and dispatched on the fifth (5th) day. A maximum of three (3) operators will be permitted to adjust their bid assignments. Upon the return of the regular operator, the operator holding the shift must surrender it, and all shift adjustments related to the original open work will revert back to the operator's original bided work.

6.02.09 No regular continuous shift shall be changed between sign-ups without advising the Union executive. Splits, whether worked by spare operators or regular operators, shall be subject to change. If it is necessary to change a regular split shift, the Diversified Transportation Ltd. agrees to do everything in its power to substitute comparable work; any material change will be discussed with the Union. These changes may only be made subject to client wishes.

6.02.10 Employees in receipt of Long Term Disability benefits are not qualified to sign for any bids. When no longer in receipt of Long Term Disability benefits upon return to the pre-disability position, the employee will be placed in their seniority position for spare work and will take work assigned by dispatch with first right of refusal.

6.02.11 Handy Bus

Diversified Transportation Ltd. and the Union agree that the operator skill set for Handy bus is different than the operation of a conventional transit vehicle. Handy Bus operators are required to be trained as a conventional transit and have additional training to cover off the requirements of operating the handy bus. Handy Bus assignments will be included in each sign-up. Operators signing for Handy bus must meet the minimum qualifications of:

- Trained conventional transit operator
- Successfully completed the Handy Bus training program

If an operator signs for a Handy Bus position on a major bid and the operator is not qualified the company will provide training to the operator.

The company has thirty (30) working days to assess the operator's suitability in the new position. If the company determines the operator is not able to perform the full scope of duties of the position the position will be reposted with a new bid from that operator's seniority position down.

The operator has thirty (30) working days to assess his/her own suitability as a Handy Bus operator. If the operator determines that the Handy Bus position is not appropriate to their needs the operator will notify the company in writing of his/her decision. The Handy Bus position will then be reposted with a new bid from that operator's seniority position down. The original assigned operator shall continue performing the Handy Bus position until the re-bid takes place and the work has been assigned.

For Handy Bus vacation relief the company will provide training, if required, for up to two (2) additional operators who have signed vacation relief position at the summer bid.

6.03 Dispatch Rules

Dispatch Rules will not supersede the Collective Bargaining Agreement.

6.04 Overtime

6.04.01 Overtime rates for a regular operator will apply immediately if the Company requests an operator to continue on his run after the normal finishing time, if an FTR (Failure to Report) occurs on the road.

6.05 Pay for Work on Statutory Holidays

All employees shall be entitled to eleven (11) Statutory Holidays.

Full Time employees receive their regular hours, for the hours they would have worked had it not been a Statutory Holiday. This amount will be paid in the current pay period the hours were earned. If the Statutory Holiday falls on the employee's day off they will be paid the daily average of their weekly bid hours. Example: 5 day, 36hr bid week = 7.2hr daily average.

Non Full Time employees will be paid in the amount equal to four point four percent (4.4%) of the gross earning of the employee, paid on every pay period. In addition, any operator who works on the Statutory Holiday will be paid at one and one half (1 ½) times the regular rate of pay for all hours worked.

6.06 Reporting Allowance

An operator's wages shall be computed from the time set for reporting. A reporting allowance of twelve (12) minutes will be paid on the initial pre trip (one time per bus daily). Reporting allowance when a pre trip is not required or when a changeover in the garage is required will receive five (5) minutes reporting allowance and two (2) minutes allowance for post trip.

6.07 Minimum Pay - Operator Short Assignments

Any standalone single piece of work will be paid a minimum amount equivalent to two (2) hours at the regular rate of pay. However, if a signed Part Time or a Full Time operator is called out from home, on his non-working day he shall receive a minimum of two (2) hours' pay at the applicable rate for the call-out.

6.08 Operator Delay Pay

It is agreed that delay pay will be the actual time of return of buses to the garage at the applicable rate of pay.

6.09 Instructional Pay

Operators shall be paid three dollars (\$3) per hour extra while acting as an auxiliary trainer in the training of new operators. Diversified Transportation Ltd. shall review the qualifications and performance of employees acting as an auxiliary trainer.

6.10 Trading Shifts

An operator who wishes to trade a shift or part of a shift shall first obtain permission from the management supervisor or designate, and every trade must be recorded.

Trades may be approved for extended periods of time provided mutual agreement of both the management supervisor and Union representative is obtained.

6.11 Travel Time

Travel Time in Diversified Transportation Ltd. vehicle will be paid for the actual time it requires each individual to travel from the transit centre to the garage and from the transit centre to the garage (ten (10) minutes each way). Any further delay in excess of the ten (10) minutes for any operator travelling will be paid by filling out a delay slip.

6.22 Medical Examination

A Diversified Transportation (St. Albert Division) operator or training instructor who takes the medical examination required for his/her operator's license will have the entire cost of the medical examination covered at the company's expense.

9. FRINGE BENEFITS

9.01 Statutory Holidays

All employees shall be entitled to eleven (11) Statutory Holidays, paid in the amount equal to four point four percent (4.4%) of the gross earnings of the employee, and will be paid on the pay period following the Statutory Holiday.

9.01.01 Recognized Statutory Holidays

9.01.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement:

Statutory Holidays

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (July 1, or July 2 when July 1 is a Sunday)
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

9.02 Annual Vacation Leave

Upon completion of one (1) year service, all full-time and part-time employees shall receive two (2) consecutive weeks of vacation with pay, at the end of the year of continuous service with the company.

9.02.01 If an employee cancels their vacation allotment after the work is assigned to a relief operator they will be placed in their seniority position and will have the first right of refusal of any open work not already assigned, up to their bid hours within 10 days or when that employee's original work is not assigned they will return back to their original bid work.

9.02.02 Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which they qualified for such vacation.

Effective date of ratification, upon completion of three (3) years of service, all full-time employees shall receive three (3) consecutive weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which they qualified for such vacation.

Upon completion of nine (9) years of service, all full-time employees shall receive four (4) consecutive weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which they qualified for such vacation.

The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.

Vacation pay will be paid on the next payday subsequent to receipt of the written request, which is due fourteen (14) days prior to taking vacation. Any vacation pay not paid during the year, shall be paid out at the end of the year.

9.03 Leave of Absence

9.03.01 Leave of Absence for Full-Time Union Employment

9.03.01.01 In the event that an employee becomes a full-time official of the Union, the employee shall be granted leave of absence for the purpose of carrying out the duties of office and seniority shall continue as if in continuous employment with Diversified Transportation Ltd. The employee shall have the right at any time, on giving one (1) month's notice, to return to the previously held position or to such other position to which the employee may be promoted by reason of seniority and ability. The employee shall provide such notice no later than thirty days of ceasing to be a full-time official of the Union.

9.03.01.02 An employee who acquires a full-time position with any labour body with which the Union is affiliated, may be granted a leave of absence. Seniority shall continue as if in continuous employment with Diversified Transportation Ltd. The employee shall have the right at any time, on giving one month's notice, to return to the previously held position or to such other position to which the employee may be promoted by reason of seniority and ability. The employee shall provide such notice no later than thirty days of ceasing to be in the full-time position.

9.03.01.03 Diversified Transportation Ltd. shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

In the event that an employee is elected to the negotiating committee for the Union, he shall be granted leave at the regular rate of Diversified Transportation Ltd. pay for the position to which he is permanently appointed or serving the required probationary period thereof, during such time as he meets with the

9.03.01.03 Continued...

representatives of for the purpose of collective bargaining. Diversified Transportation Ltd. will be advised in writing of the names of the selected employees. The provisions of this clause shall be limited to two (2) employees unless Diversified Transportation Ltd. and the Union mutually agree otherwise.

9.03.01.04 In the event that a Union officer is required to meet with Diversified Transportation Ltd. representatives to discuss a grievance, he may be granted leave with pay. If Diversified Transportation Ltd. requires the attendance of the employee who is grieving, he may also be granted leave with pay.

9.03.02 Leave of Absence for Union Business

9.03.02.01 Leave of absence with pay for other matters of mutual concern shall be made in accordance with Diversified Transportation Ltd. regulations. Such as, the Collision Review Board, Bid Sheet Committee, Union Management Committee, Signup, Joint Health and Safety Committee, etc.

9.03.02.02 Leave of absence with pay shall be for those hours the employee normally would have worked had he not been required to meet with representatives of Diversified Transportation Ltd.

9.03.03 Leave of Absence Without Pay

9.03.03.01 Leave of absence without pay may be granted to the employee at the discretion of Diversified Transportation Ltd.

9.03.03.02 Employees may be approved to utilize vacation credits to attend to short-term emergent family situations.

9.03.03.03 Insofar as the efficient operation of Diversified Transportation Ltd. permits, an employee elected as a delegate to a Union Convention shall be granted leave of absence without pay.

9.03.04 Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

9.03.04.01 When death occurs in the employee's immediate family - that is, current spouse, son (adopted or natural) child/ward, brother, sister, parents, stepfather, stepmother, mother-in law, grandfather, grandmother on request, shall be excused for up to any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed three (3) working days.

9.03.05 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to Diversified Transportation Ltd.

9.03.06 Maternity/Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by Diversified Transportation Ltd. in accordance with the following:

9.03.06.01 To a pregnant female employee who is either permanent or has been employed with Diversified Transportation Ltd. for a period of at least twelve (12) consecutive months, upon her application to her Manager. Except where otherwise specified in the Employment Standards Code, Diversified Transportation Ltd. will be under no obligation to provide future employment if:

- the employee fails to make an application for maternity leave; and
- the employee fails to report for work, and
- Diversified Transportation Ltd. is unable to reach the employee, or does not receive a satisfactory explanation for the absence.

9.03.06.02 Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.

9.03.06.03 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than six (6) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her position or such alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.

9.05 Clothing

9.05.01 Operational Staff

Diversified Transportation Ltd. agrees to supply operational staffs, who are Operators and Instructors, clothing – every two years.

Operators	Auxiliary Trainers
3 shirts (option short or long sleeve)	3 white shirts (option short or long sleeve)
2 pants/1 shorts upon request	2 black pants
Baseball cap and 1 toque	2 black ties or scarves
(1) 3-in-1 Coat every 3 years	
2 ties or scarves	
Sweater or sweater vest	
Wind shirts or summer jacket	
Wind pants to be reimbursed at 50%	

Upon presentation of receipts, pregnant employees will be provided with up to two hundred dollars (\$200.00) towards the purchase of maternity clothing of appropriate style and colour similar to current uniform.

10. EMPLOYMENT

10.01 Successful applicants will be considered employees of Diversified Transportation Ltd. from the date of hire.

10.02 The normal probationary period shall be three (3) months. This probationary period may be extended for three (3) months, with an additional further extension of three (3) more months. However, prior to the last three (3) month extension, the Union shall be given the opportunity to review the reasons for such extension.

11. PROMOTIONS

11.01 In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge and skills contained in the job posting shall be the primary considerations. Performance records, where available, may also be considered. Where two or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.

11.02 An employee who has been promoted to a higher permanent position shall have a probationary period of three (3) months. This probationary period may be extended for three (3) months with a possible further extension of three (3) months. However, prior to the last three (3) month extension, the Union shall be given the opportunity to review the reasons for such extension. During the probationary period, an employee may elect to revert to his former position or may be reverted by Diversified Transportation Ltd.

11.03 Any employee having the seniority and qualifications to fill a higher vacant position and who for any reason declines or refuses to accept such position when it is offered to him in writing, shall become junior in seniority to the employee who is appointed. This clause shall not apply to a temporary position of less than one (1) week.

13. POSTING AND FILLING VACANCIES

13.01 Notices of vacancies required to be filled shall be conspicuously posted, for a period of seven (7) calendar days for jobs coming within the jurisdiction of the Union, on a standard form provided by Diversified Transportation Ltd.

14. SENIORITY

14.01 It is recognised there are three (3) seniority boards Full Time, Part Time, and Casual. Bid Sign-ups, Vacation Sign-ups, Overtime, Shift Coverage and promotions are based on these seniority boards.

14.02 Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become, and has since continued, as a permanent employee.

14.03 Seniority for promotions shall be determined by the employee's length of service.

14.04 Seniority for other purposes shall be based upon the employee's length of service within his type of position.

14.05 Temporary employees shall not have seniority standing, except for regular sign-ups only. However, temporary employees may be reassigned during a sign-up regardless of their length of service to meet operational requirements.

15. DISPUTE RESOLUTION PROCESS

15.01 Preamble

The Dispute Resolution Process is designed to:

- Operate from a foundation of trust;
- Encourage open, face-to-face dialogue by the people affected by a dispute;
- Achieve fair, wise, implement able and sustainable solutions;
- Achieve solutions that contribute to positive, collaborative working relationships;
- Achieve solutions that are consistent with the Collective Agreement;
- Minimize the time and cost involved in resolving disputes.

15.02 Definitions

1) A dispute is any problem, disagreement or difference involving employees, representatives of Diversified Transportation Ltd., or Union representatives.

2) An individual grievance is any dispute:

- a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
- b) directly relates to or affects the rights of a specific employee.

3) A group grievance is any dispute:

- a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
- b) directly relates to or affects the rights of more than one employee, where a common remedy is requested.

4) A policy grievance is any dispute:

- a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
- b) directly relates to or affects employees in more than one branch of a department, or in more than one department, or the collective group.

5) Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by Diversified Transportation Ltd.

15.03 Union Representation

An employee may involve a Union representative at any step in the dispute resolution process, for support and assistance in attempting to reach a resolve.

Step 1: Problem-Solving Stage

1. An employee, representative of Diversified Transportation Ltd. or Union representative (for Policy or Group issues) is encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
2. The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
3. The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.
4. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

Step 2: Consultation Stage

1. An employee, representative of Diversified Transportation Ltd. or Union representative may initiate consultation if a dispute is not resolved through problem-solving or an employee or representative believes problem-solving will not resolve the dispute.
2. A request for consultation shall be submitted in writing within ten (10) working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.
 - a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the appropriate manager.
 - b) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the appropriate manager.
 - c) A request for consultation by Diversified Transportation Ltd. shall be submitted to a Business Agent of the Union.
 - d) A request for consultation by an employee shall be copied to the Union office.
3. In the application of discipline involving the suspension of an employee, Diversified Transportation Ltd. will engage in pre-disciplinary consultation with the Union, unless deemed inappropriate by Diversified Transportation Ltd. under the circumstances.
4. Once initiated, a representative of the Human Resources Branch will schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting will be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.
5. The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
6. Any notes taken during the Consultation stage are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
7. The consultation process will commence at the earliest opportunity. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee, Union or Diversified Transportation Ltd. may conclude consultation at any time by written notice to the other party(s).
8. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

Step 3: Formal Review Stage

1. The Union, or the Union on behalf of the employee, may initiate a grievance if a dispute is not resolved by consultation.
2. A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.

Step 3: Formal Review Stage, Continued...

3. A grievance shall be initiated in writing within ten (10) working days of the date that notice is received of the conclusion of consultation.
 - a) Individual or group grievances shall be submitted to the General Manager of the applicable department.
 - b) Policy grievances initiated by the Union shall be submitted to the Manager of Human Resources.
4. Following receipt of the grievance, the General Manager (or designates) shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).
5. The participants will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.
6. The formal review stage will commence at the earliest opportunity. The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further consultation.
7. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
8. The employee, Union or Diversified Transportation Ltd. may conclude a formal review at any time by written notice to the other party(s). At the conclusion of the formal review, the General Manager (or designate) shall provide a written summary to the Union of the issues discussed, agreements reached, and any issues that remain in dispute.

Step 4: Arbitration Stage

1. Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union may refer any grievance to arbitration if it has not been resolved by formal review.
2. A referral to arbitration shall be initiated in writing within twenty working days of the conclusion of the formal review stage.
3. Grievances referred to arbitration by the Union shall be submitted to the appropriate manager.
4. The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.
5. In referring a grievance to arbitration, the Union shall notify Diversified Transportation Ltd. of:
 - Its willingness to use a one-person arbitration board, or
 - Its appointee to a three-person arbitration board, and
 - The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
6. Diversified Transportation Ltd. shall notify the Union within five working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.

Step 4: Arbitration Stage, Continued...

7. If Diversified Transportation Ltd. fails to respond within five working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the Union.

8. The Union and Diversified Transportation Ltd. shall select the chairperson of the arbitration board within five working days of Diversified Transportation Ltd. response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.

9. No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.

10. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board.

11. Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.

12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.

13. The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.

14. The arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within sixty working days, unless the parties mutually agree that written reasons are not required.

15. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.

16. The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.

17. The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

15.04 General

1. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process. In the interest of neutrality, any costs incurred for external resources will be cost shared by the parties.

2. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

16. OPERATOR TRAINING

16.01 Operators will be trained on all types of conventional transit vehicles operated by Diversified Transportation Ltd.

16.02 Where Diversified Transportation Ltd. requires an employee to attend at a course on their day off they shall be paid one and one half times (1-1/2) of the appropriate regular rate of pay for all hours; these shall not be deducted from their regularly scheduled hours of work or shift.

16.03 Where Diversified Transportation Ltd. requires an employee to attend a course which falls between their regularly scheduled hours of work they shall be paid at 100% of the appropriate rate of pay for all hours and these hours shall not be deducted from their regularly scheduled hours of work or shift worked.

21. LAYOFFS

21.01 No full-time operator shall be laid off solely as a result of the employment of part-time operators.

Where Diversified Transportation Ltd. contemplates laying off permanent full-time operators, such permanent full-time operators shall first be offered existing part-time operator positions that are required to be continued in preference to being laid off. Should a permanent full-time operator accept a part-time operator position, then he shall be recognized as a part-time operator and shall be subject to the provisions of Part I, Article 22-*Part-Time Operators* only. If the permanent full-time operator does not accept a part-time operator position, then he shall be laid off.

22. PART-TIME OPERATORS

22.01 Shift Coverage Rules

22.01.01 If any work remains uncovered, available Full-time Operators will be offered the open work (subject to overtime), prior to this work being offered to part-time or casual drivers.

22.01.02 If any work remains uncovered, available Part-time Operators will be offered the open work (subject to overtime).

22.01.03 If any work remains available after the observance of the foregoing, the work will be offered as overtime to all in order of seniority (first Full-time, then Part-time, then Casual).

22.02 Seniority

Part-time operators shall have seniority standing within their classification.

23. RENUMERATION – GENERAL

23.01 Wages

The regular rates of pay established in Appendix I-*Schedule of Wages* shall apply during the term of this Agreement. Employees shall be paid every two (2) weeks.

23.02.01 Retroactive Pay

Employees within the jurisdiction of ATU 569 as of the signing of this Agreement shall be entitled to any retroactive adjustment only to November 01, 2010. Such retroactive pay will be based on:

- the employee's regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, and
- Their employment in a classification or classifications listed in Appendix I– *Schedule of Wages* of this Agreement.

APPENDIX I: SCHEDULE OF WAGES

Expressed as dollars per hour

Full Time Bus Operator	Full Time Bus Operators	Full Time Bus Operators	Full Time Bus Operators	Full Time Bus Operators	Part Time Operator	Casual Operator
November	01, 2010	December	31, 2010	\$23.75 per hour	\$22.56 per hour	\$21.08 per hour
January	01, 2011	December	31, 2011	\$25.65 per hour	\$24.38 per hour	\$23.09 per hour
January	01, 2012	December	31, 2012	\$26.70 per hour	\$25.37 per hour	\$24.12 per hour
January	01, 2013	December	31, 2013	\$27.76 per hour	\$26.38 Per hour	\$24.98
January	01, 2014	December	31, 2014	\$29.15 per hour	\$27.69 per hour	\$26.23 per
January	01, 2015	December	31, 2015	\$30.17 per hour	\$29.22 per hour	\$27.15 per hour

PART II – HEALTH AND BENEFITS PLAN

1. HEALTH AND WELLNESS PLAN

1.0 Diversified Transportation Ltd. shall provide access to a cost shared Group Insurance Plan including life insurance, accidental death and dismemberment, extended health, sick leave, dental insurance and vision care. All premiums will be paid on the basis of 85% by Diversified Transportation Ltd. and 15% by the employee. Where an employee is on a leave of absence or suspension for twenty-two (22) or more consecutive working days, the employee is responsible for 100% of the premium payments for that period. All plans are available upon completing ninety (90) calendar days of service.

1.01 Waiting Period

A probationary employee who has completed two-hundred and forty hours (242) of actual time worked with Diversified Transportation Ltd., and thereafter shall attain regular employment status.

A probationary employee who has completed ninety (90) calendar days of continuous employment since the last date the employee commenced employment as a probationary employee with Diversified Transportation Ltd., and is a permanent full time employee, shall be a member of the Health and Wellness Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Health and Wellness Plan shall not be eligible to participate in the Plan until they have returned to work for Diversified Transportation Ltd. for a period of at least ten (10) consecutive working days.

1.01.02 Regular employment status does not guarantee a full time position within the bargaining unit.

13. RRSP

13.01 Effective January 01, 2011 Diversified Transportation Ltd. shall set-up a Registered Retirement Savings Plan. Conditions of the plan are as follows:

- a) Qualified employees are those employees who hold a full-time position with the company.
- b) January 01, 2012 Diversified Transportation Ltd. will match an employee's contributions to the RRSP to a maximum of one (1%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular hourly rate of pay.
- c) January 01, 2013 Diversified Transportation Ltd. will match an employee's contributions to the RRSP to a maximum of two (2%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular hourly rate of pay.
- d) January 01, 2014 Diversified Transportation Ltd. will match an employee's contributions to the RRSP to a maximum of three (3%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular hourly rate of pay.
- e) The RRSP shall be "Self Directed" by the employee.
- f) If the employee makes an early withdrawal from the Plan then the Plan considers the employee has voluntary opted out of the Plan.