

COLLECTIVE AGREEMENT

BETWEEN:

PWTRANSIT CANADA LTD.
Leduc Transit
(hereinafter referred to as the "COMPANY")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

November 25, 2023 – August 31, 2027

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PREAMBLE

It is the intent and object of this Agreement that the Company and the Union cooperate to obtain efficient and unrestricted operation of the service, to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of differences and establish conditions of employment to be observed between the Parties hereto.

ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT

The Company agrees to recognize the Union as the sole Collective Bargaining Agent for employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement. The Alberta Labour Relations Board has issued Certificate Number C2149-2023 that applies to this Collective Bargaining Agreement.

The Company agrees that it will not contract out, or have performed by other means or facilities, any Bargaining Unit work that is currently being performed by Bargaining Unit Members, which would result in layoff of any such member(s).

Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.

- 1.1 The Parties recognize the right of all employees to work in an environment free from harassment, sexual or otherwise, as outlined by Company Policy.
- 1.2 The provisions of this Agreement are intended to be gender neutral and will be interpreted on that basis.

ARTICLE NO. 2 - UNION SECURITY

2.1 The Company agrees to recognize the Union as the sole Collective Bargaining Agent for all employees of the Company.

- a) It is agreed that as a condition of employment, each employee shall become, and remain, a Member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

- b) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.
- c) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Company shall deduct the monies from the first pay of an employee each month and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below.

The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e., marriage);
- If an employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary employees included.

2.2

a) **Full-time Employee**

Full-time employee shall mean a person employed in a permanent Full-time position who bids on a Full-time run consisting of twenty-eight (28) to forty (40) hours per week and who has satisfactorily completed the probationary period of employment.

b) **Part-time**

Part-time employee shall mean a person employed in a Part-time position whose bid work equals less than twenty-eight (28) hours per week and who has satisfactorily completed the probationary period of employment.

c) **Casual Employee**

Casual employee shall mean a person who makes themselves available a minimum of one (1) shift per month.

2.3 **Probationary Period**

- a) All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days from their seniority date.
- b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. The termination of a probationary employee shall be without recourse under the Grievance Procedure.
- c) An employee still within their probationary period will be dispatched on a seniority basis wherever they are qualified.
- d) No employee, regardless of Division or Terminal, shall be required to serve more than one (1) probationary period. However, probation may be extended up to thirty (30) days for instances that warrant an extension based off the employee's performance. For such extension, the Union and affected member must be notified prior to the ninety (90) day period ending.

- e) In the event an employee has an absence greater than seven (7) days (calendar days), their probation will be placed on pause and will resume once the employee returns to work.
- f) During the probationary period the Company may terminate the employee for any reason at its discretion. The employee or the Union may grieve the termination, but the answer at Step 3 will be final and binding and the matter may not be referred to arbitration under the provisions of this Agreement.

ARTICLE NO. 3 – MANAGEMENT RIGHTS

The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to transfer, promote, demote, and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to re-organize, close, disband any part of the operations as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the manner and to the extent hereinafter provided.

The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

The Union and the Company recognize that the Client may request the reassignment, removal, or suspension of transit drivers in certain circumstances. Such situations will be reviewed by the Company and the Union.

ARTICLE NO. 4 – DISCIPLINE

- a) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the employee is entitled to have at their request, their choice of an available representative of the Union in attendance. The employee and the Shop Steward and/or assigned Union representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the employee will be given the opportunity to provide a full explanation as part of the investigation hearing.
In instances when an employee is unable to make themselves available to meet, the Company may use, as a method of last resort, registered mail to deliver the discipline with a copy to the Union office.
- b) An employee will receive a copy of any disciplinary record placed on their file, including written reprimands with a copy to the Union office. However, the incident causing such disciplinary record will not be taken into account, to compound other disciplinary action taken against the employee, if the incident is more than eighteen (18) months old. Any discipline will be issued to the employee within eight (8) days of the incident (excluding weekends and holidays), providing no further investigation is required, or at the conclusion of said investigation.
- c) Discipline will be issued to the employee through the following method:
 - Face to face meetings.
- d) If the Company wishes to discharge or discipline a Shop Steward, they will notify the Union in writing at least two (2) full days before commencing such action.

ARTICLE NO. 5 – GENERAL

- a) The Company will provide bulletin boards at its terminals on which to post changes in Company Rules and Regulations and on which the Union may post necessary notices to its Members. The Union will be provided with a bulletin board at the applicable terminals, with access provided to the Business Agent and Shop Stewards. If the client has issue with any postings the Company can discuss with the Union to remove, and the Union will not unjustly deny.
- b) All new Company Policies will be forwarded to the Union prior to implementation. Each Policy will be reviewed individually with all employees and each employee will sign the Policy to ensure they are aware of the Policy. Each new Policy will also be posted two (2) weeks prior to implementation, whenever possible.
- c) Wherever possible adequate parking facilities, with plug-ins, will be made available for employees' cars.

ARTICLE NO. 6 - SENIORITY

6.1

- a) Seniority shall be based on the length of continuous service an employee within this Bargaining Unit, subject to Section 6.3 and 6.4 of this Article.
- b) At time of hire, all employees will receive an offer letter that details their classification in writing, to be either a Full-time or Part-time employee.

Seniority commences on date of hire for a Full-time or Part-time employee. All Part-time employees will be carried on a separate Part-time seniority list. If an employee is moving from Part-time to Full-time their Full-time seniority date will be the date they started working as a Full-time employee. All employees will utilize their start date with the Company for overall Company seniority for vacation allotment etc.

The Assignment of these "runs" will be done under the principle of seniority. All the assigned run(s) will be posted for bid through the mechanisms contained within the Collective Agreement.

Should that employee refuse the position, they shall remain on the Part-time seniority list, with their start date referenced as their Part-time seniority date. Said employee will remain on the Part-time seniority list until such time as they "Bid" on a Full-time position through the mechanisms contained within the Collective Agreement.

Upon date of hire, drivers who have indicated their desire for Part-time work will be assigned a run or piece(s) of work from the available runs or pieces of work that is less than the minimum hours for Full-time work. This will be done by seniority based on the driver's date of hire. The driver will be placed on the Part-time Seniority List with their seniority date reflecting the date they were hired.

If more than one (1) employee is hired on the same day they will be referenced (i.e. Listed or Ranked) on the applicable seniority list by random draw.

Any employee wishing to protest seniority must do so within thirty (30) calendar days from which they first appear on the posted seniority list.

- 6.2 The Company will do a bid of all runs by seniority as per this Article in January and July of each calendar year to allow employees to choose their work allocation by seniority. Should the client request in writing, additional bids can occur to a maximum of four (4) times per year.

6.3 An employee shall lose all seniority rights for any one or more of the following reasons:

- i. voluntary resignation, or promotion beyond the scope of this Agreement;
- ii. discharge for cause;
- iii. failure to return to work after layoff under Section 6.4 of this Article;
- iv. failure to return to work after an approved leave of absence.

6.4

- a) Seniority shall prevail in the event of layoffs, with the junior employees being laid off first, provided the remaining employees are qualified for the remaining work.

Full-time drivers experiencing a layoff will have the right to displace any Part-time worker within the unit without any adverse effect to the recall period.

Full-time employees exercising this option shall be placed on the top of the Part-time seniority list. Should the employee fail to accept the next available Full-time shift, they shall be placed on the Part-time seniority list where their date of hire places them.

- b) The Company agrees to recall laid off employees on a seniority basis, provided they are qualified for the work, commencing with the most senior employee laid off. When recalling any employee to work after being laid off, they shall be notified by telephone or delivery methods with a receipt of delivery to the Union office, or registered mail directed to the employee's last known address and such employee will be allowed seven (7) days to report to work from the receipt of delivery or from the day the Company makes contact by telephone.

An employee has the right to one (1) refusal on call back on work of two (2) weeks or more, during the first year of a layoff. A second (2nd) refusal from said employee shall result in loss of seniority.

- c) Any employee who has been on layoff for twelve (12) consecutive months, shall be removed from the seniority list and the Company shall be under no further obligation to such employee.
- d) By mutual agreement, the Parties may implement a Voluntary Layoff process to minimize financial hardship to employees with minimal seniority within the Bargaining Unit facing a layoff position. All requests and agreements within this clause between the Parties must be in writing.

The Company will notify the Local Union of how many positions are being considered, the names of the affected Members, as well as the expected date for any layoffs.

The Company will post a notice to the employees of the pending layoffs. The notice will ask for employees, otherwise unaffected by the layoff, to volunteer to accept a layoff outside of the seniority order. A copy of this notice will be provided to the Local Union.

Should an employee accept a Voluntary Layoff, the Company will be required to do the following at the time of layoff:

- The Company will issue a written notification of recall to the Member, with a copy to the Local Union, with a recall date of no greater length than twelve (12) months from the date of the layoff.
- The employee will confirm all contact information with the Employer prior to leaving on the layoff.

- The Company will provide a R.O.E. coded "A" Laid Off.

Should a recall of Members commence, the following will take place:

- The senior Member on Voluntary Layoff will be offered recall first.
- After voluntary Members are recalled based on seniority, the normal process of recall will apply to non-voluntary laid off employees.

Recall of any Member on Voluntary Layoff, or laid off under Section 6.4, will be by telephone and Registered Mail.

- e) Unless under emergency circumstances or adverse conditions outside the Company's control, there will not be any Part-time drivers working while Full-time drivers are experiencing layoffs. In cases of emergencies or adverse conditions outside the Company's control, the Company shall meet with the Union to discuss resolution to the situation.

6.5

- a) The Company will post and maintain Seniority Listing every six (6) months and forward a copy to the Union office. Should the Union request a Seniority List outside of the six (6) month period, the Company will not unreasonably deny. Any employee wishing to protest their seniority must do so formally in writing, to their Supervisor and the Union office within thirty (30) days of the seniority list being posted.
- b) Lists will be made up as follows:
 - i. Full-time Employees
 - ii. Part-time Employees
 - iii. Casual Employees
- c) In the event a Part-time employee is hired on a Full-time basis, they shall be placed at the bottom of the Full-time Employees' Seniority List.
- d) Upon request, the Company will provide the Union with an overview of the usage of all Part-time workers.
- e) If a Full-time driver chooses to change their status from a Full-time driver to a Part-time driver, they will be placed at the bottom of the Part-time list.

6.6 Unless otherwise specified, no Part-time employee will deprive a Full-time employee of their regularly scheduled hours.

6.7

- a) When the Company determines it necessary to fill a vacant position within the scope of this Agreement, the position shall be posted. Vacancies will be open to applicants for three (3) days.
- b) Notices of vacancies will contain information pertinent to the position being posted such as, full-time, part-time, or casual status and required qualifications.

ARTICLE NO. 7 – SPECIAL TRIPS AND CHARTERS

- 7.1 Special trips and Charters shall be defined as additional work beyond the normal scheduled runs. Such work shall be bid as follows:
- a) Charters are one off pieces of additional work that are allocated by seniority assuming the Charter shift does not conflict with the employees regularly scheduled shift/bid.
 - b) Special Trips are repeating pieces of additional work that are posted for bid and allocated by seniority assuming the Special Trip does not conflict with the employees regularly scheduled shift/bid. Where no one bids for a special trip, the Company may re-post the special trip for bid. If no one bids for a Special Trip, then the Special Trip will be assigned to the lowest seniority driver assuming the Special Trip does not conflict with the employees regularly scheduled shift/bid.
 - c) Employees performing Special trips and Charters will be paid their applicable hourly rate for all hours worked. All other provisions in this Collective Agreement will also apply to Special Trips and Charters.
 - d) The following procedures shall apply to route coverage:
 - i. Where a Special Trip or Charter requires coverage due to an absence, the Company shall offer the work, in seniority order, to those drivers who can continue to complete their regular work on time. In awarding the work, the Company shall give priority to an employee who can cover the whole absence.
 - ii. Where an employee has been granted time off (vacation, leave of absence, etc.) and the Company has arranged for coverage of the employee's work, the employee scheduled to be off may cancel their time off by providing the Company at least forty-eight (48) hours notice of their intention to cancel their time off and return to their regular work. The forty-eight (48) hour timeline is calculated using the beginning of the affected shift.
 - iii. An employee who is called to cover another Special trip or Charter will be compensated for the revenue of those duties that they volunteered to cover, whether the start time was changed, or the assignment cancelled, unless the Company gives the affected employee twenty-four (24) hours' notice of the change or cancellation. The twenty-four (24) hour timeline is calculated using the beginning of the affected shift.
 - iv. An employee affected by the cancellation of route coverage or who does not abide by the required timeline to cancel their time off may elect to be assigned work as needed on the affected day.
 - e) Employees who have not worked forty (40) hours in a week will be eligible for extra work and/or overtime prior to employees who have already worked forty (40) hours per week. This will include Special Trips & Charters as well as overtime.

ARTICLE NO. 8 – LEAD HAND

The necessity of the classification of a Lead Hand shall be at the discretion of the Company, and they shall be defined as:

- a) An employee who shall direct the work of the others, while performing the same work themselves. They shall not have the authority to directly hire, fire, suspend, or discipline employees.

- b) They shall be a Member of the Union.
- c) Seniority in the unit shall prevail for layoff purposes.
- d) Where the Company designates that a Lead Hand is required, a bid will be posted, and the position will be filled with a qualified person who applies for the position.
- e) The Company shall have full discretion in the selection of the Lead Hand, however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

ARTICLE NO. 9 – TRAINING

- a) Any employee assigned to train another employee will be paid a two dollar (\$2.00) per hour training premium.
- b) If the Company requests employees to take additional training, such training shall be paid by the Company. All time spent for such training shall be paid at the employees' applicable hourly rate of pay. This includes and is not limited to any online training. Should an employee not have a device capable to perform such online training the Company will provide one.
- c) When an employee requests to receive training to fill driving positions within the Company, such training program may, at the discretion of the Company be paid for by the Company. This will allow employees who work in lower classifications to advance themselves into higher classifications (wash bay attendants) or for employees who are already driving to upgrade their licence to a higher classification (progressing from a Class 4 licence to a Class 2 licence). Should this provision be utilized the Company, the Union and the affected employee will meet to mutually agree on all terms and conditions for each specific circumstance.

ARTICLE NO. 10 – LEAVE OF ABSENCE

- a) Company-authorized Leave of Absence, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) working days. Any extension of Leave of Absence over thirty (30) working days shall be in writing, and agreed upon by the Union, the Company and the employee concerned. The Company will notify the Union of all Leaves granted.
- b) An employee who goes to work for the Local Union which represents the employee in their Bargaining unit, may apply for an unpaid Leave of Absence from the Employer for a period not to exceed one (1) year. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the one (1) year, the employee must return to their former position or relinquish all seniority rights with the Employer.
- c) The Company will allow employees within the bargaining unit, covered by this Collective Agreement, an appropriate Leave of Absence with daily wage replacement, to serve on a Union Committee. Such a request shall be in writing to the Company from the Union with as much advance notice as possible, and such request shall not be unreasonably withheld.

10.1 Bereavement Leave

Full-time employees, who have completed their probation period with the Company, shall be entitled to Bereavement Leave as follows:

When a death occurs in a regular employee's immediate family, such employee will be granted, upon request, a period of time off for bereavement.

The Company will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in their immediate family while working, they shall be relieved from duty and paid for the balance of their shift.

A Full-time employee's immediate family is defined as an employee's spouse, mother, father, step-mother, step-father, sons, daughters, step-sons, step-daughters, sisters, brothers, mother-in-law, father-in-law, aunts, uncles, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law, common-law spouse, step children, step parents, and as further defined by the Alberta Employment Standard Code.

10.2 **Jury Duty**

Any Full-time employee, who is required to perform jury duty or jury selection service, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for jury duty or jury selection service, or witness fee, and their regular straight-time hourly rate of pay, for their regular hours of work.

The employee will be required to furnish proof of jury selection service or witness attendance, and jury duty pay or witness fee received. An employee on jury duty or jury selection service, or called as a witness, shall, subject to this provision, make themselves available for work before or after being required for such duty whenever practicable.

This clause does not apply to an employee on Leave of Absence, or when receiving benefits under the Health and Welfare Plan, or when on annual vacation or Workers' Compensation.

ARTICLE NO. 11 – BREAKS

The Company will endeavor to schedule times within runs to allow employees to have breaks. In the event a new piece of work requires extended length of on-duty time, the Company and Union agree to meet to discuss the deployment of breaks.

- a) Employees will also be provided acceptable bathroom facility access at Alexandria Arena if available.

ARTICLE NO. 12 - UNIFORMS

- a) The Company shall pay the total cost of the uniform. The uniform will be of Company choice, and will consist of one (1) jacket, four (4) shirts and two (2) pants. The Employer will ensure that the uniform properly fits. The said uniform will be maintained by the driver.
- b) In order to maintain a professional appearance, the Company will replace articles of the uniform as required on an annual basis.
- c) Upon termination with the Company, the uniform will be returned to the Company.
- d) If required as part of PPE, the Company will reimburse up to one hundred and fifty dollars (\$150.00) every two (2) years for CSA approved boots.

ARTICLE NO. 13 – MEDICAL EXAMINATIONS

- a) Employees will not be required to provide proof of a medial or physical examination for missing three (3) or less consecutive days of work. Should four (4) or more consecutive days of work be missed then the Company may request a physical or medical examination and it shall be promptly complied with by all employees, providing however, that the Company shall pay for such physical or medical examination up to forty dollars (\$40.00), and for all time lost as a result thereof, during their regular working hours.

- b) Drivers who have completed one (1) or more years of employment with the Company and who are required to take a Government physical for the purpose of their Vehicle Operator's License, will be reimbursed up to a maximum of one hundred and twenty-five dollars (\$125.00) for such physical examination upon presentation of a receipt showing the driver has paid for such examination.

ARTICLE NO. 14 - PAY AND WORKING CONDITIONS

14.1 Wage Rates

- a) The following rates will apply:

Classification	Current Rate	Ratification 3.8%	Sept. 1, 2024 3%	Sept. 1, 2025 2.5%	Sept. 1, 2026 2.25%
Big Bus	\$32.00	\$33.23	\$34.23	\$35.09	\$35.88
Small Bus	\$27.20	\$28.24	\$29.09	\$29.82	\$30.49
Wash Bay	\$22.40	\$23.25	\$23.95	\$24.55	\$25.10

- b) When the Company designates a Lead Hand the Lead Hand will be paid a two dollar (\$2.00) premium for all hours worked.

14.2 Pay Statement

- a) All regular employees covered by this Agreement will be paid not less frequently than on every other Friday at the end of the shift which starts on that day, all wages earned by such employee to a day not more than twenty-one (21) days prior to the day of payment.
- b) The Company shall provide each employee covered by this Agreement with electronic access to view or print an itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total overtime hours worked per day, total pension contributions per day, and the total wages applicable and all deductions made from the gross amount of wages. Employees T4's will be available to them using this electronic access. In the event that the employee's employment is terminated, T4's will be mailed to their last known address.
- c) Electronic access will be provided for employee's to view or print their pay statements with explanation of any alterations. Copies of hourly paid employee's daily payroll records will be available to the employee for scrutiny in the event of a disagreement in regard to their pay.

14.3 Hours of Work

- a) Effective on the date of ratification, the hours of work for all Full-time employees will be Sunday to Saturday. Full-time employees will normally work between twenty-eight (28) and forty (40) scheduled hours per week, subject to scheduled shifts.
- b) A "day" is defined as any combination of on-duty hours to a maximum of ten (10) hours within a sixteen (16) hour period followed by eight (8) consecutive hours off and must be in compliance with NSC. Any hours worked over ten (10) hours within the sixteen (16) hour period is paid at overtime rates.
- c) In the event such employee is called and reports for work, they shall be guaranteed a minimum of three (3) hours work.

- d) Shifts will be defined by the Company and laid out in the shift bid to be clearly reviewed by all employees.
- e) The Company will pay overtime as follows:
 - i. Hours worked over the regularly scheduled hours of work up to forty (40) hours in a given week, will be paid at straight time (1x).
 - ii. Any hours worked over forty (40) hours in a given week shall be paid at one and one half (1 ½) times.
 - iii. All overtime will be allocated by seniority.
 - iv. Employees who have not worked forty (40) hours in a week will be eligible for extra work and/or overtime prior to employees who have already worked forty (40) hours per week. This will include Special Trips & Charters as well as overtime.
- f) All hours worked on Statutory Holidays will be paid at one and one half (1 ½) times the straight time rate of pay.
- g) Employees who report to work on their regular scheduled day off will be paid at the applicable overtime rate of pay for all hours worked in that day, provided that they have made themselves available for all regularly scheduled shifts.
- h) No employee will be required to work overtime above and outside their regularly scheduled shift.
- i) Employees will be paid for all time spent in the employment of the Company.
- j) Hourly pay commences from designated time of departure, and ceases at time of arrival at barn, or turnover. Notwithstanding, each employee is to arrive fifteen (15) minutes prior to designated departure time, for the purposes of performing a pre-trip inspection of the bus. Following the employees run or at turnover they will perform a five (5) minute post trip inspection of the bus. All time spent on both pre, and post trip inspections will be paid at the applicable rate of pay.

ARTICLE NO. 15- STATUTORY HOLIDAYS

15.1 All employees shall be entitled to eleven (11) Statutory Holidays. The said Statutory Holidays are:

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

Should the Alberta Provincial Government add an additional Statutory Holiday it will automatically be added to the list above.

15.2 Statutory Holiday Pay

Payment for the above-mentioned Holidays shall be as follows:

Regular hourly rated employees will receive their bid shift daily hours, at the higher rate should they be subject to more than one rate in any given day, for the General Holiday as listed.

Part-time and casual employees will receive pay for the General Holiday based on the average daily wage worked by the employee during the four (4) weeks immediately preceding the General Holiday.

ARTICLE NO. 16 - VACATIONS

- 16.1 Upon completion of one (1) year of service, all employees shall receive two (2) 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 four percent (4%) of the gross wages of the employee during the year in which they qualified for such vacation.

- 16.2 Upon completion of four (4) years of service, all employees shall receive three (3) 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.

- 16.3 Upon completion of fifteen (15) years of service, all employees shall receive four (4) 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.

- 16.4 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. On a yearly basis, allotment of vacation weeks will be bid in the December general bid period. Unless operational needs dictate otherwise, a maximum of fifteen percent (15%) of the active drivers will be allowed off on vacation at any given time. Upon completion of the allotment of vacation weeks, drivers will have the ability to book vacation in single day allotments.

- 16.5 All employees will receive vacation pay one (1) pay period prior to their booked vacation, or every payday, or in December, prior to December 31st, as directed by every employee in writing.

16.6 Vacation Pay Accrual for Statutory Holidays

If an employee is on vacation that incorporates, or is adjacent to, a Statutory Holiday where that employee is not scheduled to work, then a vacation day will not be deducted from the employee's vacation entitlement.

ARTICLE 17 - HEALTH AND WELFARE

17.1 Health and Welfare Plan

The Company will continue to offer the Company Health and Welfare plan at the employee's option. At no time will the employee's portion exceed fifteen percent (15%) of the total cost of the plan.

17.2 Health and Welfare Protection

When an employee goes off work ill, or on compensation, the Company shall continue to pay both their Health and Welfare premiums and Union dues, so that the employee shall be protected to the utmost, provided:

- a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears.
- b) When the employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect to their contributions.
- c) In the event an employee does not return to work and the employee refuses or neglects on demand at their last known address to make restitution for such monies paid out for Health and Welfare premiums, the Union shall then reimburse the Company for said amount but will be no more than three (3) months' worth of the contributions.
- d) the period of such coverage shall exceed forty-four (44) weeks only by mutual agreement by the two Parties.

ARTICLE NO. 18 – MENTAL HEALTH AWARENESS

The Company agrees to have a program available for employees that will provide assistance and awareness to mental health related issues.

ARTICLE NO. 19 – HEALTH AND SAFETY

- a) The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.
- b) The Company and the Union recognize an employee's right to working conditions which show respect for their health, safety and physical well-being.
- c) The Parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and conduct liable to compromise the health and safety of its employees or deteriorate the work environment. The Company and the Union recognize the need for constructive and meaningful consultations on Health and Safety matters. To this end, a Joint Safety Committee shall be established.

ARTICLE NO. 20 – HUMAN RIGHTS AND DISCRIMINATION

- a) The Company will not discriminate in its hiring and employment practices against persons in accordance with the Alberta Human Rights Act, RSA 2000, c-A-25.5, as amended.
- b) The Union will not discriminate in its practices against persons in accordance with the Alberta Human Rights Act, RSA 2000, c-A-25.5, as amended.

ARTICLE NO. 21 – SICK DAYS

All employees will have paid Sick Leave, for reasons outlined in the Alberta Employment Standards, to a maximum of one (1) paid day annually. The payment of the Sick Leave will be equivalent to the employees normal scheduled shift for Full-time employees and equivalent to four (4) hours pay for Part-time employees.

ARTICLE NO. 22 – PENSION PLAN

Effective ratification, the Company 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) The Company will match an employee's contributions to the RRSP to a maximum of two percent (2%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular rate of pay.
- c) September 1, 2024 the Company will match an employee's contributions to the RRSP to a maximum of three percent (3%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular rate of pay.
- d) All qualified employees will enter the Company RRSP at least at the minimum contribution of one percent (1%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular rate of pay.
- e) The RRSP shall be "Self-Directed" by the employee.
- f) The Company will be responsible for providing the employee with the correct enrolment forms. The employee will be responsible for completing the enrolment forms and submitting to the Company. The Company will be responsible for submitting the enrolment forms to the Plan Administrator.

ARTICLE NO. 23 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.

- a) The Company will make contributions of five cents (\$0.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- b) Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.
- c) This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 24 – SHOP STEWARDS

The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

Shop Stewards shall be permitted to take up grievances during work hours, without loss of pay. The Company agrees to recognize Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to the Manager.

The Company agrees to make available Shop Stewards, to the Union, upon request, for the purpose of negotiating the Collective Agreement. The Company and the Local Union will share this cost equally.

The Company will recognize the Shop Stewards as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

Alternative Stewards - The Company agrees to recognize any employees, selected by the Union to act as Alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.

If the Company disciplines or discharges the Shop Steward, the Union shall be advised prior to such discipline or discharge, and the Shop Steward shall have the right to representation from a Shop Steward or Union Business Agent.

A new employee shall be advised of the name and location of their Shop Stewards. The Company agrees that a Shop Steward or designate shall be given an opportunity to meet with an individual or a group of new employees.

ARTICLE NO.25 - JOINT LABOUR MANAGEMENT COMMITTEE

The Parties hereby agree as follows:

The Committee shall be established within thirty (30) days after ratification and shall meet a minimum of three (3) times per calendar year. Any additional meetings must be mutually agreed upon. The Parties may decide to "waive" a meeting.

At the first Joint Labour Management Committee meeting, the Committee will establish a Terms of Reference Document that will outline the following:

- Agenda design and distribution
- Taking and distributing minutes
- Responsibilities of Chair/Co-Chair
- Dealing with new items
- Any other applicable issues

The Union committee shall consist of the Business Agent, two (2) Shop Stewards and other designates as required. The Company representatives shall consist of two (2) representatives of their selection. The Company agrees to pay all lost wages for the two (2) Shop Stewards to attend the meeting. If an offsite facility is required, the Parties agree to share the cost.

The purpose of this committee is to meet to build respectful labour relations, discuss workplace related issues and work towards problem solving the related issues i.e. – working conditions, schedules communications, service improvements, etc.

ARTICLE NO. 26 – COMPLAINT PROCEDURE

Any complaint involving allegations of discrimination or harassment may be reported in confidence directly to the Site Manager or the Union. The complainant will provide the complaint in writing. Once a complaint(s) is brought forward, both the Company and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Company will take actions it considers appropriate to resolve the complaint.

ARTICLE NO. 27 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1:

Any grievance of an employee shall first be taken up between such employee and the Company Supervisor.

Time limit to institute a grievance:

- i. termination or layoff - ten (10) days
- ii. all others - thirty (30) days

However, such employee will be entitled to representation by a Shop Steward or Union representative.

Step 2:

Failing settlement under Step 1, such grievance and any question, dispute or controversy that is not of a kind that is subject to Step 1, the grieving Party shall reduce their grievance to writing and it will be referred to, and taken up between, the Secretary-Treasurer or other Bargaining Representatives of the Union, and the Company's representative, authorized by the President of the Company. Such written notice must be made within the time limitations as indicated under Step 1.

Step 3:

Failing settlement under Step 2, the matter will be taken up in presentation to a Board, consisting of two (2) Union Members selected by the Union, and two (2) Company members appointed by the President of the Company.

Step 4:

Failing settlement under Step 3, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decisions will be binding, however, will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties. Should the Parties not reach a mutual agreement on either of the above, the matter will be referred to an agreed upon, neutral Arbitrator, who will meet with the Board to hear both sides of the case.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator's decision will be final and binding and shall be applied forthwith.

The cost of the Arbitrator will be borne equally by the Union and the Company.

Shop Stewards will be paid for all time spent in discipline meetings.

ARTICLE NO. 28 - NO STRIKES OR LOCKOUTS

The Company agrees that it will not cause, or direct, any lockout of its employees, and the Union agrees that there will be no strikes, or other collective action, which will stop, or interfere with, production, during the life of this Agreement.

It shall not be a violation of the Agreement, nor shall it be cause for discipline for any employee to refuse to cross a legally established picket line.

ARTICLE NO. 29 – TERMINATIONS

- a) This Agreement shall become effective as of November 25, 2023, until August 31, 2027 except as otherwise provided in this Agreement, and shall continue in full force and effect until a new Agreement is concluded, as hereinafter provided.
- b) Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to the thirty-first (31st) day of August 2027.
- c) In the event the Parties are unable to conclude a new Agreement, following the giving of notice as provided in Article 29 b) above, the Parties hereby agree to request the Minister of Labour to refer all outstanding matters in dispute to a Sole Arbitrator, whose decision will be binding.
- d) The Sole Arbitrator shall be constituted and shall carry out all functions and powers as set forth in Part 2, Division 15, Section 93 of the Labour Relations Code.

ARTICLE NO. 30 – SAVING CLAUSE

Both Parties assume that any or all provisions of this Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the Parties hereto agree to renegotiate such provision or provisions, for the purpose of having them conform to the law, with all other provisions of this Agreement not being affected.

SIGNED THIS 24th DAY OF JANUARY 2024

ON BEHALF OF THE COMPANY:
PWTransit Canada Ltd. – Leduc Transit

[Redacted Signature]

John Davis – Director of HR

[Redacted Signature]

Morgan Smith – Director of Operations NAB

[Redacted Signature]

Damian Harris – Manager of Leduc and Beaumont

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

[Redacted Signature]

Gary Hujowski – Business Agent

[Redacted Signature]

Chance Hryciun – Vice President & Business Agent

LETTER OF UNDERSTANDING #1

BETWEEN: PWTRANSIT CANADA LTD.
LEDUC TRANSIT

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: TRAINING AND PROBATION WAGES

The Company and the Union agree that the Company will utilize the following wages for the initial training period and for the probation period of new hires. The initial training period rate will be no more than one (1) week, unless mutually agreed upon by the Company and the Union.

Initial training period: \$24.00 per hour


Probation (90 calendar days): \$25.41 per hour

SIGNED THIS 21 DAY OF FEB, 2024

ON BEHALF OF THE COMPANY:
PWTRANSIT Canada Ltd.
Leduc Transit

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362


Damian Harris
Manager, Leduc and Beaumont Operations


Gary Hulowski
Business Agent