



COLLECTIVE AGREEMENT

BETWEEN

HANDI TRANSIT

AND

TEAMSTERS UNION LOCAL 879

EXPIRY DATE: DECEMBER 31, 2028

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AGREEMENT

AGREEMENT entered into this 30th day of October 2025.

BETWEEN :

HANDI TRANSIT

(hereinafter referred to as the "COMPANY")

- and -

TEAMSTERS UNION LOCAL 879

(hereinafter referred to as the "UNION")

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1: INTENT AND PURPOSE

- 1.1 The Company and the Union each represent that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company to promote efficiency and service and set forth herein the basic agreement covering rates of pay, dispute procedure and conditions of employment.

ARTICLE 2: RECOGNITION

- 2.1 The Company recognizes the Union as the bargaining Agent of all employees of Handi Transit in the City of Windsor, save and except Supervisors, persons above the rank of Supervisor, and persons covered by the subsisting Collective Agreement.
- 2.2 Gender-Sex
The masculine gender includes the two (2) sexes unless it results from the context of a provision that it be only applicable to one of the two (2).

ARTICLE 3: UNION SECURITY

- 3.1 All members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.
- 3.2 All employees hired after the date of ratification of this agreement who are covered by this agreement, shall, as a condition of employment, become Union members within thirty (30) calendar days of employment, and maintain such membership in good standing for the duration of the agreement.
- 3.3 All employees covered by this agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's deductions are made, an amount equal to the Local Union's monthly dues, for the duration of the Agreement, as their financial contribution to the Local Union.
- 3.4 All full-time employees hired shall, as a condition of employment, authorize the Company to deduct the amount equal to the Local Union's initiation fee in instalments of Twenty-five Dollars (\$25.00) per week, after completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted.
- 3.5 The Company will, for the duration of the agreement, deduct from the last pay cheque each month, the monthly dues of any employee covered by this Agreement, and remit such monies so deducted to the Head Office of the Union along with a list of the employees from whom the monies were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check-off list will include the employee's Social Insurance number.
- 3.6 The Union will inform the Company of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees, and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice, and, shall forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than Twenty-five Dollars (\$25.00) per week.
- 3.7 The Union will provide the Company with printed forms that show "dues arrears", "Initiation and re-initiation arrears". The Company shall add the name of each new employee hired since the remittance of the previous

check-off along with his or her starting date monthly. The Company shall be given an explanation alongside the name of each employee who appears on the previous month's check-off sheet, for whom a remittance is not made, for any reason.

- 3.8 The Union will supply the Company with Initiation Deduction Authorization forms, Application for Membership-Dues Deduction Authorization forms, which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed application for Union membership forms are returned to the Union.
- 3.9 For the purpose of this collective agreement, "full-time employee" shall be defined as a person regularly employed for more than twenty-four (24) hours per week.
- 3.10 It is understood that part-time employees replacing full-time employees absent due to approved leave of absence, vacation or sick leave will not acquire full-time status by reason of working in excess of 24 hours during preceding replacement of full-time employees.

ARTICLE 4: MANAGEMENT FUNCTIONS

- 4.1 The Union recognizes the right of the Company to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Company might have conferred upon it by any Statute from time to time. The exercise of such rights by the Company shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 4.2 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Company. The Company also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 4.3 Without restricting or limiting the generality of the foregoing, the Company retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.1 "Grievance", as defined in this agreement, shall mean any misunderstanding, or dispute between the Company and the Union or one or more of the employees represented by the Union arising out of the terms and conditions of this collective agreement.
- 5.2 An employee having a grievance shall submit the same in writing, either by himself or through the Steward and/or the Business Representative of the Local Union.
- 5.3 If the employer concerned and the Business Representative of the Local Union are unable to settle the grievance, whether of an individual or a policy grievance within fourteen (14) calendar days after the same has been lodged, or, within such further period as may be agreed upon, either party dissatisfied with such negotiations may notify the other party in writing of its desire to submit the grievance, difference or allegation to arbitration, and, such notice shall contain the name of the first party's appointee to the Board of Arbitration. Such notice shall be given not later than seven (7) days after the conclusion of the negotiations provided for herein. The recipient of the notice shall within seven (7) days, advise the other party of the name of its appointee to the Arbitration Board, and the two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be Chairman.
- 5.4 If the recipient of any notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Ministry of Labour for Ontario, upon the request of either party. The Arbitration Board so constituted shall herein determine the difference, grievance or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman shall govern. The Board of Arbitration shall not have the right to alter or change any provisions in this agreement, or, substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. Further, the Board of Arbitration is not authorized to deal with any matter not covered by this agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 5.5 No grievance, whether of an individual or policy grievance, shall be considered unless the same is submitted in writing as herein provided within seven (7) calendar days after the alleged circumstances giving rise to the same occurred.

- 5.6 Each of the parties hereto will bear the fee and expenses of the nominee appointed by the parties and equally share the fees and expenses of the Chairman of the Board of Arbitration.

ARTICLE 6: PROBATIONARY PERIOD

- 6.1 A new employee shall be considered a probationary employee until he or she has completed ninety (90) calendar days of employment. Part-time employees shall complete ninety (90) working days of employment and shall have no seniority rights until that time. It is expressly understood by both parties that during the probationary period employees shall be considered as being employed on trial basis and may be discharged at any time at the sole discretion of the employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this agreement.
- 6.2 An employee's seniority is based upon the length of continuous full-time and part-time employment with the employer since the last date of hire.
- 6.3 The employer shall keep up to date a seniority list. This seniority list shall be posted with a copy to be supplied to the Union. Additions and deletions shall be forwarded to the Union as they occur.
- 6.4 Part-time employees will be given preference on full-time vacancies when available on a merit and ability basis. Where merit and ability of two or more part-time staff are equal, seniority shall be the determining factor.

ARTICLE 7: MEDICAL EXAMINATIONS

- 7.1 All drivers shall be required to submit to examinations by a physician and provide medical reports, as to their physical fitness at any time. Each employee shall be required to sign an appropriate form authorizing the physician to disclose the findings to the proper officials of the Company. If an employee refuses to sign such form the Company shall not be obliged to retain such employee in its employ. Drivers may be required by the Company to have their eyes examined by an examiner appointed by the Company.
- 7.2 All drivers must possess and maintain in good standing a valid Class "F" Ontario driver's licence and be insurable at all times as a condition of employment. Employees will be required to allow the Company to search their driver records as and when required. All drivers shall provide a driver's abstract and police clearance to the Company for insurance

purposes, every twenty-four (24) months from their anniversary date of hire. The Company agrees to compensate the employees in full for all cost.

- 7.3 The Company agrees to compensate the employees in full for any and all costs for examinations and license fees under Articles 7.1 and 7.2 of this Agreement.

ARTICLE 8: SENIORITY

- 8.1 Employees shall acquire seniority in accordance with the provisions of Article 6.1 above.
- 8.2 An employee's seniority shall be forfeited, and his employment shall be deemed to be terminated under the following conditions:
- (a) he quits for any reason;
 - (b) he is discharged and not reinstated through the grievance procedure;
 - (c) he has been laid off for a period of twelve (12) consecutive months.
 - (d) he is absent from work for three consecutive days without providing a reasonable written explanation satisfactory to the employer. The employee shall be responsible for the cost of any medical note which may be requested by the employer, however, should the employer not be satisfied with such note, and require an additional note, the employer shall pay for the cost of such additional note;
 - (e) he does not return to work within seventy-two (72) hours after being contacted personally to return to work following lay-off. When the employee cannot be contacted personally, the Company will notify the employee by registered mail at his last known address to return to work and the employee will be allowed no more than seven consecutive days from the date the registered letter is mailed to report for duty;
 - (f) he uses an authorized leave of absence for purpose other than that for which it is granted, or fails to return to work at the expiration of a leave of absence;
 - (g) he is absent from work due to accident or sickness for eighteen (18) consecutive months.

- (h) he/she does not qualify for his/her Class "F" Ontario driver's licence.

ARTICLE 9: JOB POSTING AND TRANSFERS

- 9.1 With respect to transfer and job promotions, ability shall determine the successful applicant. Where ability of two or more employees is equal, seniority shall be the governing factor. All new jobs shall be posted for three (3) days.
- 9.2 With respect to transfer and job promotions, regarding part-time employees, ability shall determine the successful applicant. Where the ability of two or more part-time employees is equal, seniority shall be the governing factor. All new jobs shall be posted for three (3) days.

ARTICLE 10: HOURS OF WORK AND OVERTIME

- 10.1 The regular hours of work shall be as follows for full-time drivers:

Monday - Friday – Eight (8) hours

If the Employer regularly schedules full-time drivers to start their workday at staggered times, full-time drivers will be granted preference for their respective starting times, in accordance with seniority.

- 10.1
 - a) The hours for part-time employees will be as scheduled by the Company. All hours will be equally distributed as may be practical among the part-time employees.
 - b) The regular hours of work for full-time dispatchers shall be as follows:

Monday – Sunday: Eight (8) hours per day;

Day Shift (Monday – Friday) - 7:00 a.m. - 3:00 p.m.

Day Shift (Mon., Tues, Wed., Sat., Sun.) 9:00 a.m. - 5:00 p.m.

Afternoon Shift (Monday – Friday) - 1:00 p.m. - 9:00 p.m.

Shifts to be rotated every two (2) weeks.

The noted afternoon shift will be implemented on a trial basis upon the ratification of the Collective Agreement with the understanding that Management can alter these hours when or if conditions warrant.

- c) It is understood that any part-time employee may be required to work in excess of eight (8) hours in a day, overtime will be paid for hours worked in excess of forty-four (44) hours per week.
 - d) Employees who are required to work two (2) shifts in one day that have more than sixty (60) minutes between shifts shall be paid Five Dollars (\$5.00) one time per day, provided they are not being paid for lunch or breaks.
- 10.2 Employees will be allowed an unpaid one-half (1/2) hour lunch period between the 3rd and 5th hour of duty, as scheduled by the dispatcher.
- 10.3 Employees will be permitted to take a fifteen (15) minute coffee break in the a.m., and in the p.m., of each shift, without loss of pay, as scheduled in writing by the dispatcher or office manager.
- 10.4 (a) When a full-time employee is called into work outside of his/her regularly scheduled hours of work, the Company will guarantee a minimum of four (4) hours work.
- (b) When a part-time employee is called into work outside of his/her regularly scheduled hours of work, the Company will guarantee a minimum of four (4) hours work. With regard to part-time employees, a split shift will be recognized as four (4) hours morning and afternoon combined. If the part-time employee has specific limitations to working a full call in shift, the employee will be paid only for actual hours worked.
- 10.5 Overtime is equally distributed as practical among full-time employees in the same job as that classification normally performing the work to be done. Overtime offered and refused will be considered overtime work for the purpose of determining an equitable distribution of overtime. If all employees refuse to work overtime, then the Company may require employees to work overtime in reverse order of their seniority. Employees will not be required to work overtime on weekends, except in cases of emergency.
- 10.6 Employees shall be paid at the rate of time and one half their regular hourly rate for all hours worked in excess of eight hours (8) (Monday through Friday), or for all hours worked in excess of forty hours in any one week.
- 10.7 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

- 10.8 An employee who is injured while performing his assigned duties shall not suffer any loss in regular earnings on the day of the injury, provided the injury is treated by a legally qualified medical practitioner and the employee furnishes the supervisor with satisfactory proof of such treatment.
- 10.9 When a full-time dispatcher reports for their regularly scheduled shift and due to an unforeseen emergency is requested to leave and return to cover a later shift, the dispatcher will be paid one and one half (1½) their equivalent hourly rate for all hours worked over eight (8) hours on the day in question. Should the employee desire, they may request the overtime hours worked be taken in equivalent lieu time (defined as being the same number of hours worked in excess of the employee's daily hours) to be mutually decided between the Manager and the Employee. The choice of pay or lieu time shall be at the discretion of the employee.
- 10.10 The Employer agrees to provide Full-time and Part-time drivers the following preparation period prior to their first client pick up:
- The Company agrees that pre-trip will be thirty (30) minutes all year round.

ARTICLE 11: PAID HOLIDAYS FOR FULL-TIME EMPLOYEES

- 11.1 The following holidays shall be recognized as paid holidays for full-time employees with seniority:
- | | | |
|----------------|------------------|----------------|
| NEW YEAR'S DAY | GOOD FRIDAY | EASTERMONDAY |
| VICTORIA DAY | CANADA DAY | CIVIC HOLIDAY |
| LABOUR DAY | THANKSGIVING DAY | CHRISTMAS EVE |
| CHRISTMAS DAY | BOXING DAY | NEW YEAR'S EVE |
| FAMILY DAY | | |
- 11.1 Part-time employees shall be paid holiday pay in accordance with the Employment Standards Act.
- 11.2 In order to qualify for payment of the above paid holidays, an employee with seniority is required to work his full scheduled shift immediately preceding and immediately following the holiday except where the absence is less than one (1) month and is due to:
- (a) verified personal illness or accident; or
 - (b) approved leave of absence; or
 - (c) excused lateness, which will not be unreasonably withheld.

- 11.3 Full-time Employees with seniority shall receive eight (8) hours pay, if the holiday falls on a Monday through Friday, at their appropriate hourly rate, provided they qualify for holiday pay as set out in 11.2 above. If an employee is required to work on any of the above paid holidays, he shall be paid time and one-half the rate for all hours worked, in addition to the paid holiday.
- 11.4 When one of the above holidays falls on a full-time employee's regular day off, the full-time employee will take one additional day off with pay during the following week, or receive eight (8) hours of pay in lieu thereof, whichever he chooses, which choice shall be communicated to the employer not later than the end of the employee's last regularly scheduled day preceding the said holiday.
- 11.5 No full-time employee who is on an unpaid leave of absence, worker's compensation or lay-off shall be entitled to pay for any paid holiday occurring within the period of such unpaid leave, worker's compensation or lay-off.
- 11.6 When any of the above holidays occur during a full-time employee's vacation with pay, an extra day's vacation is allowed at a time mutually agreeable between the full-time employee and the supervisor, or the full-time employee will receive the appropriate number of hours pay as per Article 11, Section 11.3 in lieu thereof, whichever he chooses.
- 11.7 Any work performed on a holiday by a full-time employee on the above holidays shall be voluntary save and except when a full-time employee may be required to work in accordance with the provisions of the above article 11.3.

ARTICLE 12: VACATION WITH PAY FOR FULL-TIME EMPLOYEES

- 12.1 Full-time employees with less than twelve (12) months in the employ of the Company shall receive vacation pay in accordance with the Employment Standards Act of Ontario and any amendments thereto.
- a) Part-time employees will be paid vacation pay in accordance with the Employment Standards Act.
- 12.2 Full-time employees who have completed one (1) year but less than four (4) years in the employ of the Company shall receive two (2) weeks vacation with the vacation pay calculated at four per cent (4%) of his/her earnings for the previous year.

- 12.3 Full-time employees who have completed four (4) years but less than ten (10) years in the employ of the Company shall receive three (3) weeks vacation with vacation pay calculated at six per cent (6%) of his/her earnings for the previous year.
- 12.4 Full-time employees who have completed ten (10) years but less than fifteen (15) years in the employ of the Company shall receive four (4) weeks vacation with vacation pay calculated at eight per cent (8%) of his/her earnings for the previous year.
- 12.5 Full-time employees who have completed fifteen (15) years but less than eighteen (18) years in the employ of the Company shall receive five (5) weeks vacation with vacation pay calculated at ten percent (10%) of his/her earnings for the previous year.
- 12.6 Full-time employees who have completed eighteen (18) years or more in the employ of the Company shall receive six (6) weeks vacation with vacation pay calculated at twelve per cent (12%) of his/her earnings for the previous year.
- 12.7 For the purposes of computing eligibility for vacations with pay, continuous service shall be calculated as of January 1, and the vacation year shall begin on January 1st of that year.
- 12.8 The selection of vacation dates, will where practical, be granted on the basis of seniority. The employer shall determine the number of employees who will be on vacation at any one time.
- 12.9 Vacation pay will be paid on the regular pay day during the employee's scheduled vacation. Vacation entitlement must be taken during the calendar year January to December unless otherwise approved by the Manager.
- 12.10 Employees may use only one (1) week of their vacation entitlement one (1) day at a time.
- 12.11 Vacation pay for part-time employees will be paid out the last pay in June and the last pay in December each year.

ARTICLE 13: HEALTH AND WELFARE FOR FULL-TIME EMPLOYEES

- 13.1 The employer shall pay one hundred per cent (100%) of the premium costs for the following benefits on behalf of full-time employees with seniority, and their dependant spouse and children:

- (a) OHIP, ward coverage;
- (b) **Basic Life Insurance**
Is based on 200% of annual earnings with a minimum benefit of \$20,000 and up to a maximum of \$50,000 without any medical evidence (up to and including age 64 years). Employees who qualify for additional coverage above \$50,000 based on their 200% of annual earnings can complete and submit an Evidence of Insurability Form (acquired at Handi-transit office). An employee choosing not to complete this form must sign an Evidence of Insurability Refusal Form (acquired at Hand-Transit office). Upon review and approval by the insurance company the employee may qualify for the additional coverage over the \$50,000 and up to \$200,000.00 However, when an employee reaches the age of 65 their coverage amount will reduce by 50% and the Basic Life Insurance coverage will terminate at the age of 80 or retirement, whichever occurs first.
- (c) Dependants Life Insurance (\$10,000.00 for spouse and \$5,000.00 for dependent children);
- (d) **Accidental Death and Dismemberment**
Is based on 200% of annual earnings with a minimum benefit of \$20,000 and up to a maximum of \$50,000 without any medical evidence. Employees who qualify for additional coverage above \$50,000 based on their 200% of annual earnings can complete and submit an Evidence of Insurability form (acquired at Hand-Transit Office). Upon review and approval by the insurance company the employee may qualify for the additional coverage up to \$200,000. However, when an employee reaches the age of 65 their coverage amount will reduce by 50% and the Accidental Death & Dismemberment coverage will terminate at age 75 or retirement, whichever occurs first.
- (e) Group Disability Income;
- (f) Major Medical Benefit (includes Prescription Drugs) at \$2.00 co-pay;
- (g) Dental Plan (Canada Life) to a maximum of \$1,500.00 per year;
- (h) Eyeglasses to a maximum of \$500.00 every two years, for each employee and their dependent spouse and children; Full-time employees on lay-off, worker's compensation, or leaves of absence, shall not receive any of the benefit plans listed in this article;

- (i) Para Medical at \$700.00 (includes chiropractic, physiotherapy, registered massage therapist, acupuncture).
- (j) Long Term Disability
Coverage terminated at age 65 or retirement, whichever occurs first; at which time Employees can apply for the following:

CPP Disability Benefit
ODSP
Unemployment Insurance.
- (k) Conversion Privilege – Basic Life Insurance
If an employee loses their life insurance coverage because they stop working or are no longer part of the insured group, they may be able to purchase an individual conversion policy, without providing medical evidence of insurability. The application for conversion must be received within 31 days after their group coverage terminates. A disabled employee must contact the insurer and apply for conversion prior to turning age 65.

13.2

The Employer agrees to establish a R.R.S.P. Retirement Scheme for all Full-time Staff with the following conditions:

- 1) Eligibility - a Full-time Employee will be eligible for the Retirement Benefit after successfully completing his/her Probation Period as outlined in Article 6.
- 2) Level of Contribution - The Employer will contribute 50¢ cents per hour toward an individual RRSP for each Full-time eligible Employee each pay period.
- 3) Matching Contribution - Each Employee will contribute 50¢ cents per hour toward their RRSP as established by the Employer from each pay period.
- 4) Withdrawal of Contributions - Employee contributions may be withdrawn without penalty as outlined in a, b, and c:
 - a) at the time of death by the designated beneficiary.
 - b) if the Employee terminates employment.
 - c) when the Employee retires at which time, he/she is entitled to all contributions made on his/her behalf.

- d) in case of extreme emergency with the consent of the Employer
- 5) It is understood the Employer will be advised by Carrier of the R.R.S.P. if an employee withdraws all or a portion of his/her contributions prior to item No. 4. (a), (b), (c), or (d) above. As a result of said withdrawal the employee and Employer contributions will be frozen, and no monies will be paid toward the Employees RRSP from the time of their withdrawal of funds from the said RRSP.
- 6) Employees will not be eligible to the Employers contributions or the interest made on said contributions if funds are withdrawn for any reason prior to age 60 years. Other than 4 (d) above.

The Employer agrees to make the necessary arrangements to have a Professional Investment Planner available to provide advice to Staff enrolled in the Retirement Scheme.

ARTICLE 14: WAGE RATES

14.1 The Company shall pay the following regular hourly wage rates:

Classification	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028
Full-time Driver	\$27.73	\$29.05	\$30.43
Full-time Dispatcher	\$27.73	\$29.05	\$30.43
Part-time Driver	\$23.83	\$25.15	\$26.47
Part-time Dispatcher	\$22.15	\$23.47	\$24.79

Bonus: One Time Payment – Full-Time \$1,200.00 Part-Time \$500.00

14.2 Probationary Full-time drivers shall be paid a rate of \$1.00 per hour less than the Full-time rates set out above for the probationary period.

14.3 The regular pay period shall be weekly. Employees will receive their pay cheques by 4:00 p.m. Thursday. During any week where a Holiday as noted in Article 11, Clause 11.1 falls on a Thursday, pay cheques will be available on Wednesday of said week.

14.4 The Employer agrees to provide the total number of hours worked to each Full-time and Part-time Driver on their pay stub for each pay period noting total regular hours worked and total overtime hours worked.

14.5

ARTICLE 15: SAFETY CLOTHING AND EQUIPMENT

15.1 The Union and the Company shall co-operate in continuing and perfecting the safety measures now in effect.

15.2 It is to the mutual advantage of both the Company and the driver that drivers do not operate vehicles which are in unsafe operating condition and not equipped with the safety appliances required by law. It shall be the duty of the driver to promptly report in writing to the Company all defects in equipment and it shall be the Company's responsibility to repair same.

15.3 It is agreed between the Union and the Company having regard to safety and driver's health factor that all power units will have adequate heaters, windshield wipers and defrosters installed and maintained in operating condition.

15.4 The Company agrees to keep heaters in vehicles that will give adequate heat and further agrees to maintain speedometers in working order.

15.5 The Company will provide to all full-time drivers who have completed their probationary periods the following articles of uniform.

- (a) a spring/fall windbreaker;
- (b) a winter jacket;
- (c) three (3) long sleeve shirts;
- (d) three (3) short sleeve shirts.

The shirts shall be replaced by the Company after one (1) year or when they need replacing. The driver shall be required to return the old shirt or shirts. These articles of uniform shall be worn only for work purposes and any driver found wearing his uniform or any part thereof off duty shall be disciplined. If any part of the uniform is damaged or lost due to use while off duty, or if a shirt is not returned at the time of a request for replacement, the driver shall be required to replace such part of his uniform out of his own funds.

Drivers shall wear a company supplied shirt at all times while on duty, and shall wear the winter jacket and/or windbreaker as is appropriate for weather conditions. Spring/Fall windbreakers and winter jackets are to be replaced every three (3) years from the date of issue upon return of old uniforms.

15.6 The Company will provide to all part-time drivers who have completed their probationary periods the following articles of uniform.

- a) a Spring/Fall windbreaker
- b) a winter jacket
- c) two (2) short sleeve shirts

The shirts shall be replaced by the Company after one (1) year or when they need replacing. The employee shall be required to return the old shirt or shirts.

These articles of uniform shall be worn only for work purposes and any employee found wearing his uniform or any part thereof off duty shall be disciplined. If any part of the uniform is damaged or lost due to use while off duty, or if a shirt is not returned at the time of a request for replacement, the employee shall be required to replace such part of his uniform out of his own funds.

Employees shall wear a company supplied shirt at all times while on duty and shall wear the winter jacket and/or windbreaker as is appropriate for weather conditions. Uniforms will be issued upon receipt thereof by the company.

ARTICLE 16: SICK LEAVE FOR FULL-TIME EMPLOYEES

16.1 Sick leave shall mean the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being off sick or disabled, or, because of an accident for which compensation is not payable under the Worker's Compensation Act.

16.2 Where requested, full-time employees will provide the employer with a medical note with respect to absences due to sickness or disability, which note shall confirm that the employee shall be responsible for the cost of any medical note requested by the employer, however, such request will not be unreasonable. If the Employer is not satisfied with such note and requires an additional note, the employer shall pay for the cost of such additional note.

16.3 Full-time employees with seniority shall be entitled to one and one quarter (1 1/4) days sick leave with pay for each month of continuous regular full-time attendance with the Company to a maximum accumulation of forty (40) days.

Once a full-time employee attains the cumulative total of forty (40) sick days, he/she shall not accrue any further sick days until such time as that full-time employee uses one or more sick days.

- 16.4 (a) When a full-time employee voluntarily resigns his/her employment with the Company and he or she has 39 or less accumulated sick days, he or she shall be entitled to a pay out of one-half (1/2) of his or her accumulated sick leave days;
- (b) When a full-time employee voluntarily resigns his/her employment with the Company and he or she has 40 accumulated sick days, he or she shall be entitled to a pay out of twenty-five (25) of his or her accumulated sick leave days.
- 16.5 Upon completion of their probation period, part-time employees shall be allowed four (4) sick days at four (4) hours each day at their current hourly rate of pay. These sick days are allowed during each calendar year (January – December) and will not be carried forward or accumulated.

ARTICLE 17: NO STRIKES - NO LOCKOUTS

- 17.1 As long as this Agreement continues to operate no employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lockout such employee.
- 17.2 Refusal by an employee bound by this Agreement to cross a picket line when directed by the Employer shall not be cause for dismissal or any charges of discipline.

ARTICLE 18: BEREAVEMENT FOR FULL-TIME EMPLOYEES

- 18.1 In the event of a death in the immediate family (i.e., Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Step-parents, Step-children, Grandparents, Grandchildren, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law), an employee shall be given the necessary time off to attend the funeral and will be paid three (3) days' pay at the applicable rate providing that the period between the date of death and the funeral are working days, provided proof of death is supplied to the Company.
- 18.2 The Company further agrees to allow employees one (1) day off without loss of pay to attend the funeral of a Grandparents-in-law, Aunt, Uncle, provided proof of death is supplied to the Company.

ARTICLE 19: DISCIPLINE

- 19.1 In imposing discipline for a current infraction, the company shall not take into account any infraction which occurs more than two (2) years before the date of the current infraction, provided that the employee has not committed an infraction for which he has been disciplined during the said two (2) year period.
- 19.2 Handi-Transit Policies will be made available in the main office for employee reference.
- 19.3 Employees called into the Manager's office for disciplinary reasons shall have the right to be accompanied by a Union Steward if they so desire.

ARTICLE 20: PART-TIME EMPLOYEES

- 20.1 The Company agrees that it will employ at least five (5) full-time employees in the bargaining unit before any part-time employees are scheduled to work on a weekday, Monday - Friday.
- 20.2 No full-time driver shall be required to work split shifts while part-time drivers are employed by the Company save and except in cases of emergencies and/or periods of insufficient ridership.
- 20.3 Part-time employees may be required to work in excess of twenty-four (24) hours in a week due to sickness replacement, vacation replacement, or leave of absence of full or part-time employees creating a staff shortage.
- 20.4 When part-time employees work on a holiday, they shall be paid a minimum of four (4) hours for that day.

ARTICLE 21: MERGER & AMALGAMATION

- 21.1 Representation Rights – The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor of the Company. In the event there is a merger with another Company or Department or another Company in which the covered employees therein are represented by another Union in such Company, the representation rights and the status quo of Local 879 shall be maintained.

ARTICLE 22: DURATION

- 22.1 THIS AGREEMENT shall become effective from January 1, 2026 until the 31st day of December 2028 and from year to year thereafter unless notice of

amendments by either party is given by registered mail within ninety (90) days prior to the date of expiration, setting forth the amendments desired, re the Act.

22.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.

22.3 THIS AGREEMENT shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 11th DAY OF December, 2025.

FOR THE COMPANY





FOR THE UNION







IMPORTANT NOTE:

If you leave the employ of the Company, contact your Local Union either in person, or by mail, for a WITHDRAWAL CARD.

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL CARD.

WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current months' dues.

KNOW YOUR AGREEMENT: MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

ALWAYS

- 1) **ATTEND YOUR UNION MEETINGS**
- 2) **Help new employees become acquainted with the agreement.**
- 3) **If you leave the employ of the Company, contact your Local Union Office for a withdrawal card.**
- 4) **If you leave the employ of the Company or are laid off, register with the Local Union Office so that we may help you to find employment elsewhere.**

"BE A GOOD UNION MEMBER"