

# MEMORANDUM OF AGREEMENT

BETWEEN:

Transervice Lease Co.



-AND-

UNIFOR



This Memorandum of Agreement entered into this 25<sup>th</sup> day of January 2024

Toronto January 25, 2024, Ontario

This Memorandum of Agreement (MOA) between UNIFOR and Transervice Lease Co. (Transervice) follows the agreement in principle concluded on January 25, 2024, based upon all of the following terms (the Agreement).

The items in this MOA are agreements made between the parties with respect to the original collective agreement (Transervice Lease Co. – Auto Equipment Mechanic, Auto Equipment Mechanic Apprentice, and Service Adviser & UNIFOR effective December 1, 2020, to November 30, 2023). The Collective Agreement (2020-2023), including all Memorandums of Agreement and Appendix, continues to apply to employees covered by the Memorandum of Agreement with respect to any item not being addressed with this Memorandum of Agreement.

Upon renewal of the Collective Agreement expired on November 30, 2023, any monetary modification shall take retroactive effect as of December 1, 2023.

This Memorandum of Agreement shall enter into force on the date of ratification, unless otherwise specified, and remains valid until November 30, 2026, inclusive.

The Union, upon ratification of this Agreement, will recommend its acceptance to their members.

This Memorandum of Agreement continues to apply until the signing of a new Memorandum of Agreement or a new Collective Agreement, subject to the exercise by either party of the right to strike or lockout, in which case the Memorandum of Agreement ceases to apply (Article 36.01). This Memorandum of Agreement (MOA) between UNIFOR and Transervice Lease Co. (Transervice), follows the agreement in principle concluded January 25 2024, based upon all of the following terms (the Agreement).

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

**7.02** The words "Strike" and "Lockout" shall have the meaning given these words in the **Ontario Labour Relations Act** ~~Canada Labour Code~~.

**ARTICLE 9 - DEFINITIONS**

**9.01** A Temporary employee, upon accumulating 24 months of time worked as defined in section 9.02, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified in accordance with the provisions of subsection 24.02 (b) (ii) in the order provided under subsection 24.02 (b). Should the employee refuse this offer, his employment shall be terminated. After (24) twenty-four months of employment, a Regular Part-Time employee will be reclassified as Regular Full Time. Employees may request to keep a Regular Part-Time position. The company will accept this request when the business can so accommodate.

(d) "Part-Time Employee" means an employee (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time employee.

A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.

Union has put the company on notice that part-time employees be moved to Full-time positions.

Company will ensure all employees have correct employment status based on date of employment (see attachment)

- 0 - 24 months: Temporary Part-Time
- 24 - 48 months: Regular Part-Time
- 48 plus months: Regular Full-Time

**ARTICLE 10 - SENIORITY**

**10.02** All employees covered by this Agreement whose Tier-D **operations** managers reports to the same Tier-C **general** manager shall comprise a seniority unit.

**Remove 10.06 - never been in effect**

~~**10.06** The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well as the names of the Tier D, Tier C and Tier B managers and the organization code of the Tier D manager of each employee, within a district or equivalent operating unit of the Company.~~

**ARTICLE 11 - FORCE ADJUSTMENT**

**11.13** An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred or may at the Company's direction be reassigned or transferred, ahead of any ~~912-~~ **applicant job posting**, to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

**ARTICLE 12 - SAFETY AND HEALTH**

- 12.05 Once annually, the full cost up to a maximum of ~~\$250.00~~ **\$275.00** per calendar year for one pair of safety boots, insoles, laces and/or one pair of overshoes to fit safety boots.
- 12.06 (c) Except for the number of Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in ~~Part II of the Canada Labour Code~~ **the Occupational Health and Safety Act.**

**ARTICLE 13 - DISCIPLINARY AND NON-DISCIPLINARY ACTION**

- 13.02 (b) Where circumstances require the spontaneous imposition of discipline, the Company ~~undertakes to~~ **shall** advise the employee's Steward or Chief Steward ~~immediately~~ **as soon after as possible.**

**ARTICLE 16 - TECHNOLOGICAL CHANGE**

~~16.12~~ The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

**ARTICLE 17 - WAGE ADMINISTRATION**

17.07 The time intervals for each step of Wage Schedule 1, 2, 3 shall be six months **from your date of hire.**

~~17.08~~ The time intervals specified for each step of the wage schedules shall be computed as follows:

- (a) ~~For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.~~
- (b) ~~For an employee engaged or re-engaged between the sixteenth and the last day of the month, from the first day of the following month.~~

17.09 The effective day for an increase shall be the **6 month anniversary from your date of hire.** ~~first day of the bi-weekly period closest to the first day of the month.~~

**Pay Treatment - Employee Absent**

17.10 (a) ~~Increases or decreases~~ in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

**ARTICLE 18 - HOURS OF WORK**

**18.05** (b) In each Tier-D ~~operations manager~~ entity, work schedules will be prepared, in accordance with the provisions of sections 18.02.

**18.09** The selection of shift(s) including overtime shifts shall be by seniority in the Tier-D's ~~operations manager's~~ Group.

**Differential for Work in Off-Normal Period**

**18.19** An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

<b>Hours Worked in the</b>	
<b><u>Off-Normal Period</u></b>	<b><u>Differential</u></b>
Less than 2	<del>-\$2.85</del> <b>\$3.85</b>
2 and over	<del>\$-5.50</del> <b>\$6.50</b>

**18.21** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of ~~\$3.86~~ **\$4.86** in addition to any other premiums or differentials which are applicable.

**New 18.33** Upon mutual agreement between the employee and the Company, with notification to the Union, the maximum banked time for employees can be increased to 200 hours in the last twelve months of employment. Said employee will be allowed to bank up to one (1) hour per shift in the last year of employment.

**ARTICLE 20 - HOLIDAYS**

**NEW - Art 20.02 (b)** Family Day (Ontario only) can be substituted as a floater taken anytime within the calendar year.

**ARTICLE 21 - ANNUAL VACATIONS**

**21.01** An employee, in the year he is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Article:

- (a) ~~For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.~~
- (b) ~~For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.~~

**21.02**

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	3*
97	4*
17	5*
24	6**

**21.09** For the purpose of vacation selection, each ~~Tier-D~~ operations manager's group shall be considered a seniority unit.

**21.10** (a) For the purpose of determining the number of employees permitted on vacation at a time, the number of employees in a ~~Tier-D~~ operations manager's group on January 1st of the vacation year shall be used.

(b) Subject to section 21.12, a minimum of 20% of the employees in a ~~Tier-D~~ operations manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20% provided that the average within each two-month period starting January 1<sup>st</sup> of each year is not less than 20%.

**21.12** For the purpose of subsection 21.11 (a), the vacation schedule shall be prepared so that the total number of employees on vacation at any time during the period of June through September in a ~~Tier-D~~ operations manager's group does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.

**ARTICLE 22 - TRANSFERS AND REASSIGNMENTS**

**Definitions**

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation and/or another work location within the employee's headquarters, or in the case of an employee in Toronto or Montreal, within his headquarters and within a 20-airline km radius from his reporting centre.

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own, or in the case of an employee in Toronto or Montreal, to another headquarters or to a reporting centre other than his assigned reporting centre and more than 20 airline km from his assigned reporting centre.

**Transfers**

**22.03** Notwithstanding the provisions of sections 22.02, 22.10 and 22.11, the transfer of an employee to a special project or an assignment ~~such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre~~ to attend training courses, shall be for the period of the project, the assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

**22.10** In the selection of an employee for temporary transfer, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer **from the functional group** in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

**22.13 (b)** The provisions of subsection 22.13 (a) shall not apply to a temporary reassignment of an employee to a special project or an assignment ~~such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre~~ to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.04, for the duration of the temporary reassignment.

**ARTICLE 23 - TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID**

**Travel Allowance To and From the Job**

- 23.01** (a) Where the notice referred to in section 22.01 has been given and where an employee is assigned inside his headquarters
- (i) to a reporting centre ~~less than 32 km from his reporting centre, less than 22 km in the case of an employee in Montreal and Toronto~~ **Ontario**, that location shall become his reporting-centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.02 (b), paragraph (i), 30 days following the first day he reports, or the date of election, whichever comes first.
  - (ii) to a reporting centre ~~32 or more km from his reporting centre, 22 or more km in the case of an employee in Montreal and Toronto~~ **Ontario**, and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location.
- 23.02** (b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality ~~but within 32 km of his reporting centre, within 22 km in the case of an employee in Montreal and Toronto~~ **in Ontario**, and where there is no convenient public transportation to that job location, the employee may either:
- 23.04** (a) Except as otherwise provided in sections 23.05 and 23.06, the company agrees to reimburse employees for travel expenses when they have to use their vehicle as part of their duties or when they have to travel to a place other than the usual place of work. These fees are reimbursed according to Canada Revenue Agency (CRA) **current year**. All calculations utilizing Google Maps will be on round trip and utilizing the shortest distance excluding toll routes.
- 23.04** (b) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location which is further from his home than his reporting centre. **The reimbursement will apply to the difference (KM) between the employee's normal reporting location and the new reporting location. Travel time associated to the additional distance will be considered work time (based on Google estimates)**
- 23.05** Employees shall be entitled to living and transportation expenses, in lieu of travel allowance, for tours of duty beginning or ending at points between 32 and 75 km inclusive, 22 and 75 km inclusive in the case of an employee in ~~Montreal and Toronto~~, from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that
- 23.08** Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:
- (b) a per diem allowance of



- (i) ~~\$65.00~~ **\$72.00** per calendar day,  
if the employee is away for a full calendar day, or
- (ii) ~~\$12.00~~ **if** away over the breakfast period, ~~\$18.00~~ **20.00** if away over the lunch period, and ~~\$35.00~~ **40.00** if away over the dinner period,

**ARTICLE 26 - MISCELLANEOUS WORKING CONDITIONS**

**Tools**

**26.03** The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall **immediately** notify the company of **any** missing or broken tools.

**ARTICLE 31 - BEREAVEMENT LEAVE**

**31.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, son or daughter, bereavement leave with pay from ~~any of his scheduled tours of duty that occur during~~ **for five days immediately following the day of death. One (1) or two (2) of these days may not be consecutive when it is to attend the funeral whenever it occurs at a later date.**

**31.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, father or mother of common-law partner, sister-in-law, brother-in-law, the child of a spouse or common-law partner, sister or brother-in-law of spouse or common-law partner, son-in-law or daughter-in-law, or the son-in-law or daughter-in-law of spouse or common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three days. **One (1) or two (2) of these days may not be consecutive when it is to attend the funeral whenever it occurs at a later date.**

**31.03** The company may extend the periods of bereavement leave with pay provided for in sections 31.01 and 31.02 to ~~one week~~ **5 paid days** when it is necessary for the employee to leave the city in which he is employed.

**ARTICLE 36 - DURATION**

**36.01** This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30th, **2026**.

This Collective Agreement continues to apply until the signing of a new Memorandum of Agreement or a new Collective Agreement, subject to either party exercising the right to strike or lockout, in which case the Collective Agreement ceases to apply.

**WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 25th day of January 2024.

**UNIFOR**

~~Jean-Stephane Mayer~~  
~~Scott McIlmoyle~~  
~~Scott Shafer~~  
~~Gavin Parker-Nance~~  
~~Chris Nascimento~~  
~~Alain Barbeau~~  
~~Sébastien Grégoire~~  
**James Kay**

**Transervice Lease Co.**

Pierre Bujold  
Scott Misener  
Marie Line Boucher  
Cameron Arnott  
Jean-Marc Vanier

**ATTACHMENT B - LIST OF HEADQUARTERS**

**Headquarters - Attachment B**

Headquarter City	TLC LOCATION ST. ADDRESS	TLC LOCATION CITY
BARRIE	114 JOHN STREET	BARRIE
BELLEVILLE (TRENTON)	380 COLLEGE STREET EAST	BELLEVILLE
BRANTFORD	353 ELGIN STREET	BRANTFORD
LONDON	400 NEWBOLD STREET	LONDON
MARKHAM	40 ESNA PARK DRIVE	MARKHAM
NEWMARKET	76 MULOCK DRIVE	NEWMARKET
NORTH BAY	23 COMMERCE CRT.	NORTH BAY
OSHAWA	1235 BOUNDARY ROAD	OSHAWA
OTTAWA	340 MOODIE DRIVE	NEPEAN
	469 COVENTRY ROAD	OTTAWA
PETERBOROUGH	750 THE KINGSWAY	PETERBOROUGH
ST CATHARINES	475 EASTCHESTER AVENUE	ST CATHARINES
HAMILTON	160 BAY STREET NORTH	HAMILTON
	1171 PIONEER ROAD	BURLINGTON
HUNTSVILLE	4-104 LINDGREN RD. W.	HUNTSVILLE
SAULT-STE-MARIE	690 SECOND LINE EAST	SAULT-STE-MARIE
KINGSTON	810 FORTUNE CR.	KINGSTON
KITCHENER (CAMBRIDGE)	998 WILSON AVENUE	KITCHENER
SUDBURY	1028 LORNE STREET	SUDBURY
THUNDER BAY	605 BEAVERHALL PLACE	THUNDER BAY
TORONTO	831 PROGRESS AVENUE	SCARBOROUGH
	483 BAY ST B2,(S-1)	TORONTO
	55 NORTH QUEEN STREET WEST	ETOBICOKE
	71 RIVALDA ROAD	NORTH YORK
	16 NORELCO DR TRUCK SHOP	NORTH YORK
	3570 MAVIS ROAD	MISSISSAUGA
WINDSOR	1591 KILDARE ROAD	WINDSOR

**ATTACHMENT E - NORMAL SERVICING TERRITORIES (NST)**

Remove this ATTACHMENT as it has no relevance.

**NEW MEMORANDUM OF AGREEMENT - ADVANCED VEHICLE TECHNOLOGIES****ADVANCED VEHICLE TECHNOLOGIES  
MEMORANDUM OF AGREEMENT BETWEEN  
TRANSERVICE LEASE CO.****AND  
UNIFOR****REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE  
AND SERVICE ADVISER****1. Training Requirement:**

- a. The Company agrees to provide comprehensive training for employees affected in the repair, maintenance, or operation of vehicles with advanced technologies. This includes, but is not limited to, Electric Vehicles (EVs), Hybrid Vehicles, Hydrogen Vehicles, and any future vehicle technologies.
- b. Training shall cover all current and emerging technologies, safety protocols, technical specifications, and industry best practices.

**2. Employee Obligations:**

- a. Employees acknowledge the importance of staying current with technological advancements in the automotive and utility sectors and commit to participating in all relevant training programs provided by the Company.
- b. It is understood that employees who have not completed the required training shall not be expected to perform repairs, maintenance, or operations involving vehicles with advanced technologies.

**3. Competency-Based Assignment of Work:**

- a. The Company retains the right to assign tasks related to vehicles with advanced technologies based on employees' competency levels, skills, and qualifications acquired through training.
- b. Competency shall be assessed objectively, and assignments will be made with the primary consideration of ensuring safety, efficiency, and the effective operation of the workplace.
- c. In cases where competency levels are comparable, seniority shall be considered as a secondary factor in task assignments.

**4. Right to Refuse Unsafe Work:**

- a. The Company agrees to abide per Article 12 - SAFETY AND HEALTH.
- b. The Company agrees not to take any punitive action against employees who, in good faith, exercise their right to refuse unsafe work as outlined in this provision.

**5. Ongoing Training:**

- a. Recognizing the evolving nature of vehicle technology, the Company agrees to provide periodic updates and refresher training on advanced vehicle technologies to ensure employees' continued proficiency and safety.
- b. The company will post and canvass for all future training courses.

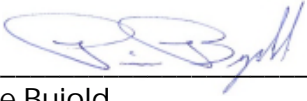
**6. Review and Consultation:**

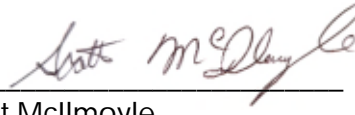
- a. The parties agree to periodically review the effectiveness of the training program and adjust as necessary through mutual consultation.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of November 24, 2023.

**Transervice Lease Co.**

**Unifor**

By:   
Pierre Bujold

By:   
Scott McIlmoyle

Date: Jan 25, 2024

Date: Jan 25, 2024

**ATTACHMENT C - WAGE SCHEDULES**

**Automobile Equipment Mechanic  
WAGE SCHEDULE 1**

	01-Dec-22		01-Dec-23	01-Dec-24	01-Dec-25
	2.00%		3.00%	3.00%	2.75%
Current CBA		Lump Sum	\$1,800		
Step 4	\$33.55	Step 1	\$34.56	\$35.60	\$36.58
Step 5	\$35.00	Step 2*	\$36.05	\$37.13	\$38.15
Step 6	\$36.45	Step 3	\$37.54	\$38.67	\$39.73
Step 7	\$37.90	Step 4	\$39.04	\$40.21	\$41.32
Step 8	\$39.35	Step 5	\$40.53	\$41.75	\$42.90
Step 9	\$40.81	Step 6	\$42.03	\$43.29	\$44.48

**Automobile Equipment Mechanic Apprentice  
WAGE SCHEDULE 2**

	01-Dec-22		01-Dec-23	01-Dec-24	01-Dec-25
	2.00%		3.00%	3.00%	2.75%
Current CBA		Lump Sum	\$950		
Step 4	\$20.15	Step 1	\$20.75	\$21.37	\$21.96
Step 5	\$21.19	Step 2	\$21.83	\$22.48	\$23.10
Step 6	\$22.23	Step 3	\$22.90	\$23.59	\$24.24
Step 7	\$23.27	Step 4	\$23.97	\$24.69	\$25.37
Step 8	\$24.32	Step 5	\$25.05	\$25.80	\$26.51

NOTE: The time intervals for each step shall be six months from hire date.  
 Apprentices will not be employed at the Call Center  
 Apprentice mechanics reaching step 5 and completing certification will move into the mechanics' wage schedule at his next scheduled wage progression. Company will pay for any certification or compliance requirements.

Automobile Service Adviser  
WAGE SCHEDULE 3

	01-Dec-22		01-Dec-23	01-Dec-24	01-Dec-25
	2.00%		3.00%	3.00%	2.75%
Current CBA		Lump Sum			
Step 3	\$24.57	Step 1	\$25.31	\$26.07	\$26.79
Step 4	\$26.65	Step 2	\$27.45	\$28.27	\$29.05
Step 5	\$28.73	Step 3	\$29.59	\$30.48	\$31.32
Step 6	\$30.81	Step 4	\$31.73	\$32.68	\$33.58
Step 7	\$32.90	Step 5	\$33.89	\$34.91	\$35.87

**ATTACHMENT F - SUPPLEMENTAL ALLOWANCE PLAN**

Table will be updated to new rates



**ATTACHMENT G - TRANSERVICE LEASE CO. BENEFITS /UNIFOR**

**FLEX DOLLARS**

Everyone receives **\$800.00** net.

**VISION**

Everyone receives **\$500.00** / 2 years. Language for included services will be clarified in ATTACHMENT

**New Registered Massage Therapy & Sport therapist**

**MAJOR MEDICAL**

Company will pay for doctor's note if requested by the Company **or insurance provider**