

SOURCE	COMP.		
EFF.	95	06	01
TERM.	98	05	31
No. OF EMPLOYEES	35		
NOMBRE D'EMPLOYÉS	S.A.		

COLLECTIVE AGREEMENT

BETWEEN :

LIDLAW TRANSIT LTD.

IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

AND :

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS

REPRESENTING THE GARAGE WORKERS OF LOCAL 4266D

Duration of Agreement:

June 1, 1995 to May 31, 1998

NOV 12 1995

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COLLECTIVE AGREEMENT

BETWEEN :

LIDLAW TRANSIT LTD.

in the Regional Municipality of Ottawa-Carleton
(hereinafter referred to as the "**Company**" of the first part)

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS

Representing the Garage Workers of Local **4266D**

In the Regional Municipality of Ottawa-Carleton

(hereinafter referred to as the "**Union**" of the second part)

DEFINITIONS

Company: Laidlaw Transit Ltd.
In the Regional Municipality of Ottawa
Carleton

Union: National Automobile, Aerospace,
Transportation & General Workers

Service: Length of time a person has worked for the
Company

Seniority: Length of service accumulated by an employee
in a position covered by this Agreement from
the **date** he last entered **into** the service of
the Company in a position covered by **this**
Agreement.

Employee: **A** person employed by the Company in a
position covered by this Agreement.

Grievanceman: Local member in good standing elected by the
garage membership.

Local Chairperson: Chairperson of **the** Local Grievance Committee
responsible mainly for grievances and
negotiations.

Accredited Rep: **An** appointed staff member of the National
Automobile, Aerospace, Transportation &
General Workers

Work Day: Eight (8) hours work shall be a work day.

Work Week: Five (5) **days** work shall be a work week.

Excepted Position: **A** position excluded from the bargaining unit.

Mutual Agreement: *An Agreement between the Accredited Representative of the Union and the Regional Vice President.*

WITNESSETH

That in the operation of the transportation services of the Company, both Parties herewith mutually agree as follows:

PREAMBLE AND RECOGNITION

1. It is the intent and purpose of this Agreement to promote and improve the industrial and economic relationships between the Company and its employees, and to set forth the basic Agreement respecting hours of work, rate of wages and other conditions of employment to be observed by the Parties hereto.

2. The Company recognizes the **National Automobile, Aerospace, Transportation & General Workers Local 4266D**, as the sole bargaining agency for all employees of the Company, as determined by the certification and agrees to negotiate with the Authorized Representative selected by the Union with the **object** of effecting a peaceful and amicable settlement of **any** differences that may arise between the Company and such employees.

3. The Union, having been recognized as the sole bargaining agent for all employees of the Company as determined by the certification dated December 19th, 1979, and all subsequent classifications that may be created, agrees to support and compel observance of all **rules** and regulations as laid down by **the Company** not in conflict with this Agreement.

4. In order to maintain good relations and in the interest of both Parties the Company and the Authorized Representative of the Union agree to meet during the period of the Agreement to discuss and settle all questions arising out of the interpretation of the Collective Agreement: or circumstances unforeseen pertaining to the Collective Agreement.

The contents of the understanding shall be drawn **up** in the form of a Memorandum of Agreement and signed by the Accredited Representative of the Union and the Regional Vice President to the Collective Agreement. Upon the signing of these memoranda, copies will be sent to each of the Parties..

5. The Union recognizes the right of the Company to **operate** and manage its business in all respects in accordance with its commitments and its responsibilities not in conflict with this Agreement.

6. Except in the case of an emergency, no work will be performed by employees in non-scheduled positions, when such work comes within the jurisdiction of the bargaining unit.

7. No other organization will be authorized or permitted to distribute literature or to solicit in any way whatsoever or be permitted to collect Union dues on the Company's premises.

8. During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike or slow **down**, and the Company **agrees** that there **will** be no lockout.

9. It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to do work for or on behalf of any Company where a strike is in progress.

ARTICLE 1 - SENIORITY

1.1 For the purpose of seniority, employees covered by this Agreement shall form one (1) seniority group with **a** seniority list for each garage location. In the event of a lay off, employees shall have seniority rights over junior employees for positions for which they are qualified in either Division. Except in the event of a lay off, or **as** stipulated in Clause 5.9, employees do not have transfer rights between Divisions.

1.2 Employees having sixty (60) days of actual work or less will be considered as on probation and if found unsuitable, will not be retained in the service of the Company. The affected employee shall not have access to the grievance procedure in the case of discharge.

1.3 (a) The seniority lists shall be posted on the Union notice boards in January of each year. The seniority lists shall show the date upon which each ~~employee's~~ service and classification commenced. The name of the employee shall be placed on the seniority lists within fifteen (15) days after commencing work in **a** position covered by this Agreement, **A** copy of the seniority lists shall be **furnished** to the Local Chairperson of the Union. The seniority lists shall be amended to include new and terminated employees in April and October of each year. These amendments do not constitute an official seniority list.

(b) **A** seniority status that has remained unchanged for three (3) consecutive postings shall be considered as permanently correct. However, protests with regard to seniority standing of

an employee within the above mentioned time period must be submitted in writing within sixty (60) calendar days from the date seniority lists are posted. When proof of error is presented by an employee or his representative, **such** error shall be corrected, and, when so corrected, the seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless concurred in writing by the Regional Vice President of the Company and the Accredited Representative of the Union.

NOTE: January shall be considered as the only official annual posting of the seniority lists. A seniority status that has remained unchanged for three (3) consecutive postings shall be considered as permanently correct.

(c) When two (2) or more employees begin work on the same date, seniority will be determined by lot.

1.4 Errors made to the seniority lists during compilation shall be corrected by the Local Representative and the Company within sixty (60) calendar days after the date of posting. **Any** errors reported after the sixty (60) days shall be corrected by the **Company and** the Accredited Representative where the change is supported by the recorded evidence.

1.5 The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority list of the garage from which he was appointed. Such employees shall continue to accumulate seniority for a period of one (1) year.

1.6 **An** employee so promoted when released may within five (5) days return to his former position and location if not occupied by a senior employee or exercise his seniority to positions which were bulletined during the time he occupied **such** excepted position.

1.7 The Company shall establish a system of on the **job** training for the employees who are required by the Company to upgrade their knowledge and skills and they shall be allowed a reasonable opportunity to learn the work. Opportunities for training shall be allocated according to seniority and qualification within the classification.

1.8 The Company shall assist employees **who** are required by the Company to attend training programs at approved institutions off the premises and outside their normal working hours. The employee shall be reimbursed for tuition, texts as prescribed by

the course and transportation when he has completed and passed the training **program**,

1.9 An employee may make written application to the Division Manager and District Director of Maintenance for consideration of advancement to official or excepted positions.

ARTICLE 2 - STAFF REDUCTION AND RECALL TO SERVICE

2.1 Should the Company decide on reducing personnel, the officers of the Company will discuss such matters with the Local Chairperson of the Union and consider any proposal made on behalf of the employees.

2.2 When reducing forces in a Division, the junior employee in the affected classification shall be notified at least ten (10) days prior to the effective date. The affected employee **may** exercise his seniority in either Division in another classification, displacing a junior employee, providing he has sufficient qualifications to perform the work.

2.3 A displaced employee **may** exercise his seniority in a classification other than his own in either Division, displacing a junior employee, provided he has sufficient qualifications to perform the **work**, failing which he shall:

- (a) exercise his seniority within his classification.
- (b) if he is unable to exercise his seniority he will be laid off.

2.4 To be eligible for recall a laid off employee must keep the Company informed of his current address.

2.5 A laid off employee who fails to report for duty after receiving notification by registered letter, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

2.6 A laid off employee who is otherwise employed at the time of recall may, without loss of seniority, refuse recall to a position of less than ninety (90) days duration, provided that another junior qualified laid off employee is available.

2.7 **Work** normally performed **by** employees in the bargaining unit shall not be contracted out if this would result in **the** layoff of employees in the unit.

ARTICLE 3 - APPRENTICES

3.1 **An** employee engaged as an apprentice to learn a trade as a Motor Vehicle Mechanic Class A/Body Shop Technician Class B, shall conform with the standards set up by the Ontario Apprenticeship Act as administered by the **Ministry** of Colleges and Universities.

3.2 **An** employee serving an apprenticeship shall serve in various duties related to that trade. After having completed his apprenticeship period and receiving proof of his qualification in the trade of Motor Vehicle Mechanic Class A/Body Shop Technician Class B, he shall be credited with full seniority from the date he began to work for the Company in that seniority group and be appointed to a position as Motor Vehicle Mechanic Class A/Body Shop Technician Class B.

3.3 **An** apprentice who fails to qualify within one (1) year from the date of the completion of requirements for apprenticeship program for the classification of Motor Vehicle Mechanic Class A/Body Shop Technician Class B may apply for other positions in his seniority group, and his seniority shall be from that date he last entered into service with the Company in this seniority group. **An** employee who does not qualify within one (1) year for a Class A Mechanic or Body Shop Class B license, and who does not bid on a service position at the next posting shall be terminated.

3.4 Apprentice employees shall be made aware of the contents of the Company progress report prior to the report being submitted to **the** Ministry of Labour for Ontario.

ARTICLE 4 - SERVICE CALLS

4.1 Except in an emergency, mechanical breakdown of buses within a thirty (30) KM radius shall be performed by one licensed mechanic or apprentice, or serviceman.

4.2 During inclement or cold weather, employees who are required to perform outdoor work will be provided with winter parka, overshoes and gloves.

4.3 Employees on service call after their regular hours of work will be paid at time and one half (1-1/2) their hourly rate with a minimum of one (1) hour if continuous with their assignment, or a minimum of four (4) hours if not continuous with their assignment.

4.4 **An** employee on a service call for three (3) hours or more will be entitled to meals, paid for by the Company, one (1)

for every four (4) hours thereafter, with a maximum of twenty-four dollars and forty five cents (\$24.45) per day. The maximum per meal is eight dollars and fifteen cents (\$8.15).

4.5 All other expenses that **may** be necessary shall be paid or reimbursed by the Company.

ARTICLE 5 - BULLETINING AND FILLING POSITIONS

5.1 When a new position or classification is created, or a vacancy occurs, of greater than ten (10) working days, the position shall be posted for a period of seven (7) working days and shall be open to all employees in their seniority group. A position or vacancy of **less** than ten (10) working days shall be filled without the necessity of a bulletin. The temporary job rate shall be the rate for the position according to Schedule "A". All temporary positions or vacancies of ten (10) working days or less will be discussed with the Local Chairperson before being filled.

5.2 The bulletin shall show location, descriptive classification, qualifications, rate of pay, hours of work, rest days, duration (if temporary), the designated officer, and the effective date, **and** shall be posted for a period of seven (7) working days in the regular place agreed to by the Parties for that purpose. Copies of all bulletins and applications shall be furnished to the Local Chairperson. The posting of notices of vacancies shall be at the Innes **Road** and Cumberland Divisions. Employees working at other locations shall be responsible for informing themselves of opportunities should they have the necessary qualifications and seniority.

5.3 Employees desiring such positions shall, within seven (7) working days, sign their name on the posted bulletin during their assigned hours. The name of the successful applicant shall be posted within three (3) **days**.

5.4 **The** successful applicant will receive a full explanation and will be shown the duties of the position to enable him to demonstrate his ability to sufficiently perform the work within a reasonable probationary period of up to thirty (30) working days, which may be extended by mutual Agreement in writing, the length of time dependent upon the character of the work. Failing to demonstrate his ability to sufficiently perform the work, the employee shall return to **his** former position without loss of seniority.

5.5 An employee who has applied for any of the above and was senior to the successful applicant and maintains that he had sufficient qualifications to perform the work may file a grievance in accordance with the provision of Article 14.

5.6 An employee returning to his former position from leave of absence, sickness or vacation, may, within five (5) working days, exercise his seniority to any bulletined positions or vacancies during his absence, provided he has sufficient qualifications to perform the work.

5.7 A position shall be declared abolished and bulletined when:

- (a) the hours of work are changed;
- (b) the rate of pay is changed;
- (c) the days off duty are changed;

The employee affected shall exercise his seniority in accordance with the provisions of Article 2. Discussions concerning the application of this Article shall be between the Company representatives and the Local Chairperson and his assistant.

5.8 The position of **Lead** Hand shall be filled and renewed by the Company on the basis of knowledge, suitability and ability to do the work required. Management will be the judge of qualifications.

5.9 Except as stipulated in Article 5.8, when a new position or permanent vacancy is created it will be posted at both garage locations and will be awarded to the senior qualified employee. Subsequent vacancies will be offered verbally to all employees in order of seniority and classification in the presence of the Local Chairperson for the garage.

ARTICLE 6 - HOURS OF WORK AND MEAL PERIODS

6.1 All shop employees are expected to be ready at their work station to commence work at the beginning of each work period.

6.2 All employees shall be assigned eight (8) consecutive **hours** per day, exclusive of meal period for five (5) days per week.

6.3 All employees shall be assigned one (1) hour as a meal period between the fourth (4th) and the sixth (6th) hours of his assignment.

6.4 If an employee works his full assigned meal period, he shall be paid time and one half (1-1/2) his hourly rate and be

granted one half (1/2) hour to eat at the first opportunity without loss of pay. If an employee works only part of his assigned meal period, he may be paid for all time worked at regular time or take his time off as a meal period.

6.5 All employees shall be granted two (2) rest periods of fifteen (15) minutes, one (1) in the first half (1/2) and one (1) in the second half (1/2) of his assignment, unless otherwise agreed by the Union and the Company.

6.6 Five (5) minutes will be allowed for washing up and removing coveralls, at the end of the day's work. Five (5) minutes washing time will be allowed at lunch time.

6.7 The normal hours of operation for garage employees will be eight (8) hours per day, five (5) **days** per week exclusive of statutory holidays. A fixed work schedule shall be posted every **six** (6) months at December 1 and June 1. The schedule as posted cannot be changed to absorb overtime. **Any** change after the posting of the shift schedule that is necessary for operational requirements shall not be posted until agreed to between the National Representative of the Union and the Regional Vice President or his designate.

6.8 All positions shall be declared vacant and bulletined in order to **allow** all employees to choose their assignment in accordance with their qualifications and seniority.

ARTICLE 7 - OVERTIME AND CALLS

7.1 Time worked by an employee continuous with before or after his regular assigned hours shall be considered overtime and shall be paid for at one and one half (1-1/2) times his rate of pay. The overtime rate shall only **apply** for time worked in excess of eight (8) hours in a day. All overtime is voluntary but in an emergency the most junior qualified employee must accept the overtime.

7.2 **An** employee working overtime not continuous with before or after his assigned hours shall be paid a minimum of four (4) hours at **one and one half (1-1/2) times** the hourly rate **for** each call in one (1) day. The Company will make reasonable effort to notify employees three hours prior to the ending of their shift of contemplated overtime assignments.

7.3 **An** employee scheduled to work on an assigned day of rest shall receive the greater of the time spent working or four (4) hours at the overtime rate of pay of time and one half (1-1/2), except that an employee who has worked on both his first

and second day of rest, shall receive the greater of, the time spent working at two (2) times the employee's regular rate of pay, or the four (4) hour minimum at double time.

7.4 In case of emergency, if an employee is required immediately, the Company shall pay the cost of his transportation, if such is necessary.

7.5 Overtime shall be called by seniority and classification, continuous with before, or after his regularly assigned hours of work, unless otherwise agreed to by the Union.

7.6 Planned overtime shall be posted at least twenty-four (24) hours before the scheduled overtime is to take place.

7.7 **An** employees may bank up to twenty-four (24) hours on the basis of one (1) hour banked for one (1) hour worked. Employees who wish to take time off using the time banked shall make application to the foreman in writing at least two (2) weeks in advance of the time off. In the case an employee cannot take the banked time off before December 31 each year, the employee will be paid for the hours banked on the basis of time and one half (1-1/2).

ARTICLE 8 - ASSIGNED DAYS OFF DUTY

8.1 **An** employee shall be assigned two (2) consecutive days off duty each week. Such assigned days off duty shall be consecutive. Except for Christmas and New Years holidays, days off duty may be changed, by mutual agreement between the Union and the Company, to more consecutive days off with the holiday.

8.2 The Company **shall** notify employees required to work on their regular assigned day off at least one (1) full working day before, except in the case of an emergency.

ARTICLE 9 - RELIEF WORK AND P _____

9.1 The rates of pay for **newly** created classifications shall be negotiated between the Accredited Representative of the Union and the Regional Vice President of Laidlaw Transit Ltd, or his designate. The new classification and rate of pay shall be included in a revised Schedule "A" and signed by the Accredited Representative of the Union and Regional Vice President of Laidlaw Transit Ltd, or his designate.

9.2 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

9.3 An employee temporarily assigned to a higher rated position shall receive the higher rate of pay on the minute basis. He shall not have his regular rate reduced if his assignment is on a lower rated position.

9.4 If a newly created position or classification causes a grievance, the position or classification shall not be established until the matter is settled.

ARTICLE 10 - STATUTORY HOLIDAYS

10.1 The following days shall be recognized as paid holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, Boxing Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Easter Monday (effective January 1, 1997 for Easter Monday).

10.2 To qualify for any general holiday pay, an employee must have worked or been available for work on **his** last scheduled work day prior to and following the paid holiday. An employee shall not be **disqualified** from receiving general holiday pay under this Article in the event that he is absent from work on the preceding day due to an authorized leave of absence or in the event that he is prevented from performing service for the Company due to a personal injury which is not covered by Workers' Compensation, or due to illness with medical certificate. If an employee has been laid off on the work day immediately preceding a general holiday or on leave of absence, he shall not be disqualified from receiving holiday pay provided he has worked at least two (2) days in the calendar week in which the general holiday **falls**.

10.3 Employees who are required to work on a holiday for which they are qualified for holiday pay in accordance with Clause 10.2, shall be called, on a seniority basis and voluntarily, and will be paid one and one half (**1-1/2**) times the hourly rate of pay and granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment, at a mutually agreed time. So far as practicable, such day off will be consecutive with a regular day off or with his vacation period. The most junior employee must accept the call.

10.4 Failing the granting of time off in lieu of holiday worked in accordance with the provision of Clause 10.3, an

employee will be paid for the work he performed within regularly assigned hours at his hourly rate before the end of that year.

10.5 If one **(1)** of those paid holidays falls on an employee's assigned day off, or on his vacation, the previous or following working day will be considered a paid **holiday** at the **rate** of pay mentioned above.

ARTICLE 11 - VACATIONS

11.1 All vacation entitlement shall be calculated on the basis of time worked from the **first pay** period in **June annually** to the last pay period in **May**. A statement of the gross earnings of an employee of the previous year from June 1 to May 31 shall be included with his holiday pay. Gross earnings means all income earned during the year excluding tool and boot allowances.

Employees shall receive vacations on the following basis:

- (a) All employees with less than one **(1) year** of service shall receive vacation with pay at the rate of four **(4%)** percent of his gross earnings for that year.
- (b) Employees who have maintained an employment relationship with the Company of one **(1) year** or more shall receive a vacation of two **(2) weeks** with pay, or four **(4%)** percent of his gross earnings of the previous year, whichever is greater.
- (c) Employees who have maintained an employment relationship with the Company of five **(5) years** or more shall receive a vacation of three **(3) weeks** with pay or six **(6%)** percent of his gross earnings of the previous year, whichever is the greater.
- (d) Employees who have maintained an employment relationship with the Company of ten **(10) years** or more, shall receive a vacation of four **(4) weeks** with pay, or eight **(8%)** percent of his gross earnings of the previous year, whichever is greater.
- (e) Employees who have maintained an employment relationship with the Company of twenty **(20) years** or more, shall receive a vacation of five **(5) weeks** with pay, or ten **(10%)** percent of his gross earnings of the previous year, whichever is greater.

NOTE: A **statement** of the **gross earnings** of an employee shall be included with his holiday pay. An employee shall be paid **his holiday pay** on the last pay before taking his holidays.

11.2 For the purpose of computing service qualifications of an employee to be entitled to vacations, total time off due to personal illness or leave of absence or non-compensable personal injury or for the purpose of attending committee meetings up to fifty (50) working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from service in the case of **injury** for which the employee received Workers' Compensation up to a maximum of one hundred (100) working days. In any case of personal illness or non-compensable personal injury the Company shall have the right to request a medical certificate from the employee. Total time off in any calendar year in excess of the number of days mentioned above shall be deducted when computing service and in that event, a vacation credit shall be reduced on a pro rata basis.

11.3 Vacation schedules shall be formulated annually as a result of joint discussions between the Company and the Union. These schedules must be posted by the Company in the first week of March and employees, in order of seniority, must make their selections prior to the 31st of March. These schedules must be finalized and posted by April 15th in each year. It is further understood that the Company shall notify the employees no later than March 15th if the garage will be closed at any time during the summer months.

11.4 Unless mutually agreed, employees who do not **apply** for vacation prior to the 15th of April shall be required to take their vacation at a time prescribed by the Company, except in cases of illness or on a leave of absence.

11.5 **An** employee who leaves the service of the Company for any reason when he has to his credit a period of accumulated vacation or an amount of vacation money to **his** credit in accordance with the terms of this Agreement shall receive the amount of unused vacation credit accruing to him and calculated to the date of his separation from the Company. Any such vacation credit shall be paid to him at the time of separation.

11.6 **An** employee who is laid off shall be paid for any vacation credit still due to him for service in the previous year, and if not recalled to the service will, upon application, be allowed pay in lieu of any vacation due him for the current year..

11.7 **An individual who:**

- (1) leaves the service of his own accord;

(2) is dismissed for cause and not reinstated in his former seniority standing within one (1) year of date of **such** dismissal will, if subsequently returned to the service, be required to again qualify for vacation with pay. He may be reinstated with his seniority only by mutual agreement between the Company and the Union.

11.8 An employee who is accepted for employment and has transferred from another Division within the Company from Ontario or Quebec shall have his past service calculated in the allocation of vacation.

ARTICLE 12 - HEALTH AND WELFARE PLAN

12.1 All employees with ninety (90) days service with the Company will be provided with insurable benefits to cover life, sickness and accident, weekly indemnity, and drugs, and the Company will pay ninety (90%) percent of the cost of same.

Life Insurance.....\$25,000.00
Accidental Death and Dismemberment...\$25,000.00
Weekly Indemnity Benefit maintained at level required to meet U.I.C. registered criteria.

12.2 Employees will be reimbursed up to \$135.00 effective June 1, 1996, during the contract for one (1) pair of prescription corrective safety glasses.

12.3 When a member of the employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) days immediately following the day of death. If any of the three (3) days coincide with a normal working day and the employee has three months of continuous service at the time of death, he/she is entitled to a normal days pay for such days. The intent of the legislation is to provide employees with three (3) days off without loss of income. Immediate family means "spouse, parents, children, sister, brother, father/mother-in-law, sister/brother-in-law, grandparents of the employee, and includes any relative permanently residing in the employee's household or with whom the employee resides",

ARTICLE 13 - OF ABSENCE

13.1 The Local Chairperson or acting Local Chairperson shall be granted leave of absence with pay, not to exceed eight (8) hours a month, for investigation, consideration, adjustment of grievances and Union business that is related to the business of the employees, provided that in granting such leave of absence

the employer will not be required to pay overtime **rates** to any relieving employee.

13.2 One (1) appointed or elected delegate shall be granted leave of absence without pay to attend general business and conventions of the Union.

13.3 The Employer may grant leave of absence without pay to any employee for legitimate reasons, and the request for such leave and the permission shall be in writing.

13.4 **An** employee who wishes to attend a course to better his situation may be granted leave of absence for that purpose for the full time period of the course, without pay. If refused by the Company, an employee may have recourse to the grievance procedure.

13.5 **An** employee who fails to report for duty on expiration of a leave of absence shall forfeit his seniority and his name will be removed from the seniority list.

13.6 Proof of illness or any other reason acceptable to the Division Manager preventing return to work upon expiration of the leave of absence shall excuse an employee's failure to return at that time.

13.7 Upon return from leave of absence an employee shall resume his former position or may exercise his seniority rights within five (5) days to any position which was bulletined during his absence.

ARTICLE 14 - DISCIPLINE AND GRIEVANCE PROCEDURE

14.1 **An** employee having sixty (60) working days seniority will not be disciplined or discharged from the service until a hearing has been heard. No offence dating back more than twelve (12) working months on the part of an employee can be invoked afterwards if no other offence of the same nature occurred during the same period.

The following special procedure shall be applicable to a grievance alleging **improper** discharge or discipline of an employee:

- (a) **An** employee subject to discipline or discharge shall be informed of same as soon as the offence becomes known to Management and shall receive a hearing within five (5) days of Management's knowledge of the offence. The employee, or his representative, shall be given, in writing, a complete list of charges against him and any evidence to substantiate it, when notified of the

hearing. It is understood that Management has the right to introduce any new evidence which may be acquired subsequent to the employee being notified of the hearing. At the hearing, Management shall present evidence and/or witnesses to support his case. The employee must also be represented by local union representation and/or Accredited Representative of the Union. Management will render their decision of the hearing within seven (7) days thereafter. If the employee is not satisfied with the decision, he may process his case further, commencing at Step 3 of the Grievance Procedure.

14.2 For any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels he has been unjustly dealt with, the following procedure shall be followed:

- Step 1** The grievance shall be in writing, a copy of which shall be given to the Manager, or representative, and to the employee's Steward. The grievance must be presented to the Manager, or representative, within seven (7) working days after the occurrence of the matter complained of and the Manager, or representative, shall answer the grievance presented to him in writing, within seven (7) working days after he has received it. The grievance must be in a legible form and signed by the employee.
- Step 2** If the matter has not been settled, the **Local** Chairperson of the employee involved may, within fifteen (15) working days after receiving the written answer from the Manager, present the grievance in writing to the Vice President or his nominee, who shall render his decision in writing within fifteen (15) working days after receiving it.
- Step 3** If the matter is not settled the Accredited Representative may, within eighteen (18) working days after receiving a written decision of the Vice President or his nominee present the grievance to the President of the Company or his nominee. Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee (consisting of two (2) members

only) which will take place in eighteen (18) working days after the grievance has been presented to the President or his nominee.

14.3 In the event that the matter has not been settled either party may, within ten (10) working days of the aforesaid meeting contact the other party in an endeavor to agree to a single arbitrator. Failing agreement within five (5) working days, arbitration will be instituted under the following conditions:

The party desiring arbitration will give the other party a written notice of its intention and this notice shall **state** the specific matter to be dealt with at arbitration and the specific relief sought by the party. The party referring the matter to arbitration shall **name** its nominee to the arbitration board within five (5) working days after receiving a notice. Should either party fail to appoint a nominee he shall be appointed at the request of the other nominee by Labour Canada.

14.4 The two (2) nominees of the Parties shall, within five (5) working days appoint or select a Chairperson for the Arbitration Board, but if they are not able to agree on the selection of a Chairperson, they shall request Labour Canada to make the appointment.

14.5 The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all Parties concerned. If there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

14.6 Each of the Parties hereto shall bear the expense of its **own** representative to a **Board** of Arbitration and the Parties shall jointly and equally bear the expense, if any, of the third party of such Arbitration Board, or single arbitrator.

14.7 No matter shall be submitted to a Board of Arbitration which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.

14.8 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within ten (10) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Local Chairperson submitting a statement of the claim to the Vice

President or his nominee who shall answer same in writing within ten (10) working days and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the Vice President or **his** nominee submitting a written statement of the grievance to the Local Chairperson of the Union. He shall answer the grievance in writing within ten (10) working days and if the matter is not settled, there shall be a meeting between the Local Chairperson and Management within ten (10) working days after the Local Chairperson has submitted his **answer**. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

14.9 All time limits specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when **a** person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, then the Parties will cooperate to provide a reasonable extension of **a** time limit as specified for the presentation, processing or discussion of the grievance.

14.10 Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance will be processed to the **next** step in the grievance procedure.

14.11 Times set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

14.12 Disciplinary action, where necessary, will not be unduly delayed.

14.13 A grievance concerning the discharge or discipline of an employee may be processed commencing **at** Step 3 of the grievance procedure and within seven (7) working days of the date the employee is notified of the discipline.

14.14 The decision of the Arbitrator shall be final and binding on all Parties.

ARTICLE - D DEDUCTION OF DUES

15.1 The Company shall deduct on the payroll for the last pay period of each month from the wages due and payable to each employee occupying a scheduled position an amount equivalent to the uniform monthly dues of the Union subject to the conditions and exceptions set forth hereunder.

The Company shall forward the name and address of new employees to the Union not later than fifteen (15) **days** after their employment.

15.2 The amount to **be** deducted shall be equivalent to the uniform regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this **Agreement**, excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union, of the amount of regular monthly dues.

15.3 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other **such** applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour **or** religion.

15.4 Deductions shall commence on the payroll for the last **pay** period of the calendar month following completion of thirty (30) calendar days after date of first service in a scheduled position.

15.5 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.

15.6 The amount of dues so deducted from wages accompanied by a statement of deductions from **individuals** shall be remitted by the Company to the officer **or** officers of the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.

ARTICLE 16 - ATTENDING COURT AND JURY DUTY

16.1 **An** employee who is summoned to serve as a juror or is required by writ of subpoena to appear in court as a witness will be paid his regular hourly rate of pay for time required to be in **court**, provided the employee presents the employer with the process which required his presence in court, and pays over to the employer the amount received by ~~serv~~ing as such juror or witness.

16.2 Employees held for the Company's investigation and no responsibility being attached to them in connection with the matter under investigation or Company business, on the order of

Management, will, if required to lose time by reason thereof, be paid for the time lost. If no time is lost, they will be paid for actual time held at their basic rate, plus expenses agreed upon by Management and the Local Chairperson. When employees are called on their weekly days off, they will be paid for the actual time held.

ARTICLE 17 - REHABILITATION

17.1 When mutually agreed between the proper officer of **the** Company and the Accredited Representative and/or Local Chairperson, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him. **An** employee placed in another seniority section will accumulate seniority in such section only from the date he starts work herein.

17.2 In dealing with incapacitated employees, seniority (**so** determined by service under this Agreement) shall govern in respect of preference of shift and employment.

17.3 **An** employee placed in a position **under** the provisions of this Article shall not be displaced by an able-bodied employee, so long as he remains in such position. Should he subsequently recuperate, he shall be subject to rules of this Article prior to an appointment being made.

17.4 The Company shall furnish in writing the Accredited Representative and/or Local Chairperson with full particulars of each case subject to rules of this Article prior to an appointment being made.

ARTICLE 18 - GENERAL

18.1 **Service Letters** • The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice shall, upon request, be given a Record of Employment and will be paid as soon as possible.

18.2 **Locker and Washroom Facilities** • Adequate locker and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Company.

18.3 Posting of Union Notices - Notices of interest to employees may be posted on the premises by the Union. Notice boards for this purpose shall be provided by the Company.

18.4 Out of Town Work - Employees required to perform work for the Company at out of town locations shall be paid the full cost: of hotel accommodation and meals, provided in Article 4.4. The Company shall supply the transportation and, if unable to do so, will pay a car allowance of twenty-five (.25) cents per kilometre and cost of parking. The Company agrees to provide an equivalent expense amount in advance.

18.5 Labour-Management Consultation Committee - The Company and the Union agree to cooperate in the establishment and operation of a joint labour-management consultation committee, composed of an equal number of representatives of the Company and its employees, and governed by rules and regulations mutually drawn up and agreed upon. The object of this Committee shall be:

To provide and facilitate co-operation and participation to bring forward ways and means of improving production efficiency, promoting fuller understanding and confidence between Management and Labour and maintaining harmonious mutual relations between them.

18.6 Occupational Health and Safety Committee - A committee of three (3) representatives shall be established - two (2) from the Union and one (1) from Management. The object of this committee shall be to promote safety and health conditions in the shop and to recommend the type of equipment to be provided to the garage employees.

The Committee shall meet once a month and make their recommendations to Management, in writing. Management shall give their earnest attention to these recommendations. Cases of health or safety **can** be processed to the Grievance Committee for its action.

18.7 Tool Allowance and Insurance

1. Licensed Mechanics and Apprentices

A tool allowance of two hundred twenty dollars (\$220.00) will be paid on the first pay of December, effective June 1, 1996, to **all** employees **who** require tools to perform their duties.

Servicemen

A tool allowance of two hundred twenty (\$220.00) dollars will be paid on the first pay of December, (effective

ARTICLE 19 - FREE TRANSPORTATION

19.1 Free transportation will be granted to all employees on line runs operated by the Company, **and all** employees of more than one year of service may request family passes, periodically, or at least three times a year.

ARTICLE 20 - RETIREMENT SAVINGS PLAN

20.1 The pension plan known as the Laidlaw Group Retirement Savings Plan shall be available to the employees covered by **this** Collective Agreement. It is understood and agreed that this plan is not negotiable. A copy of the plan literature for employees will be made available to current participants

ARTICLE 21 - DURATION OF AGREEMENT

21.1 This Agreement shall be effective as of June 1, 1995, and shall remain in full force and effect **up to and including** May 31, 1998, and thereafter, subject to not more than ninety (90) days and not **less** than thirty (30) days notice in writing from either party thereto, of its desire to revise or amend this Agreement.

21.2 Retroactive pay will be paid to **all** employees employed **at** the date of ratification within thirty (30) days of such date on a separate cheque.

Signed at Hull, Quebec, on the 4th day of January 1996

FOR THE COMPANY:

[Handwritten signature]

FOR THE UNION:

[Handwritten signature]

Jean Ouellette Sept. 5, 1996.
[Handwritten signature]

LETTER OF UNDERSTANDING:

January 4, 1996.

Mr. Edouard Torre,
National Automobile, Aerospace, Transportation & General Workers,
2841 Riverside Drive,
3rd Floor,
Ottawa, Ontario
K1V 8X7

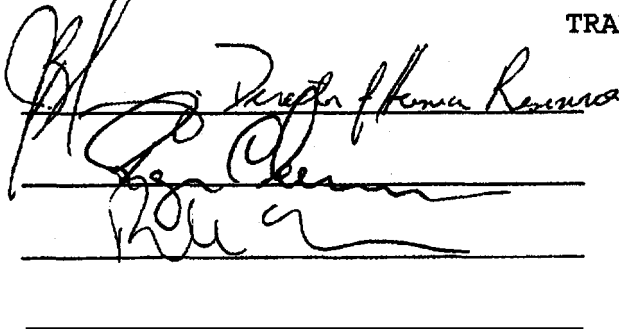
The Parties agree that the change to Clause 6.7 is not intended to change the hours of work scheduled for mechanics who predominantly perform maintenance or other duties for the school bus operations.

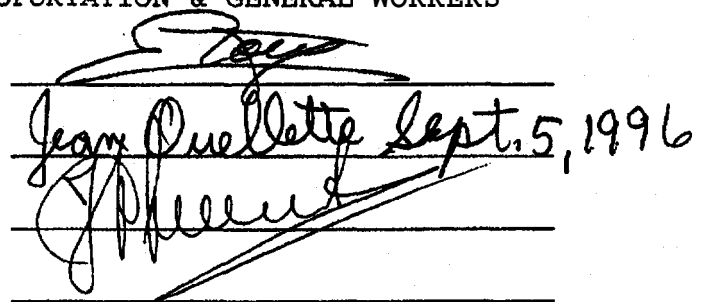
The Parties recognize and agree that effective June 1, 1996, the hours of operation for mechanics and shop personnel who predominately perform maintenance or other duties for the Para Transpo operations shall be established and posted. These hours shall be established recognizing the operational requirements which could include shift work and/or split shift operations.

The Parties recognize that from the commencement of the **Para** Transpo operations the Company shall establish such schedule of work as **may** be necessary to cover the requirements.

LIDLAW TRANSIT LTD.

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION & GENERAL WORKERS**





Jean Duquette Sept. 5, 1996

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