

SOURCE	Comp.		
EFF.	90	07	01
TERM.	92	06	30
No. OF EMPLOYEES	291		
NOMBRE D'EMPLOYÉS	291		

COLLECTIVE AGREEMENT

BETWEEN:

LIDLAW TRANSIT LTD.

Innes Road Division
and
Cumberland Division

AND:

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT & GENERAL WORKERS

Dated At Ottawa

April 22, 1991

SEP - 8 1992

03725(04)

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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 Canadian Brotherhood of Railway, Transport and General Workers 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 Brotherhood with the object of effecting a peaceful and amicable settlement of any differences that may arise between the Company and such employees.

3. The Brotherhood, having been **recognized** as the sole bargaining agent for all employees of the Company as determined by the Certification, agree 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 Brotherhood 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.

5. The contents of the understanding shall be drawn up in the form of a Memorandum of Agreement and signed by the signatories to the Collective Agreement or their successors. Upon the signing of these memoranda, copies will be sent to each of the parties.

6. The Brotherhood **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.

7. Bargaining unit work shall be performed by employees in the bargaining unit, except in the case of emergencies.

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8. 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.

Strikes and Lockouts

9. 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.

10. It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive for or on behalf of any Company where a strike is in progress. School runs normally operated by **Laidlaw** may be performed even if there is a strike at a school providing the loading or unloading is arranged adjacent to the school property.

Definitions

Company: Laidlaw Transit Ltd., 1550 Innes Road, Ottawa, Ontario
(Innes Road Division)
Laidlaw Transit Ltd., Cumberland, Ont.
(Cumberland Division)

Union: Canadian Brotherhood of Railway, Transport and
General Workers.

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

Seniority: The service time accumulated by the employee in a group
covered by this Agreement.

Employee: A person employed by the Company, and who is working in
a position covered by this agreement must be the bearer
of a valid school bus licence, issued by the Province of
Ontario.

Employees who normally and consistently work twenty-five
(25) hours per week or more on regular scheduled school
routes or at O.B.E. shall be classified as full time
employees.

A part time employee under this agreement will be
defined as any employee who normally and consistently
works a minimum of two (2) of the following per
weekday: An A.M. school route, a P.M. school route, a
kindergarten school route, a late run. A part time
employee will normally and consistently work less than
twenty-five (25) hours per week on regular scheduled
school routes.

A casual employee under this agreement will be defined
as any employee who does not meet the conditions of a

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full or part time employee. A casual employee will not accumulate seniority. Casual employees will be placed at the bottom of the sign up sheets for charters and programs each day of the week including Saturday and Sunday.

Local Chairman: Chairman of the Local Grievance Committee, at times referred to as Local Representative. He is mainly responsible for supervision of local grievances and negotiations.

Authorized Local Representative: Local member in good standing appointed by the Local Chairman or Grievance Committee.

Accredited Representative or Authorized Representative: An appointed staff member of the Canadian Brotherhood of Railway, Transport and General Workers.

Working Day: For the purpose of defining a probationary period, any assignment in a day shall constitute a day's work.

Program: A piece of work that may require one or more days per week or per month on a continuous basis. A posted program employee becomes a restricted driver and cannot accept other work that would interfere with that program.

School Bus Operator: An employee who posts himself, or who is assigned to, a regular school route for a postal period of one year, and who may perform charters.
(Refer to Schedule A for rates of pay).

Stand By or Spare Operator: When a driver is placed on standby by

Dispatch the employee shall be paid for the time he has waited plus the time to complete the run at school run rate.

School Supervisors Seven (\$7.00) dollars per day

Article 1 - Seniority

1.1 (a) For the purpose of seniority, employees covered by this agreement shall form one seniority group. There will be a master seniority list for all employees and a separate sub seniority list for each division. It is understood casual employees do not accumulate seniority. Those employees holding seniority as at June 30th, 1982, and so defined as casual shall be credited with all seniority earned to date. However, in the event a casual employee qualifies as part-time or **full-time**, as defined in the definition, he shall commence to accumulate seniority from his date of qualification. Drivers may transfer from one division to the other by making written request to their division manager by June 30th. Transfers will be subject to mutual agreement between the Company and the Union and such agreement will not be unreasonably withheld.

1.1 (b) All kindergarten runs will be awarded to the employee with the greatest seniority serving that geographic area within a radius of eight (8) km according to the Board served by each division.

1.1 (c) The a.m. and p.m. run will be determined according to your place of residence. Serving the geographical area means the first school or program the driver serves in the a.m.

1.2 A newly hired employee shall be on probation for sixty (60) working days from the date of hiring. Days worked need not be

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consecutive for purposes of calculating the period of probation. During the probationary period of sixty (60) working days in the service of the Company, the employee shall be on trial and shall have recourse to the grievance procedure in the case of discharge. After the completion of the probationary period seniority shall be effective from the original date of employment.

1.3 An employee shall lose his seniority and be deemed to have quit the employ of the Company in the following circumstances:

- a) if he is discharged for just cause and is not reinstated.
- b) if he resigns voluntarily.
- c) if, following lay-off, he fails to return to work within seven (7) working days after receiving notice by registered mail to do so, unless just cause exists.
- d) if he accepts other employment that prevents him from performing his normal school bus driving duties.
- e) if he/she accepts full or part-time employment with another school bus company.

NOTE: September 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**.

The seniority of an employee cannot be severed by the company unless agreed to by the Union.

1.4 The seniority lists shall be posted on the union notice boards in September of each year. The master seniority list shall show the date upon which each employee's service commenced. The name of the

employee shall be placed on the seniority list within fifteen (15) days after commencing work in a position covered by this agreement. A copy of the master seniority list and sub seniority lists shall be furnished to the Local Chairman of the Brotherhood.

The seniority lists shall be amended to include new and terminated employees in January and May of each year. These amendments do not constitute an official seniority list.

A copy of all terminated and employees who have resigned to be given to the Local Chairperson, whenever possible.

1.5 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 Appointed Manager of the Company and the Accredited Representative of the Brotherhood.

NOTE: All employees (Laidlaw) from another bargaining unit shall not retain their seniority within this bargaining unit with the exception of **Cumberland** Division and **Innes** Road Division, all other employees from other divisions must relinquish their seniority.

1.6 If an assigned School Bus Employee moves to a location where he is unable to carry on his present school run, this employee shall be entitled to exercise his seniority only when a vacancy occurs, or at

the next booking of school runs at which time he shall have full seniority.

1.7 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred or promoted to a position outside the bargaining unit, he shall retain and continue to accumulate his seniority for a period of **12** months from first day of transfer. An employee remaining outside the bargaining unit longer than **12** months shall relinquish all his accumulated seniority and his name shall be removed from the seniority list. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority within the **12** months period providing there is a vacancy. It is clearly understood that such employee shall have no "bumping rights? An employee returning to the bargaining unit under the provisions of this article must, within five **(5)** working days of his decision to return, notify the Company and the Union in writing of his intent to return, failing which he shall forfeit his seniority in the bargaining unit. It is also understood however, that the employee shall have no right to return to the bargaining unit if the employee was terminated for just cause or for a period longer than **12** months, providing the employee has given written notice to the Company and the union and the company and the Union mutually agree.

1.8 Except as provided in Article **1.3** the seniority of an employee cannot be severed by the company unless agreed to by the Union-
The **O.B.E.** will determine the assignment of **full-time** employees for all regular driving work including Christmas and March break. **O.B.E.**

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positions during July and August will be deemed to be a continuous program.

Article 2 - Staff Reduction and Recall to Service

2.1 Should the company decide on reducing personnel, the Division Manager will discuss such matters with the Local Chairperson of the Brotherhood and consider any proposal made on behalf of the employees.

2.2 When reducing forces, senior employees with sufficient qualifications to perform the work will be retained.

2.3 Any employee whose position is abolished or who is displaced shall exercise his seniority rights within five (5) working days of the notice of this abolishment of displacement, provided he is sufficiently qualified to perform the work. If any employee fails to exercise his seniority rights without giving a satisfactory explanation to the company, he will be considered as having voluntarily quit.

2.4 When an employee is laid-off he should immediately register his name with the Head Dispatcher and Local Chairman of the Brotherhood.

2.5 A laid-off employee who desires to return to service when work is available for him, on a periodic basis, will keep the Head Dispatcher of the Company advised of his present address and telephone number so that he may be readily located and called in order of seniority. If the call for work is for a laid-off employee, he will have the right to refuse or accept, providing he is not the most junior employee; the most junior employee must accept.

2.6 A laid-off employee shall be recalled to service in order of seniority when staff is increased or when vacancies occur, except when the employee is employed elsewhere at the time of recall, in which case

he is not compelled to report back to work unless the duration is for more than thirty (30) working days.

2.7 When an employee is recalled to service, the company will send to his last known address a registered letter giving him seven (7) days from the date the letter is received, in which to report back to work. A copy of this letter shall be mailed to the Local Chairman of the Brotherhood. An employee who does not report within this period, except when medical proof of illness is provided, shall forfeit his seniority. The above provision does not apply to employees laid-off from work because of the holiday period.

Article 3 - Booking, Bulletining and Postings

3.1 It is understood that due to the nature of the business of the company, school routes have priority over all other work. It is further understood that a school route or combination of school routes can preclude the posted employee from using his seniority to perform other work that would necessitate the company replacing the employee for the whole or portion of the route(s) that day. Therefore, the company can either restrict a school route or combination of school routes for the period of a posting.

Therefore, all employees who have chosen not to use their seniority to post themselves to other work which would preclude them from performing a school route or combination of school routes will use their seniority to post themselves to a school route or combination of school routes. In the event that employee(s) do not fulfill this requirement, the company will assign the employee to a school route or combination of school routes for a period of one school year.

3.2 There will be a general annual booking of classifications (as defined in Article 3, and excluding Line Run employees, Group 5). A list of the unrestricted runs and all subsequent changes to it shall be provided to the Local Chairman every year at the time of the general annual booking.

The general annual booking will be carried out in the following manner:

- a) All postings (runs) will be **rebooked** in order of seniority, the second week in August of each year.
- b) If the previous year's run has been abolished and is operated from the terminal, the Operations Manager will assign the employee to an open run of equal value. If no open run is available, the employee may exercise his bumping rights in accordance with Article 2.3.
- c) If the previous **year's** run has been abolished and is not operated from the terminal, the employee may exercise his bumping rights in accordance with Article 2.3.
- d) If the previous year's run has been altered to reduce the monetary value, the employee shall have the option to (a) remain on the run; (b) be placed on an open run of equal value; or (c) exercise his bumping rights in his geographical area and then the terminal.
- e) When a customer requests that an employee be removed from a school run due to a qualification prerequisite (language), he will (a) be assigned to an open run of equal value; or (b) be allowed to exercise his bumping rights in his geographical area and then the terminal.

- f) All new school runs will be posted as soon as they are known and by the second week of August, whenever possible. Employees shall have the right to bid on these runs according to seniority and geographic area within a radius of 8 km of the originating point (first pickup) of the morning school run.
- g) All open runs will be offered first to the senior employee in the geographic area within radius of 8 km of the originating point (first pickup) of the a.m. run. If the employee declines the offer, the run will be posted.
- h) Late runs will be offered to the most senior driver residing within 8 km of the end point of the school run.
- i) The allocation of runs will be performed by the Operations Manager, Head Dispatcher and Local Chairperson during the first two weeks of August and will be based on the information available at the time with regards to route description and length of time to perform the run.
- j) All open positions for **Laidlaw** drivers at **O.B.E.** (eight hours, five hours and spare employees) will be awarded at the annual booking.
- k) All open positions for unrestricted employees will be awarded at the annual booking (second week of August), and will take effect September the first of each year until June the thirtieth of the following year. The Company then determines the amount of runs.
- l) All new runs which become available after the annual booking (second week of August), will be posted for a period of five

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(5) days; on a temporary basis the Manager may assign any employee not yet assigned to a run, or any other employee wishing to do the work, for a maximum of ten (10) working days, or as mutually agreed.

- m) A customer may require that a school run be operated by either an English, French, or bilingual speaking employee. The Company will offer the school run to the most senior employee who meets the language requirement, in the nearest geographic area.

3.3 (a) Posting of Work

Annual postings for school routes **or** programs shall be deemed to be permanent for the year unless a change would result in an increase in the monetary value of the route, or the change is approved by mutual agreement between the driver, Local Chairperson and the Manager. All postings shall show location, descriptive classification, rate of pay, approximate hours of assignment, days off duty and, if temporary, the approximate duration. Copies of all postings as awarded shall be furnished to the Local Chairperson of the Brotherhood.

3.3 (b) When requested by the dispatch office to complete or update the student registration and route description statistics required by the Boards, the said drivers will be paid at the non revenue hourly rate according to Schedule A. Update is interpreted as the addition or deletion of up to ten (10) student names at any one time.

3.4 Open line runs shall be posted for ten (10) calendar days and shall show the rate of pay, hours of assignment and days off duty. They shall be awarded to the senior qualified employee who resides within 8km of the originating point of the line run.

3.5 Employee Classifications

- 3.5.1 Group 1 - Assigned, restricted. Rural area employees, serving rural schools and doing only school bus charters in their area during their restricted period. (Article 1.1(a)).
- Group 2 - Assigned, restricted. Rural residents, employees serving urban school (local). Charters not to interfere with school assignment. **O.B.E.** Standby employees, (when released by **O.B.E.**).
- Group 3 - Assigned, unrestricted. School bus employees doing unrestricted school runs, who can be replaced on their school runs to do charters.
- Group 4 - Assigned - Line run employees.
- Group 5 - Assigned - Ottawa Board of Education. **Laidlaw** employees working regularly for the Ottawa Board of Education.
- Group 6 - Casual and New Employees, not yet assigned to a route.

3.5.2 An employee wishing to leave his or her posting must apply in writing to the Operations Manager and allow the Manager 5 working days to find a replacement employee. The Operations Manager, upon receiving this notice will discuss the situation with the Local Chairman and make every effort to place the employee on an open school run or allow the employee to apply for any available posting.

3.5.3 Charter work will be offered to employees in the following order:

1. Nights (after 5:00 p.m.) and Weekends and Statutory Holidays

(a) The most senior employee on the sign up sheet.

2. Day Charters, School and School Programs.

(a) In order of seniority of the employees serving that school that do not interfere with his/her school run.

School is defined as first school served.

(b) Unrestricted drivers by seniority within a radius of eight (8) km of respective division.

(c) Senior employee available serving that area.

(d) The first senior driver who finishes his run and is closest to the pickup point.

3. Day Charters "**Public**"

(a) Rural and **Nepean**; senior driver serving that area does not interfere with his school assignment

(b) Gloucester, Ottawa or Yard based; senior driver serving that area does not interfere with his school assignment, otherwise, unrestricted employees will be offered.

3.6 There will be a weekday and a weekend/holiday sign up sheet which an employee must sign to indicate his availability for charter work. When signing, the employee will affix his full name and seniority number.

The weekday (Monday to Friday) sign up will close on Wednesday at twelve o'clock noon (**12:00** p.m.) for the following week.

The weekend/holiday sign up will close on Wednesday at twelve o'clock noon (**12:00** noon) for the following weekend or holiday.

Charter work will be made available in the following order of priority from the weekday and weekend/holiday sign up. When more senior employees decline the booking or are already booked on another

piece of work, the junior employee from the sign up sheet must accept the booking.

If any of the charters are not filled by the sign up sheets, the Company will assign the remaining work.

The Dispatcher shall include the employee's seniority number after the employee's name when awarding all charters on the posted charter sheets.

3.6(a) The Company shall call last minute work (except kindergarten), in the following manner:

The Dispatcher shall offer the job to the senior employee on the premises at that time, who is free to do the work. **"On the premises"** shall be defined as and restricted to in front of the dispatch window and in the drivers' lunch room. Should the senior employee refuse the work, it shall be offered in order of seniority to the remaining employees on the premises at that time.

3.6 (b) Last minute kindergarten work will be given to the most senior qualified driver serving that area.

3.7 It is understood however that programmes in excess of five (5) operating days shall be posted for at least five (5) days in a place accessible to all employees.

3.8(a) In the event of a ten (10) hour charter being cancelled after the lock-in period, the affected employee may bump the most junior employee from his/her charter on that day or be reinstated on the sign-up sheet for incoming work for that day.

3.8(b) Employees assigned to a charter of three (3) days or more shall be guaranteed a minimum of 9 hours pay for every layover day on that charter.

3.9 Charters booked by a customer forty-eight (48) hours or less in advance of the departure time, or charters of less than ten (10) hours, will be operated by the most senior qualified employee selected from the sign-up sheet, and those employees available that day for whom a charter would not interfere with their school runs. **Unbooked** charters will be awarded in the order described in Article 3. The junior qualified employee must accept the booking, when all senior employees have declined the booking or have been exhausted.

3.10 Known work for the following day shall be posted in a place accessible to all employees affected by six o'clock PM (6:00 p.m.) the day before. If additional work comes in after 6:00 PM, it shall be added to the posted known work as soon as it becomes known.

3.11 A copy of the dispatcher's work sheet with all changes made to it for the previous **day's** work shall be posted by 9:00 a.m. the next day in a place accessible to all employees outside the dispatcher's office.

Charters outside of Schedule **"B"** shall be paid at charter rates, they will be posted as follows:

- (a) One way drop charters
- (b)** Drop and return
- (c)** One way return

Employees assigned to a drop and return will be advised of the best piece of work available on the day of the return portion, and they will have the right to select which they prefer.

Article 4 - Hours of Work and Overtime

It is understood that the route rate as set out in Schedule "A" comprises the following:

1. Start-up time
2. Walk around check
3. Fuelling
4. Sweeping the vehicle
5. Live and deadhead time and mileage

4.1 School routes operated by employees will fall into the following categories:

One (1) hour **or** less.

One (1) to one and one half (1 1/2) hours.

One and one half (1 1/2) to two (2) hours.

Two (2) to two and one half (2 1/2) hours

Time allocation of a school route will be based on the time required from first pick-up to final drop-off of the school run. School run rates include provision for the vehicle walk around required by the Ministry of Transportation.

School bus employees shall be paid overtime at the rate of time and one half (1 1/2) for any hours worked in excess of eighty (80) hours in a **bi-weekly** period on school routes which are paid by Item 1 in Schedule A, and as defined in Article 4.1. All other work shall be excluded of any overtime premium.

Disputes on time allocations will be settled between the Local Chairman and Operations Manager.

4.2 Line run employees' hours shall be confined within a stretch of twelve (12) hours, to a maximum of eighty (80) hours bi-weekly will be paid at the rate of time and one half (1-1/2).

4.3 Laidlaw Transit Ltd. employees who are assigned to the Ottawa Board of Education for eight (8) hours per school operating day shall be paid at the rate of time and one half (1-1/2) for all time worked in excess of eighty (80) hours biweekly.

4.4 An employee reporting for his school route or routes, and such assignment being cancelled, shall be paid according to Schedule A of this Agreement.

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4.5 An employee who reports to work on his regular assignment shall be permitted to complete his assignment unless he lays off of his own accord with Supervisor's permission, in which event he shall be allowed actual time worked at basic rate.

4.6 Employees who report late for duty shall forfeit their assignments and seniority for the day. In the event there is a shortage of employees, the Company reserves the right to hold such an employee as a Spare Operator, who shall be considered as junior to any spare employee for the day, and if so held, shall be paid the basic rate for all time held.

4.7 Employees will be given a minimum of nine (9) hours rest between assignment of one day to the first assignment of the next day.

Employees delayed en route due to any cause beyond control must report to the Company, except in exceptional circumstances, for the purpose of being replaced on their next assignment, if the required hours are not sufficient. Upon completion of forty (40) hours work in

one week an employee will forfeit his seniority unless overtime work is **authorized** by the Company.

It is understood that overtime does not apply to the long day charter or premium.

4.8 Only overtime **authorized** by the Company shall be worked, except in an emergency where advance authority is not obtainable.

4.9 The provisions of Article 4.4 do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call.

4.10 Any time worked in excess of ten (10) hours on an individual charter in the same day (twenty-four hour period) shall be paid in the following manner:

Hours 0 - 9:	Basic charter rate.	
Hours 10 and 11:	Basic charter rate plus	
		\$1.16 - 1990 per hour
		\$1.21 - 1991 per hour
Hours 12 and up:	Basic charter rate plus	
		\$1.68 - 1990 per hour
		\$1.76 - 1991 per hour

It is understood that overtime does not apply to the long day charter or premium.

4.11 An employee on a remain charter shall be allowed thirty (30) minutes before departure time of the charter and fifteen (15) minutes after completion of his charter, and shall be compensated at the applicable rate of pay. This shall be deemed to include the time for the employee to reach the pick-up point and for the employee to return the vehicle to base after discharging passengers.

4.12 In the event of a breakdown or snow delay, the employee shall be paid at the applicable rate (school, charter, **cover**) for the work being performed.

4.13 When the employee's pay cheque is short of **\$25.00** or more and the error is the Company's, the Company shall issue to that employee (cash or cheque) the full amount within **24** hours, under **\$25.00**, the amount shall be given on the next pay period.

4.14 If the Company suspects an employee has made an error in the calculation of his pay, the employer shall advise him of the difference in his pay cheque. The Company will include a statement detailing the date, number and amount of each charter.

Article 5 - Days Off Duty

5.1 Assigned employees shall have two consecutive days off duty each week.

5.2 When, in the opinion of the Company, it is impractical to grant to any employee consecutive days off duty each week, the situation shall be discussed with the Local Chairman for the purpose of reaching mutual agreement on the assignment of non-consecutive days off or other suitable arrangement.

Article 6 - Relief Work and Preservation of Rates

6.1 The rates of pay for new positions established within the scope of this Agreement shall be in conformity with the rates of pay for positions of similar kind or class in the Company.

6.2 An employee who has completed one full working day in a higher classification shall be paid at the rate of pay for that classification for that day.

6.3 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.

6.4 Bus changes shall be done by the Maintenance Department, except when the bus change is required for transportation needs, in which case the bus change will be done by an employee if available.

Drivers will not be obligated to operate the bus when it is being pushed.

Article 7 - Statutory Holidays

7.1 The following days shall be **recognized** as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

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7.2 If, however, the celebration of one or other of the above mentioned holidays is determined by the Federal Government or by the Provincial Government, as the case may be, these holidays must be observed on the date so determined.

7.3 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 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. If an employee has been laid off on the work day immediately preceding a general holiday or is on leave of absence, he shall not be disqualified from receiving holiday pay.

7.4 An employee who is required to work on a holiday for which he is qualified for holiday pay in accordance with Article **7.3**, will be granted one 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.

7.5 School Bus Employees who operate a school bus shall receive the equivalent pay of their school run for that day, this will include **KKD** runs and late runs, providing the employee performs them regularly.

7.6 If one of those paid holidays falls on an employee's assigned day off, the following working day will be considered a paid holiday at the rate of pay mentioned above.

Article 8 - Vacation Pay

8.1 Employees shall receive vacations and vacation pay on the following basis:

- (a) Employees who have maintained a continuous employment relationship with the Company of less than one **(1)** year shall receive vacation pay at the rate of four percent **(4%)** of their gross earnings.

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 01-02 (b) Employees who have maintained a continuous employment relationship with the Company of one (1) year or more but less than five (5) years shall receive for vacation a period of two (2) weeks and shall receive vacation pay at the rate of four percent (4%) of their gross earnings.

05-03 (c) Employees who have maintained a continuous employment relationship with the Company of five (5) years or more shall receive for vacation a period of three (3) weeks and shall receive vacation pay at the rate of six percent (6%) of their gross earnings.

0-04 (d) Employees who have maintained a continuous employment relationship with the Company of ten (10) years or more shall receive for vacation a period of four (4) weeks and shall receive vacation pay at the rate of eight percent (8%) of their gross earnings.

Separate cheques shall be issued for vacation pays and calculated for Income Tax, U.I.C., C.P.P., in accordance with the amount of the vacation pay.

Gross earnings shall, for the purpose of calculating vacation pay, accrue from the first day of June each calendar year, to the thirty-first day of May the following Year. A statement of earnings shall be provided for each employee.

The period of continuous employment relationship will be calculated at the thirty-first day of May in the year in which the vacation pay cheque is issued.

Vacation pay cheques shall be issued at the earliest opportunity during the month of June of each year.

8.2 For the purpose of computing the continuous employment relationship of an employee to be entitled to vacations and vacation pay 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 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.

8.3 All employees must take their vacation period, and the vacation period must not interfere with school operating days. The application for vacation period made by employees must be made to the Head Dispatcher at least one month in advance of the driver's desired vacation period. Requests will be discussed, and a mutual agreement reached between the employee and the Head Dispatcher.

8.4 Unless mutually agreed, employees who do not apply for vacation as described in **8.3** shall be required to take their vacation at a time prescribed by the Company, except in cases of illness or leave of absence.

8.5 An employee who leaves the service of the Company for any reason shall receive any accumulated vacation pay due him.

8.6 It is understood, however, that any employee who leaves the Company of his own accord is expected to give prior notice to the Company of his intended action. However, he shall be paid in the next pay period.

8.7 An employee who is laid off the service of the Company may request, and will receive, any vacation due him.

8.8 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in this Agreement. Employees going on vacation will not be required after seven P.M. (7:00 p.m.) on the last working day prior to their assigned rest days, unless agreeable to the employee.

Article 9 - Health and Welfare

9.1 A collective insurance plan to cover sickness, accident and drugs shall be established and made available to full time employees (as defined in the definitions) of the bargaining unit. The Company will pay ninety (90%) insurance. The insurance plan will comprise the following:

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(a) Life Insurance - maximum

\$30,000.00

72
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(b) Accidental Death & Dismemberment-maximum \$30,000.00

(c) Weekly Indemnity - to meet U.I.C. requirements

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995998

9.2 Casual and part time employees do not partake in any of the benefit plans.

9.3 Bereavement - When a member of the employee's immediate family dies, the employee is entitled to bereavement leave for up to three days immediately following the day of death. If any of the three days coincide with a normal working day and the employee has three

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months of continuous service at the time of death, he or she is entitled to a normal **day's** pay for such days. The intent of the legislation is to provide employees with three days off without loss of income.

Immediate family means "**the** spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather, grandmother of the employee, and includes any relative permanently residing in the employee% household, or with whom the employee resides".

9.4 It is understood that full time employees and current part time employees who are participating in the Health and Welfare package as at **20th** October, **1980**, will be funded ninety percent (**90%**) of the cost as outlined in Article **9.1** and **9.2**. It is further understood that as of that date all future part time and current part time employees not participating are excluded from the Health and Welfare package.

Article 10 - Leave of Absence

10.1 The Local Chairperson and his grievance representative for the other division (**or** their substitutes) shall each be granted leave of absence with pay, not to exceed five (**5**) hours each per month, for investigation, consideration, adjustment of grievances and Brotherhood 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.

NOTE: The present Local Chairperson will continue to be granted eight (**8**) hours as per past practice for as long as he retains said position.

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10.2 Elected delegates as per Brotherhood Constitution shall be granted leave of absence without pay to attend general business and conventions of the Brotherhood.

10.3 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.

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

10.5 Absolute proof of illness or other valid reasons mutually agreed to by the Company and the Union preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.

10.6 An employee who returns from **authorized** leave of absence within the current school year shall resume his former school run and/or program, or within five **(5)** working days he may exercise his seniority to any bulletined position or vacancy which occurred during his absence. (General booking excluded).

10.7 The annual postings cannot be bumped until the last day of school (June **30**) of each year, when a school closes early for the summer holiday (**Laidlaw** layoff) (July and August), the displaced employee will be placed behind the posted unrestricted group (Group **3**).

Commencing June **30th** of each year, seniority shall prevail.

Article II - Discipline and Grievance Procedure

11.1 An employee having sixty **(60)** working days or more seniority will not be disciplined or discharged from the service until an

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impartial hearing has been held. Verbal reprimands by the Manager or his designate will not require a meeting with the Union; however, the Manager will advise the **authorized** Local representative (of each division) monthly, the names of those reprimanded and the reasons for same in writing.

11.1(a) Management shall not call in any grievor to discuss the grievance unless the Local Chairperson or his designate is present.

11.2 Other than in the case of a dismissible offence, when an employee believes he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, his grievance shall be dealt with in the following manner:

STEP NUMBER ONE

The Union, or the employee concerned may, in the presence of a member of the Grievance Committee, submit a grievance in writing to the Division Manager within seven **(7)** days of his knowledge of the complaint. The Company will acknowledge receipt of the grievances and provide a copy of the acknowledgement to the Local Chairman. The supervisor shall render his decision in writing within seven **(7)** days of receipt of the grievance.

STEP NUMBER TWO

Failing satisfactory settlement at Step One, the Local Chairman or member of the Grievance Committee may submit the grievance to the Regional Vice President or his Representative within fifteen **(15)** days of receiving decision under Step One. The Regional Vice President or his

Representative shall render his decision within fifteen (15) days of receipt of the grievance.

STEP NUMBER THREE

Failing satisfactory settlement at Step Two, the Accredited Representative may submit the grievance in writing to the President of the Company or Designate within eighteen (18) days of receiving the decision under Step Two. The President or his Representative shall render his decision in writing within eighteen (18) days of receipt of the grievance. Every six weeks the parties agree to schedule a grievance meeting to discuss all Step 3 grievances. The meeting may be cancelled by mutual agreement or on seventy-two hours written notice by the other party. If the grievance meeting is cancelled a new meeting is to be rescheduled within three weeks.

STEP NUMBER FOUR

Failing satisfactory settlement at Step Three, either party may refer the grievance to arbitration within thirty (30) days of receiving decision under Step Three, as outlined in Article 12.

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

An employee subject to discipline or discharge shall be informed of same as soon as offence becomes known to management, and shall **receive** an impartial hearing within five (5) working 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. At the hearing, Management shall present all evidence and/or witnesses to support their charges and the employee may 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 Brotherhood. Management will render their decision of the hearing within five (5) working days thereafter. If the employee is not satisfied with the decision he may process his case further, commencing at Step Number Three of this Article.

11.4 If applied for in writing prior to the expiration, the time limits provided herein may be extended by mutual agreement.

11.5 Either party to this Agreement who violates the time periods provided herein or fails to request an extension of the time period as defined in Article **11.4** will be **recognized** as having yielded and must concede the case to the other party. All grievances yielded by the Company shall be paid at the next regular pay period.

11.6 Supervisors, when examining or checking an employee, are to give the exact facts pertaining to the employee's performance of his duties. Personal opinions of Supervisors not substantiated by such facts will not be made the basis for the assessment of discipline. However, a professional opinion is acceptable.

If, while so examining or checking an employee, anything is found of an abnormal character, whenever possible the employee must be immediately advised of such abnormal findings so as to clear up the situation speedily and to get the assistance of witnesses, if he deems it necessary, in the **defense** of his case.

11.7 Should the grievor be exonerated, he shall be compensated for all time lost and any other expenses created due to the processing of his case, and the records of the employee will be cleared.

11.8 An employee, other than the grievor, who is called upon by the Company to attend hearings etc., shall be paid for all time lost plus expenses agreed upon by an appointed Officer of the Company and the **authorized** Representative of the Brotherhood.

11.9 The Company will not inscribe on the record of any employee any complaint lodged more than thirty **(30)** days after knowledge of the incident, except for accident cases which will be sixty **(60)** days. An employee shall be notified of anything inscribed on his record.

11.10 The Grievance Procedure shall apply equally to a grievance lodged by a group of employees and be processed as an individual grievance.

11.11 It shall be understood that the time limits provided herein exclude Saturdays and Sundays and Statutory Holidays.

11.12 Should an operator have his employee's permit suspended, his status with the Company will be discussed with the Representative of the Brotherhood on the basis of its merit.

11.13 An incident record relating to employment will remain in the driver's personal files unless there has been a twenty month period where no similar incident has occurred. If no similar incident has occurred within the twenty month period, the record will be removed from the employee's personal file. In the case of a preventable accident, with damage exceeding **\$1,500.00**, the record will remain in the employee's personal file for a period of thirty months.

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11.14 A summary copy of safety committee decisions will be given to the Local Chairperson.

Article 12 - Arbitration

12.1 Grievances which have been processed according to Article 11 of this Agreement which cannot otherwise be disposed of between the Company and the Brotherhood, shall be arbitrated in the following prescribed procedure.

12.2 A request for the arbitration of a grievance shall be made in writing by one party or the other and such request shall contain the names of three persons acceptable to the requesting party as Arbitrator.

12.3 Seven days after receipt of the request for arbitration, the other party shall select, as Arbitrator, one of the three persons named in the request, or submit to the requesting party three names of persons acceptable as Arbitrator.

12.4 If the parties are unable to agree on the selection of an Arbitrator within fourteen days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the parties shall jointly request the Federal Minister of Labour to select an Arbitrator, and his decision shall be final.

12.5 The decision of the Arbitrator shall be final and binding on the parties.

12.6 Due to Grievance and Arbitration Procedure there shall be no stoppage of work by the employees.

12.7 If applied for in writing prior to the expiration, the time limits provided herein may be extended by mutual agreement.

12.8 Either party to this Agreement who violates the time periods provided herein or fails to request an extension of the time period as defined in Article 12.7 will be **recognized** as having yielded and must concede the case to the other party.

12.9 It shall be understood that the time limits provided herein exclude Saturdays and Sundays and Statutory Holidays.

Article 13 - Deduction of Dues

13.1 The Company shall deduct on the payroll for the last pay period of each month from the wages due and payable to each employee who has signed a Brotherhood membership card and to each person subsequently employed after December ninth (**9th**) nineteen seventy three (**1973**) occupying a scheduled position, an amount equivalent to the uniform monthly dues of the Brotherhood subject to the conditions and exceptions set forth hereunder. At the time of employment by the Company, employees will be advised that they are represented by the **C.B.R.T & G.W.** They will have a payroll deduction for Union dues as provided for in the Constitution of the **C.B.R.T. & G.W.** and according to the current Collective Agreement. Employees will be given a Union membership card. The Company will remit the names and addresses of all new employees to the financial secretary of the Union within **15** days of appointment as an employee.

The Company shall forward the names and addresses of all new employees to the Brotherhood not later than fifteen (**15**) days after his employment.

13.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood and shall not include

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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 Brotherhood 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 Brotherhood of the amount of regular monthly dues.

13.3 Membership in the Brotherhood shall be available to any employee eligible under the Constitution of the Brotherhood.

Membership shall not be denied for reasons of race, national origin, colour or religion.

13.4 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.

13.5 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.

13.6 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 Brotherhood not later than fifteen (15) calendar days following the pay period in which the deductions are made.

13.7 The employer shall not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages,

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the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Brotherhood, the Company shall adjust the amount of its subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Brotherhood.

Article 14 - Attending Court

14.1 Employees who lose time by reason of being required to attend Court cases in which the Company is involved or Coroner's Inquests in which the Company is involved will be paid for actual time held with a minimum of three (3) hours at the basic rate, plus expenses agreed upon by Management and the Local Chairman. When employees on their weekly days off are called to help or to serve, they will be paid for the actual time held with a **minimum** of their basic rate.

Article 15 - Employees Held for Investigation or Company's Business

15.1 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 Chairman. When employees are called on their weekly days off, they will be paid for the actual time held.

Article 16 - Rehabilitation

16.1 When mutually agreed between the Divisional Manager of the Company and the Accredited Representative and/or Local Chairman, 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.

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

16.3 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.

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

16.5 Employees from this bargaining unit shall be given preference over outside applicants, in filling vacant positions, not covered under this Agreement, provided they have the necessary qualifications.

Article 17 - General

17.1 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 the usual certification of service and will be paid as soon as possible.

17.1(a) Employees Wishing to View Their Employee File - The employee shall notify the Company in writing, allowing the Company 24 hours.

17.2 Driver Room and Washroom Facilities - Adequate driver room and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Company, and shall be available to employees during normal working hours. Employees are expected to assist in maintaining the cleanliness of the drivers room.

17.3 Uniforms - The Company agrees to pay full-time employees and those part-time employees who have consistently averaged ten (10) charters per month, and have completed their probationary period, one half (1/2) of the cost of the first uniform, including a winter coat, and supply free of charge two (2) shirts and two (2) ties each year, and pay three quarters (3/4) of each subsequent uniform and winter coat. The second uniform will be supplied as required, subject to inspection. When uniform clothing is so supplied to an employee, he will be held responsible for protection against loss, also maintenance of same in a clean, neat and repaired condition. A uniform will become the property of the employee two years after its issuance. If an employee terminates his employment, he may not retain any newer uniforms.

Line Run Drivers - One free uniform per year, six (6) free shirts (3 short sleeve and 3 long sleeve) and two (2) free ties per year.

17.4 Posting of Brotherhood Notices - Notices of interest to employees may be posted on the premises by the Brotherhood. One notice board for this purpose shall be provided by the company. A copy of all notices will be given to the Division Manager.

17.5 Telephone Calls - If it becomes necessary for an employee to call the office when he is on charters, line runs, etc., he shall be reimbursed for the amount paid. Also, an employee who is away from home for more than two (2) days on charter should be entitled to telephone home twice weekly, to a maximum duration of five (5) minutes per call, and such calls be paid for by the company. In case of bona fide illness or accident at home, this rule will be extended.

17.6 Hotel Accommodation - An employee who, due to the nature of a charter, requires such accommodation, shall be paid the **full** amount for every night out of town. Employees of the same sex shall share a room equipped with individual beds. Only in exceptional circumstances will they not have to share.

17.7 ~~Labour-Management~~ 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 cooperation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between Management and Labour and maintaining harmonious mutual relations between them.

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Labour Management meetings shall not interfere with the Local **Chairperson's** and President's work load. It must be mutually agreed as to the time and date of labour management meetings.

17.8 Meal Allowance - All employees operating overnight charters and one day charters of over nine hours shall receive a meal allowance, in accordance with Schedule A, attached.

17.9 Professional Development Days - It is understood that professional development days are not paid by the Company. Employees serving the Ottawa Board of Education shall have the preference on open school runs that day, providing they have registered their name with the dispatcher three (3) days prior to the professional development day, and shall be entitled to the open run of their choice, in order of seniority.

17.10 Requests - It is understood that seniority, classification and qualification will apply to all postings with the exception of specific language requests from a client.

17.11 Workers' Compensation - Should an employee have an accident that qualifies under the terms of Workers' Compensation Act, the employee shall, subject to the approval of the Company, be reimbursed by the Company at the rate payable under the Act. The employee shall sign a waiver to the effect that all monies payable to him from Workers' Compensation shall be made payable to the Company.

17.12 Cancelled Runs - A one (1) hour school rate shall be paid when school runs are cancelled. When **O.B.E.** and **Laidlaw** to **O.B.E.** employees' runs are cancelled, the employees will be paid the equivalent of a one hour school run.

17.13 The Company will pay three hundred dollars (**\$300.00**) towards the cost of printing the Collective Agreement.

17.14 Union general meetings will be announced twice on the radio on the day of the general meeting at each division.

Article 18 - Free Transportation

18.1 Free transportation shall be granted to all full-time and part-time employees on line runs operated by **Laidlaw** Transit Ltd. Spouses and dependents shall be granted passes upon the request of the employee.

Article 19 - Safety

19.1 The Company and the Union **recognize** the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally **recognized** to be in the best interests of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

19.2 In the event that an employee detects any unsafe conditions as defined by the Ministry of Transport, in the vehicle that he is to operate, he shall be entitled to refuse to operate such vehicles unless it is properly repaired.

19.3 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident involving a Company vehicle. Failure to do so could result in dismissal of the employee, if the employee fails to report the accident within twenty four hours of its occurrence.

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19.4 Employee may be required to attend compulsory work related seminars. The employees shall be reimbursed the sum of twenty-five (\$25.00) dollars upon completion of the compulsory seminar. Employees may be requested to attend one (1) Safety Seminar or Workshop annually on a volunteer basis without pay. The Workshop will be scheduled so that it does not interfere with employees' earnings.



Article 20 - Duration of Agreement

This Agreement shall be effective as of July 1, 1990 and shall remain in force and effect until June 30, 1992. Thereafter, it shall renew itself automatically from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the contracting parties to the other not more than ninety (90) days and not less than thirty (30) days before any automatic renewal. Within thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modification.

Signed at Ottawa, Ontario this 22 day of April 1991

FOR THE COMPANY:

FOR THE UNION:

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Edward D Price
Louis Levasseur
H S. Kpumb

SCHEDULE "A"

Grouping and Rate of Pay with Effective Dates

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1. Assigned School Bus Operators

TIME	YEAR ONE	YEAR TWO
One hour or less	\$16.08	\$16.88
One hour to one and one half hours	\$21.92	\$23.02
One and one half to two hours	\$24.89	\$26.13
Two to two and one half hours	\$26.34	\$27.66

2. New Drivers - First 6 months of Employment

TIME	YEAR ONE	YEAR TWO
One hour or less	\$14.04	\$14.74 ✓ Base
One hour to one and one half hours	\$19.43	\$20.40
One and one half to two hours	\$22.34	\$23.45

3. Report Pay - One hour or less school run rate

4	Cover Rate (non-revenue) per hour	YEAR ONE	YEAR TWO
	Cover rate will include waiting at Company request for bus from service department	\$7.40	\$7.75

5.	School and Public Charters	YEAR ONE	YEAR TWO
	(a) Ottawa Carleton Region	\$24.00	\$25.00
	(b) Other Charters: Driving Rate	\$9.98	\$10.48
	Waiting Rate	9.13	9.59

(c) Cancellation fee for Drop Charters -		
One half the regular rate of		
Ottawa Carleton rate	\$12.00	\$12.50
(d) Evening Premium for Ottawa Carleton		
after 19:00 hours		
Premium	\$4.62	\$4.85
Return	2.31	2.43
(e) Ski Hill Charters		
Fortune	\$29.24	\$30.70
Cascade, Edelweiss and Vorlage	\$38.85	\$40.79
Lac Philippe	\$39.90	\$41.90
Lac Peche and Le Haven	\$47.25	\$49.61
(f) Meal Allowance (charters)		
(1) First day after 13:00 hours	\$11.30	\$11.85
(report time) and one day charters over nine hours		
(2) First day before 13:00 hours	\$19.15	\$20.15
(report time) and day 2 to conclusion		
(g) One way drop to or from Ottawa		
Airport	\$16.80	\$17.64
(h) Supplementary pay on drop charters	\$6.33	\$6.65

- | | | | |
|----|---|---------|---------|
| 6. | Line Run and O.B.E. Assigned Drivers | \$10.50 | \$11.03 |
| 7. | Vehicle Plug-in Payment for employees
authorized to keep their vehicles at home
Payment will be made on separate cheque | \$36.00 | \$37.00 |
| 8. | Retroactivity of 5.5% on all earnings to July 1, 1990 will be paid
prior to Christmas on a separate cheque to drivers on staff at
ratification | | |

SCHEDULE "B"

to

COLLECTIVE AGREEMENT

between

LIDLAW TRANSIT LTD.

and

THE CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

GOVERNING EMPLOYEES OF

LIDLAW TRANSIT LTD.

OTTAWA, ONTARIO

ZONE MAP - DROP CHARTERS

SCHEDULE "B"

Boundaries for Drop Charters

EAST: **Cumberland** and Clarence Township Boundary. (Canaan Road)

SOUTH: Regional Road 6 in **Osgoode** Township.

WEST: County Road **5**, North Region Road **20** in West Carleton.

NORTH: St. Joseph Blvd. in Hull (Limbour).

January 18, 1989.

Mr. Andy **Wepruk**, Representative,
Canadian Brotherhood of Railway, Transport & General Workers,
2300 Carling Avenue,
Ottawa, Ontario
K2B 7G1

Dear Mr. **Wepruk**:

Re: Original Letter of Understanding - January 10, 1986
Resubmitted - January 16, 1989

During our meeting of January **8, 1986**, both parties agreed that the following shall apply to an employee who has posted for, and has been awarded, a program as defined in Article **3.8** of the collective Agreement.

Such employee returning to a former booking shall assume his/her seniority position within the classification, and may exercise his/her seniority rights for charters and programs.

An employee who has been awarded a school run at the general annual booking, and who subsequently posts for, and is awarded, a program which does not allow him/her to perform the school run, shall at the conclusion of the program return to his/her former booking, and may exercise his/her seniority rights for charters and programs.

An employee who is not booked on a school run through the general annual booking, and who posts for, and is awarded, a program which does not allow him/her to perform a school run, shall, at the conclusion of the program post him/herself on an open school run, and may exercise his/her seniority rights within the classification for charters and programs.

It was further agreed, that when an employee changes his/her annual booking through either a temporary posting or a permanent posting to another school route, that in both instances, the employee shall assume his/her seniority position within the classification and may exercise his/her seniority rights for charters and programs. Further, when the temporary posting is finished, the employee shall return to his/her former booking, and may exercise his/her seniority rights within his/her former classification for charters and programs.

Yours truly,

LIDLAW TRANSIT LTD.

Ken **Munroe**,
Labour Relations Consultant.

March 25, 1991

Mr. Andy **Wepruk**, Representative,
Canadian Brotherhood of Railway, Transport & General Workers,
2300 Carling Avenue,
Ottawa, Ontario,
K2B 7G1.

Dear Mr. **Wepruk**:

RE: Ottawa Drivers Local **266** Collective Agreement

In the event that the Ontario Provincial Government rescinds the current (**1991**) method of funding the Ontario **Hospitalization** Plan by the employer payroll tax, the parties agree that the portion of Article **9.2** of the **1987/89** Collective Agreement that specifies the **O.H.I.P.** premium contribution by the company will be in effect at the **1987/89** level.

Yours truly,

LAIDLAW TRANSIT LTD.

K.D. Munroe,
Labour Relations Consultant

LIDLAW TRANSIT LTD. - DRIVERS

CBRT & GW LOCAL 266

1. Page 5 - On **third line** insert "**and programmes**" after the word "**charters**".

2. Page 5 - Programme: Delete present definition and replace with the following:

"A piece of work that may require one or more days per week or per month on a continuous basis. A posted programme employee becomes a restricted driver and cannot accept other work that would interfere with that programme."

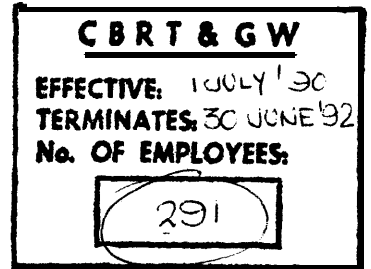
3. Page 5 - Drop Charter: Delete

4. Page 6 - Interzone Charter: Delete

- Intrazone Charter: Delete

- City Tour Guide Operator: Delete

- Home Port: Delete



5. Article 1 - Seniority

Article 1.1 (a) - On line 9 delete the following:

"Drivers **shall** exercise their seniority to choose whether they will work at the **Cumberland** Division or the **Innes** Road Division in August 1988, August 1989 and August 1990. After August 31, 1990,"

6. Article 1.1 (b) - After the word "division" on the third line, delete the remainder of the article.

7. Article 1.1 (c) - Delete and replace with the following:

"The a-m. and p-m. run will be determined according to your place of residence..... serving the geographical area means the 1st school or programme the driver serves in the a-m."

...2

8. Article 1.3 - Note: change "January" to **"September"**.
9. Article 1.4 - Second line - change "January" to **"September"**; Ninth line - change "April and October" to **"January and May"**.
10. Article 1.5 - On the 10th line delete the word "Branch" and replace with the word **"Appointed"**.

Note : Delete present language and replace with:

"All employees (Laidlaw) from another bargaining unit, shall not retain their seniority within this bargaining unit with the exception of Cumberland Division and Innes Road Division; all other employees from other divisions must relinquish their seniority."

11. Article 3 - Booking, Bulletining and Postings

Article 3.2 (1) - On the fifth line insert the word **"as"** after the word "or".

Article 3.2 (a), (f), (k), (l) - Reference to "August 1st" in the above four sections should be changed to read **"2nd week in August"**-

12. Article 3.3 - After the word "work" insert the following:

"Annual postings for school routes or programmes shall be deemed to be permanent for the year unless a change would result in an increase in the monetary value of the route, or the change is approved by mutual agreement between the driver, Local Chairperson and the Manager."

13. Article 3.3 (a) NEW - To read as follows:

"When requested by the Dispatch Office to complete or update the student registration and route description statistics required by the Boards, the said Drivers will be paid at the non-revenue hourly rate according to Schedule "A". Update is interpreted as the addition or deletion of up to ten (10) student names at any one time."

14. Article 3.5.3 (2) - Delete and replace with the following:
"2 Day Charters, School and School Programmes
 - (a) In order of seniority of the employees serving that school that do not interfere with his/her school run- School is defined as first school served-
 - (b) Unrestricted Drivers by seniority within a radius of eight (8) km of respective division.
 - (c) Senior Employee available serving that area.
 - (d) The first senior Driver who finishes his run and is closest to the pickup point.

15. Article 3.5.3 (4) - Delete

16. Article 3.6 - Second paragraph on second line - change "six o'clock PM (6:00 p.m.)" to **"twelve (12:00) noon"**.
Third paragraph on first line - change "Tuesday" to **"Wednesday"**-
At the end of the article add:
"The Dispatcher shall include the Employee's seniority number after the Employee's name when awarding all charters on the posted charter sheets-"

17. Article 3.6 (a) - On the first line after the word "work" insert **"except Kindergarten"**.

18. Article 3.6 (b)- NEW - To read as follows:
"Last minute kindergarten work will be given to the most senior qualified Driver serving that area-"

19. Article 4 - Hours of Work and Overtime
Article 4.10 - Change "\$1.10) to read **\$1.16 in 1990 and \$1.21 in 1991.**
Change "\$1.60)" to read **\$1.68 in 1990 and \$1.76 in 1991.**

20. Article 6 - Relief-Work and Preservation of Rates

Article 6.4 - Add a new paragraph to read as follows:

"Drivers will not be obligated to operate the bus when it is being pushed."

21. Article 9 - Health and Welfare

Article 9.1 - Replace "\$25,000.00" with "\$30,000.00" (twice).

22. Article 9.2 - Delete all of article except for "Note" Section.

Company will supply letter of intent to be annexed to Collective Agreement stating that they are prepared to resume coverage as presently stated in 9.2 should Ontario Government change its present policy re OHIP.

23. Article 10 - Leave of Absence

Article 10.1 - Delete and replace with:

"The Local Chairperson and his Grievance Representative for the other division (or their substitutes) shall each be granted leave of absence with pay, not to exceed five (5) hours each per month, for investigation, consideration, adjustment of grievances and Brotherhood 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.

Note: The present Local Chairperson will continue to be granted eight (8) hours as per past practice for as long as he retains said position."

24. Article 10.6 and 10.7 - Delete present language and replace with a new Article 10.6 to read as follows:

"An Employee who returns from authorized leave of absence within the current school year shall resume his former school run and/or programme, or within five (5) working days he may exercise his seniority to any bulletined position or vacancy which occurred during his absence. (General booking excluded)"

25. Article 11 - Discipline and Grievance Procedure

Article 11.1 - On the fifth line replace the words "Local Chairperson" with the following:

"Authorized Local Representative (of each division)"

26. Article 11.1 (a) - On line 2 delete the words "with the employee".

27. Article 11.3 - Paragraph 2, line 3 - change "three (3) days" to **"five (5) working days"**.

Paragraph 2, line 12 - after "(5)" insert the word **"working"**.

28. Article 11.13 - On line 2 replace "two year" with **"twenty (20) month"**.

On line 6 replace "\$1,000.00" with **"\$1,500.00"**.

On line 7 replace "three years" with **"thirty (30) months"**.

29. Article 13 - Deduction of Dues

Article 13.8 - Delete in its entirety.

30. Article 17 - General

Article 17.13 - NEW - To read as follows:

"The Company will pay three hundred dollars (\$300.00) towards the printing of the Collective Agreement."
cost of

31. Article 17.14 - NEW - To read as follows:

"Union General Meetings will be announced twice (on the radio) on the day of the General Meeting at each division-"

32. Article 20 - Duration of Agreement

Article 20 - On line one replace "1988" with **"1990"**.

On line two replace "1990" with **"1992"**.

SCHEDULE "A"

Nov. 29/90

1.	Assigned School Bus Operators	<u>1990</u>	<u>1991</u>
	(a) One hour or less	\$16.08	\$16.88
	(b) One hour to one and one half hours	\$21.92	\$23.02
	(c) One and one half to two hours	\$24.89	\$26.13
	(d) two to two and one half hours	\$26.34	\$27.66
2.	New Drivers - First 6 months of Employment	<u>1990</u>	<u>1991</u>
	(a) One hour or less	\$14.04	\$14.74
	(b) One hour to one and one half hours	\$19.43	\$20.40
	(c) One and one half to two hours	\$22.34	\$23.46
3.	Report Pay = One hour or less school run rate		
4.	Cover rate (non-revenue) per hour	<u>1990</u>	<u>1991</u>
	Cover rate will include waiting at Company request for bus from service department	\$7.40	\$7.75
5.	School and Public Charters	<u>1990</u>	<u>1991</u>
	(a) Ottawa-Carleton Region including Museum of Civilization in Hull	\$24.00	\$25.00
	(b) Other Charters: Driving Rate	\$9.98	\$10.48
	Waiting Rate	\$9.13	\$9.59
	(c) Cancellation fee for Drop Charters = One half the regular rate of Ottawa-Carleton rate	\$12.00	\$12.50

.....

	<u>1990</u>	<u>1991</u>
5. School and Public Charters (continued)		
(d) Evening Premium for Ottawa-Carleton after 19:00 hours		
	\$4.62	\$4.85
One Way	\$2.31	\$2.43
(e) Ski Hill Charters		
Fortune	\$29.24	\$30.70
Cascade, Edelweiss and Vorlage	\$38.85	\$40.79
Lac Phillippe	\$39.90	\$41.90
Lac LaPecche and Le Haven	\$47.25	\$49.61
(f) Meal Allowance (Charters)		
(1) 1st day after 13:00 hours (report time) and one day charters over nine hours	\$11.30	\$11.85
(2) 1st day before 13:00 hours (report time) and day 2 to conclusion	\$19.15	\$20.15
(g) One way drop to or from Ottawa Airport	\$16.80	\$17.64
(h) Supplementary Pay on Drop Charters	\$6.33	\$6.65
	<u>1990</u>	<u>1991</u>
6. Line Run and O.B.E. Assigned Drivers	\$10.50	\$11.03
	<u>1990</u>	<u>1991</u>
7. Vehicle Plug-in Payment for Employees authorized to keep their vehicles at home. (payment will be made on a separate cheque)	\$36.00	\$37.00
8. Retroactivity of 5.5% on all earnings to July 1, 1990 will be paid prior to Christmas on a separate cheque to Drivers on staff at ratification.		

SCHEDULE "B"

Boundaries for Drop Charters

East: Cumberland and Clarence Township boundary
(Canaan Road)

South: Regional Road 6 in Osgoode Township

West: County Road 5, North Region Road 20 in
West-Carleton

North: St. Joseph Blvd. in Hull (Limbour)