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Article 1: Preamble and Recognition

- 1.1 It is the intent and purpose of this Collective Agreement to promote and improve the industrial and economic relationship 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. This Collective Agreement eliminates all previous Letters of Understanding between the Parties, except those specified in this Agreement.**
- 1.2 The Company recognizes the National Automobile, Aerospace, Transport and General Workers Union of Canada (CAW Canada), Local 4266 as the sole Bargaining Agent for all driving positions of the Company, save and except foremen and positions above the rank of foreman, office and administrative staff, safety and driver trainers, and mechanics who are covered by another Collective Agreement with the C.A.W.. The Company 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.**
- 1.3 The Union having been recognized as the sole Bargaining Agent for all employees of the Company, agrees to support and compel observance of all rules and regulations as laid down by the Company that are not in conflict with this Agreement.**
- 1.4 In order to maintain good relations and in the interest of both parties, the Company the Bargaining Committee and the National Representative of the Union agree to meet during the period of the Agreement to discuss and settle questions arising out of the interpretation of the Collective Agreement or circumstances unforeseen pertaining to the Collective Agreement.**
- 1.5 The contents of the understanding will be drawn up in the form of a Memorandum of Agreement and signed by the signatories to the Collective Agreement or their successors. Copies of the signed Memorandum will be sent to each of the Parties.**
- 1.6 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.**
- 1.7 Bargaining unit work shall be performed by employees in the bargaining unit, except in the case of emergencies.**
- 1.8 No other organization will be authorized or permitted to distribute literature, or to solicit in anyway whatsoever, or be permitted to collect union dues on the Company's premises.**

Article 2: No Strikes, No Lockouts

- 2.1 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.
- 2.2 It shall not be a violation of this Agreement when the employee refuses 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 the Company may be performed even if there is a strike at a school providing the loading and unloading is arranged adjacent to the school property.

Article 3: Definitions

3.1 **Company:**

Company shall mean Laidlaw Transit Ltd, and Ottawa known as the Ottawa Division, and Laidlaw Transit Ltd, 1830 Trim Road, Orleans known as the Cumberland Division.

3.2 **Union:**

Union shall mean the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), bargaining unit Local 4266 and its members and officials recognized in this Collective Agreement.

3.3 **Parties:**

Parties shall mean those defined by Company and Union.

3.4 **Service:**

Service shall mean the length of time a person has worked for the Company.

3.5 **Seniority:**

Seniority shall mean the service time accumulated by an employee in a group or classification covered by this Collective Agreement.

3.6 **Employee:**

Employee shall mean a person employed by the Company and who is working in a position covered by this Collective Agreement and must be the bearer of a valid Class B school bus driver's license, (excluding employees who currently possess a Class E license so long as there is work available for that class of vehicle or if work becomes available through the posting process during the school year) issued by the Province of Ontario. Employee and driver as referred to in this Agreement mean the same.

Employees may fall into one (1) of the following categories:

- A) **Full time** - means the employee normally and consistently works at least twenty five (25) hours per week on a regular A.M. and P.M. school route per work day.
- B) **Part time** - means the employee normally and consistently works less than twenty five (25) hours per week on a regular A.M. and P.M. school route per

work day. (See Letter of Understanding O.B.E.)

C) **Casual** - means an employee who does not meet the conditions of a full time or part time employee. Casual employees do not accumulate seniority. In the event a casual employee qualifies as part time, as defined, he/she shall commence to accumulate seniority from his date of qualification. Casual employees will be placed at the bottom of the charter sign up sheets for charters each day of the week, Saturdays and Sunday inclusive.

3.7 The Company shall recognize the following Union Representation:

- a) A **Negotiating Committee** of three (3) employees consisting of the president, local chairperson and one member in good standing.
- b) The Committee outlined in 3.7(a) above shall serve also as the grievance committee.
- c) **Local Chairperson:** The Local Chairperson is the Chairperson of the Bargaining Committee responsible for the supervision of grievances and negotiations.

3.8 **Authorized Local Representative:**

Means a member in good standing with the Union, appointed by the Local Chairperson or the Grievance Committee.

3.9 **Accredited or Authorized Representative :**

Means an appointed staff member of the National Automobile, Aerospace, Transportation and General Workers Union (CAW Canada) who has responsibilities, as set out in the Agreement.

3.10 **Working Day:**

Unless otherwise stated, wherever day is used it shall mean a working day on which the Company schedules its normal business from Monday to Friday, but excluding holidays.

3.11 **Program:**

Means a piece of work that may require one (1) or more days per week or per month on a continuous basis. A posted program employee becomes a restricted driver and can not accept other work that would interfere with that program, but may perform charters, which do not interfere with the program or any other scheduled work. An employee who posts for a program at the August booking will be permitted to post for other programs as per Clause 5.7 and 5.8. Employees posting for programs occurring after the August booking, will be subject to Clause 7.16.

3.12 **Restricted Driver:**

Means a driver who has posted for a piece of work and is restricted from performing any other work that would interfere with the performance of the posted worked. Nothing herein prevents an employee from utilizing their seniority in accordance with Clause 5.11, except for programs as set out above.

3.13 Unrestricted Driver:

Means an employee who has posted to a position designated by the Company whereby the driver is normally performing work other than scheduled A.M., P.M., or kindergarten runs. An unrestricted driver may not be removed from his unrestricted duties unless agreed to by the employee.

3.14 School Bus Operator:

Means an employee who posts or is assigned to a regular school route for a period of one (1) year, and who may perform charters and programs.

3.15 Gender:

Whenever the masculine or feminine gender is used in this Agreement it shall refer equally to either or both genders, singular or plural.

3.16 Geographical Area - Will apply :

a) For the purpose of posting for A.M. and P.M., programs (shuttles) will be determined as within an eight (8) kilometer radius of the originating point of the route (first pickup) from the approved parking location of the bus.

b) For charters and kindergarten, will be determined as within an eight (8) kilometer radius of the school(s), program(s) served in the A.M.

Article 4: Seniority

4.1 For the purpose of seniority, employees covered by this Agreement shall form one (1) seniority group.

4.2 A newly hired employee shall be on probation for sixty (60) working days from the date of hiring. Days worked need not be consecutive for purposes of calculating the period of probation. A days work for the purpose of this clause, is any assignment performed by the employee on any day. 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 only in the case of discharge. After the completion of the probationary period seniority shall be effective from the original date of employment.

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

(a) if he/she is discharged for just cause and is not reinstated.

(b) if he/she resigns voluntarily.

(c) if, following lay-off, he/she fails to return to work within five (5) working days after receiving notice by registered mail to do so, unless just cause exists.

(d) if he/she accepts other employment that prevents him from performing his normal school bus driving duties.

(e) if he/she accepts any employment with another school bus company.

- 4.4 Except as provided in Clause 4.3, the seniority of an employee cannot be severed by the Company unless agreed to by the Union.
- 4.5 The seniority lists shall be posted on the Union notice boards in June 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. The Local Chairperson shall furnish a copy of the master seniority list and sub seniority lists to the Company prior to posting. All seniority lists posted will be mutually agreed upon between the Company and Local Chairperson. The seniority lists shall be amended to include new and terminated employees in October and February of each year. These amendments do not constitute an official seniority list. The posting in June shall be considered the only official seniority lists. A list of all employees who have terminated, including resignations, will be given to the Local Chairperson at the beginning of each month.
- 4.6 A seniority status that has remained unchanged for twelve (12) consecutive months from the posting shall be considered as permanently correct. Any protests with regard to an employee's seniority standing must be submitted in writing within sixty (60) calendar days from the date seniority lists are posted. An employee or his representative must present proof of error, should the error be corrected, the corrected seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless agreed to in writing between Division Manager and the Local Chairperson.
- Employees from another bargaining unit shall not retain their seniority within this bargaining unit. New employees acquired through acquisition shall be placed at the bottom of the current seniority list.
- 4.7 No employee shall be transferred to a position outside the bargaining unit without his consent. An employee transferred to a position outside the bargaining unit, shall have his/her seniority frozen for a period of twelve (12) months from first day of transfer. An employee remaining outside the bargaining unit longer than twelve (12) months shall relinquish seniority and 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 twelve (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 this provision 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.
- The employee shall have no right to return to the bargaining unit if the employee was terminated for just cause or was transferred for a period longer than twelve (12) months, unless the employee has given written notice and it has been mutually agreed upon between the Company and the Union. This only once in five years.
- 4.8 A driver requesting a transfer between one of the Company locations set out in clause 3.1 shall make their request known to the Company not later than two (2) weeks prior to the general annual bookings.

- 4.9 The parties to the Collective Agreement recognize the special circumstances that apply to individuals who work either on AM or PM work assignments on a regular five (5) days per week.

In recognition of the above, should either one move from being a casual employee to either a full time or part time employee, their service shall be recognized for seniority purposes on the basis of one half their accumulated service up to the date of the change in status.

The parties to the Collective Agreement recognize the special circumstances that apply to individuals who work covering AM and PM school runs regularly five (5) days per week. In recognition the employees would accumulate full seniority. This recognition will take effect upon date of ratification.

Article 5: Route Assignment, Booking and Posting

- 5.1 (a) It is understood that due to the nature of the Company's' business, school routes have priority over all other work. It is understood that a school route or combination of school routes can preclude a posted employee from using their seniority to perform other work if it would require the Company to replace the employee for the whole or portion of the route(s) that day.
- (b) The Company can restrict either a school route or combination of school routes for the period of a posting. 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 (1) school year.
- 5.2 There will be a general annual booking of classifications as defined in Clause 5.4(i). A list of both the unrestricted runs and restricted runs and subsequent changes shall be provided to the Local Chairperson, at the general annual booking.
- 5.3 The 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.
- 5.4 The general annual booking will be carried out in the following manner:
- (a) All known school runs and programs will be booked and posted by the second week of August, each year. Any new runs will be posted as soon as they become known.
- (b) Employees shall bid on these runs according to seniority and provided the approved parking location of the bus is within an eight (8) kilometer radius of the originating point (first pickup) in the A.M. run.
- (c) Late runs will be offered to the most senior driver serving the school in the A.M.

- (d) The allocation of runs will be performed by the Operations Manager, Dispatcher, and Local Chairperson during August and will be based on the available information with respect to route description and run times. The parties to this Agreement recognize that school run(s) and kindergarten are subject to change after the annual booking and that employees are expected to remain on the run.
 - (e) All Kindergarten runs will be awarded to the employees with the greatest seniority within an eight (8) kilometer radius of the school(s) served in the A.M..
 - (f) A customer may require that a school run be operated by a driver who either speaks, English, French, or is bilingual. The Company will offer the school run to the most senior employee who meets the language requirement and the approved parking location of the bus is within an eight (8) kilometer radius of the first pickup and then in the nearest geographical area to the first pick up and then the terminal.
 - (g) Relief work for Kindergarten runs will be assigned according to seniority to the driver familiar with the area, within an eight (8) kilometer radius of the school(s) served in the morning, who signed for that work at the annual booking. Should no driver be available the Company will assign the work to a driver on the premises.
 - (h) The annual postings cannot be bumped until the last day of June, of each year. When a school closes early for the summer holiday, the displaced employee will be placed behind the posted unrestricted group. Commencing the end of June, of each year, seniority shall prevail.
 - (i) The classifications shall be those set out in Schedule "A".
 - (j) Known summer work will be posted each June to the attention of the drivers and will be assigned according to the general principles applied to the annual booking procedure.
- 5.5(1) It is understood that seniority, classification and qualification will apply to all postings, with the exception of either specific language, or other written requests from a customer, as a result of driver poor work performance and/or misconduct, this would be subject to the provisions of Article 15.
- (2) An employee removed from a school run due to a qualification prerequisite (language), will:
- a) be assigned to an open run of equal value or
 - b) be allowed according to his seniority to exercise his bumping rights to a run within the eight (8) kilometer radius of the first pick up and then the terminal.

This does not apply to disciplinary reasons.

- 5.6 Line runs, which become open after the annual booking shall be posted for ten (10) calendar days and shall show the rate of pay, hours of assignment and days off duty. The work shall be awarded to the senior qualified employee who has an approved parking location within eight (8) kilometer of the originating point of the line run.
- 5.7 An employee on the basis of seniority may post for a vacant or new run that 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. Time and date will be recorded on the postings going up and coming down.
- Employees who are on a temporary posting will be given the opportunity to remain on the posting should the leave of absence be extended.
- 5.8 The Company will post all primary vacancies and all secondary vacancies over 2 hours total daily and thereafter fill any remaining vacancy created on the basis of laid off employees, employees without posted runs or hire new employees.
- (1) All new runs, which become available after the annual booking, will be posted for a period of five (5) days. The Manager may assign the vacant run, on a temporary basis for a maximum of ten (10) days or such other mutually agreed time, to any employee not assigned to a run, or to any other employee wishing to do the work.
- 5.9 An employee may exercise their seniority standing for charters and/or programs, when changing their booking through either a temporary or a permanent posting to another school route or program. Upon completion of a temporary posting the employee shall resume his former booking or position with full seniority rights.
- 5.10 A school bus driver who moves to a location and is unable to perform their present school run, shall be entitled to exercise their seniority only when a vacancy occurs, or their full seniority at the next annual booking.
- 5.11 An employee wishing to leave their posting must apply in writing to the Operations Manager and allow the Manager five (5) working days to find a replacement employee. The Operations Manager, will discuss the notice with the Local Chairperson and make every effort to either place the employee on an open school run or allow the employee to apply for any available posting.
- 5.12 The Company shall have sole discretion in determining whether or not permission is granted or revoked for any employee to keep a Company vehicle at any location other than the home base or yard. The employee shall be responsible for obtaining such safe and secure parking facilities, which includes the payment of any parking tickets and complying with Company directives with respect to any complaints.

Article 6: Reduction and Recall to Work

- 6.1 In the instance of a reduction in the number of employees, the Division Manager will discuss such matters with the Local Chairperson and take into consideration any proposals made on behalf of the employees.
- 6.2 When reducing the workforce, senior employees with sufficient qualifications to perform the work will be retained.

- 6.3 An employee whose position is abolished or who is displaced shall be provided with five (5) days prior notice and shall exercise their seniority rights within five (5) days provided the employee is sufficiently qualified to perform the work. An employee who fails to exercise their seniority rights without a reason satisfactory to the Company will be considered as voluntarily resigned.
- 6.4 An employee laid off shall register their name with the Dispatcher and the Local Chairperson.
- 6.5 A laid off employee who wishes to be recalled to work on a periodic basis shall keep the head dispatcher advised of their current home address and telephone number. Recall to periodic work shall be done in order of seniority. An employee may refuse to accept the work providing a junior employee is available. The junior employee qualified must accept the work.
- 6.6 A laid off employee shall be recalled to work in order of seniority when there is an increase in manpower or a vacancy occurs. An employee may decline the notice of recall in the case of the assignment being less than thirty (30) working days.
- 6.7 The Company shall send notice of recall by registered mail to the last known address of the employee, a copy of this letter will be provided to the Local Chairperson. An employee having been sent notice of recall shall report to work no later than five (5) working days from the date the letter is received. An employee who fails to report within this period, except when medical proof of illness is provided, or is prevented from reporting to work due to bereavement or other reason satisfactory to the Company, shall be considered to have resigned and shall lose all seniority.
- 6.8 The provisions set out in Clause 6.7 above with respect to sending notice of recall, do not apply in the case of employees being laid off from work during the normal holiday periods, such as March break, Christmas, and summer vacation periods.

Article 7: Charter Assignment

- 7.1 Drivers wishing to be assigned charter work will be permitted to sign up for charter work on a bi-weekly basis. A probationary employee will be restricted to the Ottawa / Carleton charters only. Drivers will print and sign their name, along with their seniority number and sign up period. There will be proxy signing excluding dispatch and Management or signing for a period of longer than two (2) weeks.
- 7.2 The notice will be posted bi-weekly to the attention of the drivers Thursday through to Wednesday, for drivers to sign for available charters in the following two weeks commencing on the Monday.
- 7.3 Sign up sheets will break down charters on the following basis:
- a) Days
 - b) Evenings - after school closing, Monday to Thursday
 - c) Weekends - Friday after school closing, Saturdays, Sundays
 - d) Statutory Holidays
 - e) School P.D. days

An employee may indicate in writing to dispatch their preference be assigned for either local or out of town charters, or both for that sign up period.

- 7.4** The assignment of charter work will not interfere with an employee performing their regular A.M., kindergarten, P.M., or any other scheduled work, except for posted unrestricted drivers.
- 7.5** A driver, after accepting a charter as per Clause 7.14, who reports late for a charter, declines a charter, or refuses to perform a charter or program, and the Company determines upon investigation that the reasons provided were not either valid or acceptable, may be subject to disciplinary action, which might also include denial of charter driving privileges for that sign up period.
- 7.6** In the opinion of dispatch, there must be a minimum of fifteen (15) minute's clearance, in order to assign a charter to a driver.
Fifteen minutes clearance means:
- a) From the end of the A.M. school run and the departure time of the Charter.
 - b) The estimated end of the charter and the first pick up in the P.M. or kindergarten.
 - c) Between the end of one (1) charter and the departure time for subsequent charters.
 - d) Any dispute with respect to the fifteen minute clearance time will be resolved by dispatch and the Local Representative giving consideration to factors, which could have affected the driver reaching the charter location on time.
- 7.7** Report time for charters is at least ten (10) minutes prior to the departure time booked for the charter.
- 7.8** Charters will be allocated by seniority, provided that other criteria as set out in the charter assignment are met. A driver may perform as many charters as may be practically scheduled. A posted driver must perform at least one (1) (if available) charter in the day and thereafter may refuse more than one (1) charter in a day.
- 7.9** School charters will be assigned by seniority on the following basis:
- a) Seniority of drivers who have signed up for programs or the school(s) served in the A.M..
 - b) Signed up senior drivers who regularly serve the area within an eight (8) kilometer radius of the school.
 - c) Drivers by seniority, who have signed up who are out of area.
 - d) Unrestricted drivers by seniority.
- In all cases, the charter assignment will not interfere with the driver provisions of 7.4
- 7.10** Public charters will be allocated by seniority by those employees who have signed up, subject to it not interfering with their regular scheduled work.
- 7.11** Unrestricted drivers primary responsibility is to be available for and to cover charter assignments (in order of seniority) during restricted time. Restricted time is determined by individual start and finishing times for each route for schools in both the A.M. and P.M. Unrestricted drivers will be posted for at the time of the

annual booking.

- 7.12 Unrestricted drivers not performing charters will be permitted to perform spare driving duties for the Company for A.M. and P.M. school routes.
- 7.13 Dispatch will include the employee's seniority number after the employee's name, when awarding all charters on the posted charter sheets, and seniority will govern the assignment of the best piece(s) of work. The best piece of work is determined by the amount of payment to be received by the employee.
- 7.14 Charter work will be allocated at least two (2) working days in advance. Drivers are locked in when they have confirmed their assignment(s) by the Company. When an employee has been advised to call for work, they must make every effort to contact the office within three (3) hours to confirm the assignment.
- 7.15 A charter not filled by the sign up sheets will be allocated by the Company.
- 7.16 Last minute charters are defined as any charter received by the Company after the posting of the charter assignment for the following day where there is not three (3) operating hours available to the Company to schedule the charter.
- 7.17 Last minute work will be assigned to drivers on premise. "On premise" means, reports for the assignment after being paged by dispatch through the office paging system. A driver will be permitted to refuse a last minute assignment and the work will be filled by offering the work to any senior driver on the premise. Dispatch will note on the charter assignment sheet, a last minute assignment.
- 7.18 The Parties agree that all continuous programs in excess of five (5) operating days shall be posted for at least five (5) days in a place accessible to all employees. The employee successful on the posting will be required to perform the work until the completion of the program. The approximate duration of the program will be noted on the posting.
- 7.19 In the event of a ten (10) hour charter being cancelled, the affected employee may bump the most junior employee from the assigned charter sheets on that day or be reinstated on the sign up sheets for incoming work for that day.
- 7.20 Employee assigned to a charter assignment for three (3) days or more shall be guaranteed a minimum nine (9) hours pay for every full lay over day on that charter.
- 7.21 Known charter work for the following day will be posted in a place accessible to the employees affected, no later than the regular office closing or by 6.00 P.M., it shall be added to the posting as soon as it becomes known, except for last minute work.
- 7.22 A copy of the dispatch work sheets, with all changes made to it for the previous day work, shall be posted outside the dispatch office by 7.00 A.M., the next day in a place accessible to all employees.
- 7.23 Charters outside of Schedule "B" will be paid the charter rates, they will be posted as follows:
 - a) one way drop
 - b) drop and return
 - c) one way return

Employees assigned to a drop and return should be expected to complete the return portion.

7.24 On multiple charters no payment will be made to the driver if the driver misses the charter due to breakdown, snow, charter group delay, and cannot meet the report time of the next charter.

7.25 Once the charter posting is posted to the attention of the work force, it is the employee's responsibility to bring to the attention of dispatch any knowledge of errors or omissions that may have been recorded with respect to dispatch charter allocation. Failure to notify the Company of any known errors or omissions prior to the charter being completed will result in the assignment being considered final and accurate.

Dispatch will upon being notified of a possible error in the assignment, make any correction with respect to the error, provide clarification as to why the work was assigned and if disagreement still exists, note the time and date of the complaint being made.

7.26 Confirmation by the driver for assigned charter duties will be made with the dispatch office either by personal contact or by telephone.

Article 8: Hours of Work and Overtime

8.1 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.
6. Verify route descriptions as required.

8.2 An employee performing a school bus run will be paid the rate appropriate for the classification.

- (a) Time allocation of a school route will be based on the time required from the first pick up to the final drop off of the school run and the reverse for the P.M.
- (b) An employee delayed on the scheduled run due to breakdown or snow delay will be paid at the Cover rate of pay for any hours spent waiting beyond the employee's regular route finishing time. The employee shall receive the regular rate of pay for the classification for time spent waiting up to the employee's normal school route finishing time.

8.3 School bus employees will be paid overtime at the rate of time and one half (1 1/2) for any hours worked in excess of eighty (80) in a bi-weekly period on school routes which are paid by Item #1 in Schedule A, and as defined in Clause 8.1. All other work shall be excluded from any overtime premium. Disputes on time allocations will be settled between the Local Chairperson and the Operations Manager.

8.4 An employee reporting for his school route or routes and such assignment was

cancelled, shall be paid according to Schedule "A".

- 8.5 An employee who reports to work his regular assignment shall be permitted to complete his assignment unless he lays off of his own accord with the supervisor's permission, in which event he shall be allowed actual time worked at the basic rate.
- 8.6 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 employee as a spare driver, who shall be considered as junior to any spare employee for the day, and if so held shall be paid the basic rate for the time held.
- 8.7 Employees will be given a minimum of eight (8) hours rest between assignments of one (1) day to the first assignment of the next day.
- 8.8 Employees delayed on 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 required hours are not sufficient. Upon completion of forty (40) hours in one (1) week, an employee will forfeit his seniority, unless overtime work is authorized by the Company.
- 8.9 It is understood that overtime does not apply to the long day charter or premium.
- 8.10 Only overtime authorized by the Company shall be worked, except in an emergency where advanced permission is not obtainable.
- 8.11 The provisions of Clause 8.4, do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call.
- 8.12 An employee on an hourly remain charter or hourly paid program, shall be allowed thirty (30) minutes before departure time of the charter, and fifteen (15) minutes after completion of the 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.
- 8.13 An employee on a back to back remain charter will receive a minimum of fifteen (15) minutes to a maximum of forty-five (45) minutes pay at the charter driving rate.
- 8.14 In the event of a break down or snow delay, the employee shall be paid at the applicable rate (school charter, cover rate) for the work being performed.
- 8.15 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 the hourly rate.
- 8.16 Drivers covering an additional school run (s) will be paid the value of the run covered or the portion covered.

Article 9: Days Off

- 9.1 Assigned employees shall have two (2) consecutive days off duty each week.
- 9.2 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 Chairperson for the purpose of reaching mutual agreement on the assignment of non consecutive days off or other suitable arrangements.

- 9.3 Frequent Absences – Employees who book off more than three (3) times in a thirty (30) day period, other than emergencies or certified medical may be subject to disciplinary action, which might include their run(s) being posted.
- 9.4 Other than illness or emergencies, employees will provide twenty-four (24) hours notice if they require to book off their scheduled work.
- 9.5 In the event that a home port employee books off, other than for illness or emergency, the driver may be required to return the bus to one of the companies' depots.

Article 10: Relief Work and Preservation of Rates

- 10.1 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.
- 10.2 An employee who has completed one (1) full working day in a higher classification shall be paid at the rate of pay for that classification for that day.
- 10.3 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.
- 10.4 Bus changes shall be done by the Maintenance Department, except when the bus change is required for transportation need, in which case the bus change will be done by the employee, if available. Drivers will not be obligated to operate the bus when it is being pushed
- 10.5 When an employee's pay cheque is short by twenty five (\$25.00) dollars or more due to Company error, the Company will issue to the employee (cash or cheque) the full amount within seventy-two (72) hours. Amounts under twenty five (\$25.00) dollars shall be given in the next pay period.
- 10.6 If the Company suspects an employee has made an error in the calculation of his pay, the Company shall advise the employee of the difference in the employees pay cheque. The Company will include a statement detailing the date, number and amount of each charter.

Article 11: Paid Holidays

- 11.1 The following days shall be recognized as paid holidays:

New Years	Civic Holiday
Good Friday	Labor Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada day	Boxing Day

- 11.2 If, however, the celebration of one (1) or other of the above mentioned holidays is determined by either the Federal Government or by the Provincial Government, these holidays must be observed on the date so determined.
- 11.3 To qualify for any holiday pay an employee must have worked or been available for work on their last scheduled work day prior to and following the paid holiday. An employee shall not be disqualified from receiving holiday pay under this clause in the event the employee is absent from work on the preceding day due to an authorized leave of absence or in the event that the employee is prevented from performing service for the Company due to personal injury which is not covered by Workers Compensation. If an employee has been laid off on the workday immediately preceding the holiday or is on leave of absence, the employee shall not be disqualified from receiving holiday pay.
- 11.4 To qualify for holidays occurring in July and August, the following applies.
1. Employees who perform summer work in July shall be entitled to be paid for Canada Day, provided that they worked their last scheduled work day prior to Canada day and their first scheduled work day in July.
 2. Employees who perform work in July and August or who work a regular A.M./ P.M. school run in August shall be paid for Labor Day provided they work their last scheduled work day prior to labor day and their first regularly scheduled school run in September.
 3. Employee who works in July and August shall be paid for Civic Holiday and their first scheduled workday after the holiday.
- 11.5a An employee who is required to work on a holiday for which they are qualified for holiday pay in accordance with Clauses 11.3 and 11.4, will be 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 may be practical, the day off will be consecutive with a regular day off or with his vacation period.
- 11.5b Employees working stat holidays are paid his/her stat plus time and half (1.5) for hours worked.
- 11.6 School bus employees who operate a school bus shall receive the equivalent pay of their school run(s) for that day; this will include kindergarten and late runs, providing the employee performs them regularly.
- 11.7 If one (1) of the paid holidays falls on an employees assigned day off, the following working day will be considered a paid holiday at the rate of pay mentioned above.

Article 12: Vacation Pay

- 12.1 Employees shall receive vacation 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 (4%) percent of their gross earnings.
 - (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 (4%) percent of their gross earnings.

(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 (6%) of their gross earnings.

(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 (8%) of their gross earnings.

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

Gross earnings shall for the purpose of calculating vacation pay, accrue from the first (1) day in June each calendar year to the thirty first (31) day of May the following year. A statement of earnings will be provided each employee. The period of continuous employment relationship will be calculated at the thirty first (31) day of May in the year in which the vacation pay cheque is issued.

Vacation pay cheques shall be issued no later than June 15th, each year.

- 12.2 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, leave of absence or non compensable injury, or for the purposes 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 will be no deduction in 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 should it occur a vacation credit shall be reduced on a pro rata basis.
- 12.3 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 Dispatcher at least one (1) month in advance of the employees desired vacation period. Requests will be discussed and a mutual agreement reached between the employee and the Dispatcher.
- 12.4 Unless mutually agreed, employees who do not apply for vacation as set out in Clause 12.3 shall be required to take their vacation at a time prescribed by the Company, except in the case of illness or leave of absence.
- 12.5 An employee who leaves the service of the Company for any reason shall receive any accumulated vacation pay due.
- 12.6 It is understood that any employee who leaves the Company of his own accord is expected to give prior notice to the Company; failure to do so will result in the vacation being paid in the next pay period.

- 12.7 An employee who is laid off by the Company (other than for Christmas, Easter, March break or the normal school summer period) may request and will receive any vacation pay due.
- 12.8 Vacation days will be exclusive of the assigned rest days and paid holidays specified in this Agreement. Employees going on vacation will not be required after seven (7) P.M., on the last working day prior to their assigned rest days, unless agreed to by the employee.

Article 13: Health and Welfare

- 13.1 The Company shall make premium remittances to provide an insurance plan to cover sickness, accident and drugs, which shall be made available to full time employee of the bargaining unit. The Company will pay ninety percent (90%) of the premium costs of the insurance. The insurance will comprise the following:
- (a) Life Insurance \$30,000 maximum
 - (b) Accidental Death & Dismemberment \$30,000 maximum
 - (c) Weekly Indemnity - to meet E.I. requirements.
- 13.2 Casual and part time employees are ineligible to participate in any of the benefits, as set out.

Article 14: Leave Of Absence

- 14.1 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 Union business that is related to the business of the employees, provided that in granting such leave of absence the Company will not be required to pay overtime rates to any relieving employee.
- 14.2 Elected delegates as per the Union constitution shall be granted a leave of absence without pay to attend general business and conventions of the Union.
- 14.3 The Company may grant a leave of absence without pay to any employee for legitimate reasons. The request and granting of the leave shall be in writing. The company may, at its discretion, grant such leave of absence for a period of up to three (3) months and the leave may be extended.
- Leave of absence may be extended by the company upon application in writing from the employee, provided such application is received at least seven (7) calendar days prior the expiration of leave of absence.
- 14.4 An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority rights and his name will be removed from the seniority list.
- 14.5 Absolute proof of illness or other valid reasons mutually agreed to by the Company and the Union preventing return of an employee from an approved leave shall excuse the employee's failure to return upon expiry of the leave.
- 14.6 An employee who returns from an authorized leave of absence within the current school year shall resume his former position (school runs and/or programs).

- 14.7 Employees may be granted three (3) months leave off absence for educational purposes. Proof of course (s) must be provided. The Employee's seniority will be frozen during the leave of absence.

Article 15: Discipline And Grievance Procedure

- 15.1 An employee having sixty (60) working days or more seniority will not be disciplined or discharged from service until an 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 in writing of the names of those reprimanded and the reason for the reprimand.
- 15.2 Management will not call in any grievor to discuss the grievance unless the Local Chairperson or his designate is present.
- 15.3 Other than in the case of dismissible offence, when an employee believes he has been unjustly dealt with or that any provisions of this Agreement have not been complied with, the grievance will 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 Operations Manager within seven (7) days of his knowledge of the complaint. The Company will acknowledge receipt of the grievance and provide a copy of the acknowledgment to the Local Chairperson. The Operations Manager shall render his/her decision in writing within seven (7) days of receipt of the grievance.

Step Number Two:

Failing satisfactory answer at Step One, the Local Chairperson or member of the grievance committee may submit the grievance to the Branch Manager or his representative within fifteen (15) days of receiving the decision under step one. The Branch Manager or his/her representative shall render his decision within fifteen (15) days of receipt of the grievance.

Step Number Three:

Failing satisfactory settlement at Step Two, the Local Chairperson may submit the grievance in writing to the General Manager of the Company or his designate within eighteen (18) days of receiving the decision under Step Two. The General Manager or his/her representative shall render his decision in writing within eighteen (18) days of receipt of the grievance. Every six (6) weeks the Parties agree to schedule a grievance meeting to discuss all Step Three grievances. The National Representative will be present at this meeting. The meeting may be cancelled by mutual agreement or on seventy-two (72) hours written notice by either Party. If the grievance meeting is cancelled a new meeting is to be rescheduled within three (3) weeks.

Step Number Four:

Failing satisfactory settlement at Step Three, either Party may refer the grievance to arbitration as set out under Article 16, within thirty (30) days of receiving the decision under Step Three.

- 15.4** 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 the matter as soon as the offence becomes known to the 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, the Company shall present all evidence and/or witnesses to support the case. The employee must also be represented by the Local Union Representative and/or Accredited Representative of the Union. The Company will render its decision from the hearing within five (5) working days. If the employee is not satisfied with the decision, the employee may process the matter further, commencing at Step Number Three of the grievance procedure.
- 15.5** The time limits, if applied for in writing prior to the expiration, may be extended by mutual agreement.
- 15.6** Either Party to this Agreement who violates the time limits provided herein or fails to request an extension of the time limits in accordance with Clause 15.5, 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.
- 15.7** Supervisors when examining or checking an employee are to give facts pertaining to the employee's performance of his duties. Personal opinions of supervisors not substantiated by facts will not be made the basis for 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 assistance of witnesses if the employee deems it necessary in the defense of his case.
- 15.8** Should the grievor be exonerated, compensation will be made for any time lost and any other expenses created due to the processing of his case, and the record of the employee will be cleared.
- 15.9** 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 Union.
- 15.10** The Company shall not place in 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 placed in his record.
- 15.11** The grievance procedure shall apply equally to a grievance lodged by a group of employees and are processed in the same manner as an individual grievance.
- 15.12** It shall be understood that the time limits provided herein, exclude Saturdays, Sundays and Paid Holidays.
- 15.13** Should an employee have his driver's license suspended, his status with the Company will be discussed with the Local Chairperson of the Union on the basis of its merit.
- 15.14** An incident record relating to employment shall remain in the employees'

personnel file unless there has been a twenty (20) month period where no similar incident has occurred. If no similar incident has occurred, within the twenty (20) month period, the record will be removed from the employees' file.

- 15.15 A summary copy of safety meeting decisions will be given to the Local Chairperson.

Article 16: Arbitration

- 16.1 Grievances, which have been processed according to Article 15 of this Agreement, which cannot otherwise be disposed of between the Company and the Union, shall be arbitrated in the following prescribed procedure.
- 16.2 A request for arbitration of a grievance shall be made in writing by one (1) of the Parties and such request shall contain the names of three (3) persons acceptable as arbitrators, to the requesting Party.
- 16.3 Seven (7) days after receipt of the request for arbitration, the other Party shall select an arbitrator from one (1) of the three (3) persons named in the request, or submit to the requesting Party three (3) names of persons acceptable as an arbitrator.
- 16.4 If the Parties are unable to agree on the selection of an arbitrator within fourteen (14) days of the date of the request for arbitration, or such longer period of time as may be mutually agree, then the Parties shall jointly request the Federal Minister of Labor to select an arbitrator, and his selection shall be final.
- 16.5 The decision of the arbitrator shall be final and binding on the Parties.
- 16.6 As a result of the grievance and arbitration procedure, there shall be no stoppage of work by the employees.
- 16.7 The time limits herein may be extended upon mutual agreement in writing, provided the request is prior to the expiration.
- 16.8 Either Party to this Agreement who violates the time periods provided herein or fails to request an extension of the time limits as set out in Clause 12.7, will be recognized as having yielded and must concede the case to the other Party.
- 16.9 It shall be understood that the time limits provided herein, exclude Saturdays, Sundays and Paid Holidays.

Article 17: Deduction of Dues

- 17.1 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 Union membership card and to each person subsequently employed after December 9, 1973, occupying a position within the bargaining unit, an amount equivalent to the uniform monthly dues of the Union, 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 Union. They will have payroll deduction for Union dues as provided for in the Constitution of the Union and in accordance with the Collective Agreement. Employees will be given an application for

membership and authorization for check off of dues and initiation fee on form A230-86, supplied by the Union. The Company will remit, the completed form for all new employees to the Financial Secretary of the Union, along with the regular union dues remittance.

- 17.2 The amount to be deducted shall be equivalent to the regular and uniform dues payment of the Union and shall include any initiation fee deducted. The amount to be deducted will not change during the term of this Agreement, except to conform to the amount of regular dues of the Union in accordance with its Constitution. The provisions of this Clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 17.3 Membership in the Union shall be available to any employee eligible under the Constitution of the Union. Membership shall not be denied for reason of race, national origin, color or religion.
- 17.4 Payroll deductions shall commence for the last pay period of the calendar month following completion of thirty (30) calendar days after employment commenced in a position within the bargaining unit.
- 17.5 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.
- 17.6 The amount of dues deducted from wages shall be accompanied by a statement of deductions from individuals and shall be remitted by the Company to the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- 17.7 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. In any instance that an error occurs in the amount of any deduction of dues, 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 Union, the Company shall adjust the amount of its subsequent remittances. 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 Union.

Article 18: Bereavement / Attending Court

- 18.1 When a member of the employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) consecutive working days with pay, immediately following the day of death. The employee must have served three (3) months of continuous service at the time of death.

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

In the event of the death of an employees spouse or child, an employee will be granted three (3) scheduled working days off with pay, within seven (7) days of the date of death.

- 18.2 Employees who lose time by reason of being required to attend court cases or

coroner's inquests in which the Company is involved, will be paid their regular earnings for the time away from work, plus expenses agreed upon by the Company and the Local Chairperson. Should the time exceed the hours that the employee would normally work in the day, the employee shall receive the time spent in excess of the regular daily hours of the employee at the Cover rate of pay. When employees on their weekly days off are called to help or to serve, they will be paid for the actual time spent at the hearing at the Cover rate of pay.

- 18.3 The company shall grant leave of absence without loss of seniority rights to an employee who serves as a juror or witness in any court/coroners inquest. The Company shall pay such employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay at straight time.

Article 19: Employees Held For Investigation or Company Business

- 19.1 An employee at the Companies' direction, held for investigation or other Company business and no responsibility being attached to them in connection with the matter under investigation or Company business, shall be paid for anytime lost. If no time is lost, the employee will be paid for actual time held at their basic rate, plus expenses agreed upon by the Company and the Local Chairperson. When employees are called on their weekly days off, they will be paid for the actual time held.

Article 20: Rehabilitation

- 20.1 When mutually agreed between the Division Manager and the Accredited Representative and/or Local Chairperson, an employee who has become unfit to perform his usual occupation may be placed in a position covered by this Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to displace an able bodied employee to provide suitable employment. Employees placed in another seniority section will accumulated seniority in such section only from the date the employee starts work therein.
- 20.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 20.3 An employee placed in a position under the provisions of this Clause 20.1, shall not be displaced by an able bodied employee, so long as the incapacitated employee remains in the position. Should the employee subsequently recuperate, the employee shall be subject to the rules of this Clause prior to an appointment being made.
- 20.4 The Company shall furnish the Accredited Representative and/or the Local Chairperson with full particulars of each case subject to Clause 20.3, prior to an appointment being made.
- 20.5 Employees from this bargaining unit shall be given preference over outside applicants in filling vacant positions not covered by this Agreement, provided they have the necessary qualifications.

Article 21: General

- 21.1 An employee dismissed, or leaving the service of the Company with due notice, shall be given their Record of Employment for Employment Insurance purposes and will be paid in the next pay period.
- 21.2 Employees wishing to view their file shall provide in writing twenty-four (24) hours advance notice to the Company.
- 21.3 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 driver's room.
- 21.4 Uniforms - Line Drivers and Unrestricted Drivers will be paid up to \$100.00 per year upon submission of receipts.
- 21.5 Notices of interest to employees may be posted on the premises by the Union, on a notice board provided by the Company. A copy of all notices shall be given to the Division Manager.
- 21.6 An employee who must call the office while on charters, line runs etc., will be reimbursed for any expense occurred. An employee who is away from home for more than two (2) days on a charter shall be entitled to call home twice weekly. The call will be for a maximum duration of five (5) minutes and shall be paid for by the Company. In the case of bona fide illness or accident at home, this rule will be extended.
- 21.7 A charter requiring an employee to obtain 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 be required to share a room.
All employees operating overnight charters and one (1) day charters of nine (9) hours or more shall receive a meal allowance in accordance with Schedule "A" attached.
An employee may request and shall be paid the meal allowance prior to the departure of the charter.
- 21.8 The Company and the Union agree to cooperate in the establishment of a Joint Labor Management Consultation Committee, composed of equal number of representatives of the Company and employees. This Committee will be governed by the rules and regulations drawn up and agreed to. The object of the Committee shall be: To provide and facilitate co-operation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between management and labor and maintaining harmonious mutual relations between them. Labor Management meetings shall not interfere with the Local Chairpersons and Authorized Local Representatives workload. It must be mutually agreed as to the time and the date of Labor Management meetings.
- 21.9 It is understood that professional development days are not paid by the Company. Employees on the basis of seniority shall have a preference on open runs of their choice on a professional development day in order of seniority, provide they have notified dispatch in writing at least three (3) days prior to the day.

- 21.10 It is understood that seniority, classification and qualification will apply to all postings with the exception of specific language requests from a client.
- 21.11 Should an employee have an accident that qualifies under the Workers' Compensation Act, the employee shall, subject to the approval of 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.
- 21.12 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 up to a maximum of one (1) hour unless authorized by the Company.
- 21.13 The Company shall pay the driver their regular scheduled run(s) rate in case the school run(s) being cancelled. This clause will not apply to inclement weather days.
- 21.14 The Company will pay three hundred dollars (\$300.00) towards the cost of printing the Collective Agreement.
- 21.15 Upon written notice from the Union to Management, the Company will announce the Union general and special meetings on the radio, to the attention of the employees, twice a day, two (2) days prior to the meeting.
- 21.16 Free transportation shall be granted to all full time and part time employees on line runs operated by Laidlaw Transit Ltd. An Employee's spouses and dependents shall be granted passes upon the request of the employee.
- 21.17 The company will pay three hundred (\$300) dollars each year of this agreement towards the C.A.W. Leadership Training Fund.
- 21.18 Employees having to change busses for a customer request, will be paid one (1) hour at the cover rate. (fueling, sweeping)
- 21.19 When ever possible, employees will be given twenty-four (24) hours notice for scheduled servicing.
- 21.20 Non-revenue (cover rate) work will be awarded by seniority from the sign up sheet. After three (3) refusals by the employee, his/her name will be moved to the bottom of the sign-up sheet.
- 21.21 Regular drivers will be paid their regular route rate to a maximum of five (5) days, on which they are prevented from working due to a cancellation of school bussing by the customer due to inclement winter weather.

Article 22: Safety & Health

- 22.1 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 interest of all parties to at all times comply with the statutes and regulations, which pertain to the operation of commercial vehicles.
- 22.2 In the event that an employee detects any unsafe condition, as defined by the Ministry of Transport, in the vehicle, that the employee is to operate, the employee shall be entitled to refuse to operate the vehicle unless it is properly repaired.

- 22.3** It is understood that there is a specific obligation on the part of employees to immediately report, in no case longer than twenty-four (24) hours, unless the employee is physically incapable due to injury to do so, to the Company any accident, Highway Traffic Act violation or CVOR citation, involving a company vehicle. Failure to do so could result in disciplinary action of the employee, if the employee fails to report the accident within twenty-four (24) hours of its occurrence.
- 22.4** Employees may be required to attend compulsory work related seminars. The employees shall be reimbursed the sum of twenty-five dollars (\$25.00) upon completion of the compulsory seminars. The workshop will be scheduled so that it does not interfere with the employee's earnings.
- 22.5** As per the Focus on Safety Handbook, employees who are involved in three (3) Category One accidents in a twenty-four month period may be dismissed.

Article 23: Duration of the Agreement

23.1 This Agreement shall be effective from the date of signing and shall remain in force and effect until June 30, 2008. Thereafter it shall automatically renew itself from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the parties to this Agreement, to the other not more than ninety (90) days and 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 proposed modifications.

Signed at Ottawa, Ontario, this 28th day of February 2006.

For The Company

Walt Bordian

Mike Casey

Yvonne Swant

Colin Doak

For The Union

Doug Hall

Charmaine Peters

Ed Butler

Harry Ghadban

Schedule "A"
Wages and Classifications:

1. Assigned School Bus Operators

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>Time</u>	<u>July 1/05</u>	<u>July 1 /06</u>	<u>July 1 /07</u>
One hour or less	\$20.16	\$20.66	\$21.18
1:01 – 1:15	27.39	28.07	28.77
1:16 – 1:30	27.49	28.18	28.89
1:31 – 1:45	31.08	31.85	32.65
1:46 – 2:00	31.20	31.98	32.78
2:01 – 2:30	33.04	33.87	34.71
2:31 – 3:00	34.87	35.74	36.64
Ottawa Board of Education	\$13.12	\$13.45	\$13.78

2. New Drivers – (First 12 months employment)

One hour or less	\$ 17.60	\$18.04	\$18.49
1:01 – 1:15	24.27	24.88	25.50
1:16 – 1:30	24.37	24.98	25.60
1:31 – 1:45	27.91	28.61	29.32
1:46 – 2:00	28.02	28.72	29.44
2:01 – 2:30	29.72	30.46	31.22
2:31 – 3:00	31.37	32.16	32.96

3. Report Pay – One hour or less assigned school bus operator rate.

4. <u>Cover Rate</u> (non revenue)/ hour	\$ 8.70(02/15/06)	\$8.80	\$ 8.90
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The cover rate will also apply to the time spent waiting at the Company's request for bus from the service department.

5. School & Public Charters

a) Ottawa Carleton Region Flat run rate	\$27.68	\$28.10	\$28.52
l) Multiple Pick ups Flat rate	\$ 4.80	\$ 4.87	\$ 4.94
b) <u>Other Charters</u>			
Driving Rate	\$11.60	\$11.77	\$11.95
Waiting Rate	\$10.62	\$10.78	\$10.94
c) <u>Cancellation fee for Drop Charters</u>	\$13.84	\$14.05	\$14.26

July 1/05 July 1 /06 July 1 /07

d) Charter evening premium (Ottawa Carleton) after 19:00 hours

i) Drop and Return	\$ 5.38	\$ 5.46	\$ 5.54
ii) Return only	\$ 2.69	\$ 2.73	\$ 2.77

e) Public or School - Ski Hill Charters

(within eight (8) kilometers of ski hill named)

i) Fortune	\$33.99	\$34.50	\$35.02
ii) Cascade, Edelweiss & Vorlage	\$45.16	\$45.84	\$46.53
iii) Lac Philippe	\$46.40	\$47.10	\$47.81
iv) Lac Peche & Le Haven	\$54.93	\$55.75	\$56.59

f) Charter Meal Allowance

i) Charter longer than 9 hours	\$13.25	\$13.45	\$13.65
ii) Charter longer than 12 hours	\$17.64	\$17.90	\$18.17
iii) Full day (2nd & subsequent full day)	\$22.46	\$22.80	\$23.14
g) One (1) way drop to or from Ottawa airport	\$19.53	\$19.82	\$20.12
h) Supplementary pay on Drop Charters	\$ 8.70	\$ 8.80	\$ 8.90
i) Driver & Shuttle Programs	\$12.48	\$12.67	\$12.86

7. Vehicle plug in payment for employees authorized to keep their vehicles at home. Power cords must be returned to the company to receive payment. Cords to be signed out each year.

\$60.00

Schedule "B"

Zone Map

**Public/School Charters
(Line Runs Excluded)**

Boundaries

East: Cumberland and Clarence Township Boundary Rd (Canaan Rd)

South: Regional Road 8 West to Bank Street (Hwy #31)

West: Bank Street (Hwy #31)

North: Maisonneuve Blvd in Hull to Gatineau River (includes Hull Casino)

Letter of Understanding

January 12, 1995

**Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers**

RE: Ottawa Board of Education O.B.E.

Dear Mr. Torre:

The parties to this Collective Agreement recognize certain specific provisions as set out below apply to drivers who normally perform work for the Ottawa Board of Education (O.B.E.)

- 1) The O.B.E. will determine the assignment of full time employees for all regular driving work, including the Christmas and March breaks.**
- 2) When O.B.E. runs are cancelled the drivers affected will be paid one (1) hour at their rate of pay. This applies only in the case of the employee not receiving notification prior to leaving their home on the day of run cancellation.**
- 3) O.B.E. drivers when requested by the Company, may become stand by drivers when released from O.B.E. assignments.**
- 4) Wage Rate for drivers performing work for the O.B.E. board shall be those set out in Schedule "A".**

Signed this __ day of _____, 1995.

For The Company

For The Union

**J.B. Tiernay
Director Human Resources**

Letter of Understanding

January 12, 1995

**Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers**

Dear Mr. Torre;

The parties to this Agreement shall enter into discussions with respect to transportation needs and costs should the Board of Education introduce a fee for service for transporting children to and from school. This applies solely to Laidlaw employee dependant children who would normally qualify for transportation on a Laidlaw school bus.

For the Company

**J.B. Tiernay
Director Human Resources**

Letter Of Understanding

January 12, 1995

**Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers**

Dear Mr. Torre;

It is understood that full time employees and current part time employees who are already participating in the Health and Welfare package will be permitted to continue in the plan so long as they remain employees and members of the bargaining unit. The Company will pay ninety (90%) percent of the premium cost of those benefits as set out in Clause 13.1. No further part time employees will be permitted to participate in any of the benefits, as set out.

It is further understood, that should the Ontario Government rescind the employer payroll tax, the parties agree that the portion of Clause 9.2 of the 1987/89 Collective Agreement that specifies the Company O.H.I.P premium will be in effect at the 1987/89 level.

For the Company

**J.B. Tiernay
Director Human Resources**