

SOURCE	L.S.		
EFF.	1998	05	01
TERM.	2001	08	31
No. OF EMPLOYEES	317		
NOMBRE D'EMPLOYÉS	317		

COLLECTIVE AGREEMENT

BETWEEN:

**LIDLAW TRANSIT LTD.
(MARKHAM & DURHAM/WHITBY DIVISIONS)**

AND:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION (CAW CANADA) LOCAL 4307**

Duration of Agreement

From date of ratification up to and including AUGUST 31, 2001

101 AUG 02 2000

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COLLECTIVE AGREEMENT

ARTICLE 1 - PREAMBLE AND PURPOSE

The Company and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize the mutual interest of the Parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the Union and the Company, to promote efficiency and service, to establish rates of pay, work, safe working conditions and other terms and conditions; of employment as set out herein, and to set forth a procedure to be followed by the Parties hereto and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise on the administration of the terms of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes National Automobile, Aerospace, Transportation and General Workers Union, (**CAW** Canada) Local 4307, as the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Markham, Durham/Whitby Divisions), save and except Foreman, Manager, persons above the rank of Manager, office and sales staff, maintenance staff and full time driver trainer.
- 2.2 The word "employee" in this Agreement shall name the employee for whom the Union is the bargaining agent as set out in Section 2.1.

ARTICLE 3: UNION SECURITY

- 3.1 The Company shall deduct on the payroll for the last pay period in each month from wages due and payable to each employee coming within the scope of the Collective Agreement, an amount equivalent to the uniform monthly Union dues of the Union, subject to the conditions and exceptions set forth hereunder.
- 3.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Union. The amount to be deducted shall not be changed during the term of this Agreement, excepting to conform with a change in the amount of regular dues of the Union in accordance with its Constitutional provisions. The provisions of this Clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

- 3.3 Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex.
On commencing employment, the employee's immediate supervisor shall make every effort to introduce the new employee to his/her Union steward or representative at the earliest time possible, not during normal working hours. The Steward or Representative will provide him/her with a copy of the Collective Agreement.
- 3.4 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly Union dues, as determined by the Union in accordance with its Constitution. Union dues shall not be deducted from an employee who has earned less than one hundred dollars (\$100.00) gross in a four week period prior to dues being deducted. The Local Chairperson shall be supplied with the proper information of individuals not required to pay dues in any given month.
- 3.5 If the wages of an employee payable on the payroll for the last pay paid in any month are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such months. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 3.6 Only payroll deductions now or hereafter required by law, deduction of moneys due or owing the Company and deductions for Group Insurance, shall be made from wages prior to the deduction of dues.
- 3.7 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than the fifteenth (15th) of the month following the date in which the deductions are made.
- 3.8 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for 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, 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 in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Clause shall terminate at the time it remits the amounts payable to the Union.

- 3.9 In the event of any action at law against the Parties hereto or any of them resulting from any deducticin or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of the Clause of this Agreement, all Parties shall co-operate fully in defence of such action. Each Party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any deduction or deductions from payrolls.
- 3.10 New Employees**
Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that National Automobile, Aerospace, Transportation and General Workers Union, (CAW Canada) Local 4307 is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Union with name, occupations; and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of employment.
- 3.11 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Company to deduct monthly Union dues, as a condition of their continued employment with the Company. This Clause is subject to mutual Agreement between the Union and the Company as to continued employment.
- 3.12 Any school bus driver who does not normally work out of the Markham Division (out of Markham bargaining unit) that is brought in on an emergency basis shall not be used to cover Markham charter work until the regular Markham charter driver list has been exhausted.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union acknowledges that the Company has all the normal and usual rights of Management in running its business in all respects according with its obligations, including the following:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim for an employee! that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
 - (c) Generally to manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;

- (d) Make and alter from time to time rules, regulations and policies which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules, regulations, policies or changes affecting the drivers which are made or altered by the Company from time to time. In addition, the Company will provide the Union with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.
- (e) Except in cases of proven drinking on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. At any such hearings, an employee shall be entitled to be represented by a representative of the Union. The Company agrees to give prior notice to a member of the Union Committee in the event it contemplates the dismissal of an employee. Nothing in this Clause shall, however, deprive an employee of exercising his full rights under the Grievance Procedure as set out in this Agreement;
- (f) When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charge against him for a period longer than five (5) working days without the holding of a hearing by the Company concerning such matter, and the employee must be notified at least one (1) working day in advance of such hearing. A copy of the notice shall be supplied to the Local Chairperson in advance of such meeting.
- (g) All Letters of Understanding to be signed by the Business Agent and/or Representative for the Union, and the Director of Human Resources or his designate for Laidlaw Transit Ltd.

4.2 The Employer agrees that no employee shall, in any manner, be discriminated against or coerced, or restrained or influenced on an account of membership or non-membership in the Union or any labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.

4.3 There will be no Union meetings of any kind called during normal working hours. The Union or any employees covered by this Agreement shall not engage in Union activities during normal working hours or hold meetings of any kind during normal working hours.

4.4 The Company agrees that on evenings when the Union is holding a meeting, it shall make

every reasonable effort to schedule work in a manner, which will permit employees to attend. The Company will make every reasonable effort to communicate such meetings to employees, including, but not limited to announcing it over the Company's radio.

- 4.5 (a) An employee may request in writing twice (2) in any calendar year to review his own work record on the employer's files. Employees will also be granted this request at the conclusion of any discipline which may occur during their employment. Such review will be accommodated within a seven (7) day period. A copy of any entry which relates to an employee's conduct, shall be sent to the employee and to the Local Chairperson at the time any entry or document is placed in the file.
- (b) The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of his/her record. The record of the employee shall not be used against him/her at any time after eighteen (18) months, except for safety related, driving related offences, and disciplinary suspensions, in which case it shall be twenty four (24) months.
- 4.5 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and Lockout as defined by the Canada Labour Code provisions, as may be amended from time to time.
- 5.2 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.

ARTICLE 6: UNION COMMITTEE AND STEWARD

- 6.0 Employees who occupy elected or appointed positions with the Union recognize they have regular duties to perform for the Employer. These employees will not absent themselves from their regular duties in order to deal with grievances or other Union business without the consent of the Employer. Consent to requests shall not be unreasonably withheld.
- 6.1 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a Grievance Committee and Company undertakes to recognize and deal with both of these committees. The Company will recognize seven (7) stewards.
- 6.2 The Company and the Union agree that a Labour-Management Committee will be established

as soon as possible and scheduled for monthly meetings for the purpose of discussing the matters of mutual concern. Meetings between the employer and the Union Committee shall be held at times mutually agreeable to both Parties; not normally during working hours. A statement outlining the matters for discussion will be submitted by each Party not less than two (2) days prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within seven (7) days, noting its Agreement or pointing out any inaccuracies in the minutes. A copy of these minutes is to be sent to the Union Business Agent/Representative.

- 6.3 The Parties agree that Management and the Union Stewards in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.
- 6.4 The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.
- 6.5 In the cases of grievance it is understood and agreed that no more than three (3) members of the Grievance Committee shall be entitled to meet with the Company at any one (1) time. One (1) of the Committee members shall be the steward concerned with the grievance. In cases of Policy Grievances and/or unusual circumstances, the provision; of this Clause may be extended.
- 6.6 The Union shall notify the employer in writing of the names of its; officers, Chief Steward, Stewards and the Union Committees dealing with the Company. This Employer shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.
- 6.7 The President of the Union, Chief Steward and Stewards have regular duties to perform on behalf of the employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union business without management consent.
- 6.8 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative shall obtain the consent and approval of the Manager or his nominee before visiting any property of the Company, which consent will not be unreasonably withheld.
- 6.9 Impartial Hearings, Grievance Meetings**
The Company agrees that the employee and the Union steward will be given advance notice of the matter to be dealt with and all details given in full.

ARTICLE 7: GRIEVANCE AND ARBITRATION

7.1 Every effort will be made to settle disputes during the early stage of the Grievance Procedure. It is understood that a reasonable amount of time **may** be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its Committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.

7.2 Subject to the terms of this Agreement which relate to the investigation following administration of discipline or the decision of the Company to discharge an employee or an employee who feels he had been unjustly dealt with, the following procedure shall be followed:

Step 1: The grievance shall be in writing, copy of which shall be given to the Manager and to the employees' Steward. The grievance must be presented to the Manager within five (5) working days after the occurrence of the matter complained of; in cases of paycheque discrepancies the five (5) days shall be from the date of the employee's receipt of the paycheque; and the Manager shall answer the grievance presented to him, in writing, within five (5) working days after he has received it. The grievance must be in a legible form and signed by the employee.

Step 2: If the matter has not been settled, the Union Steward of the employee involved may, within five (5) working days after receiving the written answer from the Manager, present the grievance in writing to the General Manager or his nominee, who shall render his decision in writing within five (5) working days after receiving it.

Step 3: If the matter is not settled the Local Chairperson and/or his representative may, within five (5) working days after receiving a written decision of the General Manager or his nominee present the grievance to the Area General Manager of the Company or his nominee. Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee (consisting of two (2) members only) which meeting will take place in five (5) working days after the grievance has been presented to the Area General Manager or his nominee.

7.3 In the event that the matter has not been settled either party may, within ten (10) working days of the aforesaid meeting, contact the other Party in an endeavour to agree on a single arbitrator. Failing Agreement within three (3) working days, arbitration will be instituted under the following conditions:

The Party desiring arbitration will give the other Party a written notice of its intention and this notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the Party. The party referring the matter to arbitration shall name its nominee to the Arbitration Board in such notice. The other party shall name its nominee to the Arbitration Board within five (5) working days after receiving a notice. Should either Party fail to appoint a nominee, he shall be appointed at the request of the other nominee by the Federal Minister of Human Resources.

- 7.4 The two (2) nominees of the Parties shall, within five (5) working days appoint or select a Chairperson for the Arbitration Board, but if they are not able to agree on the selection of a Chairperson, they shall request the Federal Minister of Human Resources to make the appointment.
- 7.5 The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all Parties concerned. If there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 7.6 Each of the Parties hereto shall bear the expense of its own representative to a Board of Arbitration and the Parties shall jointly and equally bear the expense, if any, of the third party of such Arbitration Board, or a single Arbitrator.
- 7.7 No matter shall be submitted to a Board of Arbitration which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.
- 7.8 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Local Chairperson submitting a statement of the claim to the Director of Human Resources or his nominee, who shall answer same in writing within four (4) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the President or his nominee submitting a written statement of the grievance to the Local Chairperson of the Union.

He shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Local Chairperson has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

- 7.9 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a

person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, then the Parties will co-operate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.

- 7.10 Other than the initiation of a grievance, when either violates the time limits, then the grievance will proceed to the next step. The Union will advise the Company in writing when a grievance is dropped.
- 7.11 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.
- 7.12 Disciplinary action, where necessary, will not be unduly delayed.
- 7.13 (a) In any interview involving the discipline of a seniority employee, the employee may be accompanied by up to three (3) members of the Grievance Committee; at the employee's discretion. It is the Company's responsibility to inform the employee of his right to have a Union Representative of his or her choice attend the meeting with the employee,
- (b) No meeting will be held with a driver where discipline is involved without the driver being allowed Union representation.

ARTICLE 8: SENIORITY

- 8.1 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoffs, permanent reduction of the work force and recall. Seniority shall not operate on a bargaining unit wide basis. Seniority shall operate based on a driver's classification and region of operation. When two (2) or more employees commence work on the same day, they shall be shown on the seniority list in alphabetical order.

All employees who pay Union dues each month from September to June in any school year and who during this period work at least 75% of the available working days shall be placed on the regular seniority list.

- 8.2 Seniority shall govern work allocation, layoffs, recalls and permanent reduction of the work force based on the following seniority system:
- 8.3 Drivers who take a position with Laidlaw Transit, outside the bargaining unit, who cannot fill their responsibility to their A.M. and P.M. runs, shall be granted a six (6) month leave of absence and shall have all seniority maintained during this time.

TRANSPORTATION DEPARTMENT - DRIVING STAFF

1.(a) Seniority List

School Bus Drivers by Region

The Company shall maintain seniority lists showing the date upon which each employee's service commenced and the classification of each employee. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in January, June and September of each year.

(b) School Bus Drivers

Progression through the school buses from vans to wheelchair buses will be governed by the Company's requirements and by the provisions of Article 9 of this Agreement. Should any employee move from one region to another during the school year, the carriage of seniority will apply, and if there is an employee in the region to which the moving employee has moved who is junior to the moving employee, then the most junior employee may be bumped. Under no circumstances will seniority apply in the region to which the employee has moved other than to the very most junior employee until the following sign-up. The replacement of the moving driver will be done by the Company.

Extra Runs

Where the Company has twenty-four (24) hours or more advance notice, extra runs will be assigned by seniority in the region of operation to the drivers who can complete the run as close to the scheduled time as possible. All extra runs will be paid according to the amount of the run covered with payment to be no less than one-half (1/2) run. If a driver's run is deleted during the year, the driver has the right to sign for the run of the most junior driver in the region or an open run in the region.

2. Charters

- (a) School bus charters will be allocated on the basis of the school served by seniority. All employees serving an individual school will have charters allocated to them on a rotation basis with the school served, based on the seniority of the employees serving that school. The school served will be the final destination school.
- (b) If a charter is going to interfere with the normal school runs, seniority will not govern the allocation of the charter. If the charter will not allow the senior employee to do the charter and also return in time to do his/her PM run, then the charter will be allocated on the basis of the most efficient and easiest manner.

- (c) If a driver has to refuse a school or evening charter with less than twenty-four (24) hours notice, the refusal will not be classified as a refusal and their name shall be kept on the list for the next available charter. If a driver refuses a weekend charter with less than twenty-four (24) hours notice, the refusal will not be classed as a refusal and their name shall be kept on the list for the next available charter.
- (d) The Company shall advise drivers one (1) week in advance whenever possible, of the charters they are entitled to sign for. Except in an emergency, drivers who drive during the day Monday to Friday between 7:00 A.M. and when their regular school P.M. runs are cleared will not be eligible to sign for charters, unless the vehicle which they drive on their regular A.M. and P.M. run (van, big bus or wheelchair) is the size of the vehicle which has been chartered or contracted. Drivers may switch to a different size bus in order to do overnight charters on weekend charters commencing after 5:00 P.M. on Friday.
- (e) In recognition of the sign-up process and the allocation of charter work by seniority, as herein set out, the following will apply:

Drivers who sign up for charters recognize that in so doing they must be prepared to make themselves available for charter work when scheduled.

Markham and Durham/Whitby Divisions:

A driver who refuses six (6) charters in a category that was posted for i.e. Between school runs, evenings, P.A. days, weekends, or holidays shall be removed from that charter list until the next sign up. For both Divisions a charter refusal shall not be recorded in the case of twenty-four (24) hours notice being given to the employee.

At the time of a new sign up for charters throughout the year, rotation for the purpose of charter assignment shall return to the top of the charter list, with the charter count returning to zero.

Public charters will be allocated based on seniority by region by classification of driver. As in School Charters, Public Charters shall not interfere with a.m. or p.m. school runs.

Markham Only:

Drivers who are not working because of a school P.A. day, who are on the charter list, sign for work on P.A. days, and/or out of school time driver; will be assigned any available work on the basis of seniority.

A copy of the dispatch sheet showing the allocation of the day's charters will be posted before 7:00 a.m. each day and removed at 7:00 a.m. the following day. Charter sheets will be posted in outside work places (other than Markham) twice a week. The Union will appoint one (1) Steward only who will meet with the Company weekly to investigate any problems with the previous week's charters or extra work/extra runs. The Stewards involved shall be provided with a current and up to date copy of all charter sheets.

(b) Final Sign-Up

Sign up for school runs must be held prior to September 1st, of each school year and remain in force for the entire school year. All Shuttles and Kindergarten runs are to be offered within the driver's region first by seniority. Any vacancy other than school runs will be posted for sign up as they occur and will be offered by region, by classification, by seniority.

School runs, kindergartens and shuttle work coming open after the initial sign up will be posted on the bulletin board for seven (7) days and given by seniority, by region.

If a driver signs for a certain size bus run and the size of the bus is changed during the year, the driver shall have the right to take the run of the most junior driver with the size of bus that the driver had signed for at the annual sign up.

(c) Call In Rates at Special Work Rate [Schedule "A"]

1. Errands will be paid for on the basis of a minimum of one (1) hour for one (1) errand. More than one (1) errand grouped together will be paid a minimum of (2) hours.
2. When requested, drivers from Doncaster, Uxbridge, Metro, Whitby and Pickering who are bringing buses to the yard for service will be paid a minimum of one (1) hour.
3. Drivers who are at home and called in to work will be paid a minimum of two (2) hours.
4. Switching buses from the summer compound to the Markham garage will be paid a minimum of one (1) hour.
5. School requests to meet with a driver shall be paid a minimum of one half (1/2) hour if the time is immediately after or immediately before the regular run.
6. When an employee was scheduled to do a charter and the charter was cancelled and that employee was not contacted one half (1/2) hour prior to

his/her departure, then the employee shall receive not less than two (2) hours pay at the appropriate public or school charter rate.

Probationary employees shall not do charters or request charters unless in the case of an emergency in their region. Upon completion of the probationary period, new employees will be permitted to sign for charters and will be allocated work based on their seniority in rotation. The employee will be assigned a charter count of one (1) above the highest count for employee's who perform charters. All name requests from charters will be honoured and the request shall be in writing from the customer, and supplied to the Local Chairperson, upon request. Drivers will not solicit requests. All requests to be honoured, regardless if a driver has signed onto a charter list.

Once a run rate **has** been established, after December 1st, the run rate will not be reduced for that school year, but shall increase if that run takes longer.

Where an employee was scheduled to do a public charter and the charter was cancelled and that employee was not contacted one half (1/2) hour prior to his/her departure, then that employee shall receive not less than two (2) hours pay at the charter driving rate, or drivers' run rate whichever is greater, only if the employee missed their regular run to perform the charter which was cancelled.

- (a) **Overnight Charters** will pay a minimum of four (4) hours for the first day, or actual driving time, whichever is greater. If the charter commences after 12:00 P.M. on the first day, drivers will be paid a minimum of four (4) hours or the actual driving time, whichever is greater. Each second and subsequent day shall pay a minimum of eight (8) hours. The return day will be paid four (4) hours minimum if departure time is prior to 12:00 noon, or actual driving time, whichever is greater, and eight (8) hours minimum if the departure time is after 12:00 noon, or driving time, whichever is greater. All time will be paid at the charter rate. Drivers may switch to a different size bus at the yard or designated parking area to do weekend or evening charters commencing after the regular P.M. school run on Friday.

The overnight charter sign up lists shall run from September to June.

The Company agrees that when drivers are on trips requiring hotel accommodation, they will be provided with single beds and there may be two (2) in a room where two (2) beds are provided

- (b) The Local Chairperson shall be given a copy of all sign up sheets for regular weekday and night; after 5:00 P.M. weekend and charters.
- (c) **Call In** - An employee who is called to work outside their normal working hours shall receive not less than two (2) hours pay at their appropriate rate of pay.

(d) **Progression or Transfer**

Progression or transfers from any group to any group shall only be done to satisfy the Company requirements and will be done in accordance with Article 9 of this Agreement.

(e) In the event of a vacancy (primary vacancy) during the school year, the run shall be posted as quickly as possible and filled on the basis of seniority in that particular region of operation. The filling of the primary vacancy shall not cause a chain reaction wherein more than one (1) vacancy is posted, that being the primary vacancy. The vacancy caused by the filling of the primary vacancy shall not be done by seniority necessarily.

(f) Any member of Local 4307 who is accepted for a position in another National Automobile, Aerospace, Transportation and General Workers Union organized division of the Company will carry their seniority. The moving member will not be able to displace anyone presently working in the division, but when a job opening is available the moving employee will stay at the bottom of the seniority list until the following September. At that time the member will assume their place on the new division's seniority list providing employment with Laidlaw Transit Ltd. has been continuous.

8.3(a) A newly hired employee shall be on probation for a period of sixty (60) worked days from the date first worked. A newly hired employee on probation will be paid at the probationary rates of pay. After completion of the probationary period, seniority shall be effective from the original date first worked.

3(b) **Right of**

The requirement that the driver reside within the region shall not apply at the time of the initial sign up only.

Drivers will be permitted to select from among available runs on the basis of their seniority, provided the employee parks the company vehicle at a location approved by the Company.

Drivers in so doing recognize that this will cease and the run will be reassigned, in the case of driver inability to meet service requirements determined by the Company, or in the case of the parking area no longer being acceptable to the Company due to changes in runs, complaints, lack of security or other such reasons. Drivers will be required to transport themselves, using their own personal transportation to the approved parking area of the bus.

An employee requested by the Company to perform a charter that would prevent the employee from performing either all of their school runs or the **AM** or the **PM** portion of their kindergarten run, shall receive the greater of, the rate of pay for the charter or the regularly scheduled pay for which they would have performed on that day.

A driver who is reassigned will be required to accept, if available, a vacant run within their region, or if no vacant run bump the most junior employee in their region provided they have the necessary seniority to do so. This will not apply in the case of a driver being removed from a run for disciplinary reasons.

Charter work assignment will be assigned based on the region the driver operates out of:

Regions for Whitby shall be the town line borders; for:

(a) Uxbridge, (b) Pickering/Ajax (c) Whitby/Oshawa/Brooklin

Durham/Whitby only.(8.3 (c))

8.3 (c) School Charters will be allocated on a rotating basis by seniority within the area served. If drivers charter assigned (turn) must be passed over by the Company, or turned down by the driver because the charter interferes with the drivers normal AM/PM or kindergarten run, the drivers name will remain on the charter list until such time as he/she can be assigned a charter.

8.4 AR employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.
An employee of Laidlaw who moves from a non-union location of the company to this bargaining unit shall be placed at the bottom of the seniority list. In the case of a group of employees and their runs being transferred, the Company and the Union agree to meet and resolve any issues regarding seniority with respect to the transfer.

An employee shall only lose his seniority rights in the event of:

1. He is discharged for just cause and is not reinstated.
2. He resigns in writing.
3. He is absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
4. He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of his current address;. An employee recalled for casual work or for employment of short duration, at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
5. If the employee fails to comply with the terms of a leave of absence granted to him.
6. If he is laid off for a period in excess of eighteen (18) consecutive months.

7. If he is employed by another school bus Company.
- 8.5 In the event of layoff or recall to work following a layoff, probationary employee(s) shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority, such that the most senior employee shall be laid off last and recalled first. School bus drivers' layoffs and recalls will be done by seniority, by classification, by region.
- 8.6 The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time had been removed from said run for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his designate.
- 8.7 The Company shall be entitled to use its sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to his place of residence.
- 8.8 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas break, the school Spring break, and the school Summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs. It is the responsibility of the employee on layoff during the summer vacation period, to notify the Company within two (2) months in advance of the commencement of the reopening of school, following the Summer break. At that time the re-opening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed a "quit".
- 8.9 **Summer Work Allocation (School Bus Drivers Only)**
It is agreed and understood that school bus work during the school summer vacation will be allocated based on seniority, by region, by classification and then by:
- Firstly, to those employees who have signed and committed to eight (8) continuous weeks and,
 - Secondly, to those employees who have signed and committed to the first five (5) continuous weeks and,
 - Thirdly, to those employees who have signed and committed to a continuous period but less than five (5) continuous weeks. Assignment of work shall be contingent upon the employee conducting a dry run prior to the scheduled work assignment commencing. The dry run shall be done at a time convenient to the Company with, pay at the Special Work Rate for time spent and,
 - Lastly, by the easiest and most efficient method in the Company's opinion thereafter.

An employee who camp run is eliminated shall be provided the opportunity upon the run being eliminated to bump the junior employee who has signed and committed for the same continuous period for that camp, provided they have the seniority to do so.

A driver may choose his/her region once pre year (summer only).

- 8.10 a) Employment Insurance Record of Employment to be issued to all employees within seven (7) days of all layoff periods. The Parties to this agreement recognize that the Employer must comply with Employment insurance requirements as may be amended from time to time.
Provided the Employer receives adequate response to cover available work in the period of layoff, employees not required for available work will have their Record of Employment indicate layoff due to shortage of work.
- (b) Employees will not be forced to work during the school summer vacation provided the Employer received adequate response to cover the available work. In the case of the work being adequately covered, the Record of Employment shall read layoff due to shortage of work. Drivers will be called upon to work when drivers who have signed onto the summer work list has been exhausted.
- (c) The Parties hereto agree that in determining the adequate response to cover available work, it shall mean all drivers necessary to fill all camp runs and sufficient number of employees to cover the Company's estimate of regular charter drivers required. Extra work which becomes available during the school summer vacation which cannot be filled by drivers who signed up for such work shall be offered to drivers on layoff in order of the most senior driver first. Should the Company not be able to fill the job due to driver refusal, time constraints or other reasons beyond the Company's control, it shall cover the work in any manner and at its sole discretion.
- 8.11 (a) **Driver Definitions**
Drivers who have regular AM/PM work assignments will be referred to in this agreement as "regular drivers".
- (b) **Casual/Spare Drivers**
Drivers who do not have a regular AM/PM work assignment will be referred to as "Casual" or "Spare Drivers". It is not the intention of the Company to use casual or spare drivers to perform work of regular drivers and thus by-pass regular drivers.
Casual (or spare) drivers will not have seniority on the regular seniority list of the school bus drivers. They will have their own list in their seniority order, but it shall not give them right; on the regular list.

A casual/spare driver must perform six (6) or more work assignments in any three (3) month period, excluding July and August. This would not apply to drivers on an approved leave of absence.

- (c) Regular drivers who move to the casual/spare driver list will have their seniority frozen as of the date last worked as a regular driver, but shall not accrue seniority while on the casual/spare driver list. Upon return to regular driver status and, provided there has been no gap in service, the driver shall pick up their frozen seniority and resume accrual of seniority.

All employees who pay Union dues from September to June in any school year and who during this period works more than 75% of the available working days shall be placed on the regular seniority list. A casual or spare driver is an employee who is not assigned to a regular school run and who works less than seventy five percent (75%) of the available days for the period September 1 to June 30, each year. Casual or spare drivers will not accrue or be provided with seniority on this list.

8.12 For Markham employees, for the period September 1st to June 30th, each year. Casual or spare employees will be governed by Clause 8.11 above.

ARTICLE 9: PROMOTIONS

9.1 Promotions and transfers within this bargaining unit shall be governed by the following factors:

1. Knowledge, suitability, efficiency and ability to do the work required. The judgement of the above qualifications and the promotion of any employee shall be at the sole discretion of the Company.
2. Physical fitness.
3. Length of continuous service when factors 1 and 2 are equal in the judgement of the Employer, shall govern.

9.2 When a new position is created outside the bargaining unit, the Company shall post notice of the position on the bulletin boards; for a minimum of one (1) week, so that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.

9.3 When required by the Company, Lead Hand positions will be posted for ten (10) days when vacant. Duties and qualifications shall be specified on the posting and a copy to the Local Chairperson.

ARTICLE 10: HOURS OF WORK

10.1 School Bus Transportation Drivers

There will be a fifteen (15) minute allowance at the beginning of the a.m. and after p.m. runs. This allowance is to compensate the Driver for the following:

- (a) Start up time
- (b) Walk around check
- (c) Fuelling
- (d) Cleaning the vehicle
- (e) Deadhead time and mileage

10.2 School bus drivers shall be paid on the basis of each run being assigned the time from the first pick up until the last drop off, plus the allowance provided in Clause 10.1. A.M. charters commencing at 9:15 a.m. or earlier will be paid at the charter rate from the time of the last drop off of the school run. The lunch period during July and August will be one-half (1/2) hour.

10.3 All drivers will be paid the special work rate from the time standby is called straight through until completion.

10.4 In the case of the Company making an error in an employees pay, and such error exceeds \$50.00 or more, the Company shall make every reasonable effort to immediately correct the error.

In the case of a payroll error either as a result of the employees submission or is less than the amount set out above, or the employee indicates a willingness to wait for payment, such payment will be rectified and paid on the next regularly scheduled payday.

ARTICLE 11: LEAVE OF ABSENCE

11.1 Employees requesting leave of absence shall make written application to their Manager giving at least seven (7) working days notice. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months provided the services of the employees are not immediately required and there is an employee available who has the qualifications to perform the work. Such leave of absence shall be granted in writing, with a copy to the Local Chairperson. The seven (7) working days notice required of the employee may be waived by the Company for compassionate reasons relating to a death, a verifiable serious illness or injury of the employees immediate family.

Leaves of absence will not be granted during the month of September. The Company's response to the request shall be given in writing within seven (7) days of the Company receiving the employee's written request.

- 11.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is received at least three (3) calendar days prior to the expiration of the leave of absence.
- 11.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall, unless the Director of Human Resources is advised of exceptional circumstances, forfeit his seniority and his name will be removed from the seniority list. In the case of an employee being granted an extended approved unpaid leave of absence, the employee may not be permitted to sign for a regular school run and/or the run vacated by the employee may be posted.
- 11.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 11.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service unless by Agreement between the Company and the National Representative of the Union.
- 11.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 11.7 Upon written request of the National Representative, and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.
- 11.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list.
- 11.9 An employee wishing to return from leave of absence prior to the expiration of his approved period of leave must advise his Supervisor at least three (3) days in advance of the date upon which he wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee, but if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume his duties at a time specified by the Company. No leave of absence during the month of September will be accepted for the reason of vacation. Any driver insisting on taking a leave without permission will not be permitted to sign on any work. On his/her return, the driver will be appointed by the Company to a vacant run in their region. This run will remain their run for the year. Drivers on maternity leave or hospitalized and not returning in September will be allowed to select work for the coming year. Drivers forced to take leave of absence due to verifiable family emergencies will be considered.

11.10 Paid Jury or Court Witness Duty Leave

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

ARTICLE 12: VACATIONS (FULL TIME EMPLOYEES ONLY)

- 12.1 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.
- 12.2 Employees who have maintained an employment relationship with the Company of one (1) year, shall receive a vacation of two (2) weeks and they shall receive for vacation pay an amount equal to two (2) weeks basic pay at straight time or four (4%) percent of the pay received for all work performed in the working year whichever is greater.
- 12.3 Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six (6%) percent of earnings in a previous year.
- 12.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight (8%) percent of the previous year. The above vacation schedule shall be subject to the provisions of the Federal Labour Standards Code whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with the code whenever it applies notwithstanding the terms outlined above.
- 12.5 Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement.
- 12.6 Seniority of employees will govern choice of vacation days.
- 12.7 For the purpose of computing service qualifications of an employee to be entitled to vacation, 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 seventy-five (75) 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 the service in the case of injury for which the employee receives Workers' Compensation up to a maximum of seventy-five (75) working days. In any case of personal illness or non-compensable personal injury the Company shall have the right to request a medical certificate from the employee. Total time off in any

calendar year in excess of seventy-five (75) working days as a result of personal injury or to attend committee meetings shall be deducted when computing service and in that event, a vacation credit shall be reduced on pro rata basis.

12.8 Vacation pay for all employees will be paid in the last pay cheque in November. Such payment shall be in accordance with the Company's normal pay practices.

12.9 Vacation Pay (part-time employees)

Part-time employees shall receive for vacation pay the applicable percentage of the previous year's earnings as set out in Clause 12.1 through Clause 12.4.

ARTICLE 13: PAID HOLIDAYS (10 days for full-time employees and 7 days for part-time employees)

13.1 **An** (employee who qualifies in accordance with Clause 13.2 below shall be granted a holiday with pay on each of the following general holidays.

Full-Time Employees

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

Part-Time Employees

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Thanksgiving Day, Christmas; Day and Boxing Day.

All drivers who work during July and August will be paid for Dominion Day, Civic Holiday and Labour Day if they qualify in accordance with Clause 13.2.

The Parties agree to recognize Easter Monday as a statutory holiday in lieu of Remembrance Day holiday specified in the Canada Labour Code.

13.2 In order to qualify for any of the holidays specified in Clause 13.1, an employee -

- (a) must have been in the service of the Company and available for duty for a least thirty (30) calendar days.
- (b) must be entitled to wages for at least ten (10) out of the thirty (30) days immediately preceding the holiday.
- (c) must be available for duty on such holiday if it occurs on one of his work days, excluding vacation days.

(d) Drivers will be paid for all work regularly scheduled for the statutory holiday i.e. **A.M.**, **P.M.**, kindergarten, shuttle and late run.

13.3 If an employee is required to work on any of the general holidays listed in Clause 13.1, he shall receive pay at his normal rate for the time actually worked. In addition, the employee will be paid at the regular rate for the statutory holiday.

13.4 General holiday pay shall be calculated at the normal regular daily rate. For drivers who sign for a regular AM/PM and/or kindergarten run the regular daily rate shall exclude such discretionary payments such as charter work and overtime. The Parties acknowledge that this is in accordance with the Canada Labour Code and confirmed between the Parties by the Arbitrators' award dated April --, 1999. For charter drivers who perform predominantly charter work assignments, they shall receive pay based on their earnings in the twenty (20) working days preceding the holiday divided by twenty (20).

ARTICLE 14: BEREAVEMENT LEAVE

14.1 Every employee who has completed three (3) months of service shall be granted, in the event of the death of his immediate family, bereavement leave on any of his/her normal working days that occur three (3) days immediately following the day of death.

Immediate family is defined as the spouse of the employee, including common-law spouse, the father and mother of the employee and the spouse of the father or mother, including common-law spouse, the children of the employee, the brothers and sisters of the employee, the father-in-law and mother-in-law, including common-law spouse and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

The regular wage shall be calculated on the basis of the employee's regular **AM, PM** and/or Kindergarten run (exclusive of Charters and other discretionary payments) that the employee would have received on one of the normal working days immediately following the date of death. A charter driver shall receive the average of his daily rate exclusive of overtime for the twenty (20) days worked immediately preceding the day of death.

ARTICLE 15: PART-TIME EMPLOYEES

15.1 A part-time employee under **this** Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week. Therefore, any employee who normally works more than twenty-eight (28) hours per week shall be classified as a full-time employee. Part-time employees under this Agreement **do not** participate in any of the benefit packages included in this Agreement. Charter hours are not to be included in this calculation. Casual employees to be used for charter work only after all regular drivers who have signed up have been called. A casual driver is any driver who is not assigned a regular run

ARTICLE 16: HEALTH AND WELFARE (Full-time employees only)

16.1 All full-time employees with ninety (90) calendar days service with the Company will be provided with the following insurance benefits and the Company will bear eighty-five (85%) percent, of the cost of same:

Life Insurance..... \$30,000.00

Accident, Death and Dismemberment.....\$30,000.00

Weekly Indemnity - first day - accident - first day - when hospitalized
eighth day - sickness

Maximum - fifteen (15) weeks

Weekly indemnity payment benefit will be maintained at the level required to meet the Employment Insurance Canada registered criteria.

ARTICLE 17: SAFETY AND HEALTH

17.1 The Company agrees to maintain proper safety and health conditions for employees throughout the building, vehicles or their places of work. 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.

17.2 The Parties recognize and encourage the role that both employees and management can play in enhancing the safe operating conditions of the Branch. To help accomplish this, a Health and Safety Committee will be created and function in accordance with the relevant provisions of the Canada Labour Code, Part II. This Joint Safety Committee will be composed in accordance with the provisions of the Canada Labour Code, Part II, but in no case shall it consist of more management representatives than employee representatives.

The duties of the Committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards and any other duties and responsibilities prescribed by the Canada Labour Code, Part II.

The Committee shall meet regularly for the purpose of discussing and resolving health and safety issues as they arise, but in no event will appointed members of the Committee meet less than twelve (12) times in a calendar year. Employees appointed to the Committee and who attend at the full meeting, shall be paid for such time spent to a minimum of 1 1/2 hours at the Special Work Rate.

An employee selected by the Company to instruct on bus evacuation will receive payment for the time spent at the School Charter Rate.

- 17.3 Employees who have three (3) at fault vehicle accidents in any twenty-four (24) month period may be dismissed from service.
- 17.4 The employees agree to abide by the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules unless he has been supplied with a copy of same. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operation.
- 17.5 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. It is also understood that the employee must file a complete accident report with the Company on the same day of the accident.
- 17.6 Employees will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses. Company requests for medical certificates in addition to the requirements of this Clause shall be paid for by the Company.
- 17.7 It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment. In the event that any employee detects any unsafe conditions of the vehicle that he is to operate, it shall be the mechanic's responsibility to correct the defects involved.
- 17.8 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he leaves, in order to have its engine warmed up during periods of extreme cold.
- 17.9 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle prior to leaving on runs and to ensure in the course of same that windshield washer reservoirs are filled on all buses equipment with same.
- 17.10 Employees will be required to attend mandatory workshops and seminars when scheduled during the school year by the Company. These workshops or seminars will not exceed one half (1/2) day, defined as three (3) hours. The Company will attempt to schedule these workshops/seminars in such a manner to minimize inconvenience and attendance is mandatory. Employees in attendance at these paid meetings shall receive payment for the time spent in the meetings at the Special Work Rate of pay.

ARTICLE 18: BULLETIN BOARDS

18.1 Bulletin Boards shall be maintained by the Company for the use of the Union for calling of meetings and posting notices relative to the Collective Agreement. A copy shall be supplied to the Company.

ARTICLE 19: CORRESPONDENCE

19.1 Each employee shall keep the office informed of his current address and telephone number.

19.2 All communications between the Parties shall be addressed to:

- (a) Manager and Area General Manager, Laidlaw Transit Ltd.
- (b) To the President and Local Chairperson of **CAW** Canada and at the last known address in the Union.
- (c) Copy to Regional Office of the Union.

ARTICLE 20: GENERAL

20.1 Non Union personnel will not perform any scheduled work such as charters or school runs except in cases of extreme emergency.

20.2 It is a condition of employment for a driver that he hold the necessary Ontario Drivers license to perform his normal duties. Cancellation and/or inability to maintain the required drivers license will result in termination. It is the driver's responsibility to advise the Company in writing of any change in the status of his/her license.

20.3 Service Letters

An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid as soon as possible.

20.4 Telephone Calls

If it becomes necessary for a driver to call the office when he is on charters, highway runs, etc, he shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule will be extended.

20.5 The Company agrees to supply appropriate cleaning supplies to all drivers for bus cleaning.

20.6 The Company agrees to allow distribution once a year per employee of Union cards through the Company payroll distribution system.

- 20.7 The Company agrees to prepare proofs of this Agreement within sixty (60) days of ratification and also agrees to pay two hundred-fifty (\$250.00) dollars towards the cost of printing the Agreement.
- 20.8 Employees will be paid by direct payroll deposit into an employee's account with an approved Canadian financial institution. Employees will co-operate with the Company in this regard.

ARTICLE 21: TRAINING

21.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily without effect upon the rate of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the Clause.

21.2 **Training During Normal Working Hours** - An employee required by the Company to take training during his normal working hours will be paid his regular rate of pay while in training.

Training Outside Normal Working Hours - An employee required by the Company to take training outside his normal working hours will be compensated at his regular rate of pay while in training.

Voluntary Training - Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.

21.3 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or exempted positions. Accordingly, such employees who make application to the Branch Manager stating their desires, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

21.4 The above provisions do not include matters dealing with safety seminars.

21.5 **Failure of Retest** - Whenever a school bus driver is terminated only for failing a retest then the following procedure may be followed:

Another retest may be arranged to be conducted by an outside third party. Where possible, that third party driver examination officer will be obtained from Charterways Transportation Limited. Where it is not possible for a Charterways driver examination officer to conduct the test, a mutually agreeable third party will be arranged.

Subsequent to the retest by the Charterways representative, should arbitration proceedings take place, it is agreed that the Charterways driver examination officer will not, under any

circumstances, be subpoenaed or requested to appear at the arbitration proceedings. It is understood that the documentation from this retest will be made available for the arbitration proceedings.

All expenses attached to the arranging and carrying out of this retest shall be borne by the Union.

ARTICLE 22: NONI-HARASSMENT IN THE WORKPLACE

- 22.1 There shall not be, by either the Company, the Union or the employees who are members of the Union, any discrimination, interference, restriction or coercion with respect to any employee in the matter of payment of, negotiating wages, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, national or ethnic origin, religion, sex and sexual orientation, colour, marital status, disability, or conviction for which a pardon has been obtained.
- 22.2 The Union and the Company agree that all employees have the right to work in an atmosphere free from harassment on any of the prohibited grounds set out in the Canadian Human Rights Act. The Parties hereto agree to co-operate in the Company's initiatives in achieving equity in employment and compliance with the obligations and the intent of the Federal Employment Equity Act. The Parties hereto agree that should any provision of this Collective Agreement be in violation of the either the Human Rights Act, or the Employment Equity Act that it shall be amended to ensure that systemic or other forms of harassment are eliminated.
- 22.3 The Parties agree and support the goals of achieving compliance, identifying and removing barriers, providing reasonable accommodation, ensuring all policies and practices are in compliance with legal requirements, make the work place free from harassment and in instances requiring to apply appropriate disciplinary action when necessary.
- 22.4 The Parties agree that every employee has the right to work in an environment free from sexual solicitation or advance by any employee, the Union or management personnel of the Company, where the person ought to reasonably know that it is unwelcome. Any employee has the right to be free from reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance.
- 22.5 Sexual harassment is defined as any comment, reference or physical conduct made with respect to one's sex that is known or ought to be known to be unwelcome by that person. Sexual harassment may involve but not be limited to any of the following:
- verbal and/or physical advances
 - suggestive jokes
 - offensive language
 - gender based insults



- physical conduct
- suggestive glances and leering
- comments or references to one's physical characteristics
- infringement on one's personal privacy and lifestyle
- standing unnecessarily close

22.6 The Company shall post its sexual harassment policy in the workplace. This policy outlines the complaint process, all contacts shall be treated confidentially and without fear of reprisal. The Parties agree that when necessary to jointly investigate and resolve these complaints. In any case of the Parties not resolving the complaint, the complainant may file a complaint with the Canadian Human Rights Commission.

22.7 Any employee who is proven to have violated the Company's policy on sexual harassment shall be firmly disciplined up to and including discharge.

ARTICLE 23: DURATION OF AGREEMENT

23.1 The duration of this Agreement shall be from:-
the Date of ratification up to and including August 31, 2001.

DATED at: Markham, Ontario, this day of 1999

FOR:

LIDLAW TRANSIT LTD.

FOR:

National Automobile, Aerospace,
Transportation and General Workers Union
(CAW CANADA) local 4307

J.B. Tiernay, Dir. Human Resources

John Bond, Representative

Garry Gosling, General Manager

Dave Tilley, National Representative

Fred Thompson, General Manager

Catherine Foster, Bargaining Representative

Bud Warton, Operations Manager

Catherine Marshall, Bargaining Representative

Margarith Petermann, Branch Manager

Denise Copas, Bargaining Representative

Ted Wilson, Area General Manager

Peggy Perry, President Local 4307

Diana Haggerty, Bargaining Representative

Susan Power, Bargaining Representative

LIDLAW TRANSIT LTD.
(Markham & Durham/Whitby)

SCHEDULE "A"

<u>School Bus Drivers/Redi Van</u>	<u>Sept. 1/1998</u>	<u>Sept.1/ 1999</u>	<u>Sept112000</u>
Per Shift (including 15 min. allowance per Clause 10.1)			
<u>Less Than 3 Years Seniority</u>			
Less than 1 hour	\$13.91	\$14.12	\$14.26
■ - 1 1/4 hours	\$15.46	\$15.69	\$15.85
1 1/4 - 1 1/2 hours	\$15.80	\$16.04	\$16.20
1 1/2 - 1 3/4 hours	\$16.56	\$16.81	\$16.98
1 3/4 - 2 hours	\$17.53	\$17.79	\$17.97
2 - 2 1/4 hours	\$18.46	\$18.74	\$18.92
Kindergarten Runs			
Single	\$14.25	\$14.46	\$14.61
Double	\$18.57	\$18.85	\$19.04

An additional \$2.00 per run will be paid over the double rate for additional school.

<u>More Than 3 Years Seniority</u>			
Less than ■ hour	\$15.30	\$15.53	\$15.68
■ - 1 1/4 hours	\$17.00	\$17.26	\$17.43
1 1/4 - 1 1/2 hours	\$17.36	\$17.62	\$17.80
1 1/2 - 1 3/4 hours'	\$18.22	\$18.49	\$18.68
1 3/4 - 2 hours	\$19.27	\$19.56	\$19.75
2: - 2 1/4 hours	\$20.30	\$20.60	\$20.81
Kindergarten Runs			
Single!	\$15.67	\$15.90	\$16.06
Double	\$20.14	\$20.44	\$20.65

An additional \$2.00 per run will be paid over the double (additional school).

Wheelchair drivers <u>per day</u> shall receive an additional:	\$2.50	\$2.50
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In cases where the Company recognizes; excess deadhead time in excess of thirty (30) ininutes, the time will be paid at the special work rate.

LIDLAW TRANSIT LTD.
(Markham & Durham/Whitby)

SCHEDULE "A"

	<u>Sept. 11'1998</u>	<u>Sept.1/ 1999</u>	<u>Sept1/2000</u>
Redi Van Hourly Rate (between runs)	\$9.11	\$9.11	\$9.11
Cover Drivers	\$14.99	\$14.99	\$14.99
Special Work Rate (per hour)	\$7.91	\$7.91	\$7.91
Charters			
Public (per hour)	\$9.25	\$9.39	\$9.48
School & Camp runs during the day	\$8.62	\$8.75	\$8.64
Shuttle	\$8.43	\$8.43	\$8.43
Shuttle (Durham)	\$23.19	\$23.19	\$23.19
Shuttle (York)	\$20.36	\$20.36	\$20.36
Summer Work			
School	Run Rate	Run Rate	
Camp & YMCA (per hour)	Charter Rate	Charter Rate	
Meal Allowance -			
1st Day - After 8 hours	\$7.64	\$7.64	\$7.64
Extra 4 hour period	\$4.25	\$4.25	\$4.25
2nd And Subsequent Days	\$16.40	\$16.40	\$16.40
Hydro Allowance	\$16.50	\$16.50	\$16.50
Winter months Dec. 1 - March 15			

The period for vehicle plug-ins shall normally be from December 1 to March 15 each year. The hydro allowance will be paid monthly in the driver's normal pay. The Company may require the employee to plug in early should weather conditions dictate.

Medical

For employees requiring a medical for the purpose of renewing their B license, the Company will reimburse against a receipt, 50% of the cost of the medical to a maximum of \$50.00 per employee per three (3) year period.

Discretionary Payment – York Region Runs

The Parties agree that the discretionary payment being paid to employees who sign for and perform York Region runs shall only continue so long as the Company continues to receive payment in the current form from the Student Transportation Services of York Region.

In the case of the customer (Student Transportation Services of York Region) amending, reducing or ceasing the payment to the Company, the discretionary payment shall be modified and/or cease depending on the change or cessation of the payment by the customer.

The Company's customary practice with respect to such discretionary payment shall continue until such time as the customer makes changes in the payment. The change and/or cessation of payment to the employees affected shall become effective immediately upon the change and/or cessation by the customer.

Breakdown Time

Will be paid at the Special Work Rate for all time in excess of the regular school run time.

Drivers Return To School

Will be paid the additional time at their regular Special Work Rate.

Storm Days

When the School Board for whom the Driver is driving, pays the Company in full, then the Driver will be paid his full rate. In cases where the school board pays Laidlaw less than 100% of the run rate for the storm day, the driver will be paid that percentage of all regularly scheduled runs as specified above. The local Chairperson shall be so advised. Storm days include all A.M. and P.M. runs, kindergarten, shuttles, and late runs or any piece of regular work.

Probationary Rates

All probationary employees will be paid at a rate which will equal ninety (90%) percent of the above rates. Probationary drivers to be paid full rate for hydro and meal allowance.

Paid Education Leave Fund

Effective September 1, 1999, and September 1, 2000, the Company will make a lump sum payment of two hundred and fifty dollars (\$250.00) to the C.A.W. Paid Education Leave Fund, Port Elgin, Ontario.

LETTER OF UNDERSTANDING

April 21, 1999

Mr. John Bond,
CAW Canada,
10 Codeco Court,
Don Mills, Ontario,
M3A 1A2

RE: Use of Bus on Charter

Dear Mr. Bond:

School **buis** drivers, signed on the charter list, shall be allowed to use their buses for charters, if they are clean and licensed for the particular charter.

Yours truly;
LAIDLAW TRANSIT LTD.

J.B. Tiernay
Director of Human Resources

LETTER OF UNDERSTANDING

April 21, 1999

Mr. John Bond,
CAW Canada,
10 Codeco Court,
Dion Mills, Ontario,
M3A 1A2

RE: Sullivan Centre – Durham/Whitby

Dear Mr. Bond:

The following is the understanding of the Parties.

Sullivan Centre work, so long as it is available to the Company, will be assigned to not more than three (3) employees on a seniority basis. The three (3) employees shall be responsible for providing the coverage of the work as it is scheduled by the Company for the customer.

In the case of an employee signing for the work, the employee recognizes that they shall not be eligible for other work assignments that may conflict with the performance of this work.

The employees who sign for this work shall be responsible for ensuring in the case of the absence of any one of the employees, that the work is covered in a manner approved by the Company. Failure to do so will result in the removal of the employees involved from any sign up for the remainder of the school year.

The work will be assigned at the same time the charter sign up occurs and shall be paid at the charter rate of pay for the work performed. The employee will be responsible for transporting themselves with their own transportation to the approved parking location of the bus and ensuring that all necessary vehicle checks, cleaning and fuelling of the vehicle occurs.

Yours truly;
LAIDLAW TRANSIT LTD.

J.B. Tiernay
Director of Human Resources

LETTER OF UNDERSTANDING

April 21, 1999

Mr. John Bond,
CAW Canada,
10 Codeco Court,
Don Mills, Ontario,
M3A 1A2

RE: Employment Insurance

Dear Mr. Bond:

The Parties agree that for the purposes of Employment Insurance entitlement, the hours that shall be recognized and submitted for Employment Insurance purposes shall include the following:

- (1) AM and PM and Charter work hours
- (2) Noon / kindergarten runs
- (3) All time spent on duty for the purpose of C.V.O.R. requirements.
- (4) Bus washing, fuelling, lead hand, late runs, etc.

This understanding is subject to all statutory and other requirements with respect to Employment Insurance.

Yours truly;
LAIDLAW TRANSIT LTD.

J.B. Tiernay
Director of Human Resources

LETTER OF UNDERSTANDING

April 21, 1999

Mr. John Bond,
CAW Canada,
10 Codeco Court,
Don Mills, Ontario,
M3A 1A2

RE: Regular other employment with company and charter assignments

Dear Mr. Bond:

An employee who has accepted regular employment with the Company but outside the bargaining unit shall not normally perform charter work assignments on such days scheduled to work outside the bargaining unit, provided the Company can cover the charter work with available employees without interference with their assigned AM/PM or kindergarten runs and such work can be covered within the time specifications of the charter.

Yours truly;
LAIDLAW TRANSIT LTD.

J.B. Tiernay
Director of Human Resources

LETTER OF UNDERSTANDING

April 21, 1999

Mr. John Bond,
CAW Canada,
10 Codeco Court,
Cion Mills, Ontario,
M3A 1A2

RE: Durham/Whitby Charter interfering with regular run

Dear Mr. Bond:

An employee requested by the Company to perform a charter that would prevent the employee from performing either all of their school run or the **AM** or the **PM** portion or their kindergarten run shall receive the greater of the rate of pay for the charter or the regularly scheduled pay for which they would have performed on that day.

Yours truly;
LAIDLAW TRANSIT LTD.

J.B. Tiernay
Director of Human Resources