

Schedule "A"

COLLECTIVE AGREEMENT

BETWEEN:

**FirstBus Canada
Para Transpo Branch
Ottawa**

(the "Company")

AND:

Amalgamated Transit Union, Local 279

(the "Union")

Duration of the Agreement:

July 1, 2002 to December 31, 2002

13365 (01)

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ARTICLE 1: PREAMBLE AND RECOGNITION

- 1.1 It is the intent and purpose **of** this Collective Agreement is to promote and improve the working and economic relationship between the Company and its Para Transpo 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.
- 1.2 The Company recognizes the Amalgamated Transit Union, Local 279, Para Transpo Branch, **as** the sole bargaining agent for all Para Transpo employees of the Company employed within the City of Ottawa, save and except supervisors, lead drivers, persons working above the rank of supervisor, office, dispatch and clerical staff, bus washers, mechanics and store room clerks.
- 1.3 The Union having been recognized **as** the sole bargaining agent for these unionized 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** Collective Agreement.
- 1.4 In order to maintain good relations and in the interest of both Parties, the Company and the Authorized Representative **of** the Union agree to meet during the period **of** the Collective Agreement to discuss and settle questions arising out of the interpretation **of** **this** Collective Agreement or circumstances unforeseen at the time of negotiations pertaining **to** the Collective Agreement.
- 1.5 The contents **of** any understandings reached in the form **of** a Memorandum of Agreement will be signed by the Union Executive Committee Member and the President of the Company or their appointed alternatives. Copies of the signed Memorandum will be sent to each of the Parties, and shall form part of this Collective Agreement when signed. All current Memoranda of Agreement are attached to this Collective Agreement.
- 1.6 Bargaining unit work **as** defined in this Collective Agreement will normally be performed by employees in the bargaining Unit, except **in** the case of emergencies, instruction, trying out runs, or other mutually agreed upon reasons.
- 1.7 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: MANAGEMENT RIGHTS

2.1 The Union acknowledges and agrees that the Company has all the normal and usual **rights** in running its business in accordance with its commitments and responsibilities according to the following:

- (a) Maintain order, to hire, to discharge, to discipline, suspend, promote, demote, transfer, determine the number of employees, qualifications required, location of operations, methods and processes of operation, equipment, scheduling the **work** to be performed, provide direction to the workforce, determine the hours **of** operation, to contract or assign the work in any manner it deems necessary, *so long as* it does not conflict with the terms of this Collective Agreement, **which** may be subject to a grievance. **A** claim by **an** employee that he/she **was** discharged or disciplined without just cause, may be subject of a grievance and dealt with in accordance with the grievance procedure, set out herein.
- (b) Generally to manage its business in all respects in accordance with its obligations, subject to the provisions of this Collective Agreement.
- (c) To make , alter and enforce, from time to time, reasonable rules and regulations (Schedule "B" of this Collective Agreement) to be observed by the employees. The Company agrees that it will provide the Union with copies **of** those rules and regulations which may be established or altered by the Company **from** time to time. In *so* doing, the Company shall provide the Union with advance notice on the establishment of new rules and of amendments to current rules. The Union will be given an opportunity to discuss these rules or any amendments to these rules prior to the Company putting into effect any rule. Discussions will be sought, **as early as** possible in order that there will not be any unreasonable delay in introducing the rule to the attention of the employees affected.

ARTICLE 3: NO STRIKES, NO LOCKOUTS

3.1 During the term of this Collective 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.

ARTICLE 4: DEFINITIONS

4.1 Company:
Company shall mean FirstBus Canada Ltd.

4.2 Union:
Union shall mean the Amalgamated Transit Union, Local 279, bargaining unit, ParaTranspo Branch and its members and officials recognized in this Collective Agreement.

4.3 Parties:
Parties shall mean those defined **as** the Company and Union.

4.4 Service:
Service shall mean the length of time an employee commenced working for the Company, after having completed all necessary training and instruction. FirstBus Canada Ltd. employees currently (July 1, 2002) in the service of the Company, will if successfully satisfying FirstBus Canada Ltd. employment criteria and requirements **and** who have completed the probationary period **as** set out, will receive recognition of their prior service with their previous employer, Laidlaw Transit Ltd. (hereinafter "Laidlaw") only for the purpose **of** seniority ranking and vacation accrual rates, **as** provided in **this** Agreement .

4.5 Employee:
Employee shall mean a person employed by the Company to perform duties in regard to the **Company's** performance of the Para Transpo agreement and who is working in a position covered by this Collective Agreement and must be the bearer of the required and valid drivers license, recognized by the Province of Ontario, remain bondable, and have successfully satisfied any training or instruction required by the Company in fulfilling its' obligation to the customer. Employee and driver **as** referred to in this Collective Agreement mean the same.

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

- (a) Full time - means the employee who **books** full time work from the quarterly booking, subject to item (d) of the Schedule "a" Para Transpo Wage Schedule.
- (b) Part time - means the employee who does not book full time work from the quarterly booking subject to item (d) of the Schedule "a" Para Transpo Wage Schedule.

4.6 Executive Committee Member:
The Executive Committee Member is an employee in the Para Transpo bargaining unit either elected or appointed **and** is a member **of** the Grievance Committee, responsible mainly for the supervision of grievances and negotiations, **as** set out herein.

4.7 Authorized Representative:
Means a member in good standing with the Union, appointed by the Executive Member or the Grievance Committee.

4.8 National Representative :
Means an appointed **staff** member of the Amalgamated Transit Union **who** has responsibilities, **as** set out in this Collective Agreement.

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

ARTICLE 5: SENIORITY

5.1 For the purpose of seniority, Para Transpo employees covered by this Collective Agreement shall form one (1) seniority group. There will be a master seniority list for all employees which was emailed to the Company on April 2, 2002.

5.2 (a) A newly hired employee shall be on probation for nine hundred and sixty (960) hours worked **from** the date the employee commenced in service driving duties. Days worked by the employee 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 nine hundred and sixty (**960**) hours of work, an employee shall not have recourse to the grievance procedure in the case of discharge. After the completion of the probationary period seniority shall be effective from the original date of employment. Upon prior notice from the Company to a probationary employee, that employee's probationary period may be extended in total to one hundred and twenty (120) days of work.

(b) The Company will **as** part of the newly hired employees orientation, introduce the employee to the Union Representative and schedule the employee during working hours, up to one (1) hour with pay, with the Union for necessary union business and orientation with the Union. The Union shall cooperate with the Company in scheduling employees at time or times convenient to the Company and shall minimize to the extent possible time away from work for both the employees and the Union Representative involved.

5.3 **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 and **is** not reinstated.

(b) if he/she quits and or resigns voluntarily.

- (c) if, following lay-off, he/she fails to return to work within three (3) 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/her **from** performing his/her scheduled driving duties or affects the level of performance of the employees' duties or results in any non compliance with statutory or Company requirements.
- (e) if he/she is absent from work for a period of three (3) days without notifying the Company and without reasons satisfactory to the Company.
- (f) if he/she is laid off for the lesser of the employee's length of service or one (1) year, an employee prior to the period set out, may **in writing** to the Company request **to be** considered for re-employment. The Company in the case of hiring, shall give first consideration to a request on file, however such consideration shall not exceed a period of eighteen (18) months following the date of lay off. It shall be the employee's responsibility to ensure an up to date address and telephone number is on file with the Company.
- (g) he/she fails to return to work upon expiration **of** a leave of absence or vacation, or utilizes a leave of absence for a purpose other than for which it was granted. All leaves of absence requests shall be in writing to the Company, setting out the reason for the request.
- (h) Customer or public concerns - If the Company, having received and investigated a **written** concern from the customer and the Company is satisfied that the continued use of a driver is not in the best interest of the passengers, the Company may place the employee in other work, if available, or place the employee on an indefinite layoff, or terminate the employee, in its sole discretion. The Company and the Union may in writing agree upon any other resolution. **An** employee with seniority may file a grievance with respect to the factual findings relating to the incident and the employee involvement. The matter if not resolved through the grievance procedure may proceed to arbitration **as** set out in Article 14.

5.4 The seniority lists shall be posted on the Company notice boards in March and October, of each year. The master seniority list shall show the date upon which each employee's service commenced. A copy of the master seniority list shall be furnished to the Executive Committee Member. The seniority lists shall be amended to include new and terminated employees each year.

5.5 A seniority status that has remained unchanged for twelve (12) consecutive months from the posting shall be considered as correct. Any protests with regard to an employees 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 the Para Transpo Branch Manager and the Executive Committee Member.

- 5.6 **An** employee transferred or promoted to a position outside the bargaining unit, shall retain and continue to accumulate his seniority 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 all accumulated 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.

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**.

ARTICLE 6: ROUTE ASSIGNMENT AND BOOKING

- 6.1 (a) It is understood that due to the nature of the Para Transpo business that employees must be willing and able to perform work **as assigned** by the Company. It **is** agreed that a posting of available work and bookings or combination of work or bookings will occur four (4) times per year at a time or times agreed to between the Company and the Union. Employees will be permitted to book on the basis **of** their seniority and such selection shall be based on the employees skill and ability, drivers license, and qualifications to perform the work and such other requirements **as** may be required by the customer, such **as** geographical requirements, shift work, efficiency, cost, the type **of** vehicle or service to be performed, physical fitness, **driving** experience, **good** working knowledge of the urban transit area, ability to communicate both verbally and in writing in English, or such other language.
- (b) In the event that employee(s) do not book, the Company will assign the employee to a booking for a period of one (1) **full** booking period. **An** employee assigned to work or booking work will not be permitted to change their assignment until the next booking.
- (c) The Company in setting out the booking process must reserve the right to conduct any further bookings at times or a time, **as** may be necessary, based on the business necessity.

(d) Without restricting the Company's ability to create or delete any classification or to the number of employees determined to be required in any classification, the following will be the general classifications for the purpose of booking work assignments:

- full time employees, scheduled to cover base service requirements.
- spare employees, scheduled to report each day but without a pre assigned run or who are employees waiting for an assigned run to become available. The number of spare employees will fluctuate depending on service requirements and will be scheduled to commence and finish work each day at times consistent with the service requirements.

Employees at the time of route booking, will be permitted to sign to signify their availability for overtime assignments which occur at time other than when they are scheduled to work. Nothing herein this clause 6.1 constitutes a guarantee.

6.2 The quarterly booking for the employee shall be deemed to be permanent for the quarterly period unless a change would result in an increase in the monetary value, or the change is approved by mutual agreement between the Executive Committee Member and the Para Transpo Branch Manager.

This does not constitute a guarantee of work and recognizes changes may occur to selected booking **as** a result of increases or decreases in business levels, or due to service requirements.

6.3 See Letter of Understanding Re: Route Assignment and Booking which provides for the introduction and trial of a new booking process :

The quarterly booking will be **carried** out in the following manner:

- (a) All known work will be posted at the quarterly booking. All shift schedules will be booked by seniority.
- (b) The Parties agree for each booking, that available shifts shall be allocated by seniority ranking. Each driver will be paid an extra one half ($\frac{1}{2}$) hour per booking at regular non-overtime rates of pay. This will only be paid to those drivers that actually attend the booking in person. It will not apply to those that book by telephone or proxy, unless the employee is on duty at the time of booking. Employees on duty at the time may be permitted to book by telephone or proxy, and shall receive the extra one half ($\frac{1}{2}$) hour payment. Employees who fail to attend at the booking or contact the Company shall be assigned an available shift by the Union. The Parties agree that bookings are subject to change and that the employee must perform the work assigned and deal with any questions or concerns later.
- (c) The Union shall be given an opportunity to review the proposed booking to check for errors, omissions or violations of the Agreement. The Union will be provided the

information not more ~~than~~ five (5) calendar days prior to the information being posted to the attention of the drivers. The posting to the drivers would not be for more than ten (10) calendar days prior to the first day of selection of the work. The time periods may be reduced by mutual agreement between the Company and the Union. The Parties agree that in the case of the Union disputing any **of** the booking information that the matter shall be addressed but if not resolved in a timely manner the booking shall proceed on the basis of the information posted.

- (d) New or vacant work which become available after the booking, will be assigned temporarily to part time employees. Subsequently, the vacancy will be posted to the attention of the employees and the Company will fill the position on the basis **of** seniority ranking of full time employees not assigned to a regular booking then in seniority ranking **of** the part time employees who apply in writing for the work and fulfill the necessary requirements **as** set out in clause 6.1(a).
- (e) The Parties to this Agreement recognize and agree that the Company is obligated to follow the instructions of its customer.

6.4 The rates of pay shall be those set out in Schedule "A" of this Collective Agreement.

6.5 It is understood that seniority, classification and qualification will apply to all postings for vacancies, with the exception of either specific language, or other written requests from a customer. A driver may be removed from a booking and subject to disciplinary action upon investigation of a complaint from the customer.

6.6 The Company in the case of work becoming vacant, will post **only** the primary vacancy (original vacancy) and shall thereafter fill any remaining vacancy created on the basis of laid off employees, part time employees or hire new employees.

6.7 **An** employee wishing to leave their booking obtained through the posting must apply in writing to the Para Transpo Branch Manager. The Manager, will discuss the request with the Executive Committee Member and make reasonable effort to either place the employee on **an** open booking or allow the employee to apply for any available posting.

6.8 **An** employee shall be responsible, when in the care and custody of a Company vehicle, for obtaining such safe **and** secure parking facilities, which includes the payment **of** parking tickets or moving violation fines or tickets and complying with Company directives with respect to any complaints.

ARTICLE 7: REDUCTION AND RECALL TO WORK

- 7.1 In the instance **of** a reduction in the number of employees, the Para Transpo Branch Manager will discuss such matters with the Executive Committee Member and take into consideration any proposals made on behalf of the employees.
- 7.2 When reducing the workforce, employees with the least seniority within a classification in which the lay off takes place shall be laid off first, provided the remaining employees have the necessary, drivers license, skill, ability, physical fitness and qualifications to perform the work in question.
- 7.3 **A** full time employee, with seniority, whose position is eliminated or who is displaced shall be provided with three (3) days prior notice and shall be assigned to a booking by the Company or become a part time employee, provided the employee is qualified to perform the work.
- 7.4 Under no circumstances will an employee under this Collective Agreement be permitted to displace **an** employee working under another Collective Agreement. The Company may agree to permit a laid off employee to take any vacant work for which the employee is qualified and able to perform. In such a case the employee shall forgo any right of recall.
- 7.5 **An** employee laid off shall register their name with the Para Transpo Branch Manager and the Executive Committee Member.
- 7.6 **A** laid off employee may be recalled to work on a periodic basis and shall keep the Dispatcher advised of their current home address and telephone number.
- 7.7 **A** laid off employee shall be recalled to work in order **of** seniority when there is an increase in manpower or a vacancy occurs.
- 7.8 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 Executive Committee Member. **An** employee having been sent notice **of** recall shall report to work no later than **three (3)** working days from the date the letter is received. **An** employee who fails to return to work shall loose their seniority in accordance with Clause 5.3.

ARTICLE 8: HOURS OF WORK AND OVERTIME

The Company's' operations are based on a continuous operation and will be governed according to the regulations set out in the Canada Labour Code.

- 8.1 It is understood that the rate of pay, as set out in Schedule "A" of this Agreement comprises the following:
1. **Start** up time.
 2. Walk around safety check.
 3. Fueling.
 4. Interior cleaning of the vehicle.
 5. Verify route descriptions or other administrative duties relating to the performance of their work, as required.

- 8.2 (a) The normal hours for Para Transit service are Monday to Sunday inclusive, between the hours of 5:00 A.M. and 1.00 A.M., the following day. **An** employee commencing duties in the day shall be paid from the time of the first pick up to the time of the last drop off. The rate set in schedule "A" recognizes time spent in the performance of the duties set out in clause 8.1. The Parties recognize that in providing the Para Transpo service that some scheduled runs may start and finish outside of the core hours set out above.

The Company will endeavour to schedule employees and permit selection of the scheduled hours in accordance with the general booking procedure. The Company must reserve the right to alter starting or finishing times after the general booking to meet service requirements.

- (b) **Split Shifts:**
Each split shift will be paid an extra fifteen (15) minutes per day at regular non-overtime rates. **This** will bring the total split shift premium paid to one and one quarter (1.25) hours per day.
- (c) Unless the scheduling requirements of the customer require otherwise, split shifts shall be limited to day work and not go into evening work.
- (d) Spread time is defined from the time the employee commencing work for pay to the time the employee finishes work for pay on any work assignment. Spread time for any employee for regularly scheduled work shall not exceed twelve and on quarter (12.25) hours, except for spare drivers whose spread time shall not exceed thirteen (13) hours.
- (e) Except where other shift arrangements are necessary or other exceptional circumstances by agreement of the Union, all shifts shall commence at the reporting time booked by the employee as per the most recent booking. Except for split shifts

with appropriate premiums being applicable all shift hours shall be continuous **from** the start of the **shift** to the end of the **shift**.

- (f) All spares shall be provided a minimum of nine (9) hours' pay per **shift**, except where the employee absents themselves from work in which case the employee shall only be paid for the work performed. A spare who books or is assigned work for that day shall be required to work the hours booked or assigned and will be paid from the time of their scheduled report time to the completion of the booked or assigned work. It is recognized that a spare's scheduled report time and days off may change **as** a result of the requirement to cover vacant work.

- 8.3 (a) The Company in recognition of the required duties set out in clause 8.1 and in recognition of the travel time spent by the employee to travel to the first pick up at the commencement of his/her daily schedule and the travel time spent by the employee to travel from the last drop off at the end of the day to the Branch yard, the employee shall receive payment on the basis of the regular rate of pay for one half (1/2) hour at the commencement of his/her daily schedule and one half (1/2) hour at the end of his/her daily schedule.

For the purpose of calculating overtime, the payment for (1/2) hour at the commencement and the end of his/her daily schedule **as** set out above, shall be included **as** time worked, but only in the following instance:

An employee assigned regular duties by the Company and the assignment of these duties will result in the employee completing after their scheduled (booked) finishing time, will receive payment for the time worked on the basis of time and one half (1 1/2) the employees regular rate of pay, provided the employee has worked hours in addition to his/her regular bi-weekly scheduled hours obtained by the employee at the booking period and has worked more than 84 hours, for that **bi-weekly** period.

- (b) Overtime shall only be paid:
 - (i) after an employee has worked in excess of 80 hours and in excess of the booked hours of work for that employee per biweekly pay period; or
 - (ii) For each hour, in excess of 84 hours, worked by the employee in a bi-weekly pay period **as** part of the employee's booked hours of work.

- 8.4 The Parties recognize that cancellations **of** scheduled pick ups occur in the daily scheduled duties. The Parties agree that the employee shall not have his/her wages reduced for the day due to cancellations. The Parties further agree that the scheduling of rest and meal breaks shall occur at times or a time without interruption in service and normally taken when a cancellation occurs. Employees shall be scheduled on such breaks in accordance with Company procedures and must first contact and receive the approval **from** dispatch before going out of service.

The Company expects the willing co-operation of its employees to meet service levels and requirements. Employees assigned work will be required to complete the assignment, unless relieved by dispatch at the end of their daily working hours. The Company agrees that an operator shall have a reasonable expectation to complete his or her **shift** on time.

- (a) Para Transpo **full** time employees will be paid overtime at the rate of time and one half (1 1/2) the employees basic rate of pay. Time paid for but not worked shall be excluded from any overtime pay or premium requirements. The Parties shall cooperate in reducing unnecessary overtime costs and averaging of hours for the purpose of overtime calculation and payment will apply. For purposes of overtime payment, the allowance for the two (2) week averaging period shall be 84 hours, **and** will be based upon the provisions outlined in the Canada Labour Code. All hours worked in excess of the 84 hours in two weeks will be paid at one half (1/2) of the driver's hourly rate. For purposes of the maximum hours of work provisions in the **Canada Labour Code**, the averaging period shall be thirteen (13) weeks.
- (b) Employees will be required to remain on duty past the end of their normal shift when directed to do so by the Company. Generally, additional scheduled pick ups will be assigned to the employee before 5:30 P.M.,.
- (c) The Company reserves the right to schedule employees and or to modify or change schedules. The Company, whenever possible, will notify the Union of any such changes five (**5**) days in advance of any changes occurring. This notification will not apply in the case of an increase or reduction in service due to inclement weather or other conditions beyond the control of the Company. Disputes on any schedule changes will be settled between the Executive Committee Member and the Para Transpo Branch Manager.
- (d) **All** customer pick ups scheduled at or during the base hours of service must be completed by the vehicle that is given the trip assignment. Non scheduled employees (i.e. part time and casual drivers) will be required to complete all customer pick ups **as** assigned.
- (e) The Company will not schedule an employee **to** work more than twelve and one quarter (12.25) hours in a work day.
- (f) Spare drivers will be provided with a minimum of seventy two (72) hours per bi-weekly period. The Company on a best effort basis will attempt to retain designated spares **as** spare drivers. Provided there are other qualified spare or part time employees available, a spare operator should have the right of first refusal on any booked route which becomes vacant following a booking. The Company reserves the right in the case of no other employee being qualified or accepting the work to assign the spare to the vacant work. The Company further reserves the right to assign the spare temporarily to the vacated work until such time **as** a suitable

replacement can be obtained for the vacated work. The Company subject to the opportunities or limitations which may exist at the time shall make its best effort in a timely fashion to return the spare driver who is assigned to the vacant work in an effort to satisfy the employees choice at the time of the quarterly booking. A part time employee who accepts or is assigned a booking remains at the part time rate and will not count **as** a booking **as** per item (d) in Schedule "A".

- 8.6 The Parties to this Collective Agreement recognize that the hours of work per **day** or per week does not constitute a guarantee and that the Company reserves the right to alter such hours of work and or to increase or reduce the workforce when business and or emergency circumstances require.
- 8.7 Employees will be eligible to **bank** overtime hours to a maximum of forty **(40)** hours in a calendar year. Scheduling of time off will be subject to the approval of the Company and such time off will be on the basis of one (1) hour off work for each one (1) hour worked. The Company will maintain a record of both hours and dollars banked. Employees must indicate their intention to bank hours at the time of the first shift booking each year. Employees will not be permitted to schedule time off work in periods less than forty **(40)** consecutive hours and shall not be permitted to opt **in** or out of the banking program during the year. **An** employee not able to take the time off prior to the end of the year, or who **has** terminated their employment for any reason will receive payment for the overtime worked on the basis of time and one half (1 1/2) the rate of pay in effect at the time the overtime was actually worked.
- 8.8 An employee reporting for his regular and scheduled duties and such assignment **was** canceled, and the employee **was** not notified of the cancellation prior to leaving their residence, shall receive two **(2)** hours at their regular rate of pay. This time shall not be considered for the purpose of overtime calculation, unless the employee is assigned by the Company to other duties and performs the work.
- 8.9 The Parties to this Collective Agreement recognize the nature of the Company's Para Transpo operation and the need for the Willing cooperation of the employees to meet the service and scheduling obligations to the customer. The Company will when feasibly possible, endeavor to schedule employee's regular days of rest in a manner that permits consecutive days off.
- 8.10 Employees who report late for duty shall forfeit their assignments and seniority for the day and may be subject to disciplinary action. In the event there is a shortage of employees on that day, the Company reserves the right to hold such employee **as** a spare driver, who shall be assigned to any work that may be available, and if so held shall be paid the basic rate for the time held.
- 8.11 Employees delayed on route due to any cause must report such delay **as** soon **as** possible, for the purpose of the Company rescheduling work to meet service requirements.

- 8.12 Only overtime pre-authorized by the Company shall be worked and or paid for.
- 8.13 **An** employee who has completed their regular scheduled work assignment and has left the premises of the Company and is called back to work prior but such work is not consecutive with their next scheduled shift shall receive the greater of the work performed or not less than **two** (2) hours pay at the employees regular rate of pay. Overtime shall only be paid on such hours worked.
- 8.14 When an employees pay cheque is short by fifty (\$50.00) dollars or more due to Company error, the Company will issue to the employee (cash or cheque) the full amount within forty eight (48) hours. Amounts under fifty (\$50.00) dollars shall be paid in the next pay period.
- 8.15 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. The Company payroll shall be done by automated direct payroll deposit into the employee's bank account, employees are to cooperate with the Company with respect to their account for deposit. The employee will receive a statement detailing the amount of the deposit and required deductions made from their pay. Pay day will be bi-weekly.
- 8.16 Employees who are required to work more than five (**5**) consecutive hours in a day will receive in their next pay cheque a meal allowance **of** seven dollars (\$7.00) for each such day.

ARTICLE 9: PAID HOLIDAYS

- 9.1 The following days shall be recognized **as** paid holidays:

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

- 9.2 If, however, the celebration **of** one (1) or other of the above mentioned holidays is determined by the Federal Government, the holidays will be observed on the date so determined. Requirements **from** the customer will determine if a paid holiday is a reduced service day for the purpose of scheduling work or granting time **off**.

- 9.3 To qualify for any holiday pay an employee must have:

- (a) must have worked and been entitled to wages for at least fifteen (15) days out of the thirty (**30**) days immediately preceding the holiday.

(b) must have been in the employment of the Company for at least 30 (30) days.

9.4 **An** employee who **is** required to work on a holiday for which they are qualified for, may be either granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment, or shall be paid for the day. The Company **shall** make final determination and shall attempt to accommodate an employee's request with respect to a day off or pay. If practical, the day off in lieu will be consecutive with a regular day off or with his vacation period.

9.5 If an employee works on any of the paid holidays listed, he/she shall receive one and one half (1 1/2) his/her normal hourly rate for all hours worked, in addition to the provisions of Clause 9.4. This applies solely to the day of the holiday and not a day designated in lieu.

9.6 If one (1) of the paid holidays falls on a non working day (inclusive of scheduled vacation) of the employee, the Company may schedule another day off in lieu of the holiday or pay to the employee a days pay calculated on the basis of the employees regular rate of pay and hours of work normally scheduled for the employee on the day.

ARTICLE 10: VACATION AND PAY

10.1 Subject to the provisions of articles 10.2 and 10.3, below, employees (excluding part time employees) shall receive vacation time off and vacation pay on the following basis:

(a) Employees who have maintained a continuous employment relationship with the Company or Laidlaw of less than one (1) year, shall earn vacation pay at the rate of four (~~4%~~) percent of their earnings for the purpose of vacation pay and time off in the following vacation year.

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

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

(d) Employees who have maintained a continuous employment relationship with the Company or Laidlaw of ten (10) years or more, shall receive for vacation time off of

four (4) weeks and shall receive vacation time of four (4) weeks and shall receive vacation pay at the rate of ten (10%) percent of their earnings.

(e) Earnings shall **for** the purpose of calculating vacation pay, accrue from the first (1st) day of July each calendar year to the thirtieth (30th) of June the following year. Earnings shall include any regular wages paid and overtime pay only. Any workers compensation payments, severance or other gratuitous payments shall not be considered earnings. **A** statement of earnings will be provided to each employee. The period of continuous employment relationship will be calculated at the first(1st) day of July, in the year in which the vacation pay is calculated.

(f) The Parties in establishing the provisions **as** set out below with respect **to** vacation scheduling recognize that unforeseen events or circumstances may occur that would result in alterations to any vacation schedule set. The Parties agree **to** review such circumstances with a view to minimizing disruption to both operational requirements and employees.

10.2 Notwithstanding article 10.1, during the period from July 1, 2002 to December 31, 2002 and, thereafter, if the collective agreement remains in force, until the earlier **of** the date the collective agreement ceases to be in force or June 30, 2003, no vacation pay shall be paid to any employee.

10.3 Should Laidlaw, in a separate proceeding from either of the Board Files referred to in the Voluntary Recognition Agreement signed by the Parties to this Agreement, be found to have no legal obligation to pay vacation pay accrual for the month of June 2002, the Union reserves its right to seek repayment of same **from** the Company.

10.4 **Part** time employees shall received vacation pay on the basis of four (4.0%) **of** their gross earnings **as** set out in Clause 10.1 (e) above.

10.5 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.

10.6 All employees must take their vacation in the vacation year. The application for vacation time off must be made by employees to the Company at the vacation booking time. The vacation booking time will be done annually at a time established by the Company, attendance at such meeting shall be without pay.

10.7 Vacation time off will be scheduled by the Company throughout the entire vacation year. The Company in scheduling vacation time off must restrict the number of employees off

work at any one time and no employee will be permitted to schedule more than two (2) consecutive weeks of vacation, unless after all employees have scheduled vacation, an employees request for more than two (2) weeks can be accommodated. Vacation will be scheduled by the Company at times of reduced business activity and employees will be expected to take the vacation when scheduled. In any case the employees scheduled vacation shall be consistent with the employees work schedule. A vacation week will be deemed to run from Sunday to Saturday.

- 10.8 Employees who do not apply for vacation at the time of vacation booking, shall be required to take their vacation at a time or times scheduled by the Company. There will be no carrying over of unused vacation into the next vacation year and vacation pay will only be issued to the employee in the pay period ending immediately prior to the commencement of the scheduled vacation time off. In the case of the employee taking vacation at a time approved by the Company but not scheduled at the vacation booking, the Company will endeavour to have the vacation pay made as soon as reasonably possible.
- 10.9 In the case of two (2) or more employees requesting vacation time off at the same time, the employee with the greatest seniority will be given preference in the instance of the Company not being able to grant the vacation time off for the period requested. Nothing herein conflicts With clause 10.5.
- 10.10 An employee who leaves the service of the Company for any reason shall receive the greater of the vacation pay paid up to the date of termination/resignation or four (4.0%) of applicable earnings.
- 10.11 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. An employee who is laid off by the Company and an estimated date of recall is unknown, may request and receive any unused vacation pay earned.
- 10.12 Vacation days will be exclusive of the assigned rest days (refer to Clause 9.6 with respect to paid holidays occurring during an employees scheduled vacation.)
- 10.13 Floater Days – effective July 1, 2002 – December 31, 2002
Each full time employee who has completed at least one (1) year of continuous service with FirstBus Canada Ltd. or Laidlaw shall be entitled to a maximum of two (2) unpaid Floater Days which may be taken prior to December 31, 2002. If this Agreement continues to operate past December 31, 2002, each full time employee who has completed at least one (1) year of continuous service with FirstBus Canada Ltd. or Laidlaw shall be entitled to a maximum of five (5) Floater Days per calendar year. Such Floater Days shall be available to the employee on the basis of not more than three (3) days off work with pay prior to June 1st each year, and the remaining two (2) days off work with pay following June 1st each year but prior to December 31st each year. An employee shall advise the Company at least two (2) hours prior to the commencement of their normal shift in the case of sudden illness

or emergency, and in any other instance with **as** much notice in advance **as** reasonably possible.

The employee will notify the Company in writing of their wish to receive payment **for** the Floater Day and the records of the Company shall be deemed final and complete.

Payment for a Floater day shall be at the employees' regular rate of pay, with a day representing eight (8) hours. Employees will not be permitted to take a **part** day.

ARTICLE 11: HEALTH AND WELFARE

11.1 The Company shall make premium remittances to provide an insurance plan to cover sickness, accident, and **drugs** requiring a doctor's prescription, which shall be made available to full time employee of the bargaining unit. Coverage in the benefits plans, except for the Dental Plan, shall be mandatory for each eligible bargaining unit employee.

The Basic Life Insurance and the Basic Accidental Death and Dismemberment Insurance are provided at no cost to the employee. The insurance will comprise the following:

- (a) Basic Life Insurance
One and one half (1.5) times the regular non overtime earnings (I.e. base wage rate times the employees regularly scheduled hours)
- (b) Basic Accidental Death and Dismemberment
one and one half (**1.5**) times the regular non overtime earnings (I.e. base wage rate times the employees regularly scheduled hours)
- (c) Optional Dependant Life, #1 Spouse - \$10,000
dependant insurance \$5,000
Optional Dependent Life, #2 Spouse - \$ 5,000
dependant insurance \$2,500
Optional Dependant Life Insurance provided at employee cost and it is optional. The rates are subject to adjustment and are in accordance with standard FirstBus Canada Ltd. rates.
- (d) Optional Basic Life and Optional
Accidental Death & Dismemberment - \$25,000 multiples to a
Maximum of \$500,000
Fully employee paid and subject to the Plan eligibility and enrolment provisions. The premium rates are subject to adjustment and are in accordance with standard FirstBus Canada Ltd. rates and the Plan provisions. Costs to employee to be provided but will be a FirstBus Canada Ltd. standard package.
- (e) Weekly Indemnity - to meet U.I.C. requirements.
- (f) Dental Plan:
Dental benefits details to be standard FirstBus Canada Ltd. plan. Enrollment is voluntary and applies to regular full-time employees only. Employees who do not enroll in the Plan at the initial enrollment must serve a waiting period of twelve (12) months from the date of their application, before becoming eligible for benefit entitlement.
Premium Cost Share - 25%employee, 75% company
Premiums subject to adjustment.

- 11.2 Employees to be eligible must be in the employment of the Company for a period not less than one hundred and twenty (120) days **of** work.
- 11.3 The Company will provide details to the employee of the above benefits, which will include claims submissions, waiting periods, deductibles and maximums. This will be a *summary* description and will not form part of the Collective Agreement. Participation except where set out differently, **is** mandatory and employees will not be permitted to opt in or out of the Plan.
- 11.4 Part time employees are ineligible to participate in any **of** the benefits, **as** set out.

ARTICLE 12: LEAVE OF ABSENCE

- 12.1 Elected Union delegates upon request may be granted a leave **of** absence without pay to attend general business and conventions of the Union. The Company shall have the final determination on how many may be granted a leave of absence at any one time.
- 12.2 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.
- 12.3 **An** employee who returns **from** an authorized leave of absence within the time prescribed shall resume his/her position held prior to the leave, unless in giving consideration to the **granting** of the leave other arrangements were agreed to.

ARTICLE 13: DISCIPLINE AND GRIEVANCE PROCEDURE

- 13.1 **An** employee having completed their probationary period **as** set out, will not be suspended or discharged from service until the employee has had the opportunity to relate their version **of** the events. This does not apply to a suspension pending completion **of** any investigation that may lead to a suspension or discharge. The Company agrees to provide copies to the Union of any discipline issued to employees. When requested, arrangements will be made for Union representation at the time of issuance of discipline, so long **as** a Union representative can be available within a reasonable period of time.
- 13.2 In any discussion **of** a grievance, the grievor may request the attendance of the Executive Committee Member or his designate, to be present.

Other than in the case of dismissible offense, when an employee believes he **has** been unjustly dealt with or that any provisions of this Collective Agreement have not been complied with, the grievance will be dealt with in the following manner:

Step Number One:

The employee concerned may in the presence of a member **of** the grievance committee, **submit** a grievance in writing to the 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 Executive Committee Member. The Supervisor shall render his decision in writing within seven (7) days of receipt of the grievance.

Step Number Two:

Failing satisfactory answer at Step One, the Executive Committee Member or member of the grievance committee may submit the grievance to the General Manager **or** his representative within fifteen (15) days of receiving the decision under step one. The Area General Manager or his representative shall render his decision within fifteen (15) days of receipt of the grievance.

Step Number Three:

Failing satisfactory settlement at Step Two, the National Representative may submit the grievance in writing to the President / CEO of the Company or his designate within eighteen (18) days of receiving the decision under Step Two. The President / **CEO** or **his** 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 meeting may be canceled by mutual agreement or on seventy two (72) hours written notice by either Party. If the grievance meeting is canceled 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 14, within thirty (30) days of receiving the decision under Step Three.

- 13.4 The following special procedure shall be applicable to a grievance alleging improper discharge or discipline of a seniority employee.

An employee subject to discipline or discharge shall be informed of the matter **as soon as** the offense becomes known to the management, and shall receive an impartial hearing within five (5) working days of management's knowledge of the offense. The employee may, upon request, be represented by the Local Union Representative and/or National 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.

- 13.5 The time limits **as** set out, may be extended in writing by mutual agreement **of** the Parties.

- 13.6 The Parties hereto, may resolve a grievance under such terms or conditions agreed upon between the Company and the Union, which may include full or part compensation for any wages lost, or in any other manner considered equitable to the Parties.
- 13.7 **An** employee other than the griever who is required by the Company to attend a grievance hearings etc., shall be paid for any time lost, at the employees straight time rate of pay.
- 13.8 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.
- 13.9 The grievance procedure shall apply equally to a grievance lodged by a group of employees and be processed in the same manner **as** an individual grievance.
- 13.10 It shall be understood that the time limits provided herein, exclude Saturdays, Sundays and Paid Holidays.
- 13.11 Should an employee have his driver's license suspended for any reason, his **status** with the Company will be deemed quit. The Company will discuss any incidents of this occurring with the Executive Committee Member of the Union and such decision to alter the deemed quit shall be on the basis of the individual merits and will not create any precedence.
- 13.12 **An** accident record relating to employment shall remain in the employees' personnel file unless there has been a twenty four (24) month period where no similar incident **has** occurred. If no similar incident has occurred, within the twenty four (**24**) month period, the record will be removed from the employees' file. In the case of a preventable accident, with damage exceeding two thousand dollars (\$2,000), the record will remain in the employees' personnel file for a period of thirty (30) months.
- 13.13 The discipline record of an employee, except in exceptional circumstances shall not be considered beyond the previous two (2) years in the case of driving and other disciplinary suspensions.
- 13.14 Discipline of a minor nature shall after a lapse of eighteen (18) months **during** which the employees' record **has** been clear of similar minor offences will not be taken into consideration.
- 13.15 Discipline for sexual harassment and/or sexual misconduct shall remain indefinitely in the employees' file.

ARTICLE 14: ARBITRATION

- 14.1 Grievances which have been processed according to Article 13 of the Collective Agreement which cannot otherwise be disposed of between the Company and the Union, may be arbitrated in the following prescribed procedure.
- 14.2 **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.
- 14.3 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.
- 14.4 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 Labour to select **an** arbitrator, and his selection shall be final.
- 14.5 The decision of the Arbitrator shall be final and binding on the Parties.
- 14.6 **As** a result of the grievance and arbitration procedure, there shall be no stoppage or slow down of work by the employees.

ARTICLE 15: DEDUCTION OF DUES

- 15.1 The Company shall deduct on the payroll for the last pay period of each month from the wages due and payable to each employee occupying a position within the Para Transpo bargaining unit, an amount equivalent to the uniform monthly dues of the Union. 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 this Collective Agreement. Employees will be given an application for membership and authorization for check off of dues and initiation fee on form supplied by the Union. The Company will remit, the completed form for all new employees to the local union Financial Secretary, along with the regular union dues remittance.
- 15.2 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 the Collective Agreement, except to conform with 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.

- 15.3 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, colour or religion.
- 15.4 New Employees - The Company **as** part of the newly hired employees' orientation, introduce the employee to the Union representative and schedule the employee up to one (1) with pay during working hours with the Union for necessary union business and orientation with the Union. **The** Union shall cooperate with the Company in scheduling employees at a time or times convenient to the Company and shall minimize to the extent possible time away from work for both the employees and the union representative involved.
- 15.5 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.
- 15.6 Only payroll deductions now or hereafter required by law, deduction of moneys due or owing the Company, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.
- 15.7 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.
- 15.8 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 16: BEREAVEMENT / ATTENDING COURT

- 16.1 When a member of the employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) days immediately following the day of death. **If any of** the three (3) days coincide with a normal working day and the employee has completed their probationary period at the time of death, he/she is entitled to a normal day's pay for

such days. The intent of the clause **is** to provide employees to a maximum of three (3) consecutive days off without loss of pay.

Immediate family means “the spouse, parents, children, sistersbrothers, father/mother-in-law, sisterbrother-in-law, grandfather/grandmother of the employee, and includes any relative permanently residing in the employee’s household, or with whom the employee resided.

Effective July1, 2002 – In the instance of a death occurring in the employee’s immediate family (**as** set out above) during **an** employee’s vacation, and the employee provided the Company with proof of attendance at the funeral, the employee shall be paid up to **three (3)** days bereavement pay at their regular rate of pay on the basis of what the employee would have been granted had the employee been scheduled to work.

16.2 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 lost away from work. 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 employee’s regular hourly 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 employee’s regular hourly rate of pay.

16.3 Jury Duty or Crown Witness

The Company shall grant a leave of absence without loss of seniority, pay or benefits for **an** employee who must serve **as** a juror or is subpoenaed **as** a crown witness in any court. The Company shall pay the employee the difference between their regular non overtime daily earnings less the payment received by the employee for serving **as** a juror or a crown witness, this will exclude payment received for traveling expenses, parking and meals. The employee will advise the Company **as** much in advance **as** possible and shall provide proof of service and the amount of payment received. In the case of cancellation, postponement or early adjournment with respect to the above, the employee is to contact the Company **with** respect to reporting to a work assignment on that day.

ARTICLE 17: EMPLOYEES HELD FOR INVESTIGATION OR COMPANY BUSINESS

17.1 **An** employee at the Company’s’ 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.

The employee may be held out of service and without pay in the case of a complaint being received with respect to the driver’s conduct to a passenger. Upon the conclusion of the Company’s investigation into the complaint, the period of time off may form part of the

discipline, or the employee will receive payment for any regular wages lost or such other arrangement **as** may be agreed between the employee and the Par Transpo Branch Manager.

- 17.2 **An** employee required by the Company to remain beyond the end of their regular **shift** in order to complete documentation relating to any incident or accident involving a Para Transit vehicle or passenger will receive a flat payment of three dollars (\$3.00).

ARTICLE 18: REHABILITATION

- 18.1 When mutually agreed between the Para Transpo Branch Manager and the National Representative of the **Union**, an employee who has become unable to perform the **usual** duties of his/her occupation may be placed in a position covered by this Collective Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to displace an able bodied employee to provide suitable employment.
- 18.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of **shift** and employment.
- 18.3 **An** employee placed in a position under the provisions of this clause **18.1**, 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 returned to such normal duties performed prior to becoming incapacitated, **as** may be available.
- 18.4 The Company shall discuss any such transfer with the Executive Committee Member, prior to an appointment or transfer being made.

ARTICLE 19: GENERAL

- 19.1 Service Letters - The Company shall return to new employees, Within **thirty (30)** days from the date of their employment, their service cards and letters **of** recommendation. **An** employee dismissed, or leaving the service of the Company with due notice , shall upon request be given their Record of Employment for Unemployment Insurance purposes and will be paid in the next pay period.
- 19.2 Not more often than once per year, employees wishing to view their file shall provide in writing twenty four (24) hours advance notice to the Company.
- 19.3 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 drivers' room.

19.4 Uniforms:

Uniformed employees shall be responsible for ensuring that all uniform alterations are completed and in accordance with Company policy.

All new hires will pay fifty (50%) of the cost of a uniform through payroll deduction. A new employee who is in the possession of a uniform that is in good repair **and** determined acceptable to the Company will only be provided with whatever portions of the uniform are determined **as** necessary.

Uniform replacement will not be more often than once every twenty four (24) months **from** the date of the last replacement. Should any uniform replacement period occur in the year of a contract extension between the Company and its customer, such replacement shall be postponed until after the Company is awarded the contract. Such replacement may be postponed in **any** case of an employee being unavailable for work due to workers compensation, long term leave of absence, lay off or such other reason whereby the issuance of the uniform would not make practical business sense. The Company **will** pay 100% of the cost of the second and subsequent uniform issue. The Company shall have the sole determination **as** to the need to replace the uniform.

The employee will be held responsible against loss and maintaining the uniform in a clean, neat and good repair. The uniform will become the property of the employee two (2) years after its issuance, however all logos or other forms of identification shall be removed from the uniform. **An** employee may not retain any new uniforms upon termination and shall be responsible for the returning of the uniform cleaned and in a state of good repair.

In consideration **of** the uniform all employees are required to report for work in **full** uniform and may be held out of service **and** without pay should they fail to do **so**. Neck ties **as** part of the uniform will be **worn** properly at all times by employees while on duty. Employees during the period May **15"** to September **15"** each year, may elect not to wear the tie.

The uniform shall consist **of**:

(5) shirts or golf styled **shirts**, if requested,

(2) ties per year,

(3) pairs of pants / skirts (or shorts, if requested) – effective January 1, 2002 amend to **four**

(4).

(1) winter jacket or coat.

(1) one cap **with** approved logo. — effective January 1, 2002 provide one (1) winter toque.

The Company will not be issuing any new or replacement uniforms **after** July 1, 2006, until such time **as** it is confirmed that FirstBus Canada Ltd. is successful in renewing its contract with OC Transpo.

- 19.5 Employees will make themselves available for measuring at a time or times specified by the Company, at no cost to the Company. Alterations occurring after the initial fitting of the uniform shall be the responsibility of the employee.
- 19.6 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 Para Transpo Branch Manager prior to posting.
- 19.7 The Company and the Union agree to cooperate in the establishment of a Joint Labour Management Consultation Committee (maximum of six (6), 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 cooperation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between management and Labour and maintaining harmonious mutual relations between them.

Labour Management meetings shall not interfere with the Executive Committee Member and Authorized Local Representatives work load. It must be mutually agreed as to the time and the date of Labour Management meetings.

Agreements reached affecting the administration, interpretation of the Appendix to the Collective Agreement or working practices of the Parties to this Collective Agreement in order to be binding, shall be signed by the National Representative of the Union and the Director of Human Resources for the Company.

ARTICLE 20: SAFETY

- 20.1 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.
- 20.2 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.
- 20.3 It is understood that there is a specific obligation on the part of employees to immediately report, in no case longer than twelve (12) hours, unless the employee is physically incapable due to injury to do so, to the Company any accident involving a Company vehicle. Failure to do so could result in dismissal of the employee, if the employee fails to report the accident within twenty four (24) hours of its occurrence.

20.4 Employees shall be required to attend compulsory work related seminars. Employees attending a compulsory work seminar (other than an initial four **(4)** hour defensive driving course, a **four (4)** hour orientation program and a four **(4)** to twelve **(12)** hour sensitivity training session) shall be paid at their regular non overtime rate of pay upon completion of each compulsory seminar.

ARTICLE 21: DURATION OF THE COLLECTIVE AGREEMENT

- 21.1 **This** Collective Agreement shall be effective from July 1, 2002 and shall remain in force and effect until December 31, 2002. Thereafter it shall automatically renew itself from year to year, unless written notification of intention to modify or terminate this Collective Agreement be given by one of the Parties to this Collective 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.
- 21.2 **The** Parties to this Collective Agreement agree that should any provision(s) of this Collective Agreement be determined to be in conflict or inconsistent with any Federal Labour Code, that the Parties will in writing amend such provisions to the extent that compliance is obtained. All other provisions would remain in full force ~~as~~ set out, for the duration of this Collective Agreement.

Signed in the City of Ottawa, Ontario, this _____ day of June 2002.

For The Company

For The Union ,

Brad Hertz
President / CEO

Roy Larkin
Vice President

Rollie Kuntz
Operations Branch Manager

Tom Charlebois
Executive Board Member

SCHEDULE "A"

PARA TRANSPO WAGESCHEDULE

The wage schedule and rates of pay shall be **as** set out below.

The increments to the wage rates payable shall apply in the case that the employee has worked continuously during each of the increment periods. Worked continuously shall mean there has been no break in service longer than fourteen (14) working days per each increment period. In the case of a break occurring for a period longer than fourteen (14) days, the next increment will be delayed until the number of days missed in the period have been worked. The increment will commence effective with the next following working day. The seniority list provided to FirstBus Canada by the ATU will be **used** to determine length of service for pay and bidding **rights**.

CLASSIFICATION	SERVICE	July 1, 2002
DRIVERS		
<i>Full Time Employees</i>	0 TO 12 MONTHS	\$14.01
	13 MONTHS TO 18 MONTHS	\$14.94
	19 MONTHS TO 24 MONTHS	\$16.80
	MORE THAN 24 MONTHS	\$18.68
PART TIME EMPLOYEES	0 To 24 MONTHS	\$14.01
	MORE THAN 24 MONTHS	\$14.94

A - Current employees of FirstBus Canada Ltd, employed in another union local in the Ottawa Region who upon satisfying employment related requirements with respect to their qualifications and ability to perform the duties related of the Company's Para Transpo contract will be offered employment and shall be paid at the rate set out above, without regard to any previous service with the Company.

The Company reserves the right to limit the number of employees transferring from other business of the Company to the Para Transpo work.

B - All new employees will progress in the wage schedule on the basis **as** set out above and accrue seniority in manner set out.

C - All employees regardless of their rate of pay or previous service will be required to complete the full probationary period before they acquire any seniority rights as set out herein.

D – Movement of employees from part-time status to full-time status and full-time status to part-time status. This does not apply to employees who during the summer booking period, book for full-time status as a result of full-time employees vacating their booking to take the summer off. When an employee books for either full-time work and/or part-time work for a second consecutive shift, they will be considered either a full-time or part-time employee. The appropriate wage scale and rate of pay, upwards or downwards will apply and benefits entitlement or non-entitlement will apply.

A full-time employee cannot take a leave from part-time to full-time for one (1) booking and back to part-time to circumvent this clause.

SCHEDULE "B"

GENERAL RULES AND RULES OF CONDUCT

- 1) An employee proven to have falsified records, documents or information that the Company relies upon will be subject disciplinary action.
- 2) Any employee who is proven to have violated the Company policy on Sexual Harassment will be subject to discipline up to and including discharge.
- 3) Unauthorized use of company vehicles is prohibited. Employees using vehicles to conduct personal or other business, or knowingly allow an unauthorized person to operate a Company vehicle will be subject to disciplinary action up to and including discharge.
- 4) Employees who fail to report to work following an approved leave of absence or vacation or utilize the leave for reasons other than those requested will be subject to disciplinary action.
- 5) Employees with a combination of three (3) or more moving violations within a twenty four (24) month period maybe required to attend a defensive driving course at their cost.
- 6) **An** employee **who** has their driving license suspended will be deemed quit. Citations or demerit points that result in temporary or permanent suspension of your driver's license will result in termination. No employee is to operate any vehicle or equipment should their license be suspended.
- 7) Careless use or abuse of company vehicles will result in correct disciplinary action. Vehicle operators may be required to take necessary retraining **as** determined by the Company.
- 8) Theft of Company property, willful destruction or acts of sabotage to Company or employee property could result in termination. Unauthorized use of Company tools or facilities for personal use is prohibited.
- 9) No driver may deviate from the established route without prior permission or direction from dispatch, except **as** may be required by **an** emergency or temporary road condition. Route changes shall be coordinated with dispatch.
- 10) Employees shall comply with all instructions from dispatch. Refusing to obey or insubordination or encouraging others to be insubordinate will result in corrective disciplinary action, up to and including discharge. Drivers who feel a work assignment **is** unfair or wish to discuss a work related issue shall not use the two way radio for this communication.

- 11) Failure to report any vehicular accident and to complete the necessary documentation will result in disciplinary action.
- 12) Failure to report any personal injury or accident to your supervisor will result in corrective disciplinary action.
- 13) Drivers are required to wear seat belts at all times when operating any Company vehicle, unless exempted from doing so by a licensed physician.
- 14) Radios, cassettes, disc players, ear phones or ear plugs, cellular phones or other similar instruments can not be used when operating a vehicle. Sound systems are not approved for use by the driver of the vehicle.
- 15) Smoking, both by the driver and or passengers, is prohibited in all Company vehicles and all areas designated **as** non smoking.
- 16) Eating or drinking is prohibited during the operation of the vehicle and at all times when passengers are present. Drivers must notify and obtain the approval of dispatch **when** ever they are going out of service for a meal break. **An** employee who violates the above will be subject to disciplinary action.
- 17) Failure to comply with company safety rules, regulations and procedures with respect to the performance of your duties and the transportation of your passengers will result in corrective disciplinary action, up to and including discharge.
- 18) All Company vehicles will travel ~~With~~ their headlights on at all times.
- 19) Employees will refrain from alcohol consumption at least eight (**8**) hours prior to operating a vehicle.
- 20) Employees shall not report for work under the influence or the affect of alcohol or drugs and shall be in a fit condition to perform their duties.
- 21) Direct communication and contact with customers shall be polite **and** courteous. Any problems or concerns a driver may have with passengers shall first be directed to FirstBus Canada Ltd. dispatch, who in turn shall advise OC Transpo personnel.
- 22) Drivers must wear their approved uniform and Para Transpo logos while in the performance of their duties and at company meetings.
- 23) Drivers shall complete all necessary and required reports and submit such reports when required. **This** includes reports such **as**, daily trip reports, reports for cash and other fares receive during the course **of** the day.

- 24) Drivers shall not accept gratuities from customers.
- 25) Drivers shall be expected to be knowledgeable of the contents and requirements set out in the Para Transpo Drivers Manual, and adhere to the requirements set out.
- 26) Drivers will refrain from congregating at locations either prior to the end of their working day or at other times, unless prior approval has been granted.
- 27) Drivers will be expected and required to ensure that the interior and exterior of the vehicle are maintained daily in a clean and tidy fashion. Company requirements with respect to cleaning must be adhered to.
- 28) Drivers or other employees will not affix or display any unauthorized material, stickers, etc., in the interior or exterior of the vehicle.
- 29) Drivers shall ensure the vehicle is equipped with **an** approved first aid kit and ensure the supplies are replenished **as** needed. The vehicle shall also be equipped with a fire extinguisher, special holder for service and fare information and have posted **a** no smoking sign.
- 30) Drivers are responsible to ensure communication literature requested for distribution display by Para Transpo is distributed and/or displayed **as** required.
- 31) Drivers shall be responsible for recording of pass numbers, verifying the validity of the pass, proper recording of the pass number and accuracy of cash receipts, and any shortage in fares that were to be collected from passengers, **as** per their trip reports.
- 32) Drivers shall not be required to provide change for fares paid **by** the customer, Approved recording methods shall be used both for reporting overages in moneys collected.
- 33) Drivers are expected to comply with proper two way radio procedures and etiquette, using approved codes and remaining in contact with dispatch **as** needed while in service. Failure to obtain approval by dispatch before going out of service may result in corrective disciplinary action, up to **and** including discharge.
- 34) Drivers will maintain confidentiality of all records and information both Company and passenger that they **have** or become aware of during the **c o m e** of their employment.
- 35) Drivers will refrain from **any off duty** conduct that could result in **any** negative impact or affected the reputation of the company or Para Transpo. Uniforms shall not be worn outside of working hours except to the extent of the employee transporting themselves both to and from work.

- 36) Drivers shall not permit any unauthorized person from operating their vehicle and they shall not use the vehicle for any unauthorized purpose either personal or otherwise, or requested by the passenger.
- 37) Drivers when entering residential districts shall be knowledgeable and comply with Any noise restriction or other bi-laws in place. Drivers shall not permit their vehicles to idle for excessive periods **of** time.
- 38) Drivers are expected to assist Para and O.C. Transpo personnel **in** the investigation and timely response to any customer complaint, In no case shall the Drivers response to the information requested be longer than twenty four (24) hours, from the time of the request.
- 39) Damage to ambulatory equipment, if proven to the Company's satisfaction to be **as** a result of driver abuse or neglect shall be subject to correct disciplinary action, up to **and** including discharge.

LETTER OF UNDERSTANDING – INCLEMENT WEATHER

Any weather condition that causes the service provided by the Company to slow down and therefore results in necessary extension of hours required to complete the day's service requirements.

This could be as a result of a severe rain storm and recognizes that inclement weather can occur early in the day but the effects of the inclement weather may not become apparent on the service until later in the day.

Signed in the City of Ottawa, Ontario, this _____ day of June 2002.

For The Company

For The Union

Brad Hertz
President / CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING *JOINT COMMITTEE*

The Parties hereto agree to the formation of a Joint Committee whose purpose and function is to meet periodically to review vehicle accident occurrences.

The Company shall appoint two (2) members and the Union may appoint three (3) members from the driving workforce to be on this committee.

The Committee's role shall be:

1. To determine their rules of procedure in conducting the Committee's function.
2. To review training needs of the current and new drivers for the Para Transpo Branch with the primary focus **of** providing cost effective training and instruction to the driving workforce so **as** to reduce or eliminate the occurrence of vehicular accidents or injury to passengers by drivers in the performance of their jobs. **This** review of training needs will include both individualized and group training or instruction designed to correct inappropriate on the road driving behaviour, or work processes that could be amended so **as** to eliminate accident occurrences.

The committee shall make their recommendation to the Manager which shall include details concerning the goal of the training or instruction, the availability of training or instruction, and projected costs of the program which would include materials, facilities, instructor and driver wage cost.

3. The Committee in the achievement of the above, shall in particular, review accident occurrences which have occurred in the period of time subsequent to the last meeting.

The review may include an assessment and determination of the factors contributing to the cause of the accident and the drivers' role in the accident with respect to preventability. The Committee upon making their determination shall advise the manager of the assessment, and the Manager shall if necessary, review his/her determination of preventability.

Time spent in this Accident Review Meeting shall be at the employee's regular rate of pay.

The Parties hereto agree that the sole responsibility concerning disciplinary action is the Company's and the Union reserves the right to grieve the discipline in accordance with the provisions of the Collective Agreement.

Signed in the City of Ottawa, Ontario, **this** _____ **day of** June 2002.

For The Company

For The **Union**

Brad Hertz
President/ CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – ADDITIONAL FULL-TIME EMPLOYEES

When additional full-time employees are required, the following will apply:

1. Full-time positions will be first offered to part-time employees according to the seniority standing of part-time employees.
2. A part-time employee who advances to full-time status with less than twenty-four (24) months service, shall receive the rate at the 0 to 12 month rate for full-time employees, and would remain at that level until the completion of twelve (12) months. Thereafter, the progression laid out in the Collective Agreement would apply.
3. A part-time employee who advances to full-time status with more than twenty-four (24) months as a part-time employee, will advance in the pay scale according to the following:

Full-Time Service	Jan. 1, 2001	July 1, 2001	Jan. 1, 2002	July 1, 2002
0 Months to 6 Months	\$14.01	\$14.30	\$14.58	\$14.94
7 Months to 12 Months	\$15.78	\$16.09	\$16.42	\$16.80
More than 12 Months	\$17.60	\$17.95	\$18.31	\$18.68

The following does not apply to employees who during the summer booking period, **book** for full-time status as a result of full-time employees vacating their booking to take the summer off.

Signed in the City of Ottawa, Ontario, this ____ day of June 2002.

For The Company

For The Union

Brad Hertz
President/ CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – JOINT SERVICE COMMITTEE

The Parties hereto recognize the need to ensure effective and timely communications on service and scheduling issues affected the employees and the customer.

The Parties agree to form a committee comprised of not more than five (5) of which three (3) will be appointed by the Union, as representatives of the driving workforce.

The Driving Representatives shall be knowledgeable of the system and be able to examine issues, technology, change and service requirements openly and without bias. The Union and the Company shall jointly establish qualifications for the Committee.

Initially, the meetings of the Joint Service Committee shall be monthly and generally not exceed four (4) hours in duration. Time spent by the representatives in the meeting shall be with pay, at the straight time rate. The Company and the Union, after six (6) months shall reasonably determine the frequency and duration of any further meetings.

The Committees function will be to bring forward issues and recommended solutions to scheduling, including pre-scheduling, and any issues relating to the implementation of any new scheduling computer system. The Committee will provide ongoing monitoring of efficiency, service and other related issues.

Signed in the City of Ottawa, Ontario, this _____ day of June 2002.

For The Company

For The Union

Brad Hertz
President / CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – LICENSE UPGRADING

The Company agrees that it will endeavour over a period of time to ensure that all employees are upgraded to an FZ license or the equivalent. **Any** driver booking spare, a call in or scrounging, must have a **minimum** of an FZ license. No employee shall allow their license to be downgraded below an FZ license. Those employees unable to attain the FZ license due to medical restrictions, will be exempt from the minimum FZ requirement.”

Employees who upgrade **as** a result of a booking shall be paid for training time spent, any **other** employee shall not receive any payment relative to wages for the training time spent.

Signed in the City of Ottawa, Ontario, this _____ day of June 2002.

For The Company

For The Union

Brad Hertz
President / CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – ROUTE ASSIGNMENT AND BOOKING

The Company is prepared to give reasonable consideration and amend its booking process with the intent of:

1. providing more flexibility in choice of work assignments and shifts to employees according to their **seniority**.
2. ensuring all required work to be covered, which includes work by full time and part time employees, is covered by available manpower.
3. ensuring current requirements with respect to daily, shift and weekly requirements are adhered to without increase in manpower or overtime requirements.
4. That the completion or finalization of the booking process can be completed with minimal disruption to the service provided and in a timely and efficient manner, preferably not exceeding the current practice of four **(4)** evenings on the administrative staffing requirements.
5. The company offers the above with the expectation that it will meet the business needs but in so doing can not anticipate all issues which may evolve from the process. In this regard, it is offered on a trial basis only. If it successfully meets the service and business needs it shall become the sole means for assigning work **as** contemplated in the quarterly bookings.
7. Both the Company and the **Union** are committed to their best effort and flexibility on issues that might arise in establishing the new booking procedure.
8. The Parties shall document the criteria, rules, process and procedures, if successful, to be either included in the Collective Agreement or appended thereto for future booking purposes.
9. It is recommended that the first trial booking occur for the summer of 2002 quarterly booking.

10. Prior to this booking the local union representative and the Branch Manager shall meet **and** establish the guidelines to be followed for the quarterly booking.

Signed in the City of Ottawa, Ontario, **this** _____ day of June 2002.

For The Company

For The Union

Brad **Hertz**
President/ **CEO**

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – TRAINING PROGRAMS NEW EMPLOYEES

The Company will review established training programs for new employees with the Union Representative and shall give consideration to any suggested improvements to the established programs.

Brad Hertz
President / CEO

Roy Larkin
Vice President

LETTER OF UNDERSTANDING – PAGERS

It is a reasonable requirement that **an** employee provided a pager keep the pager on their person during scheduled hours of work, including approved breaks

Signed in the City of Ottawa, Ontario, this _____ day of June 2002.

For The **Company**

For The Union

Brad Hertz
President / CEO

Roy Larkin
Vice President