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LOCAL AGREEMENT

BETWEEN:

**FirstBus Canada
Para Transpo Branch
Ottawa**

(the "Company")

AND:

Amalgamated Transit Union, Local 279

(the "Union")

Duration of the Agreement:

January 1, 2003 to December 31, 2005

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INDEX:

<u>Article 1: Preamble And Recognition</u>	<u>1</u>
<u>Article 2: Management Rights</u>	<u>2</u>
<u>Article 3: No Strikes, No Lockouts</u>	<u>3</u>
<u>Article 4: Definitions</u>	<u>4</u>
<u>Article 5: Seniority</u>	<u>6</u>
<u>Article 6: Route Assignment and Booking</u>	<u>9</u>
<u>Article 7: Reduction and Recall to Work</u>	<u>13</u>
<u>Article 8: Hours of Work and Overtime</u>	<u>14</u>
<u>Article 9: Paid Holidays</u>	<u>19</u>
<u>Article 10: Vacation and Pay</u>	<u>21</u>
<u>Article 11: Health and Welfare</u>	<u>25</u>
<u>Article 12: Leave Of Absence</u>	<u>27</u>
<u>Article 13: Discipline</u>	<u>28</u>
<u>Article 14: Grievance Procedure</u>	<u>30</u>
<u>Article 15: Deduction of Dues</u>	<u>32</u>
<u>Article 16: Bereavement / Attending Court</u>	<u>34</u>
<u>Article 17: Employees Held For Investigation or Company Business</u>	<u>35</u>
<u>Article 18: Rehabilitation</u>	<u>36</u>
<u>Article 19: General</u>	<u>37</u>
<u>Article 20: Safety</u>	<u>39</u>
<u>Article 21: Duration of the Collective Agreement</u>	<u>40</u>
<u>SCHEDULE "A"</u>	<u>10</u>
<u>PARA TRANSPO WAGE SCHEDULE</u>	<u>10</u>
<u>Schedule "B"</u>	<u>10</u>
<u>GENERAL RULES AND RULES OF CONDUCT</u>	<u>10</u>
<u>Letters of Understanding</u>	<u>47,48,50,51,52,53,55,56,57</u>

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 the 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 d e . 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 in the service of the Company, on July 1, 2002, 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.

14. d The Company agrees that it shall limit the number of part-time employees to no more than twenty percent (20%) of the number of full-time pieces of work in existence.

The Union agrees that the Company may meet this ~~part~~ cap through attrition. No employee shall be laid off in order to achieve this cap.

- 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 **President/Business Agent:**
Means the elected officer 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 p u p . Seniority will be established as of the April 2, 2002 seniority list.
- 5.2 (a) A newly hired employee shall be on probation for six months. The Company may terminate the employment of a probationary employee, at its discretion, provided that in so doing the Company does not ad in bad faith or in a manner that is arbitrary or discriminatory. It is acknowledged that in a case of termination of a probationary employee, the sole question that may form the subject of a grievance is whether the decision to release the employee was made in a manner that was arbitrary, discriminatory or in bad faith, and the burden of proof with respect to such a claim rests with the Union. 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 tho 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 a time or times convenient to the Company and the Union to 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 employee's 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) consecutive scheduled work days without notifying the Company and without reasons satisfactory to the Company.

10.e.2

- (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. 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 employee's seniority standing must be submitted in writing within sixty (60) calendar days from the date seniority lists are posted. An employee or his representative must present proof of error, should the error be corrected, the corrected seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless agreed to in writing between 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.

- 5.7 The Company will be responsible for issuing to the employees the Collective Agreement within sixty (60) days of signing. This will be at the Company's cost.

ARTICLE 6: ROUTE ASSIGNMENT AND BOOKING

8.c.2
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. The Company shall hold four quarterly and one Christmas booking, which shall be conducted simultaneously with the fall booking. Prior to the booking the Company shall post all known work. In accordance with customer requirements, at each booking the Company shall create the maximum possible number of full-time assignments. Employees shall be entitled to book work based on seniority, provided they possess the 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.

(b) In the event that employee(s) do not book, then the Union and the Company will book the employee(s) on the same or similar work from the previous booking, provided it is available, based on the factors listed in clause 6.1(a). An employee who has booked work or who is booked on work will not be permitted to change their assignment until the next booking, unless mutually agreed to by the Company and the Union Executive.

(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.

Employees at the time of route booking, will be permitted to sign to signify their availability for overtime assignments which occur at times other than when they are scheduled to work.

(d) Nothing herein constitutes a guarantee or limits the Company's ability to create or delate any classification.

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.

"hie docs not constitute a guarantee of work and recognizes changes may occur to selected bookings 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:

- 14.j
- (a) All known work (full-time, spares, including vacation spares, part-time and statutory holiday or reduced work) will be posted at the booking. All shift schedules will be booked by seniority, in accordance with the principles in clause 6.1(a).
 - (b) The Parties agree that for each booking, available shifts shall be allocated by seniority ranking. Each driver will be paid an extra one half (½) hour per booking at regular non-overtime rates of pay. This will only be paid to those drivers who actually attend the booking in person. It will not apply to those who 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 (½) hour payment. 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, 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) The Parties to this Agreement recognize and agree that the Company is obligated to follow the instructions of its customer, provided the instructions do not conflict with any provision in this Collective Agreement.

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

6.5 (a) New work or vacant work which becomes available after the booking will be provided to drivers based on the following principles.

(b) In clause 6.5, terms have the following meanings:

- i) **vacant work** - means work that was booked for the current booking period, where the employee who booked the work is absent and unable to perform the work;
- ii) **new work** - means additional work that did not form part of the booking for

- the current booking period;
- iii) **spare** – means an employee who booked work as a spare for the current booking period. Spare employees are required to report as scheduled but have no pre-assigned run. The number and hours of spare employees will fluctuate depending on service requirements subject to the parameters provided in articles 8.2(d), (f) and 8.5 (f) of the Collective Agreement;
 - iv) **full-time and part-time employees** – mean employees as so defined in article 4.5 of the Collective Agreement;
 - v) **scroungers** – means drivers who choose to make themselves available for additional work and are present on the property without being called in by the Company. Any sleep-in/late-show who is more than one hour late may elect to become a scrounger;
 - vi) **sleep-in/late-show** – means drivers, excluding call-ins, who report to the dispatcher between one minute and 60 minutes late for their scheduled work;
 - vii) **call-ins** – mean drivers called in by the Company to perform new or vacant work.

(c) New work or vacant work of less than twenty one days' duration will be assigned as follows:

- i) subject to the exception in clause 6.5(c)(iii), the work will be assigned, via seniority, amongst employees on the premises when the work is available in the order detailed, below, provided the employees possess the necessary qualifications to perform the work in accordance with clause 6.1(a): the work is first available to spares, second to sleep-ins/late-shows, third to call-ins, in accordance with the call-in procedure in clause 6.5(c)(ii), and, finally to scroungers;
- ii) when calling in employees, the following order will apply:
 - A. the Company will first offer the work, via seniority, to part-time employees who have indicated an interest in performing call-in work, provided that at the time of the call the employee has worked less than 70.25 hours in the pay period;
 - B. if the work still remains available, the Company will next offer the work, via seniority, to any remaining part-time employees provided that at the time of the call the employee has worked less than 70.25 hours in the pay period;
 - C. if the work still remains available, the Company will next offer the work, via seniority, to full-time employees, who have indicated an interest in performing call-in work, and
 - D. if the work still remains available, the Company will offer it via seniority to any remaining full-time employees;

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14.5

- iii) a call-in who reports one minute or more late will be assigned work only if the driver is needed after all others who have been called-in have been assigned Work.
- (d) Vacant work of more than 21 days' duration will be posted. Within seven calendar days of the posting, spares and part-time employees may indicate, in writing, their interest in the work. The Company will fill the posting on the basis of seniority ranking of the spares and then of the part-time employees who applied, provided the employee possesses the necessary qualifications to perform the work in accordance with clause 6.1(a). Should no qualified employee bid for the work, the Company will assign it to the least senior part-time employee. Employees who obtain vacant work under this clause are subject to being displaced if the driver who booked the work returns to work before the end of the booking period and is able to perform his previous assignment.
- 6.6 A driver may be removed from a booking and subject to disciplinary action upon investigation of a complaint from the customer provided it does not conflict with any provision in the Collective Agreement.
- 6.7 Where the Company posts vacant work, it will post only the primary vacancy (original vacancy) and shall thereafter fill any resulting vacancy in accordance with the procedure in clause 6.5(c).
- 6.8 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
- 6.9 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 W O .

- 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.
- 10.e
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.
- 10.d
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 lose 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. Fuelling.
4. Interior cleaning of the vehicle.
5. Verify mute 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, plus the premiums provided for in Article 8.2(b) and 8.3. 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 thirty (30) minutes per day at regular non-overtime rates. This will bring the total split shift premium paid to two (2) hours per day. It is understood that the increase in the split shift premium shall not in and of itself result in the \$7.00 meal allowance.

(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 one 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

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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 three quarters (3/4) of an hour at the commencement of each portion of his/her daily schedule and one half (1/2) or, in the case of those working split shifts, one quarter (1/4) hour at the end of each piece of work.

For the purpose of calculating overtime, time paid under this Article shall be considered time worked.

- (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;
 - (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; or
 - (iii) to full-time non-spare drivers, on their day off, provided the driver has worked all his or her booked hours in the pay period.

- 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.

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- 8.5 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 time and one half (1 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 spare 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) Booked spares will be provided with a minimum of seventy two (72) hours per bi-weekly period. 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 circumstance require.

9.b

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 get 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.

11.d.1/2
8.8 An employee reporting for his regular and scheduled duties and such assignment was cancelled, 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, endeavour 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 be paid.

- 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 employee's 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: PAW HOLIDAYS

9.1 The following days shall be recognized as paid holidays:

12.12/11

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 the employee must have:

- (a) been entitled to wages for at least fifteen (15) days out of the thirty (30) calendar days preceding the holiday, or
- (b) been entitled to wages for at least one hundred and twenty (120) hours in the thirty (30) calendar days preceding the holiday.

9.4 Holiday pay shall be equal to, either

- (a) the amount the employee would have earned on the holiday, where such amount can be determined because the employee has regular hours; or
- (b) where there are no such regular hours, 5% of the wages, exclusive of overtime, to which the employee is entitled in the 30 calendar days preceding the paid holiday.
- (c) An employee who is required to work on a holiday for which they are qualified for, may be either granted one day off in lieu thereof with pay at his/her hourly rate for the number of hours constituting his/her 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/her 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:

- 12.6/2-1
- 12.6/3-5
- 12.6/4-10
- (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 vacation time of four (4) weeks and shall receive vacation pay at the rate of eight (8%) 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 **14.F** Part time employees who have completed one (1) but less than five (5) years service with the Company or Laidlaw shall receive vacation pay on the basis of four percent (4%) of their gross earnings. Part-time employees who have completed five (5) or more years of service with the Company or Laidlaw shall receive vacation pay on the basis of six percent (6%) of the gross earnings, Gross earnings shall be calculated 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. If the employee elects to be examined by a physician, selected by the Company, the Company shall bear the cost of the medical certificate. 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. Application for vacation time off must be made by employees to the Company during the summer and the winter bookings.
- 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 employee's 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 employee's scheduled vacation shall be consistent with the employee's work schedule. A vacation week will be deemed to run from Sunday to Saturday. Employees will be entitled to book available vacation time, based on their seniority, during the summer and winter bookings.
- 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 employees 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%) or Six percent (6%) depending on years of service 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 data 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 employee's scheduled vacation.)
- 10.13 Floater Days
- 12.2 Each full time employee who has completed at least one (1) year of continuous service 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 his/her 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.

Floater Days – effective July 1, 2004, replace the above with:

Each full time employee who has completed at least one (1) year of continuous service shall be entitled to a maximum of six (6) 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 three (3) 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 his/her 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 his/her 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 employee's regular rate of pay, with a day representing eight (8) hours. Employees will not be permitted to take apart day.

Floater Days – effective July 1, 2005, replace the above with:

Each full time employee who has completed at least one (1) year of continuous service shall be entitled to a maximum of seven (7) 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 1 at each year, and the remaining four (4) 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 his/her 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 his/her 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 employee's 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 employees of the bargaining Unit. Coverage in the benefits plans, except for the Dental Plan, shall be mandatory for each eligible bargaining unit employee.

13. a. 1 / 100% 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 (Le, 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.

13. a. 6 / N (e) Weekly Indemnity - to meet E.I. requirements.

13. a. 5 / 75% (f) Dental Plan:
Dental benefits details to be standard FirstBus Canada Ltd. plan. Enrolment is voluntary and applies to regular full-time employees only. Employees who do not enrol in the Plan at the initial enrolment 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

1. d. 4 / NL
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. h. 3
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.

ARTICLE 13: DISCIPLINE

- 13.1 An employee, who has completed the probationary period, will not be suspended or discharged until the employee has been afforded the opportunity to relate the employee's version of the events. When requested by the employee, the employee may be accompanied by a Union representative during a meeting at which the employee provides such an explanation, so long as a Union representative can be available within a reasonable period of time. The provisions of this article do not apply to a suspension pending completion of any investigation that may lead to a suspension or discharge. If an employee is suspended pending investigation and no discipline is levied, the employee shall be reimbursed for all straight time hours the employee lost as a result of the suspension.
- 13.2 The Company shall provide copies to the Union of any discipline issued to employees, including a copy of the note to file, recording a verbal warning.
- 13.3 If a meeting is held during which a disciplinary sanction will be delivered to an employee, the employee may elect to be accompanied by a Union representative, so long as a Union representative is available within a reasonable period of time.
- 13.4 Except in the case of discipline arising from an accident in which the employee was involved, the decision to impose a disciplinary sanction shall be communicated to an employee within thirty (30) days of the date the Company became aware of the incident. In the case of discipline arising from an accident in which the employee was involved, the decision to impose a disciplinary sanction shall be communicated to the employee within sixty (60) days of the date the Company became aware of the accident. Except for accident cases, the Company shall not place in the record of any employee any complaint lodged more than thirty (30) days after the Company became aware of the incident. In the case of an accident, the Company shall not place in the record of any employee any complaint lodged more than sixty (60) days after the date the Company became aware of the accident.
- 13.5 An employee shall be notified of all disciplinary records placed in the employee's personnel file.
- 13.6 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 any decision to alter the deemed quit shall be on the basis of the individual merits and will not create any precedence.

- 13.7 Any discipline resulting from an accident shall remain in an employee's 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 m o v e d from the employee's file. In the case of a preventable accident, with damage exceeding three thousand five hundred dollars (\$3,500), the record will remain in the employees' personnel file for a period of thirty (30) months.
- 13.8 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.
- 13.9 Discipline of a minor nature shall after a lapse of eighteen (18) months during which the employee's record has been clear of similar minor offences will not be taken into consideration.
- 3, a. 1
13.10 Discipline for sexual harassment and/or sexual misconduct shall remain indefinitely in the employees' file.
- 13.11 A "day" for purposes of this article includes Saturdays and Sundays but does not include any Paid Holiday as listed in Article 9 of the Collective Agreement.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 Definition of a Grievance

The Company and the Union agree that it is in the best interests of both parties and the employees that grievances be adjusted promptly. Before a complaint becomes a grievance, the affected employee must discuss the complaint with the authorized supervisor.

14.2 Step One

An employee may file a grievance in Writing with the Branch Manager or her designate within ten (10) days of the employee's knowledge of the circumstances giving rise to the grievance. The Branch Manager shall reply within ten (10) days of receipt of the grievance.

14.3 Step Two

Failing satisfactory resolution during Step One, the employee concerned or the Union may submit the grievance in writing to the General Manager or his designate within twelve (12) days following receipt of the reply at Step One. The General Manager shall reply to the grievance, in writing, within twelve (12) days of receipt of the grievance at step Two.

14.4 Step Three

Failing satisfactory resolution during Step Two, the employee concerned or the Union may submit the grievance in writing to the President & CEO or his designate within fifteen (15) days following receipt of the reply at Step Two. The parties shall hold a meeting at Step Three of the grievance procedure at a time mutually agreed by the Parties. The President & CEO or his designate shall reply to the grievance, in writing, within ~~of~~ fifteen (15) days of the meeting at Step Three.

14.5 Meetings

By agreement, the parties may hold a meeting at any step of the grievance procedure.

14.6 Referral to Arbitration

Failing satisfactory resolution during Step Three, the Union may submit the grievance to arbitration within forty (40) days following receipt of the reply at Step Three.

14.7 Suspension or Dismissal

In cases of suspension or dismissal of an employee with seniority, after the grievance is filed at Step One of the grievance procedure, a meeting will be held with the employee and the Branch Manager or her designate within five (5) days following the filing of the grievance. The employee may be accompanied by a Union representative at the meeting if the employee wishes. During the meeting, the employee shall be provided a full opportunity to present his version of events. Within five (5) days following the meeting,

the Branch Manager shall **reply** to the grievance, **Failing satisfactory resolution during Step One**, the employee concerned or the Union may submit the **grievance** in writing to **Step Three** of the grievance procedure within fifteen (15) days following receipt of the reply at **Step One**.

14.8 Company Grievance

Any grievance submitted by the Company will be filed by submitting it in writing to the office of the Union Executive Committee member within the ten (10) days following knowledge of the facts giving rise to the grievance. The President/Business Agent or his designate will schedule a meeting between the Union and the Company Within 15 days of the filing of the grievance. The President/Business Agent shall reply to the grievance within fifteen (15) days following the conclusion of the meeting.

In the case of an answer unsatisfactory to the Company or in the absence of an answer, the Company may submit the grievance to arbitration within the forty (40) days following the meeting with the Union.

14.9 Extensions and Time Limits

A "day" for purposes of this article includes Saturdays and Sundays but does not include any Paid Holiday as defined in article 9 of the Collective Agreement. The time limits provided for in the present Article are mandatory and may only be extended by mutual agreement in writing between the Company and the Union.

14.10 In any discussion of a grievance, the grievor may request that the Executive Committee Member or his designate, be present.

14.11 The Parties 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.

14.12 An employee other than the grievor who is required by the Company to attend a grievance hearing etc. shall be paid for any time lost, at the employee's straight time rate of pay.

14.13 The grievance procedure shall apply equally to a grievance lodged by a group of employees. Group grievances shall be processed in the same manner as individual grievances.

ARTICLE 15: DEDUCTION OF DUES

- 1, c
- 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 the 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, shall introduce the employee to the Union representative and schedule the employee up to one (1) hour 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. An operator who trains a newly-hired employee will be paid an additional two (2) hours at the operator's regular rate of pay.
- 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

12.d. 3/3p
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, sisters/brothers, father/mother-in-law, sister/brother-in-law, grandfather/grandmother of the employee, and includes any relative permanently residing in the employee's household, or with whom the employee resided.

Effective July 1, 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 any time 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 ParaTranspo Branch Manager.

17.2 **An employee required by the Company to remain beyond the end of his/her 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

- 3, c
- 18.1 When mutually agreed between the Para Transpo Branch Manager and the President/Business Agent 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 Employment 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 mom 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 or 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 for failure to comply. Neck ties as part of the uniform will be worn properly at all times by employees while on duty. Employees

during the period May 15th to September 15th 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 (4)

(1) winter jacket or coat,

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

The Company will not be issuing my 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.

6.2.1

The object of the Committee shall be:

To provide and facilitate cooperation and participation in bringing hard 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 President/Business Agent of the Union and the President & CEO of 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 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 With the exception of articles 4.5, 6, 8.2(a) and (b), 8.3(b)(iii), 9.3, 9.4, 10.5, 10.6, 10.7, 13 and 14 the Collective Agreement shall be effective from January 1, 2003 and shall remain in force and effect until December 31, 2005. Articles 4.5, 6, 9.3, 9.4, 10.5, 10.6, 10.7, 13 and 14 shall be effective on April 26, 2004. Articles 8.2(a), (b) and 8.3(b), (iii) shall be effective the second pay period following April 26, 2004.
- 21.2 Following December 31, 2005 the Collective Agreement shall automatically renew itself from year to year, unless written notification of intention to modify or terminate this Collective Agreement is 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.
- 21.3 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 11 day of February 2005 .

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

SCHEDULE "A"

PARA TRANSPO WAGE SCHEDULE

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	January 1, 2003	January 1, 2004	January 1, 2005	
DRIVERS					
	Full Time Employees	0 TO 12 MONTHS	\$14.43	\$14.86	\$15.31
		13 MONTHS TO 18 MONTHS	\$15.39	\$15.85	\$16.33
		19 MONTHS TO 24 MONTHS	\$17.30	\$17.82	\$18.36
		MORE THAN 24 MONTHS	\$19.24	\$19.82	\$20.41
PART TIME EMPLOYEES	0 To 24 MONTHS	\$14.43	\$14.86	\$15.31	
	MORE THAN 24 MONTHS	\$15.39	\$15.85	\$16.33	

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 booking, 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 (A M) RULES OF CONDUCT

- 1) **An employee proven to have falsified records, documents or information that the Company relies upon will be subject disciplinary action.**
- 3.a.1 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 his/her license be suspended.**
- 7) **Careless use or abuse of company vehicles will result in corrective disciplinary action. Vehicle operators may be required to take necessary retraining as determined by the Company.**
- 8) **Theft of Company property, wilful 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 whenever 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

received 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 established requirements.
- 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 of vehicles must be done in compliance with company requirements.
- 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) Driven will maintain confidentiality of all records and information both Company and passenger that they have or become aware of during the course of their employment.
- 35) Drivers will refrain from any off duty conduct that could result in any negative impact or affect 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 vehicles and they shall not use the vehicles 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 by-laws in place. Drivers shall not permit their vehicles to idle for excessive periods of time.
- 38) Drivers are expected to assist Para and OC Transpo personnel in the investigation and timely response to any customer complaint. In no case shall the driver's 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 corrective disciplinary action, up to and including discharge,*

LETTER OF UNDERSTANDING

INCLEMENT WEATHER


Defined:

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 the Parties recognize 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 11 day of February 2005 .

For The Company

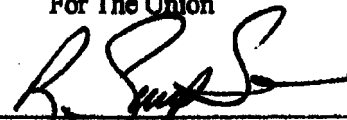


Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

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 11 day of February 2005 .

For The Company

For The Union



Jim Hadfield
President & CEO



Robert Simpson
President/Business Agent



Roch Cousineau
Branch Manager



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING
ADDITIONAL FULL-TIME EMPLOYEES

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

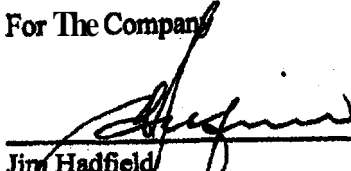
- 14.5
1. Full-time positions will be first offered to part-time employees according to the seniority standing of part-time employees.
 2. A part-time employee who advances to full-time status with less than twenty-four (24) months service, shall receive the rate at the 0 to 12 month rate for full-time 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, 2003	Jan. 1, 2004	Jan. 1, 2005
0 Months to 6 Months	\$15.39	\$15.85	\$16.33
7 Months to 12 Months	\$17.30	\$17.82	\$18.36
More than 12 Months	\$19.24	\$19.82	\$20.41

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 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING

JOINT SERVICE COMMITTEE

6.2.5 The Parties hereto recognize the need to ensure effective and timely communications on service and scheduling issues affecting 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.

1.d.3
12/10
ET/LP
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 Committee's 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 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING
LICENSE UPGRADING

All drivers, except those who are medically incapable, must maintain a minimum Class F license or whatever equivalent classification may be implemented for the equipment the Company operates. If the Company changes equipment and as a result a different license classification is required, the Company will pay all costs associated with the change.

Signed in the City of Ottawa, Ontario, this 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

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.
6. If in the opinion of the Company or the Union the new booking procedure does not meet the intended criteria, a rebooking will be scheduled immediately and the process and procedures in place as of the expiry of the Collective Agreement on December 31st, 2002 shall be the sole basis for conducting 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 2004 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 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

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.

Signed in the City of Ottawa, Ontario, this 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING

PAGERS

It is a reasonable requirement that employees 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 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING—MATCHING RRSP CONTRIBUTIONS

7. a. 10
8

The Company shall establish a Group Registered Retirement Savings Plan (RRSP) for the benefit of employees. The Company shall match an employee's contributions to the RRSP to a maximum of \$300.00 per calendar year – starting in February, 2004. Applications for matching are to be made by no later than the last Monday of January in the following calendar year. The Company shall make its contribution to the RRSP no later than the 21st of February of the same year. An employee must provide confirmation of the amount of the employee's contribution to the RRSP when making an application for the matching contribution.

The Company further agrees that it shall provide a one-time only contribution to the RRSP, to a maximum of \$150.00, in February, 2004. Applications for the further \$150.00 matching are to be made by the last Monday in January, 2004. The Company shall make its further matching contribution (to a maximum of \$150.00) by no later than the 21st of February 2004.

The RRSP shall be subject to applicable legal requirements. The Company may set reasonable rules for the governance of the RRSP, including a requirement that all monies be locked in until the cessation of an employee's employment, that employee contributions be made limited to the amount of the maximum matching contribution and be made once a year in January.

Signed in the City of Ottawa, Ontario, this 11 day of February 2005.

For The Company



Jim Hadfield
President & CEO



Roch Cousineau
Branch Manager

For The Union



Robert Simpson
President/Business Agent



Renford Thomas
Executive Board Member, Para Division

LETTER OF UNDERSTANDING

between

FIRSTBUS CANADA LIMITED

and

AMALGAMATED TRANSIT UNION, LOCAL 279

The Parties agree that employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

For the Employer:

For the Union:

Deanna Ladouceur
Deanna Ladouceur
FirstBus Canada Limited

R. Simpson
Robert Simpson, President
ATU 279

Nov. 17/04
Date