

SOURCE	Union		
EFF.	88	04	28
TERM.	89	08	31
No. OF EMPLOYEES	344		
NOMBRE D'EMPLOYÉS	Rw		

Apr. 28/88
Aug. 31/89

COLLECTIVE AGREEMENT

BETWEEN:

TRAVELWAYS LTD.
(Markham Division)

AND:

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT & GENERAL WORKERS

Dated At Toronto

APRIL 28, 1988

381402

Index

A

ARTICLE 01 - Preamble & Purpose	2
ARTICLE 02 - Recognition	2
ARTICLE 03 - Union Security	3
ARTICLE 04 - Management Rights	6
ARTICLE 05 - No Strikes Or Lockouts	9
ARTICLE 06 - Union Committee & Steward	10
ARTICLE 07 - Grievance & Arbitration	12
ARTICLE 08 - Seniority	16
ARTICLE 09 - Promotions	25
ARTICLE 10 - Hours Of Work	26
ARTICLE 11 - Leave Of Absence	26
ARTICLE 12 - Vacations (Pull Time)	29
ARTICLE 13 - Paid Holidays	31
ARTICLE 14 - Bereavement Leave	32
ARTICLE 15 - Part; Time Employees	33
ARTICLE 16 - Health & Welfare	33
ARTICLE 17 - Safety & Health	34
ARTICLE 18 - Bulletin Boards	36
ARTICLE 19 - Correspondence	36
ARTICLE 20 - General	36
ARTICLE 21 - Training	37
ARTICLE 22 - Transit Drivers	39
ARTICLE 23 - Duration Of Agreement	43

L

LETTER O F UNDERSTANDING 47, 48, 49

S

SCHEDULE A 44

SCHEDULE B 46

COLLECTIVE AGREEMENT

BETWEEN: TRAVELWAYS LTD.(MARKHAM DIVISION)

(hereinafter referred to as the "Company" of the first part)

AND: CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

(hereinafter referred to as the "Union" of the second part)

ARTICLE 1 - PREAMBLE AND PURPOSE

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

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Canadian Brotherhood of Railway, Transport and General Workers as the sole and exclusive bargaining agent for all employees of Travel-ways Ltd. (Markham Division), save and

except Foreman, Manager, persons above the rank of Manager , office and sales staff, maintenance staff and full time driver trainer.

2.2 The word "employee" in this Agreement shall name the employee for whom the Union is the bargaining agent as set out in Section 2.1.

ARTICLE 3 - UNION SECURITY

3.1 The Company shall deduct on the payroll for the last pay period in each month from wages due and payable to each employee coming within the scope of the Collective Agreement, an amount equivalent to the uniform monthly union dues of the Brotherhood, subject to the conditions and exceptions set forth hereunder.

3.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Brotherhood. The amount to be deducted shall not be changed during the term of this Agreement, excepting to conform with a change in the amount of regular dues of the Brotherhood in accordance with its Constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Brotherhood of the amount of regular monthly dues.

3.3 Membership in the Brotherhood shall be available to any employee eligible under the Constitution of the Brotherhood on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Brotherhood. Membership shall not be denied for reasons of race, national origin, color, religion or sex.

On commencing employment , the employee's immediate supervisor shall make every effort to introduce the new employee to his/her union steward or representative at the earliest time possible, not during

normal working hours. The Steward or Representative will provide him/her with a copy of the Collective Agreement.

3.4 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly union dues, as determined by the Brotherhood in accordance with its Constitution. Union dues shall not be deducted from an employee who has earned less than one hundred dollars gross in a four week period prior to dues being deducted. The Local Chairperson shall be supplied with the proper information of individuals not required to pay dues in any given month .

3.5 If the wages of an employee payable on the payroll for the last pay paid in any month are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such months.

The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

3.6 Only payroll deductions now or hereafter required by law, deduction of monies due *or* owing the Company and deductions for Group Insurance , shall be made from wages prior to the deduction of dues.

3.7 The amount of dues so (deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Brotherhood , as may be mutually agreed by the Company and the Brotherhood, not later than the fifteenth (15th) of the month following the date in which the deductions are made.

3.8 The Company shall not be responsible financially or otherwise, either to the Brotherhood or to any employee, for failure to make deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's 'wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company, in the amount of its remittance to the Brotherhood, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it; remits the amounts payable to the Brotherhood.

3.9 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of the Article of this Agreement, all parties shall co-operate fully *in* defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Brotherhood, counsel fees are incurred, these shall be borne by the Brotherhood. Save as aforesaid, the Brotherhood shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any deduction or deductions from payrolls.

3.10 NEWEMPLOYEES -- Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Canadian Brotherhood of Railway, Transport and General 'Workers is the

exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Brotherhood with name, occupations and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of employment.

3.11 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Company to deduct monthly Union dues, as a condition of their continued employment with the Company. This clause is subject to mutual agreement between the Brotherhood and the Company as to continued employment.

3.12 Any school bus driver who does not normally work out of the Markham Division (out of Markham bargaining unit) that is brought in on an emergency basis shall not be used to cover Markham charter work until the regular Markham charter driver list has been exhausted.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union acknowledges that the Company has all the normal and usual rights of Management in running its business in all respects according with its obligations, including the following:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim for an employee that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a

grievance and dealt with in accordance with the
Grievance Procedure;

- (c) generally to manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;
- (d) make and alter from time to time rules, regulations and policies which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules, regulations, policies or changes affecting the drivers which are made or altered by the Company from time to time. In addition, the Company will provide the Union with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule *or* any amendment to rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.
- (e) except in cases of proven drinking on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. At any such hearings,

an employee shall be entitled to be represented by a Representative of the Union. The Company agrees to give prior notice to a member of the Union Committee in the event it contemplates the dismissal of an employee. Nothing in this Article shall, however, deprive an employee of exercising his full rights under the Grievance Procedure as set out in this Agreement;

(f) When the nature of the alleged offense is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charge against him for a period longer than five (5) working days without the holding of a hearing by the Company concerning such matter, and the employee must be notified at least one (1) working day in advance of such hearing. A copy of the notice shall be supplied to the Local Chairperson in advance of such meeting.

(g) All Letters of Understanding to be signed by the Business Agent and/or Representative for the Union, and the President or his designate for Travelways Ltd.

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

4.3 There will be no Union meetings of any kind called during normal working hours. The Union or any employees covered by this

agreement shall not engage in Union activities during normal working hours or hold meetings of any kind during normal working hours.

4.4 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner which will permit employees to attend. The Company shall announce the meeting twice on that day.

4.5 (a) An employee may request in writing twice in any calendar year to review his own work record on the employer's files. Employees will also be granted this request at the conclusion of any discipline which may occur during their employment. Such review will be accommodated within a seven (7) day period. Subsequent to August 31, 1983 a copy of any entry which relates to an employee's conduct, shall be sent to the employee and to the Local Chairman at the time any entry or document is placed in the file.

(b) The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of his/her record.

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

4.6 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and Lockout as defined in the Ontario Labor Relations Act, Section 1 (j) and 1 (m).

5.2 It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive for or on behalf of any Company where a strike is in progress.

ARTICLE 6 - UNION COMMITTEE AND STEWARD

6.1 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a Grievance Committee and Company undertakes to recognize and deal with both of these committees. The Company will recognize seven (7) stewards.

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

6.3 The parties agree that Management and the Union Stewards in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement .

6.4 The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.

6.5 In the cases of grievance it is understood and agreed that no more than three members of the Grievance Committee shall be entitled to meet with the Company at any one time.

One of the Committee members shall be the steward concerned with the grievance. In cases of Policy Grievances and/or unusual circumstances , the provisions of this clause may be extended.

6.6 The Union shall notify the employer in writing of the names of its officers, Chief Steward, Stewards and the Union Committees dealing with the Company. The employer shall notify the Union *in* writing of the names of its officials who have functions under this Agreement and stating their functions.

6.7 The President of the Union, Chief Steward and Stewards have regular duties to perform on behalf of the employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union business without management consent.

6.8 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative

shall obtain the consent and approval of the Manager or his nominee before visiting any property of the Company, which consent will not be unreasonably withheld .

6.9 Impartial Hearings, Grievance Meetings

The Company agrees that the employee and the union steward will be given advance *notice* of the matter to be dealt with and all details given in full.

ARTICLE 7 - GRIEVANCE: AND ARBITRATION

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

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

STEP 1 The grievance shall be in writing, copy of which shall be given to the Manager and to the employees' Steward. The grievance must be presented to the Manager within five (5) working days after the occurrence of the matter complained

of; in cases of paycheque discrepancies the five (5) days shall be from the date of the employee's receipt of the paycheque; and the Manager shall answer the grievance presented to him, in writing, within five (5) working days after he has *received* it. The *grievance* must be in a legible form and signed by the employee.

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

STEP 3 If the matter is not settled the Local Chairman and/or his representative may, within five (5) working days after receiving a written decision of the Vice President or his nominee present the grievance to the President of the Company or his nominee. Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee (consisting of two (2) members only) which meeting will take place in seven (7) working days after the grievance has been presented to the President or his nominee.

7.3 In the event that the matter has not been settled either party may, within ten (10) working days of the aforesaid meeting, contact the other party in an endeavor to agree on a single

arbitrator. Failing agreement within three (3) working days, arbitration will be instituted under the following conditions:

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

7.4 The two nominees of the parties shall, within five (5) working days appoint or select a chairman for the Arbitration Board, but if they are not able to agree on the selection of a Chairman, they shall request the Minister of Labor for Ontario to make the appointment.

7.5 The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all parties concerned. If there is no majority decision, the decision of the Chairman shall be the decision of the Board.

7.6 Each of the parties hereto shall bear the expense of its own representative to a Board of Arbitration and the parties shall jointly and equally bear the expense, if any, of the third party of such Arbitration Board, or a single arbitrator.

7.7 No matter shall be submitted to a Board of Arbitration which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.

7.8 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Local Chairman submitting a statement of the claim to the President or his nominee who shall answer same in writing within four (4) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the President or his nominee submitting a written statement of the grievance to the Local Chairman of the Union. He shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Local Chairman has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

7.9 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person involved in, a grievance or all members of the Grievance Committee are not available due to absence away from home, then the parties will co-operate to provide a reasonable extension of a time

limit as specified for the presentation, processing or discussion of the grievance.

7.10 Other than the initiation of a grievance, when either violates the time limits, then the grievance will proceed to the next step. The Union will advise the Company in writing when a grievance is dropped.

7.11 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

7.12 Disciplinary action, where necessary, will *not* be unduly delayed.

7.13 (a) In any interview involving the discipline of a seniority employee, the employee may be accompanied by up to three (3) members of the Grievance Committee; at the employee's discretion. It is the Company's responsibility to inform the employee of his right to have a Union Representative of his or her choice attend the meeting with the employee.

(b) No meeting will be held with a driver where discipline is involved without the driver being allowed union representation.

ARTICLE 8 - SENIORITY

8.1 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoffs, permanent reduction of the work force and recall.. Seniority shall not operate on a bargaining unit wide basis. Seniority shall operate based on a driver's classification and region

of operation. When two or more employees commence work on the same day, they shall be shown on the seniority list in alphabetical order.

8.2 Seniority shall govern work allocation, layoffs, recalls and permanent reduction of the work force based on the following seniority system:

TRANSPORTATION DEPARTMENT - DRIVING STAFF

Drivers moving from one seniority group to another (school bus and transit), in the Markham Division, shall retain their service and seniority dates under the following conditions:

School bus drivers moving to open transit crews will be considered as transit drivers with all seniority and will have their school bus seniority date placed in the proper position on the transit list.

Transit drivers that are no longer able to perform regular transit work will be allowed to displace the most junior school bus driver in their region, and at sign up time the following September, their transit seniority shall be placed in the proper position on the school bus seniority list.

(a) SENIORITY List

1. School Bus Drivers by Region

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

(b) School Bus Drivers

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

Extra Runs - Where the Company has twenty-four (24) hours or more advance notice, extra runs will be assigned by seniority in the region of operation to the drivers who can complete the run as close to the scheduled time as possible. All extra runs will be paid according to the amount the run covered with payment to be no less than one-half (1/2) run,,

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

allocated on the basis of the most efficient and easiest manner to replace the p .m. run.

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

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

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

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

(b) Call In Rates at Special Work Rate (Schedule "A")

1. Errands will be paid for on the basis of a. minimum of one (1) hour for one (1) errand. More than one (1) errand grouped together will be paid a minimum of (2) hours.

2. When requested, drivers from Doncaster, Uxbridge, Metro, Whitby and Pickering who are bringing buses to the yard for service or fuelling will be paid a minimum of one (1) hour.
3. Drivers who are at home and called in to work will be paid a minimum of two (2) hours.
4. Switching buses from the summer compound (Markham Fairground '86) to the Markham garage will be paid a minimum of one half (1/2) hour.
5. School requests to meet with a driver shall be paid a minimum of one half (1/2) hour if the time is immediately after or immediately before the regular run.
6. Drivers requested to stand by or called in for charter work which is subsequently cancelled, shall be paid a minimum of two (2) hours .

Probationary drivers shall not do charters or request charters unless in the case of an emergency in their region. Probationary drivers will not be placed on the sign up charter rotation list at any time until the following sign up after their probationary period has been completed.

All requests for charters shall be honored for non probationary drivers, and the request shall be in writing from the customer, and supplied to the Local Chairperson upon request. Drivers will not solicit requests.

New drivers will not be added to the Charter rotation list until the next sign up except in cases of emergency.

Where an employee was scheduled to a public charter and the charter was cancelled and that employee was not contacted one half (1/2) hour prior to his/her departure, then that employee shall receive not less than two (2) hours pay at the charter driving rate.

(a) Overnight Charters will pay a minimum of four hours for the first day, or actual driving time, whichever is greater. Each second and subsequent day shall pay a minimum of eight hours. The return day will be paid four hours minimum if departure time is prior to 12:00 noon, or actual driving time, whichever is greater, and eight hours minimum if the departure time is after 12:00 noon, or driving time, whichever is greater. All time will be paid at the charter rate.

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

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

The Local Chairman to be given a copy of all sign up sheets upon completion of sign up, both run sign ups and subsequent charter sign ups.

Each steward to be given a list of the drivers of the region they serve.

(b) Call In - An employee who is called to work outside their normal working hours shall receive not less than two (2) hours pay at their appropriate rate of pay.

(c) Progression or Transfer

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

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

(e) Any member of Local 307 who is accepted for a position in another CBRT & GW union organized division of the Company will carry their seniority. The moving member will not be able to displace anyone presently working in the division, but when a job opening is available the moving employee will stay at the bottom of the seniority list until the following September. At that time the member will assume their place on the new division's seniority list providing employment with Travelways has been continuous.

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

8.4 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence

approved by the employer. An employee shall only lose his seniority rights in the event of:

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

8.5 In the event of layoff or recall to work following a layoff, probationary employee(s) shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority, such that the most senior employee shall be laid off last and recalled first. School bus

drivers' layoffs and recalls will be done by seniority, by classification, by *region*.

a.6 The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time had been removed from said run for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his designate.

8.7 The Company shall be entitled to use its sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to his place of residence.

8.8 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas break, the school Spring break, and the school Summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs. It is the responsibility of the employee on layoff during the summer vacation period, to notify the Company within two (2) months in advance of the commencement of the reopening of school, following the Summer break. At that time the re-opening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed a "quit".

8.9 SUMMER WORK ALLOCATION (SCHOOL BUS DRIVERS ONLY)

It is agreed and understood that school bus work during the Summer break will be allocated based on seniority, by region by classification and by commitment to the first four weeks only of the piece of work firstly and then by the easiest and most convenient method in the Company's opinion thereafter. Driver may choose his/her region once per year. (Summer only).

8.10 Separation slips to be issued to all workers within seven (7) days of all layoff periods.

8.11 Casual (or spare) employees will not have seniority on the regular seniority list of the school bus drivers. They will have their own list in their seniority order, but it shall not give them any rights of the regular list.

ARTICLE 9 - PROMOTIONS

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

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

9.2 When a new position is created outside the bargaining unit, the Company shall post notice of the position on the bulletin boards for a minimum of one (1) week, so that all members will know about the

vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.

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

ARTICLE 10 - HOURS OF WORK

10.1 SCHOOL BUS TRANSPORTATION DRIVERS

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

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

10.2 School bus drivers shall be paid on the basis of each run being assigned the time from 'the first pick up until the last drop off, plus the allowance provided in 10.1 . A.M. charters commencing at 9:15 a.m. or earlier will be paid at the charter rate from the time of the last drop off of the school run.

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

ARTICLE 11 - LEAVE OF ABSENCE

11.1 Employees requesting leave of absence shall make written application to their Department Head giving at least seven (7) working days notice. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months provided the services of the employees are not immediately required and there is an employee available who has the qualifications to perform the work.

Such leave of absence shall be granted in writing, with a copy to the Local Chairman. Unusual circumstances will be given consideration.

11.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is received at least three (3) calendar days prior to the expiration of the leave of absence.

11.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall, unless the Personnel Manager is advised of exceptional circumstances, forfeit his seniority and his name will be removed from the seniority list.

11.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time .

11.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service unless by agreement between the Company and the National Representative of the Union.

11.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.

11.7 Upon written request of the National Representative, and/or Local Chairman, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairman prior to the effective date of the requested leave of absence.

11.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list.

11.9 An employee wishing to return from leave of absence prior to the expiration of his approved period of leave must advise his Supervisor at least three (3) days in advance of the date upon which he wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee, but if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume his duties at a time specified by the Company.

11.10 The transit driver returning from leave, with less than forty-two calendar days absence, will be allowed to return to their regular crew that was signed for at the last crew posting. If the transit driver has been off forty-two or more days, then that driver will take the crew of the junior casual driver until the next sign up.

11.11 Paid Jury or Court Witness Duty Leave

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between

normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay at straight time .

ARTICLE 12 - VACATIONS (FULL TIME EMPLOYEES ONLY)

12.1 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.

12.2 Employees who have maintained an employment relationship with the Company of one (1) year, shall receive a vacation of two (2) weeks and they shall receive for vacation pay an amount equal to two (2) weeks basic pay at straight time or four (4%) percent of the pay received for all work performed in the working year whichever is greater.

12.3 Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six (6%) percent of earnings in a previous year.

12.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight (8%) percent of the previous year. The above vacation schedule shall

be subject to the provisions of the Provincial Labor Standards Code whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with the code whenever it applies notwithstanding the terms outlined above.

12.5 Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement.

12.6 Seniority of employees will govern choice of vacation days.

12.7 For the purpose of computing service qualifications of an employee to be entitled to vacation, total time off due to personal illness or leave of absence or non-compensable personal injury or for the purpose of attending committee meetings up to seventy-five (75) working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from the service in the case of injury for which the employee receives Workers' Compensation up to a maximum of seventy-five (75) working days. In any case of personal illness or non-compensable personal injury the Company shall have the right to request a medical certificate from the employee. Total time off in any calendar year in excess of seventy-five (75) working days as a result of personal injury or to attend committee meetings shall be deducted when computing service and in that event, a vacation credit shall be reduced on pro rata basis.

12.8 Vacation pay for full time employees will be paid when the driver goes on vacation.

12.9 VACATION PAY (PART-TIME EMPLOYEES)

Part-time employees shall receive for vacation pay the applicable percentage of the previous year's earnings as set out in Article 12.1 through 12.4. Vacation pay for part time employees will be paid the first pay in December of each year.

ARTICLE 13 - PAID HOLIDAYS (10 DAYS FOR FULL-TIME EMPLOYEES AND
7 DAYS FOR PART-TIME EMPLOYEES)

13.1 An employee who qualifies in accordance with Article 13.2 of this Article shall be granted a holiday with pay on each of the following general holidays:

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

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

Transit Drivers Will be paid at the crew rate for all statutory holidays in the current collective agreement when not working. In addition, they shall be paid at time and one half with a minimum of four hours if they are required to work the holiday.

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

- (a) must have been in the service of the Company and available for duty for a least thirty (30) calendar days.

(b) must be entitled to wages for at least ten (10) out of the thirty (30) days immediately preceding the holiday.

(c) must be available for duty on such holiday if it occurs on one of his work days, excluding vacation days.

(d) must have worked the last scheduled work day before and the first scheduled work day after the holiday.

Scheduled not to mean while on holidays. If the employee can prove they were hospitalized on the holiday return to work day then the holiday will be paid.

13.3 TRANSPORTATION DEPARTMENT

If an employee is required to work on any of the general holidays listed in Article 13.1, he shall receive pay at his normal rate for the time actually worked and an alternative day will be selected by mutual agreement to replace this holiday. The replacement day must fall between Monday and Friday.

13.4 General holiday pay shall be calculated at the normal regular daily rate.

ARTICLE 14 - BEREAVEMENT LEAVE

14.1 The Company agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, common law spouse, son, daughter, parent, sister, brother, mother/father-in-law, grandparents and grandchildren) if the employee attends the funeral, to allow the employee such time off as *necessary* up to a maximum of three (3) days and to pay for the days which the employee would have otherwise worked

at his regular rate of pay. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of pay.

ARTICLE 15 - PART-TIME EMPLOYEES

15.1 A part-time employee under this Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week. Therefore, any employee who normally works *more* than twenty-eight (28) hours per week shall be classified as a full-time employee. Part-time employees under this Agreement do not participate in any of the benefit packages included in this Agreement. Charter hours are not to be included in this calculation.

Casual employees to be used for charter work only after all regular drivers who have signed up have been called. A casual driver is any driver who is not assigned a regular run

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

16.1 All full-time employees with ninety (90) calendar days service with the Company will be provided with the following insurance benefits and the Company will bear eighty (80%) percent, first year, and eighty-five (85%) percent, second year of contract of the cost of same :

- Life Insurance.....\$30,000.00
- Accident, Death and Dismemberment.....\$30,000.00
- Weekly Indemnity - first day - accident
 - first day - when hospitalized
 - eighth day - sickness

maximum - fifteen (15) weeks

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

O.H.I.P. (Ontario Hospital Insurance Plan). The Company will pay eighty (80%) percent first year of contract, and eighty-five (85%) percent second year of contract, of the cost of the Ontario Hospital Insurance.

A R T I C L E 17 - SAFETY AND HEALTH -

17.1 The Company agrees to maintain proper safety and health conditions for employees throughout the building, vehicles or their places of work. It is equally recognized to be in the best interest of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

17.2 The Company further agrees to the establishment of the joint safety committee which will be composed of three (3) employees appointed by the Union and two (2) representatives of the Company. The duties of the Committee will consist of making recommendations for the improvement of safety and to work: towards the elimination of all safety hazards . It shall also be the committee's responsibility to review all accidents occurring at the Markham Division and deciding as to whether these accidents are preventable or non-preventable.

The Committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than seven (7) times in a calendar year.

17.3 Employees who have three (3) "at fault vehicle accidents" in any twelve (12) month period, may be dismissed from service.

17.4 The employees agree to abide by the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules unless he has been supplied with a copy of same. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operation.

17.5 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident involving a Company vehicle. It is also understood that the employee must file a complete accident report with the Company on the same day of the accident.

17.6 Employees will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses.

17.7 It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment. In the event that any employee detects any unsafe conditions of the vehicle that he is to operate, it shall be the mechanic's responsibility to correct the defects involved.

17.8 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he leaves, in order to have its engine warmed up during periods of extreme cold.

17.9 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle prior to

leaving on runs and to ensure in the course of ~~same~~ that windshield washer reservoirs are filled on all buses equipment with same.

17.10 Mandatory attendance at one (1) safety seminar or workshop per school year. (Without pay), This seminar or workshop not to exceed one-half (1/2) day, defined as four (4) hours.

The Company will pay a flat rate of twenty-five (\$25.00) dollars for any subsequently completed D.D.C. course, if requested by the Company ,

ARTICLE 18 - BULLETIN BOARDS

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

ARTICLE 19 - CORRESPONDENCE

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

19.2 All communications between the parties shall be addressed. to:

- (a) Manager and President Travelways School 'Transit
- (b) To the President and Local Chairman of CBRT and GW at
the last known address in the Union.
- (c) Copy to Regional Office of the Union .

ARTICLE 20 - GENERAL

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

20.2 It is a condition of employment for a driver that he hold the necessary Ontario Drivers license to perform his normal duties.

Cancellation and/or inability to maintain the required drivers license will result in termination. It is the driver's responsibility to advise the Company in writing of any change in the status of his/her license.

20.3 Service Letters - The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid as soon as possible.

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

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

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

20.7 The Company agrees to prepare proofs of this Agreement within sixty (60) days of ratification and also agrees to pay one hundred fifty (\$150.00) dollars towards the cost of printing the Agreement.

ARTICLE 21 - TRAINING

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

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

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

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

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

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

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

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

Subsequent to the retest by the Charterways representative, should arbitration proceedings take place, it is agreed that the Charterways driver examination officer will not, under any circumstances, be subpoenaed or requested to appear at the arbitration proceedings. It is understood that the documentation from this retest will be made available for the arbitration proceedings.

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

ARTICLE 22 - TRANSIT DRIVERS

22.1 Crews will be posted at least four times per year, and shall be given out in seniority order, in person, at the Travelways office.

22.2 Crews shall be posted fourteen days prior to the effective date, and sign up will occur on the nearest working day prior to the tenth day from the date of posting.

22.3 The maximum number of full time crews shall be established at each sign up. Additional routes or reduction in transit service, as

directed by the customer, may result in changes of full. time crews or hours between sign up.

22.4 The Company will make every effort to schedule the maximum number full time crews and the maximum number of hours per crew at each sign up.

22.5 Full time drivers will. equal full time crews.

22.6 Hours of work will be as consistent as possible on each day for each crew.

22.7 Crews will be allotted in seniority order.

22.8 Vacancies

(a) When a temporary vacancy exists for less than. fourteen calendar days, the Company may use a casual driver to fill the crew. This casual driver will be from the school. bus drivers at Markham yard, or from a casual drivers list that exists for Markham transit only.

(b) Temporary vacancies for fourteen days or more will be posted for three consecutive work days, and will be given to the senior driver with least hours on their regular crew.

(c) Casual transit drivers will be hired from the qualified school bus drivers of Markham division.

22.9 Drivers will be paid at crew rate for all statutory holidays in the current Collective Agreement when not working, and in addition, they shall be paid at time and one half for all time worked on a holiday, with a minimum of four hours.

22.10 When premium rates are to be paid (one and one half) , work shall be given out in seniority order to the regular transit drivers, and failing this, it shall be given to casual drivers who are available.

22.11 Overtime will be paid after forty-four hours per week.

22.12 Overtime will be assigned twenty-four hours in advance if known, or as soon as it is known.

22.13 Employees will not be required to suspend work during regular crew hours to absorb overtime.

22.14 All drivers will be assigned two consecutive rest days per week. In addition, may be assigned, if required, three consecutive rest days per week or two consecutive and one split per week.

Consecutive days off will be given to the maximum number of crews.

22.15 When a driver is called and cancelled, they shall receive a minimum of two hours pay at transit rate.

22.16 Regular full time transit drivers will not be laid off while casual or part time, or spare drivers are working.

22.17 Part time, casual, or spare drivers shall not be employed by the Company at any time when there are employees covered by this Collective Agreement who are on lay off status from their regular crew and who are available and willing to perform work assignments.

22.18 Uniforms

Full and part time transit drivers who successfully complete the Company prescribed training program and who have regularly assigned transit work will have the Company pay half the first uniform for new employees. The rest of the uniforms will be free as required.

A uniform shall consist of:

(a) Two pairs of pants

(b) One cap

(c) One winter coat

(d) Two ties per year

(e) Four shirts per year

All (clothing must bear the Union label. All uniforms remain the property of the Company and must be returned upon separation.



ARTICLE DURATION OF AGREEMENT

23.1 The duration of this Agreement shall be from the date of _____ signing to August 31, 1989.

DATED at Toronto, Ontario, this 28th day of APRIL 1988.

FOR:

FOR:

TRAVELWAYS LTD.

CANADIAN BROTHERHOOD OF RAILWAY,

(MARKHAM DIVISION)

TRANSPORT AND GENERAL WORKERS

[Handwritten signature]

[Handwritten signature]

Glen Hink

Frances Mangan

[Handwritten signature]

Bonnie Gallagher

TRAVELWAYS LTD.
 (Markham)
 SCHEDULE "A"

School Bus Drivers Per Shift (including 15 min. allowance per Article 10.1)	Current Rate	<u>Sept.1/87</u>	<u>Sept.1/88</u>	<u>1/89</u>
---	-----------------	------------------	------------------	-------------

Less Than 3 Years Seniority

Less than 1 hour	10.25	10.66	11.00	11.05
1 - 1 1/4 hours	11.38	11.84	12.22	12.28
1 1/4 - 1 1/2 hours	11.62	12.09	12.48	12.54
1 1/2 - 1 3/4 hours	12.19	12.68	13.09	13.16
1 3/4 - 2 hours	12.89	13.41	13.85	13.92
2 - 2 1/4 hours	13.59	14.13	14.59	14.66

Kindergarten Runs

Single	10.67	10.99	11.32
Double	13.70	14.25	14.75

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

More Than 3 Years Seniority

Less than 1 hour	11.28	11.72	12.10	12.15
1 - 1 1/4 hours	12.52	13.02	13.44	13.50
1 1/4 - 1 1/2 hours	12.78	13.29	13.72	13.79
1 1/2 - 1 3/4 hours	13.41	13.95	14.39	14.47
1 3/4 - 2 hours	14.18	14.75	15.23	15.31
2 - 2 1/4 hours	14.95	15.54	16.04	16.12

Kindergarten Runs

Single	11.74	12.09	12.45
Double	15.07	15.52	15.99

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

In cases where the Company recognizes excess deadhead time in excess of thirty (30) minutes , the time will be paid at the special work rate.

Cover Drivers	10.54	10.86	11.19
Special Work Rate (per hour)	5.93	6.10	6.25
Charters (per hour)	6.07	6.31	6.53
Shuttle	6.25	6.50	6.73
Summer Work			
School	Run Rate	Run Rate	Run Rate
Camp & YMCA (per hour)	6.20	6.30	6.53
Meal Allowance			
1st Day - After 8 hours	6.00	6.25	6.25
Extra 4 hour period		3.25	3.25

2nd And Subsequent Days	12.50	13.50	13.50
-------------------------	-------	-------	-------

Hydro Allowance

on Company Request

(Winter Months - Per Month	11.50	12.00	12.25
----------------------------	-------	-------	-------

Periods of vehicle plug-in to be specified by the Company and paid monthly on the driver's pay cheque.

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

Drivers Return To School - Will be paid the additional time at their regular Special Work Rate.

Storm Days - When the School Board for whom the Driver is driving, pays the Company in full, then the Driver will be paid his full rate.

All Drivers

Probationary Rates - All probationary employees will be paid at a rate which will equal ninety (90%) percent of the above rates.

Retroactivity

- Paid on Shift and Hourly Rates only
- Current employees only will be paid retroactivity
- Retroactivity paid within three weeks of ratification

TRAVELWAYS LTD.

(Markham)

SCHEDULE "B"

	Current	<u>Sept. 1/87</u>	Jan. 1/88	<u>Sept. 1/88</u>
Transit Drivers	9.49	9.87	10.06	10.26

Overtime will be paid after forty-four (44) hours per week.

LETTER OF UNDERSTANDING

Mr. W.W. Reynolds,
Canadian Brotherhood of Railway,
Transport and General Workers,
15 Gervais Drive,
Suite 607,
Don Mills, Ontario,
M3C 1Y8.

Dear Mr. Reynolds :

RE: Collective Agreement between
Travelways Ltd. (Markham Division) and
Canadian Brotherhood of Railway, Transport and General Workers

Please accept this letter as notification of the Company's intention to undertake to reimburse an employee for any pay error of Twenty (\$20.00) Dollars or more immediately upon discovery of the error. Any error discovered which amounts to less than Twenty (\$20.00) Dollars will be rectified and paid on the next regularly scheduled pay day.


This Letter of Understanding is to form part of the Collective Agreement between the above noted parties from the date of signing until the date of expiry, namely August 31, 1989.

Yours truly,

TRAVELWAYS LTD.



K.D. Munroe,
Senior Vice President.



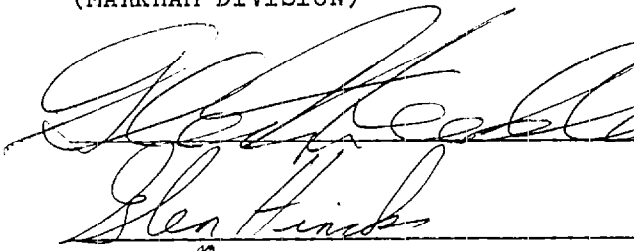
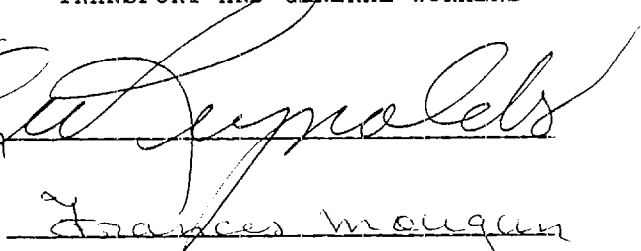
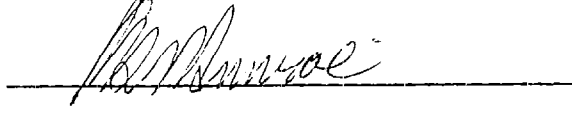
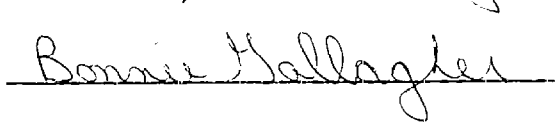


Frances Mangan
Bonnie Gallagher

LETTER OF UNDERSTANDING

The President of the Union, Chief Steward and Stewards have regular duties to perform on behalf of the employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union Business without management consent, and consent shall not be unreasonably withheld.

TRAVELWAYS LTD.
(MARKHAM DIVISION)

CANADIAN BROTHERHOOD OF RAILWAY
TRANSPORT AND GENERAL WORKERS

LETTER OF UNDERSTANDING

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

TRAVELWAYS LTD.
(MARKHAM DIVISION)-

CANADIAN BROTHERHOOD OF RAILWAY
TRANSPORT AND GENERAL WORKERS

