

# COLLECTIVE AGREEMENT

BETWEEN :

**LIDLAW TRANSIT LTD.**  
KINGSTON - TRENTON DIVISIONS

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
& GENERAL WORKERS AND ITS LOCAL 4307.

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Duration of Agreement

July 1, 1998 to June 30, 2001

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COLLECTIVE AGREEMENT

BETWEEN :

LIDLAW TRANSIT LTD. (KINGSTON - TRENTON DIVISION)  
(Hereinafter referred to as the "Company" of the first part)

AND :

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS  
AND ITS LOCAL 4307,  
(Hereinafter referred to as the "Union" of the second part)

ARTICLE 1 - PREAMBLE AND PURPOSE

1.1 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 interests 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, hours of work, safe working conditions and other terms and conditions of employment as set out herein. 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 that may arise on the administration of the terms of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The employer recognizes the National Automobile, Aerospace, Transportation & General Workers as the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Kingston and Trenton), save and except Foreman, Manager, persons above the rank of Manager, Office and Maintenance Staff and full time Safety Officers and Driver Trainers.

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

2.3 Employees in the bargaining unit shall perform bargaining unit work, except in the case of emergency.

ARTICLE 3 - UNION SECURITY

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

3.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the Agreement, except to conform to a change in the amount of regular dues of the Union 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 Union of the amount of regular monthly dues.

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

3.4 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly Union dues, as determined by the Union in accordance with its constitution.

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 deductions of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such month. Employees must earn at least one hundred (\$100.00) dollars, gross, and cumulative in the month before required to pay dues in that month.

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 Union, as may be mutually agreed by the Company and the Union, not later than the fifteenth (15th) of the month following the date in which the deductions are made.

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

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

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

3.10 New Employees - Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the National Automobile, Aerospace, Transportation and General Workers is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages, working conditions and in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Union with name, occupation and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of engagement.

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

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

#### 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 that are just and fair. The Company agrees that it shall provide the Local Chairperson with a copy of those rules, regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the Local Chairperson with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Local Chairperson 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. The Local Chairperson shall seek discussion as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented. All Letters of Understanding will be signed by the Business Agent or Representative of the Local and President or designate of Laidlaw Transit Ltd,

- (e) Except in cases of an employee, who has consumed alcohol within (8) eight hours prior to driving, or proven dishonesty, the Company agrees that no employee shall be dismissed by the Company until a fair and impartial hearing has been held. At any such hearing, 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 offence is one in which dismissal is contemplated, an employee may be held out of service for investigation of any charge against him/her for a period no longer than three (3) working days without the holding of a hearing by the Company concerning such matters, and the employee must be notified at least one (1) working day in advance of such hearing, and the Local Chairperson shall also be advised one (1) day in advance of the hearing.
- (g) When any letter relating to an employee's conduct is placed on his/her work record, the employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her work record;
- (h) The record of any employee for disciplinary action shall not be used against him/her at any time after twenty-four (24) months;
- (i) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

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 labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.

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



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

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

4.5 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 that may occur during their employment. Such review will be accommodated at the earliest convenience. A copy of any entry that relates to an employee's conduct shall be sent to the employee at the time any entry or document is placed in the file.

4.6 All letters of intent or letters of understanding, along with working practices shall require the signature of the Business Agent of the Local and the Director of Human Resources for the Company in order to be binding in any way upon the Parties.

#### 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 Canada Labour Code.

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 the Company undertakes to recognize and deal with both of these committees. The Company will recognize five (5) Stewards.

6.2 The Company and the Union agree that a labour - management committee will be established as soon as possible and

scheduled for monthly meetings for the purpose of discussing the matters of mutual concern, Meetings between the employer and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than two days prior to the time of the scheduled meeting. The Company shall forward, within fourteen (14) days, a copy of the minutes of the meetings to the Union by and a copy to the Business Agent. The Union agrees to reply in writing within seven (7) days, noting its agreement or pointing out any inaccuracies in the minutes and they shall be part of the next agenda.

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 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 One of the Committee members shall be Steward concerned with the grievances. In cases of Policy Grievances, 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; however, consent will not unreasonably be withheld.

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.

#### ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.1 The parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. 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 that 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 employee's Steward. The grievance must be presented to the Manager within seven (7) working days after the occurrence of the matter complained of and the Manager shall answer the grievance presented to him, in writing, within seven (7) 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 Chairperson 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 and

the Local Chairperson) which meeting will take place in seven (7) working days after the grievance has been presented to the Vice President or his nominee. One of the Grievance Committee members shall be the Steward concerned with the grievance. In the cases, of Policy Grievances and/or unusual circumstances, the provisions of this clause may be extended.

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

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

7.4 The two (2) nominees of the parties shall, within five (5) working days appoint or select a Chairperson for the Arbitration Board, but if they are not able to agree on the selection of a Chairperson, they shall request the Federal Minister of Human Resources to make the appointment.

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

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

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

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

7.9 All time limits 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 party 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 In any interview involving the discipline of an employee, the employee may be accompanied by up to two (2) members of the Grievance Committee, at the employee's discretion. When the nature of the alleged offence is one in which dismissal or discipline is contemplated, no employee may be held out of service for investigation of any charge against him/her for a

period longer than three (3) working days without the holding of a hearing by the Company concerning such matters. The employee must be notified at least one (1) working day in advance of such hearing, in writing, with a copy to the Local Chairperson, also one working day in advance.

7.14 A copy of any entry or document, which is placed in the employee's file, shall be sent to the employee and the employee shall be required to acknowledge receipt of such copy.

7.15 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within ten (10) calendar days of the date the employee is notified of the discipline.

#### 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 layoff, 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.

After completion of the probationary period, seniority shall be effective from the original date first worked, except when two (2) or more employees commenced work on the same date, the names will be placed in alphabetical order. In the case of a casual driver indicating in writing to the Company of their wish to become a spare or regular driver, seniority shall commence from the date the Company accepts the employee's letter and the employees first day worked.

Any member of Local 4307 who is accepted for a position in another CAW Canada 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 seniority list providing the employment with Laidlaw has been continuous.

For the purposes of seniority, the Parties recognize that for school bus operations there may be three (3) sub categories of drivers. They are as follows:

a) Regular drivers who perform an A.M., P.M. and/or kindergarten school run regularly during the school year.

b) Spare drivers who are waiting for an A.M., P.M., and/or kindergarten school run to become open.

Spare drivers shall accumulate seniority and shall accept an open run when one becomes available, provided it does not create deadhead mileage or there is another spare driver available in the geographical area. Spare drivers shall be permitted to perform public charters, provided the driver signed the charter sign up lists and will be assigned the charter on the basis of seniority in rotation. Spare drivers shall be offered in seniority order, to fill school runs that are temporarily vacant or vacant due to the absence of an employee. This includes school charters from the school served, provided the employee has the seniority.

Spare drivers shall be offered work in the case of an emergency, in which case seniority will not apply.

c) Casual drivers who are not waiting for an A.M., P.M. and/or kindergarten school run to become open. Casual drivers shall not accumulate seniority. Casual drivers will not normally work on a paid holiday, P.A. day, except in the case of non-availability of other drivers or in the case of an emergency. A casual driver shall cover an open route until such time as a part time or spare driver is available. A casual driver will not normally perform a name request charter, however this may be waived in the case of the charter customer not being prepared to provide the business to the Company if the name request is not honoured.

Casual drivers shall be assigned any driving duties for charters in the instance of the non availability of spare drivers, emergencies or when other conditions exist which does not allow the Company to offer work in seniority order and meet the time or other requirements of the specific work situation.

#2 - LINE RUN:

#3 - TRANSIT:

#4 - VANS:

NOTE: Coach to be negotiated if and when returned  
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 on October 1, and January 15 of the school term.

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

Any charter that would result in a payment equal to or less than the rate of pay of their school routes as set out in Schedule "A", the driver will have the option of doing his/her school route or the charter. If there is a conflict with the charter and the driver's A.M. or P.M. school route the driver may do the 1 (one) part of the charter that does not conflict. At no time will the school route be split but the charter may be. In the event no driver is available the charter will be assigned to a spare driver or should no spare driver be available, in the most efficient manner by the Company.

(i) School Charters

All school charters will be allocated on the basis of the school served. All employees servicing those schools will have charters allocated to them based on the seniority of the employees.

A charter originating from a school, which is not served by an employee, will be dispatched as a public charter.

(ii) Public Charters

All public weekday and weekend charters will be allocated on a rotational basis first by region and secondly by classification for drivers that have completed their probationary period.

A charter originating from a school, which is not served by an employee, will be dispatched as a public charter.

(iii) Weekend Charters

A weekend charter is defined as a charter whose departure time is between midnight on Friday and midnight on Sunday. If it is a paid holiday on Friday or Monday, the times



will be adjusted by twenty-four (24) hours to include the holiday as part of the weekend. An employee that desires to perform weekend or weekday work must sign the respective rotation posting. The employee will be assigned the charter work in order of seniority by sign up, from the rotation posting. When an employee declines the charter work his/her name will fall to the bottom of the rotation list. An employee who refuses four (4) times with forty eight (48) hours prior notice will have his/her name removed from the rotation posting for the duration of the charter period, for a maximum of three (3) months. A driver offered a charter forty-eight (48) hours or less prior to the charter departure is exempt.

All weekend charters requiring a school or activity type vehicle will be offered by rotation basis.

A rotation sign up will be posted for the following dates each year:

1. 1st September - 31st December
2. 1st January - 31st March
3. 1st April - 30th June
4. 1st July - 31st August

The Charter posting will be bulletined for a period of five (5) working days and will become effective on the first day of each above-mentioned period. The rotation list will start on the next person in the line up from where the previous list ended and not the top of the new listing.

The employee will be assigned the charter work in order of seniority by sign up, from the rotation posting. When an employee declines the charter work his name will fall to the bottom of the rotation list. An employee who refuses four (4) times with forty-eight (48) hours prior notice will have his name removed from the rotation posting for the duration of the charter period, for a maximum of three (3) months. A driver offered a charter 48 hours or less prior to the charter departure is exempt.

Full time Transit/Line Run drivers will be allowed to do weekday charter work on the rotation list to a maximum of forty (40) hours per week. Full time Transit/Line Run drivers will only be used in an emergency for weekend charter work, requiring an activity or school bus type vehicle. Failure to do weekend charter work will not be considered as a refusal on the rotation list.

Part time Transit/Line Run drivers may request charter, transit or school bus work up to a maximum of forty (40) hours per week.

A probationary employee will be assigned charters on completion of three (3) months service, which is calculated from the first day worked. For probationary employees with service between three (3) and six (6) months, charter assignments will be restricted to within a fifty (50) mile radius of the Division. All of the above is subject to the employees service, the employee signing the appropriate charter list, and will not apply in the case of shortage of available drivers or an emergency.

(iv) Posting of Charters

All known work will be posted three (3) days in advance of the trip leaving. This posting will show the full address of the customer. The Union chair will meet with the Company as required to investigate any problems with the previous charters.

(v) School to School, Late Runs and Activity Runs

Will be posted and allocated by seniority. Out of town school charters will be given to the senior driver serving that school.

(vi) Minimum Payment for Charter Work

A charter (other than a pick up and drop, or a one way charter) shall be paid a two (2) hour minimum at current charter rate.

(vii) Cancelled Work

An employee reporting for work and such work being cancelled, shall be paid a minimum of two (2) hours at current charter rate.

Where more than one driver picks up at a charter and the charter is cancelled, the senior driver has first choice whether to drive or accept the cancellation. When more than one (1) bus is ordered and a bus is cancelled with prior notice, the senior driver shall have the choice to accept the cancellation or do the charter. A driver, cancelled with prior notice and without pay, shall not lose his/her turn on rotation and will be first out the next day or weekend or weekday by seniority on the rotation list.

(viii) Route Coverage

When the Company requests that a driver fill in on a temporary basis as a cover driver for illness, or other absence on another route, the driver will be paid the greater of the run route value. It is at the option of the driver to do the temporary work or not.

8.3 A newly hired employee shall be on probation for a period of sixty (60) working days from the date first worked. After completion of the probationary period seniority shall be effective from the original date first worked, except when two (2) or more employees commence work on the same date, the names will be placed in alphabetical order.

8.4 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, family related problems, 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 three (3) 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) working 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 employees 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.

Regions of Operation:

Kingston, LaSalle, Perth Road, Sydenham, Verona

Criteria Used:           1. Drivers residence  
                           2. Buses kept  
                           3. First pick up

Company will supply a map to the Union with the various regions outlined.

E.

- 8.6           The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time had been removed from said run for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his designate.
- 8.7           The Union recognizes that the Company shall be entitled to use its sole discretion in determining whether or not permission is granted or revoked for any employee to keep the vehicle assigned at 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 three (3) weeks in advance of the commencement of the reopening of school, following the summer break. At that time the reopening 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           Sign Up - Prior to September 1 annually, drivers will be offered their previous years route back. If their route has been altered in any way, Management will inform them and they will be offered that route with the alteration. If they refuse the route or their route is cancelled, then they will be offered a choice of any open or new route that is available. If they wish to wait they will have an opportunity on a seniority basis to choose another route that is

operationally feasible - defined as place of residence, first pick up and deadhead mileage.

After the start of the school year, all newly acquired and vacated routes will be posted for one (1) week and any driver in the area may apply for that route. The new route will be assigned on a seniority basis in that area that is operationally feasible - defined as place of residence, first pick up and deadhead mileage.

- 8.10 Record of employment to be issued to the drivers on request at all layoff periods, i.e. Easter Break, Christmas and summer. Record of employment to be issued within five (5) working days after the last day worked. Such request will be with thirty (30) days notice from the driver.

#### 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. Medical certificate.
3. Length of continuous service when factors 1 and 2 are equal in the judgement of the employer shall govern.

#### ARTICLE 10 - HOURS OF WORK AND HOURS OF OVERTIME

Assigned work of three (3) days per week or more, with earnings of one hundred-twenty five (\$125.00) dollars or more per week will be counted as a turn on the rotation list for charter work. Casual assigned work will not be listed or included in the charter rotation.

#### Classification #1 - School Bus Employees

Hours of work for Classification #1, school bus employees, will be calculated on the following basis:

The time allocation of a school route will be based on the time required from first pick up to final drop off of the school run. Fifteen (15) minutes shall be paid to the driver for

each of the a.m. and p.m. runs. This time is for the calculation of deadhead mileage, the Ministry of Transport Walk-around and fuelling of the vehicle. The rate of pay for a school route will be allocated on the following basis:

One hour or less

One hour to one and one half hours

One and one half hours to two hours

Over two hours

Disputes on time allocations and/or excess deadhead mileage will be settled between the Local Chairperson and the Manager.

A school bus driver whose deadhead time is in excess of thirty (30) minutes in either the A.M. or P.M. run, shall in addition to the fifteen minutes set out in Clause 10.1 Classification #1, receive pay at the next highest rate of pay for the school route.

#### Classification #2 - Line Run Employees

Line run employees' hours shall be calculated as actual time worked performing the line run and will be paid at the Schedule A rate.

#### Classification #3 - Transit Employees

Transit/Line Run employees' hours will be confined to a maximum of forty (40) hours transit work per week. Transit/Line Run employees working over forty (40) hours work per week will be paid time and one half (1-1/2) for those hours in excess of forty (40) hours per week.

#### Classification #4 - Vans

Van drivers shall be given the opportunity to sign a posting for charters or any other work requiring a van. Van drivers must sign the posting and insert the word "van" beside their name. Drivers who sign the posting for van work will be able to do van work only. Drivers doing van routes who wish to drive big bus charters must be re-evaluated a maximum of every six (6) months.

### ARTICLE 11 - LEAVE OF ABSENCE

11.1 Employees requesting leave of absence shall make written application to their Department Head giving at least five (5) 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 within three (3) days of the request being made. A copy of the request shall be provided to the Local Chairperson. 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) working 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 Manager is advised of exceptional circumstances, forfeit his seniority and his name will be removed from the seniority list.

11.4 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 of the Company's service.

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

11.7 Upon written request of the National Representative, and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time shall not exceed three.

11.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and shall continue to accumulate seniority while on such leave. It is clearly understood that an employee on a leave of absence shall resume his former position and assigned run.

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 five (5) 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.

11.10 Paid Jury or Court Witness Duty Leave

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal (average of earnings over six (6) previous months) earnings and the payment received for 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

12.1 All employees with less than one (1) year of service shall receive vacation 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. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.

12.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation with pay for four (4) weeks and they shall receive for vacation pay an amount equal to eight (8%) percent of the previous year. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.



- 12.5 An employee who has maintained an employment relationship with the company of twenty-five (25) years will receive a vacation with pay for five (5) weeks and they shall receive for vacation pay an amount equal to ten (10%) percent of the previous year.

The above vacation schedule shall be subject to the provisions of the Federal Labour 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 terms outlined above.

Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.

- 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 compensatable 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-compensatable 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 Transit drivers and line run drivers will be paid their vacation pay at the time their vacation is taken. Part time school bus drivers shall be paid their vacation pay on the first pay period of each December.

#### ARTICLE 13 - PAID HOLIDAYS

13.1 An employee who qualifies in accordance with the relevant provisions of the Canada Labour Code shall be granted a holiday with pay for each holiday established under the Canada Labour Code.

The parties agree to recognize Easter Monday as a statutory holiday in lieu of the Remembrance Day statutory holiday.

The Company agrees to recognize the Civic Holiday occurring in the month of August.

If any of the Company recognized holidays not designated under the Canada Labour code cease to be recognized by a customer and services are required on that day, the parties agree to meet and discuss methods to address this issue.

An employee must be available for duty on such holiday if it occurs on one of his workdays, excluding vacation days.

13.2 Drivers working fifteen (15) or more days in the previous thirty (30) immediately preceding the holiday, they will receive holiday pay for all work regularly scheduled for that holiday (i.e. AM, PM, kindergarten, shuttle, late run).

13.3 Drivers working fewer than fifteen (15) days in the previous thirty (30) immediately preceding the holiday, they will receive holiday pay equal to one twentieth of their earnings during the thirty (30) days immediately preceding the holiday.

13.4 If an employee is required to work on any of the general holidays listed in Article 13.1, he shall receive pay at time and one half (1 1/2) for the time actually worked.

13.5 General holiday pay shall be calculated at the normal regular daily rate for school bus drivers.

#### ARTICLE 14 - BEREAVEMENT LEAVE

14.1 The Company agrees that in the event of a bereavement in an employee's immediate family, (meaning spouse, son/daughter, parent, sister/brother, aunt/uncle, father/mother-in-law, sister/brother-in-law, common law spouse, grandchildren, grandparents, stepparents, and stepchildren residing in the same residence), 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 AND CASUAL EMPLOYEES.

15.1 A part-time employee under this Agreement will be defined as any employee working a minimum of two (2) of the following per weekday.

An A.M. school route, a P.M. school route, a kindergarten school route, transit, a late run. A part-time employee will normally and consistently work less than twenty-eight (28) hours per week.

A casual employee hired after June 30, 1983, under this Agreement will be defined as any employee who does not meet the conditions of a full-time or a part-time employee. A casual employee hired after June 30, 1983 will not accumulate seniority. Casual drivers will not do school runs unless there is an emergency situation.

Open routes may be covered by a casual employee until such time as a part time employee is available.

ARTICLE 16 - HEALTH AND WELFARE

16.1 All full time employees employed for more than twenty-eight (28) hours per week 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 of the cost of same:

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

ARTICLE 17 - SAFETY AND HEALTH

17.1 The Company agrees to maintain proper observance of the safety and health conditions affecting its employees. 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 employees agree to abide by the driving rules as laid down by the company. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the company's operation.
- 17.3 Health and Safety Committee Meetings: We recognize and encourage the role that both employees and the Company can play in enhancing the safe operating conditions of our branch. To help accomplish this, a Health and Safety Committee will be created and conducted in accordance with the relevant provisions of the Canada Labour Code Part II. Employees participating on the committee will be compensated at the Special Work Rate.
- 17.4 Employees who have three (3) "at fault" vehicle accidents in any twenty-four (24) month period may be terminated.
- 17.5 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.
- 17.6 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,
- 17.7 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.
- 17.8 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.
- 17.9 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus early enough in case of any mechanical problems and in order to have its engine warmed up during periods of extreme cold.
- 17.10 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 equipped with same.

- 17.11 Safety Workshop: As required by the Company and set out in the relevant policy, all drivers must attend a minimum number of mandatory safety workshops annually. The Company will pay safety workshops at the special work rate.
- 17.12 Employees who are required by the Company to take mandatory re-tests or retraining shall be compensated for such re-tests or retraining.
- 17.13 In the event an employee has an accident which is preventable and the Company requires mandatory re-tests or retraining, the employee will not be compensated for such re-tests or retraining.

#### 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 notices relative to the Collective Agreement. The Manager shall receive a copy of the notice prior to posting.

#### 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) Branch Manager, Laidlaw Transit Ltd.
- (b) The Local Chairperson, Kingston Division of CAW Canada
- (c) The Business Agent or Representative at CAW Canada Regional Office.

#### ARTICLE 20 - GENERAL

20.1 Non Union personnel will not perform any scheduled work such as charters or school runs except in cases of 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 driver's license will result in termination.

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 an employment record of service and will be paid at the next regular pay period.

20.4 Telephone Calls - If it becomes necessary for a driver to call the office when he is on company business, 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 Requests - The Company shall honour a written name request received from the customer without regard to the seniority provisions for charter work allocation, except for casual drivers as set out in clause 8.2. Requests from a customer for a specific driver shall be in writing and discussed with the Local Chairperson. Casual employees shall not do request charters. The driver who does a request charter will not be considered to have a turn on the rotation list.

20.6 Uniforms

1. Part Time School Bus Employees  
The Company agrees to supply and pay fifty (50%) percent of the cost of winter jacket with replacement, subject to inspection and approval by the Company.
2. Full Time Employees and Part Time Transit Drivers  
who successfully complete the Company prescribed training program and who have regularly assigned transit work - The Company agrees to pay half the first uniform for new employees. The rest free as required (tunic, 2 pairs of pants, cap, winter coat) subject to inspection.

When uniform clothing is supplied to an employee, he will be held responsible for its protection against loss; also its maintenance in a clean, neat and repaired condition.

The Company will supply four (4) ties every year at no cost to the employee. The Company will supply at no cost to the employee (5) shirts every year that are durable and of good quality.

Provided the Company obtains the approval from the transit authority, the Company will provide full time transit drivers, who request them, with two (2) pair of short pants and two (2) pair of knee socks, for summer wear. The driver will be required to provide and wear approved footwear.

All uniforms are to remain the property of the Company and must be returned upon separation, or the employee will be required to pay for them. If an employee terminates his employment, he will return the latest uniform issued to him.

Women who are required to wear a uniform to drive a transit or line run bus will be supplied with a woman's style uniform.

20.7 Snowbound and Breakdown of Company Vehicles:- When an employee is unable to perform their regular run because of snow, breakdown, or other inclement weather, the driver will be compensated for their regular route wage and for any time in excess of the normal run time at the special work rate. In the case of a school closure due to inclement weather, the driver will only receive payment in proportion to payment, if any, received by the Company from the customer.

20.8 Servicing Company Vehicles - When an employee is requested by the maintenance department to bring his vehicle to the garage for servicing, the employee will be paid at the special work rate.

20.9 The Company will provide a drivers room.

20.10 (a) Employees may volunteer to accept work other than their home location for a temporary period of time.

(b) The driver will receive the greater of the work performed or six (6) hours and the greater of the charter rate for either the home division or temporary division.

(c) Employees will be required to perform driving work up to the maximum of (8) eight hours. Charter assignments will be made only in the case where there are no school bus drivers available for charters at the temporary division.

(d) When employees use personal vehicles, they will be compensated at the rate of (\$0.32) thirty-two cents per mile or (\$0.20) twenty cents per kilometre. Distance is calculated from home to new division and return. If they do not use their personal vehicle, they will travel the most economical way.

(e) Accommodation, arranged by the Company, will be paid for on submission of receipt. Meals as per home Collective 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, opportunities shall be afforded on their own time and/or

during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily without effect upon the rate of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the 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 that is 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 - An employee taking advantage, on a voluntary basis, of training facilities provided by the Company, 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 Manager, stating their desires, qualifications and experience will be given consideration for openings.

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

21.5 Progression from School Bus to Transit - School bus drivers will be selected for transit training by seniority. Where a school bus driver is selected for training as full or part time transit driver, the driver will receive transit driver training with pay at the special work rate to a maximum of fourteen (14) hours. To be appointed as a transit driver, employees must successfully complete the Company prescribed training program.

## ARTICLE 22 - Retroactivity

22.1 Retroactivity shall be paid to Transit drivers covered by this Collective Agreement at the time of ratification. School Bus Drivers will receive a signing bonus of \$130.00.



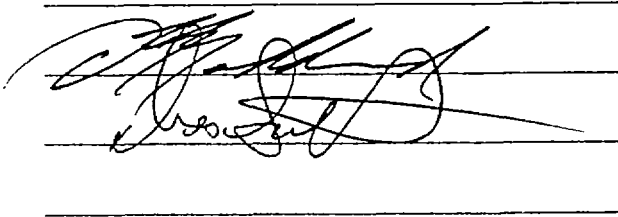
ARTICLE 23 - DURATION OF AGREEMENT

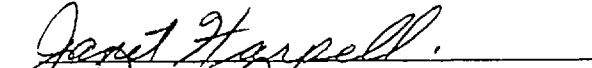
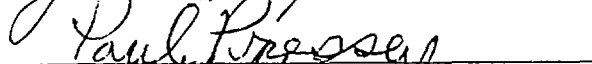

23.1 The duration of this Agreement shall be from the date of ratification up to and including June 30, 2001.

DATED at Kingston, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

FOR:  
LAIDLAW TRANSIT LTD.

FOR:  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION & GENERAL WORKERS

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SCHEDULE "A"

Rates of Pay for School Routes - Kingston and Trenton

	<u>Ratify</u>	July. 1/99	July 1/2000
Up to 1 hour	14.41	14.55	14.70
More than 1 hour, less than 1-1/2 hours	15.69	15.84	16.00
More than 1-1/2 hours, less than 2 hours	16.62	16.78	16.95
More than 2 hours, less than 2-1/2 hours	17.78	17.95	18.14
More than 2-1/2 hours, less than 3 hours	18.70	18.89	19.08
More than 3 hours	19.65	19.84	20.04

(T.M.R. & Special Ed. as above)

A school bus drivers whose deadhead time is in excess of thirty (30) minutes in either the A.M., P.M. run, shall in addition to the fifteen (15) minutes set out in Clause 10.1 Classification #1 School bus employees, shall receive pay at the next highest rate of pay for school route.

Line Runs - Per Hour

Trenton/Belleville 10.50 10.50 10.50

Members called out on a weekend - 2 hour minimum at Special Work Rate

Charters (School Bus and Activity)

(1) Drop Charter (both ways)	16.20	16.36	16.52
(one way)	8.10	8.18	8.26
(2) Charters (driving & layover)			
- per hour	8.10	8.18	8.26

Weekend drop charters and drop charters starting after 7:00 p.m. shall be paid a minimum of \$15.00 for the term of the contract.

Special Work Rate - Per Hour 7.14 7.21 7.28

Company Service Runs Shall be awarded by seniority and does not affect the charter rotation. Paid at the special work rate.

Standby

School bus employees will be paid the Special Work Rate for all standby time required by the Company excluding the time allocation paid for school routes.

Bad Weather

School bus drivers will be paid the Special Work Rate for all standby time excluding the time allocated for school routes. Where school is cancelled because of weather and the driver is not notified within one half (1/2) hour of regular school pick **up**, the driver will be compensated the run rate.

c.

Hydro Allowance

An employee who has Company authorization to keep his vehicle at home will be paid \$16.50 per month from December 15 to March 15, to compensate for twelve (12) hours per night, six (6) nights per week.

Meal Allowance

1st day - after 8 hours	11.25	11.75	12.25
for each subsequent 4 hour period.	6.25	6.75	7.25
2nd and subsequent days. -	19.75	20.25	20.75

Zodiac Tours - Kingston

Zodiac Tours will be paid at the current charter rate based on time calculation.

Transit Rate

14.04            14.32            14.46

