

**VOLUNTARY COLLECTIVE AGREEMENT BETWEEN CHARTERWAYS
TRANSPORTATION LIMITED AND CHARTERWAYS TRANSPORTATION LTD.
BUS DRIVERS ASSOCIATION BRANCH 1995-96, 1996-97, 1997-98**

Charterways Transportation Ltd. herein after called the Company and Charterways Transportation Ltd. Bus Drivers Assoc. herein after called the Association and non salaried Class 'B' licence drivers herein after called the Employee.

ARTICLE 1:00 PURPOSE

ARTICLE 1:01

It is the intention of this agreement to maintain a co-operative relationship between the Company and it's employees and to provide a friendly means of settling any differences which may arise, and as well, to set forth conditions and responsibility of employment to be followed by the parties and where as it is desirable that the methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement and where as it is the desire of both parties to this agreement, now, therefore the parties agree as follows:

ARTICLE 2:00 DISCRIMINATION

ARTICLE 2:01

The parties recognize that the maintenance of harmonious relations require the co-operation and good faith of the Company and the Association. The Company and the Association agree not to discriminate in any way against an employee because of their Association membership or activity, colour, religion, political views, or national origin.

ARTICLE 3:00 RECOGNITION

ARTICLE 3:01

The Company recognizes the Association as the exclusive collective bargaining agency for all non-salaried Class 'B' licensed employees. The Company also recognizes the executive of the Association as the negotiating committee for the Association.

ARTICLE 3:02

The Company also recognizes the executive of the Association as the grievance Committee for the Association.

ARTICLE 3:03

No Employee shall be required or permitted to make any verbal or written agreement with the Company or its representative which may conflict with the Terms of the Agreement.

ARTICLE 3:04 MANAGEMENT RIGHTS

Subject to the terms of this objective agreement, it is the right of the employer:

- a) To operate and manage its business in all respects in accordance with its obligations:
- b) To direct the working force of the Company, to maintain order, discipline, and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees:
- c) The Association acknowledges further, that it is the function of the employer to hire, promote, demote and lay-off employees and to suspend, discipline and discharge employees for just cause. Any exercise of these rights in conflict with the provisions of this agreement shall be subject to the provisions under the grievance procedures as set out in this agreement.

ARTICLE 4:00 SENIORITY

ARTICLE 4:01

A) Seniority is the principal preference to employees for promotions, demotions, lay-offs. Assignment of runs and all other matters in accordance with length of continuous service with the Company in the bargaining unit, providing only that an employee has the qualifications necessary to fill the normal requirements of the job, or is able to receive training to do same. Membership will be informed as positions become vacant. An employee shall be considered to be on probations until he/she has worked for the Company for a period of six (6) months.

Upon completion of the probation period as aforementioned, an employee's service shall be back dated to the date of his/her last hiring by the Company, and his/her seniority shall be deemed to run from that date. It is understood that the discharge of a probationary employee shall not form the subject matter of a grievance.

B) The Company shall maintain two (2) seniority lists, one (1) for regular part-time drivers and one (1) list for spare drivers. In order to retain seniority on the spare list, all drivers must work a minimum of twenty (20) days/forty (40) school runs per school year. If a leave of absence is granted by the Company for any reason other than bonafide sickness or accident, then the employee must give up his/her assigned

school run and be placed on the spare list.

Upon returning to the Company, said employee will retain his/her seniority date and will be eligible to bid on any job posting after his/her return date. Drivers active on the spare list are not eligible for any "extra work" ie. charters, unless requested in writing by the Charter group.

ARTICLE 4:02

Seniority, ability and fitness to perform the required tasks shall be the determining factor in all cases of promotion, increase or decrease of the working forces, and when ability and fitness are relatively equal, seniority shall determine the increase or decrease, as the case may be.

ARTICLE 4:03

A) In the event of a lay-off or recall to work following a lay-off, 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 employees shall be laid-off last and recalled first.

ARTICLE 4:03

B) The Company agrees it shall be a condition of employment during the term of this agreement, that every employee in the bargaining unit shall maintain membership in the Association.

ARTICLE 4:04

A) i) That the school runs be broken down into geographical regions of: Port Colborne, Welland, Pelham, Wainfleet and Fort Erie. When the starting point or finishing point of a run is in one or more of these areas, the Company shall be entitled to consider the location of the employees and vehicle size required for that run, in relation to either the starting point or finishing point of that run as it relates to the economic and operational requirements of the Company.

ii) If a run is within the specific boundary the Company will use seniority as the governing factor for those employees located within that specific area.

ARTICLE 4:04

B) The Association recognizes and agrees that the Company shall be entitled to use its sole and reasonable discretion in determining whether or not permission be granted or revoked for any employee to keep his/her Company vehicle at home.

ARTICLE 4:05

The Company agrees to post an up-to-date seniority list on the bulletin board at the branch office. Such list shall be brought up to date each September, January, and March. A copy of such list as amended from time to time shall be provided to the Association.

ARTICLE 4:06

It is understood and agreed that the duties required of an employee engaged in school bus runs of a nature that an employee so involved is deemed to be on lay-off during the school Christmas break, school Spring Break and School summer vacation. It is further understood that seniority shall continue to accumulate during the period of such lay-offs. It is the responsibility of the employee on lay-off during the school summer vacation period to notify the Company within three (3) weeks before school reopens in September of their intention of returning to work at that time. The re-opening of the schools after the summer break shall be deemed in the normal course of events 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 to be a "quit".

ARTICLE 4:07

If an employee is laid-off for reasons other than those set forth in article 4:06 on account of lack of work, he/she shall have the right to be recalled in accordance with her/his seniority standing up to twelve (12) consecutive months following her/his lay-off, provided he/she reports to work within five (5) days or indicates that she/he does not intend to return to work, then the Company may notify the next employee on the seniority list.

ARTICLE 4:08

It shall be the duty of each employee to notify the Company promptly of any change in either address or telephone number. If an employee does not do so the Company will not be held responsible for the failure of a notice to reach her/him.

ARTICLE 4:09

An employee shall lose his/her seniority standing in the Company and be deemed to be a "quit" under the following circumstances:

- a) If the employee voluntarily quits.
- b) If the employee is discharged and such discharge is not

reversed through grievance or arbitration procedure herein.

c) If the employee is laid-off for a period in excess of twelve (12) months.

d) If the employee fails to return to work following a lay-off in accordance with article 4:06 herein.

e) If the employee is absent due to sickness or accident for a period of more than twenty-four (24) months.

f) If the employee fails to comply with terms of a leave of absence granted to him/her.

ARTICLE 4:10

Where two (2) or more employees have the same starting, seniority will be calculated by time and date of passed MTC Road Test, or in the case of an employee possessing a 'B' class prior to hiring, the time and date of actual hiring, not necessarily the date of application.

ARTICLE 4:11

All new and existing positions in the bargaining unit will be posted five (5) working days when vacancies occur or are known, and applications will be received on letter size paper if the employee meets the minimum requirements and has the highest seniority, then said employee will be awarded that position. If another vacancy is created by the awarding of the initial position, then the process shall be repeated until the last position is filled with the lowest seniority employee. If no one in the bargaining unit wishes to fill the position, then the Company may seek application elsewhere. It is the employee's responsibility to come in and check postings in office.

ARTICLE 4:12

The employer agrees to supply to the Association on or before September 30th of each year, a complete list of all present runs indicating the route number, schools serviced, and rates of pay, subject to change during the school year. The Association agrees that each driver shall be responsible for completing a route time and mileage information sheet in an accurate and timely manner as per the request of the Company. Any and all route changes must be authorized by the Company prior to implementation by the driver.

ARTICLE 5:00 LEAVE OF ABSENCE

ARTICLE 5:01

The absence from work at any time because of a bona fide sickness or accident shall not constitute a break in service. An employee shall return to his position held prior to the absence, provided he is capable of handling the same:

subject to discussion with the Company and/or Association. Request for a leave of absence shall be in writing, in triplicate: one copy each for the Company, the employee and the Association. The time limit for leave of absence shall be one year, except in the case of illness. If for some reason the Company cannot agree to the leave of absence, the Association is to be notified immediately.

ARTICLE 5:02

Employees taking time off for sickness or for any other reason shall, when ready to resumed driving, let the Company know before 5:00 P.M. that they wish to resume driving the following day. After an absence of five (5) days or more due to sickness, a medical certificate, stating fitness to drive, is required as per Canada Labour Code.

ARTICLE 6:00 STRIKES AND LOCKOUTS

ARTICLE 6:01

The Company agrees that there will be no lockout for the duration of the agreement. The Association agrees that there will be no strike either partial or complete, no slow downs, picketing, work stoppages, etc. and further agrees not to encourage, organize, support or endorse such activity for the duration of this agreement. Failure of a driver to do a run because of bad weather does not constitute either a slow down, work stoppage or any of the above.

ARTICLE 7:00 GRIEVANCE PROCEDURES

ARTICLE 7:01

Should any dispute arise between the Company and an employee or the Association as to the interpretation, application or alleged violation of any of the provisions of this collective agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner. The employee, who may be accompanied by a member of the grievance committee, may take the matter up verbally with her/his supervisor as soon as possible, but not later than three (3) working days after the occurrence of the event giving rise to the

grievance or the time when they may reasonably be deemed to have come to the attention of such employee. Failing settlement of the grievance within two (2) working days thereafter.

STEP 1.....The employee concerned and the Association representative may, within five (5) working days after the date of receiving the supervisor's answer, present the grievance in writing to the Branch Manager, who shall give his reply within five (5) working days in writing. If the employee feels that the grievance has not been satisfactorily settled, he/she may proceed to step 2.

STEP 2.....The association President and the Association representative shall on behalf of the employee, present the grievance, in writing, on a form supplied by the Association, to the Vice-President or his designate, within five (5) working days after a decision has been reached at Step 1. They shall discuss the grievance and the General Manager or his designate shall send a written reply to the Association no later than five (5) working days after such discussion. The grievor shall be entitled to be present at such discussions. For the purpose of arbitration the written grievance as submitted at Step 2 shall be deemed to be the official grievance.

ARTICLE 7:02

The time limits specified in this agreement are exclusive of weekends and holidays hereinafter enumerated and may only be modified by mutual agreement, in writing. Otherwise each step shall be taken by the party concerned within the time limits set forth, or the grievance shall be deemed to have been abandoned. It is further understood and agreed that all time limits referred to herein are mandatory on part of both parties.

ARTICLE 7:03

If the grievance is not settled by the reply of the Vice-President or his designate, then the Association may within thirty (30) working days from the date of receipt of reply of the Vice-President etc. at Step 2 refer the grievance to arbitration as hereinafter provided.

ARTICLE 7:04

A claim by an employee that he/she has been discharged without just and sufficient cause may be filed as a grievance at Step 2 of the grievance procedure within five (5) working days after such employee has been given a notice of termination of employment, setting forth the reasons for discharge, or has ceased to work for the Company, as a result of the discharge, which ever first occurs.

Notices of termination of employment as provided for herein shall be given to the employee in every case within three (3) working days of discharge and a copy of same, shall be delivered to the Association representative as well.

ARTICLE 7:05

The settlement of any grievance during the steps of the grievance procedure shall be deemed to be made without prejudice to the parties.

ARTICLE 7:06

Where a decision with respect to a grievance is not rendered by the party opposite in interest within the prescribed time limits, it shall proceed to the next step of the procedure up to and including arbitration at the option of the grieving parties.

ARTICLE 8:00 ARBITRATION

ARTICLE 8:01

Should there at any time arise a question or grievance involving an interpretation, or alleged violation of this agreement, upon which no settlement can be reached, such a question shall be referred to an arbitration committee of three (3) members, one to be appointed by the Association, one by the Company, and the third, who shall act as Chairman, to be agreed upon by the other two. If agreement cannot be reached within (1) week as to the appointment of the third member, he shall be appointed by the Department of Labour Canada. A decision of the majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its agreement, the committee shall be governed by the provisions of this agreement and shall not attempt to alter, modify, or amend any of the provisions of this agreement. Decisions rendered by such an Arbitration Committee, shall be final and binding upon all parties concerned. The Company and the Association each agree to bear an equal share of the expense incurred, if any, by reason of the employment of a third Arbitration Committee member.

ARTICLE 9:00 ASSIGNMENT OF WORK

ARTICLE 9:01 VACANCIES

A) Vacant runs will be filled according to article 4.04 A) i) and ii). Temporary runs will be filled by spare drivers according to article 4.04 A) i) and ii). All temporary positions shall become permanent after twelve (12) months, unless the employee who vacates the run no longer retains his/her seniority in which case the vacancy will be considered to be permanent immediately.

ARTICLE 9:01

B) Once a driver accepts a vacant position, he/she cannot return to the old position.

ARTICLE 9:02

Any new position or positions vacant created prior to school start-up in September, will be assigned by the Company. These runs will then be posted the first week of October or when the time sheet forms have been completed.

ARTICLE 9:03

1) The Company agrees to not use any "B" licensed drivers that are not part-time school bus driver status ie. (mechanics) to cover vacant spare runs if an existing driver can cover same. Provided the existing driver has the required vehicle size and can do the run on time as per article 9:00 assignment of work.

A) When a permanent or new position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work.

B) A temporary position will be deemed to be a vacant position only after thirty (30) days of vacancy and it shall be awarded to the senior applicant who has the qualifications required to perform the work. If the Company has agreed to a written request for leave from a regular driver which exceeds (30) days or more, the position will be posted immediately as a temporary position.

C) When a route is deemed to be vacant, the Company shall in assigning the driver to such a vacancy, be governed by the following factors:

a) The geographic location considered most be suitable for the efficient operation of the bus on the route in relation to the place of residence of the driver applicant as defined in Article 4:04 A) i) and,

b) Seniority: and when, as between two (2) or more employees the factor in 1. is relatively equal, factor 2 shall govern.

D) All rural K.P. runs, excluding Welland in town runs, will have a personal alternate that will be assigned by seniority at the beginning of the school year, as per article 9:00 assignment of work.

ARTICLE 9:04

A) Local Charters -- In the case of charter runs that operate within the geographical areas outlined in Article 4:04 A) i), the Company shall be entitled to assign the trip to the employee nearest the pick-up point with the required vehicle size, save and except that such trips are operated between the hours of 10:00 a.m. and 2:00 p.m. on school days,

on week-ends or during school breaks, then said charters will be assigned to the senior employee in that geographical area available to perform the run. If two (2) or more employees that service a pick-up point are present outside of the 10:00 a.m. to 2:00 p.m. time frame, then said charter shall be assigned to the senior most driver at the pick-up point.

B) In the case of charter runs that operate to destinations within two (2) geographical areas as discussed in Article 4:04 A) i), the runs shall be assigned to the senior available employee within those two geographical areas.

ARTICLE 9:05

A) In the case of a charter that originates from within a geographical area as stated in Article 4:04 A) i) to an area outside of those stated in Article 4:04 A) i) but within the Regional Municipality of Niagara, and operates within the school run time limitations of that area, the most senior driver from that area will be assigned to that charter, save and except that the driver has available the proper sized vehicle.

In cases where the charter as described above conflicts with local school runs, the charter will be assigned in accordance to the charter board.

ARTICLE 9:05

B) A sign-up list for all employees will be made available for Charter work, with the understanding that all drivers who wish to be listed on the "CHARTER BOARD" for the purposes of driving charter or excursion runs shall inform the Branch Manager or his designee within ten (10) working days after the commencement of the school terms in September and January.

An employee's name will be removed from the list after three (3) refusals (of a minimum 24 hrs. notice).

ARTICLE 9:05

C) The Company agrees that employees will be called for charter work in accordance to seniority as defined in ARTICLE 4 and availability and willingness to accept any such charter work from the list.

ARTICLE 9:06

Highway Charters -- In the case of charter runs that operate to destinations outside the Niagara area, the runs shall be assigned to the senior available employee provided that:

a) The employee holds a valid I.C.C. license, if the run is destined for the United States.

b) The employee has experience with charter groups. The Association agrees, providing the conditions of a) and b) are met, that a specific request from the charter group in writing for a certain driver will be honoured, provided that said employee is willing to perform said charter.

ARTICLE 10:00 MEDICAL EXAMINATIONS

ARTICLE 10:01

The Company agrees to reimburse 50% or up to a maximum of \$35.00 of the cost, if any, of medical examinations pertaining to renewal of drivers class "B" license, provided the driver presents the bill stating it relates to renewal of license medical.

ARTICLE 11:00 JURY DUTY

ARTICLE 11:01

The Company per Labour Code will grant a leave of absence without loss of seniority, to any employee who is required to jury duty or serve as a juror or who is subpoenaed as a witness in any court. The Company shall pay such employee the difference between his/her normal earnings and the payment received from the court. Such payment as aforesaid includes payment for travelling, meals, and other expenses. The employee will present proof of service together with recapitulation of the amount of pay and expenses which he/she received, it being understood that an employee who attends court on his/her own time, shall not be required to account for any monies received in respect of such attendance, nor shall he/she be entitled to receive any payment from the Company.

ARTICLE 11:02

Off duty employees similarly required to attend any court of jurisdiction, whether or not under subpoena, including pre trial hearings, where in the Company is co-defendant or plaintiff, or when required to appear under summons by the crown as a witness in any matter wherein the Company is included, shall be reimbursed for personal time lost up to eight (8) hours per day, at straight time (charter rate) on condition that any witness fee payable to the Employee shall revert to the Company.

ARTICLE 12:00 BEREAVEMENT ALLOWANCE

ARTICLE 12:01

The Company will grant a three (3) day leave of absence with pay to an employee in the event of the death of a member of his/her immediate family which is deemed to include parent, child, spouse, sister, brother, mother-in-law, father-in-law, grandchildren and grandparents. The above leave of absence will be for the purpose of making arrangements and attending the funeral. It will be a maximum of three (3) regular scheduled working days immediately prior to and including the day of the funeral. In the event of the death of a brother-in-law or sister-in-law, an employee will be granted the day of the funeral only, with pay, provided it is a regular working day and the employee is attending the funeral. Additional days off without pay are available with prior notice, including relatives living in employees homes.

ARTICLE 13:00 VACATION ALLOWANCES

ARTICLE 13:01

Vacation Pay -- Employees with less than one (1) year of service shall be entitled to vacation pay in accordance with the Canada Labour Code. Employees who have completed one (1) or more years of service with the Company shall be entitled to four (4) per cent of their gross earnings.

Employees who have completed six (6) or more years of service with the Company will be entitled to six (6) per cent of their gross earnings.

All vacation pay to be calculated and paid bi-weekly.

ARTICLE 13:02

Paid Holidays -- To qualify for any paid holiday, an employee must have worked his last full day as scheduled by the Employer before the holiday and his/her first full work day as scheduled by the Employer after the holiday and twelve (12) of the twenty eight (28) days preceding the holiday.

The holidays recognized are as follows:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
REMEMBRANCE DAY	

If Remembrance Day falls on a regularly scheduled work day, Easter Monday will be paid in lieu of Remembrance Day.

All employees who work on a recognized holiday will be paid holiday pay for that day worked plus pay according to the Canada Labour Code for working on the day of a recognized holiday.

ARTICLE 14:00 REPORT TIME AND CALL OUT PROVISIONS

ARTICLE 14:01

Drivers will be notified of a school cancellation either by phone or by radio station; CHSC a.m. 1220, CJRN a.m. 710, CHOW 1470 a.m.. In this event, the drivers will be paid at 1 hr. of the Charter driving rate. In the event that school is cancelled during your run, then drivers will be paid 100% of their a.m. rate.

ARTICLE 14:02

Charter Cancellation -- Minimum rate for charter cancellation/show-up, excluding charters connecting within forty-five (45) minutes of an a.m. noon or p.m. run.

In region trip	1 hour at charter driving rate
Out of region trip	2 hours at charter driving rate

ARTICLE 14:03

Time calculated for all public vehicle charters (non school groups) begins fifteen (15) minutes before scheduled pick-up time and ends fifteen (15) minutes after return of charter party to pick-up point. Unless said charter connects up with a regular school run, in which case fifteen minutes (15) does not apply.

ARTICLE 14:04

The Company shall be responsible for the pre-arranging of room accommodations and expense of same for overnight charters. Eight (8) hours pay at driver's hourly charter driving rate will be paid for each twenty-four (24) hr. period of layover at the destination, and or proportionate payment for partial layover of the twenty-four (24) hrs.

ARTICLE 14:05

A sufficient amount of Company money shall be available to the employee for the charter trips prior to leaving on the charter.

ARTICLE 14:06

Drivers will be paid, when regular staff is unavailable for washing their

own bus at one (1) hour of the regular Charter rate. Out of town drivers (drivers who live out of town) are to be paid at one (1) hour of the regular Charter rate when requested by the office that they bring their bus in for repairs or service. This includes drop-off and pick-up of bus.

ARTICLE 14:07

Drivers who are required to wait while their bus is being repaired will be compensated one (1) hour at the charter rate if the waiting exceeds one half (1/2) hour.

ARTICLE 14:08

If an employee is asked by management to drive a bus other than on school or charter runs, ie. evaluations, Pyetts, Harpers, Eastgate they will be compensated at the hourly charter rate.

ARTICLE 15:00 WAGES AND RATES OF PAY

ARTICLE 15:01

Cheques shall be issued bi-weekly every other Thursday.

ARTICLE 15:02

A) School run pay will be calculated on the time formula as follows:

Time from point of first scheduled pick-up of passengers, to the point of last discharge of passengers and the return to the point of first pick-up, via the shortest route.

Total time for the a.m. and p.m. runs will determine the scale of pay the employee falls into.

B) The Company agrees to pay drivers after being out on their school run over one (1) hour past their recorded normal finish time, as a result of inclement weather, a rate as follows:

The hourly charter driving rate for each hour over, or a portion of, over the initial hour at the start. Drivers must report this time to the dispatcher immediately to be entitled to compensation.

ARTICLE 15:03

Health and Safety Committee Meetings as scheduled monthly, employees participating in same will be compensated at the hourly charter rate. This Committee will include one member of the Association Executive.

ARTICLE 15:04

See Schedule "A"

SCHEDULE "A" - All wages effective
September 1 of contract year.

Flat rated in region drop-off/pick-up return trips.

<u>WELLAND TO:</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Balls Falls	19.44	19.63	19.83
Choir to Crossley (1 way)	9.18	9.27	9.36
Crowland	11.67	11.79	11.91
E.L. Crossley	11.67	11.79	11.91
Fort Erie	22.02	22.24	22.46
Niagara Falls	18.13	18.31	18.49
Niagara on the Lake	23.32	23.55	23.79
Port Colborne	11.67	11.79	11.91
Port Dalhousie	19.44	19.63	19.83
Port Weller	19.44	19.63	19.83
Prudhommes	20.75	20.96	21.17
Queenston	22.02	22.24	22.46
Ridgeway	18.13	18.31	18.49
St. Catharines	18.13	18.31	18.49
St. Johns	11.67	11.79	11.91
Sugar Bush	19.44	19.63	19.83
Thorold	13.13	13.26	13.39
Wainfleet	12.99	13.12	13.25
Whirlpool Golf/Bridge	19.44	19.63	19.83
<u>FONTHILL TO:</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Balls Falls	17.47	17.64	17.82
Fort Erie	23.32	23.55	23.79
Niagara Falls	18.13	18.31	18.49
Niagara on the Lake	23.32	23.55	23.79
Port Colborne	15.55	15.71	15.87
Port Dalhousie	16.17	16.33	16.49
Port Weller	16.17	16.33	16.49
Prudhommes	19.66	19.86	20.06
Queenston	20.10	20.30	20.50
Ridgeway	20.10	20.30	20.50
St. Catharines	14.24	14.38	14.52
St. Johns	10.69	10.80	10.91
Sugar Bush	17.47	17.64	17.82
Thorold	13.13	13.26	13.39
Wainfleet	14.50	14.65	14.80
Welland	11.69	11.81	11.93
Whirlpool Golf/Bridge	17.47	17.64	17.82

<u>FORT ERIE TO:</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Ridgeway	11.67	11.79	11.91
St. Johns	23.32	23.55	23.79

<u>PORT COLBORNE TO:</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Balls Falls	22.72	22.95	23.18
Choir to Crossley (1 way)	9.18	9.27	9.36
E.L. Crossley	15.55	15.71	15.87
Fort Erie	18.13	18.31	18.49
Niagara Falls	20.75	20.96	21.17
Niagara on the Lake	27.22	27.49	27.76
Port Dalhousie	21.40	21.61	21.83
Port Weller	21.40	21.61	21.83
Prudhommes	25.12	25.37	25.62
Queenston	25.94	26.20	26.46
Ridgeway	12.02	12.14	12.26
St. Catharines	20.75	20.96	21.17
St. Johns	15.55	15.71	15.87
Sugar Bush	22.72	22.95	23.18
Thorold	15.07	15.22	15.37
Wainfleet	11.67	11.79	11.91
Welland	11.67	11.79	11.91
Whirlpool Golf/Bridge	21.40	21.61	21.83

<u>WAINFLEET TO:</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Balls Falls	22.72	22.95	23.18
E.L. Crossley	14.50	14.65	14.80
Fort Erie	23.31	23.54	23.78
Niagara Falls	23.31	23.54	23.78
Niagara on the Lake	29.79	30.09	30.39
Port Colborne	11.67	11.79	11.91
Port Dalhousie	25.28	25.53	25.79
Port Weller	25.28	25.53	25.79
Prudhommes	25.67	25.93	26.19
Queenston	28.34	28.62	28.91
Ridgeway	19.44	19.63	19.83
St. Catharines	23.32	23.55	23.79
St. Johns	14.50	14.65	14.80
Sugar Bush	22.72	22.95	23.18
Thorold	18.13	18.31	18.49
Welland	12.99	13.12	13.25
Whirlpool Golf/Bridge	21.40	21.61	21.83
In Town	10.69	10.80	10.91

Bingo	20.41	20.61	20.82
Shoppers	14.45	14.59	14.74

All flat rate charters that exceed 15 minutes in total waiting time shall be reported to the office.

SCHOOL WAGES:	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
0-90 Minutes	26.54	26.94	27.34
91-120 Minutes	27.82	28.24	28.66
121-150 Minutes	29.31	29.75	30.20
151-180 Minutes	31.23	31.54	32.01
181-210 Minutes	33.11	33.61	34.11
211-240 Minutes			36.57
241-270 Minutes			39.45

KINDERGARTENS/LATE RUNS:	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
0-45 Minutes	12.51	12.64	12.70
46-60 Minutes	12.97	13.10	13.17
61-75 Minutes	13.55	13.69	13.76
76-90 Minutes	14.12	14.26	14.33
91-105 Minutes	14.72	14.87	14.94
106-120 Minutes	15.28	15.43	15.51
121-135 Minutes	15.85	16.01	16.09

INDUSTRIAL ARTS:	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Wainfleet to YMCA	14.89	15.04	15.12
St. Andrews	13.05	13.18	13.25
All Others	10.80	10.91	10.96

SERVICE/WASH:	7.77	7.77	7.77
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HOURLY CHARTER RATE:	7.88	7.96	8.04
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MEAL ALLOWANCE:	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
After 5 hours	7.65	7.73	7.81
After 8 hours	8.97	9.06	9.15
After 12 hours	10.36	10.46	10.56

ARTICLE 16:00 GENERAL UNDERSTANDING

ARTICLE 16:01

A) Buses shall start the school year thoroughly cleaned inside and out. It is the drivers responsibility to sweep his/her bus and any spare bus being used daily. It is also the drivers responsibility to schedule his/her bus in for a outside wash as conditions dictate.

ARTICLE 16:01

B) Sweeping Buses -- Drivers who do not sweep their buses on a regular daily bases will be docked one (1) hour charter driving rate from their wages if another driver refuses to drive their bus because of inside dirt and garbage. Drivers who deem it necessary to exercise this article must bring it to the attention of office staff before taking his/her bus from the yard.

ARTICLE 16:02

Association dues are to be deducted once a year, in the month of January. New employees are deducted after six (6) months probation. The company agrees to collect association membership fees and pay such fees to the association (Treasurer) as they are deducted.

ARTICLE 16:03

The Company agrees to supply the drivers with a notice of Professional Development Days when the school term begins.

ARTICLE 16:04

The Company agrees to put arctic blades on the buses during the winter months, both sides on request.

ARTICLE 16:05

The Company shall use its discretion to supply out of town buses with containers of oil, windshield washer fluid, anti-freeze coolant and heavy duty scraper.

ARTICLE 16:06

It is the drivers responsibility to inform the office at least two (2) days prior to requested time off for a personal appointment booked in order to have his/her runs covered. Emergencies will receive consideration.

ARTICLE 16:07

It shall be understood that the Association business shall be conducted solely by the Association and the Company shall not involve itself with any Association business, unless agreed upon by the Association. It shall be understood that in any instance where a situation or discrepancy arises, or a desired change arises, that is not in the collective agreement, the Company and the appropriate Association representatives shall meet and collectively bargain to a solution. Also that the agreed upon solution shall be voted on by the membership and if passed, shall become a valid part of the collective agreement.

ARTICLE 16:08

Either party hereto may move to amend this agreement by giving written notice of intention to amend, at least sixty (60) days and not more than ninety (90) days prior to the expiration date of this agreement.

In the event that an agreement is not reached before September of the next school year when negotiations for a new contract or amendments to the existing contracts are in progress, both parties shall apply for conciliation on September 30th, of that year, unless mutually agreed otherwise.

ARTICLE 16:09

The terms of this Contract are in effect as of September 1, 1995, and remain in force for three (3) full years thereafter, unless terminated by mutual agreement.

DATED AT WELLAND, ONTARIO, THIS 19th DAY OF December A.D. 1995

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

CHARTERWAYS TRANSPORTATION LIMITED
DRIVERS

WELLAND CLASS "B"
