

**REVISIONS AS OF SEPTEMBER 2003**

**VOLUNTARY COLLECTIVE AGREEMENT**

**BETWEEN**

**LIDLAW TRANSIT LTD (WELLAND DIVISION)**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS LOCAL 175**

**EFFECTIVE SEPTEMBER 1, 2003 TO AUGUST 31, 2006**

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**Laidlaw Transit Welland, a Division of Laidlaw Transit Ltd., herein after called the Company and UFCW Local 175, herein after called the Union and non-salaried Class B drivers, Class E drivers and monitors, 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 its 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 recognise that the maintenance of harmonious relations require the co-operation and good faith of the Company and the Union. The Company and the Union agree not to discriminate in any way against an employee because of their Union membership or activity, colour, religion, political views, or national origin **or sexual orientation.**

### ARTICLE 2:02

**The Union and the Employer agree that every employee has the right to work in an environment free from any form of harassment. The workplace is defined as anywhere where Laidlaw is conducting company business. The Employer and the Union agree to co-operate with each other in the prevention and elimination of harassment, as quickly as possible.**

## **ARTICLE 3:00 RECOGNITION**

### ARTICLE 3:01

- A) The Company recognises **that** the Union **is** the exclusive collective bargaining agency for all non-salaried Class B and Class E licensed drivers and monitors. The Company also recognises the executive of the Union as the negotiating committee for the Union.
- B) In the interest of promoting understanding of this Agreement, the Company will print and supply present and future employees with a copy of this Agreement. It is the employee's responsibility to ensure they receive a copy of the Agreement.
- C) **The Company further recognizes that the Union will be granted fifteen (15) minutes at the new drivers meeting to review the contract.**

### ARTICLE 3:02

- A) The Company also recognizes **that** the executive of the Union is the grievance Committee for the Union.
- 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 Union.
- C) **All employees have the right to representation during a scheduled disciplinary meeting with the company. Prior to any such scheduled disciplinary meeting the Union will be given reasonable notice to ensure proper representation. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question and the Union shall receive a copy of such written reprimand, warning or disciplinary measure within ten (10) working days of the meeting, except that an extension of time may be requested in order to complete an investigation.**

### ARTICLE 3:03

No Employee shall be 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:

- i) To operate and manage its business in all respects in accordance with its obligations:
  - i) To direct the working force of the Company, to maintain order, discipline, and efficiency and to establish and enforce reasonable rules, regulations, policies and procedures to be observed by the employees:
  - ii) The Union 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 General

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 probation until he/she has worked for the Company for a period of six (6) months.

B) Upon completion of the probation period as aforementioned, an employee's service shall be backdated to the date of his/her 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.

C) (i) The Company shall maintain three (3) seniority lists, one (1) for regular drivers, one for monitors and one (1) list for spare drivers and spare monitors.

(ii) In order to retain seniority on the spare list, all drivers must work a minimum of six (6) runs in any three (3) month period.

(iii) **Drivers who fail to work the minimum of six (6) runs in any three month period will not retain seniority.**

D) (i) **Definition of Regular Drivers or Monitors:** Drivers or monitors who have a regular, every day AM/PM work assignment.

(ii) **Definition of Spare Drivers or Monitors:** Drivers or monitors who do not have a regular, every day AM/PM work assignment.

#### ARTICLE 4.02 Posting **criteria**

A) Geography, 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, geography seniority shall determine the increase or decrease, as the case may be.

B) If the Company should select a driver trainer, fuel person or bus washer etc. from the bargaining unit, he/she will be excluded from the bargaining unit when performing that duty. Nevertheless, the person performing such a dual function does not forego their rights under this collective agreement, including the filing of a grievance, on any issue regarding the driver portion of their duties.

#### ARTICLE 4:03 Lay-offs and Recalls

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 4:04 Runs and Parkouts

A) (i) That the school and Senior's runs be broken down into geographical regions of:

Port Colborne, **(including Sherkston)**

Welland, **(including Dain City, Cooks Mills)**

Pelham,

Wainfleet and  
Fort Erie. **(including Ridegway, Stevensville and Crystal Beach**

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. **Driver's home area is determined by the address on current driver's license.**

B) The Union recognizes 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 an outside location.

C) **Normally, a regular driver or monitor will not be required to driver out of their own geographical area to pick up monitors, other drivers or buses.**

ARTICLE 4:05 Seniority Lists

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 Union **upon request.**

ARTICLE 4:06 School Break Periods

It is understood and agreed that the duties of a driver with an AM/PM, noon **or late run** will 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 **"voluntary termination"**.

ARTICLE 4:07 Recall

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 Employee Information

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. The company upon request will notify the Union of such changes.

#### ARTICLE 4:09 Loss of Seniority

An employee shall lose his/her seniority standing with the Company and be deemed to **have voluntarily terminated their employment** under the following circumstances:

- i) If the employee voluntarily **terminates their employment**
- ii) If the employee is discharged and such discharge is not reversed through grievance or arbitration procedure herein.
- iii) If the employee is laid-off for a period in excess of twelve (12) months.
- iv) If the employee fails to return to work following a lay-off in accordance with article 4:06 herein.
- v) If the employee fails to comply with the terms of a leave of absence granted to him/her, as per Article 5:00 in the agreement.

#### ARTICLE 4:10 Seniority Dates

A) Where two (2) or more employees have the same starting date, seniority will be calculated by time and date of passed MTC Road Test, or in the case of an employee possessing a 'B' or 'E' class license prior to hiring, the starting date shall determine seniority. The scheduling of MTC Road Tests will be done **alphabetically**.

B) Monitors actual hiring date shall determine their seniority. Should a monitor decide to train for either a 'B' or 'E' license, they must forfeit their seniority. The new seniority date will be calculated by time and date of passed MTC Road Test.

#### ARTICLE 4:11 Job Postings

**A) All new and existing positions in the bargaining unit will be posted five (5) working days when vacancies occur or are known. Applications will be submitted on forms supplied by the company and will be received and secured by management. If the employee meets the requirements as set out in article 404: A and has the highest seniority, then said employee will be awarded that position.**



- B) 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.
- C) If no one in the bargaining unit wishes to fill the position, then the Company may seek application elsewhere.
- D) It is the employee's responsibility to come in and check postings in office. The office will announce the posting on the date it goes up on Laidlaw's two-way radio system. Postings are removed at 5:00 PM on the fifth (5<sup>th</sup>) day. When the run is awarded, the Company will display on the drivers board in the driver's room who got the run. The Company will provide a copy to the Union upon request.

#### ARTICLE 4:12 Time and Mileage and Route Sheets

A) The Company agrees to supply to the Union 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. 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. The Company will notify the drivers of a reasonable due date. If the employee does not hand in the time and mileage sheet by this date, any retro pay will be forfeited and pay will revert to the minimum of the pay schedule.

\*\* Any and all route changes must be authorized by the Company prior to implementation by the driver.

- B) In the event that the Company requires an employee to completely rewrite a route sheet a third time in that school year as a result of a school board change, the driver will receive one hour of pay at the hourly rate for that third occurrence and any other such recurrence for the remainder of the school year.
- C) One dry run per route before or during start up will be paid at the hourly rate for no less than one hour upon submission of a pay adjustment. When over one hour, it will be paid at the hourly rate for each additional 15 minute increment.

#### ARTICLE 5:00 LEAVE OF ABSENCE

##### ARTICLE 5:01

- A) Employees may request a leave of absence, which shall be presented in writing, in triplicate: one copy each for the Company, the employee and the Union. The time limit for a leave of absence shall be one year, except in the case of illness. The employee shall provide at least five (5) working days notice. Special considerations will be given to emergency situations.
- B) Leaves of absence without pay for personal reasons (i.e. other than bona fide sickness or accident) may be granted at the Company's discretion. If for some reason the Company cannot agree to the leave of absence, the Union is to be notified immediately.

C) 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/she is capable of handling the same: subject to discussion with the Company. The Company will provide notification to the Union.

D) Upon return from a personal leave of absence, the employee shall be returned to the employee's regular route or run provided the leave has been for no more than fifteen (15) working days. If the leave is of a duration greater than fifteen (15) working days, the employee will be provided with a vacant route or run in accordance to Article 4:04 A), but not necessarily the one performed at the time the leave commenced.

E) An employee who is on a personal leave of absence which is less than three (3) months shall continue to accrue seniority during the leave period. Employees on a leave of absence of greater than three (3) months and less than one year shall not accumulate seniority during the leave period.

#### ARTICLE 5:02

Employees taking time off for sickness or for any other reason shall, when ready to resume 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.

#### ARTICLE 5:03 Education/Union Convention Leave

**A) The employer shall grant leave of absence without pay to members to attend Union conventions or educational sessions subject to the needs of the operations and demands of its business. Such leave must be applied for at least two (2) weeks in advance and all leaves for all employees shall not exceed twenty (20) working days per year.**

**An employee elected or appointed to a paid full-time position within the Union, shall be granted leave of absence without pay.**

#### ARTICLE 6:00 STRIKES AND LOCKOUTS

##### ARTICLE 6:01

**During the term of this agreement, the Union agrees that it will not call, authorize, encourage, or support any strike, suspensions or slowdowns of work, picketing by members of the Union on the premises of Laidlaw or any other interference with Laidlaw's business, and the company agrees that there will be no lockout. Strike and lockout are understood as defined by the Canada Labour Code.**

## ARTICLE 7:00 GRIEVANCE PROCEDURES

### ARTICLE 7:01

Should any dispute arise between the Company and an employee or the Union as to the interpretation, application or alleged violation of any of the provisions of this collective agreement, an earnest effort **will** 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 five (5) 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 three (3) working days thereafter.

**STEP 1** The employee concerned and the Union 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 **will** 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 Union Representative and the Union Steward will on behalf of the employee, present the grievance, in writing, **stating specifically which article is at issue, (if applicable)** to the General Manager or his designate, within five (5) working days after a decision has been reached at Step 1. They **will** discuss the grievance and the General Manager or his designate will send a written reply to the Union no later than five (5) working days after such discussion. The grievor will 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 **will** be taken by the party concerned within the time limits set forth, or the grievance **will** 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 General Manager or his designate, then the Union may within thirty (30) working days from the date of receipt of reply of the General Manager 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 **will** be given to the employee in every case within three (3) working days of discharge and a copy of same, **will** be delivered to the Union representative as well.

#### ARTICLE 7:05

The settlement of any grievance during the steps of the grievance procedure **will** 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 Union, 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 it's 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 Union 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 routes will be filled according to article 4.04 A) i) and ii). Temporary routes will be filled by spare drivers according to article 4.04 A) i) and ii). All temporary routes shall become permanent after twelve (12) months, **and will be posted**

**as such.** Unless the employee who vacates the route no longer retains his/her seniority in which case the vacancy will be considered to be permanent immediately,

B) Once a driver accepts a vacant route, he/she cannot return to the old position for the remainder of the school year.

#### ARTICLE 9:02 New Routes

Any new or vacant route created prior to school start-up in September, will be assigned by the Company temporarily. These routes **including out of area routes**, will then be posted after school start up among the initial postings for the school year for bidding.

#### ARTICLE 9:03

The Company agrees to not use any "B" or "E" licensed drivers that are not school bus driver status i.e. (mechanics or office staff) 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 route is to be filled, it shall be awarded to the driver with the most seniority who has the qualifications required to perform the work in accordance with Article 4:04.

B) If the Company has agreed to a written request for a medical leave from a regular driver which exceeds **thirty** (30) days or more, the route will be posted immediately as a temporary route. This temporary route will be assigned as per Article 4:04.

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

- i) The geographic location considered most 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,
- ii) Seniority: when two (2) or more employees are relatively equal geographically.

D) All kindergarten routes, will have a personal alternate that will be assigned by seniority, first by drivers from same school with the proper vehicle size, at the beginning of the school year, as per article 9:00 assignment of work.

#### ARTICLE 9:04 Charters

A) (i) A sign-up form for all **bargaining unit members** will be made available for Charter/**extra work** work, with the understanding that all drivers who wish to be listed on the "CHARTER/**EXTRA WORK BOARD**" for the purposes of driving charters shall submit to the office personnel this form within ten (10) working days after the commencement of the school terms in September and January **and March.**

(ii) Drivers active on the spare list are not eligible for any "extra work" i.e. charters, unless the regular driver list has been exhausted. If requested in writing by the Charter group, it will be at Management's discretion.

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

C) Drivers who want to work on their Professional Development day must sign the extra work form. A driver will be given a run provided that run is a one day vacancy occurring on that driver's P.D. day.

D) Drivers' children are not allowed on the bus during highway charters.

#### ARTICLE 9:05 School Charters

A) **(i)Local Charters** – Charters that operate within the same municipality will be considered local charters. They operate within the geographical areas outlined in Article 4:04 inclusive.

**(ii)Regional Charters** – Charters that operate within the Regional Municipality of Niagara

**(iii)Highway Charters** – Charters that operate to destinations outside of the Regional Municipality of Niagara

B) **(i)The company will assign all charters according to the following criteria:**

**1) Drivers must be signed up on the charter sign up sheet**

**2) All Charters will be assigned to the senior driver with required vehicle size from the school requesting the said charter. When all drivers from the school refuse, then assignment will go to the driver with the most seniority with the required vehicle size and within the city of the first pick up point whenever possible.**

**(3) If the charter is destined for the United States, the employee must have a valid I.C.C. license**

**(4) All charters will be assigned with the least impact to AM/PM and kindergarten work.**

#### ARTICLE 9:06 Public Charters

A) **Any charter not considered a school charter will be classified as a Public Charter.**

B) **Public charters will be assigned to the driver with the most seniority and required vehicle size within the city limits of the first pick up point whenever possible.**

C) **If the charter is destined for the United States, the employee must have a valid I.C.C. license.**

D) **All charters will be assigned with the least impact to AM/PM and kindergarten work.**

## **ARTICLE 9.07 CHARTER CANCELLATION**

Minimum rate for charter cancellation/show-up, excluding charters connecting within **thirty (30)** 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 9:08

The Company **will** be responsible for the pre-arranging of **reasonable** 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 9:09

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

B) Fuel allowance, tokens and bridge tolls should be calculated as part of this Company money.

### ARTICLE 9:10

**When a charter group requests a specific driver for public charters, the union agrees provided a request form be provided to the union when possible prior to said charter.**

### ARTICLE 9:11

**The company agrees to work with a Union Representative to review charter allocating on a bi-weekly basis.**

### ARTICLE 9:12

Time calculated and paid for all public 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 10:00 MEDICAL EXAMINATIONS**

### ARTICLE 10:01

The Company agrees to reimburse 100% up to a maximum of \$75.00 (\$85.00 effective September 2004 and \$95.00 effective September 2005 and \$100.00 effective September of 2006) 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. **The company will identify walk in clinics that provide**

**MTO medicals for \$75.00 or less. Payment will be made as a non-taxable reimbursement.**

## ARTICLE 11:00 JURY DUTY

### ARTICLE 11:01

The Company **as per the** Labour Code will grant a leave of absence without loss of seniority, to any employee who is **summoned** 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 (hourly 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, brother-in-law, sister-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.

Additional days off without pay are available with prior notice

Employees opting for only a partial day of leave in the event of the death of any of the above, will be paid for the portion of the day not worked.



## ARTICLE 13:00 VACATION AND HOLIDAY 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 paid annually on the 1<sup>st</sup> payday in December on a separate cheque.**

### 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 recognised are as follows:

NEW YEARS DAY  
GOOD FRIDAY  
VICTORIA DAY  
CANADA DAY  
EASTER MONDAY

LABOUR DAY  
THANKSGIVING DAY  
CHRISTMAS DAY  
BOXING 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 recognised holiday. Holiday pay is to be paid on all regularly scheduled work that the driver would have completed that day.

## ARTICLE 14:00 REPORT TIME AND CALL OUT PROVISIONS

### ARTICLE 14:01

**Drivers will be notified of a school cancellation by listening to one of the radio stations posted, or on Laidlaw's two way radio system.** In this event, the drivers will be paid at **1.5 hrs.** of the hourly driving rate. In the event that school is cancelled during your run, then drivers will be paid 100% of their a.m. rate.

## ARTICLE 15:00 WAGES AND RATES OF PAY

### ARTICLE 15:01

Payment will be made to employees on a bi-weekly basis, every other Friday.

## 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 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.

C) Drivers required by the Company to assist with another driver's run will be compensated at no less than \$6.00. If a driver does more than half of a driver's run, they will be paid with an amount proportional to the portion of the run covered.

D) If a driver agrees to do a run other than his/her own, they will be paid at the higher of the two rates.

## ARTICLE 15:03

Health and Safety Committee Meetings: As scheduled monthly, employees participating in this meeting will be compensated at the hourly rate. This Committee will include one member of the Union Executive **and two (2) driver representatives.**

Safety Workshop: As required by the Company all drivers must attend a minimum number of safety workshops annually. Any paid safety workshops will be paid at the hourly rate.

Labour Management Meetings: All four (4) members of the Union executive attending regularly scheduled meetings will be compensated at the hourly rate.

## ARTICLE 15:04

If asked by the company to attend a meeting with the principal of the school, a driver will be compensated at the hourly rate for a minimum of one (1) hour. Over one (1) hour will be paid one (1) plus each fifteen (15) minutes thereafter based on the hourly rate

**Student Management meetings: Meetings at schools for student management issues only. Office must be notified prior to any meeting, to be paid to a maximum of one half (1/2) an hour of the hourly rate.**

## ARTICLE 15:05

Drivers will be paid, when regular staff is unavailable, for washing their own bus at one (1) hour of the hourly rate. Out of town drivers (drivers who live out of

town) are to be paid at one (1) hour of the hourly 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. Drivers who drive from Fort Erie will be paid one and one half (1 ½) hours at the hourly rate for bringing their bus in for repairs or service

#### ARTICLE 15:06

Drivers who are required to wait while their bus is being repaired will be compensated **on a minute by minute basis if the waiting exceeds one quarter (1/4) hour.**

#### ARTICLE 15:07

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

### ARTICLE 16:00 GENERAL

#### ARTICLE 16:01

A) Buses **will** 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 and to maintain the cleanliness of the vehicle's interior. It is also the drivers responsibility to schedule his/her bus in for a outside wash as conditions dictate.

B) Sweeping Buses -- Drivers who do not sweep or maintain the cleanliness of their buses on a regular daily bases will be docked one (1) hour of the hourly 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

The company agrees to deduct from the pay of each employee, the regular initiation fee and the regular union dues on a weekly basis. The company will remit such initiation fees and dues to the Union prior to the fifteenth (15<sup>th</sup>) day of the month following the month in which such deduction is made.

#### ARTICLE 16:03

The Company agrees to supply the drivers with a notice of Professional Development Days **and early dismissals as available**, 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, a heavy duty scraper and a broom. At the company's discretion, extension cords and timers will be given to drivers required to plug in their buses during cold weather. Upon return of the extension cord, the driver will be compensated seventy-five (\$75.00) for the cost of hydro.

#### 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 **will** be understood that Union business **will** be conducted solely by the Union and the Company **will** not involve itself with any Union business, unless agreed upon by the Union. It will 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 Union representatives **will** meet and collectively bargain to a solution. Also that the agreed upon solution **will** be voted on by the membership and if passed, **will** become a valid part of the collective agreement.

#### ARTICLE 16:08

There will be a summer sign up sheet distributed prior to the end of the school year. Summer school routes will be assigned in accordance with article 404 (a)(i) and (ii). The Union can upon request have access to the summer run sign up allocation

#### ARTICLE 16:09

- a) Employees may file a written request to the Branch Manager to view their personal file in the presence of an authorized Company representative and an Union representative. Such a request will be granted within five (5) working days.

**A) Except in the case of a serious accident or incident, all disciplinary items will be removed from the employee's file after a two (2) year period. The purging of the personnel file will happen in July/August of each year.**

#### ARTICLE 16:10

Either party hereto may move to amend this agreement by giving written notice of intention to amend, at least sixty (60) days prior to the expiration date of this agreement.

#### ARTICLE 16:11      REMITTANCE INFORMATION

THE COMPANY AGREES TO SUPPLY ALL INFORMATION CURRENTLY SUPPLIED TO THE FORMER ASSOCIATION TO THE UNION, UFCW LOCAL 175.

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 EXISTING CONTRACTS ARE IN PROGRESS, BOTH PARTIES SHALL APPLY FOR CONCILIATION ON SEPTEMBER 30<sup>TH</sup>, OF THAT YEAR UNLESS MUTUALLY AGREED OTHERWISE.

The terms of this contract are in effect as of September 1<sup>st</sup>, 2003 and remain in force for three (3) full

years thereafter, unless terminated by mutual agreement.

DATED AT WELLAND, ONTARIO, THIS 26TH DAY OF JULY, 2004

FOR THE EMPLOYER:

LIDLAW EDUCATION SERVICES  
A DIVISION OF LIDLAW TRANSIT LTD.

FOR THE UNION:

UNITED FOOD & COMMERCIAL WORKERS  
LOCAL 175

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Gerry McIlhone  
Branch Manager

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Kelly Tosato  
Representative

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Karen Burnett  
Chief Steward

\_\_\_\_\_

\_\_\_\_\_  
Jim Montgomery

\_\_\_\_\_

\_\_\_\_\_  
Kim Gamble

\_\_\_\_\_  
Sylvie Garner

Schedule A

Includes all HTS work

(1) Combined AM/PM Run Rates

		Sept 2002	Sept 2003	Sept 2004	Sept 2005
Category	Route Time	Rate			
1	0-90	30.35	31.12	31.98	32.86
2	91-105	31.09	31.86	32.74	33.64
3	106-120	31.44	32.24	33.12	34.04
4	121-135	32.69	33.50	34.42	35.36
5	136-150	33.15	33.98	34.92	35.88
6	151-165	34.59	35.44	36.40	37.40
7	166-180	35.16	36.04	37.04	38.06
8	181-195	36.76	37.68	38.72	39.78
9	196-210	37.48	38.42	39.46	40.56
10	211-225	39.31	40.30	41.42	42.54
11	226-240	40.22	41.22	42.36	43.52
12	241-255	42.29	43.36	44.54	45.76
13	256-270	43.16	44.24	45.46	46.72
	Each Increment to 1.07	Year 1	Year 2	Year 3	
	additional be paid at a	1.10	1.13	1.16	
	15 minutes rate of \$1.10				

(2) Noon Independent  
Shuttles, Noon Runs

(3) Late Runs, KG

		Sept 2002	Sept 2003	Sept 2004	Sept 2005
1	0-45	13.98	14.33	14.72	15.13
2	46-60	14.47	14.83	15.24	15.66
3	61-75	15.08	15.46	15.88	16.32
4	76-90	15.67	16.06	16.50	16.96
5	91-105	16.31	16.72	17.18	17.65
6	106-120	16.90	17.32	17.80	18.29
7	121-135	17.50	17.94	18.43	18.94

**Schedule B**

		Sept 2003	Sept 2004	Sept 2005
(1)	Hourly Rate	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$10.00</b>
	Includes: Non Home to School Work not otherwise addressed in this agreement.			
(2)	Monitor Rate	8.76	9.00	9.25
(4)	Meal Allowance			
	After 5 hours	8.46	8.69	8.93
	After 8 hours	10.25	10.53	10.81
	After 12 hours	12.30	12.64	12.99

\* A retroactive pay/signing bonus paid. (\$200.00 for Reg. Part time & \$100.00 for spare/monitors)

**Schedule C: Charter Rates**

Rates for September 2003-2004

Rates apply to flat rated charters within the established regions drop off/pick-up return trips

	Wainfleet	W Lincoln	Grimsby	Lincoln	Pelham	St Kitts	Thorold	Welland	Port C	NOTL	N Falls	Fort Erie
Wainfleet	\$12.99	\$16.24	\$20.56	\$20.56	\$16.24	\$25.97	\$20.56	\$16.24	\$16.24	\$32.47	\$25.97	\$20.56
W Lincoln	\$16.24	\$12.99	\$16.24	\$16.24	\$16.24	\$25.97	\$20.56	\$20.56	\$20.56	\$25.97	\$25.97	\$25.97
Grimsby	\$20.56	\$16.24	\$12.99	\$16.24	\$20.56	\$20.56	\$25.97	\$25.97	\$25.97	\$25.97	\$32.47	\$38.96
Lincoln	\$20.56	\$16.24	\$16.24	\$12.99	\$16.24	\$20.56	\$20.56	\$20.56	\$25.97	\$20.56	\$25.97	\$32.47
Pelham	\$16.24	\$16.24	\$20.56	\$16.24	\$12.99	\$20.56	\$16.24	\$16.24	\$20.56	\$25.97	\$20.56	\$25.97
St Kitts	\$25.97	\$25.97	\$20.56	\$16.24	\$20.56	\$12.99	\$16.24	\$20.56	\$25.97	\$20.57	\$20.56	\$25.97
Thorold	\$20.56	\$20.56	\$25.97	\$20.56	\$16.24	\$16.24	\$12.99	\$16.24	\$20.56	\$25.97	\$25.97	\$20.56
Welland	\$16.24	\$20.56	\$25.97	\$20.56	\$16.24	\$20.56	\$16.24	\$12.99	\$16.24	\$25.97	\$20.56	\$20.56
Port C	\$16.24	\$20.56	\$25.97	\$25.97	\$20.56	\$25.97	\$20.56	\$16.24	\$12.99	\$16.24	\$20.56	\$16.24
NOTL	\$32.47	\$25.97	\$25.97	\$20.56	\$25.97	\$16.24	\$20.56	\$25.97	\$25.97	\$12.99	\$16.24	\$20.56
N Falls	\$25.97	\$25.97	\$32.47	\$25.97	\$20.56	\$20.56	\$16.24	\$20.56	\$20.56	\$25.97	\$12.99	\$16.24
Fort Erie	\$20.56	\$25.97	\$38.96	\$32.47	\$25.97	\$25.97	\$20.56	\$20.56	\$16.24	\$20.56	\$16.24	\$12.99

Rates for September 2004-2005

Rates apply to flat rated charters within the established regions drop off/pick-up return trips

	Wainfleet	W Lincoln	Grimsby	Lincoln	Pelham	St Kitts	Thorold	Welland	Port C	NOTL	N Falls	Fort Erie
Wainfleet	13.35	16.69	21.13	21.13	21.13	26.68	21.13	16.69	16.69	33.36	26.68	21.13
W Lincoln	16.68	13.35	16.69	16.69	16.69	26.68	21.13	21.13	21.13	26.68	26.68	26.68
Grimsby	20.56	16.69	13.35	16.69	21.13	21.13	26.68	26.68	26.68	26.68	33.36	40.03
Lincoln	21.13	16.69	16.69	13.35	16.69	16.69	21.13	21.13	26.68	21.13	26.68	33.36
Pelham	16.69	16.68	21.13	16.69	13.35	21.13	16.69	16.69	21.13	16.69	21.13	26.68
St Kitts	26.69	26.68	21.13	16.69	21.13	13.35	16.69	21.13	26.68	21.13	21.13	26.68
Thorold	21.13	21.13	26.68	21.13	16.69	16.69	13.35	16.69	21.13	26.68	26.68	21.13
Welland	16.68	21.13	26.68	21.13	16.68	21.13	16.69	13.35	16.68	26.68	21.13	21.13
Port C	16.68	21.13	26.68	26.69	21.13	26.68	21.13	16.69	13.35	16.69	21.13	16.69
NOTL	33.36	26.68	26.68	21.13	26.69	16.69	21.13	26.68	26.68	13.35	16.69	21.16
N Falls	26.69	26.68	33.36	26.68	21.13	21.13	16.69	21.13	21.13	26.68	13.35	16.69
Fort Erie	21.13	26.68	40.03	33.36	26.68	26.68	21.13	21.13	16.68	21.13	16.69	13.35

2005-2006	Wainfleet	W Lincoln	Grimsby	Lincoln	Pelham	St Kitts	Thorold	Welland	Port C	NOTL	N Falls	Fort Erie
Wainfleet	13.72	17.14	21.71	21.71	21.71	27.42	21.71	17.14	17.14	34.28	27.42	21.71
W Lincoln	17.14	13.72	17.14	21.71	21.71	27.42	21.71	21.71	21.71	27.42	27.42	27.42
Grimsby	21.71	17.14	13.72	17.14	21.71	21.71	27.42	27.42	27.42	27.42	34.28	41.13
Lincoln	21.71	17.14	17.14	13.71	17.14	21.71	21.71	21.71	27.42	21.71	27.42	34.28
Pelham	17.14	17.14	21.71	17.14	13.72	21.71	17.14	17.14	21.71	21.71	34.28	27.42
St Kitts	27.42	27.42	21.71	17.14	21.71	13.72	17.14	21.71	27.42	21.71	27.42	27.42
Thorold	21.71	21.71	27.42	21.71	17.15	17.14	13.72	17.14	21.71	27.42	21.71	21.71
Welland	17.14	21.71	27.42	21.71	17.14	21.71	21.71	13.72	17.14	27.42	21.71	21.71
Port C	17.14	21.71	27.42	27.42	21.71	27.42	21.71	17.14	13.72	17.14	27.42	17.14
NOTL	34.28	27.42	27.42	21.71	27.42	17.14	21.71	27.42	27.41	13.72	17.14	21.71
N Falls	27.42	27.42	34.28	27.42	21.71	21.71	17.14	21.71	21.71	27.41	13.72	17.14



Fort Erie	21.71	27.42	41.13	34.28	27.42	27.42	21.71	21.71	17.14	21.71	17.14	13.72


**Letter of Understanding  
2003**

**Dated December 30,**

Between

Laidlaw Education Services

And

(United Food and Commercial Workers Local 175)

The company agrees that Leaves of absence for Educational/Union Business purposes will have no affect whatsoever on any of the company's bonus systems, for the duration of the current collective agreement.

For the company

Gerry McIlhone  
Branch Manager