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COLLECTIVE AGREEMENT

BETWEEN

**LIDLAW TRANSIT LTD
(WELLAND DIVISION)**

AND

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

EFFECTIVE SEPTEMBER 1, 2006 TO AUGUST 31, 2009

11346 (05)

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ARTICLE 1 – RECOGNITION

- 1.01 a) The Company agrees to recognize the United Food and Commercial Workers Canada Local 175 as the exclusive bargaining agent for all non salaried Class B and Class E licensed drivers and monitors.
- b) The Company shall grant the Union fifteen (15) minutes at the new drivers meeting to make introductions and review the contract. The Company shall hold new drivers meetings every 8 weeks.

ARTICLE 2 – DISCRIMINATION

- 2.01 The parties recognize 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, age, national origin or sexual orientation.
- 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 Laidlaw is conducting company business. The Employer and Union agree to co-operate with each other in the prevention and elimination of harassment as quickly as possible.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the terms of this Collective Agreement, it is the right of the Employer to:
- a) operate and manage its business in all respects in accordance with its obligations;
- b) 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;
- c) 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;
- d) 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 an employee to keep his/her Company vehicle at an outside location.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

4.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this agreement, there will be no strike, picketing, slowdown, or stoppage of work, either complete or partial and Company agrees that there will be no lockout.

ARTICLE 5 – UNION SECURITY

5.01 All employees covered by this agreement who, on the date of the signing of this agreement, are Union members in good standing or may become Union members in good standing, shall as a condition of employment maintain Union membership.

All new employees hired as of the date of the signing of this agreement, shall, as a condition of employment, become Union members upon date of hire, shall, as a condition of employment, remain Union members in good standing.

All new employees will be provided with the Application for Membership form upon hire. The Employer shall instruct employees to deposit completed forms in the Union mail box.

5.02 Check-Off

The Company agrees to deduct from wage due and payable to each employee coming within the scope of the bargaining unit in each calendar month, the regular monthly Union dues. Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.

The required Union initiation fee will be deducted by the Company from new employees' pay, from which the first dues deduction is made.

The Company will transmit the total amounts so deducted to the Secretary-Treasurer of Local 175 United Food and Commercial Workers, 2200 Argentia Rd., Mississauga, Ontario, L5N 2K7, on or before the fifteenth (15th) day of each month of the month following the deduction. The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro

Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following current Information, as known by the Company.

1. Full name (Last/First/Initials)
2. Union Dues deducted
3. Total dues deducted
4. Back dues owing
5. Initiation fees deducted
6. Total initiation fees deducted

The Company will show the amount collected for Union dues on the employees' T-4 slip each year.

The Union agrees to save the Company harmless from any action growing out of the agreed deductions and commenced by employees against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Secretary-Treasurer of the Union.

ARTICLE 6 – RELATIONSHIP

- 6.01 The use of the masculine gender in this agreement shall also be considered to include the feminine.
- 6.02 A bulletin board for the use of the Union shall be made available at a mutually satisfactory location. The Union may post material relating to notices of Union meetings, conventions and Union appointment
- 6.03 A Representative of the Union may enter the Company premises to observe the performance of this agreement or to interview employees. It is agreed such Representative shall first notify the Branch Manager or designate of his/her presence on the premises.

ARTICLE 7 – STEWARDS AND UNION OFFICIALS

- 7.01 The Union shall appoint or otherwise select a Committee composed of not more than five (5) members. The Union shall designate one of the five as the Chief Steward. The Company shall recognize and meet with said Committee on any matter arising during the term of this agreement. The employer shall not be required to meet with more than two (2) stewards at any time.
- 7.02 The Union grievance committee, for all employees of the Company shall consist of the Chief Steward and the Steward concerned.

7.03 The Union shall supply the Company with a list of Stewards and Union officials. The Union shall inform the Company in writing of any changes that may occur from time to time. The Company shall not recognize an employee as a Steward or Union official unless previously notified in writing by the Union of such election or appointment.

7.04 The Company will recognize a negotiating committee of the following:

- Chief Steward
- Three (3) seniority employees to be elected or appointed by the Union.

7.05 The Company agrees that, whenever a disciplinary interview is held with an employee that becomes part of his/her record regarding his/her work or conduct, a steward shall be present as a witness. The employee may request that the steward leave the meeting.

- a) In the event a steward is not available, the condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record shall be postponed until the steward is available.
- b) If the meeting is held without the steward, any conclusions verbal or written shall be null and void except in the case where the employee requested the steward to leave.
- c) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in questions shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be needed in order to complete an investigation. In the event the extension is needed the employer shall notify the Union.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 In this agreement "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this agreement.

8.02 Any grievance may be presented to the Company within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the Grievor.

8.03 a) The time limits specified in this agreement are exclusive of weekends and holidays.

- b) Where a decision with respect to a grievance is not rendered by the Company within the prescribed time limits, it shall proceed to the next step of the procedure up to and including arbitration.

8.04 No employee shall have a grievance until he/she has discussed his/her complaint with the Operations Manager, with his Steward in attendance should the employee so desire. The Company will meet with the Grievor as soon as possible to try to resolve the complaint. If the Company does not promptly settle the matter to the employee's satisfaction, the employee's proper grievance shall be processed as follows:

STEP 1 The employee concerned and the Union Steward shall within ten (10) working days after the date of receiving the Company's answer, present the grievance in writing to the Branch Manager, who shall give his/her 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 At this step the written grievance shall be presented to the General Manager or his designate, within five (5) working days after a decision has been reached at Step 1. A meeting will be held between the grievance committee together with the Grievor involved and the General Manager, together with other representatives of management. A staff representative of the Union will also be present at this meeting. The General Manager or his designate shall give his written reply to the Chief Steward (a copy also to be faxed to the Union office) within five (5) days of such meeting.

If the General Manager's reply is not satisfactory to the Grievor, then the grievance may be referred to arbitration as outlined in Step 3 below.

STEP 3 In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within thirty (30) days from the delivery of the decision at Step 2 to the Chief Steward but thereafter.

The arbitration procedure incorporated in this agreement shall be based on the use of a single Arbitrator, which shall be mutually agreed upon by the parties. If the parties fail to agree on an Arbitrator, the appointment shall be referred by either party to the Department of Labour Canada to name the sole Arbitrator. The decision of the Arbitrator shall be binding on both parties. The

expense of the Arbitrator, if any shall be borne in equal shares by the Company and the Union and shares shall be paid direct to the Arbitrator by each. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement not to alter, modify, or amend any part of this agreement.

8.05 Union Policy Grievance

A Union policy grievance may be submitted to the Company in writing within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the Grievor. A meeting between the Company and the Union shall be held within a reasonable amount of time of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 8.04 hereof. The Company shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory the grievance may be submitted to arbitration within thirty (30) days of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

8.06 Discharge

- a) A claim by an employee that he/she has been discharged contrary to this agreement shall be treated as a grievance and shall commence at Step 2 of Article 8.04 and provided a written grievance signed by the employee and his Steward is presented to the designated official of the Company within five (5) days after the discharge. The Company agrees to notify the Chief Steward of all discharges in writing.
- b) The discharge of a probationary employee shall be at the discretion of the Employer and such discharge shall not be the subject of a grievance. Where a seniority rated employee has been suspended or discharged, he will be given an opportunity to interview his Steward or in his absence another available Union official.

8.07 Labour Management

All Stewards attending the monthly Labour Management meetings, which shall not exceed four (4) shall be paid at the hourly rate, all minutes of the meeting will be approved by Union and management and shall be posted on the Union bulletin board.

ARTICLE 9 – SENIORITY

9.01 Probationary Period

- a) A new employee shall be termed a probationary employee and will not be considered a seniority employee until he/she has worked for the Company for a period of six (6) months, which will include all school break periods.
- b) Upon completion of the probation period as aforementioned, an employee's seniority date shall be back dated to the date of his/her hiring by the Company.
- c) Where two (2) or more employees have the same starting date, seniority will be calculated by time and date of passed MTO 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 MTO Road Tests will be done alphabetically.

9.02 Seniority is the principal preference to employees for promotions and lay-offs. Assignment of runs and all other matters shall be 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.

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

9.04 a) In order to maintain seniority on the spare list, all drivers must work a minimum of ten (10) runs in any three (3) month period.

b) Drivers who fail to work the minimum of ten (10) runs in any three month period will not retain seniority.

c) Definition of regular drivers or monitors: Drivers or monitors who do not have a regular scheduled work assignment.

d) Definition of spare drivers or monitors: Drivers or monitors who do not have a regular scheduled work assignment.

9.05 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 the time and date of passed MTO Road Test. Should a driver decide to become a monitor they shall forfeit their seniority.

- 9.06 An employee shall lose his/her seniority standing with the Company and be deemed to be terminated if:
- a) If the employee voluntarily terminates their employment.
 - 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 14.03 herein.
 - e) If the employee fails to comply with the terms of a leave of absence granted to him/her.
 - f) If the employee fails to report to work for three (3) consecutive working days without a valid reason.

ARTICLE 10 – JOBPOSTING/SIGN UP PROCEDURE/NOTICE OF ROUTES

- 10.01 The Company agrees to provide the Union on or before November 1st of each year, a complete list of all present runs indicating the route number and rate of pay.

The Company will endeavor to post routes in advance of the signup subject to the Company having received route information from the Board. In any event the Chief Steward shall be contacted and advised of the routes prior to the commencement of route selection by employees. The Chief Steward or Steward shall be present during the signup.

- 10.02 Prior to the start of the school year, employees shall be given the opportunity to exercise their seniority in selecting their work assignments, in accordance with the provisions of this article.

Employees may elect to keep their previous posted run/s year after year (am, pm, noon shuttle and kindergarten).

The Company shall provide employees with a form in August to determine if they wish to keep their route/s or participate in the sign up process in August.

Selection of route/s applies to AM/PM runs and all known extra school work as defined in this Article.

After sign up in August is completed, all routes that becomes available as a result of the initial sign up process and or all new routes shall be posted once more in

November. At this time all employees shall be given the opportunity to bid on the routes based on seniority.

After November sign up, any permanent and new vacancies shall be posted and filled in accordance with seniority. All secondary vacancies shall be filled in the following manner and shall be posted in the following year's sign up process.

The vacant secondary run shall first be offered by seniority to drivers working out of the geographical area in which the run is allocated.

Thereafter, the run shall be offered to the most senior spare driver who does not hold an assigned piece of work.

10.03 All runs shall be broken down into geographical region as follows:

- City of Welland (including Dain City, Cooks Mills, Pelham and Port Robinson)
- City of Fort Erie (including Ridgeway, Stevensville and Crystal Beach)
- City of Port Colborne (including Sherkston)
- Wainfleet

10.04 Once an AM/PM run is selected through the bid process and or the posting process, the bus must be parked in that region and all other extra work, charters, etc. shall be awarded using your AM/PM run as your region of operation.

10.05 When the starting or finishing point of a run is in one or more of the geographical regions then the geographical region shall be determined by the majority of run.

10.06 Employees may only successfully bid on 2 permanent job postings per school year following the initial signup.

10.07 Drivers whose runs that have been eliminated prior to or after the signup process, or whose existing run has been restructured or whose run requires a change in vehicle size i.e. Big bus to van, or has been removed by the request of the customer, the driver shall be notified immediately and shall;

- a) Elect to maintain the restructured run and or change in vehicle size subject to article 10.04 or
- b) Select any vacant or temporarily assigned run or

- c) Displace the most junior regular driver in their geographical area (the area of which your run was eliminated) or
- d) Be moved to spare driver status or
- e) Where there is no regular work available, accept layoff

10.08 Temporary Vacancies

A position that the employer anticipates to be vacant for 30 or more days, the employer shall assign the vacancy in the following manner.

The run will be offered by seniority to spare drivers able to complete the whole vacancy.

10.09 Extra School Work

Extra school work includes all pieces of work affiliated with school, excluding AM/PM runs and charters. This includes but is not limited to late runs, D&T runs, cyber, kindergarten runs, gifted runs and ESL runs. Drivers will be required to sign an extra school work sheet, to indicate their willingness to perform this work.

Known extra school work shall be posted and bid upon in conjunction with the sign up procedures.

In the event that extra school work becomes available after the August signup, the work will be offered by seniority to senior drivers in the geographical area (the area in which you hold your current run) who have signed the extra school work sheet.

10.10 It is the employee's responsibility to come in and check for postings in office. The office will announce the posting on the date it goes up on Laidlaw's two-way radio system. The announcements will be made with AM/PM announcements on each subsequent day until postings are removed. Postings are removed at 5:00 PM on the fifth (5th) day. When the work is awarded, the Company will display on the bulletin board in the Driver's room the successful applicant. The Company shall provide a copy to the Union of all successful applicant postings.

10.11 Any new or vacated monitor position shall be posted and filled according to seniority within the geographical area. Geographical areas for monitors shall be where they live.

ARTICLE 11 – TIME AND MILEAGE

11.01 All employees shall be paid the base rate for the first week of school.

Employees shall then be paid based on the time and mileage sheets.

All employees are required to fill out and submit a time and mileage sheet within the first week of school, employees who fail to submit or submit challenged sheets shall continue to be paid the base rate until such time as they complete a time and mileage or the challenged sheet is resolved.

Any differences between the base rate and the actual time and mileage sheets being submitted shall be paid retro actively.

In any event all time and mileage sheets must be submitted by September 30th of each year.

11.02 Time and mileage shall be calculated by the point of first pick-up to your last drop-off and then back to your first pick-up.

11.03 Any and all route changes must be authorized by the company prior to implementation.

11.04 a) 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.

b) One dry run per route before or during start-up will be paid at the hourly rate for no less than one hour upon the submission of a pay adjustment. When over one hour, it will be paid at the hourly rate for each additional 15 minute increment.

11.05 Normally, a regular driver or monitor shall not be required to drive out of their own geographical area to pick up monitors, other drivers or buses. In the event this is required the driver or monitor shall be compensated at the hourly rate.

11.06 It is agreed that the purpose of employing a school bus monitor is to assist the driver in monitoring the student behaviors of all riders, by observing and altering the driver of any emergencies or concerns. The sole responsibility of circle checking the school bus, driving, loading and unloading of passengers lies with the driver only.

ARTICLE 12 – REPORT TIME AND CALL OUT PROVISIONS

12.01 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 13 – LAYOFF AND RECALL

13.01 School Break Periods

It is understood and agreed that all employees 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".

13.02 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.

13.03 Recall

If an employee is laid-off for reasons other than those set forth in Article 13.01 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.

13.04 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 Employer shall instruct employees to deposit a copy in the Union mail box.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 a) Employees may request a leave of absence which shall be presented in writing. The employee will provide five (5) working days notice where possible.
- 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.
- 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. 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 twenty (20) working days. If the leave is of duration greater than twenty (20) working days, the employee will be provided with a vacant route or run in accordance to Article 10, 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 one (1) year shall continue to accrue seniority during the leave period.
- f) Employees taking time off for sickness or for any other reasons shall, when ready to resume driving, let the Company know before 12:00 noon that they wish to resume driving the following day. After an absence due to sickness, a medical certificate, stating fitness to drive may be requested.

14.02 Bereavement

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.

14.03 Jury Duty

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 traveling, 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.

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.

14.04 Maternity and Parental Leave

Maternity and parental leave shall be granted in accordance with the Canada Labour Code.

ARTICLE 15 – UNION/CONVENTION LEAVE

15.01 Employees shall be granted a leave of absence without pay in order to attend to Union business, Education conventions or conferences subject to the following limitations:

- a) no more than four (2) employees at one time; an additional two (2) employees may be granted a leave subject to operational requirements.
- b) at least two (2) weeks' notice of request for such leave will be given by the Union in writing.

15.02 Union Leave

An employee who is elected or appointed to a full-time position with the Union shall, upon one (1) week's notice be granted a leave of absence without pay or benefits for a period not to exceed the term of this Agreement and upon one (1) week's notice of his desire to return to work with the Company, shall be placed in

the position previously held, or one at an equal rate of pay, and seniority during such leave of absence shall accrue.

ARTICLE 16 – STAT HOLIDAYS AND HOLIDAY PAY

16.01 To qualify for any paid holiday, an employee must have worked his/her 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. The holidays recognized are as follows:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
EASTER MONDAY (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. Holiday pay is to be paid on all regularly scheduled work that the driver would have completed that day.

ARTICLE 17 – VACATION PAY

17.01 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) percent of their gross earnings.

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

All vacation pays to be paid annually on the 1st payday in December on a separate cheque.

ARTICLE 18 – HEALTH AND SAFETY

18.01 It is the policy of the Company to work towards the elimination of industrial accidents by the use of every reasonable precaution and by the aggressive promotion of safety practices in the work place.

The Company will make reasonable provisions for the safety and health of its employees during working hours. The Company agrees to abide by the provision of the Canada Labour Code.

The Company and the Union will name a Health and Safety committee comprising of not more than (3) Union representatives who are employees of the Company. Such committees shall meet once every month. One (1) management representative and one (1) Union representative who are members of the committee shall make a safety tour of the workplace once a month. Minutes from all monthly meetings to be approved by the Union Co-chair and posted on the Safety Board.

Health and Safety Committee members shall be paid at the hourly rate for attendance at all committee meetings.

An employee who is injured at work and requires medical attention and who a doctor determines is unable to return to work shall be paid for the balance of his regular hours in the day upon which the injury occurred.

As required by the Company all drivers, spare drivers and monitors must attend a minimum number of safety workshops annually. All workshops shall be paid at the hourly rate.

ARTICLE 19 – GENERAL

- 19.01 Buses will start the school year thoroughly cleaned inside and out. The Company will supply a sign off sheet that will indicate areas cleaned, the driver will sign before they leave the yard indicating the bus is satisfactory. In the event the bus is not satisfactory, there shall be a Company representative available to deal with the situation.
- 19.02 It is the driver's 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 driver's responsibility to schedule his/her bus in for an outside wash as conditions dictate.
- 19.03 The Company agrees to supply the drivers with a notice of Professional Development Days and early dismissals, as available when the school term begins.
- 19.04 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 cords and timers, the driver will be compensated one hundred (\$100.00) for the cost of hydro.
- 19.05 It is the driver's responsibility where possible to inform the office at least ten (10) days prior to requested time off for a personal appointment. Emergencies shall receive consideration.

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

Except in the case of a serious accident or incident, all disciplinary items will be removed from the employee's personal file after an eighteen (18) month period.

ARTICLE 20 – CHARTERS

20.01 A sign-up form for all employees will be made available for Charter / Extra work, with the understanding that all drivers who wish to be listed on the "Charter / Extra Work Board" for the purpose of driving charters / extra work shall submit to the office personnel this form that shall be provided in August, December, March and June of each year for work to be performed in September, January, April and July.

20.02 a) 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 a charter group requests a specific driver, it will be at managements' discretion to allow that request. Public charters are the only charters that may be requested. The group requesting a specific driver must make the request in writing, if requested by the Union the Company shall provide a copy of the written request.

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

An employee's name will be removed from the ICC list after three (3) refusals of ICC charters (of a minimum of 24hrs 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 for any charters unless approved by the company.

20.03 Description of Charters

- a) Local Charters: Charters that operate within the same municipality will be considered local charters. They operate within the geographical areas outlined in Article 10.
- b) Regional Charters: Charters that operate within the Regional Municipality of Niagara.
- c) Highway Charters: Charters that operate to destinations outside of the Regional Municipality of Niagara.
- d) School Charter: Schools serviced by the employer

20.04 The Company will assign school charters according to the following criteria:

Drivers must be on the charter extra work sign-up sheet.

All charters will be assigned first to the senior driver who holds an AM and PM run with the required vehicle size from the school requesting said charter.

Secondly to the driver with the most seniority, with the required vehicle size within the city of the first pick-up point whenever possible.

If the Charter is destined for the United States, the driver must hold a valid I.C.C. license.

20.05 The Company shall assign Public Charters according to the following criteria:

Any charter not considered school, will be classified as a public.

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

If charter is destined for the United States the driver must hold a valid I.C.C. license.

All drivers will be assigned with the least impact to AM/PM and kindergarten work.

20.06 Charter Cancellation

Minimum rate for the charter/cancellation/show-up, excluding charter connecting within thirty (30) minutes for an A.M./P.M. or noon run.

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

20.07 The Company will be responsible for the pre-arranging of reasonable room accommodations and expenses of same for overnight charters. Ten (10) hours pay at driver's hourly charter driving rate will be paid for each twenty-four (24) hr. period. A meal allowance in the amount of \$20.00 per day shall be paid.

- 20.08 a) A sufficient amount of Company money will be made available to the employee for the charter trips prior to leaving on the charter.
- b) Fuel allowance, tokens and bridge tolls will be calculated as part of this Company money.

20.09 The Company agrees to post the daily Charter sheets in the Drivers room. The Charters shall be posted in the morning following such charters. Charter sheets shall remain posted for five (5) calendar days. Employees are responsible for noting any misallocations and following the proper procedures as per Article 8 of the Collective Agreement.

ARTICLE 21 – MEDICAL EXAMINATION

21.01 The Company agrees to reimburse 100% of the cost, if any, to a maximum of one hundred ten (\$110.00) dollars of medical examinations pertaining to the renewal of any applicable license, provided the employee presents the bill stating it relates to the renewal of the applicable license. Effective September 1, 2007 increase to (\$120.00). Effective September 1, 2008 increase to (\$130.00).

ARTICLE 22 – WAGES AND RATES OF PAY

22.01 Wage rates shall be paid in accordance with schedule "A", "B" and "C" attached to this agreement.

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

- 22.03 a) 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, as rate as follows:

The hourly driving rate of 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.

- b) Drivers required by the Company to assist with another driver's run will be compensated at no less than \$8.00. 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.
- c) If a driver agrees to do a run other than his/her own, they will be paid at the higher of the two rates.

22.04 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) hour plus each fifteen (15) minutes thereafter based on the hourly rate.

Meetings at schools for student management issues only. The Branch Manager or Operations Manager to be notified prior to any meeting, to be paid a maximum of one half (½) hour of hourly rate.

22.05 Drivers will be paid, when regular staff is unavailable for washing their own bus. The Branch manager or Operations Manager must be notified prior to drivers washing their own bus and upon approval they will be granted a maximum of one (1) hour at the hourly rate.

22.06 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 in the following areas: Port Colborne and Wainfleet.

Drivers who drive from Fort Erie will be paid one and one half (1½) hours at the hourly rate to bring their bus in for repairs or service.

Out of area drivers requested by the Employer to cover a piece of work shall be paid one (1) hour (1.5 Fort Erie) at the hourly rate plus the applicable rate.

22.07 Drivers who are required to wait while their bus is being repaired will be compensated one (1) hour at the hourly rate if the waiting exceeds one quarter (¼) hour.

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

ARTICLE 23 – DURATION

23.01 This agreement shall be in full force and effect from September 1, 2006 to August 31, 2009, and from year to year thereafter unless either party gives notice in writing to the other of termination or of amendment anytime within ninety (90) days prior to the date of expiration.

Pending and during the conduct of negotiations either for a new contract or to amend the existing contract, this agreement shall remain in full force and effect.

DATED AT WELLAND, ONTARIO THIS _____ DAY OF _____, 2007.

FOR THE EMPLOYER:
LAIDLAW TRANSIT LTD,

FOR THE UNION:
UFCW CANADA, LOCAL 175

SCHEDULE "A"

(1) Combined AM/PM Run Rates

Sept. 2006 Sept. 2007 Sept. 2008

Category	Route Time	Rate	Rate	Rate
1	0-90	\$33.78	\$34.73	\$35.77
2	91-105	\$34.58	\$35.55	\$36.62
3	106-120	\$34.99	\$35.97	\$37.05
4	121-135	\$36.35	\$37.37	\$38.49
5	136-150	\$36.88	\$37.91	\$39.05
6	151-165	\$38.45	\$39.53	\$40.72
7	166-180	\$39.13	\$40.23	\$41.44
8	181-195	\$40.89	\$42.03	\$43.29
9	196-210	\$41.70	\$42.87	\$44.16
10	211-225	\$43.73	\$44.95	\$46.30
11	226-240	\$44.74	\$45.99	\$47.37
12	241-255	\$47.04	\$48.36	\$49.81
13	256-270	\$48.03	\$49.37	\$50.85

** Effective September 1, 2003 each additional 15 minute increment to be paid at a rate of \$1.18 September 1, 2006, increase to \$1.20 September 1, 2007, increase to \$1.22 September 1, 2008.

Noon Independent Shuttles

Noon Runs

(3) Late Runs

Kindergarten

Sept. 2006 Sept. 2007 Sept. 2008

1	0-45	\$15.43	\$15.74	\$16.05
2	46-60	\$15.97	\$16.29	\$16.62
3	61-75	\$16.65	\$16.98	\$17.32
4	76-90	\$17.30	\$17.65	\$18.00
5	91-105	\$18.00	\$18.36	\$18.73
6	106-120	\$18.66	\$19.03	\$19.41
7	121-135	\$19.32	\$19.71	\$20.10

SCHEDULE "B"

Sept. 2006

Non Driving Rate

\$10.20

Includes: Non Home to School Work not otherwise addressed in this agreement.

Driving Rate

2006

2007

2008

Hourly Rate

\$10.35

\$10.71

\$11.03

Monitor Rate Schedule

2006

2007

2008

Hourly Rate

\$9.39

\$9.51

\$9.76

Meal Allowance Rate Schedule

After 5 Hours

\$10.00

After 8 Hours

\$15.00

After 12 Hours

\$20.00

* A retro signing bonus of \$300.00 per regular/part-time employee.

* A retro signing bonus of \$150.00 for active spares and monitors.

All charters outside Schedule C will be paid at the hourly rate based on total time (from pick up to drop off including any wait time).

Two pick-up points and one drop off point or vice versa, to be paid an additional \$3.55 for each and every pick up or drop off added to rates as per Schedule C.

Shuttling paid as per hourly rate schedule.

Schedule C: Charter Rates

**Schedule C: 3.25% Increase
Effective September 1st, 2006**

Applies to flat rated charters within the Established regions drop-off/pick-up return trips taking place between school hours

	WAINFLEET	W. LINCOLN	GRIMSBY	LINCOLN	PELHAM	ST. KITTS	THOROLD	WELLAND	PORT C.	N.O.T.L.	N. FALLS	F. ERIE
WAINFLEET	\$14.16	\$17.70	\$22.42	\$22.42	\$17.70	\$28.31	\$22.42	\$17.70	\$17.70	\$35.39	\$28.31	\$22.42
W LINCOLN	\$17.70	\$14.16	\$17.70	\$17.70	\$17.70	\$28.31	\$22.42	\$22.42	\$22.42	\$28.31	\$28.31	\$28.31
GRIMSBY	\$22.42	\$17.70	\$14.16	\$17.70	\$22.42	\$22.42	\$28.31	\$28.31	\$28.31	\$28.31	\$35.39	\$42.47
LINCOLN	\$22.42	\$17.70	\$17.70	\$14.16	\$17.70	\$22.42	\$22.42	\$22.42	\$28.31	\$22.42	\$28.31	\$35.39
PELHAM	\$17.70	\$17.70	\$22.42	\$17.70	\$14.16	\$22.42	\$17.70	\$17.70	\$22.42	\$28.31	\$22.42	\$28.31
ST. KITTS	\$28.31	\$28.31	\$22.42	\$22.42	\$22.42	\$14.16	\$17.70	\$22.42	\$28.31	\$17.70	\$22.42	\$28.31
THOROLD	\$22.42	\$22.42	\$28.31	\$22.42	\$17.70	\$17.70	\$14.16	\$17.70	\$22.42	\$22.42	\$17.70	\$22.42
WELLAND	\$17.70	\$22.42	\$28.31	\$22.42	\$17.70	\$22.42	\$17.70	\$14.16	\$17.70	\$28.31	\$22.42	\$22.42
PORT C	\$17.70	\$22.42	\$28.31	\$28.31	\$22.42	\$28.31	\$22.42	\$17.70	\$14.16	\$28.31	\$22.42	\$17.70
N.O.T.L.	\$35.39	\$28.31	\$28.31	\$22.42	\$28.31	\$17.70	\$22.42	\$28.31	\$28.31	\$14.16	\$28.31	\$22.42
N. FALLS	\$28.31	\$28.31	\$35.39	\$28.31	\$22.42	\$22.42	\$17.70	\$22.42	\$22.42	\$28.31	\$14.16	\$17.70
FORT E.	\$22.42	\$28.31	\$42.47	\$35.39	\$28.31	\$28.31	\$22.42	\$22.42	\$17.70	\$22.42	\$17.70	\$14.16

**Schedule C: 3.25% Increase
Effective September 1st, 2007**

Applies to flat rated charters within the Established regions drop-off/pick-up return trips taking place between school hours

	WAINFLEET	W. LINCOLN	GRIMSBY	LINCOLN	PELHAM	ST. KITTS	THOROLD	WELLAND	PORT C.	N.O.T.L.	N. FALLS	F. ERIE
WAINFLEET	\$14.62	\$18.28	\$23.15	\$23.15	\$18.28	\$29.23	\$23.15	\$18.28	\$18.28	\$36.54	\$29.23	\$23.15
W LINCOLN	\$18.28	\$14.62	\$18.28	\$18.28	\$18.28	\$29.23	\$23.15	\$23.15	\$23.15	\$29.23	\$29.23	\$29.23
GRIMSBY	\$23.15	\$18.28	\$14.62	\$18.28	\$23.15	\$23.15	\$29.23	\$29.23	\$29.23	\$29.23	\$36.54	\$43.85
LINCOLN	\$23.15	\$18.28	\$18.28	\$14.62	\$18.28	\$23.15	\$23.15	\$23.15	\$29.23	\$23.15	\$29.23	\$36.54
PELHAM	\$18.28	\$18.28	\$23.15	\$18.28	\$14.62	\$23.15	\$18.28	\$18.28	\$23.15	\$29.23	\$23.15	\$29.23
ST. KITTS	\$29.23	\$29.23	\$23.15	\$23.15	\$23.15	\$14.62	\$18.28	\$23.15	\$29.23	\$18.28	\$23.15	\$29.23
THOROLD	\$23.15	\$23.15	\$29.23	\$23.15	\$18.28	\$18.28	\$14.62	\$18.28	\$23.15	\$23.15	\$18.28	\$23.15
WELLAND	\$18.28	\$23.15	\$29.23	\$23.15	\$18.28	\$23.15	\$18.28	\$14.62	\$18.28	\$29.23	\$23.15	\$23.15
PORT C	\$18.28	\$23.15	\$29.23	\$29.23	\$23.15	\$29.23	\$23.15	\$18.28	\$14.62	\$29.23	\$23.15	\$18.28
N.O.T.L.	\$36.54	\$29.23	\$29.23	\$23.15	\$29.23	\$18.28	\$23.15	\$29.23	\$29.23	\$14.62	\$29.23	\$23.15
N. FALLS	\$29.23	\$29.23	\$36.54	\$29.23	\$23.15	\$23.15	\$18.28	\$23.15	\$23.15	\$29.23	\$14.62	\$18.28
FORT E.	\$23.15	\$29.23	\$43.85	\$36.54	\$29.23	\$29.23	\$23.15	\$23.15	\$18.28	\$23.15	\$18.28	\$14.62

All charters outside Schedule C will be paid at the hourly rate based on total time (from pick up to drop off including any wait time).

Two pick-up points and one drop off point or vice versa, to be paid an additional \$3.55 for each and every pick up or drop off added to rates as per Schedule C.

Shuttling paid as per hourly rate schedule.

**Schedule C: 3% Increase
Effective September 1st, 2008**

Applies to flat rated charters within the Established regions drop-off/pick-up return trjmtaking dace between school hours

	WAINFLEET	W. LINCOLN	GRIMSBY	LINCOLN	PELHAM	ST. KITTS	THOROLD	WELLAND	PORT C.	N.O.T.L.	N. FALLS	F. ERIE
WAINFLEET	\$15.06	\$18.83	\$23.84	\$23.84	\$18.83	\$30.11	\$23.84	\$18.83	\$18.83	\$37.64	\$30.11	\$23.84
W LINCOLN	\$18.83	\$15.06	\$18.83	\$18.83	\$18.83	\$30.11	\$23.84	\$23.84	\$23.84	\$30.11	\$30.11	\$30.11
GRIMSBY	\$23.84	\$18.83	\$15.06	\$18.83	\$23.84	\$23.84	\$30.11	\$30.11	\$30.11	\$30.11	\$37.64	\$45.17
LINCOLN	\$23.84	\$18.83	\$18.83	\$15.06	\$18.83	\$23.84	\$23.84	\$23.84	\$30.11	\$23.84	\$30.11	\$37.64
PELHAM	\$18.83	\$18.83	\$23.84	\$18.83	\$15.06	\$23.84	\$18.83	\$18.83	\$23.84	\$30.11	\$23.84	\$30.11
ST. KITTS	\$30.11	\$30.11	\$23.84	\$23.84	\$23.84	\$15.06	\$18.83	\$23.84	\$30.11	\$18.83	\$23.84	\$30.11
THOROLD	\$23.84	\$23.84	\$30.11	\$23.84	\$18.83	\$18.83	\$15.06	\$18.83	\$23.84	\$23.84	\$18.83	\$23.84
WELLAND	\$18.83	\$23.84	\$30.11	\$23.84	\$18.83	\$23.84	\$18.83	\$15.06	\$18.83	\$30.11	\$23.84	\$23.84
PORT C	\$18.83	\$23.84	\$30.11	\$30.11	\$23.84	\$30.11	\$23.84	\$18.83	\$15.06	\$30.11	\$23.84	\$18.83
N.O.T.L.	\$37.64	\$30.11	\$30.11	\$23.84	\$30.11	\$18.83	\$23.84	\$30.11	\$30.11	\$15.06	\$30.11	\$23.84
N. FALLS	\$30.11	\$30.11	\$37.64	\$30.11	\$23.84	\$23.84	\$18.83	\$23.84	\$23.84	\$30.11	\$15.06	\$18.83
FORT E.	\$23.84	\$30.11	\$45.17	\$37.64	\$30.11	\$30.11	\$23.84	\$23.84	\$18.83	\$23.84	\$18.83	\$15.06

All charters outside Schedule C will be paid at the hourly rate based on total time (from pick up to drop off including any wait time).

Two pick-up points and one drop off point or vice versa, to be paid an additional \$3.55 for each and every pick up or drop off added to rates as per Schedule C.

Shuttling paid as per hourly rate schedule.

LETTER OF UNDERSTANDING#1

BETWEEN

**LIDLAW TRANSIT LTD.
(WELLAND DIVISION)**

AND

**THE UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

December 30, 2003

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.

Dated at Welland this ____ day of _____, 2007.

For the Company:

For the Union:

LETTER OF UNDERSTANDING#2

BETWEEN

**LIDLAW TRANSIT LTD.
(WELLAND DIVISION)**

AND

**THE UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

Re: On Call/Standby

Employees required to be on call/standby shall be paid a minimum of two hours at the hourly rate if not required to drive.

Dated at Welland this ____ day of _____, 2007.

For the Company

For the Union

LETTER OF UNDERSTANDING#3

BETWEEN

**LIDLAW TRANSIT LTD.
(WELLAND DIVISION)**

AND

**THE UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

The Company acknowledges that the following language included in schedule C Charter rates is included in this agreement.

All Charters outside schedule C will be paid at the hourly rate based on total time (from pick-up to drop-off including any waiting time).

Two pick-up points and one drop-off point or vice versa, to be paid an additional four (\$4.00) dollars for each and every pick-up or drop-off added to rates as per Schedule C.

Shuttling paid as per hourly rate schedule.

Dated at Welland this ____ day of _____, 2007.

For the Company

For the Union

LETTER OF UNDERSTANDING#4

BETWEEN

**LIDLAW TRANSIT LTD.
(WELLAND DIVISION)**

AND

**THE UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

Employees shall report immediately in complete detail all accidents including the names and addresses of all witnesses to the accident.

Dated at Welland this ____ day of _____, 2007.

For the Company

For the Union
