

# COLLECTIVE AGREEMENT

**BETWEEN:**

**LIDLAW TRANSIT LTD.  
(Bowmanville Branch)**

**AND:**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION, (C.A.W. CANADA) Local 4307**

*[Faint, illegible stamp or signature]*

---

**Duration of Agreement:  
May 28th, 2000 to May 27<sup>th</sup>, 2002**

## INDEX

ARTICLE 1 - PREAMBLE AND PURPOSE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - UNION SECURITY .....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - <b>NO</b> STRIKES OR LOCKOUTS.....	7
ARTICLE 6 - UNION COMMITTEE AND STEWARD.....	8
ARTICLE 7 - GRIEVANCE AND ARBITRATION.....	9
ARTICLE 8 - SENIORITY AND WORK ALLOCATION.....	12
ARTICLE 9 - PROMOTIONS.....	19
ARTICLE 10 - HOURS OF WORK.....	19
ARTICLE 11 - LEAVE OF ABSENCE .....	20
ARTICLE 12 - VACATIONS.....	22
ARTICLE 13 - PAID HOLIDAYS.....	23
ARTICLE 14 - PART TIME EMPLOYEES.....	24
ARTICLE 15 - SAFETY AND HEALTH.....	24
ARTICLE 16 - BULLETIN BOARDS .....	25
ARTICLE 18 - BULLETIN BOARDS.....	25
ARTICLE 17 - CORRESPONDENCE.....	25
ARTICLE 18 - GENERAL.....	26
ARTICLE 19 - TRAINING .....	27
ARTICLE 20 - DURATION OF AGREEMENT.....	28
SCHEDULE A .....	29

SCHEDULE B ..... 32  
LETTER OF UNDERSTANDING..... 36

## **COLLECTIVE AGREEMENT**

BETWEEN:

Laidlaw Transit Ltd (Bowmanville)  
(hereinafter referred to as the "Company" of the first part)

AND:

National Automobile, Aerospace, Transportation and General Workers Union  
(C.A.W. Canada) Local 4307  
(hereinafter referred to as the "Union" of the second part)

### **ARTICLE 1 - PREAMBLE AND PURPOSE**

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

### **ARTICLE 2 - RECOGNITION**

- 2.1 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issues by the Canada Labour Relations Board on the 30<sup>th</sup> day of December 1997, that is, all school bus drivers employed by Laidlaw Transit Ltd., operating in and out of its Terminal at Bowmanville, Ontario,

excluding supervisors and those above the rank of supervisor, office, clerical, full time trainer and dispatch person.

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

2.3 No Discrimination

(a) The Union and the Employer agree that all employees have the right to work in an atmosphere free from harassment on any of the prohibited grounds set out in the **Canadian Human Rights Act**. In particular, every employee has the right to be free from sexual solicitation or advance by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. An employee has the right to be free from a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

(b) Sexual harassment is defined as any comment, reference or physical conduct made with respect to one's sex that is known or ought reasonably to be known to be unwelcome by that person. Sexual harassment may involve but not be limited to any of the following:

Verbal and/or physical advances

Suggestive jokes

Offensive language

Gender based insults

Suggestive glances or leering

Comments or references to one's physical characteristics

Infringement on one's personal privacy and lifestyle

Standing unnecessarily close.

(c) The Employer's sexual harassment policy shall be posted in the workplace. This policy outlines the complaint process regarding sexual and workplace harassment complaints. All contacts shall be treated confidentially and without fear of reprisal.

Complaints involving bargaining unit employees may also be filed pursuant to the C.A.W. complaint procedure and the parties agree to jointly investigate and resolve these complaints.

The Employer shall be notified as soon as possible of any complaints of this nature. A complaint filed under this Article shall be handled

with all possible confidentiality. In settling the complaint every effort shall be made to discipline and relocate the harasser, not the victim. If the complainant(s) are not satisfied with the resolution of a complaint(s), they may file a complaint with the Canadian Human Rights Commission.

- (c) Any employee who is proven to have violated this policy on Sexual Harassment shall be firmly disciplined up to and including discharge.
- (d) There shall be, by neither the Company nor the Union, any discrimination, interference, restriction or coercion with respect to any employee in the matter of payment of negotiated wages, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, and sexual orientation, colour, national origin, political or religious affiliation, nor by reason of his membership or activity in the Union.

### **ARTICLE 3 - UNION SECURITY**

- 3.1 The Company shall deduct on the payroll for the last pay period in each month from wages due and payable to each employee coming within the scope of the Collective Agreement, an amount equivalent to the uniform monthly union dues of the Union, subject to the conditions and exceptions set forth hereunder.
- 3.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 3.3 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex.

- 3.4 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly union dues, as determined by the Union in accordance with its constitution.
- 3.5 If the wages of an employee payable on the payroll for the last pay paid in any month are insufficient (\$50.00 or less) to permit the deductions of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 3.6 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, and deductions for Group Insurance, shall be made from wages prior to the deduction of dues.
- 3.7 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than the fifteenth (15th) of the month following the date in which the deductions are made.
- 3.8 The Company shall not be responsible financially or otherwise, either to the Union or to any employee for failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
- 3.9 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article of this Agreement, all parties shall cooperate fully in defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company

from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

- 3.10 New Employees - On commencing employment the employee's immediate supervisor shall make every effort to introduce the new employee to his/her Union Steward or Representative at the earliest time. The Steward or Representative will provide him/her with a copy of the Collective Agreement.
- 3.11 New employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the National Automobile, Aerospace, Transportation and General Workers Union (C.A.W. Canada) Local 4307, is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Union with name, occupations, address and telephone numbers of each employee engaged during the term of this Agreement within fifteen (15) days from the date of engagement.
- 3.12 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Company to deduct monthly union dues, as a condition of their continued employment with the Company. This Clause is subject to mutual agreement between the Union and the Company as to continued employment.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Union acknowledges that the Company has all the normal and usual rights of management in running its business in all respects according with its obligations, including the following:
- (a) to maintain order, discipline and efficiency;
  - (b) to hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim by an employee that he/she has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;



- (c) to generally to manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;
  - (d) to make and alter from time to time rules, regulations and policies which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules, regulations and policies which are made or altered by the Company from time to time. In addition, the Company will provide the Union with reasonable advance notice on the establishment of new rules or policies or on amendments to current rules or policies. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or policy or any amendment to rule or policy. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or policies or amendments to rules or policies are implemented.
  - (e) except in cases of proven drinking on duty or proven dishonesty, or reporting for work under the influence of alcohol or banned substances, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. At any such hearings, an employee shall be entitled to be represented by a representative of their choice. The Company agrees to give forty eight (48) hours notice to members of the Union Committee in the event it contemplates the dismissal of an employee. Nothing in this Clause shall, however, deprive an employee of exercising his full rights under the Grievance Procedure as set out in this Agreement.
  - (f) All Letters of Understanding will be signed by the Business Agent/Representative of the Local and the Regional Vice President and/or Director of Human Resources or designate of Laidlaw Transit Ltd.
- 4.2 The Parties agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership or non-membership in the Union or any labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.
- 4.3 There will be no Union meetings of any kind called during normal working hours. The Union or any employees covered by this Agreement shall not

engage in Union activities during normal working hours or hold meetings of any kind during normal working hours.

- 4.4 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner which will permit employees to attend. The Company will communicate information regarding the meeting in advance, in its usual manner.
- 4.5 An employee may request in writing twice in any calendar year to review his/her own work record on the employer's files. Employees will also be granted this request at the conclusion of any discipline which may occur during their employment. Such review will be accommodated at the earliest convenience. A copy of any entry which relates to an employee's conduct shall be sent to the employee and to the Local Chairperson at the time any entry or document is placed in the file. In the case of a discipline for a driving or safety related and disciplinary suspension, a discipline will not be used against the employee after twenty four (24) months from the date of the discipline. In all other cases of discipline it shall be eighteen (18) months.
- 4.6 When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charge against him/her for a period longer than three (3) working days without the holding of a hearing by the Company concerning such matters, and the employee must be notified at least one (1) working day in advance of such hearing, with a copy of the notice being supplied to the Local Chairperson in advance.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and Lockout as defined in accordance with the prevailing practice of the Canada Labour Board.
- 5.2 It shall not be a violation of this Agreement when the employees refuse to cross an established picket line, or refuse to drive for or on behalf of any company where a strike is in progress.

Drivers must drive to a location where a strike ~~is~~ in process when arrangements have been made to unload the passengers outside of any picket line.

## **ARTICLE 6 - UNION COMMITTEE AND STEWARD**

- 6.1 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a Grievance Committee, and the Company undertakes to recognize and deal with both of these committees. The Company will recognize four (4) Stewards.
- 6.2 No person shall act as a Steward or negotiator who has not successfully completed his probationary period.
- 6.3 The Company Meetings between the employer and the Union Committee shall be held at times mutually agreeable to both Parties; not normally during working hours. A statement outlining the matters for discussion will be submitted by each Party not less than two days prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within seven (7) days, noting its agreement or disagreement pointing out any inaccuracies in the minutes and they shall be recorded. A copy shall be provided to the Union.
- 6.4 The Parties agree that Management and the Union Stewards in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.
- 6.5 The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.
- 6.6 In the cases of grievance it is understood and agreed that no more than three (3) members of the Grievance Committee shall be entitled to meet with the Company at any one (1) time. One (1) of the committee members shall be the Steward concerned with the grievance.  
In cases of Policy Grievances and/or unusual circumstances, the provisions of this Clause may be extended.

- 6.7 The Union shall notify the employer in writing of the names of its officers, Chief Steward, Stewards and the Union Committees dealing with the Company. The Employer shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.
- 6.8 The President of the Union, Chief Steward, Stewards and Negotiating Committee have regular duties to perform on behalf of the Employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union business without management consent, however, consent will not be unreasonably withheld.
- 6.9 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative shall obtain the consent and approval of the Manager or his nominee before visiting any property of the Company, which consent will not be unreasonably withheld.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

- 7.1 The Parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance Procedure. It is understood that a reasonable amount of time may be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its Committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.
- 7.2 Subject to the terms of this Agreement which relate to the investigation following administration of discipline or the decision of the Company to discharge an employee or an employee who feels he had been unjustly dealt with, the following procedure shall be followed:

STEP 1 The grievance shall be in writing, copy of which shall be given to the Manager and to the employee's Steward. The grievance must be presented to the Manager within five (5) working days after the occurrence of the matter complained of and the Manager shall answer the grievance presented to him in writing within five (5) working days after he/she has received it. The grievance must be in a legible form and signed by the employee.

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

STEP 3 If the matter is not settled the Chief Steward and/or his/her representative may, within five (5) working days after receiving a written decision of the General Manager or his/her nominee, appeal the case in writing to the Area General Manager or his/her nominee. Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee which meeting will take place within seven (7) working days after the grievance has been presented to the Area General Manager or his/her nominee.

### **7.3 Arbitration**

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

**7.4** The Party referring the matter to Arbitration will state the specific matter to be dealt with and provide the names of three (3) Arbitrators to hear and decide the matter. In the event the other Party does not agree with any of the choice of Arbitrators, then they will offer three (3) alternate choices. Failure to agree on an Arbitrator, the Parties will apply to the Canada Labour Relations Board for an appointment

- 7.5 The Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of the Arbitrator shall be final and binding on all Parties concerned.
- 7.6 The Parties shall jointly and equally bear the expense, of a single Arbitrator.
- (a) No matter shall be submitted to a Board of Arbitration which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.
  - (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 7.7 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Chief Steward submitting a statement of the claim to the General Manager or his/her nominee who shall answer same in writing within four (4) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the General Manager or his/her nominee submitting a written statement of the grievance to the Chief Steward of the Union. He/she shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Chief Steward has submitted his/her answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.
- 7.8 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, then the Parties will co-operate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.
- 7.9 Other than the initiation of a grievance when either Party violates the time limits, then the grievance will proceed to the next step. The Union will advise the Company in writing when a grievance is dropped.

- 7.10 Time set for grievances, arbitration and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.
- 7.11 Disciplinary action, where necessary, will not be unduly delayed.
- 7.12 In any hearing involving the discipline of an employee, the employee may be accompanied by up to three (3) members of the Grievance Committee, at the employee's discretion. It is the Company's responsibility to inform the employee of his right to have a Union representative of his/her choice attend the meeting with the employee.
- 7.13 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within ten (10) calendar days of the date the employee is notified of the discipline.

#### **ARTICLE 8 - SENIORITY AND WORK ALLOCATION**

- 8.1 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining unit-wide basis.  
Any member of Local **4307** who is accepted for a position in another C.A.W Canada, union organized division of the Company will carry their seniority. The moving member will not be allowed to displace anyone presently working in the division, but when a job opening is available the moving employee will stay at the bottom of the seniority list until the following sign-up, providing the employment with the Company has been continuous. When two (2) or more employees commence work on the same day, they shall be shown on the seniority list in alphabetical order.
- 8.2 Probationary Employees  
A hired employee shall be on probation for a period of sixty (60) worked days from the date first worked. A hired employee on probation will be paid at the probationary rates of pay, for the first thirty (30) days worked. After completion of the probationary period, seniority shall be effective from the original date first worked for pay.
- 8.3 The Company shall maintain seniority lists showing the date upon which each employee's service commenced, which shall be the day upon which the employee commenced work for pay, and the classification of each employee.

Up-to-date copies of the seniority lists shall be sent to the Union, and posted on the bulletin board of January 30 and September 30 of each year. Additions and deletions will be announced at each Labour Management Meeting.

- 8.4 Seniority shall be broken into two (2) lists, one (1) for regular drivers and one (I) for spare drivers. A regular driver may move to spare driving category at anytime. In doing so, the driver shall give up their assigned run. In the case of the driver remaining as a spare driver for a period of more than three (3) months they shall lose their seniority as a regular driver. For regular employees as of the date of signing of the collective agreement, spare driving seniority shall be calculated on a pro rata basis for the work performed, with one (1) run equaling one (1) day. Employees hired new, after the date of signing, as a spare driver shall earn seniority on the basis of the actual time worked for seniority purposes. (One (1) run equals one (1) day.)

#### 8.5 Home to School Work

##### (a) Home to School Work

Home to School routes will continue to be assigned in accordance with the current practice.

##### (b) Carrying Over of Runs

When a driver finishes work at the end of the school year and indicates to management that he/she is returning next year their run is held for them. If a driver, over the course of the summer, has his/her run cancelled ("A" run), then this driver will be assigned a vacant run in their geographic area. In the event that there are no vacant runs in the geographic area, the driver has the right to bump the junior employee in their geographic area. That bumped employee then fills a vacancy in the bargaining unit or, where there is no vacancy, will be eligible to bump the most junior employee in the closest geographic area. No driver will be allowed to bump unless they have lost their run. All drivers have the right to bid for new runs or any runs that become vacant during the year.

##### (c) New or Vacant Routes

After the start of the school year, the Company will post primary vacancies and the selection shall be subject to the geographical region, standards established and seniority. The vacancy (gap vacancy) created by the movement of the employee to the primary vacancy will be covered in the following manner:



Employees four (4) times per year (charter and shop sign up) are permitted to indicate in writing their preference for a particular run(s) the Company would then fill the secondary vacancy from this list, giving recognition to seniority, standards established, or in the case of no employees applying, the Company will assign the vacant run to a senior spare driver in the region or in such other manner as the Company deems appropriate.

Primary vacancies due to runs acquired and/or routes becoming vacant will be posted for eight (8) working days and any driver in that region may apply for the route.

Work on the new run will begin on the third working day following the eight (8) day posting, or the driver will be paid the difference in pay between the two (2) runs if the new run pays more.

(d) Geographical Regions – there will be four (4) geographical regions comprised of Oshawa, Bowmanville, Port Hope and Coburg, for the purposes of run and charter assignments. (See Letter of Understanding for current employees)

## **8.6 Charter Work**

### **(a) School Bus Charters & Assignment**

School bus charters will be allocated on the basis of the school served by seniority. All employees serving an individual school will have charters allocated to them based on the seniority of the employees serving that school. The school served will be the final destination school. If a charter is going to interfere with the normal school runs, seniority will not govern the allocation of the charter. If the charter will not allow the senior employee to do the charter and also return in time to do his/her a.m. or p.m. run, then the charter will be allocated on the basis of the most efficient and easiest manner to replace the a.m. or p.m. run. If the charter does not interfere with the a.m. or p.m. school run, school bus drivers will be given preference for the work by seniority, by rotation, by region.

If a driver refuses four (4) charters during the three (3) month period, his name will be removed from the list for the remainder of the period, except in the case where there are no available drivers on the sign-up list. In that case, the dispatcher will assign the work as efficiently as possible to any driver who will accept.

(b) When more than one (1) charter is being assigned at one (1) time, the next driver whose name is on the current rotation list will be offered the charter work of his/her choice.

- (i) Drivers will be paid a minimum of one (1) hour, including vehicle preparation time, for all "in between school runs" charter trips.
- (ii) On school charters that do not originate at the A.M. destination school, drivers will be paid fifteen (15) minutes for vehicle preparation.
- (iii) On out of town charters drivers will be paid fifteen (15) minutes before and fifteen (15) minutes after the charter for vehicle preparation and interior cleaning.

**(c) Charter Sign-ups**

Sign-up list for charter and extra driving work, effective for a three (3) month period, will be posted on the bulletin board on the first Monday of the month in which it becomes effective (September, December, March.) For summer sign-ups only, the list will be posted by June 15th. The sign-up list will remain open until it becomes effective on the third Monday of the month. The names of those who have signed up will be arranged in order of seniority on a rotation list. At the completion of the sign up period, rotation continues from leave off point of previous sign up list between school bus runs, evenings, and weekends.

The lists will be posted and a copy given to the Local Chairperson.

**(d) Public Charters & Assignment**

Public Charter Work will be allotted on a rotational basis by seniority within each school area. Definition of charter rotation - a missed charter will constitute a turn. Charter regions do not apply for night charters and weekend charters.

Public Charter Work includes charters originating from a school not currently served by the Company.

(e) As in school charters, public charters shall not interfere with a.m. or p.m. school runs.

**(f) Posting of Charters**

A copy of the dispatch sheet showing the allocation of that day's charter work will be posted each day for a twenty-four (24) hour period. When customers book late or in an emergency, dispatch will add the assigned drivers name on the next day's posting. Questions regarding the dispatch sheet are to be processed with an individual Steward appointed by the Local who will meet with the Manager or designate to review any questions on a weekly basis.

(g) A copy of the daily charter list shall be supplied to the Local Chairperson or their designate.

(h) Any charter that is given out with less than twenty-four (24) hours notice, and is refused by a driver, shall not be considered to be a refusal or a turn.

**(i) Overnight Charters**

(1) When overnight weekend charters may interfere with a Friday p.m. run, the school bus driver will be allowed the charter, providing the Company can arrange to cover the p.m. school run.

(2) Drivers who have an overnight charter assigned will be compensated for the actual driving time for the beginning day. Each second and subsequent day will be paid a minimum of eight (8) hours pay at charter rate each day. The return day shall be at the actual driving time in the a.m., and a minimum of eight (8) hours if the return day is in the p.m., or actual driving time if in excess of eight (8) hours.

(3) Drivers on overnight charters shall be entitled to single room accommodation.

**(j) Requests**

The Company will honour written requests for charters wherever possible. When more than one (1) driver is requested for the same piece of work, the most senior school bus driver will get the work.

**(k) Charter Cancellations**

Any driver not notified of a cancellation prior to reporting to the depot or first pick up will be paid two (2) hours at the charter rate. Where more than one (1) driver picks up a charter, and one (1) or more buses are cancelled, the senior driver will have the first choice to drive the charter or accept the cancellation.

**(l) Weekend Charters**

Weekend charters are to be considered as any charter that goes from Friday at 1:00 p.m., to Sunday midnight. If a statutory holiday falls on Friday or Monday, the times will be extended by twenty-four (24) hours respectively.

**(m) Charters and Probationary Drivers**

All public, school charters and extra work will be on a rotation basis for drivers that have completed their probationary period, except in the case of no drivers being available or an emergency.

### **8.7 Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, family related emergencies, or leave of absence approved by the employer. An employee shall only lose his/her seniority rights in the event that:

1. he/she is discharged for just cause and is not reinstated;
2. he/she resigns in writing;
3. he/she is absent from work in excess of two (2) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible;
4. he/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of his/her current address. An employee recalled for casual work or for employment of short duration, at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work;
5. the employee fails to comply with the terms of a leave of absence granted to him/her;
6. he/she is laid off for a period in excess of fifteen (15) consecutive months.

### **8.8 Layoffs**

In the event of layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in order of seniority, such that the most senior employee shall be laid off last and recalled first. School bus drivers' layoffs and recalls will be done by seniority, by classification, by region.

- 8.9** The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on

a run if that employee at any time had been removed from said run for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his/her designate.

- 8.10 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas break, the school Spring break and the school Summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs. It is the responsibility of the employee on layoff during the summer vacation period, to notify the Company no later than July 31, of their intention to return to work at the reopening of school, following the Summer break. At that time the reopening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed a "quit".
- 8.11 Record of Employment to be issued to all drivers at all layoff periods, i.e. Easter Break, Christmas and Summer. Record of Employment to be issued within five (5) working days of the last day worked.
- 8.12 A spare driver is any driver that is not assigned an a.m. and/or p.m. run.
- 8.13 School **Bus** Drivers Working In Other Company Locations
- (a) Employees may volunteer to accept work other than their home location for a temporary period of time.
  - (b) The rate paid will be the charter rate of their home division. Drivers will be paid for eight (8) hours minimum work daily.
  - (c) Employees will be required to perform driving work up to the maximum of eight (8) hours.
  - (d) When employees use their personal vehicles, they will be compensated for travel at the rate of twenty five(\$0.25) cents per kilometre. Distance will be computed from home to the temporary location and return. If the employee does not use a personal vehicle, he/she will be reimbursed for travel by the most economical carrier.
  - (e) Accommodation will be designated by the Company and paid for on submission of receipts. Meals will be paid for in accordance with the home division Collective Agreement.
  - (f) At the beginning of the school year, the Company will permit employees to sign up to volunteer to work, should it occur at locations other than the Bowmanville Division. The Company will then assign

the duties to the drivers who have signed the list on the basis of seniority. An employee upon signing the list must recognise that they will be expected to accept the assignment, with in some cases short advance notice being given.

#### **8.14 Call In Pay**

A driver who is at home, and called in to work, will be paid a minimum of two (2) hours at the standby rate if no work is available.

#### **8.15 Blue Cross**

The Company will supply all drivers who take charters to the U.S. with Blue Cross Outside Canada coverage at Company expense.

### **ARTICLE 9 – PROMOTIONS**

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

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

### **ARTICLE 10 - HOURS OF WORK**

10.1 It is understood and agreed that the Route Rates as set out in Schedule "a", compensates the driver for the following:

1. Start-up time
2. Walk around check
3. Fuelling
4. Cleaning the vehicle
5. Live and deadhead time and mileage

- 10.2 Breakdown time will be paid at the special work rate for all time on duty in excess of the normal school or kindergarten run time.
- 10.3 Drivers will be paid at the special work rate for waiting time at the garage in excess of fifteen (15) minutes.
- 10.4 Drivers who are required to make a list of students for the school board will be paid at the special work rate for one (1) hour.
- 10.5 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle prior to leaving on runs.
- 10.6 As a matter of practice a driver who keeps his/her bus at his place of residence is expected to start the bus fifteen (15) minutes before he leaves in order to have its engine warmed up during periods of extreme cold.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 Employees requesting leave of absence shall make written application to their Department Head giving at least five (5) working days notice. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months. Such leave of absence **shall** be granted in writing within five days of the request being made, with a copy to the Chief Steward. Unusual circumstances will be given consideration.
- 11.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is received at least three (3) calendar days prior to the expiration of the leave of absence.
- 11.3 An employee who fails to report for duty on or before the expiration of a leave of absence **shall**, unless the Manager is advised of exceptional circumstances, forfeit his/her seniority and his name will be removed from the seniority list.
- 11.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 11.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service, except for reasons of health, other exceptional

circumstances, or by agreement between the Company and the National Representative.

- 11.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 11.6 Upon written request of the National Representative and/or Chief Steward, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Chief Steward prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time shall not exceed three (3).
- 11.7 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and shall continue to accumulate seniority while on such leave. The Company will advise the employee requesting the leave whether the assigned work will be returned or not in advance of the leave of absence. School bus drivers on approved leave of absence shall be returned to their scheduled work when they return on the scheduled return date.
- 11.9 An employee wishing to return from leave of absence prior to the expiration of his approved period of leave must advise his/her Supervisor at least three (3) days in advance of the date upon which he/she wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee, but if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume his duties at a time specified by the Company.
- 11.10 Paid Jury or Court Witness Duty Leave**  
The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal (average of earnings over six (6) previous months) earnings and the payment received for jury service or court witness, other than personal, excluding payment for travelling expenses or meals. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be



considered as time worked at the appropriate rate of pay at straight time. If the jury duty or court witness duty falls on the day before, or the day after a paid holiday, the employee will be deemed to have worked and qualify for holiday pay.

#### **11.11 Bereavement Leave**

Every employee is entitled to and shall be granted, in the event of the death of a member of his/her immediate family, bereavement leave on any of his/her normal working days that occur during the three (3) days immediately following the day of death.

Every employee who has completed three (3) months of continuous service is entitled to such leave with pay at his/her regular rate of wages for his/her normal hours of work, and such pay shall be considered to be wages.

An employee's immediate family shall mean: spouse, common law spouse, son, daughter, parent, sister, brother, father/mother-in-law grandchildren, grandparents and any step child residing in the same residence)

### **ARTICLE 12 - VACATIONS**

- 12.1 All employees with less than one (1) year of service shall receive vacation pay on every pay cheque and amount in accordance with the minimum requirements of the applicable regulations.
- 12.2 Employees who have maintained an employment relationship with the Company of one (1) year, shall receive for vacation pay on every pay cheque an amount equal to four (4%) percent of the pay received for all work performed in the working year.
- 12.3 Employees who have maintained an employment relationship with the Company of five (5) years will receive for vacation pay on every pay cheque an amount equal to six (6%) percent of earnings in the previous year. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked for the purpose of calculating vacation pay.
- 12.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive for vacation pay on every pay cheque an amount equal to eight (8%) percent of the previous year. The above vacation schedule shall be subject to the provisions of the Canada Labour Code whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with

the Code whenever it applies notwithstanding the terms outlined above. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked for the purpose of calculating vacation pay.

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

## **ARTICLE 13 - PAID HOLIDAYS**

- 13.1 An employee who qualifies in accordance with the relevant provisions of the Canada Labour Code shall be granted a holiday with pay for each holiday established under the Canada Labour Code.
- 13.2 The Parties agree to recognise Easter Monday as a statutory holiday in lieu of the Remembrance Day statutory holiday.
- 13.3 The Company also agrees to recognise the Civic Holiday occurring in the month of August. If any of the Company-recognised holidays not designated under the Canada Labour Code cease to be recognised by a customer and services are required on that day, the Parties agree to meet and discuss methods to address this issue.
- 13.4 Holiday pay for school bus drivers will be calculated on the basis of work normally performed on the statutory holiday or last regular scheduled work day prior to the holiday.

- 13.5 General holiday pay shall be calculated at the normal regular daily rate including late runs, kindergarten runs and shop runs.

## **ARTICLE 14 - PART TIME EMPLOYEES**

- 14.1 A part time employee under this Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week. Therefore, any employee who normally (averaged over any given twelve (12) week period) works more than twenty-eight (28) hours per week shall be classified as a full time employee. Part time employees under this Agreement do not participate in any of the benefit packages included in this Agreement. Charter hours are not to be included in this calculation.

## **ARTICLE 15 - SAFETY AND HEALTH**

- 15.1 The Company agrees to maintain proper safety and health conditions for employees throughout the building, vehicles, or their places *of* work. It is equally recognized to be in the best interest of **all** parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles. The Company will install two way radios in all buses.
- 15.2 **Joint Health and Safety Committee**  
The Company further agrees to the establishment of a joint Health **and** Safety Committee. The Committee will be constituted and function according to Part II of the Canada Labour Code, as amended from time to time. The duties **of** the Committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. Part of this responsibility includes reviewing preventable accidents for the purpose of recommending methods by which to avoid such accidents from occurring in the future. A preventable accident is deemed to be an accident where the driver did not do everything reasonable to prevent the accident. The Committee, in its review of Management's ruling of preventability, may formally dissent from management's opinion and request that the Company review its decision. Where this occurs, the Manager will review the accident with the Director of Driver Development and Safety or designate. An employee still disagreeing with the decision arising from this review may file a grievance in accordance with the grievance procedure. The Committee shall meet monthly for the purpose of discussing safety problems and as the need arises.

- 15.3 **Preventable Accidents**  
Employees who have three (3) at preventable accidents in any twenty-four (24) month period may be terminated.
- 15.4 The employees agree to abide by the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules unless he has been supplied with a copy of same. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operation.
- 15.5 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident involving a Company vehicle. It is also understood that the employee must file a complete accident report with the Company within twenty-four (24) hours of the accident.
- 15.6 Employees will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses. (See Letter of Understanding )
- 15.7 It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment. In the event that any employee detects any unsafe conditions of the vehicle that he is to operate, it shall be the Company's responsibility to correct the defects involved.

## **ARTICLE 16 - BULLETIN BOARDS**

- 16.1 Bulletin boards shall be maintained by the Company for the use of the Union. The Manager shall be provided with a copy of the notice prior to the notice being posted.

## **ARTICLE 17 – CORRESPONDENCE**

- 17.1 Each employee shall keep the office informed of his current address and telephone number.
- 17.2 All communications between the parties shall be addressed to:
- (a) Manager and Area General Manager of Laidlaw Transit Ltd.
  - (b) President and Local chairperson of C.A.W. Canada at the last known address of the Union.

(c) Copy to Regional Office of the Union.

## **ARTICLE 18 - GENERAL**

18.1 Supervisors will not perform any scheduled work such as charters or school runs except in cases of extreme emergency.

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

### 18.3 License Requirements

It is a condition of employment for a driver that he hold the necessary Ontario driver's license to perform his normal duties. Cancellation and/or inability to maintain the required driver's license will result in termination.

It is the driver's responsibility to advise the Company, in writing, of any change in the status of his/her license. "Any change" is to include any loss of demerit points.

### 18.4 Service Letters

The Company shall return to new employees within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed, or leaving the service with due notice, shall upon request be given the usual certificate of service and will be paid on the next regularly scheduled pay day.

### 18.5 Telephone Calls

If it becomes necessary for a driver to call the office when he is on company business, he shall be reimbursed for the amount paid, or may call collect if they so desire. In the case of bona fide illness or accident at home, this rule will be extended.

18.6 Pay Scheduling - Drivers to be paid seven (7) working days after the pay period ends, including holiday pay, and regular bi-weekly pays will be issued

by direct payroll deposit. An information slip will be provided the employee indicating the amount deposited and required deductions made.

Drivers will be notified of any change in time sheets and a copy will be available for review. If there is a change made in the driver's pay sheet, a copy of the altered sheet shall be attached to the pay notification.

18.7 The Company agrees to provide proofs of this Collective Agreement for signatures within sixty (60) days of ratification.

18.8 The Company agrees to pay two hundred (\$200.00)dollars toward the cost of printing the Agreement.

## **ARTICLE 19 – TRAINING**

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

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

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

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

19.3 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted position. Accordingly, such employees who make application to the Director of Human Resources, stating their desires, qualifications and experience will be given consideration for openings.

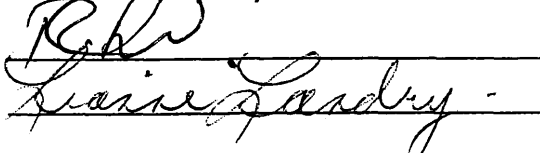
19.4 The above provisions do not include matters dealing with Safety Seminars.

**ARTICLE 20 - DURATION OF AGREEMENT**

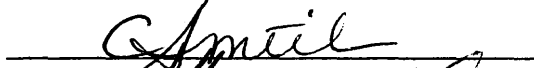

20.1 The duration of this Agreement shall be from date of ratification up to and including May 27<sup>th</sup>, 2002.

DATED at Bowmanville, Ontario this 22 day of October, 2000.

For the Company

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**Schedule A  
Home to School Routes**

HTS Runs:		Rate			
Route Length (minutes)		27-May-2000	01-Feb.-2001	28-May-2001	01-Feb.-2002
0	105	\$ 30.78	\$31.09	\$31.72	\$32.03
106	120	\$ 31.33	\$31.65	\$32.28	\$32.60
121	135	\$ 31.95	\$32.27	\$32.91	\$33.24
136	150	\$ 32.52	\$32.84	\$33.50	\$33.83
151	165	\$ 33.13	\$33.46	\$34.13	\$34.47
166	180	\$ 33.72	\$34.06	\$34.74	\$35.09
181	195	\$ 34.31	\$34.66	\$35.35	\$35.70
<b>196</b>	210	<b>\$ 34.88</b>	<b>\$35.23</b>	<b>\$35.94</b>	<b>\$36.30</b>
211	225	\$ 35.50	\$35.85	\$36.57	\$36.93
226	240	\$ 36.07	\$36.43	\$37.16	\$37.53
241	255	\$ 36.68	\$37.05	\$37.79	\$38.16
256	270	\$ 37.25	\$37.62	\$38.38	\$38.76
		\$ 37.86			
27i	285		\$38.24	\$39.00	\$39.39
286	300	\$ 38.43	\$38.82	\$39.59	\$39.99
301	315	\$ 39.03	\$39.42	\$40.20	\$40.61
	<b>Doubles</b>	<b>\$ 10.88</b>	<b>\$11.15</b>	<b>\$11.15</b>	<b>\$11.15</b>

Emmanuel Christian Run Rate:

May 28, 2000 - \$11.26

May 28, 2001 - \$11.43

The route times are calculated by management by adding the **AM** time with the **PM** time plus 15 minutes for fuelling and sweeping. The AM time is calculated by taking the time the driver leaves their first pick up to the time the driver finishes their AM route and returns to their first pick-up (by way of the shortest route). The PM time is calculated by taking the required time to arrive at the school in the PM until completion of the PM route and return to their first PM school (by way of the shortest route).



Changes to a drivers' route will be reviewed in any case of this affecting the first pick up or the last drop off distances. Concerns by any driver, as a result of a change or disagreement, may be brought to the Company's attention directly or through their Labour Management Representative. A review of the actual time involved will occur, if necessary.

### Driver Bonus

Effective September 1, 2000, drivers who have completed at least one (1) year of service and have a regular home to school run (a.m., p.m.) will be eligible to participate in the Driver Bonus. (Note: one (1) year of service will not apply to drivers on payroll as of May 27, 2000)

The Driver Performance Bonus shall be paid on the following basis:

Each eligible driver shall be awarded an annual bonus of \$150.00 gross amount (effective September 1, 2001 - \$200.00 gross amount). The Bonus shall be payable in the first pay period in October 2001 and thereafter in each first pay in October, to drivers with one year of service, on active payroll as of October 1.

A pro rata calculation will apply for part years of service. Payment shall be made on a separate payment from the regular payroll.

The Driver Performance Bonus is intended to enhance and improve customer service and satisfaction and to reward and encourage drivers in the performance of their jobs. In this regard the gross amount of the Driver Performance Bonus is reduced in accordance with the following:

<u>Item</u>	<u>Deduction / infraction</u>
Preventable accident	\$50.00
In service Driving Infraction	\$50.00
Time off (missed portion of run) (See exceptions below)	\$10.00 (HTS either a.m. or p.m.)
Late (sleep in, late start)	\$10.00
Missed Mandatory safety Meeting	\$25.00 / meeting

Running out of Fuel / wrong fuel	\$50.00
Deficient oil / other essential fluid levels	\$50.00

Time off exceptions:

Bereavement leave – time off authorized by the company for the purpose of conducting business between the company and the union ( This excludes meetings for disciplinary reasons) – maternity / paternity leave – serious personal illness or injury requiring hospitalization ( includes spouse and dependent children) – charter assignment – scheduled off run or work by company (non disciplinary) and other than employee requested leaves of absence – attending an appointment with a medical specialist (self and dependant children) where reasonable effort has been made to have the appointment not conflict with work.

The Company will give due consideration to employee specific, other valid and reasonable time off needs, and will when necessary review such issues with your union representative.

All infractions that reduce your driver performance bonus will be documented and communicated to you.

Payments will only be made to employees resigning or terminating their employment due to verified medical reasons and or retirement who have attained at least age 65. A pro rata calculation will apply for any part year of service.

## Schedule B Other Rates

### Special Work Rate:

Effective May 28<sup>th</sup>, 2000 \$7.78 per hour

Effective May 28<sup>th</sup>, 2001 \$7.85 per hour

The special work rate will apply to the follow:

1. Mandatory Safety Meetings
2. Any driver required to fuel at a yard with of the following conditions will be paid at one hour at the Special Work Rate:
  - your parking location or your last school served in the AM or first school served in the PM (which ever is closest), has a travelling distance greater than 18 km. (most direct route one-way) from the yard.
  - you are required to fuel a minimum 100 litres twice a week (**AM-PM** work only) the second visit per week will be paid.
    - a. Where the Company provides approved off-site fuelling facilities in designated areas this rate will not be granted.
    - b. Those who meet the qualifications outlined are required to submit a time slip.
3. Drivers who bring in their buses for maintenance will receive a bus promptly (15 minutes) or be paid the Special Work Rate.
4. A driver required to meet at their school for a meeting will receive a flat rate of 1 hour at the Special Work Rate. There will be no payment for driver misconduct meetings.
5. Breakdown 15 minutes past the end of your route time. Time will be paid in 1/4 hour of Special Work Rate past the 15 minutes.
6. Any driver involved First Ride programs last more than 1 (one) hour will be paid by the hour.
7. Spring shop, Body shop etc. will be paid Special **Work** Rate by the hour. Any same day work of this nature will be dispatched most efficiently. Any work with more lead time will be dispatched by the sign-up list. The sign-up

will be posted four (4) times per year, the same time as charter and shop sign up. Balancing of assignments shall be done as reasonably as possible, half way through the year. Balancing of the assignment of work will be done on the basis of pieces of work in the above types of work.

### **Charter Rate**

Effective May 28<sup>th</sup>, 2000 \$8.16 per hour

Effective May 28<sup>th</sup>, 2001 \$8.25 per hour

### **Ministry of Transport Medical**

The Company **shall** reimburse an employee against receipt, fifty percent (50%) of the costs of a required Ministry of Transport medical to a maximum of fifty dollars (\$50.00) not more often than once every three (3) years.

### **Vehicle Fuelling:**

Drivers are expected to maintain a 1/2 tank fuel level, this requirement is especially important in the winter months due to safety and proper vehicle operating requirements.

Refer to Special Work Rate for payment of fuelling.

### **Vehicle Servicing:**

Drivers who bring in their buses for maintenance will receive a Bus promptly or be paid the Special Work Rate.

### **Cover Runs:**

If a driver is required to cover another run before or after their AM or PM route, that driver will be paid an amount proportionate to the portion of the route covered. For example, a driver covering 50% of a run will receive an amount equivalent to 50% of the value of that run. Subject to geographic location, every effort will be made to cover runs with regular drivers.

### **Out of Town over night Charters:**

Drivers receive payment for the time actually worked in the two way transporting of the charter and will receive the charter rate to a maximum of eight (8) hours for each full day of lay-over involved.

**Charter Other Allowances:**

A Driver scheduled to work a public charter and when the charter is cancelled at pick up or the charter is double booked, will receive a one (1) hour call out at the charter rate.

Drivers performing a charter will receive payment for a meal allowance of \$8.00 after the first 8 hours, and \$4.00 for each additional four (4) hours. For each subsequent day of a charter, a meal allowance of \$16.00 will be paid ( not payable on a portion of a day ). Drivers will be paid upon production of receipt.

**Hydro Allowance\* \***

\$16.00 / month Dec. 15/2000 to March/2001

\$17.00 / month Dec. 15/2001 to March/2002

Power cords are signed out annually as required.

Hydro Allowance will be paid only upon request by the branch to plug in a specific vehicle as verified by signing out a power cord.

\*\* December 15th to March 15th

Drivers who park their bus at home and who are required to plug in, must complete and submit a signed form. Payment is made upon return of power extension cords i.e. returned before end of March, payment made at end of March; if returned in April, payment made at the end of April.

**Inclement Weather - Snow Days:**

On any working day that the Company does not operate due to inclement weather, and if Laidlaw Transit Ltd. receives a percentage of payment for that day, employees affected will receive the same percentage of their regular rate of pay. All drivers will be expected to start and clear their bus at least one (1) hour earlier (includes the fifteen (15) minute walk around) on the next operating day. Drivers must be aware that break down or delay on the operating day following a closure can seriously jeopardise customer service.

**Route Changes:**

You are to advise your Manager should your route increase or decrease in distance travelled or time required. Adjustments, if necessary, may then be made to your pay.

**Paid Education Leave**

Effective May 28, 2001 and then each May 28<sup>th</sup> thereafter the company will make a \$250.00 lump sum payment to the C.A.W. Paid Education Leave Program, 205 Placer Court, North York, On. M2H 3H9.

**Letter of Understanding**

RE: Unemployment Insurance Hours

May 27, 2000

Mr. John Bond  
Business Agent  
C.A.W. Local 4307

Dear John;

The Company agrees to work with the Union regarding the calculation of insurable hours. The Company will approach Human Resources Development Canada in an attempt to facilitate drivers in meeting the insurable hours minimum required by the government in establishing employment insurance benefits entitlement.

Regards,

J.B. Tiernay  
Director of Human Resources, Canadian Region  
Laidlaw Transit Ltd.

**Letter of Understanding**

**RE: Doctor's Note on Return To Work**

May 27, 2000

Mr. John Bond  
Business Agent  
C.A.W. Local 4307

Dear John;

The Parties to this Collective Agreement have agreed that employees seeking to return to work from an absence, in the instance of the absence exceeding ten (10) business days, due to illness or injury, shall be required to submit a doctor's note to the Company indicating that they are fit to perform their full duties. There will be no payment from the Company for the required doctors notes clearing employees to return to work.

Regards,

J.B. Tiernay  
Director of Human Resources, Canadian Region  
Laidlaw Transit Ltd.



**Letter of Understanding**

RE: Last Minute Charters

May 27, 2000

Mr. John Bond  
Business Agent  
C.A.W. Local 4307

Dear John;

The Parties to the collective agreement agree that the Labour Management Committee **will** conduct a review and make a determination under what circumstances last minute charters will be assigned by rotation. This is to include charters received by the Company with twenty four (24) hours or more notice and or **employees** who withdraw on charter assignments with **less** than twenty four (24) hours advance notice to the Company.

Regards,

J.B. Tiernay  
Director of Human Resources, Canadian Region  
Laidlaw Transit Ltd.

**Letter of Understanding**

RE: Deadhead Mileage Reduction

May 27, 2000

Mr. John Bond  
Business Agent  
C.A.W. Local 4307

Dear John;

The Parties to the collective agreement agree that the Labour Management Committee will meet and review the current run assignments with a view to reducing deadhead time and costs. The Parties hereto recognize that the review will be focused on reducing unnecessary dead head and costs but shall also focus on meeting reasonable employee needs and expectations with respect to runs assigned.

The Parties will attempt to establish a reasonable standard on how runs are assigned within a Region and a process for resolving instances where either employee preference or business need fall outside the standard established. Nothing herein modifies the Company's right to manage the business or the Union's right to represent employees with regard to run assignments.

Regards,

J.B. Tiernay  
Director of Human Resources, Canadian Region  
Laidlaw Transit Ltd.

**Letter of Understanding**

RE: Route 238 and 303

May 27, 2000

Mr. John Bond  
Business Agent  
C.A.W. Local 4307

Dear John;

The Parties to the collective agreement agree that the assignment of drivers on route 238 and 303 will be reassigned to avoid excessive dead head mileage. The Company agrees that employees on those runs shall not have a reduction in their daily earnings so long as they remain in the new run assigned. Should subsequently, the employee voluntarily transfer to another run, the employee shall accept the daily rate appropriate to the new run.

Regards,

J.B. Tiernay  
Director of Human Resources, Canadian Region  
Laidlaw Transit Ltd.