

COLLECTIVE AGREEMENT

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BETWEEN: ~~_____~~

LIDLAW TRANSIT LTD.
(Bowmanville Branch)

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION, (C.A.W. CANADA) Local 4268

125 98 (03)

Duration of Agreement:
September 1, 2004 to August 31st, 2007

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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 4268
(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 30th 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 Workplace Harassment

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and expect those limitations as set out in the Federal Jurisdiction.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. **All** employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Condescension or paternalism which undermines self respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a complaint:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it.

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- It is advisable to document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or Company Official.

Investigation:

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together

they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Chairperson.

The Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigation team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution:

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Chairperson will attempt to resolve within (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved **by** the parties at the third step of the Grievance Procedure, it may be appealed **to** arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

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 4268, 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.
- 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. If an employee's information changes, the employee will be supplied a union authorization card for completion **by** the employee. The union needs to provide the cards to the Company.

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 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 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 4268 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 (1) 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 region, the driver has the right to bump the junior employee in their geographic region. 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 region. 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. Known openings will be posted and assigned the first three (3) weeks of August.

(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. The chief steward will receive a copy of requested runs. Request to be done in June for the following year.

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 three (3) geographical regions comprised of:

- (i) Oshawa: West of Oshawa Town Line;
- (ii) Clarington: East of Oshawa Town Line to West of Clarington Northumberland Town Line;
- (iii) Northumberland: East of Clarington Northumberland Town Line.

For the purpose of Run and Charter assignments.

(e) The Company and the Union agree that the Labour Management Committee will continue to 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 routes 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.

(f) Posting of Runs

Employees will be provided via a posting with a list of all runs and wages associated with the runs as early as possible at the beginning of the school year. If the Branch is unsure due to customer requirement changes, the posted information will be based on last years' run information.

8.6 Charter Work

(a) School Bus Charters & Assignment

School bus charters will be allocated on the basis of the school served by seniority on a rotation basis. If the charter does not interfere with the **a.m.** or **p.m.** school run, school bus drivers will be given preferences 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. Note: 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.

(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. Sign ups will be in person or in writing with an employee signature.

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 geographical region. Definition of charter rotation - a missed charter will constitute a turn.

Public Charter Work includes charters originating from a school not currently served by the **Bowmanville** Branch.

(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.

- (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.
- (g) 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

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.

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.
- 11.7 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).
- 11.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and shall continue to accumulate seniority while on such leave. 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 The Company and the Union agree 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.

11.11 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.

11.12 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 or three (3) consecutive working days including the day of the service.

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).

In the event of the death of a sister in law or brother in law, the employee will be granted one (1) day off to attend the funeral.

Proof of Day of Funeral Service may be required.

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. The above percentage (%) calculations will be the better of Articles 12.2 to 12.4 inclusive or the Canada Labour Code.

- 12.5 Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement.

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.
- 13.6 Statutory holidays worked will be paid as per the Canada Labour Code.

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 institute and maintain all precautions to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II ("CLCII") and the statutes and regulations, which pertain to the operation

of commercial vehicles. The Company will install two-way radios in all buses.

- 15.2 The Company further agrees to the establishment of a joint Health & Safety Committee. The Committee will be constituted and function according to CLCII, as amended from time to time. The Committee will reflect the whole branch workforce including drivers, office staff and mechanics. At no time will the "management" component of the committee be larger than the "union" component. 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. It shall also be the committee's responsibility to review all Category 1 accidents occurring at the **Bowmanville** Branch for the purpose of recommending methods by which to avoid such accidents from occurring in the future. The committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year. If circumstances make additional meetings necessary, they should be held during or outside regular hours, whatever is required.

Two co-chairpersons shall be elected every two years by and from the members of the committee. One co-chair shall be a union member, the other shall be a company member. A union member and a management member will be trained and certified by the THSAO. The training time will be compensated according to whichever is greater 1) Normal Daily Rate or 2) the special work rate for hours attended.

The minutes of the Health & Safety Committee shall be recorded and signed by the co-chairpersons, distributed to the committee members, posted on the bulletin boards and sent to the local union.

The Health & Safety Committee functions will include but not be limited **to** the following per the CLCII:

- Consider and expeditiously dispose of health and safety complaints;
- Participate in the implementation and monitoring of programs for the prevention of workplace hazards;
- Participate in the development, implementation and monitoring of programs to prevent work place hazards;
- Participate in **all** of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;

- Participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- Ensure that adequate records are kept on work accidents, injuries and health hazards;
- Cooperate with health and safety officers;
- Participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures;
- Investigate and assess the exposure of employees to hazardous substances;
- Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once a year.

Through the provisions of the CLCII, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety. The Committee may request from the Company any information that can be considered necessary to address workplace hazards. It has full access to all government and employer reports, studies and tests relating to the health and safety of employees. Through the Health & Safety Committee, employees are given the right to have access to that information. The Committee does not have the right to access an individual's medical records without that individual's consent.

The Health & Safety Committee shall be compensated, whether performed during or outside the members' regular working hours, at the at the special work rate.

The members of a Committee are entitled to take the time required during their regular working hours to prepare for and attend meetings and perform any of their designated functions as authorized by the co-chairpersons (both) of the Committee. Committee members have the right and obligation to participate in identifying and correcting job-related health and safety concerns.

According to the CLCII, the Company is provided the opportunity to address and correct employee concerns without the need to involve the workplace Health & Safety Committee.

- 15.3 **Category 1 Accidents**
Employees who have three (3) Category 1 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.
- 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.
- 15.8 Park Outs – See Collective Agreement Article 10.6.
- 15.9 Circle Checks – See Collective Agreement Article 10.5.
- 15.10 There will be a minimum of five (5) mandatory safety workshops annually. Drivers will be paid at the special work rate for time spent in such meetings, with a minimum payment of one (1) hour.

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 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 payday.

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 August 31st, 2007.

DATED at Bowmanville, Ontario this 2nd day of June, 2005.

For the Company

For the Union

[Signature]
General Manager
[Signature]
Senior of Service / Herby Branch Manager
[Signature]
Operations Manager
[Signature]

[Signature]
[Signature]

Schedule "A"
Home to School Routes

Route Time Determination:

SCHEDULE A: HOME TO SCHOOL ROUTES						
HTS RUNS						
ROUTE LENGTH (MINUTES)						
		04-Aug-04	01-Sep-04	01-Sep-05	01-Sep-06	
0	105	\$ 33.02	\$ 33.86	\$ 34.72	\$ 35.60	
106	120	\$ 33.60	\$ 34.44	\$ 35.30	\$ 36.18	
121	135	\$ 34.24	\$ 35.10	\$ 35.98	\$ 36.88	
136	150	\$ 34.88	\$ 35.76	\$ 36.66	\$ 37.58	
151	165	\$ 35.52	\$ 36.42	\$ 37.34	\$ 38.28	
166	180	\$ 36.16	\$ 37.06	\$ 38.00	\$ 38.96	
181	195	\$ 36.76	\$ 37.68	\$ 38.62	\$ 39.60	
196	210	\$ 37.40	\$ 38.34	\$ 39.30	\$ 40.28	
211	225	\$ 38.06	\$ 39.02	\$ 40.00	\$ 41.00	
226	240	\$ 38.66	\$ 39.64	\$ 40.64	\$ 41.66	
241	255	\$ 39.32	\$ 40.30	\$ 41.32	\$ 42.36	
256	270	\$ 39.94	\$ 40.94	\$ 41.96	\$ 43.02	
271	285	\$ 40.60	\$ 41.62	\$ 42.66	\$ 43.72	
286	300	\$ 41.22	\$ 42.26	\$ 43.32	\$ 44.40	
301	315	\$ 41.84	\$ 42.90	\$ 43.98	\$ 45.08	
IMM		\$ 11.60	\$ 11.89	\$ 12.19	\$ 12.49	
CHARTER		\$ 8.50	\$ 8.75	\$ 9.00	\$ 9.25	
SP. WK. RATE		\$ 7.95	\$ 8.15	\$ 8.35	\$ 8.56	
HYDRO		\$ 18.00	\$ 19.00	\$ 19.00	\$ 19.00	

The route times are calculated by management by adding the AM time with the PM time **plus** 30 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.

For the purpose of calculating daily E.I. hours for Home to School a.m. & p.m. routes, the following process will be followed:

E.I. hours will be calculated based on: from the first pick-up time to the last drop off time and back to the first pick-up time by the shortest route or from the bus parking location through the route and return to the bus parking location, whichever is greater plus 30 minutes. The same process to be used for both a.m. and p.m. routes.

In the event of a discrepancy over E.I. hours they may be adjusted up or down in 15 minute increments.

The information will be gathered annually through the Route Time & Mileage Record. Any unresolved issues will be subject to Article 7 – Grievance & Arbitration, of the Collective Agreement.

Driver Performance Bonus

Effective September 1, 2004, drivers will be eligible to participate in a Driver Incentive Bonus. The Driver Performance Bonus shall be paid on the following basis:

Each eligible driver who performs a regular home to school run (a.m., p.m.) shall be awarded an annual bonus of \$225.00 Gross Amount. The Bonus shall be payable in the first pay period in October each year 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/incident	\$50.00
In service Driving Infraction	\$50.00
Time off (missed portion of run) (See exceptions below)	\$20.00 (HTS either a.m. or p.m.)
Late (sleep in, late start)	\$20.00
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 – approved claim WSIB time off - 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 – for the purpose of 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. Drivers will be allowed up to 6 runs off before this will be counted as a deduction.

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.

Both parties agree to meet and reduce the number of reasons used for time off.
Both parties agree to review bonus eligibility monthly.

Schedule B

Other Rates

Special Work Rate:

Upon ratification, 2004 - \$8.15 per hour

Effective September 1, 2005 - \$8.35 per hour

Effective September 1, 2006 - \$8.55 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.

8. Collision Involved Driver ("CID") and the Monthly Labour Management Meeting.

Charter Rate

Effective September 1, 2004 - \$8.75 per hour

Effective September-1, 2005 - \$9.00 per hour

Effective September 1, 2006 - \$9.25 per hour

Ministry of Transport Medical

The Company shall reimburse an employee against receipt, one hundred percent (100%) of the costs of a required Ministry of Transport medical to a maximum of eighty dollars (\$80.00) not more often than once every three (3) years. The Company shall reimburse drivers over sixty-five (65) years of age against receipt, one hundred percent (100%) percent of the costs of a Ministry of Transport medical to a maximum of eighty dollars (\$80.00) dollars not more than once every one (1) year.

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 \$9.00 after the first 8 hours, and \$4.50 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**

\$19.00 / month Dec. 15/2004 to March/2005

\$19.00 / month Dec. 15/2005 to March/2006

\$19.00 / month Dec. 15/2006 to March/2007

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 September 1, 2004, the Company will make a \$500.00 lump sum payment to the C.A.W. Paid Education Leave Program; 205 Placer Court, North York, Ontario, M2H 3H9. Employee Representatives will be granted leave without pay to attend education programs with the understanding that only one employee will be granted leave at any given time.

Letter of Understanding
Between Laidlaw Education Services (Bowmanville Branch)
And the C.A.W. Local 4268

September 1, 2004

Mr. Dave Tilley
National Representative - C.A.W.

Dear Mr. Tilley:

Re: Taxable Income

This letter will serve to confirm that Ministry of Transportation required **Medicals**; - Hydro Allowance and Meal Allowance are paid by the employee and reimbursed **by** the Company and therefore are not considered taxable income to the employee.

Yours truly,
LAIDLAW EDUCATION SERVICES



Walt Bordian
Director Human Resources
Canadian Region
WB/dk

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