

COLLECTIVE AGREEMENT

BETWEEN:

**Laidlaw Transit Ltd
Lindsay Branch**

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JUL 27 2006

AND:

**National Automobile, Aerospace, Transportation and General Workers Union
(C.A.W. Canada) Local 4268**

**Duration of Agreement
September 1, 2005 to August 31, 2007**

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COLLECTIVE AGREEMENT

BETWEEN:

Laidlaw Transit Ltd (Lindsay Branch)

(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

1.01 The Company and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognise 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 The Employer recognizes the National Automobile, Aerospace, Transportation and General Workers Union (C.A.W. Canada) Local 4268, as the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Lindsay Branch), save and except foreman, manager, persons above the rank of manager, office and sales staff and maintenance employees. Full time driver trainers to be outside the bargaining unit

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.

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 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/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month. Union dues shall not be deducted from an employee who has earned less than one hundred fifty dollars gross, (\$150.00) in the preceding one (1) month pay period. The Local Chairperson will be provided with a summary of those individuals not required to pay dues in the same four (4) week period.

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 co-operate 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 - Upon completion of training, the Union Representative will be granted 20 minutes to speak privately with the new employee. The meeting will be arranged by the Employee's Supervisor and the Union Representative will provide the Employee with a copy of the Collective Agreement.

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. The Company further agrees to supply the said Union with name, occupations and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of engagement.

3.11 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.

3.12 Workplace Harrassment

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 except 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 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) maintain order, discipline and efficiency;
- (b) to hire, discharge, promote, demote, suspend or otherwise discipline employees for just cause, 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) generally to manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;
- (d) 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. The Chairperson will be advised in writing four (4) days in advance of change.
- (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 Union Chairperson, the Local President and/or the Unit Chairperson.

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 nonmembership 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 days 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 meeting will be announced at 7:30 am, 8:30am, 3:00 pm and 4:00 pm on the day prior to the meeting.

4.5 An employee may request in writing twice in any calendar year to review his 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 twentyfour (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 five (5) Stewards.

6.2 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 (2) 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. Four (4) copies shall be provided to the Union

6.3 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.

6.4 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.

6.5 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.

6.6 The Union shall notify the employer in writing of the names of its officers, Unit Chairperson, 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.

6.7 The President of the Union, Unit Chairperson and Stewards 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.

6.8 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 cooperate 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/she 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/her 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 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 Unit Chairperson and/or his representative may, within five (5) working days after receiving a written decision of the General Manager or his nominee, appeal the case in writing to the Director of Human Resources or his 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 Director of Human Resources or his nominee.

7.3 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.

The Party desiring arbitration will give the other party a written notice of its intention and this notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the Party. The Party referring the matter to arbitration shall name its nominee to the Arbitration Board in such notice. The other Party shall name its nominee to the Arbitration Board within five (5) working days after receiving a notice. Should either Party fail to appoint a nominee, he/she shall be appointed at the request of the other nominee by the Federal Minister of Human Resources.

7.4 The two nominees of the parties shall, within five (5) working days appoint or select a chairman for the arbitration board, but if they are not able to agree on the selection of a chairman, they shall request the Federal Minister of Human Resources to make the appointment.

7.5 The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all Parties concerned. If there is no majority decision, the decision of the Chairman shall be the decision of the Board.

7.6 Each of the Parties hereto shall bear the expense of its own representative to a Board of Arbitration and the Parties shall jointly and equally bear the expense, if any, of the third Party of such Arbitration Board, or a single arbitrator.

7.7 (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.

7.8 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 Unit Chairperson submitting a statement of the claim to the General Manager or his 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 nominee submitting a written statement of the grievance to the Unit Chairperson 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 Unit Chairperson has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

7.9 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 cooperate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.

7.10 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.

7.11 Time set for grievances, arbitration and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

7.12 Disciplinary action, where necessary, will not be unduly delayed.

7.13 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.

7.14 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 CHARTER WORK ALLOCATION

8.1 Drivers moving from school bus to any other classification do not carry seniority but do carry years of service for the application of the Collective Agreement with respect to vacation entitlement.

Any member of Local 4268, who is accepted for a position in another C.A.W. Canada, union organized Branch 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, unless one of the drivers has prorated seniority based on casual work.

8.2 The Company shall maintain seniority lists showing the date upon which each employee's service commenced 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.

8.3 Sign Up Procedure

Work will be allocated based on the following:

The annual sign up will be scheduled not later than one week prior to the commencement of school startup. The Local Chairperson will be given prior notice of the sign up, and the Local Chairperson or their designate may attend. All known vacancies will be listed at the time of sign up for all drivers.

- (a) Work will be allocated based on geographic location of the bus parking spot and seniority as follows:
- (b) Each Employee will be given the opportunity to sign up for the school run of his choice within the school area in which he/she operates and according to his seniority, provided the approved parking location of the bus is within a ten (10) kilometre radius of any point on the run.
- (c) No bumping is allowed during the school year, except in the case of a permanent loss of runs. Drivers whose runs have been deleted after the sign up process will be notified immediately and will:
 - (i) Select a vacant run, if any, in their geographic area
 - (ii) Be given the opportunity to exercise their bumping rights and displace the most junior employee in their geographic area, or
 - (iii) Be moved to the top of the casual driver list, or
 - (iv) Where there is no regular work available, accept layoff
- (d) After the start of the school year any runs acquired and routes becoming vacant will be posted for eight (8) working days and any driver in that area may apply for the route. The route will be assigned on a seniority basis in that area and the Company retains the right to fill the gap from any seniority route movement. 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.
- (e) When new work becomes available in different classifications, it will be allocated to the most senior qualified applicant by region who applies.

8.4.1 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 signup list. In that case, the dispatcher will assign the work as efficiently as possible to any driver who will accept.

Short Charters

Public charters of one (1) hour or less in duration shall be posted and will not count as a turn on the rotation list. If said work is not filled then the regular rotation list shall be used.

8.4.2 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) Drivers will be paid the regular charter rate for shuttle programs between schools with a minimum of one (1) hour.
- (iv) On remain day charters, drivers will be paid for all driving and waiting time at the charter rate.
- (v) On out of town charters (Lindsay), drivers will be paid fifteen (15) minutes before and fifteen (15) minutes after the charter for vehicle preparation and interior cleaning.

8.4.3 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 before it becomes effective. The signup list will remain open until the third Friday before it becomes effective on the first day of the following 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.

8.4.4 For charters in July and August, Activity drivers will be permitted to sign up on the charter lists and shall be allocated charters based on their overall seniority.

8.4.5 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.

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

8.4.7 A copy of the dispatch sheet showing the allocation of that day's charter work will be posted eachday for a twenty-four (24) hour period. When customers book late or in an emergency, dispatch will add the assigned driver's 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 to review any questions on a weekly basis.

8.4.8 (a) 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.

(b) 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.

(c) 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) hour's pay at charter rate each day. The return day shall be at the actual driving time in the am., 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.

8.4.9 Activity Charter Drivers - Openings on the charter seniority list for charter drivers will be posted for ten (10) working days, and the senior driver who is able to perform charter work will be chosen. The Company and the Union recognize that the number of positions in this classification depends entirely on the volume of business, and the amount of work, which that business would generate for drivers.

8.4.10 (a) Charters shall be given out two (2) days in advance and the senior activity driver shall have preference of the charters.

(b) Drivers charter sheet instructions will be as complete and accurate as possible. Activity drivers will be paid for overnight charters in the same manner as regular charter drivers, i.e. according to article 8.4.8(c)

8.4.11 Drivers on charters shall be entitled to single room accommodation.

8.4.12 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 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.

8.5 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.

8.6 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.

8.7 (a) 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.

(b) Temporary Layoffs

When it is necessary to lay off employees temporarily as a result of labour disputes, school closures, adverse weather conditions or other unforeseen circumstances, bumping shall not apply. Employees shall be recalled to their runs held prior to the temporary lay off and shall lose their right of recall if they do not return to their first scheduled day of work, unless otherwise so approved by management.

8.8 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 designate.

8.9 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.

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 within two (2) months in advance of the commencement of 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 copy of the daily charter list shall be supplied to the Local Chairperson or their designate.

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

8.14 (a) A casual driver is any driver that is not assigned an a.m. and/or p.m. run.

- (b) Casual drivers will be moved to the bottom of the casual drivers' list if the casual driver:
- (i) refuses or is not available for six (6) consecutive pieces of work during a three (3) month period, or
 - (ii) is on a leave of absence for a duration of three (3) months or greater.

Where an employee is unavailable due to a workers' compensation claim, that will not be counted as a missed turn. This does not apply to employees on an approved leave of absence of less than three (3) months.

8.15 Casual drivers do not have seniority on the regular school bus and/or activity driver lists. Casual/spare drivers will accumulate seniority on the basis of an a.m. or p.m. run, each will count as ½ a day. Upon receiving a regular school run, their days accumulated will be credited to their seniority.

8.16 Activity drivers do not do charters on nights, weekends, or scheduled school breaks when school bus drivers are available to perform the work, with the exception of requests.

8.17 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 twentyfour (24) hours respectively.

8.18 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.

8.19 The method of contacting drivers for charters will be uniform.

8.20 All request charters shall be in writing from the customer with a copy provided to the union.

8.21 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 thirty-four (**\$0.34**) 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 branch 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 Lindsay Branch. 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 recognize that they will be expected to accept the assignment, with in some cases short advance notice being given.

8.22 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.

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", although based on the School Board Paid Daily Route Miles, 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 School bus drivers shall be paid on the basis of the school board paid daily route miles.

10.3 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.

10.4 Drivers will be paid at the special work rate for waiting time at the garage in excess of fifteen (15) minutes. When the route miles for any route are reduced after December 1 annually, the driver will be paid the original route classification.

10.5 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 for each A run, B run or E run.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 Employees requesting leave of absence shall make written application to their Manager 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 Unit Chairperson. 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 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 Unit Chairperson.

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 Unit Chairperson, 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 Unit Chairperson 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 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.

ARTICLE 12 - VACATIONS

12.1 All employees with less than one (1) year of continuous service as of July 1st of the current year shall accrue vacation pay based on 4% of their vacationable earnings from the date of hire. Vacation pay accrued will be paid out at the prescribed time set out herein.

12.2 The vacation year for the purpose of scheduling time off shall be from January 1st to December 31st each year.

12.3 Employees who have completed at least one (1) year of service prior to July 1st in the current vacation year, shall be entitled to vacation of two (2) weeks.

12.4 Employees who have completed at least five (5) years of service prior to July 1st in the current vacation year shall be entitled to vacation of three (3) weeks.

12.5 Employees who have completed at least ten (10) years of service prior to July 1st in the current vacation year shall be entitled to vacation of four (4) weeks.

12.6 Employees who are entitled to two (2) weeks vacation will accrue vacation pay at a rate of 4% of vacationable earnings.

12.7 Employees who are entitled to three (3) weeks vacation will accrue vacation pay at a rate of 6% of vacationable earnings. The increase from 4% to 6% will begin on the July 1st of the year prior to the employee becoming eligible for the three (3) week entitlement.

12.8 Employees who are entitled to four (4) weeks vacation will accrue vacation pay at a rate of 8% of vacationable earnings. The increase from 6% to 8% will begin on the July 1st of the year prior to the employee becoming eligible for the four (4) week entitlement.

12.9 Where an employee is terminated for any reason whatsoever prior to reaching his/her fifth (5th) and tenth (10th) anniversary, the Company reserves the right to adjust the employee's vacation accrual to reflect the actual entitlement at the time of termination.

12.10 Vacation pay accrued on behalf of the employee shall be paid in full as of the first payday in November.

12.11 The above vacation schedule shall be subject to the provisions of the Canada Labour Code, whenever and wherever the Code does apply. Therefore, vacation allowances and 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 Workers Compensation will be calculated as though worked for the purpose of calculating vacation pay.

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

12.13 Part time employees will normally request vacation time off during approved school breaks such as Christmas, March and summer vacation periods. Seniority shall govern the choice of vacation time off. Vacation time off must be approved by the Company and any vacation not scheduled shall be taken at a time prescribed by the Company.

12.14 Full time employees may request and be granted vacation time off on approval of the Company. The Company reserves the right to limit the number of full time employees off at any one time. Seniority shall govern the choice of vacation time off.

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. The Company also agrees to recognise the Civic Holiday occurring in the month of August.

13.3 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 An employee must be available for duty on such holiday if it occurs on one of his workdays, excluding vacation days.

13.5 Drivers working fifteen (15) or more days in the previous thirty (30) immediately preceding the holiday, they will receive holiday pay for all work regularly scheduled for that holiday. General holiday shall be calculated at the normal regular daily rate (i.e. A.M., P.M., kindergarten, shop and late runs).

13.6 Drivers working fewer than fifteen (15) in the previous thirty (30) immediately preceding the holiday, they will receive holiday pay equal to one twentieth of their earnings during the thirty (30) days immediately preceding the holiday.

13.7 In the event that Activity Drivers are not regularly working eight (8) hours per day, five (5) days per week, then the driver will be paid in accordance with Clause 13.6

ARTICLE 14 - BEREAVEMENT LEAVE

14.1 The Company agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, common law spouse, son, daughter, parent, sister, brother, father/mother-in-law grandchildren, grandparents and any step child residing in the same residence) if the employee attends the funeral, to allow the employee such time off as necessary up to a maximum of three (3) days and to pay for the days which the employee would have otherwise worked at his regular rate of pay, If the employee is unable to attend the funeral, he/she shall be allowed one (1) day off without loss of pay.

ARTICLE 15 - PART TIME EMPLOYEES

15.1 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 16 - HEALTH AND WELFARE (FULL TIME EMPLOYEES ONLY)

16.1 All full time employees with seventy (70) calendar days service with the Company will be provided with the following insurance benefits and the Company will bear eighty (80%) percent of the cost of same:

Life Insurance.....\$35,000.00
Accident, Death and Dismemberment.....\$35,000.00

Weekly Indemnity - First Day - Accident
First Day - Hospitalized
Eighth Day - Illness
Maximum - Fifteen (15) Weeks

Weekly indemnity payment benefit will be maintained at the level required to meet the Employment Insurance Canada registered criteria.

ARTICLE 17 - SAFETY AND HEALTH

17.1 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").

17.2 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 Port Elgin/Kincardine 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 cochairpersons, 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 workplace 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 their regular rate or at the special work rate as applicable.

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.

17.3 Employees who have three (3) Category 1 accidents in any twenty-four (24) calendar month period may be terminated. The foregoing does not prevent the Union from filing a grievance on this issue; neither does it imply acceptance by the Union of the Company's policy.

17.4 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/she 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.

17.5 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.

17.6 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.

17.7 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/she is to operate, it shall be the Company's responsibility to correct the defects involved.

17.8 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he/she leaves in order to have its engine warmed up during periods of extreme cold.

17.9 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.

17.10 All drivers must attend **five (5)** mandatory safety workshops annually. Any mandatory safety workshops will be paid at the special work rate. Employees are required to attend all mandatory workshops to remain in service. The company will endeavour to hold workshops in the outlying area, to minimize travel to the branch. Where the employee is required to attend a workshop at the Lindsay branch, such employee will be provided with transportation consisting of either the use of the Company vehicle or, a ride on a group bus.

ARTICLE 18 - BULLETIN BOARDS

18.1 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 19 - CORRESPONDENCE

19.1 Each employee shall keep the office informed of his current address and telephone number.

19.2 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 20 – GENERAL

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

20.2 It is a condition of employment for a driver that he/she holds a valid Class B Ontario driver's license to perform his/her 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.

20.3 No person shall act as a Steward or negotiator who has not successfully completed his probationary period.

20.4 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.

20.5 Telephone Calls - If it becomes necessary for a driver to call the office when he/she is on company business, he/she 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.

20.6 Pay Scheduling - Drivers to be paid seven (7) working days after the pay period ends including holiday pay, and regular bi-weekly payroll will be by direct payroll deposit to the employees bank account held with a recognized financial institution. 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.

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

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

20.9 The Company agrees to pay a maximum of \$75.00 towards the Ministry of Transportation Medical required for maintaining a Class B license every three (3) years upon the production of a valid receipt. (\$80.00 effective Sept. 1/06)

20.10 Medicals for Class B license for drivers over sixty five (65) years of age to be paid a maximum of \$75.00 annually. (\$80.00 effective Sept. 1/06)

20.11 The Company will endeavour to give two (2) days notice to drivers for scheduled vehicle service.

20.12 PIPEDA

The Union and the Employer agree to endorse the principles outlined in the Personal Information and Electronic Documents Act. The Union and the Employer also agree to apply privacy protection principles to any personal information that is disclosed to either party during the course of the administration of the collective agreement and the collective bargaining relationship.

ARTICLE 21 - TRAINING

21.1 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.

21.2 Training During Normal Working Hours - An employee required by the Company to take training during his normal working hours will be paid his 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 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.

21.3 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.

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

21.5 Retroactivity shall be paid to all employees covered by this Collective Agreement employed at the time of ratification.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 The duration of this Agreement shall be from September 1, 2005 to August 31, 2007

DATED at Lindsay, Ontario this day of 2006

FOR:
Laidlaw Transit Ltd

FOR:
National Automobile, Aerospace,
Transportation and General Workers Union, (C.A.W.
Canada) Local 4268

Employees with one (1) or more years of service.

(Upon ratification, two years until then)

Service calculated as per employee's anniversary date each year

School Board Paid - Daily Route Kilometers

| Kilometers | Sept. 1/05 | Sept. 1/06 |
|------------|------------|------------|
| 0 – 87 | \$38.84 | \$39.84 |
| 88 – 105 | \$40.05 | \$41.05 |
| 106 – 121 | \$41.26 | \$42.26 |
| 122 – 137 | \$42.44 | \$43.44 |
| 138 – 153 | \$43.64 | \$44.64 |
| 154 – 169 | \$44.85 | \$45.85 |
| 170 – 185 | \$46.05 | \$47.05 |
| 186 – 217 | \$47.24 | \$48.24 |
| 218 – 250 | \$48.45 | \$49.45 |
| 251 – 283 | \$49.63 | \$50.63 |
| 284 – 316 | \$50.84 | \$51.84 |

Employees with Less than one(1) year of service.

(Upon ratification, two years until then)

Service calculated as per employee's anniversary date each Year

School Board Paid - Daily Route Kilometers

| Kilometers | Sept. 1/05 | Sept. 1/06 |
|------------|------------|------------|
| 0 – 87 | \$35.26 | \$36.26 |
| 88 – 105 | \$36.35 | \$37.35 |
| 106 – 121 | \$37.43 | \$38.43 |
| 122 – 137 | \$38.50 | \$39.50 |
| 138 – 153 | \$39.58 | \$40.58 |
| 154 – 169 | \$40.67 | \$41.67 |
| 170 – 185 | \$41.75 | \$42.75 |
| 186 – 217 | \$42.82 | \$43.82 |
| 218 – 250 | \$43.91 | \$44.91 |
| 251 – 283 | \$44.97 | \$45.97 |
| 284 – 316 | \$47.06 | \$48.06 |

Wheelchair Drivers:

Where drivers are transporting students in wheelchairs, the driver will receive a premium of two dollars and fifty cents (\$2.50) per day on their home to school runs and also on wheelchair charters (\$3.00 Sept 1/06)

B run rates

| | Sept. 1/05 | Sept. 1/06 |
|-----------------|------------|------------|
| "B" run per day | \$14.13 | \$14.41 |
| Per run | \$7.07 | \$7.20 |

Runs will be designated by the Company

E run rates

"E" Runs in excess of 1 hour per day from first pick upto last drop off

| | Sept. 1/05 | Sept. 1/06 |
|------------------|------------|------------|
| "E" Runs per day | \$16.59 | \$16.92 |
| Per run | \$8.30 | \$8.46 |

Runs will be designated by the Company

| | | |
|------------------|---------|---------|
| Co-op Run Single | \$17.78 | \$18.13 |
| Co-op Run Double | \$21.25 | \$21.67 |

Late runs - Paid at 1/2 of the regular school rates.

| | On Ratification | Sept. 1/06 |
|----------------------|-----------------|------------|
| Charter Rate(per hr) | \$10.13 | \$10.33 |

| | | |
|-------------------|--------|--------|
| Special Work Rate | \$8.05 | \$8.21 |
|-------------------|--------|--------|

| | | |
|---------------------|---------|---------|
| 2:00 P.M. Dismissal | \$57.89 | \$57.89 |
|---------------------|---------|---------|

| | | |
|--------------------|---------|---------|
| On Company Request | \$19.00 | \$19.00 |
|--------------------|---------|---------|

| | | |
|--|--|--|
| | | |
|--|--|--|

| | Sept. 1/05 | Sept. 1/06 |
|--------------------|------------|------------|
| After 8 hours | \$9.50 | \$9.50 |
| Subsequent 4 hours | \$4.25 | \$4.25 |

Extra Runs

Will be paid according to the portion of the run covered with a minimum of one-half (1/2) the run rate.

Storm Days

When school transportation is cancelled due to inclement weather conditions, drivers will be paid 100% of the daily rate for the first five (5) days, any subsequent days will be paid the same percentage of the daily rates as the Company is reimbursed by the School Board.

When a "B" run is cancelled the driver doing the cover run will be the only person paid as per the Collective Agreement.

Separate School Runs

Wage subsidy

Effective date of ratification - \$2.15 per day.

Effective September 1st, 2006 - \$2.75 per day.

In the case of a driver performing a charter for a group home or for the crown for those acting as jurors, and the return time cannot be set, therefore requiring the driver to remain accessible for a telephone call, the driver will receive a flat payment of ten dollars (\$10.00).

SCHEDULE "B"

REGIONS OF OPERATION

Lindsay

Town of Lindsay (including I.E. Weldon and Jack Callaghan Public School)
(Little Britain, Oakwood)

Peterborough
Bobcaygeon
Fenelon Falls
Fenelon Twp.
Kirkfield
Woodville
Omeme
Manvers

Charters

One Way Drop Charters – all areas as defined
Drivers will be paid a minimum of one (1) hour

Seniority Lists

School Bus Drivers
Activity Bus Drivers

Letter of Understanding

Mr. Dave Tilley
Representative C.A.W Canada
10 Codeco Court,
Don Mills, Ontario

September 1st, 2003

Re: Collective Agreement between Laidlaw Transit Ltd (Lindsay Branch) and National Automobile, Aerospace, Transportation and General Workers Union, C.A.W. Canada, Local 4268

Dear Mr. Tilley;

The Joint Labour Management Committee shall in the case of a Lindsay driver's run being eliminated, mutually agree upon placing the driver affected in other work, in the case of the driver affected having more seniority in the area in which the driver works. This will include but not limited to, placing the driver in a vacant run, the driver accepting lay off until a new run becomes vacant or being permitted to bump the junior employee in their area. The junior employee would then be laid off.

Yours truly;

Laidlaw Transit Ltd

J. Christopher
Senior Manager, Labour Relations