

COLLECTIVE AGREEMENT

BETWEEN:

**LIDLAW TRANSIT LTD
O/A
First Student Canada**

(Hereinafter referred to as the "Company" of the first part)

AND:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA, (C.A.W. CANADA)
AND ITS LOCAL 4268**

(Hereinafter referred to as the "Union" of the second part)

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Duration 2007 to 2010

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ARTICLE 1: PREAMBLE AND PURPOSE

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

The Company 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 (First Student, Inc.), save and except foreman, manager, persons above the rank of manager, office, sales and maintenance staff, full time driver trainer and safety officer.

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. 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 treasurer of the Local (CAW Local 4268, c/o Russ Lucking 219 Eleanor Ave. Hamilton On. L8W 1C7 and the Chief Steward, 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 made 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 – Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Union is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Union with name, occupations, telephone number and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of engagement. On commencing employment, the employee's immediate supervisor shall provide the new employee with the telephone numbers of their union representatives. A copy of the Collective Agreement provided by the Union will be included in all start-up or welcome packages provided by the Company. In addition, the new employee will be allowed twenty (20) minutes to meet with the Union representative privately, not on Company time.
- 3.11** Each new employee when hired by the Company will be required to complete in full 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** The Union agrees that 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.

The Company will communicate in advance the dates and times of union meetings. The Company further agrees to announce the meeting three (3) times per day; a.m., noon, and p.m. commencing on day prior to the meeting and the day of the meeting. The times are to be determined in co-operation with the Chief Steward.

- 3.13 On evenings when the Union is holding a meeting, the Company shall make every reasonable effort to schedule work in a manner, which will permit employees to attend.

Providing transportation to Union Meetings:

The Company will provide up to three (3) vehicles at designated pickup points for the purpose of bringing employees both to the meeting and returning to their pickup location. There will be no wages paid or owing to the driver. In any case where conduct of passengers and/or the driver cause concern to the Company with respect to safety and or its' reputation a meeting shall be held with the Chief Steward.

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) Hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim of an employee that she/he 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. This time may be extended only by mutual agreement of the Union and the Company.
 - (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 that are made or altered by the Company from time to time. In addition, the Company will provide the Union with advance notice of 4 days in writing on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.
- (e) Except in cases of drinking or substance abuse on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. The company will give the Chief Steward forty-eight (48) hours notice of matters to be dealt with at impartial hearings and grievances, and the subject matter to be dealt with.
- Nothing herein prevents the company from removing such driver from service without pay until such hearing with the Chief Steward in attendance.
- A driver shall not be held out of service for more than three (3) working days, while an investigation is going on. Nothing in this article shall, however, deprive an employee of exercising his/her full rights under the grievance procedure, as set out in this Collective Agreement.
- (f) No employee shall be held out of service for an investigation of any charge against him/her for a period of no more than three (3) working days without holding a hearing by the Company concerning such matters, and the employee and the Chief Steward must be notified at least forty-eight (48) hours in advance of such hearing, in writing.
- (g) Letters of reprimand, adverse reports or written disciplinary warnings shall be removed from an employee's file after twelve (12) months. Disciplinary suspensions and minor driving offences shall be removed from an employee's file after twelve (12) months. More severe driving offences (that involve points on a driver's license) shall be removed from an employee's file after twenty-four (24) months.

With respect to the Company's obligation to consider all complaints received about a driver; management will take into consideration the source of the complaint, as well as the ability to verify the complaint, when determining what, if any, action to take resulting from the complaint.

When the Company has a complaint from the Board, management in co-operation with the Chief Steward will meet and decide any action to be taken (if necessary).

It is understood that the Board has no rights as far as the disciplining of drivers under this Collective Agreement.

All letters of understanding will be signed by the President of the local and/or designate and the director of Human Resources First Student and/or designate.

4.2 A copy of any entry, which relates to an employee's conduct, shall be sent to the employee and to the Chief Steward, at the time any entry or document is placed in the employee's file. Any employee may request to review his/her own work record on the employee's file twice in any calendar year. Such review will be accommodated within a seven (7) Working days period. Employees will also be granted this request at the conclusion of any discipline, which may occur during their employment.

4.3 An employees' reply to a complaint, accusation or expression of dissatisfaction shall become part of his/her record. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified. Disciplinary action, where necessary, will not be unduly delayed.

Article 5: Workplace Harassment

1. The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced 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.

2. The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of age, sexual orientation, or disability, save and accept those limitations as set out in the Federal Jurisdiction.
3. The Company and the C.A.W. 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, innuendos, 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 patronise, 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/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 Unit Chairperson.

The Unit Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigative 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 person of the same gender.

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 Chief Steward who will make a determination on an appropriate resolution. The Human Resource Manager and the Chief Steward will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National C.A.W. 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.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the Human Rights Code.

ARTICLE 6: NO STRIKES OR LOCKOUTS

- 6.1 During the term of this Agreement, the Union agrees that it will not call, authorise, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined under the Canada Labour Code.
- 6.2 It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, 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 7: UNION COMMITTEE AND STEWARD

- 7.1 The Company recognizes the right of the Union to appoint or otherwise select a negotiating committee, a grievance committee and a Health and Safety Committee. The Company undertakes to recognize and deal with all of these committees. The Chief Steward shall have super seniority (second last person to be retained on the seniority list for the purpose of permanent layoff).
- 7.2 The Company and the Union agree that a labour management co-operative committee will schedule monthly meetings or bi-weekly if necessary, for the purpose of discussing the matters of mutual concern. Meetings between the Company and the Union committee shall be held at times mutually agreeable to both Parties. 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 by the Company and a copy to the Chief Steward within ten (10) days. The Company will pay union representation for Labour / Management meetings to a minimum of two (2) hours at the special work rate or loss revenue time, whichever is greater.
- If a matter appears on a labour / management agenda for three (3) consecutive meetings, the Company to provide the Union with a written response before the fourth meeting.

- 7.3 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 Agreement.
- 7.4 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, but will not enter into any contracts that are not subject to the provisions of the Collective Agreement.
- 7.5 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.
- 7.6 The Union shall notify the Company in writing of the names of its officers, chief steward, stewards and the union committees dealing with the Company. The Company shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.
- 7.7 The Chief Steward and stewards have regular duties to perform on behalf of the Company. 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.
- 7.8 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/her nominee before visiting any property of the Company, which consent will not be unreasonably withheld.
- 7.9 The Company shall notify every employee of their right of Union representation at the time any meeting is set up in which discipline is being contemplated. The

Company shall provide the employee with time to talk to their Union representative before the discipline meeting.

7.10 No person shall act as a steward or negotiator who has not successfully completed his/her probationary period.

ARTICLE 8: GRIEVANCE AND ARBITRATION

8.1 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 finalised 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. Both parties shall agree to acknowledge receiving all grievances and correspondence of such grievance material to the other party in writing or as mutually agreed.

8.2 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels she/he had been unjustly dealt with, the following procedure shall be followed:

Pre-Step: Verbal. The Employee and Manager or his/her designate shall meet within five (5) days, in order to settle any disputes before filing a grievance. If no settlement can be reached, the Employee may proceed with filing a grievance with the Union.

Step 1: The grievance shall be in writing, a copy of which shall be given to the Branch Manager and to the employee's steward. The grievance must be presented to the Branch Manager within seven (7) working days after the occurrence of the matter complained of and the Branch Manager shall answer

the grievance presented to him/her in writing within seven (7) working days after he/she has received it. The grievance may be signed by the employee, his/her steward or Chief Steward, with the exception of dismissal grievances, which the affected employee must sign.

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 Branch Manager, present the grievance in writing to the District Manager or his/her nominee, who shall render his/her decision in writing within five (5) working days after receiving it.

Step 3: If the matter is not settled in Step 2, the Chief Steward may present the grievance to the Director of Human Resources within five (5) working days of receiving a written decision from the GM or his/her designate. If either party agrees that a settlement can be reached with a meeting, the meeting shall take place within five (5) working days, otherwise the grievance shall be answered within seven (7) working days of the Director of Human Resources receiving it.

8.3 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 desiring party will suggest three arbitrators to be picked from. The other party shall also forward three names of Arbitrators and both sides shall agree on a sole Arbitrator to hear the case.

8.4 The Company and the Union shall, within five (5) working days, appoint or select a sole Arbitrator. If they are not able to select an Arbitrator, they shall request the Minister of Labour to make the appointment.

- 8.5 The sole Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to him/her for disposal and his/her decision shall be final and binding on all parties concerned. Ok 12/18/07
- 8.6 The parties will equally bear the expense of the Arbitrator.
- 8.7 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.
- 8.8 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 Chief Steward submitting a statement of the claim to the Director of HR 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 Director of HR 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.
- 8.9 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing between the Company and the Chief Steward. 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, 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.

- 8.10 Other than the initiation of a grievance, when either Party violates the time limits, the grievance will proceed to the next step. The Union will advise the company in writing when a grievance is dropped.
- 8.11 Time set for grievances, arbitration's and investigations shall not include Saturdays, Sundays and Public Holidays for both the Company and the Union.
- 8.12 In an interview 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/her right to have a union representative of his/her choice attend the meeting with the employee. The Company shall provide the employee with time to talk to their Union representative before the discipline meeting.
- 8.13 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within five (5) working days of the date the employee is notified of the discipline.
- 8.14 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

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: LEAVE OF ABSENCE

- 10.1 Employees requesting a leave of absence shall make written application to their manager giving at least seven (7) working days notice (if possible). Such leave of absence shall be granted in writing, with a copy to the Chief Steward. The Company may, at its discretion, grant such leave of absence for a period of up to one (1) month.
- A driver with less than one (1) year of seniority shall not be granted a leave of absence, except in the case of an extreme emergency, at which time the Company and the Union will meet to determine if seniority is maintained.
- 10.2 A leave of absence may be extended by the Company upon receiving notice from the employee, provided such notice is received at least three (3) working days prior to the expiration of the leave of absence.
- 10.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall, unless the Branch Manager is advised of exceptional circumstances, be terminated.
- 10.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 10.5 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 Chief Steward.
- 10.6 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.
- 10.7 Upon written request of the President of Local 4268, and/or local the Local 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 President of Local 4268, and/or the Local Chief Steward prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one (1) time shall not exceed three (3).

10.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list.

It is clearly understood that the Company will return the driver to his/her former run when returning from a short-term leave of absence (i.e. less than one (1) months), during the same school year.

10.9 An employee wishing to return from leave of absence prior to the expiration of his/her approved period of leave must advise his/her supervisor at least three (3) working days in advance of the date upon which she/he 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/her duties at a time specified by the Company. When a driver has been granted a leave of absence in writing, the driver may cancel the leave in writing, and may perform their regular run if the employee has given three (3) working days notice to the Company prior to the proposed leave.

There will be payment from the Company for the requested doctors' notes clearing employees to return to work.

10.10 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 earnings and the payment received from jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee to serve as a court witness for the Company in any matter arising out of his/her employment shall be considered as time worked at

the appropriate rate of pay at straight time, to a maximum equivalent of their daily rate. If the employee is on a designated lay-off period, the employee shall be paid for all their time in court at the special work rate to a maximum equivalent of their normal daily rate prior to the lay-off period.

- 10.11 An employee returning from a leave of absence granted in accordance with Clause 10.1 will be returned to the route held previous to the leave of absence, unless a signup period has passed and provided the route remains.

ARTICLE 11: VACATIONS

- 11.1 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.
- 11.2 Employees who have maintained an employment relationship with the Company of one (1) year shall receive a vacation of two (2) weeks and they shall receive for vacation pay an amount equal to four percent (4.0%) of the pay received for all work performed in the working year.
- 11.3 Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six percent (6.0%) of earnings in the previous year.
- 11.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight percent (8.0%) of earnings in the previous year.
- 11.5 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.

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

11.7 Employees may request vacation in up to two weeks blocks for the next calendar year (January–December) by the end of September each year. Vacations will be awarded by seniority. Any vacation requests submitted beyond the end of September will be awarded on a first come basis.

11.9 *Vacation Pay:*

Employees shall receive for vacation pay the applicable percentage of the previous year's earnings as set out in Clauses 11.1 through 11.6.

Vacation pay accrued shall be paid to all employees by direct deposit the first pay in November on a separate cheque.

11.10 Records of employment to be issued for all employees automatically at all layoff periods and in accordance with the Canada Labour Code. In cases of any delays by the Company in issuing ROE'S, the Company shall assist the employee so affected to register with the Employment Insurance Commission.

ARTICLE 12: PAID HOLIDAY

12.1 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.

12.2 The parties agree to recognize Easter Monday as a statutory holiday in lieu of the Remembrance Day holiday.

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

The Company will continue the practice of recognizing Family Day (3rd Monday of February) each year as a Statutory Holiday.

12.3 If any of the Company-recognized holidays not designated under the Canada Labour code cease to be recognized by a customer and services are required on that day, the Parties agree to meet and discuss methods to address this issue.

12.4 General holiday pay shall be calculated at the drivers normal regular daily rate. Snow days if paid by the board shall be used in this calculation.

The Company will continue this practice through the life of this collective agreement.

12.5 Christmas and March Breaks:

Any days of layoff (Monday to Friday) occurring prior to a holiday shall be treated as days worked for the purpose of calculating the fifteen (15) or more days as set out in clause 12.4

ARTICLE 13: BEREAVEMENT LEAVE (ALL EMPLOYEES)

13.01 The Company agrees that in the event of a bereavement in an employee's immediate family, (meaning spouse/common law spouse, son/daughter, son/daughter-in-law, mother/father, sister/brother), 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/her regular rate of pay. In the event of a bereavement concerning a grandparent, grandchild, mother/father-in-law, sister/brother-in-law, step-parents and step children, if the employee attends the funeral, allowing 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/her 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.

An employee may withhold one (1) day of bereavement time for spring burial.

ARTICLE 14: PART-TIME EMPLOYEES

14.01 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 works twenty-eight (28) hours in a week for a period of twelve (12) weeks will be classified as a full time employee. Part time employees under this Agreement do not participate in any benefit packages included in this Agreement. Charter hours are not to be included in this calculation.

ARTICLE 15: HEALTH AND WELFARE (FULL-TIME EMPLOYEES ONLY)

15.1 All full time employees with seventy (70) calendar day's 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
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Accident, Death and Dismemberment	\$35,000.00
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Weekly Indemnity – First Day	–	Accident or Hospitalization
Eighth Day	–	Sickness
Maximum	–	Fifteen (15) Weeks

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

ARTICLE 16: SAFETY AND HEALTH

16.1 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”).

16.2 Health and Safety

The Company further agrees to the establishment of a joint Health & Safety Committee which will be composed of a minimum of two (2) employees appointed by the Union and a minimum of two (2) representatives of the Company. 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/incidents 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. Co-chairpersons 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) 8 hours at the special work rate.

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 loss of revenue or hours at special work rate, whichever is greatest.

The members of a Committee are entitled to 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.

There shall also be an accident review committee whose duties will include but not be restricted to reviewing all accidents/incidents and deciding as to whether these accidents are preventable or non-preventable. All members of the Accident Review Committee shall be paid for all their time at special work rate or lost wages, whichever is greater.

One Health and Safety representative shall be paid a maximum of one (1) hour per month, at special work rate, to prepare or to review issues for the next Health and Safety meeting.

16.3 *Category 1 Accidents:*

Employees who have three (3) Category 1 vehicle accidents in any twenty-four (24) month period may be dismissed from service.

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.

16.4 *Driving Rules:*

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.

16.5 It is understood that there is a specific obligation on the part of an 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.

- 16.6 If the company requests a medical certificate, doctor's note or a note from a specialist from an employee, the company shall pay the full amount. All monies will be paid in full upon submission of a receipt.
- 16.7 It shall be duty of an employee to report promptly in writing to the Company all defects in equipment. It shall be the Company's duty to repair all defects upon receipt. In the event an employee detect any unsafe conditions of their vehicle that he/she is to operate, they shall have the right to refuse to drive said vehicle, as per The Canada Labour Code Part II, until a licensed mechanic corrects the defect involved. The Company shall not ask any employee to drive a vehicle, that employee feels is unsafe.
- 16.8 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle as prescribed by the company.
- 16.9 There will be a minimum of five (5) mandatory safety workshops annually. Drivers will be paid at the charter rate for time spent in such meetings, with a minimum payment of one (1) hour. For drivers who cannot attend one or more workshops, due to illness, family emergencies or other work commitments, there will be alternate dates set agreeable to all parties involved for makeup workshops to be held during normal working hours.
- 16.10 The Company shall provide every employee with the proper cleaning materials, (i.e. gloves, paper towel, disinfectant and window cleaner) for safety purposes, as well as to disinfect their work area.

ARTICLE 17: BULLETIN BOARDS

17.1 A secured bulletin board shall be provided at all yards for the use of the Union for calling of meetings and notices relative to all employees. The Operations Manager shall receive a copy of the notice before it is posted. The Chief Steward and the Operations Manager shall have the only keys if so equipped. Union to provide if not already there.

ARTICLE 18: CORRESPONDENCE

18.1 Each employee shall keep the office informed of his/her current address and telephone number. If an employee's information changes the employee will be supplied with a union authorization card for completion by the employee. The Union needs to supply the cards to the Company.

18.2 All communications between the parties shall be addressed to:

- (a) Branch Manager and General Manager, First Student.
- (b) President and Chief Steward of the C.A.W., at the last known address in the case of the Union.
- (c) Copy to regional office of the union.

ARTICLE 19: GENERAL

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

19.2 It is a condition of employment for a driver that he/she holds the necessary Ontario Drivers License to perform his/her normal duties. Cancellation and/or inability to maintain the required drivers' license may result in termination. An investigation by the Company and the Union will be done as to why a driver's license has been cancelled and as a result a driver may be offered a non-driving position for up to thirty (30) days.

19.3 **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 as soon as possible.

19.4 *Telephone Calls*

If it becomes necessary for a driver to call the office when he / she is on charters, highway runs, etc., he / she shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule will be extended. If the driver is asked to call the Company and it is long distance, the Company shall reimburse the driver or accept the charges.

It shall be encouraged that drivers use provided 1-800- lines where possible.

19.5 Proofs of the new agreements will be prepared by the Company for signing within thirty (30) days of the final agreement and the Union agrees to proof and return the proofed copies of the agreement to the company within thirty (30) days of receiving it.

19.6 The Company agrees that the payroll procedure for drivers will include a detailed spreadsheet upon request. A driver who has a shortage in their pay of twenty-five (\$25) dollars or more shall be paid immediately upon discovery of the error. Any error which amounts to less than twenty-five (\$25) dollars will be paid on the next regularly scheduled pay.

19.7 The Company agrees to pay two hundred and fifty (\$250.00) towards the cost of printing the Agreement, upon receipt of the printing invoice.

19.8 When a new position is created outside the bargaining unit, the Company shall post notice of such position on all bulletin boards as per Company policy so that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure as per Company Policy.

19.9 Upon driver request, maps will be provided.

19.10 The Company will endeavour to give drivers two (2) days notice of vehicle service

needs. Lindsay Division

ARTICLE 20: TRAINING

20.1 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 will be advised when employees exchange positions in accordance with the Clause.

20.2 Training During Normal Working Hours – An employee required by the Company to take training during his/her 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/her 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.

Where required by the Company or one of its customers, drivers will be paid to attend a first aid course not exceeding eight (8) hours.

20.3 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to the Branch Manager, stating their desires, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

20.4 PIPEDA

The Union and the Company agree to endorse the principals 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 administration of the Collective Agreement and the collective bargaining relationship.

- 20.4 The Company agrees to pay a maximum of \$70.00 towards the Ministry of Transportation Medical required for maintaining a Class B license every three (3) years upon the production of a valid receipt. As of September 1, 2007 – \$80.00; September 1, 2008 – \$90.00; September 1, 2009 – \$90.00.
- 20.6 Medicals for Class B license for drivers over sixty five (65) years of age to be paid a maximum of September 1, 2007 – \$80.00; September 1, 2008 – \$90.00; ; September 1, 2009 – \$90.00 annually.
- 20.7 Route reviews not occurring during the drivers' normal route shall be paid at the special work rate.

ARTICLE 21: SENIORITY AND CHARTER WORK ALLOCATION

- 21.1 There is a 60 day probation period at all Divisions.
- 21.2 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.

21.3 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.

21.3 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 start-up. The Local Chairperson will be given prior notice of the sign up, and the Local Chairperson or their designate will 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/her seniority, provided the approved parking location of the bus is within a ten (10) kilometre radius of any point on the 'A' 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 signup 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 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.

21.4.1 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 sign-up list. In that case, the dispatcher will assign the work as efficiently as possible to any driver who will accept. Drivers with two pieces of full-time work are not eligible for Charters.

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.

21.4.2 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.

- 21.4.3** 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 sign-up 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.
- 21.4.4** 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.
- 21.4.5** 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.
- 21.4.6** As in school charters, public charters shall not interfere with a.m. or p.m. school runs.
- 21.4.7** 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 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.
- 21.4.8** (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 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.

21.4.9 ***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.

21.4.10 (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 21.4.8(c)

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

21.4.12 [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 \(\\$10.00\).](#)

21.4.13 ***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.

21.5 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.

21.6 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. Employees 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.

21.7 (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.

- 21.8 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.
- 21.9 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.
- 21.10 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".

21.11 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.

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

21.13 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.

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

(a) Casual drivers will be moved to the bottom of the casual drivers' list if the casual driver:

- refuses or is not available for six (6) consecutive pieces of work during a three (3) month period, or
- 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.

21.15 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. After four (4) months consecutive work – in Lindsay or on loan – regular seniority list placement will be considered and reviewed at monthly LM meetings. Decisions should be made prior to sign up.

21.16 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.

21.17 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 twenty-four (24) hours respectively.

21.18 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.

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

21.20 All request charters shall be in writing from the customer and a copy provided to the Local Chairperson or designate when requested.

21.21 *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 \$0.34 (thirty-four) 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.

21.22 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 22: HOURS OF WORK

22.1 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

22.2 School bus drivers shall be paid on the basis of the school board paid daily route miles.

22.3 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.

22.4 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.

22.5 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 23 – PAID EDUCATION LEAVE (PEL)

23.1 The Company agrees to pay into special fund \$500.00 (five hundred) dollars per year for the purpose of providing Paid Educational Leave. Such leave will be for upgrading the employee skills in all aspects of the trade union functions. Such monies to be paid into a trust fund established by the National CAW Union effective from the date of ratification, and sent by the Company to the following address:

CAW Paid Educational Leave Program,
CAW/TCA - Canada
205 Placer Court, Toronto, ON M2H 3H9

23.2 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

23.3 The Company finally agrees to provide documentation to the PEL Program re: the number of workers and total hours worked each payment; this information will also be forwarded to the Chairperson of the CAW bargaining unit.

ARTICLE 23: DURATION OF AGREEMENT

The duration of this Agreement shall be from September 1, 2007 up to and including August 31, 2010.

DATED at Toronto, Ontario, this day of 2008.

For: For:

LIDLAW TRANSIT LTD.

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA – (C.A.W. CANADA) AND ITS
LOCAL 4268**

Mac MacMillan General Manager

Len Poirier President CAW 4268

Alan Smale Area Manager Near North

Jane Lidtkie Chair Person Committee

Jake Arnold Human Resources

Laurie McNeven Committee Member

Gary Atherton Committee Member

Jodi Bisschop Committee Member

Kelly Tamlin Committee Member

Dave Tilley National Representative

SCHEDULE "A"

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

Service calculated as per employee's anniversary date each year.

****All raises will be on base amount non-inclusive of board or company equalization premiums.****

**School Board Paid – Daily Route Kilometers
Including \$3.35 Board Subsidy – Both Boards**

Kilometers	Sept. 1, 2006	TLDSB/Co. Equal.	Sept. 1, 2007	TLDSB/Co. Equal.
		\$3.35		\$3.35
0 – 87	\$39.84	\$ 43.19	\$ 41.83	\$45.18
88 – 105	\$41.05	\$ 44.40	\$ 43.10	\$46.45
106 – 121	\$42.26	\$ 45.61	\$ 44.37	\$47.72
122 – 137	\$43.44	\$ 46.79	\$ 45.61	\$48.96
138 – 153	\$44.64	\$ 47.99	\$ 46.87	\$50.22
154 – 169	\$45.85	\$ 49.20	\$ 48.14	\$51.49
170 – 185	\$47.05	\$ 50.40	\$ 49.40	\$52.75
186 – 217	\$48.24	\$ 51.59	\$ 50.65	\$54.00
218 – 250	\$49.45	\$52.80	\$51.92	\$55.27
251 – 283	\$50.63	\$ 53.98	\$53.16	\$56.51
284 – 316	\$51.84	\$ 55.19	\$ 54.43	\$57.78
317 – 349	\$53.03	\$ 56.38	\$ 54.68	\$59.03

Kilometers	Sept. 1, 2008	TLDSB/Co. Equal.	Sept.1, 2009	TLDSB/Co. Equal.
		\$3.35		\$3.35
0 - 87	\$43.29	\$46.64	\$44.59	\$47.94
88 - 105	\$44.61	\$47.96	\$45.95	\$49.30
106 - 121	\$45.92	\$49.27	\$47.30	\$50.65
122 - 137	\$47.21	\$50.56	\$48.63	\$51.98
138 - 153	\$48.51	\$51.86	\$49.97	\$53.32
154 - 169	\$49.82	\$53.17	\$51.31	\$54.66
170 - 185	\$51.13	\$54.48	\$52.66	\$56.01
186 - 217	\$52.42	\$55.77	\$53.99	\$57.34
218 - 250	\$53.74	\$57.09	\$55.35	\$58.70
251 - 283	\$55.02	\$58.37	\$56.67	\$60.02
284 - 316	\$56.34	\$59.69	\$58.03	\$61.38
317 - 349	\$57.63	\$60.98	\$59.36	\$62.71

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

Service calculated as per employee's anniversary date each year.

****All raises will be on base amount non-inclusive of board premiums.****

School Board Paid - Daily Route Kilometers

317 - 349	\$49.13	\$52.48	\$51.58	\$54.93
Kilometers	Sept. 1, 2006	TLDSB/Co. Equal.	Sept. 1, 2007	TLDSB/Co. Equal.
		\$3.35		\$3.35
0 - 87	\$36.26	\$39.61	\$38.07	\$41.42
88 - 105	\$37.35	\$40.70	\$39.21	\$42.56
106 - 121	\$38.43	\$41.78	\$40.35	\$43.70
122 - 137	\$39.50	\$42.85	\$41.47	\$44.82
138 - 153	\$40.58	\$43.93	\$42.60	\$45.95
154 - 169	\$41.67	\$45.02	\$43.75	\$47.10
170 - 185	\$42.75	\$46.10	\$44.88	\$48.23
186 - 217	\$43.82	\$47.17	\$46.01	\$49.36
218 - 250	\$44.91	\$48.26	\$47.15	\$50.50
251 - 283	\$45.97	\$49.32	\$48.26	\$51.61
284 - 316	\$48.06	\$51.41	\$50.46	\$53.81

Including \$3.35 Board Subsidy – Both Boards

Kilometers	Sept. 1, 2008	TLDSB/Co. Equal.	Sept. 1, 2009	TLDSB/Co. Equal
		\$3.35		\$3.35
0 – 87	\$39.41	\$42.67	\$40.59	\$43.94
88 – 105	\$40.58	\$43.93	\$41.80	\$45.15
106 – 121	\$41.76	\$45.11	\$43.01	\$46.36
122 – 137	\$42.92	\$46.27	\$44.21	\$47.56
138 – 153	\$44.09	\$47.44	\$45.42	\$48.77
154 – 169	\$45.28	\$48.63	\$46.64	\$49.99
170 – 185	\$46.45	\$49.80	\$47.84	\$51.19
186 – 217	\$47.62	\$50.97	\$49.05	\$52.40
218 – 250	\$48.80	\$52.15	\$50.26	\$53.61
251 – 283	\$49.95	\$53.30	\$51.45	\$54.80
284 – 316	\$52.23	\$55.58	\$53.80	\$57.15
317 – 349	\$53.38	\$56.73	\$54.98	\$58.33

Increase in Rates September 1, 2007 - 5%; September 1, 2008 – 3.5%; September 1, 2009 – 3%.

Wheelchair Drivers:

Where drivers are transporting students in wheelchairs, the driver will receive a premium of three dollars (\$3.00) per day as of September 1, 2006, on their home to school runs and also on wheelchair charters.

Wheelchair Premium Rates	September 1, 2007	September 1, 2008	September 1, 2009
per day	\$3.15	\$3.26	\$3.36
Per run	\$7.56	\$7.82	\$8.05
“B” Run Rates	September 1, 2007	September 1, 2008	September 1, 2009
“B” run per day	\$15.13	\$15.66	\$16.13

“B” and “E” Runs will be designated by the Company.

“E” Runs in excess of 1 hour per day from first pick up to last drop off

“E” Run Rates	September 1, 2007	September 1, 2008	September 1, 2009
.”E” Runs per day	\$17.77	\$18.39	\$18.94
Per run	\$8.89	\$9.19	\$9.47

Late Runs:

Paid at 1 /2 of the regular school rates.

	September 1, 2007	September 1, 2008	September 1, 2009
Charter Rate			
Charter Rate (per hr)	\$10.85	\$11.23	\$11.57
Co-Op Runs			
Co-Op Single	\$19.04	\$19.71	\$20.30
Co-Op Double	\$22.75	\$23.55	\$24.26
Summer Runs/Per Day			
2:00 P.M. Dismissal	\$60.78	\$62.91	\$64.80
Special Work Rate			
Special Work Rate	\$10.00	\$10.00	\$10.00
Hydro Winter Months			
On Company Request	\$19.00	\$19.00	\$19.00
Home Bus Wash			
On Company Request	\$8.75	\$9.06	\$9.33

	September 1, 2007	September 1, 2008	September 1, 2009
Meal Allowance			
After 8 hours	\$9.50	\$9.50	\$ 9.50
Subsequent 4 hours	\$4.25	\$4.25	\$4.25

2 nd and subsequent days	\$20.00	\$20.00	\$20.00
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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.

Retro

Home to School, "B", "E". Wheelchair, Co-op Single and Double will be paid retro active to September 1, 2007.

Separate School Runs

Effective September 1st, 2007 – equal to public runs.