

# COLLECTIVE AGREEMENT

between:

**LIDLAW TRANSIT LTD.  
(Chatham, Ontario)**

- and -

*J.M.*  
**UNITED BUS WORKERS OF ONTARIO ASSOCIATION,  
LOCAL 120**  
**Representing the employees recognized by this  
Agreement**

January 01, 2003 to December 31, 2005

*13559(01)*

This agreement made this 25th day of October, 2004.

Between:

LAIDLAW TRANSIT LTD.  
(CHATHAM, ONTARIO)

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

UNITED BUS WORKERS OF ONTARIO ASSOCIATION, LOCAL 120

(hereinafter called the "Association")

OF THE SECOND PART

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## **ARTICLE 1: PREAMBLE AND PURPOSE**

- 1.1 The Company and the Association 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 Association and the company, to promote the efficiency of operations and service to the public, to establish rates of pay, hours of work, safe and satisfactory 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: EFFECTIVE PERIOD**

- 2.1 This Agreement shall supersede all such previous Agreements. Except for error, inadvertence or omissions, it shall form the basis of computing salaries and other conditions defined herein. Amendments to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement.
- 2.2 This Agreement shall come into force and take effect (unless otherwise noted) on ratification and shall remain in force until December 31<sup>st</sup>, 2005.
- 2.3 Any extension of the period as defined in 2.2 above shall only be by mutual consent of the Parties of the Agreement.

## **ARTICLE 3: RECOGNITION**

- 3.1 The Company recognizes the United Bus Workers of Ontario Association, Local 120 (School Bus) the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Chatham-Kent) who are school bus drivers and monitors, as listed in the Canada Industrial Relations Board Order, save and except transit drivers, washers, mechanics, body shop employees, foreman, manager, persons above the rank of manager, office, sales and maintenance staff, full time driver trainer and safety officer.
- 3.2 The word "employee(s)" in this Agreement shall mean the employee(s) for whom the Association is the bargaining agent as set out in Article 3.1.
- 3.3 The employer agrees that it will not enter into any other agreements with employees, either individually or collectively which will conflict with any of the provisions of this collective agreement.

- 3.4 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as set out in Article 3.1.
- 3.5 The Employer and the Association agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political, disability, religious affiliation, sex or marital status, place of residence, sexual orientation. The company and the association agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment, including sexual harassment. Any action, contravening this policy will constitute grounds for discipline. Refer to Company policy for further information.
- 3.6 Supervisors and persons, whose jobs are not in the bargaining unit, shall not work on any jobs, which are included in the bargaining unit except in case of emergency.

#### **ARTICLE 4: ASSOCIATION SECURITY**

- 4.1 The Company shall deduct on the payroll on a bi-weekly basis an amount in accordance with the bylaws and constitution of the United Bus Workers of Ontario Local 120 (School Bus) from wages due and payable to each employee coming within the scope of the Collective Agreement, subject to the conditions and exceptions set forth hereunder.
- 4.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Association. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform to a change in the amount of regular dues of the Association 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 Association of the amount of regular monthly dues.
- 4.3 Membership in the Association shall be available to any employee eligible under the constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Association. Membership shall not be denied for reasons of race, national origin, colour, religion or sex or sexual orientation.
- 4.4 If the wages of an employee payable on the payroll in any pay period are insufficient to permit the deductions of the full amount of the dues, the Company

shall make no such deduction from the wages of such employee in such pay period.

- 4.5 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Association, as may be mutually agreed by the Company and the Association, not later than the fifteenth (15<sup>th</sup>) of the month following the date in which the deductions are made.
- 4.6 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 Association, 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 Association.
- 4.7 New Employees – Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Association 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 Association with the name; classification and seniority date of all employees at the labour management meetings.
- 4.8 On commencing employment, the employee's immediate supervisor shall provide the new employee with the telephone numbers of their Association representatives. The President will provide the new employee with a copy of the Collective Agreement. The company shall always make available a sufficient number of copies to satisfy the President's request.
- 4.9 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Association) for the purpose of becoming an Association member and authorizing the company to deduct monthly association dues, as a condition of their continued employment with the Company. This clause is subject to mutual agreement between the Association and the Company as to continued employment. If the employee consents, the company will provide the Association with the employee's address and phone number.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.1 The Association recognizes the right of the employer, subject to any provisions of this Agreement expressly governing such rights, to hire, direct, classify, transfer, promote, demote, lay-off and to:

- a) Discipline or suspend, or discharge for just and sufficient cause, any employee who has completed the probation period; and
- b) Discipline, suspend or discharge any probationary employee for any reason satisfactory to the Employer.

5.2 The Association recognizes the right of the Employer to manage the operation and to make, enforce and amend, from time to time, rules and regulations to be observed by the employees. Such rules and regulations shall be made available to employees.

5.3 Publication of these rules and regulations does not mean or imply any limitation on the employer to add to, delete from, or amend any of the existing rules and regulations.

5.4 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the provisions of this Agreement and recognizes the right of the Association and or the employees to the grievance procedure hereinafter provided.

5.5 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 hearing, an employee shall be entitled to be represented by a representative of the Association.

5.6 Letters of reprimand, adverse reports, verbal or written disciplinary warnings, disciplinary suspension or driving offences shall be removed from an employee's file after twenty four (24) months and cannot be used against them after that period.

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 when determining what, if any, action to take resulting from the complaint. The Company will verify and investigate the complaint to the best of their ability.

5.7 The President and/or Vice-president of the Association and the Branch Manager, or his designate, of Laidlaw Transit Ltd, will sign all letters of understanding.

5.8 The Company and the Association agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership in the Association or any labour organization, or by reason of any activity in the Association or any labour organization.

5.9 Any employee may request in writing to their manager to review his/her own file. The manager who shall be present at the time of such review shall accommodate

such request. An employee's response to a complaint, accusation or expression of dissatisfaction shall become part of his/her record.

#### **ARTICLE 6: NO STRIKES OR LOCKOUTS**

- 6.1 During the term of this Agreement, the Association 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 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.

#### **ARTICLE 7: ASSOCIATION REPRESENTATION**

- 7.1 The Company recognizes the right of the Association 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 six (6) for negotiating committee and three (3) for grievance committee.
- 7.2 The company and the Association agree that a labour management co-operative committee will schedule monthly meetings for the purpose of discussing the matters of mutual concern. Meetings between the Company and the Association committee shall be held at times mutually agreeable to both Parties; not normally during working hours.
- 7.3 The Parties agree that management and the Association Executive members **in** the employ of the company have a special obligation to uphold the terms of this Agreement.

The Association and its members shall not, during the hours of employment, conduct Association activities, except by the employer's permission.

- 7.4 In the cases of grievance it is understood and agreed that no more than two (2) 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 Association official concerned with the grievance.

In the case of an interview involving the discipline of an employee, the employee is entitled to be accompanied by the President or Vice President or designate of the Association. It is the Company's responsibility to inform the employee **of** hisher right to have an Association representative of hisher choice attends the meeting with the employee.



- 7.5 The Association shall notify the Company in writing of the names of its officers and the Association committees dealing with the Company.
- 7.6 The president of the association, vice-president and secretary-treasurer has 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 Association business, without management consent.
- 7.7 At the time any meeting is set up in which discipline is being contemplated, the company shall endeavor to provide the employee with time to talk to their Association representative before the discipline meeting.

#### **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 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 the members of the Association's grievance committee in order to investigate and participate in grievance matters may spend a reasonable amount of time and the Association 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.
- 8.2 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels he had been unjustly dealt with, the following procedure shall be followed:

Step 1: The grievance shall be in writing, copy of which shall be given to the Branch Supervisor and to the employee's representative. The grievance must be presented to the Branch Supervisor within five (5) working days after the occurrence of the matter complained of and the Branch Supervisor shall answer the grievance presented to him in writing within five (5) working days after he 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 Association representative of the employee involved may, within five (5) working days after receiving the written answer from the Branch Supervisor, present the grievance in writing to the Branch 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 Association president and/or his representative may present the grievance to the General Manager or his nominee within five (5) working days after receiving a written decision of the Branch Manager or his nominee. Following the presentation of the grievance at this Step there shall be a meeting arranged between management, the grievance committee (consisting of two (2) members only) and the employee that will take place five (5) working days after the grievance has been presented to the General Manager or his nominee.

Upon mutual consent, a Federal Mediator may be requested to resolve grievances after Step 3 and prior to arbitration.

- 8.3 In the event that the matter has not been settled either Party may, within five (5) working days of the aforesaid meeting, contact the other Party in an endeavor 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 shall be appointed, at the request of the other, nominee by the Minister of Labour.
- 8.4 The two (2) 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 Minister of Labour to make the appointment.
- 8.5 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.
- 8.6 In cases of terminated employees only, in the event that the matter still has not been settled, either party may within fifteen (15) days of the step 3 or mediation meeting, present the matter to an independent third party for binding arbitration of the complaint. Costs associated with this step will be borne by the company. The Association can select the independent third party of their choice. The decision rendered by the arbitrator will be binding on both parties and will be considered to be the final resolution of the complaint.

- 8.7 No matter shall be submitted to a board of arbitration that 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 Association wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within five (5) working days after the occurrence of the matter complained of. If the Association files such a grievance, it shall be done by the president submitting a statement of the claim to the Branch Manager or his nominee who shall answer same in writing within five (5) 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 Branch Manager or his nominee submitting a written statement of the grievance to the president of the Association. He shall answer the grievance in writing within five (5) working days and if the matter is not settled, there shall be a meeting between the Association grievance committee and management within five (5) working days after the local chairperson has submitted his 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 Association President. 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 Association 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 Association.
- 8.12 Disciplinary action, where necessary, will not be unduly delayed.
- 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 discharge.

## **ARTICLE 9: RULES AND REGULATIONS**

- 9.1 The Association acknowledges the right of the Employer to make reasonable rules and regulations from time to time to be observed by its employees. The Employer

will make every effort to advise the Association of such rules prior to implementation when possible.

Copies of all rules or regulations established by the Employer, which affect the membership of this Association, shall be forwarded to the President and/or Vice-President.

- 9.2** It is a condition of employment for a driver that he holds a valid Ontario Class“B” School Bus Driver’s License.

## **ARTICLE 10: SENIORITY**

- 10.1** Unless otherwise stated, seniority as used in this Agreement shall mean the length of service from the employee’s seniority date. Seniority is the principle of granting preference to employees for layoffs and rehiring after layoffs and assignment of all runs subject to the provisions (of Article **10.1**, Article **10.2**, Article 10.6, Article **13.3**, Article **13.6**).
- 10.2** Unless otherwise stated, seniority shall be the last date of hiring by the Employer.
- 10.3** Employees shall be considered as probationary until placed on the seniority list. An employee having less than sixty (60) working days will be considered a probationary employee and is not covered by the terms of this Agreement. A probationary employee may be discharged or disciplined during this period without recourse to the grievance or arbitration procedures.
- 10.4** Upon completion of the probationary period, the employee shall be placed on the regular seniority list. Their seniority shall be backdated to the date of her or his last hiring by the Employer and her/his seniority shall be deemed to run from that date.
- 10.5** Seniority lists will be provided to the Association under the following groups:
- a) Regular Full-time School Bus Drivers
  - b) Full-time A.M.R. and T.M.R. School Bus Drivers
  - c) Spare Drivers
  - d) Casual Drivers
  - e) Monitors

There will be separate seniority lists for each of the classifications as set out above for Chatham and Wallaceburg.

When a driver moves from one list to another list, for any reason other than set out in Article 10.6, that driver will be placed on the bottom of that list.

In order for an employee to be eligible to sign for a school route, the employee must be able to complete both the **A.M.** and **P.M.** routes.

- 10.6 In the event of a 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 inverse order of seniority such that the most senior employee shall, (subject to Article 10.1 and Article 10.4 herein) be laid off last and recalled first.

- 10.7 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 on normal seasonal layoff 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. The reopening of the school shall be deemed in the normal course to constitute a recall notice that shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed to be a "quit". However, it is understood by the parties that there are some circumstances that may prevent an employee from returning to work after a break. In such circumstances, the company and the association will determine what constitutes an excusable exemption on the "deemed to be a quit".
- 10.8 Notice of lay-off due to lack of work shall be in writing and signed by a duly authorized representative of the Employer.
- 10.9 A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the grievance procedure as outlined in Article 8.
- 10.10 If an employee is laid off on account of lack of work, he shall have the right to move to the top of the spare list and maintain his seniority and have the right to be recalled in accordance with his seniority standing, provided that the employee affected has the necessary skill, ability, and qualifications to do the work, up to twenty-four (24) consecutive months following his layoff, provided he reports his intention to return to work within five (5) working days following the receipt by him, by registered mail of a notice by the employer to return to his work. If the employee fails to report for work within five (5) working days or indicates he does not intend to return to work, then the Employer may notify the next employee on the seniority list. It is the responsibility of the employee to inform the Company of their current address and phone number.

However, if the first employee indicates to the Employer that he will be available to return to work within a period of eight (8) working days after the date of receipt of the first notice to him, he shall be entitled to return to work within such ten (10) working day period.

- 10.11 Where two **(2)** or more employees have the same start date, the names will be placed in a hat and seniority will be based on the first name drawn from such hat.
- 10.12 The Employer agrees to post a seniority list by October 1<sup>st</sup> of each year. **Any** disagreement must be raised by October 15<sup>th</sup> of each year or the list shall be deemed accurate. The Company will provide the Association with an updated seniority list at each subsequent Labour/Management meeting for information purposes.
- 10.13 An employee ceases to be an employee for any of the following reasons:
- a) The employee retires;
  - b) The employee resigns;
  - c) The employee is discharged and is not reinstated through the grievance **or** arbitration procedure;
  - d) The employee fails to return from a leave of absence, vacation or suspension unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
  - e) The employee fails to report to work after a lay-off within seven **(7)** calendar days after the receipted delivery of notice of recall by registered mail to the last address of the employee of which the Employer has recorded, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the control of the employer to be due to causes beyond the control of the employee. An employee is responsible for advising the Employer, in writing, of changes in address.
  - f) The employee is laid off for a period longer than twenty-four **(24)** consecutive months;
  - g) The employee is on sick leave after one (1) year **(12 months)** he/she will lose his/her seniority by mutual agreement between the employer and the employee on sick leave if no definite date can be established.

#### **ARTICLE 11: HOURS OF WORK**

- 11.1 Any employee, who commits to work assigned by the dispatcher, shall complete the work assigned.
- 11.2 If an employee does not intend to report for work assigned, the dispatcher must be notified at least two **(2)** hours in advance.

#### **ARTICLE 12: CHARTER WORK**

Employees are eligible to sign for school charters as outlined under the following requirements:

Full-time Charter Drivers – must have one (1) full year seniority as of the first day of October for each year.

Part-time Charter Drivers – must have three (3) months seniority as of the first day of October for each year.

In-Town Charter Drivers – must have three (3) months seniority as of the first day of October for each year.

- 12.1 The Employer will notify all Regular Drivers of the posting of charter Lists for all drivers interested in performing charter work with the first pay after start up in September. All drivers interested in signing up shall do so before October 30<sup>th</sup> of each year.
- 12.2 A charter is defined as work performed for a hiring party who requires the bus for exclusive use. A charter shall consist of departing base, picking up passengers, driving passengers to their destination and, either picking up passengers at destination, or leaving passengers at destination and returning to base. If a charter party requires the employer to return passengers at another time when the charter driver has already returned to base this retrieval of passengers shall be deemed part of the original charter and will be done by the same driver.
- 12.3 The Employer agrees that employees will be called for charter work on a rotating basis in accordance to seniority as defined in Article 10.
- 12.4 The charter board shall work as follows: each November 1<sup>st</sup> the charter board shall start its new rotation. The names will be placed in descending order of seniority – the most senior driver to be placed first on the list and the least senior driver to be placed last on the list.
- 12.5 Charter work shall be assigned and posted on the Charter Board forty eight (**48**) hours in advance except for weekend charters, which shall be assigned and posted on the Charter Board seventy two (**72**) hours in advance.
- 12.6 If a driver refuses three (3) charters in any posting year, they shall be removed from the charter list until the next sign **up**.
- 12.7 When more than one (1) charter is scheduled on the same day, such charters shall be allocated by highest paying charter to the driver according to their rotation status on the list.
- 12.8 When a new charter is booked and the work has already been assigned and posted the new trip will be assigned to the next driver in rotation.
- 12.9 All charter assignments of less than twenty four (**24**) hours shall be determined short notice and will not be used as a penalty against a driver.
- 12.10 In case of overnight charters, the employer will make all sleeping accommodations prior to dispatch and shall inform the driver accordingly.

- 12.11 Expense money shall be given to the driver prior to departure or reimbursed upon their return.
- 12.12 In the case of U.S. charters, the driver shall be given U.S. currency when required.
- 12.13 Gas cards, maps and other material required will be given to the charter driver prior to departure when required.
- 12.14 Any charter booking or driver cancellation made with the employer within twenty four (24) hours of the schedule time of departure will be deemed to be **an** emergency and the Employer shall be allowed to assign the work to any driver available.
- 12.15 The driver shall have the right to halt a charter trip and seek any assistance necessary if such driver reasonably believes the safe operation of the vehicle or his/her own safety or that of the passengers is in danger. It is understood that the driver will continue to be paid until a satisfactory and safe conclusion to the charter trip is made.
- 12.16 Charter drivers who are suspended from their a.m./p.m. runs will be taken off the charter board. When re-instated, said employee will be put back on the charter board in their seniority rotation.
- 12.17 Any association driver whose regular bid run is eliminated or whose run **is** assigned to another Association driver after October 30<sup>th</sup>, subject to the provisions of (Article 10), shall have the opportunity to sign on to the full time or part time charter list.
- 12.18 When a customer requests a specific driver for a charter and that driver is granted the charter out of rotation, he/she forfeits their position on the list until the next rotation of the list. If the driver is requested for consecutive days, he/she will forfeit their position on the list equal to the number of consecutive days requested.
- 12.19 The Company shall pay for two (2) drivers in Chatham and two (2) drivers in Wallaceburg to meet their U.S. charter license requirements.
- 12.20 Charter drivers must give ten (10) days notice if they are not available to do a charter on a certain day. This will not be considered a charter refusal.

### **ARTICLE 13: JOB POSTINGS –SCHOOL ROUTES**

- 13.1 a) The Employer agrees to provide to the Association on or before October 30<sup>th</sup> of each year a complete list of all present runs indicating the route number, schools serviced and rates of pay, subject to change during the school year.



- b) Routes will be selected by seniority commencing on October 30<sup>th</sup> of each year.
- 13.2
- a) A regular school bus driver shall be defined as a driver who has been awarded a permanent a.m. and p.m. run.
  - b) A spare school bus driver shall be defined as a driver who substitutes for any regular school bus driver and is waiting for a permanent a.m. and p.m. run.
  - c) A casual school bus driver shall be defined as a driver who substitutes for any regular school bus driver and is not waiting for a permanent a.m. and p.m. run.

- 13.3 The Employer shall post notices of routes or routes vacant, covered by this Agreement, ten **(10)** calendar days prior to the filling of the position.

Whenever possible, at start up, drivers will be assigned the same run or a similar run to the one held the previous school year.

Any driver(s) whose regular run(s) has been deleted prior to school start up shall have the option of temporarily taking over any new or open run(s) in accordance to the provisions of Article 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver(s) in seniority on a temporary basis until the normal bumping procedure occurs. At this time these drivers will be able to exercise their seniority in accordance to the provisions of Article 13.4

If no routes are deleted, the Senior Spare Drivers until advertised will fill the new routes. These runs will then be posted the first working day of November or when the time sheets have been completed. Assignment of runs from posting will be in accordance to the provisions of Article 10 and 13.4.

- 13.4 When a permanent or new route is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work.

A temporary position will be deemed to be a vacant position only after twenty **(20)** working days of vacancy and it shall be posted and awarded to the senior applicant who has the qualifications required to perform the work. If the Employer has agreed to a written request for leave from a regular driver that exceeds 20 days or more, the position will be posted immediately as a temporary position. The vacant position created by the driver taking the temporary position will be filled by the next available spare driver and then at the Company's discretion.

When a route is deemed to be vacant the Employer shall, in assigning the driver to such a vacancy, be governed:

- a) Seniority
- b) Geography

In cases where efficiency of operation conflicts with the awarding of the vacancy, a discussion shall take place between management and Association to ensure every effort has been made to retain seniority as the governing factor.

A run vacated for maternity leave purposes may only be filled on a temporary basis as per Article 13.3. An employee returning to work after maternity leave shall provide the Employer with at least ten (10) days prior notice. On returning from maternity leave, the employee shall be placed on her original position with the Employer. If the employee is off on maternity leave for more than one (1) year, they will be eligible to bid on any open or new route upon their return.

- 13.5 The Employer agrees to advertise the position of Monitor where a vacant or new position is created. This vacancy or new position will be advertised ten (10) working days prior to filling of said position. The successful applicant must be available to perform the duties required on a regular basis. If there is no successful applicant for the position, said position will be filled at the Employer's discretion.
- 13.6 The Association president shall be advised in writing as to the outcome of all permanent job positions and appointments, cancellations, at labour management meetings or upon request. A grievance may be filed and will not be limited to the five (5) days as per Article 7.

#### **ARTICLE 14: COMPANY FUNDS AND CREDIT CARDS**

- 14.1 The Employer agrees to furnish money and credit cards to those employees requiring such to perform their duties. Each employee will be required to sign for all such advances on a form provided by the Employer.
- 14.2 The employee shall be liable for an inspection at any time and must be able to produce any credit card issued and a full accounting for all monies issued to the employee.
- 14.3 The Employer will issue a receipt to an employee for all monies returned to the Employer.

#### **ARTICLE 15: VEHICLES AND EQUIPMENT**

- 15.1 The Employer agrees to provide vehicles that are properly equipped and maintained in good running order. Employees are required to ensure that they

have carried out safety checks in accordance with Company regulations before leaving the yard and are required to report any defect immediately. If the defect occurs during the operation of the vehicle and is not an emergency the employee is to complete a written repair order on return to the yard. Employees are required to maintain an acceptable level of cleanliness in the vehicle being operated.

15.2 It shall be the responsibility of the farm drivers to maintain the cleanliness of their vehicles as required.

15.3 For the purpose of storing buses where the driver resides, the following criteria apply:

- a) Storage location must meet all local by-laws and restrictions for parking
- b) Storage space shall be at no charge to the Employer
- c) Access and use of hydro plug-in facilities during cold weather will be the responsibility of the employee
- d) The bus at the option of the Employer may be removed from the storage location in the event of vandalism
- e) Fuel facilities suitable to the Employer must be in a location so that deadheading is kept to a minimum.

#### **ARTICLE 16: LEAVE OF ABSENCE – FOR PERSONAL REASONS**

16.1 An employee may apply for a leave of absence for personal reasons giving the employer at least fifteen (15) days written notice except in the case of any emergency. The Employer agrees to give reasonable consideration to such requests and to grant same in accordance with the needs of its operations and the demands of its business. Leaves may be granted for **up** to three **(3)** months.

A 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 five (5) calendar days prior to the expiration of the leave of absence. Employees who are granted extended vacation; seniority shall not accumulate if leave of absence is beyond 60 calendar days.

16.2 An application by an employee or the Association for a leave of absence and replies by the Employer shall be in writing except for a leave of absence for one (1) day or less may be given verbally by the Supervisor.

16.3 When an employee returns from leave of absence, they shall return to their scheduled run as at time of leave of absence granted.

When an employee returns from leave of absence and their run has been deleted or their regular run rate has been decreased, they shall be so informed by the Employer. The employee shall have the option of taking any new or open run in accordance to Article 10 and 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver.

- 16.4 Employees on Leave of Absence from their regular school runs a.m. and p.m. will not be allowed to work the Charter Board until they return to their regular a.m. and p.m. school runs.
- 16.5 Employees may apply for leave of absence for medical reasons up to a period of twelve (12) months accompanied with a doctor's note. This leave may be extended at the employer's discretion if also accompanied by a doctor's note.
- 16.6 Employees on leave of absence due to sickness will be allowed within 48 hours of return to work to any new or open route in accordance to Article 10 and 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver.

#### **ARTICLE 17: LEAVE OF ABSENCE – ASSOCIATION BUSINESS & EDUCATIONAL**

- 17.1 The Employer shall upon the written request of the Association President or Vice-President, made at least fifteen (15) working days in advance, grant a leave of absence to one (1) employee of the membership, to attend association business or educational pursuits for a period not to exceed fifteen (15) days. Such leave shall be without pay and without the loss of any seniority that such employee would have otherwise accrued. Under these same conditions the employer will allow two (2) additional employees leave of absence providing their job vacancies can be filled for the term of the leave.
- 17.2 The filling of a bus run made vacant as a result of any such leave of absence shall be assigned on a temporary basis only. The Employer shall be responsible for filling all routes vacant as a result of any such time off.

#### **ARTICLE 18: BEREAVEMENT LEAVE**

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

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

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

### **ARTICLE 19: MATERNITY LEAVE**

19.1 Maternity leave will be granted in accordance with the provisions of the Canada Labour code.

### **ARTICLE 20: PAID HOLIDAYS**

20.1 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.

School Bus Drivers' Days are: New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Christmas Day and Boxing Day.

Community Living Drivers include the above days plus Civic Holiday and Labour Day.

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

Holiday pay for school bus drivers will be calculated on the basis of work normally performed on the statutory holiday.

General holiday pay shall be calculated at the normal regular daily rate. Statutory holidays worked will be paid as per the Canada Labour Code.

### **ARTICLE 21: VACATION PAY**

21.1 Vacation pay shall be paid in accordance with park III of the Canada Labour Code.

### **ARTICLE 22: INCLEMENT WEATHER**

22.1 Drivers to be paid the same percentage as the Company receives from the school board or other contract customers for days when transportation is cancelled due to inclement weather.

## **ARTICLE 23: JURY DUTY**

23.1 The employer will grant a leave of absence without loss of seniority to **an** employee who is required to report for jury or serves as a juror, or who is subpoenaed as a witness in any court. The Employer shall pay such employee the difference between his normal earnings and the payment he receives from that judicial body.

## **ARTICLE 24: EMPLOYEE BENEFITS**

- 24.1 a) Unemployment Insurance – the Employer will contribute the amount to the fund as required by legislation.
- b) Canada Pension Plan – the Employer will contribute the amount to the fund as required by legislation.
- c) The Employer will pay 100% of a Weekly Indemnity Plan. The details of the plan are as follows:

A weekly indemnity in the amount of not less than \$50.00 (\$10.00 a day for each actual working day) shall be payable to each employee employed to drive school bus in both the morning and afternoon of any day. This indemnity shall be payable for a period of 13 weeks, provided that:

- i) The Employee shall have worked 30 continuous working days with the Company
- ii) The indemnity shall begin with the second continuous week of the sickness. This benefit shall apply during lay-off, and shall be deemed to include statutory holidays for which employees working shall be paid.
- iii) The employee shall not, however, receive pay from the company on these days if benefit on the basis of a sick indemnity is being received.
- iv) The Employee shall be prepared to provide a statement from the doctor stating the nature of the sickness and the length of the illness.
- v) Before returning to work, the Employee must present to the supervisor a statement signed by the doctor authorizing the employee to return to work. The nature of the work to which the employee is returning must be CLEARLY stated.

## **Letter of Understanding**

January 19, 2004

The Negotiating Committee  
Laidlaw Transit  
School Bus Drivers

### With respect to bonuses:

The school year will be divided into the following three segments: September to Christmas, Christmas to March Break and March Break to June.

The three categories that will be considered for bonus are as follows:

### Attendance:

In each segment a driver would be considered to have had a perfect attendance record as long as there was not more than one (1) unauthorized (by Doctor or management) day and/or safety meeting absenteeism.

### Vandalism:

In each segment a driver would be considered to have had no vandalism as long as (a) there was none or, (b) the culprit was caught, enabling the company to take appropriate action.

### Preventable Accidents:

In each segment a driver would be considered to have had no preventable accidents when, in fact, there were no preventable accidents or highway traffic act violations.

Compliance in each segment would entitle the employee to a \$20.00 gift certificate.

### In Regards to Student Lists:

This practice may be abolished by the new school board. Given the uncertainty, we will ask only that should it be continued that all drivers makes a sincere and honest effort to co-operate and that the Association support this effort.

## **letter of Understanding**

January 16<sup>th</sup>, 2004

Aaron DeMeester  
Annette Tetrault

Re: Farm Buses

The present Farm Buses will remain as such with the present drivers. If the present drivers sign onto another run, or leave the employment of the Company that **run will** then return to the normal signup process.

Yours truly,

LAIDLAW TRANSIT LTD.

Dave Gaze  
Branch Manager



## **Letter of Understanding**

June 16, 2003

Aaron DeMeester  
Annette Tetrault

Re: Moraviantown

Dear Mr. DeMeester and Ms. Tetrault:

The Company will endeavour to work with the Moraviantown Band Council to establish rules around discipline and a complaint resolution process. In doing so, Laidlaw will provide a workshop with parents, children, monitors, drivers, principals and the Band Education Committee in August to outline the procedures that must be followed when dealing with discipline **of** a student or a complaint involving a driver.

Yours truly,

LIDLAW TRANSIT LTD.

Joanne Christopher  
Senior Manager Labour Relations

**Memorandum of Agreement**

The following constitutes the Company's final offer of settlement with respect to the Collective Agreement between:

**Laidlaw Transit Ltd. (Chatham Branch)**  
**And**  
**The United Bus Workers of Ontario, Local 120**

This offer is subject to the ratification of the Association with its membership.

**Duration January 1<sup>st</sup>, 2003 to December 31<sup>st</sup>, 2005.**

### SCHEDULE "A" ROUTE RATES

| Min.      | Effective September 1st, 2004 | Effective January 1st, 2005 |
|-----------|-------------------------------|-----------------------------|
| 0 - 60    | \$14.65                       | \$15.09                     |
| 61 - 75   | \$17.13                       | \$17.64                     |
| 76 - 90   | \$19.61                       | \$20.20                     |
| 91 - 105  | \$22.09                       | \$22.75                     |
| 106 - 120 | \$24.57                       | \$25.31                     |
| 121 - 135 | \$27.05                       | \$27.86                     |
| 136 - 150 | \$29.53                       | \$30.42                     |
| 151 - 165 | \$32.01                       | \$32.97                     |
| 166 - 180 | \$34.49                       | \$35.52                     |
| 181 - 195 | \$36.97                       | \$38.08                     |
| 196 - 210 | \$39.45                       | \$40.63                     |
| 211 - 225 | \$41.93                       | \$43.19                     |
| 226 - 240 | \$44.41                       | \$45.74                     |

|                         |        |        |
|-------------------------|--------|--------|
| WHEEL CHAIRS<br>PER RUN | \$0.45 | \$0.45 |
|-------------------------|--------|--------|

|              | Effective January 1st, 2003 | Effective January 1st, 2004 thru<br>December 31, 2005 |
|--------------|-----------------------------|---|
| DRIVING TIME | \$9.66                      | \$10.05   |
| LIVE KMS     | \$0.198                     | \$0.206   |
| DEADKMS      | \$0.166                     | \$0.173   |
| OVERNIGHT    | \$24.32                     | \$25.29   |
| LAYOVER      | \$92.05                     | \$95.73   |

Meal Allowance - After 6 hours - \$9.00 maximum  
 After 10 hours - \$15.00 maximum

In Town, Movements -

\$7.00 - When movement is under .50 hours of assigned work  
 \$11.00 - When movement is over .51 hours of assigned work

Medical - \$90.00

*27*