

# **COLLECTIVE AGREEMENT**

between:

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

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS  
LOCAL 127**

Representing the employees recognized by this Agreement

January 01, **2006** to December 31, **2008**

This agreement made this 21<sup>st</sup> day of **April 2006**.

Between:

LIDLAW TRANSIT LTD.  
(CHATHAM, ONTARIO)

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS  
LOCAL 127**

(hereinafter called the "**UNION**")

OF THE SECOND PART

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

- 1.1 The Company and the **Union** each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize the mutual interest of the Parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the **Union** and the Company, to promote 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 31st, **2008**.
- 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 **National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 127** as the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Chatham-Kent) who are school bus drivers, monitors, 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. **Part-time bargaining unit driver trainers shall only train, but not**

**evaluate other bargaining unit employees.**

- 3.2 The word “employee(s)” in this Agreement shall mean the employee(s) for whom the **Union** 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 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: UNION SECURITY**

- 4.1 The Company shall deduct on the payroll on a **monthly** basis an amount in accordance with the bylaws and constitution of the **CAW AND ITS LOCAL 127** 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 **Union**. 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 **Union** in accordance with its constitutional **or bylaw** 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.
- 4.3 **All employees covered by this agreement must be members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 127 and they must remain members of the Union in good standing as a condition of continued employment. It is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or**

**terminated the employee's membership are valid to the Company.**

- 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. **The amount of dues in arrears shall be deducted the following 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 **Union** as may be mutually agreed by the Company and the **Union** not later than the fifteenth (15<sup>th</sup>) of the month following the date in which the deductions are made. **All dues deductions will be included on employees T-4 slips.**
- 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 **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**.
- 4.7 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 **Union** 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 **Union** representatives. The **Chairperson** 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 **Chairperson's** request.
- 4.9 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the **Union**) for the purpose of becoming a **Union** member and authorizing the Company to deduct **initiation fees and** 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. The Company will provide the **Union** with the employee's address, **including postal codes** and phone number **on a quarterly basis**.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.1 The **Union** 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, **provided the Employer does not act in bad faith or in an arbitrary or discriminatory manner.**
- 5.2 The **Union** 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 **Union** 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 **Union**.
- 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 **upon ratification. After ratification there shall be an**



**eighteen (18) month period, after which any of the aforementioned can not be used against the employee. The exception to this article is Category I accidents which shall remain at the twenty-four (24) month 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. **The Plant Chairperson or his designate shall be present at all interviews with complainants when a complaint regarding a driver is being investigated.**

- 5.7 The **Chairperson** and/or **Vice-Chairperson** of the **Union** and the Branch Manager, or his designate, of Laidlaw Transit Ltd, will sign all letters of understanding.
- 5.8 The Company and the **Union** agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership in the **Union** or any labour organization, or by reason of any activity in the **Union** 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 **Union** agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined 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: UNION REPRESENTATION

- 7.1 The Company recognizes the right of the **Union** to appoint or otherwise select both a committee and the Company undertakes to recognize and deal **this committee for the purpose of grievances, negotiations and labour management meetings.** The Company will recognize six (6) for negotiating and three (3) for labour management committee and three (3) for the grievance committee. **The National Representative and or the Local President may attend any meetings between the Company and the Committee. Three committee persons, the Chairperson, Vice-Chairperson (Chatham seniority group) and Vice-Chairperson (Wallaceburg seniority group) shall be the last persons laid off and the first persons recalled in the event of any layoff.**
- 7.2 The Company and the **Union** 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 **Union** committee shall be held at times mutually agreeable to both Parties, during working hours. **The employer agrees to pay for lost time spent by Union committee members at meetings with the employer over grievances and matters arising out of the collective agreement including labour management meetings and negotiation meetings but not including conciliation or arbitration. Committee members will be paid a waiting time rate for actual time spent in grievance meetings, negotiations or labour management meetings.**
- 7.3 The Parties agree that management and the **committee** members in the employ of the Company have a special obligation to uphold the terms of this Agreement.
- The **Union** and its members shall not, during the hours of employment, conduct **Union** activities, except by the employer's permission, **and such permission shall not be unreasonably withheld.**
- 7.4 In the cases of grievance it is understood and agreed that no more than two (2) members of the committee shall be entitled to meet with the Company at any one (1) time. **The National Representative and or President of the Local will be entitled to attend any meetings between the committee and the Company.**

One (1) of the committee members shall be the **Union** official concerned with the grievance.

In the case of an interview involving **or contemplating** the discipline of an employee, the employee **shall** be accompanied by the **Chairperson** or Vice **Chairperson** or designate of the **Union**. 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.

7.5 The **Union** shall notify the Company in writing of the names of its officers and the **Union** committees dealing with the Company.

7.6 The **committee** 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 **Union** business, without management consent, **and such consent shall not be unreasonably withheld.**

#### **7.7 NEW ORIENTATION**

**The Employer agrees to permit a Union Committee person to meet with each new employee during the first week of their employment on Company premises for the purpose of advising such employee as to the provisions of this Collective Agreement, it being understood that such meeting shall not interfere with the regular operations of the Employer nor shall it be considered "paid time"**

### **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 **Union's** grievance committee in order to investigate and participate in grievance matters may spend a reasonable amount of time 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.

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 **Union** 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 **Chairperson** and/or his representative may present the grievance to the General Manager or his nominee within **ten (10)** 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 **ten (10)** working days after the grievance has been presented to the General Manager or his nominee. **The General Manager shall give a written response to the grievance within five (5) working days of the meeting.**

Step 4: **If the matter is not settled, the Chairperson and/or his representative may present the grievance to the Director of Human Resources or his nominee within ten (10) 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 ten (10) working days after the grievance has been presented to the Director of Human Resources or his nominee. The General Manager shall give a written response to the grievance within five (5) working days of the meeting.**

Upon mutual consent, a Federal Mediator may be requested to resolve grievances after Step 4 and prior to arbitration.

**8.3 a) Failing a satisfactory settlement at Step 4 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the Director of Human Resource's response.**

**b) A notice of intent to arbitrate, with a sole arbitrator, shall contain a list of five (5) arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list or submit a list of five (5) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from the list within ten (10) working days, either party may request the Minister of Labour to name an Arbitrator.**

**8.4 Except as otherwise provided in this Agreement the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions. In the case of discipline or discharge the Arbitrator shall have the right to adjust or set aside any penalty if he feels it is just and equitable to do so. The Arbitrator shall have the authority to extend the time limits in the grievance\arbitration procedure if he feels it is just and equitable to do so.**

**8.5 The fees and expenses of the arbitrator shall be divided equally between the Company and the Union.**

**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 Union 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 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 **Union** 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 **Union** files such a grievance, it shall be done by the **Chairperson or his designate** 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 **Chairperson**. 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 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 **Chairperson**. 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, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both the Company and the **Union**.
- 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 **Union** 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 advise the **Union** of such rules prior to implementation.

Copies of all rules or regulations established by the Employer, shall be forwarded to the **Chairperson** and/or Vice- **Chairperson**.

- 9.2 It is a **requirement** 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 **forty-five (45) 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.

- 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 **Union** under the following groups:

- a) Regular Full-time School Bus Drivers
- b) Full-time Community Living and Special Needs 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 **Union** 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 **three times per year on October 1<sup>st</sup>, January 15<sup>th</sup> and May 1<sup>st</sup>**. Any disagreement must be raised **within fourteen (14) calendar days** or the list shall be deemed accurate. The Company will provide the **Union** 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 **the employee has a satisfactory reason,**
- 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 **the employee has a satisfactory reason.** 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 **and does not intend to report for such work must notify the dispatcher at least two (2) hours in advance.**

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

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

**School Bus** Charter Drivers – must have one (1) full year seniority as of the first day of October for each year.

**In-Town Movement** 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. **The lists will be in effect from November 1<sup>st</sup> to October 30<sup>th</sup> of the following year. Any driver can absent themselves from the lists for the summer school break.**
- 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. **Charters that occur on the same day will be chosen by seniority, subject to Article 12.3.**
- 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. No charter will pay less than the driver's AM/PM run.
- 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 **after that day's** 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 In the case of U.S. charters, the driver shall be given U.S. currency when required.

- 12.12 **All necessary expense money**, gas cards, maps and other material required will be given to the charter driver prior to departure when required.
- 12.13 (a) Any charter booking or driver cancellation made with the employer within twenty four (24) hours of the schedule time of departure the Employer shall assign the work to **the next charter driver on the rotation list when available. A driver cancellation under this article is considered a refusal. Drivers involved in a charter cancellation are expected to perform their normal AM/PM run.**
- (b) **Any charter booking cancellation by the customer within two (2) hours of the schedule time of departure will result in the driver being paid two (2) hours at the waiting time rate and can do their AM/PM run.**
- 12.14 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.
- 12.15 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.
- 12.16 Any driver whose regular bid run is eliminated or whose run is assigned to another driver after October 30<sup>th</sup>, subject to the provisions of (Article 10), shall have the opportunity to sign on to the charter list.
- 12.17 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.
- 12.18 The Company shall pay for two (2) drivers in Chatham and two (2) drivers in Wallaceburg to meet their U.S. charter license requirements. **U.S. charters and bus 2909 shall count as a charter driver's turn on the rotation list.**

12.19 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.

**12.20 Charters on a statutory holiday shall be paid at time and one half.**

**12.21 Re: U.S. Charters - When possible, the Company will supply a cellular phone to drivers performing U.S. charter work. When a phone is not available, the Company will agree to pay for any emergency calls made on an employee's personal cellular phone provided a receipt is given.**

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

13.1 a)i) The Employer agrees to provide to the **Union** 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.

a)ii) **A base run rate of pay will be established on November 1<sup>st</sup> of each year. If the run significantly changes whereby the base run rate is reduced by two wage grid levels in Schedule A after November 1<sup>st</sup> of each year, then the driver would receive the base run rate until the end of June of that school year. If the run significantly changes whereby the base run rate is reduced by two wage grid levels in Schedule A in the months of September and October of each year, drivers will be able to exercise their seniority on open runs. In the event whereby a driver's base run rate increases, the driver will receive the increased rate. In the event whereby the driver's base run rate increases and then significantly reduces by two wage grid levels in Schedule A then the driver's base run rate would no be less than one wage grid level below the established base run rate as of November 1<sup>st</sup> of each year.**

a)iii) **In the event the driver's base run rate decreases by only one wage grid level in Schedule A then the driver's rate will be reduced.**

b) Routes will be selected by seniority commencing on October 30<sup>th</sup> of each year. **Drivers will be given a reasonable amount of time to select their run from the remaining runs, by seniority.**

- c) **The Union will receive a copy of all “runs” with maps, seven (7) days prior to the October 30<sup>th</sup> commencement date.**
- 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 **posted** 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
- a) **All current routes shall be awarded to the seniority applicant who has the qualifications required to perform the work.**
  - b) **All new routes which originate in Chatham or Wallaceburg shall be awarded to the seniority applicant who has the qualifications required to perform the work.**

c) **New out of town routes may be filled by geography first and seniority second, only where the efficiency of the operation conflicts with the awarding of the position by seniority.**

d) **The employer shall supply the Union with proof in those situations where seniority is not the governing factor, that it is more efficient to bypass seniority.**

e) 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.

f) 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 **posted** 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 Union Chairperson shall be advised of any job postings prior to them being posted, and as to the outcome of all permanent job positions and appointments, cancellations of any a.m. or p.m. runs 3 days of familiarization.** 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 **and the Highway Traffic Act** 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. **Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.**
- 15.2 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.

**15.3 (a) It shall be the responsibility of the Resident drivers to maintain the cleanliness of their vehicles as required.**

**Resident drivers shall have the option of bringing their vehicles to the yard for external and heavy internal cleaning at a time mutually agreed upon by the driver and the Branch Manager or his designee.**

**(b) If Resident drivers are requested to bring buses in for major repairs or inspections by the Employer Office and the driver is not provided with alternative transportation, said driver will be compensated for time spent while waiting at the Charter waiting time rate.**

**15.4 Shuttle Work – Wallaceburg: A sign-up list shall be established for shuttle work in Wallaceburg. Shuttle work shall be allocated by seniority on a rotating basis provided that it is allocated in the most efficient way and at no extra cost of the Company.**

**15.5 Drivers will be notified the day before their bus going in for service. When an on-route cannot continue on a run, the substitute vehicle will be circle checked before delivery.**

**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 **Union** 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 –UNION BUSINESS & EDUCATIONAL**

**17.1 An employee elected as a full-time representative of the Union shall be granted leave of absence without pay while so engaged. A minimum of one (1) week's notice before it begins and one (1) week's notice after it ends.**

**17.2 Upon written request of the National Representative, Local President and/or Local Chairperson, employees delegated and attending general**

**business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice whenever possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence. A maximum of two (2) people will be granted a leave of absence when possible. The Company will pay lost time for regular scheduled work for all Union leaves under this article to employees at their regular rate of pay and such rate of pay will be reimbursed by CAW Local 127.**

- 17.3** 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 **by selecting drivers by seniority on the spare drivers list.**

#### **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 **for three (3)** normal working days that occur 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, **sister/brother-in-law, step-parent, step-parent of spouse, step-brother/sister, son/daughter-in-law,** and any step children.

**Spouse shall include common-law and same sex partners who have cohabited for a period of at least one (1) year.**

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

- 19.1** Eleven (11) weeks prior to due date – Leave of Absence (Sick Leave)
- 19.2** Seventeen (17) weeks maternity after birth, thirty –seven (37) weeks parental in addition to maternity equals 54 weeks, less two (2) weeks EI waiting period equals 52 weeks.

- 19.3 Employee to provide four (4) weeks written notice prior to maternity leave.**
- 19.4 Company may require pregnant employee to take leave of absence if employee is unable to perform an essential function of the job and no suitable alternative is available for that employee. The employee may be eligible for sick benefits in such a circumstance.**
- 19.5 Service shall accrue and benefits shall be maintained during the leave period.**
- 19.6 Employee applying for maternity/parental leave is eligible for leave of absence of one year.**
- 19.7 Employee is eligible to apply for unemployment insurance in the case of both maternity and parental leaves of absence.**

## **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.

**Time and one-half (1 ½) shall be paid for all work performed on such a paid holiday in addition to the holiday pay.**

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

21.1 Vacation pay shall be paid in accordance with part 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, **strikes, lockouts or P.A. days.**

#### **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 **30%** for each actual working day) **and** shall be payable to each employee employed to drive school bus in both the morning and afternoon of any day.

This indemnity, with a physician's note, 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.

## **ARTICLE 25 – WORKPLACE HARASSMENT**

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

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

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

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

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

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

## **25.2 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.**

### **25.3 Filing a complaint:**

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

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

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

### **25.4 Investigation:**

**Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Chairperson.**

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

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



## **25.6 Resolution:**

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

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

## **HEALTH & SAFETY**

- (a) All meetings held as per Federal Occupational Health and Safety Canada Labour Code shall be paid at the regular rate of pay.**
- (b) The Company agrees to maintain proper safety and health conditions for employees throughout the building, vehicles or their places of work. It is equally recognized to be in the best interest of all parties, to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.**
- (c) The Company further agrees to the establishment of the Joint Safety Committee which will be composed of two (2) CAW employees appointed/elected by the Union, two (2) management, one (1) office and one (1) garage.**

**In the event of a vote on a recommendation each CAW member will have two (2) votes and the management co-chair will not vote.**

**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 accidents occurring at the Division.**

- (d) Each employee of the Employer shall have the right to refuse, and the safety Committee shall have the right to recommend refusal to work on any machine, device in any hazardous area or situation, i.e., chemicals, if in his or their opinion the conditions that prevail would be dangerous to his other worker's safety and health.**
- (e) When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the Union Health & Safety Representative or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.**
- (f) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal.**
- (g) If the Union Health & Safety Representative and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.**
- (h) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.**
- (i) The National Health & Safety Staff of the Union shall be allowed access to the workplace upon request to the Company.**
- (j) The Union Safety Representative shall be paid his regular rate of pay for his time spent during his regular hours of work performing his duties.**

## **GENERAL ITEMS:**

### **1. BULLETIN BOARDS**

**Bulletin Boards shall be maintained by the Company for the use of the Union for calling of meetings and posting notices relative to the Collective Agreement. A copy shall be supplied to the Company.**

### **2. LEGAL ASSISTANCE**

**Employees will have the legal assistance of the Company in any legal proceeding brought jointly against the employee and the Company.**

### **3. TIME ALLOWANCE**

#### **School Bus Transportation Drivers**

**There will be a fifteen (15) minute allowance at the beginning of the a.m. run. This allowance is to compensate the Driver for the following:**

- (a) Start up time**
- (b) Ministry of Transportation circle check**
- (c) Fueling**

**School bus drivers shall be paid on the basis of each run being assigned the time from the yard departure until the return to the yard, plus the allowance provided above.**

### **4. PAID EDUCATION LEAVE (P.E.L.) FUND**

**\$200.00 will be paid annually to the CAW Paid Education Fund, 205 Placer Court, Toronto ON M2H 3H9.**

### **5. CAMERAS IN BUSES**

**Must notify the driver before being used or cannot be used for discipline.**

**6. CHANGES IN ROUTE**

**The Company agrees to pay for one (1) dry run at start up time in August if there is a significant change in the route.**

**7. ERRORS IN PAY**

**The Company will reimburse, at the employee's request for any pay error of twenty-five dollars (\$25.00) or more within seventy-two (72) hours of the employee notifying the Company of the error.**

**Any error which amounts to less than twenty-five dollars (\$25.00) will be rectified and paid on the next regularly scheduled pay day.**

**Employees will be paid bi-weekly.**

**8. TRAINING**

**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 will provide voluntary wheelchair training as required. The Company will train displaced drivers who require such voluntary training.**

**Training During Normal Working Hours**

**An employee required by the Company to take training during his normal working hours will be paid the waiting time 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.**

**Union employees required by the Employer to take school bus on the road training during his normal working hours will be paid at the waiting time rate of pay while in training.**

**Union employees required by the Employer to take school bus on the road training outside his normal working hours will be paid at the waiting time rate.**

**9. Re: Letters & Schedules**

**The parties agree that all letters and schedules attached hereto shall form part of this collective agreement.**

**10. Re: Stat Sheets**

**Both parties have expressed concern over the method of collecting stats and the resulting pay adjustments. Therefore, the parties agree that any driver with a concern about the methodology or the application of route times, may ask a joint Labour/Management committee to review such.**

**This joint committee will investigate and if necessary recommend adjustments to route times. Nothing in the agreement supersedes the rights of the employee to seek redress through the grievance procedure.**

**11. Re: Violence Against Women**

**The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.**

## 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 make a sincere and honest effort to co-operate and that the **Union** support this effort.

**SCHEDULE 'A' – ROUTE RATES**

<b>Min.</b>	<b>Jan 2006</b>	<b>Jan 2007</b>	<b>Jan 2008</b>
0 - 60	\$ 15.54	\$ 16.01	\$ 16.49
61 – 75	\$ 18.17	\$ 18.71	\$ 19.28
76 – 90	\$ 20.81	\$ 21.43	\$ 22.07
91 – 105	\$ 23.43	\$ 24.14	\$ 24.86
106 – 120	\$ 26.07	\$ 26.85	\$ 27.66
121 – 135	\$ 28.70	\$ 29.56	\$ 30.44
136 – 150	\$ 31.33	\$ 32.27	\$ 33.24
151 – 165	\$ 33.96	\$ 34.98	\$ 36.03
166 – 180	\$ 36.59	\$ 37.68	\$ 38.81
181 – 195	\$ 39.22	\$ 40.40	\$ 41.61
196 – 210	\$ 41.85	\$ 43.10	\$ 44.40
211 – 225	\$ 44.49	\$ 45.82	\$ 47.19
226 - 240	\$ 47.11	\$ 48.53	\$ 49.98

<b>WHEEL CHAIRS PER RUN</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>
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**CHARTERS**

Driving Time	\$ 10.35	\$ 10.66	\$ 10.98
Waiting Time	\$ 8.53	\$ 8.78	\$ 9.05
Live Kms.	\$ 0.21	\$ 0.22	\$ 0.23
Dead Kms.	\$ 0.18	\$ 0.18	\$ 0.19
Overnight	\$ 26.05	\$ 26.83	\$ 27.64
Layover	\$ 98.60	\$101.56	\$104.61

**MEAL ALLOWANCE:**            After 5 hours        -        \$10.00 maximum  
    After 8 hours        -        \$16.50 maximum

**IN TOWN MOVEMENTS**

When movement is under .50 hours of assigned work	\$ 7.21	\$ 7.43	\$ 7.65
When movement is over .51 hours of assigned work	\$ 11.33	\$ 11.67	\$ 12.02

**MEDICAL:**                \$ 90.00 – contributed towards the cost of M.T.O. medical examination required to maintain Class 'B' license.