

COLLECTIVE AGREEMENT

between:

**LIDLAW TRANSIT LTD.
(Sarnia Ontario)**

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) AND IT'S LOCAL 4308**

September 1, 2002 - August 31, 2005

This agreement made this 24th day of March, 2004.

Between:

LIDLAW TRANSIT LTD.
(SARNIA, ONTARIO)

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

NATIONAL AUTOMOBILE AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND
IT'S LOCAL 4308

(hereinafter called the "Union")

OF THE SECOND PART

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ARTICLE 1 - PURPOSE

- 1.1 The Employer and the Union each agree that the purpose and the intent of this agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information may be transmitted from one to the other, to formulate rules to govern the relationship between the employer and the Union, to promote efficiency of operations and service to the public and to establish and maintain satisfactory working conditions, provide equitable disposition of grievances, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - UNION RECOGNITION

- 2.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Laidlaw Transit Ltd., Sarnia Ontario (Unit #1 representing all drivers) save and except forepersons, persons above that rank, office and sales staff, dispatchers, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period. (Unit # 2 representing all maintenance staff, including mechanics, mechanics helper and cleaners, those employed for not more than twenty-four (24) hours per week, and students during the school vacation period save and except forepersons, persons above that rank, office and sales staff, and dispatchers.

All drivers working in excess of twenty-four (24) hours will not be classified as full time workers.

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 Agreement.

- 2.2 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 above.
- 2.3 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 2.4 The feminine pronoun shall include the masculine when the context so requires.

- 2.5 The Employer and the Union 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, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political, disability, or religious affiliation, sex or marital status, place of residence, sexual orientation, or by reason of membership or non-membership or activity or lack of activity in the Union.

The Company and the Union 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. Action contravening this policy will constitute grounds for discipline.

- 2.6 The Union will not engage in Union activities, or hold meetings in or on the property of the Employer, or during working hours without the permission of the Branch Manager.
- 2.7 The Employer will supply the Union office and the Union Committee members with a list of supervisors, members of the management committee and other persons with authority. The list will be adjusted when changes occur.
- 2.8 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 cases mutually agreed upon by the parties or in cases of emergency. This clause shall be effective so long as neither the Union nor its members are in violation of the no strike provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 Subject to the terms of this Collective Agreement, it is the right of the employer:
- (a) to operate and manage its business in all respects in accordance with its obligations;
 - (b) to direct the working force of the Employer, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees;

- (c) The Union acknowledges further, that it is the function of the employer to hire, promote, demote, transfer and lay-off employees and to suspend, discipline, and discharge employees for just cause. Any exercise of these rights in conflict with the provision of this Agreement shall be subject to the provisions under the grievance procedure as set out in this Agreement.

3.2 The Company has issued rules for employees in the Company's *Focusing on Safety Drive Handbook*. The Company expects the employees to read and sign such book and to abide by the rules contained within it. Prior to changing the contents of this book, the Company will inform the Committee and discuss any such changes.

ARTICLE 4 - UNION REPRESENTATION

- 4.1 The Union shall elect or otherwise select a Union Committee composed of not more than four (4) members and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any agreement.
- 4.2 The Union shall notify the Employer in writing of the names of its Union Committee members and of any changes therein from time to time.
- 4.3 The Union recognizes that members of the Union Committee have regular duties to perform on behalf of the Employer and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld and on completion of such Union business such persons shall report back to that Supervisor.
- 4.4 No individual member or group of members shall undertake to represent the Local Union at a meeting with management, without proper authorization from the Local Union.
- 4.5 No person shall act as a "Union Committee member" who has not successfully completed his probationary period.
- 4.6 The employer agrees that a full time representative of the Union, after contacting the General Manager or his designate, may enter the premises during hours of employment to interview employees and deal with the administration of this Collective Agreement. It is agreed that such visits will be timed and cause as little disruption as possible to the normal

conduct of the Employer's business. It is further agreed that the Employer shall not be liable for any injuries sustained by a representative in the course of such visits. The Union agrees that its representative shall abide by all safety rules of the Employer during his visits.

4.7 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 negotiation meetings but not including conciliation, arbitration and time spent on the first agreement.

4.8 The Employer shall make available to the Union, on request, information required by the Union such as job descriptions of positions in the bargaining unit involving school bus route drivers (public and separate school boards), school charter drivers, shuttle run drivers, public charter drivers and driver instructors.

Any further changes to the above noted procedures shall be forwarded to the Union immediately.

ARTICLE 5 - NO STRIKES / LOCK-OUTS

5.1 The Union agrees that there shall be no strikes during the term of this Collective Agreement and the Employer agrees that there shall be no lockouts during the term of this Collective Agreement.

5.2 The definitions of the terms "strike" and "lock-out" as used in this Article, shall be in accordance with the Federal Labour Code of Canada.

5.3 a) The employer acknowledges that it may be dangerous for a driver and passenger to cross picket lines.

b) The Employer agrees if the performance of its obligations will endanger the driver, vehicle, and/or passengers by crossing a picket line, that the driver will be instructed not to cross Picket Lines or Strike Lines that may involve the members of the Union covered by the Collective Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 **Should any dispute arise between the Employer and the employees or between the Employer and the Union as to the interpretation, application**

or alleged violation of any of the provisions of this Collective Agreement, an effort shall be made to settle such difference without undue delay in the following manner:

Step 1

The employee, who may be accompanied by a Union Committee member will take the matter up with the Branch Manager as soon as possible, but no later than five (5) working days after the occurrence of the events giving rise to the grievance or after when the occurrence of the events may have reasonably come to the attention of the grievor. Failing settlement of the grievance within three (3) working days thereafter:

Step 2

The employee concerned and his Union Committee member may within five (5) working days after the date of receiving the Branch Manager's answer, present the grievance in writing to the Branch Manager who shall give his written reply within five (5) days. If the employee feels that his grievance has not be satisfactorily settled, he may proceed to Step 3.

Step 3

The Union representative and the Union Committee member together with the grievor, shall on behalf of the grievor, present the grievance in writing on a form supplied by the Union to the General Manager or his designate within five (5) days after a decision has been reached at Step 2. They shall discuss the grievance and the General Manager or his designate shall send a written reply to the Union no later than five (5) days after such discussion. The grievor shall be entitled to be present at such discussions.

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

- 6.2 Time limits specified in the Agreement are exclusive of Saturdays, Sundays and holidays hereinafter enumerated, and may only be modified by mutual agreement, in writing, otherwise each Step must be taken by the party concerned within the time limits set forth, or the grievance shall be deemed to have been abandoned.
- 6.3 If the grievance is not settled by the reply of the General Manger or his designate, then the Union may within twenty (20) working days from the date of receiving the reply of the General Manager or his designate at Step 3 refer the grievance to arbitration as hereinafter provided.

6.4 **Any grievance arising between the Company and the Union shall be filed with the General Manager; a grievance by the Employer shall be filed with the Local Chairperson or designee.**

6.5 A claim by an employee that she has been discharged without just cause may be filed as a grievance at Step 2 of the grievance procedure within five (5) working days after such employee has been given a written notice of termination of employment setting forth the reasons for discharge or within five (5) working days after she ceases to work for the Employer as a result of her discharge, whichever first occurs.

Notice of termination of employment as provided for herein shall be given to the employee in every case within three (3) working days of discharge and a copy of same shall be delivered to the Local Chairperson or designee and mailed to the offices of the Union in Toronto, Ontario. An employee is deemed to have received such written notice when the Union is in receipt of said notice.

6.6 The settlement of any grievance during the Steps of the grievance procedure shall be deemed to be made without prejudice to the parties.

6.7 Where a decision with respect to a grievance is not rendered by the party opposite in interest within the prescribed time limits, it shall proceed to the next step of the procedure up to and including arbitration at the option of the grieving party.

6.8 Warnings shall be given in writing in the presence of a Union Committee member. The Employer and the Union agree that disciplinary penalties shall not be imposed unjustly or unreasonably.

(a) All warnings must be received within five (5) working days of the offence. **Such time limits may be extended by mutual agreement.**

Preventable Accident Discipline

(b)(i) After every preventable accident/incident the driver is to be re-evaluated and receive a minimum of one hour behind the wheel training based on the cause of the accident.

Any driver involved in a preventable accident will be subject to progressive disciplinary action.

(b)(ii) The Employer and the Union agree that entries made on an employee's record in respect of a complaint from a customer of the Employer or its agents or Representatives, or any member of the general public, shall not be considered for any purpose after one (1) year.

(b)(iii) The Employer and the Union agree that entries made on an employee's record in respect of any matter other than those outlined in Article 6.8(b)(i) herein shall not be considered for any purpose after one (1) year.

6.9 An employee shall be granted the opportunity to view his/her personal file. Information to be viewed will be:

1. Application form
2. Written warnings and evaluations
3. Incident reports and Accident reports
4. Medical files
5. A Union Representative shall have the right to view another employee's personal file, only with the written approval from or in the presence of said employee.

ARTICLE 7 - ARBITRATION OF GRIEVANCES

7.1 Should any grievance, including a question as to whether or not a matter is arbitrable, not be satisfactorily settled pursuant to the provisions of the grievance procedure herein, then the party desiring arbitration shall notify the other party in writing and such notice shall contain the names of three (3) arbitrators, one (1) to be selected by the recipient of the notice. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its selection.

If the recipient of the notice fails to select one of the names in the notification within ten (10) days, either party may apply to the Chairman of the Office of Arbitration (Federal Ministry of Labour) who shall make such an appointment.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision that shall be final and binding upon the parties and upon any employee affected by it.

The Arbitrator shall not have jurisdiction to alter, or change, in any manner the provisions of this Agreement, or to substitute any new provision in lieu

thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from, any provisions of the Agreement.

The parties shall equally share the expenses of the Arbitrator.

- 7.2 Should the Arbitrator decide that a discharge of an employee was without just cause, the Arbitrator may reinstate the employee and may reimburse him for all time lost from the date of discharge up to the date of reinstatement, less any amounts earned by the employee in the interval, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 7.3 At any stage of the complaint or grievance procedure, including arbitration the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's operations to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Employer operations.
- 7.4 All monetary grievances that are mutually agreed upon will be paid on the next regular scheduled pay. If not paid on this pay, the employee will be compensated within three (3) days.

ARTICLE 8 - RULES AND REGULATIONS

- 8.1 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 agrees to keep the union advised of changes in such rules and regulations within five (5) working days.
- 8.2 It is a condition of employment for a driver that he hold a valid Ontario Class "B" School Bus Driver's Licence.
- 8.3 Copies of all rules or regulations established by the Employer which affect the members of this Union shall be forwarded to the Local Chairperson or Union Representative prior to any posting, to allow the Union a full opportunity to review and discuss such rules and regulations with the Employer.

- 8.4 It is further understood that no driver trainee shall operate a school bus vehicle while passengers are on board.

ARTICLE 9 - UNION SECURITY

- 9.1 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 4308, 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.

- 9.2 The Employer shall send to the Union office each month, a list of names and addresses of all new employees and the names and current addresses of those employees who have terminated employment.
- 9.3 The Employer shall deduct regular Union dues in the amount as provided for in the Union By-Laws and Constitution from each pay cheque due to each employee and remit such monies so deducted to the Union on or before the 15th day of the month following the month in which such deductions are made. The Employer will at the same time submit a list of the employees from whose pay such deductions have been made. The Union agrees to indemnify the Employer and save it harmless against all suits, claims or demands made against it by reason of the deduction of dues as aforesaid.
- 9.4 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 10 - SENIORITY

- 10.1 Seniority is the principle of granting preference to employees for promotions, demotions, transfers, layoffs, and rehiring after layoffs, assignment of all runs subject to the provisions of Article 10.1, Article 10.2,

Article 10.6, Article 17.3, Article 17.6, and all other matters in accordance with length of continuous service with the Employer in the bargaining unit, providing only that an employee has the qualifications necessary to fill the normal requirements of the job. An employee shall be considered to be on probation until she has completed **sixty (60) days worked**.

Upon completion of the probation period, an employee's service shall be backdated to the date of her last hiring by the Employer, and her "seniority" shall be deemed to run from that date. It is understood that the discharge of a probationary employee shall not form the subject matter of a grievance.

10.2 (a) In the event of a layoff or recall to work following a layoff probationary employees shall be laid off first and recalled last.

(b) 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 10.3 herein be laid off last and recalled first.

10.3 (a) The Union agrees in the event of a layoff or recall to work of employees that the Employer will not be required as a result to reinstate an employee on a run if that employee had at any time been removed **from** the said run for just cause.

(b) The parties agree that for the purposes of Articles 10.3(a) and 10.2, layoff shall refer to a reduction in work force only and not to normal seasonal layoff at Christmas, spring break or summer holidays, nor to any temporary disruption in the Employer's service.

10.4 The Employer agrees to post an up-to-date seniority list on the bulletin board at the Branch. **The up to date seniority list shall include mechanics, monitors, cleaner fueler/helpers. A separate list is to be compiled for regular full time drivers and spare drivers.** Such list shall be brought up to date each September, January, and April. A copy of such list as amended from time to time shall be provided to the Union Office.

10.5 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. It is the responsibility of the employee on layoff during the school summer vacation period to notify

the Employer within two (2) months in advance of the commencement of the reopening of the school following the summer break period of their intention to return to work at the conclusion of the break period and that the reopening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed to be a "quit".

- 10.6 If an employee is laid off for reasons other than those set forth in Article 10.5 on account of lack of work, he shall have the right to be recalled in accordance with his seniority standing up to twenty-four (24) consecutive months following his layoff, provided he reports to work within **eight (8)** 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 **eight (8)** days or indicates he does not intend to return to work, then the Employer may notify the next employee on the seniority list.
- 10.7 It shall be the duty of each employee to notify the Employer promptly of any change in his address or telephone number. If an employee does not do so, the Employer will not be responsible for failure of a notice to reach him.
- 10.8 An employee shall lose his seniority standing with the employer and be deemed to have quit under the following circumstances:
- (a) If the employee quits;
 - (b) If the employee is discharged and such discharge is not reversed through the grievance or arbitration procedure herein;
 - (c) If he is laid off for a period in excess of twenty-four (24) consecutive months;
 - (d) If he fails to return to work following a lay-off in accordance with Article 10.6 herein: the Employer will advise the Local Chairperson in writing;
- 10.9 Where two (2) or more employees have the same start date, the names will be placed on the seniority list, in order of the start time and date of the employee to commence performing work on behalf of the employer. The employee who commences performing work first will be deemed to possess the highest seniority.

10.10 **Seniority Lists** (Separate seniority lists)

(a) Regular Drivers - Seniority List (as defined in Article 17.2A)

Seniority will accumulate except in the case of Article 13.4 and Article 10.8.

(b) Spare Drivers - Seniority List (as defined in Article 17.2B)

A spare driver must work at least one run in a 60 calendar day period to retain that two (2) month (60 day seniority), providing work was available. Any spare driver who acquires a regular permanent run moves to the regular driver seniority list and continues to accumulate seniority.

A regular driver who goes to the spare seniority list shall retain their seniority but must still acquire the one run in sixty day period for their seniority to continue to accumulate.

The requirement of one (1) run in 60 day period does not apply to employees on medical leave. (Article 13.6)

ARTICLE 11 - PAID HOLIDAYS

11.1 The following holidays shall be granted to each employee covered by this Collective Agreement:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (effective 1997)	Christmas Day
Civic Day	Boxing Day

Holiday pay shall be based on an employee's normal daily rate of pay at the time of the paid holiday.

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

11.2 To qualify for any paid holiday, an employee must have worked twelve (12) days during the four (4) week period preceding the holiday, unless excused with a valid reason.

ARTICLE 12 - VACATION PAY

- 12.1 Employees covered by this Collective Agreement shall be entitled to vacation pay as provided for under the provisions of the Federal Labour Code Employment Standards Act and pro-rated for payment on each pay cheque.
- 12.2 Employees covered by this Collective Agreement and who have completed more than six (6) years of service with the Employer shall receive six percent (6%) of their wage rates including Charter work.
- 12.3 It is understood that employees may take vacation time leave from work during any school shut-down periods or any other times which may be mutually arranged with the Employer. Selection of vacation time off shall be granted on a seniority basis, provided two weeks notice has been provided.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.1 An employee may apply for a leave of absence for personal reasons giving the employer at least fifteen (15) days notice except in the case of an 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.
- 13.2 An application by an employee or the Union for a leave of absence and replies by the Employer shall be in writing except that leaves of absence for one (1) day or less may be given verbally by the Supervisor.
- 13.3 (a) When an employee returns from leave of absence, they shall return to their scheduled run as at time of leave of absence granted unless the run has been abolished or rates of pay changed.
- (b) 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 in the presence of a Union Representative and they shall be given all information necessary to exercise their seniority and to displace to another run of their choice in accordance to the provision of Article 10 and 17.4.
- 13.4 The Branch Manager may grant an employee additional time off without pay upon request if reasonably required. Employees who are granted

extended vacations, seniority shall not accumulate if leave of absence is beyond 60 calendar days.

- 13.5 Employees on Leave of Absence from their regular school runs a.m. - p.m. will not be allowed to work the Charter Board until they return to their regular a.m. - p.m. school runs.
- 13.6 Employees may apply for leave of absence for medical reasons up to a period of 24 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.
- 13.7 Employees on leave of absence due to sickness will be allowed within 48 hours of return to work to displace any permanent position posted and awarded during their absence.
- 13.8 The Branch Manager may grant a leave of absence up to six (6) weeks in duration from Charter Work upon written request. If additional leave is requested beyond (6) weeks for legitimate medical reasons, it will be discussed with the Local Chairperson. Any additional leave of absence with a Medical Certificate shall be granted by the Branch Manager.**

ARTICLE 14 - LEAVE OF ABSENCE - UNION BUSINESS

- 14.1 The Employer shall upon the written request of the Union made at least five (5) working days in advance grant a leave of absence to one (1) employee in the Driver classification who may be selected by the Union to attend Union business 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.
- 14.2 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.
- 14.3 The Employer shall grant a leave of absence to any employee who is selected to fill an office in the Union provided that application for such leave is made at least one (1) month in advance. Any such leave of absence shall be without pay and without other benefits provided for in this Agreement but the employee's seniority shall continue to accumulate for a period of twelve (12) months and she shall maintain her seniority

thereafter for a period of twenty-four (24) months so long as she maintains her position with the Union.

ARTICLE 15 - BULLETIN BOARD

- 15.1 A bulletin board shall be maintained in a convenient location by the Employer for the use of the Local for calling of meetings and other legitimate Local business.

ARTICLE 16 - JURY/WITNESS DUTY

- 16.1 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 for jury report or for service as a juror or as a subpoenaed witness in any court. The employee will present proof of service together with a recapitulation of the amount of pay which he has received, it being understood that an employee who attends in Court on his own time shall not be required to account for any monies received in respect of such attendance nor shall he be entitled to receive any payment from the Employer.

ARTICLE 17 - JOB POSTINGS - SCHOOL RUNS

- 17.1 The Employer agrees to provide to the Union on or before September 30 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.
- 17.2 (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.
- 17.3 (a) The Employer shall post notices of position or positions vacant, covered by this Agreement, five (5) calendar days prior to the filling of the position.

(b) 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 run(s) in accordance to the provisions of Article 17.4 or 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 17.4.

If no runs are deleted, the new position will be filled by the Senior Spare Driver until advertised. These runs will then be posted the first working day of October or when the time sheets have been completed. Assignment of runs from posting will be in accordance to the provisions of Article 10 and 17.4.

17.4 (a) When a permanent or a new position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work.

(b) 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 which exceeds 20 days or more, the position will be posted immediately as a temporary position. **If off for twenty (20) days or more a temporary position will be posted. A senior driver can take it for a temporary time frame and return to their former route when it has expired.**

(c) When a route is deemed to be vacant the Employer shall, in assigning the driver to such a vacancy, be governed by the following factors:

- i Seniority
- ii Geographic location

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

(d) A run vacated for maternity leave purposes may only be filled on a temporary basis as per Article 17.3. 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.

(e) In the instance of Shop Runs, Summer School, Shopping Runs, In Town Shuttles, Bingo Runs, Camp Runs, Church Runs which become temporarily vacant because of regular driver absenteeism, one sign up for all of these types of open runs will be made available to all employees immediately after the issuance of the first full pay day in September each year for ten (10) working days.

(f) The following categories have been removed from Article 17.4. In the event any or all of the listed categories return, a new rate will be negotiated from the 1998 rate schedule.

Removed:

- | | |
|-----|-------------------|
| i | Kindergarten Runs |
| ii | Late Runs |
| iii | Corn Detasseling |
| iv | Line Runs |

The assignment of such open runs will be optional to the Senior driver in accordance with the provisions of Article 10.1 for the duration of the regular driver's absenteeism.

- 17.5 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 five (5) 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.
- 17.6 The Employer agrees to advertise the position of Driver Trainer where a vacant or new position is created. This vacancy or new position will be advertised five (5) working days prior to the filling of said position. The successful applicant will be the best qualified person in accordance with criteria established by the Employer.
- 17.7 The Union chairperson shall be advised in writing as to the outcome of all permanent job positions and appointments, cancellations, or changes within seven (7) calendar days from date of occurrence. An objection shall be construed as a grievance.

If there are no applicants, the Employer may fill the vacant routes from the Spare Board prior to filling from any other source. Routes shall be assigned until all school routes are filled.

ARTICLE 18 - CHARTER WORK

- 18.1 (a) The Employer will notify all Regular Drivers of the posting of a Charter List for all drivers interested in performing charter work with the first pay after start up in September and February of each year. **There shall be two sign up lists, one for regular A.M./P.M. drivers and one for spare drivers. The spare driver list shall be utilized after the regular A.M./P.M. list has been exhausted.** All drivers interested in signing up shall do so before October 1 and February 1 of each year.

Charter work is not shuttle work. These are two separate entities. However, some charter drivers may be required to shuttle passengers while on charter.

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 of 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 another charter and shall be assigned as per procedure for charter board. In simpler terms, base to base makes up one complete charter.

- (b) The Employer agrees that employees will be called for Charter work on a rotating basis in accordance to seniority as defined in Article 10.1.

The Charter board shall work thus; each October 1st and February 1st 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 seniority to be placed last on the list. This is the starting list and order for each October 1st and February 1st.

As charter work is booked it must be listed immediately on the charter board sheets. This listing of future charters will include the destination, chartering party, date of charter, and time of departure. The driver will not be assigned at this time.

Seven (7) days prior to assignment a charter will be listed on the charter board and the following procedure will take place. Future charters shall be assigned three (3) days in advance of departure date. This will be done as follows: the top person on the list shall be informed of charter and shall be given the opportunity to accept the charter, however if there are more than one (1) charters going out in the same day, that top person will be given their choice of charters. Should this top person refuse the charter work he/she will go to the bottom of the charter list and the next person shall be given the same choice. At this time (three days in advance of the charter departure), the name of the driver assigned to a charter will be added to charter sheets on the charter board.

(c) In the case of overnight charters, the Employer will make all sleeping accommodations prior to dispatch and shall inform the driver accordingly.

(d) Expense monies will be given by cheque if normal banking hours permit or cash a minimum of 24 hours in advance of departure.

(e) In the case of U.S. charters, expense monies shall be given in U.S. currency.

(f) Expense monies will include meal allowance, sleeping accommodations, toll fees and parking. All expense monies not used will be returned in full accompanied by receipts for approved expenses.

(g) Gas cards, maps and other material required will be given to the Charter Driver before departure when required.

(h) 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.

(i) Any Charter bookings or driver cancellation made with the Employer within two (2) hours of the scheduled time of departure will be deemed to be an emergency and the Employer shall be allowed to assign any available Driver.

18.2 If a school Charter request comes out of a school which an employee services on their regular run, the employee shall be entitled to first choice in accepting such a Charter.

18.3 (a) The Union agrees that in the event a written request is received from the customer for a specific driver for a specific trip, that such request will

be honoured if the employee requested is a Charter Board Driver and is available and willing to perform the run.

(b) The Employer agrees that this clause will not be administered in such a way as to violate the principle of equitable distribution of charter work assignments to all employees. The Employer agrees that drivers who drive the request trip for no wages will hold their place on the charter board, so long as the charter does not interfere with the time schedule of any forthcoming charter. The Employer agrees to send copies for such requests to the Local Chairperson.

18.4 The maximum passenger load on Charter trips shall not exceed the legal limit. The driver-employee shall have the right, at any time, to halt a Charter trip and seek any assistance necessary, if such driver-employee 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-employee will continue to be paid until a satisfactory and safe conclusion to the Charter trip is made.

18.5 Charter Board drivers who are suspended from their a.m. / p.m. runs, or who are on leave of absence, will be taken off the Charter Board. When re-instated, said employee will be put back on the Charter Board at the bottom of the list.

18.6 A meal allowance shall be paid as follows:

	Sept 1/00
After 5 hours	\$ 9.00
After 10 hours	\$ 18.00
After 15 hours	\$ 27.00
After 20 hours	\$ 36.00

18.7 Telephone Calls:

If it becomes necessary for a Driver to call the office when he/she is on charters, highway runs, etc., employees will be reimbursed for the amount paid. In case of bonafide illness or accident at home, this rule will be extended.

ARTICLE 19 - VEHICLES AND EQUIPMENT

- 19.1 It is to the mutual advantage of both the Employer and employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- 19.2 It shall be the duty and responsibility of the employees to perform a vehicle safety inspection, in accordance with Regulation 702/75 of the Highway Traffic Act and the policies of the Company. It is the duty and responsibility of the employees to complete the Vehicle Inspection Log as required and to report promptly any and all defects in writing.
- 19.3 It shall be the duty and responsibility of the Employer to maintain all vehicles in a safe operating condition in accordance with the law.
- 19.4 Vehicle Condition Reports shall be supplied for the driver on which to report defects in equipment. When a vehicle is found to have a defect which makes it unsafe for use, the keys will be removed from the vehicle and given to the Maintenance Department with the Vehicle Condition Report. The vehicle shall not be put back in service until the repair work is completed and signed by the mechanic making such repair.
- 19.5 (a) It shall be the responsibility of the Employer to maintain cleanliness of all vehicles in the yard as required.

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.

- 19.6 (a) For the purpose of storing buses where the driver resides, the following criteria apply:
- i Storage location must meet all local by-laws and restrictions for parking;
 - ii Storage space shall be at no charge to the Employer;

- iii access and use of hydro plug-in facilities during cold weather will be at the discretion and responsibility of the employee;
- iv the bus at the option of the Employer may be removed from the storage location in the event of vandalism;
- v the driver must arrive at the bus at least one-half (½) hour prior to the beginning of the run; and
- vi fuel facilities suitable to the Employer must be in a location so that deadheading is kept to a minimum.

(b) The Union recognizes and agrees that the Employer shall be entitled to use its discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to her at her place of residence.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 The Employer agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, parents, step-parents, son, daughter, step-children, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, brother-in-law, sister-in-law), if the employee attends the funeral "or service", to allow the employee such time off as is necessary up to a maximum of three (3) days (working) and to pay the employee the regular earnings that the employee would have otherwise earned for her regular a.m., p.m. and noon runs. If the employee is unable to attend the funeral "or service", she shall be allowed one (1) day off without loss of her regular earnings for her regular a.m., p.m., and noon runs. **In the event of the death of an employee's niece, nephew, aunt or uncle the employee shall be allowed one (1) day to attend the funeral with no loss in pay.** The Branch Manager may grant the employee additional time off without pay if reasonably required.

Spouse shall include common-law and same sex partners who have cohabited for a period of at least six (6) months.

ARTICLE 21 - MATERNITY LEAVE

21.1 Maternity Leave of Absence of up to one (1) year, without pay, will be granted by the Company to an employee who is pregnant. The leave will

begin at a time determined by her personal physician. The employer shall not deny any employee the right to continue employment during the period of pregnancy up to eight (8) months, provided the concerned employee can carry out her duties as the job normally requires. An extension to the Maternity leave of up to six (6) months will be granted upon request if required by her personal physician.

21.2 (a) An employee will be granted a leave of absence without pay when requested in writing for the purpose of adoption of a child through a legal adoption process. The employee must request the leave two (2) weeks in advance whenever possible and the leave shall be for a period of up to eighteen (18) weeks or longer if required by the adopting agency.

(b) An employee will be granted a leave of absence without pay when requested in writing for the purpose of paternity leave. The employee must request a leave two (2) weeks in advance whenever possible and the leave shall be for a period of up to eighteen (18) weeks.

21.3 While on maternity leave, an employee shall retain and continue to accumulate her seniority under this Collective Agreement.

21.4 When an employee is ready to return to work after maternity leave, she shall provide the Employer with at least ten (10) days prior notice. On return from maternity leave, the employee shall be placed on the same route at the time maternity leave commenced, unless route or rate of pay has been changed in accordance with Article 13.3(b).

ARTICLE 22 - WAGES

22.1 (a) **CHARTER WAGE RATES**

	Sept 1/02	Sept 1/03	Sept 1/04
per km loaded	\$ 19.77	\$ 20.27	\$20.77
per km deadhead	\$ 19.77	\$ 20.27	\$20.77
per hour waiting time	\$ 8.20	\$ 8.40	\$ 8.61
Overnight to be paid	\$ 57.78	\$ 59.22	\$60.70

(b) **SHUTTLE RUNS**

All Shuttle runs will be paid a minimum of one (1) hours at the rate of **\$8.20** per hour regardless of the number of shuttles.

- Effective September 1, **2003** - **\$8.40** per hour
- Effective September 1, **2004** - **\$8.61** per hour

(c) **SHOP RUNS**

- Effective September 1, **2002** - **\$8.20** one way
- Effective September 1, **2003** - **\$8.40** one way
- **Effective September 1, 2004 - \$8.61 one way**

(d) **SHOPPING RUNS**

- Effective September 1, **2002** - **\$8.20/** hour - min 3.3 hours
- Effective September 1, **2003** - **\$8.40/** hour - min 3.3 hours
- **Effective September 1, 2004 - \$8.61/hour - min 3.3 hours**

(e) **IN TOWN ATHLETIC TRIPS**

All athletic trips operated within the boundaries of the City of Sarnia, Village of Point Edward, and the Township of Moore will be paid at **\$8.20** per hour.

- Effective September 1, **2003** - **\$8.40** per hour
- Effective September 1, **2004** - **\$8.61** per hour

(f) **SUMMER CAMP RUNS**

Will be paid at the hourly Charter rate.

- Effective September 1, **2002** - **\$8.20** per hour
- Effective September 1, **2003** - **\$8.40** per hour
- **Effective September 1, 2004 - \$8.61 per hour**

(g) **CHURCH RUNS**

- Effective September 1, **2002** - **\$8.20/hr** - min 2.7 hours = **\$22.14**
- Effective September 1, **2003** - **\$8.40/hr** - min 2.7 hours = **\$22.68**
- **Effective September 1, 2004 - \$8.61/hr - min 2.7 hours = \$23.25**

(h) **CHARTER MILEAGE RATE**

Any charter trip operating outside the boundaries of City of Sarnia, Village of Point Edward, and the Township of Moore will be paid at the Charter mileage and waiting time rates.

(i) **SUMMER SCHOOL RUNS**

Shall be paid in accordance with Schedule "A".

(j) **CITY TOURS**

- Effective September 1, **2002** - **\$8.20** per hour
- Effective September 1, **2003** - **\$8.40** per hour
- **Effective September 1, 2004** - **\$8.61 per hour**

(k) **DRIVER TRAINER**

- Effective September 1, **2002** - **\$11.86**
- Effective September 1, **2003** - **\$12.16**
- **Effective September 1, 2004** - **\$12.46**

(l) **MONITOR CLASSIFICATION**

- Effective September 1, **2002** - **\$13.32** flat rate per run
- Effective September 1, **2003** - **\$13.66** flat rate per run
- **Effective September 1, 2004** - **\$14.00 flat rate per run**

22.2 All runs shall be defined according to the School Board requirements.

22.3 Regular run wages: As per attached Article 27.7.

22.4 All payroll cheques issued to employees in payment for service to the Employer shall be itemized, showing the gross wages, the amount of deductions and the net amount paid to the employee.

22.5 The Employer agrees to pay employees for all time over the regular time of the run at the Charter waiting time rate until the vehicle is mobile again or until the employee has been provided alternative transportation. Such payment shall be in addition to the regular rate for the run. Save and except that such payment shall not be made in cases of employee negligence.

22.6 Any employee leaving the employ of the Employer for whatever reason shall be paid all unpaid wages, vacation pay and any other premium

allowances earned according to this Collective Agreement on the next regularly scheduled pay following such termination of employment. On summer lay-off, separation slips for E.I. purposes shall be provided at the time of the next regularly scheduled pay, or sooner if at all possible.

22.7 (a) **HEALTH AND SAFETY**

All meetings held as per Federal Occupational Health and Safety Canada Labour Code, the sum of **\$11.30** shall be paid to all attendees.

- Effective September 1, **2003** - **\$11.58** per hour
- Effective September 1, **2004** - **\$11.86** per hour

(b) **MANDATORY DEFENSIVE DRIVING COURSE & WHMIS TRAINING MEETINGS**

Attendees required to attend the defensive driving course and WHMIS training as required by Company Policy shall be paid **\$8.20** per hour from commencement of meeting to adjournment; **\$8.40** per hour effective September 1, **2003** and **\$8.61 per hour effective September 1, 2004**.

This does not apply to the fall and winter safety meeting programs or to an employee who requires their "Defensive Driving Course" certificate for the licensing requirements of the Ministry of Transportation.

(c) 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.

(d) The Company further agrees to the establishment of the joint safety committee which will be composed of three (3) employees appointed by the Union and a representative of the Company. The duties of the Committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. It shall also be the committee's responsibility to review all accidents occurring at the Division.

(e) 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. (yard conditions)

(f) 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.

(g) 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 in presence of the Union Health & Safety Representative and refusing worker.

(h) 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.

(i) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.

(j) The National Health & Safety Staff of the Union shall be allowed access to the workplace upon request to the Company.

(k) 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 herein.

RECYCLE BIN:

The four below listed categories currently do not exist. In the event any or all return, a new rate will be negotiated from the 1998 rate schedule.

(a) **KINDERGARTEN RUNS**

- Effective September 1, 1996 - \$14.73 flat rate
- Effective September 1, 1997 - \$15.02 flat rate
- Effective September 1, 1998 - \$15.25 flat rate

(b) **LATE RUNS**

	Sept 1/96	Sept 1/97	Sept 1/98
0 - 80 min	12.53	12.72	13.04

81 - 100 min	13.74	13.94	14.29
100 - 120 min	14.94	15.16	15.54
121 - 140 min	16.09	16.33	16.74
141 - 160 min	17.24	17.50	17.94
181 - 200 min	18.40	18.67	19.14

(c) **CORN DETASSELING**

Employees will be paid a flat rate per day.

- The flat rate for 1996 is \$93.02
- The flat rate for 1997 is \$94.88
- The flat rate for 1998 is \$98.22

A sign up list will be posted on the Bulletin Board for Corn Detasseling for ten (10) days effective the first week of June. Request letters for employees take priority over seniority. Employees cannot be bumped from their run if they are classed as Field Supervisors.

(d) **BRIGHTS GROVE - LINE RUN**

- Effective September 1, 1996 Flat Rate - \$11.95
- Effective September 1, 1997 Flat Rate - \$12.12
- Effective September 1, 1998 Flat Rate - \$12.62

ARTICLE 23 - JOB SECURITY

23.1 No member of management or persons excepting those covered by this Collective Agreement shall be allowed to perform any school run in whole or in part, any Charter or shuttle runs of any nature that could be performed by a member of the bargaining unit for which the Employer receives full compensation.

This shall not apply:

- (a) If there exists a driver shortage. A driver shortage shall mean there are no drivers available, capable or willing to perform the school runs or Charter.

(b) If it is agreed between a majority of the Union Committee to waive this section due to special circumstances.

In all cases of (a) and (b) above, the Employer shall advise a Union Committee member as to what school runs or driver training is to be performed by non-bargaining unit persons when possible.

ARTICLE 24 - SERVICE LETTERS

24.1 The Employer shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation from previous employers. An employee dismissed, or leaving the service with due notice, shall upon request be given the usual certificate of service and will be paid as soon as possible but no later than the next scheduled pay date.

ARTICLE 25 - TRAINING

25.1 a) Union employees required by the Employer to take school bus on the road training during his normal working hours will be paid his regular rate of pay while in training.

b) Union employees required by the Employer to take school bus on the road training outside his normal working hours will be paid at the rate of **\$8.20** per hour while training; **\$8.40** per hour effective September 1, **2003** and **\$8.61 per hour effective September 1, 2004**.

c) Where training facilities are provided by the Employer on a voluntary basis, an employee taking advantage of such training will not be compensated.

d) (a) and (b) above shall not apply to probationary employees and shall only apply while training in a school bus.

ARTICLE 26 - STAFF REDUCTION/DISPLACEMENT

26.1 In cases of staff reduction, two (2) days advance notice will be given (except in extreme emergencies) to regular assigned employees whose positions are to be abolished except in the event of a strike or work

stoppage by employees affecting the school bus industry. The Local Chairperson will be supplied with a copy of any notice in writing.

1 i) Drivers whose runs have been deleted for the forthcoming school year will be notified immediately to come in and sign for a run to which their seniority will allow. This will not be a normal bumping procedure as in the fall.

1 ii) Bumping Procedure - A driver will be allowed to Bump/Bid on a run to which their seniority allows subject to the provisions in Article 10.1.

a) The driver has lost money on her/his run; or

b) The drivers position has been abolished/displaced.

2 Drivers will be allowed forty-eight (48) hours from the time of notification to select another run. Drivers will assume their new position within or immediately after this forty-eight (48) hour period.

3 The Bidding/Bumping procedure will be frozen from June 30th of each year until the time sheet forms have been completed and approved. The displaced employee will be assigned an open vacancy or displace the junior employee until the time sheets have been completed then allowed to displace or bid on open vacancies.

ARTICLE 27 - TIME SHEETS/RUN RATES

27.1 Depot is either the Laidlaw base office on Lougar Ave., or another site mutually agreed upon in writing by Laidlaw and the driver with a copy of this agreement forwarded to Local Chairperson.

27.2 That for the purpose of wage entitlements as set forth in Article 27.7 will be based on "Depot to Depot" time of driving for a regular a.m. or p.m. run.

27.3 a) Any Driver who ascertains that their regular run time has been decreased from their current run time sheet, will notify the Employer with an updated time sheet. The updated time sheet shall serve as written proof that wages are to be decreased. A copy of the time sheet is to be forwarded to the Local Chairperson. Within seven (7) days the timesheets will be audited, and upon confirmation of details, will be adjusted retroactively.

b) Time sheet forms are to be issued for all runs with the first full pay period in September each year. Timesheets may be issued sooner if runs are not affected by kindergarten start up.

c) Time sheet forms are to be returned to the office no later than **five (5)** working days after issue. The employer will then review all time sheets within **seven (7)** working days. If the run time on a route is increased or decreased, that particular run will be reviewed with the respective driver and a Union representative. If a dispute continues, the Employer and a Union representative, using the same size vehicle as normally used on that run, using the current route description and allowing time for pickups and drop-offs, will time the run in question. If a dispute continues to exist, the driver involved and a Union representative shall meet with the Company to discuss same.

d) All drivers must report to the Company all additions and deletions of stops within 3 days.

27.4 Run is all time with respect to reporting, performing circle checks, and traveling from "Depot to Depot" and is built into the minimum rate for an a.m. or p.m. regular school run.

27.5 Regular run time is the time in accordance with the applicable and current time sheets for that run.

27.6 Where a spare driver is sparing a regular run in which the "Depot Origin" is changed from the regular driver, the spare driver's rate of pay will be reflected by the time differential from depot to first pick up and last drop off to depot as per time formula.

27.7 The Employer and the Union agree regular run rates of pay will be based on a formula as follows, up to and including:

TIME FORMULA	SEPT 1/02 2.5%	SEPT 1/03 2.5 %	SEPT 1/04 2.5%
0 - 98 Min.	18.78	19.25	19.73
99 - 113 Min.	21.63	22.17	22.72
114 - 128 Min.	24.58	25.19	25.82
129 - 143 Min.	27.51	28.20	28.90
144 - 158 Min.	29.79	30.53	31.29
159 - 173 Min.	33.40	34.24	35.10
174 - 188 Min.	36.85	37.77	38.71

189 - 203 Min.	39.30	40.28	41.29
204 - 218 Min.	42.25	43.31	44.39

Time Definition

Time for the purpose of wage entitlement as set forth in Article 27.7 shall be based on Depot to Depot time of driving for a regular a.m. or p.m. run. All time with respect to reporting, performing circle checks, any traveling to and from pick up and discharge points is built into the minimum rate for a.m. or p.m. regular school run.

27.8 Any additional work performed over and above regular run will be paid on 15 minute increments over and above driver's normal rate paid for regular run timed as per Article 27.7.

(a) Any drivers having complete their a.m. run or to the most part, completed same and because of climatic conditions are asked to return students home and this additional work adds time which exceeds the normal a.m. route time, same driver will be compensated for the full p.m. run rate for returning the students back home. This would apply in some cases pertaining to early dismissal or late cancellations.

ARTICLE 28 - POSTING OF RUNS

28.1 Within five (5) working days after all time sheets have been reviewed and evaluated, the Employer shall post a listing of all school regular runs with the run name and its a.m. or p.m. run rates of pay. Any changes in rates of pay for an a.m. or p.m. run will be adjusted on the posting as soon as possible.

ARTICLE 29 - MAINTENANCE DEPARTMENT EMPLOYEES

29.1 The parties agree that the regular work week shall be from Monday to Friday and shall consist of five (5) consecutive eight (8) hour days in each consecutive seven (7) day period.

29.2 All time worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay.

29.3 All work performed on Saturdays or Sundays will be paid for at the rate of time and one-half (1 ½) as provided for in Article 29.2.

- 29.4 Each employee is entitled to a one (1) hour break for lunch in each eight (8) hours day without pay.
- 29.5 Each employee is entitled to two (2) fifteen (15) minute breaks in each eight (8) hour day with pay.
- 29.6 If an employee reports for work for his regular shift and was not told the previous shift not to report, and there is no work available, he shall be paid a minimum of three (3) hours at his regular rate.
- 29.7 The Employer will insure Mechanic's tools - on premise and service vehicle. The limit per employee is **\$15,000.00** with a deductible payable by the employee of \$250.00. The Employer will pay a **\$200.00** annual tool allowance, payable September 1st **each year**.
- 29.8 The Employer will pay the sum of **\$300.00** work boot allowance to the maintenance staff for the life of this agreement. Further, any and all other safety equipment that the Employer may require employees to wear or use from time to time shall be provided for the employees and maintained by the Employer free of charge to the employees.

The Employer will provide gloves for General Helpers required to work outside during winter months.

The Employer will provide to the Maintenance Department coveralls at a variance of three (3) changes per week. The Employer will in the summer months, in lieu of coveralls, supply to the Maintenance Department, shirts and pants at a variance of three (3) changes per week upon request.

Safety goggles to be supplied by Employer if required.

- 29.9 Employer will provide Mechanics and Helper with a winter coat every two (2) years. A winter vest every other year will be supplied to Mechanics only.
- 29.10 The following benefit program will be 100% Employer paid:

Life

- \$20,000.00

A.D. & D.

- \$20,000.00

Weekly Indemnity

- First day accident
- Eighth day sickness
- Maximum 26 weeks

Dental Plan

The employer agrees to pay the full cost of the Ontario Blue Cross Dental Plan No. 7 or a plan of equivalent benefits to full time licensed mechanics only. Dental Plan will be based on current O.D.A. rate schedule. The Employer will pay 100% of the cost of London Life Healthguard Plan, or a Plan of equivalent benefits. The Plan shall include non-deductible prescription drug coverage. Spouse will include common-law partners who have cohabited for a period of at least six (6) months.

Eyeglass Plan

The Employer agrees to pay \$100.00 every two (2) years per family member for eyeglasses. To full time licensed Mechanics only.

29.11 Vacations

- two (2) weeks after one (1) year - 4%
- three (3) weeks after six (6) years - 6%
- four (4) weeks after 11 years - 8%

Employees with less than one (1) year of service shall be entitled to vacation with pay in accordance with the Federal Labour Code.

29.12 Wages

	Sept 1/2002	Sept 1/03	Sept 1/04
Mechanics	\$ 18.70	\$ 19.16	\$ 19.64
Cleaner	\$ 8.20	\$ 8.40	\$ 8.61
Helper	\$ 8.20	\$ 8.40	\$ 8.61

29.13 Cleaner & Helper

The Employer agrees to advertise the position of Cleaner and Helper where a vacant or new position is created. This vacancy or new position

will be advertised five (5) working days prior to the filling of said position.
Applicant cannot be a working bus driver holding a regular A.M./P.M. run, when a conflict of hours of work will occur.

The successful applicant must be available to perform the duties required on a regular basis. If there is not a successful applicant for the position, said position will be filled at the Employer's discretion.

29.14 **Occupational Health & Safety Committee**

The representative from Maintenance Department will be paid (his or her) regular hourly wage if meeting is held during employee's normal hours of work. (As per Federal Labour Code Occupational Health and Safety).

ARTICLE 30 - COMMUNICATIONS

30.1 Each employee shall keep the office informed of their current address and telephone number. All communication between the parties shall be addressed:

- a) to Branch Manager;
- b) to the Local Chairperson of CAW Local 4308 at the last known address.

ARTICLE 31 - NOTICE OF INTENT (to amend agreement)

31.1 Notice of Intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

ARTICLE 32 - TERM

32.1 Effective September 1, **2002** to August 31, **2005**.

Dated at _____, Ontario this _____ day of _____ **2004**.

For the employer:

For the Union:

LETTER # 1 - LETTERS & SCHEDULES

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

LETTER # 2 - CANCELLATION OF RUNS

In the event that a driver reports as scheduled or is notified that a school run has been cancelled the driver shall be paid an amount of **\$18.00** per day.

LETTER # 3 - SPARE DRIVERS

1. One complete list of all spare drivers.
2. All spare drivers will be called in seniority order per Collective Agreement, except in extreme emergencies, ie:
 - (a) When Dispatcher or Manager arrive at work and find Employer Answering Service has a number of employees to be absent from work as of 06:15 day of absenteeism, then he will fill positions the quickest possible way. P.M. book-offs as per Collective Agreement which is one hour prior to departure.
 - (b) If only one employee is absent, then the senior employee will be called accordingly.
3. If an a.m. : p.m. route is open for the day or greater, then fill with senior employee able to perform the open positions. If only a.m. or p.m. position open, fill with senior employee.
4. If position is open for more than one (1) day, assign senior spare driver able to perform work until employee reports back to his/her position, **except as provided for in Article 17.4(b).**

LETTER # 4 - WORKPLACE HARASSMENT

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, as stated in the provincial Human Rights Code. 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, rest rooms, cafeterias, lockers, conference rooms and parking lots.

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

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

Harassment is not:

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

Filing a complaint:

If an employee believes he/she has 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;
- Document the events, complete with times, dates, locations, witnesses and details;
- Report the incident to Branch Manger/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, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

Investigation:

Upon receipt of the complaint, the Branch Manager/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 formalized in writing. Properly completed copies of this complaint will be forwarded to the General Manager and the Plant Chairperson.

A formal investigation of the complaint will begin by the Chairperson and General Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include the same gender as the complainant, whichever is applicable.

Resolution:

The Chairperson and General Manager or their designates will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (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.

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

All documentation is to be secured in a location agreeable to all parties.

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

Training:

In consultation with the National Union, three (3) day anti-harassment training will be developed for all union representatives and members of management. In addition, the CAW four (4) hour anti-harassment training program will be delivered to all employees.

LETTER # 5 - SHUTTLE SERVICE WHILE ON CHARTER

All shuttle service operated on trips outside the boundaries of the City of Sarnia, the Village of Point Edward, and Township of Moore when an overnight charge is involved will be paid a flat rate of **\$8.20** per hour. Any return trip in excess of one hour will be paid **\$8.20** per hour. It is understood that if the mileage provision under the present contract is greater than the flat rate, then the mileage rate will apply. Effective September 1, **2003 \$8.40** per hour; and September 1, 2004 **\$8.61** per hour.

LETTER # 6 - DRIVER TRAINER

The Employer and the Union agree that there will be a Driver Trainer(s) established which will form part of the Collective Agreement.

Driver Trainer to be compensated from time of departure until time of arrival back to terminal; Driver Trainer will be compensated the Driver Trainer rate. If relieved of their normal run to train, will receive their normal run rate.

LETTER # 7 - SHUTTLES

All in-town shuttle runs operating in the city of Sarnia, Village of Point Edward, will be paid a flat rate of **\$8.20** per hour. If waiting time is requested, the applicable rate of \$7.80 per hour will apply. Effective September 1, **2003 \$8.40** per hour; and September 1, **2004 \$8.61** per hour.

LETTER # 8 - BUS PICK UPS

With regard to drivers going to pick up vehicles for the Company (i.e. new buses), the driver will be paid **\$8.20** per hour effective September 1, 2002 and will be adjusted by the percentage increase for the years following as per contract.

- Effective September 1, **2003** - **\$8.40**
- Effective September 1, **2004** - **\$8.61**

If in excess of five (5) hours, charter meal allowance will apply.

LETTER # 9 - ENVIRONMENT PROTECTION

The Company and Union agree that it is the responsibility of both parties to notify the appropriate authorities if there is a release of a hazardous substance to the air, land or water systems. No employee shall be disciplined for performing his duty.

Employees shall have the right to refuse a job or follow an order when the result may be harmful to himself, a co-worker, the general public, or the environment,

or where it would be contrary to applicable federal, provincial, or municipal health and safety, or environmental laws, regulations or codes of practice. No employee shall be disciplined for exercising that right and no other employee shall be given the same order until there is a joint Union - Company investigation which may include the appropriate authorities.

LETTER # 10 - ADDITIONAL SCHOOL RUNS

The Company agrees that if additional runs come on stream, discussion between the Company and the Union will take place prior to implementation.

Should new runs originate out of town, the Company and the Union shall endeavour to find solutions that will keep these runs as part of the Local 4308 bargaining unit at a cost competitive rate.

LETTER # 11 - FUELING OF BUSES

The Company and the Union agreed in these negotiations that the fueling of buses shall be done between 9:00 a.m. and 2:00 p.m. A posting for this position shall be posted and the successful applicant shall have the option of fueling for one hour in the morning or afternoon or one-half hour in the morning and one-half hour in the afternoon.

LETTER # 12 - ATTENDANCE BONUS

The Company will pay an annual attendance bonus of \$200.00 per year for all regular drivers and full time maintenance staff for perfect attendance. Acceptable absences are jury duty, bereavement leave and approved Union leave.

LETTER # 13 - LICENSE MEDICALS

The Company agrees to pay **\$55.00** towards the cost of a medical examination when required by the MTO to maintain the driver's "B" license status.

LETTER # 14 - START UP DISPLACEMENT

The Company agrees that at start up if a senior driver's run has been cancelled they shall displace the junior driver until the bidding/bumping procedure is implemented as per the collective agreement. If the run the senior driver is assigned to pays less than their previous run, the Company shall pay that driver one-half (1/2) the difference in addition to the rate of the new run until the bidding/bumping procedure is complete.

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