

COLLECTIVE AGREEMENT

BETWEEN

GREY GOOSE BUS LINES  
Division of Laidlaw Transit Ltd.  
(Hereinafter called "The Company")

OF THE FIRST PART

- AND -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA AND ITS LOCAL 4209  
(Hereinafter called "The Union")

OF THE SECOND PART

Relating to Wages and Working  
Conditions of the Employees in  
the following division:

**OPERATING DEPARTMENT**

RECEIVED  
MAR 04 2002

- a) Maintenance
- b) Express Agents

Effective: November 1, 2000  
Expires: October 31, 2003

03738(04)

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WHEREAS it is the intent and purpose of the Union and the Company to further harmonious industrial relationships between the Company and the employees:

THEREFORE the parties agree to the following:

#### ARTICLE 1 - DEFINITIONS

- 1.1 "Continuous Operation" - The Company's operation is based on a continuous operation and will be governed according to the regulations set out in the Canada Labour Code and other applicable legislation.
- 1.2 "Day" - A day as used in this Agreement shall mean a calendar day of twenty-four (24) hours commencing at midnight and ending at midnight twenty-four (24) hours later.
- 1.3 "Week" as used in this Agreement shall mean a calendar week of seven (7) calendar days commencing at 12:01 A.M. on Sunday and ending at 11:59 P.M. Saturday, seven (7) calendar days thereafter.
- 1.4 "Month" as used in this Agreement shall mean a calendar month.
- 1.5 "Length of Service". Length of Service shall mean actual service with the Company. Absence due to layoff or leave without pay exclusive of assigned days off which do not exceed a total of fifteen (15) days while an employee is in a six month increment period or a total of thirty (30) days while an employee is in a twelve-month increment period will be disregarded in calculating length of service for pay administration only.
- 1.6 "Employee" and "Employees" means any person covered by this Agreement.
- 1.7 Where the male gender is used in the Agreement, it will be understood to include the female gender.

#### ARTICLE 2 - RECOGNITION

- 2.1 The Union is hereby recognized by the Company as the sole collective bargaining agent for all of its employees classified as Maintenance and Express Agents, and the Company hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any and all matters affecting hours of labour, wages, work conditions, or matters involving the interpretation of this Agreement.

- 2.2 It is not the intent of this Agreement to include matters of management herein and the Company reserves to itself the management, conduct and control of the operation of the business, including, but not limited to, the determination of the type, kind, make and size of equipment used by it, and when, how and where such equipment shall be used, the prescribing of all rules, policies, and regulations necessary for the safe, proper and sound conduct of its business, the number of employees employed by it and their qualifications and other pertinent and related matters, provided that such are not in conflict with the terms of this Agreement.
- 2.3 Bulletin Board: The Union will be allotted space for its general use on the Company Bulletin Boards.

### ARTICLE 3 - UNION SECURITY AND UNION DUES DEDUCTION

- 3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership as a condition of employment, and every new employee shall immediately apply for and maintain membership in the Union as a condition of employment by completing and signing an Application for Membership and Authorization for Check-off of Dues and Initiation Fee on Form A-230-86 supplied by the Union to the Company.
- 3.2 The Company agrees to deduct Union dues and initiation fees established in accordance with its constitution, from the pay of each employee, and shall forward such dues and fees monthly together with list showing from whom deductions were made, to the local Union Financial Secretary.
- The said deductions shall be made from the mid-month pay.
- 3.3 The employer shall not discriminate against any employee because of his membership in the union.
- 3.4 The Company will advise the Union monthly of any new employee hired into the bargaining unit and shall upon request, assist the local Chairperson in arranging an opportunity, as soon as reasonably possible, to meet with the new employee.

The employer shall advise all new employees of the existence of the Union and the Union representative and their right to Union representation whenever meeting with representatives of the Company.

- 3.5** Management and other employees outside the bargaining unit may not perform bargaining unit work except in emergency situations and situations that could create an undue delay to the customer.
- 3.6** It shall not be a violation of this collective agreement to refuse to cross a legal picket line. The parties agree to work together to minimize the effect of a picket line on the continuous operation of the company.
- 3.7** During the term of this agreement there shall be no lock out by the company or any strike, sit down, slow down, work stoppage or suspension of work either complete or partial by the union.

#### ARTICLE 4 - HIRING OF A NEW EMPLOYEE

- 4.1** Newly hired employees shall be considered as probationary employees for the first ninety (90) days of work by the employee.

Probationary employees shall not be entitled to grieve with respect to discharge or layoff during the probationary period. Should the employee fail to qualify for the classification hired for, the solution will be either termination, or if a suitable opening is available and acceptable to the employee, he/she may then be moved into another classification.

A probationary employee shall not be eligible for benefits until completion of the probationary period, or as set out elsewhere in this agreement, but shall be eligible for the payment set out in Clause 15.3. In the case of a probationary employee being terminated or resigning employment and the above payment has been made, the payment shall be deducted from any monies owing and then if any balance is outstanding by a payment from the employee.

A days work for the purpose of this clause for part time employees are any hours submitted for payment that are worked and paid on any day as defined in Clause 1.2 except for an employees shift which runs continuous past midnight, in which case the shift would be considered a day.

- 4.2** The Company reserves the right, subject to qualifications, to pay a rate higher than the applicable probationary wage rate but at no time shall this employee be hired at a rate in excess of the third year level. This restriction does not apply to the Certified Mechanic classification.

In circumstances where a new employee is hired at a rate of pay in excess of the probationary rate, the new employee shall be paid at the probationary rate for their first eighty (80) hours of employment for the purposes of training.

- 4.3 The Company agrees that at the initial orientation meeting for an employee, the local Chairperson will be provided with a reasonable period of time to address such new employees for the purpose of acquainting them with the obligations of an employee to the union.

#### ARTICLE 5 - PROBATIONARY LEARNING PERIOD

- 5.1 Should the employee not have all of the qualifications or experience but has the potential of meeting the requirements in the available opening, the employee may work in this classification through a trial period in accordance with Article 5.2 upon the Supervisor's recommendation.
- 5.2 The trial period may not exceed a three-month period.

#### ARTICLE 6 - WAGE SCALE & CLASSIFICATIONS

- 6.1 Pay for Work in Another Classification  
Employees temporarily assigned to a lower rated classification shall maintain their current wage rate. Employees temporarily assigned to a higher rated classification shall receive the wage rate of the higher classification. Employees working less than the scheduled shift hours shall receive the higher rate for those hours worked within the higher classification.
- 6.2 After Hours Transportation  
Employees who live within the city limits and are required to start or finish their work assignment between 12:00 midnight and 6:00 am, who do not have their own transportation shall be provided transportation by the company. The type of transportation shall be determined by the Company. Employees requiring transportation assistance must advise the appropriate Company representative when their shift is assigned.

6.3 Journeyman Mechanic:

Shall be defined as any mechanic holding a valid trades certificate of apprentices. Should the Province of Manitoba establish new standards of certification, see Letter of Understanding #2 attached.

<u>Date</u>	<u>Per Hour</u>
October <b>29, 2000</b>	<b>\$18.00</b>
October <b>28, 2001</b>	<b>\$18.63</b>
October <b>27, 2002</b>	<b>\$19.19</b>

6.4 Apprentice Mechanic:

Shall be defined as any employee indentured in a recognized apprenticeship program. When the apprentice employee has successfully completed the apprenticeship program, he will be classified as a Certified Mechanic and move to the top rate in that classification. Seniority will reflect total time spent in the apprenticeship program.

Apprentice mechanics cannot bump to the certified mechanic classification.

<u>Date</u>	<u>1st Year</u> <u>(70%)</u>	<u>2nd Year</u> <u>(75%)</u>	<u>3rd Year</u> <u>(80%)</u>	<u>4th Year</u> <u>(85%)</u>
October <b>29, 2000</b>	<b>\$12.60</b>	<b>\$13.50</b>	<b>\$14.40</b>	<b>\$15.30</b>
October <b>28, 2001</b>	<b>\$13.04</b>	<b>\$13.97</b>	<b>\$14.90</b>	<b>\$15.84</b>
October <b>27, 2002</b>	<b>\$13.43</b>	<b>\$14.39</b>	<b>\$15.35</b>	<b>\$16.31</b>

6.5 Serviceman:

Shall be those employees that are required to perform basic mechanical duties and any other related duties as directed by the supervisor or lead hand.

<u>Date</u>	<u>0-12 Mths</u>	<u>13-24 Mths</u>	<u>25-36 Mths</u>	<u>37 + Mths</u>
October <b>29, 2000</b>	<b>\$10.45</b>	<b>\$11.33</b>	<b>\$12.83</b>	<b>\$13.69</b>
October <b>28, 2001</b>	<b>\$10.81</b>	<b>\$11.73</b>	<b>\$13.28</b>	<b>\$14.17</b>
October <b>27, 2002</b>	<b>\$11.13</b>	<b>\$12.08</b>	<b>\$13.68</b>	<b>\$14.60</b>

6.6 General Maintenance:

Shall be those employees that are required to perform, but not limited to the following functions:

- cleaning, washing and fuelling procedures
- checking for oil, water, tires and the movement of vehicles

<u>Date</u>	<u>0-12 Mths</u>	<u>13-24 Mths</u>	<u>25-36 Mths</u>	<u>37 + Mths</u>
October <b>29, 2000</b>	<b>\$8.67</b>	<b>\$9.38</b>	<b>\$10.25</b>	<b>\$10.93</b>
October <b>28, 2001</b>	<b>\$8.98</b>	<b>\$9.70</b>	<b>\$10.61</b>	<b>\$11.31</b>
October <b>27, 2002</b>	<b>\$9.25</b>	<b>\$9.99</b>	<b>\$10.92</b>	<b>\$11.65</b>

\* There will be a 25 cents per hour premium on General Maintenance employees with over five (5) years of continuous service in this classification at ratification.

6.7 General Labour:

Are those employees who are assigned to the cleaning of the shop, property, vehicles and any other related duties as assigned by the supervisor or lead hand.

<u>Date</u>	<u>0-12 Mths</u>	<u>13-24 Mths</u>	<u>25-36 Mths</u>	<u>37 + Mths</u>
October <b>29, 2000</b>	<b>\$8.07</b>	<b>\$8.70</b>	<b>\$9.60</b>	<b>\$10.38</b>
October <b>28, 2001</b>	<b>\$8.36</b>	<b>\$9.01</b>	<b>\$9.93</b>	<b>\$10.75</b>
October <b>27, 2002</b>	<b>\$8.61</b>	<b>\$9.28</b>	<b>\$10.23</b>	<b>\$11.07</b>

\* There will be a 25 cents per hour premium on General Labour employees with over five (5) years of continuous service in this classification at ratification.

6.8 Bodyman:

Are those employees who are engaged in general body, structural and component repair and replacement, and any other related duties as assigned by the supervisor or lead hand.

<u>Date</u>	<u>0-12 Mths</u>	<u>13-24 Mths</u>	<u>25-36 Mths</u>	<u>37 + Mths</u>
October <b>29, 2000</b>	<b>\$14.24</b>	<b>\$14.71</b>	<b>\$15.19</b>	<b>\$15.78</b>
October <b>28, 2001</b>	<b>\$14.74</b>	<b>\$15.23</b>	<b>\$15.73</b>	<b>\$16.33</b>
October <b>27, 2002</b>	<b>\$15.18</b>	<b>\$15.68</b>	<b>\$16.20</b>	<b>\$16.82</b>



**6.9 Express Agents:**

Shall be those employees assigned to perform all tasks related to the handling of express, freight, baggage and any other related duties as assigned by the supervisor or lead hand.

<u>Date</u>	<u>0-12 Mths</u>	<u>13-24 Mths</u>	<u>25+ Mths</u>
October 28, 2000	\$7.86	\$9.01	\$9.94
October 27, 2001	\$8.14	\$9.32	\$10.29
October 26, 2002	\$8.38	\$9.60	\$10.60

\* There will be a **25** cents per hour premium on Express Agent employees with over five (5) years continuous service in this classification at ratification. This will also include Ray Geske, Ron Cavalry and Les Delbridge.

\* Ray Geske, Ron Cavalry and Les Delbridge will receive the following rates and increases. These rates include the \$1.00 Lead Hand rate and will be guaranteed so long as they remain employees of Grey Goose and even though they may lose their status as a Lead Hand.

\$12.40      \$12.83      \$13.22

**6.10 Lead Hand:**

Shall be those employees responsible to lead and direct their respective work force in conjunction with or in the absence of the supervisor.

\* Any employees designated as Lead Hands will receive a premium of \$1.00 per hour.

**6.11** All employees, with the exception of express staff and general labour staff, must be capable of driving all company vehicles in a safe manner and hold an appropriate valid, provincial license with air brake endorsement.

**6.12**

(1) Full time employees on regular scheduled shifts ending at midnight and not earlier than **9:00** p.m., shall be paid a shift premium of forty cents (\$0.40) per hour for those hours worked after 5:00 p.m.

(2) Full time employees on regular scheduled shifts commencing between **8:00** p.m. and 4:00 a.m., shall be paid a shift premium of sixty-three cents (\$0.63) per hour for all shift hours worked. An employee shall qualify only for one of the above payments.

- 6.13 The Company shall pay any employee who has been subpoenaed to serve on jury or subpoenaed to provide evidence as a crown witness, provided, however, all sums received by way of payment for jury duty are paid to the Company. No employee shall receive his normal pay and jury duty pay. All other expenses shall be borne by the employee. Payment of the above wages to part time employees will only apply to work scheduled during the period of time by the Company.

#### ARTICLE 7 - SERVICE LETTER

- 7.1 Employees who have been in service one (1) year or more and who leave the service will upon request, be promptly furnished a service letter stating the time and character of service while in the employ of the Company.

#### ARTICLE 8 - NOTICE OF RESIGNATION OF EMPLOYMENT

- 8.1 An employee who wishes to resign his employment with the Company shall give the Company at least one week's notice in writing of the date on which his employment is to terminate, or forfeit one (1) week's pay.

#### ARTICLE 9 - SENIORITY

- 9.1 Employees on probation will not acquire seniority until such time as they have successfully completed probation.
- 9.2 Upon successful completion of probation, seniority for employees shall be adjusted to the employees date of hire.

An employee's seniority and employment shall cease for any of the following reasons:

- (a) dismissal for just cause and not reinstated through the grievance procedure.
- (b) voluntary termination;
- (c) Continuous lay-off for a period of twelve (12) months, except for employees with ten (10) or more years of seniority, in which case it is twenty-four (24) months. It shall be the employee's responsibility to

ensure an up-to-date address and telephone number remains on file with the Company;

- (d) failure to report to work after the termination of a leave of absence;
- (e) failure to report to work within seven (7) days after being notified to report to work after a lay-off;
- (f) absence without proper authority;
- (g) in the case of the employee providing a reason satisfactory to the Company with respect to (d), (e) or (f), the employee shall be reinstated without loss of seniority.
- (h) promotion out of bargaining unit

**9.3** All seniority rosters in effect the date of this Agreement shall be regarded as correct, indisputable errors excepted. Any protest with respect to seniority rosters must be made within thirty (30) days from date of posting will stand correct, indisputable errors excepted.

**9.4** The Company agrees to post, semi-annually, a master seniority list plus a seniority list by classification. These lists will be posted on the bulletin boards with a copy to the Union representatives.

#### ARTICLE 10 - MEDICAL COVERAGE

**10.1** The Company will pay one-half the cost of hospital care for employees home based in other provinces.

**10.2** The Company will pay the cost of United Health Insurance (ambulance and semi-private room) and the cost for employees home based in other provinces.

**10.3** The Company will pay half the cost of the Medicare coverage for all employees home based in other provinces.

**10.4** Should the Province of Manitoba introduce a premium payment plan for Manitoba Health Care, the Company agrees to meet with the Union to discuss the impact of this change on the employees.

#### ARTICLE 11 - GROUP INSURANCE AND PENSION

**11.1** Each employee shall be covered by a Group Insurance and Pension Plan, on completion of his probationary period as follows:

See Appendix 1.

Employees Group Benefits and Pension Plan

- (a) Group Life - payable for death by any cause;
- (b) Accidental Death and Dismemberment - 24 hour coverage - payable on death caused by accident, either at or away from work;
- (c) Weekly indemnity will be paid at sixty-six and two-third percent (66 2/3%) of the Employees salary to the U.I.C. maximum. The premiums to be paid by the Employees shall be five dollars (\$5.00) per pay period (by-weekly).
- (d) Long-Term Disability (LTD) - 50% of Monthly earnings to a maximum of \$1,800.00, which is fully paid by the Company.
- (e) Major Medical - Add Drug and Vision Coverage, Company to pay 75% of premium and employees pay 25% of the premium.

Drug Coverage	90%	
Mail Order Drugs	100%	
Vision	\$50/24 Months	
	<u>Life Insurance</u>	<u>Accidental Death &amp; Dismemberment</u>
All Employees	\$25,000.00	\$25,000.00

Accident and dismemberment benefits payable as per table in employees' policy. The Company will pay one hundred percent (100%) of the premiums of the Life Insurance and the Accidental Death and Dismemberment.

11.2 The Company will provide United Health Insurance Plan (Ambulance and Semi-Private Room) and the premiums for the Plan shall be paid one hundred percent (100%) by the Company.

11.3 Dental Service Plan

- (a) The Company shall provide a Dental Service plan to cover each married employee and his dependants, and single employees for dental services. The dental plan will provide no less benefit than the Manitoba Blue Cross Dental Service Plan B, and Dental Service Plan C with the coverage at 100% of Plan B and 50% of Plan C. Coverage for both plans will be based on the prevailing Dental Association fee schedules. The employee's portion of the monthly premiums for the Dental Plan will be a maximum of ten dollars (\$10.00) per month for a married employee and his dependants; and four dollars (\$4.00) per month maximum for single employees.

(b) The coverage will be a maximum of \$1,200.00 per annum, for each individual employee and individual dependents as defined in 11.1 (a) of this Agreement; and effective November 1, 1986, the premiums will be shared on the basis of the Company paying seventy-five percent (75%) and the employee paying twenty-five percent (25%) per month. Coverage for both Plans will be based on the prevailing Dental Association fee schedule.

11.4 The Company shall provide all of the necessary application forms for the employees for the above-named Plans, and it shall be the Company's responsibility to administer and see to it that the forms for the above-named Plans are properly completed by the employee and processed with all of the carriers involved.

## ARTICLE 12 - ANNUAL VACATIONS

12.1 All matters concerning annual vacations shall be governed by the Canada Labour (Standards) Code with the following variations. All employees shall be entitled to the following vacation with pay.

12.2 All employees will submit their choice for vacation dates by April 15th and the Company will post the allotted vacation dates by the end of April. Should an employee not submit a date, the vacation dates for such employee will be made by the Company. An employee requesting vacation in the months of January, February or March will be allowed their vacations during that time in accordance with the provisions of the Collective Agreement. Vacations dates shall be awarded based on the employee's service date with the Company.

12.3 An employee on completion of one (1) year of employment with the Company, shall be entitled to two (2) weeks vacation and shall receive as vacation pay, an amount equivalent to 4% of such employee's gross earnings in the previous year.

12.4 An employee on completing four (4) years of employment with the Company shall be entitled to three (3) weeks vacation and shall receive as vacation pay, an amount equivalent to 6% of such employee's gross earnings in the previous year.

12.5 An employee on completing fourteen (14) years of employment shall be entitled to four (4) weeks vacation, and shall receive as vacation pay an amount equivalent to 8% of such employee's gross earnings in the previous year.

- 12.6 Where one or more general holidays occur during a vacation granted to an employee pursuant to this Agreement, the employer shall pay to the employee in addition to the vacation pay, the wages to which the employee is entitled for those General Holidays or the employee may elect to take a day off with pay in conjunction with their vacation.
- 12.7 During the vacation year, an employee who becomes entitled to additional vacation as provided for herein, shall be allotted the additional week vacation at a time suitable to him and the Company. This mutual arrangement will not conflict with the choices of other employees' vacation dates. The vacation pay for such additional weeks vacation will be in accordance with the above entitlement under the service years.
- 12.8 An employee in his first year of employment, and qualifying for two (2) weeks vacation with pay, shall be paid 4% of his gross earnings of his first twelve months of employment. Thereafter, vacation pay will be determined from the gross earnings shown on the employee's income tax T-4 slip.
- 12.9 An employee who ceases employment for any reason at a time when an unused period of vacation with pay stands to his credit, shall be paid such vacation pay on his gross earnings computed by the percentage he is entitled to in accordance with his service years.
- 12.10 For employees entitled to four or more weeks annual vacation, the options for taking their vacation are as follows:
- Any combination of 1, 2 or a maximum of 3 weeks with the remaining time being taken in 1 week blocks or on a per day basis.
  - Employees electing to take their remaining vacation days on a per day basis must give the company a minimum of 7 days notice in writing.
  - Employees electing to take their remaining vacation days in blocks of one week must submit their requests to the Company for approval. These requests will be granted subject to operational requirements.
  - Employees will not be allowed to take more than three (3) weeks vacation at any one time.
  - Any days left outstanding at the end of their anniversary year must be taken within thirty (30) days of their anniversary date.

In order to allow as many employees as possible to take annual vacation during the summer months (June, July & August), the Company reserves the right to limit the number of employees away at any given time during this period and restrict the maximum number of vacation days to 21 calendar days per employee. The number of employees away on vacation at the same time shall not exceed one (1) person in the express department classification and no more than two (2) employees at any one time from the combined classifications of Certified Mechanics, Apprentice Mechanics, Serviceman, and Bodyman.

#### ARTICLE 13 - GENERAL HOLIDAYS

13.1 "General Holiday" means New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

13.2 An employee who is scheduled to work on a general holiday shall be paid at 1½ times his regular rate of pay, in addition to his regular pay for that day or he may choose to take a day off in lieu at a mutually agreeable date or with his next annual vacation.

To qualify the employee must work the scheduled work day before and the scheduled work day after the General Holiday and be employed more than thirty (30) days.

13.3 When a General Holiday falls on an employees scheduled day off, he shall be entitled to a day off in lieu to be taken at a mutually agreed upon date or with his next annual vacation.

Should an employee, scheduled to work on a General Holiday, be given the day off by the Company he shall be paid his regular rate of pay for that day.

#### ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Overtime and Hours of Work:

- 1) Regular hours of work shall be based on forty (40) hours per week exclusive of meal periods averaged over two (2) weeks for a total of eighty **80** hours. The minimum number of hours scheduled per shift for full time employees shall be eight (8) hours and the maximum number shall be ten (10). The Company will endeavour to schedule consecutive days off.

The Company agrees it will not introduce split shifts for full time employees without the consent of the Union. In locations where split shifts are currently utilized the parties agree to leave them in place until such time that a change is required.

Should the Company decide to send any employee home during his/her regular schedule shift due to lack of work, the employee shall be paid his/her regular rate of pay for the full shift. The Company reserves the right to assign this employee to other duties in lieu of releasing him for the remainder of the shift provided the employee is qualified to do the work available.

- 2) Overtime hours will be paid for all hours worked in excess of the employee's scheduled shift hours averaged over the pay period in which the overtime occurred. All overtime will be paid at 1½ times the applicable rate of pay.
- 3) An employee required to work on his regular day off shall be paid at his regular rate of pay with a minimum call-in of three (3) hours not excluding the previous Article 14.1 (2).

#### 14.2 Road Calls

- 1) Employees required for road calls, or employees temporarily assigned to another location shall be paid in accordance with Article 6. In addition, the Company shall compensate the employee for all reasonable expenses incurred for meals lodgings and travel.
- 2) Travel time will be paid at the employee's regular rate of pay.
- 3) Travel time outside the employee's scheduled shift will not be used in calculating overtime pay.
- 4) Travel time, on those road calls not requiring overnight lodgings, shall be used for calculating overtime.
- 5) Following a road call, an employee may at his option, layover for a maximum of eight (8) hours prior to commencing his regular scheduled shift.

#### 14.3 Clean up Period

Five (5) minutes will be allowed prior to end of work shifts. This period allotted for cleaning of work area and tools only.



14.4 Bereavement Leave:

Upon death of an employee's spouse, child, parent, grandparents, father-in-law, mother-in-law, sister or brother, brother-in-law, sister-in-law, grandchild, step-parents, or step child, the employee shall be granted three (3) working days bereavement leave, exclusive of scheduled days off or general holidays, without loss of pay. The leave days may be taken either separately or consecutively within seven (7) days of the date of death.

14.5 Twenty-one (21) days prior to the implementation of a new shift schedule, the Company will post for bid the schedule of shifts. Employees will be given seven (7) days to submit their shift bid. All shifts will be awarded by classification seniority. An employee who fails to submit a shift bid will be assigned a vacant shift regardless of seniority. The duration of these schedules will not exceed thirteen (13) weeks.

14.6 Based on the shift assignments resulting from Clause 14.5, a fourteen (14) day work schedule for full time employees shall be posted by the Company a minimum of fourteen (14) days in advance of a scheduled start, exclusive of Clause 14.5.

ARTICLE 15 - CLOTHING AND SAFETY ITEMS

15.1 a) The Company will supply smocks or coveralls free of charge to employees classified as mechanics, express agents and employees in the wash racks. Other employees may be issued coveralls and smocks at the Company's option.

When an employee is issued a uniform, it is mandatory that this uniform be worn at all times in the workplace. Employees are responsible for maintaining possession of all uniforms issued.

b) The Company will provide to express agents, who are required to work out doors with a winter parka at no charge to the employee. Except in unusual circumstances, only one (1) parka will be issued to the employee during the life of this Agreement.

Employees working as General Maintenance or Express Agents will be supplied with a winter parka. Replacement parkas will be supplied as required.

- c) The Company will provide, free gloves to designated Express staff. Replacement gloves may be obtained, at no charge to the employee, providing they return the original gloves.

Express agent will be supplied two summer and two winter uniform shirts by the Company. If the employee leaves the Company before the probationary period, the Company will deduct from the employee's cheque the cost of the clothing if the employee fails to return the uniform items.

- 15.2 The Company will supply and pay for tool insurance for all mechanics. as per the Company Insurance Policy.
- 15.3 Employees entitled to CSA approved boots will be allowed a reimbursement up to \$90.00 every twelve (12) months from last purchase of boots upon the presentation of a valid and current receipt indicating name and address of supplier, date of purchase and amount will be required. Employees may be required to show the new boots to his/her Manager or supervisor.
- 15.4 Employees requesting additional uniforms may do so at their own expense. These costs may be deducted through the payroll deduction plan.
- 15.5 All employees must comply with all safety regulations.

#### ARTICLE 16 - COFFEE AND LUNCH BREAKS

- 16.1 The Company will allow two, ten-minute coffee breaks, and a thirty minute unpaid lunch break for each employee during every scheduled work shift of eight hours with one additional ten minute coffee break for those employees scheduled to work a ten hour shift.

#### ARTICLE 17 - DISCIPLINE

- 17.1 (a) Subject to 17.2, no employee except those on probation as provided for in Article 5, shall be disciplined without a hearing with the appropriate company official and union representative. This hearing shall take place within 14 calendar days of the alleged incident or 14 days from when the Company was made aware of the alleged incident. The Company will advise both the employee and the union of the hearing date and time.

The company shall render its position in writing within 7 calendar days of the hearing.

Should the employee not be satisfied with the company's decision, he may file a grievance pursuant to Article 18.2.

(b) Time limits respecting 17.1 (a) may be extended by mutual agreement.

17.2 In emergency cases in which the Company believes that the safety of the public is endangered or in cases of alleged mishandling of revenue or property, the employee may be held out of service pending an investigation. When an employee is held out of service pursuant to Sub-Article 17.1 (a), the parties will endeavour to handle this in a timely manner and schedule the hearing, and render a decision, within 7 calendar days.

17.3 On matters arising out of Sub-Article 17.1, affecting an employee, the Company will make available to the Union Representative and the Local Officers, the personal record of any employee if requested by the employee.

17.4 Disciplinary action charged on the personnel record of an employee shall not be admissible or used in any disciplinary or arbitration proceedings after a period of three (3) years from the date of entry providing no similar disciplinary action had been charged to such record.

#### ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

18.1 The grievance procedure shall apply to matters covered by this Agreement.

18.2 Any complaint raised by employees concerning the interpretation or alleged violation of this Agreement, or that they have been unjustly dealt with shall be handled in the following manner:

**STEP 1:** Within seven (7) calendar days from the cause of the grievance or complaint, the employee and/or the Local Chairman may present the grievance or complaint in writing to the proper Company Officer who will render his decision in writing as soon as possible, but in any case, within seven (7) calendar days of receipt of the grievance.

**STEP 2:** Within fourteen (14) calendar days of receiving the Company's decision under Step 1, the Union Chairperson may appeal in writing to the appropriate company representative. A written decision will be rendered by the Company representative within fourteen (14) calendar days of receiving the appeal.

18.3 Failing satisfactory settlement in Steps 1 or 2 of Article 18.2, the time limits of the grievance procedure and arbitration article may be mutually extended, providing that a request is made in writing by either party, to allow the Union Representative and the Company Representative to further discuss the grievance before applying for arbitration.

18.4 In the event a dispute arises between the parties which cannot be settled under the above procedure as to the application, interpretation of administration of this Agreement, the disciplining of employees, including any other matter affecting the welfare of the employees, including any question as to whether a matter is arbitrable or whether an allegation is made that the Agreement has been violated, there shall be no work stoppage or lockout because of such difference or allegation, but either party may, after exhausting the above procedure, notify the other party in writing of its desire to submit such dispute to final and binding arbitration within fifteen (15) days of receipt of the decision of the Company grievance committee.

The parties agree to appoint a single arbitrator from a rotating list of three arbitrators, to hear the grievance. The decision of the arbitrator shall be final and binding on both parties.

All costs of the arbitrator shall be borne equally between the parties.

In the event the dispute involved the dismissal or suspension, or an employee is judged to have been unfairly treated, he shall be reinstated in his original position with the Company, and shall be reimbursed for such lost time as determined by the Arbitrator. Each party shall bear an equal amount of the costs of the Arbitrator. Any of the time limits mentioned in this section may be extended by mutual consent of both parties.

18.5 In the event of the absence of the appropriate Company representative or the failure of the Company to respond at any step the Union may stipulate, in writing, their intention to proceed to the next step. Where a decision with respect to a claim for unpaid wages is not responded to, by the Company, within the time limits, the claim will be paid. This does not prevent either party from requesting a time limit extension.

- 18.6 After receiving the Company's answer at any step of this procedure, if the Union has not given notice of intention to advance the grievance to the next step within fourteen (14) calendar days, the matter shall be deemed to be settled on the basis of the Company's reply.
- 18.7 The Union shall promptly notify the Company of the personnel of its Grievance Committee and of any change in personnel, and the Company shall notify the Union of the names of the officials of the Company referred to herein.
- 18.8 In the discussion of grievances with representatives of the Company, the Grievance Committee may at any time be accompanied by a Representative of the Union.
- 18.9 As far as practicable, all grievances will be dealt with during regular working hours without loss of earnings.

#### ARTICLE 19 - LAY OFF & RECALL

- 19.1 In the event of lay off, employees will be laid off in reverse order of seniority by classification. The Company shall give a minimum of one week notice to the affected employee(s) or one week pay in lieu of notice.

Should the affected employee hold seniority in another classification, covered by this collective agreement, he may exercise his seniority, subject to qualifications, and bump the junior employee in that classification.

Employees exercising this option are subject to the trial period as outlined in Article 5.2.

In the event there is no qualified employee available for the position the Company will offer the recall to other laid-off employees in order of Company seniority subject to the provisions of Article 5.2.

- 19.2 Employees shall be recalled in the order of their seniority where the jobs become available, and the Company shall give notice of recall by telephone and confirm by registered mail to the last recorded address of the employee. The employee shall keep the Company advised at all times of his current address, and give the Local Chairman a copy of his change of address.

- 19.3 The employee shall return to work within seven (7) days from the time he receives the registered notice of recall to a permanent position. A laid off employee who refuses a notice of recall to a permanent position will be deemed to have resigned from the Company.
- 19.4 Employees on laid off status wishing benefits continuation will be responsible for 100% of the benefit premiums. Employees should notify the company in writing of their desire to continue benefits.
- 19.5 Should the company have temporary assignments expected to last more than 30 days, they shall offer it, in seniority order, to laid off, qualified, employees. These employees may refuse such assignments provided that the company can exercise its right to assign this work to the junior laid off employee. If the junior qualified employee refuses the assignment, they will be deemed to have resigned.
- 19.6 The Company will supply the Local Chairman and shop steward with copies of the said lay off notice and recall.

#### ARTICLE 20 - LEAVES OF ABSENCE

- 20.1 Leave of absence may be granted for personal reasons, but not for the purposes of other employment.
- Employees on a personal leave absence shall accrue seniority to a maximum of three (3) months in any twelve (12) month period.
- Employees on a personal leave of absence wishing benefits continuation will be responsible for 100% of the benefit premiums. Employees should notify the company in writing of their desire to continue benefits.
- 20.2 Designated employees representing the Union may, by mutual agreement, be granted a short term leave of absence to carry out duties requested by the Union. These requests shall be submitted in writing to the appropriate Company representative for approval 7 days in advance of the leave.
- 20.3 Employees who are acting as full time officers or representatives of the union or the parent organization shall be placed on leave of absence, with the time involved considered as service time with the company. On conclusion of such leave of absence, employees shall return to a job level equivalent to that which they previously held immediately prior to working for the Union, with the accrued seniority.

ARTICLE 21 - CHILD CARE LEAVE

21.1 Parental Leave will be granted in accordance with the provisions of the Canada Labour Code.

ARTICLE 22 - SEXUAL HARASSMENT

22.1 Both the Company and the Union recognize the problems of sexual harassment in the work place and are committed to ending it.

22.2 A grievance filed under this clause shall be handled with all possible confidentiality. In settling the grievance every effort shall be made to discipline, relocate or reassign the harasser, not the victim.

22.3 The parties agree to follow the guidelines as outlined in the new Laidlaw Inc. Sexual Harassment Policy. This policy will be posted on all Company bulletin boards.

ARTICLE 23 - MISCELLANEOUS

23.1 Passes:

Employees who have successfully completed their probationary period and their immediate families will be allowed free passes on all company lines. For the purposes of this Article immediate family means spouse and dependant children under the age of 21. Employees on probation will be granted passes at the discretion of the company.

In the event that the bus is **full** with revenue passengers, employees on passes will be bumped from that run.

23.2 Travel Time:

Employees required to travel on company business shall be paid at their current hourly rate for all hours spent travelling. Travel time will not be counted for the purposes of calculating overtime.

23.3 The Company agrees to pay a lump sum payment of one thousand dollars (\$1,000.00) yearly for the educational fund. Payment shall be made to a trust fund established by the National Union, C.A.W., and send by the Company to the following address: C.A.W. Paid Education Leave Program, 205 Placer Court, Toronto, Ontario, M2H 3H9.

The Company further agrees that the members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, subject to operational requirements and without pay for twenty (20) days class time, plus travel time where necessary, said leave shall be intermittent over twelve (12) months from the day of the first leave. Employee on said leave of absence will continue to accrue seniority and benefits during such leave.

23.4 The Company agrees to pay into the C.A.W. Social Justice Fund one thousand (\$1,000.00) dollars per year. The monies shall be sent to C.A.W. Social Justice Fund, 205 Placer Court, Toronto, Ontario, M2H 3H9.

#### ARTICLE 24 - FILLING OF VACANCIES

24.1 Permanent vacancies will be filled in the following manner:

- 1) The vacancy shall be posted for seven (7) calendar days.
- 2) The vacancy will be awarded based on seniority and qualifications. Should the Company be unable to fill this vacancy from within the classification, they will give preference to employees from other classifications subject to the following:

- the employee must possess the qualifications and skills to do the job or must be able to demonstrate to the Company within thirty (30) days that they possess the necessary qualifications and skills.

- any employee changing classifications under this article are subject to the provisions of Article 5.2.

- if an employee changes classifications under this article and fails the trial period as outlined in Article 5.2, they may return to their previous classification. In these circumstances the employee will displace the junior employee in their previous classification and assume that employee's shift schedule until the next shift schedule change.

- when an employee changes classifications his seniority in his previous classification will be frozen on the last day he works in that classification and he will accrue seniority in the new classification as of the first date he works in that classification. In circumstances where an employee is returned to their previous classification, as per Article 5.2, their seniority date in their previous classification will be adjusted to reflect that time.



- in the event that the internal candidates do not possess the necessary skills or qualifications, or are unable to demonstrate that they possess these skills and qualifications or there are no internal candidates the Company may recruit an external candidate.

- the Company may in circumstances where it is necessary to expedite this process bypass these procedures and hire an external candidate.

- 3) Once the successful applicant has been selected, the Company will make every effort to allow the employee to commence his new position without undue delay.
- 4) Employees who change classifications will be subject to the probationary provisions as outlined in Article 5.2.

24.2 Temporary vacancies, expected to last less than 30 days, will be filled from within the bargaining unit based on qualifications and seniority. Temporary vacancies will first be offered to part time employees in order of classification seniority, The senior part time employee may refuse this assignment provided the Company has the right to assign the junior, available qualified employee. The provision of this clause does not apply to vacancies in the Lead Hand classification.

24.3 In the case of the Company determining to fill the temporary vacancy of an express leadhand, the vacancy will be first offered to full time employees in order of their seniority. Not all vacancies require the appointment of a leadhand. Should the Company be unable to fill a vacancy with a full time employee with the necessary skill and qualifications, the Company will offer the vacant position to a qualified part time employee.

## ARTICLE 25 - PART TIME EMPLOYEES

25.1 Part Time employees shall be defined as those employees who, except when filling temporary vacancies, work less than 40 hours per week averaged over 13 weeks.

Part Time service employees will not be used in a manner that would prevent the utilization of full-time shifts.

25.2 Part Time employees are not eligible to participate in any of the Company benefit programs.

- 25.3** Part Time employees shall be listed on a master seniority list for Part Time employees in addition to a separate seniority list by classification seniority.

Seniority for Part Time employees will be based on the number of days of compensated service. When a part time employee bumps a full time employee, seniority shall be calculated as per the formula in Article **25.5**.

For the purposes of vacation selection, the employee's service date shall apply.

For the purposes of pay progression, lay-off, shift assignment or call-out, the employee's classification seniority shall be the governing factor. This seniority shall be calculated and posted quarterly and will remain in effect for, for the purposes outlined above, for the next quarter. With the exception of temporary vacancies, the Company will endeavour to equalize the distribution of available hours to Part Time employees, based on classification seniority, to working less than **40** hours per week averaging over **13** weeks.

- 25.4** In the event of a lay-off, Part Time employees shall be laid off in reverse order of their classification seniority. Should a Part Time employee hold seniority in another classification, the employee(s) may bump the most junior Part Time employee in that classification and if no Part Time employee then the most junior Full Time employee for which their seniority may permit.

- 25.5** When a Part Time employee becomes a full time employee, their seniority shall be calculated by dividing the total number of compensated hours by eight (**8**) based on an average of forty (**40**) hours per week to determine their classification seniority date.

When a Part Time employee changes classification or status, they will be subject to the provisions as outlined in Article **5.2**.

- 25.6** Vacation pay for Part Time employees shall be paid at a rate of **4%** of gross earnings, payable each pay period.

#### **ARTICLE 26 - DURATION OF AGREEMENT**

- 26.1** This Agreement shall be effective from November **1, 2000** and remain in effect until October **31, 2003**, and thereafter until revised or superseded by a new Agreement. It is further agreed by the parties that it shall be automatically renewed for a similar period and so on upon failure of one of the parties to give a written notice to the other party within a period which shall not be more than ninety (**90**) days, or less than thirty (**30**) days prior to the expiration of the Collective Agreement.

SIGNED IN WINNIPEG, MANITOBA, THIS 13<sup>th</sup> DAY OF February, 2002.



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Dave Leach



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Dale Patterson

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Greg Johnston


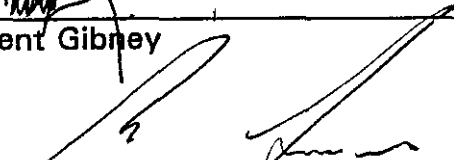


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Arthur Costa

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Brent Gibney

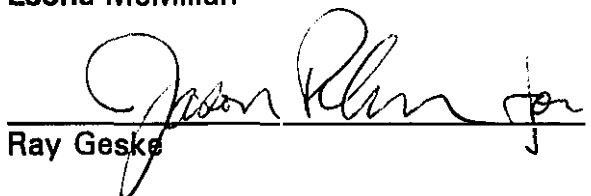


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Leona McMillan

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Mel Levandoski



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Ray Geske

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Ross Swartz

FOR Grey Goose Bus Lines

FOR National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada and Its Local 4210

Letter of Understanding  
Mechanic Trade Certification

Ms. Karen Naylor  
National Representative  
CAW

November 1, 2000

Dear Ms. Naylor:

The Parties hereto agree to mandatory certification as a condition of employment in this classification. As the Government of Manitoba has designed a new trade "Transport Truck and Bus Mechanic" as the certifiable trade for this classification and the Parties have agreed to discuss a re-certification time table when the new standard and regulations are released.

Yours truly,

J.B. Tiernay  
Director of Human Resources

Letter of Understanding  
Annual Vacations

Ms. Karen Naylor  
National Representative  
CAW

November 1, 2000

Dear Ms. Naylor:

The following outlines the understanding of the Parties.

Those employees who are in the employment of the Company as of November 1, 1993 who are currently entitled to or become entitled to five (5) weeks annual vacation, through 19 years of service prior to February 28, 1996, may schedule this vacation in accordance with Article 12 for the duration of this Agreement.

All other employees will be subject to annual vacation entitlement as defined in Article 12.

Yours truly,

J.B. Tiernay  
Director of Human Resources

Letter of Understanding

November 1, 2000

List of Arbitrators

Mr. Dale Patterson  
National Representative, C.A.W.  
October 26, 2000

Dear Mr. Patterson:

The parties of this Agreement agree that the following list of arbitrators will be utilized in any dispute between the parties with respect to this Collective Agreement.

William Hamilton  
Thompson, Dorfman, Sweatman  
2200 - 201 Portage Avenue  
Winnipeg, Manitoba  
R3B 3L3

Diane Jones Q.C.  
Barrister and Solicitor  
191 Harvard Avenue  
Winnipeg, Manitoba  
R3M 0J9

Martin H. Freedman  
Aikins Macaulay & Thorvaldson  
30th Floor  
360 Main Street  
Winnipeg, Manitoba  
R3C 4G1

Appendix 1

This letter is in reference to our discussions concerning Article 11 of the Collective Agreement on Group Pension Plan.

It is agreed that this Plan comes under federal legislation and will be amended to reflect same. The contributions to the Plan shall remain at 2 1/2% of the employee's salary with an equal amount contributed by the employer.