

COLLECTIVE AGREEMENT

BETWEEN:

**LIDLAW TRANSIT LTD.
CORNWALL DIVISION**

AND:

**LOCAL 4355, NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT AND GENERAL WORKERS
UNION (CAW CANADA)**

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Duration of Agreement

July 1, 2005 to June 30th, 2008

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COLLECTIVE AGREEMENT

BETWEEN:

LIDLAW TRANSIT LTD. (CORNWALL DIVISION)
(Hereinafter referred to as the "Company" of the first part)

AND:

Local **4355**, National Automobile, Aerospace, Transport and General Workers Union of Canada
(Hereinafter referred to as the "Union" of the second part)

ARTICLE 1 – PREAMBLE AND PURPOSE

1.1 The Company and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognise the mutual interest of the parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the Union and the Company, to promote efficiency and service, to establish rates of pay, hours of work, safe working conditions and other terms and conditions of employment as set out herein, and to set forth a procedure to be followed by the parties hereto and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise on the administration of the terms of this Agreement.

1.2 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

ARTICLE 2 - RECOGNITION

2.1 The Company recognises LOCAL 4355 National Automobile, Aerospace, Transport and General Workers Union of Canada (CAW Canada) as the sole and exclusive bargaining agent for all employees of Laidlaw Transit Ltd. (Cornwall Division), excluding shop foreman, supervisors, and those above the rank of supervisor, office, clerical, sales staff, safety officers and driver trainers in the township of Cornwall.

2.2 The word "employee" in this Agreement shall name the employee for whom the union is the bargaining agent as set out in Clause 2.1.

2.3 The following articles and any clauses and or sub-clauses contained therein apply solely to the maintenance and garage employees: **13.11, 23, 24, 25, 26, 27, 28, 29** and Schedule C.

2.4 The following articles and any clauses and or sub-clauses contained therein apply solely to the school bus transportation employees: **8, 9, 11, 12**, and Schedules A and B.

2.5 Employee shall mean a person employed by the Company and who is working in a position covered by this Collective Agreement.

a) Full time – means an employee who normally works at least twenty-eight (28) hours per week on a regular A.M. and P.M. school route per workday.

b) Part time – means an employee who normally works less than twenty-eight (28) hours per week on a regular A.M. and P.M. school route per workday.

c) A casual employee is defined as a driver who is not available for an assigned school run or is not waiting for an assigned school run or is not a charter driver.

ARTICLE 3 – UNION SECURITY

3.1 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly union dues, as determined by the Union in accordance with its constitution.

3.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

3.3 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex. On commencing employment, the employee's immediate supervisor shall make every effort to introduce the new employee to his/her local chairperson at the earliest time possible. The local chairperson will provide him/her with a copy of the Collective Agreement. The manager will provide the name, address and telephone number of the new employee to the local chairperson.

3.4 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than the fifteenth (15) of the month following the date in which the deductions are made.

3.5 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for failure to make deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Clause shall terminate at the time it remits the amounts payable to the Union.

3.6 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of the Clause of this Agreement, all parties shall co-operate fully in defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any deduction or deductions from payrolls.

3.7 All employees shall be required to sign an authorisation card (supplied by the Union) for the purpose of becoming a union member and authorising the Company to deduct monthly union dues as a condition of their continued employment with the Company. This clause will become effective June 30, 1988.

3.8 The Company further agrees to supply said Union with name, occupation, phone number and address of each employee covered by this Agreement at the monthly labour management meeting.

3.9 Each new employee when hired by the Company shall be subject to the preceding clauses and shall sign an authorisation card.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Union acknowledges that the Company has all the normal and usual rights of management in running its business in all respects according with its obligations, including the following:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim for an employee that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) generally to manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;
- d) make and alter from time to time regulations and policies that are just and fair. The

Company agrees that it shall provide the Union with a copy of those regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the Union with reasonable advance notice on the establishment of new regulations or policies, or on amendments to current regulations or policies. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any regulation or policy, or any amendment to regulation or policy. The Union shall seek discussion as early as possible so that there will not be any unreasonable delay before regulations or amendments to regulations are implemented.

e) Except in cases of impaired while on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. At any such hearing, an employee shall be entitled to be represented by a representative of the Union. The Company agrees to give one (1) day notice to a member of the union committee in the event it contemplates the dismissal of an employee. Except as noted in Clause 8.8, nothing in this Clause shall, however, deprive an employee of exercising his full rights under the grievance procedure as set out in this Agreement.

f) All Letters of Understanding will be signed by the accredited representative of the Union and the president or designate of Laidlaw Transit Ltd.

4.2 The Company agrees that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership or non membership in the Union or any labour organisation, or by reason of any activity or lack of activity in the Union or any labour organisation.

4.3 The Union agrees that there will be no union meetings of any kind called during normal working hours. The Union or any employees covered by this Agreement shall not engage in union activities during normal working hours.

4.4 An employee may request in writing two (2) times a year to review his own work record on the employer's files. Employees will also be granted this request at the conclusion of any discipline that may occur during their employment.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.1 During the term of this Agreement, the Union agrees that it will not call, authorise, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined in the Canada Labour Code.

5.2 It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive for or on behalf of any company where a strike is in progress. School runs normally operated by Laidlaw may be performed even if there is a strike at a school providing the loading or unloading is arranged adjacent to the school property.

ARTICLE 6 – UNION COMMITTEE

6.1 The Union reserves the right to appoint or otherwise select both a negotiating committee and a grievance committee. The negotiating committee will consist of three (3) members, and the grievance committee will consist of three (3) members, which includes the local chairperson.

6.2 The Company and the Union agree that a labour management committee will be established as soon as possible and schedule monthly meetings for the purpose of discussing matters of mutual concern. Meetings between the Company and the Union committee shall be held at times mutually agreeable to both parties, not normally during working hours. A statement outlining the matters for discussion will be submitted by each party prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union. The Union agrees to reply in writing noting its agreement or pointing out any inaccuracies in the minutes.

6.3 The Union shall notify the Company in writing of the names of its officers, local chairperson, members of its grievance committee and negotiating committee.

6.4 The Company shall notify the union in writing of its officials who have functions under this Agreement and stating their function.

6.5 For the purpose of carrying on administration of this Agreement, a representative of the Union shall have the right to visit the property of the company. The representative obtains the approval of the manager or his nominee before visiting any property of the Company. Consent will not be unreasonably withheld.

6.6 The president and local chairperson of the Union have regular duties to perform on behalf of the Company. They will not absent themselves from their regular duties in order to deal with grievances or other union business, without management consent.

6.7 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner that will permit employees to attend.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

7.1 The parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalised as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the union grievance committee in order to investigate and participate in grievance matters, and the union agrees that the members of its committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the company's operations. The Company agrees that it shall not prevent the committee from properly fulfilling its obligations to investigate and settle grievances.

7.2 An employee, who has completed his probationary period, will not be disciplined or discharged without an investigation, and without just cause.

7.3 Management shall not call in any grievor to discuss the grievance with the employee unless the local chairperson or his designate is present.

7.4 Subject to the terms of this Agreement which relate to the investigation following administration of discipline or the decision of the company to discharge an employee, or an employee who feels he had been unjustly dealt with, the following procedure shall be followed:

Step Number One

The Union, or the employee concerned, may in the presence of a member of the grievance committee, submit a grievance in writing to the Branch Manager within seven (7) working days of his knowledge of the complaint. The Branch Manager shall render his decision in writing within seven (7) working days of receipt of the grievance.

Step Number Two

Failing satisfactory Settlement at Step One, the local chairperson or member of the grievance committee may submit the grievance to the General Manager or his representative within ten (10) working days of receiving a decision under Step One. The General Manager or his representative shall render his decision within ten (10) working days of receipt of the grievance.

Step Number Three

Failing satisfactory settlement, the local chairperson and/or his accredited representative may present the grievance to the Director of Human Resources or his nominee within ten (10) working days after receiving a written decision of the General Manager or his nominee. Following the presentation of this grievance at Step Three, there shall be a meeting arranged between management and the union representatives to endeavour to settle the grievance. This meeting shall take place within ten (10) working days after the grievance has been presented to the Director of Human Resources or his nominee.

When the Branch Manager and the General Manager are the same person, step 2 will be eliminated.

7.5 No matter shall be submitted to a board of arbitration that has not been properly carried through

previous steps of the grievance procedure in accordance with the Agreement.

7.6 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of the Agreement, such grievance must be presented in writing within ten (10) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the local chairperson submitting a statement of the claim to the General Manager or his nominee who shall answer same in writing within seven (7) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, the General Manager or his nominee shall submit a written statement of the grievance to the local chairperson of the Union. He shall answer the grievance in writing within seven (7) working days and if the matter is not settled, there shall be a meeting between the Union grievance committee and management within ten (10) working days after the local chairperson has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

7.7 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognised that when a person involved in a grievance or all members of the grievance committee are not available due to absence away from home, then the parties will co-operate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.

7.8 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

7.9 Either party to this Agreement who violates the time periods as defined in this Article shall be recognised as having yielded and must concede the case to the other party. The parties agree to mutually extend the time limits as set out in the grievance procedure.

7.10 An employee, other than the grievor, who is called upon by the Company to attend hearings etc. shall be paid for all time lost plus expenses agreed upon by an appointed officer of the Company and the authorised representative of the Union.

7.11 An incident record relating to employment will remain in the driver's personnel files unless there has been a two (2) year period where no similar incident has occurred. If no similar incident has occurred within the two (2) year period, the record will be removed from the employee's personnel file. In the case of a preventable accident, the record will remain in the employee's personnel file for a period of two (2) years.

7.12 Disciplinary action, where necessary, will not be unduly delayed.

7.13 When the nature of the alleged offence is one in which dismissal and/or discipline is contemplated, no employee may be held out of service for investigation of any charge against him for a period longer than three (3) working days without the holding of a hearing by the Company concerning such matters, and the employee must be notified at least one (1) working day in advance of such hearing, and the local chairperson shall receive a copy of the notices.

In any interview involving the discipline of a seniority employee, the employee may be accompanied by up to two members of the grievance committee. This Clause shall be applicable to any complaint or accusation that may be detrimental to an employee's advancement or standing with the Company, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

7.14 Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

7.15 Grievances that have been processed according to the grievance procedure, which cannot otherwise be disposed of, between the Company and the Union, shall be arbitrated in the following prescribed procedure.

7.16 A request for the arbitration of a grievance shall be made in writing by one party or the other, and such request shall contain the names of three (3) persons acceptable to the requesting party as arbitrator.

7.17 Ten (10) days after receipt of the request for arbitration, the other party shall select as arbitrator, one (1) of the three (3) persons named in the request, or submit to the requesting party three (3) names of persons acceptable as arbitrator.

7.18 If the parties are unable to agree on the selection of an arbitrator within fourteen days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the parties shall jointly request the Federal Minister of Labour to select an arbitrator, and his decision shall be final.

7.19 Pending the decision of the arbitration procedure there shall be no stoppage of work by the employees.

7.20 The decision of the arbitrator shall be final and binding on the parties.

7.21 If applied for in writing prior to the expiration, the time limits provided herein may be extended by mutual agreement.

7.22 Either party to this Agreement who violates the time periods provided herein or fails to request an extension of the time period as defined in Article 7 will be recognised as having yielded and must concede the case to the other party. The parties to this Agreement agree to mutually extend the time limits as set out in the grievance procedure.

ARTICLE 8 – SENIORITY (SCHOOL BUS DRIVERS)

8.1 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoff, permanent route reduction of the work force, and recall. Seniority shall operate on a bargaining unit wide basis. Work will be awarded on an employee's proximity to the work involved. Work will be awarded to the senior employee within seven (7) kilometres of any portion of the route.

8.2 When two (2) or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:

a) The employee who obtains his class B license first shall have preference on the seniority list.

b) In the event of a dispute, they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the accredited representative of the Union.

8.3 The Company shall maintain seniority lists showing the date upon which each employee's service commenced. An up to date seniority list shall be sent to the Union and posted on a bulletin board on January 1st, and September 1st, of each year. The Company shall supply the Union with an up to date seniority list at the monthly labour management meetings.

Driver Seniority Lists

(a) School Bus Driver seniority list for all drivers except casual drivers.

(b) Charter Drivers

Seniority shall begin the day of licensing.

Casual drivers requesting a full *time* run shall have seniority from the date the driver notifies the Company of such request in writing.

8.4 School Bus Drivers

Progression will be governed by the Company's requirements and by the provisions of Article 11 of this Agreement.

8.5 It is recognised that a period of probation is a period during which the employer has the right to

assess an employee to determine whether such employee is, in the sole opinion of the Company, acceptable for employment. It is therefore recognised and agreed that probationary employees may be released or dismissed in the sole discretion of the Company during the probation period, and that such release or dismissal shall be deemed to be for just cause. A newly hired employee shall be on probation for a period of forty-five (45) worked days within the school year from the date first worked. A newly hired employee on probation shall be paid at the regular rate of pay. After completion of the probationary period, seniority shall be effective from the original date of hire.

8.6 An employee who has resigned from the Company and is subsequently rehired at a later date will have seniority from the date of rehire.

8.7 An employee shall not lose seniority rights if he / she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Company. An employee shall only lose his / her seniority rights in the event of:

(a) He/she works for another employer in the district that creates a conflict with his normal school work.

(b) He/she resigns in writing

(c) He/she is absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the Company, unless such notice was not reasonably possible.

(d) He/ she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of his current address. An employee recalled for casual work or for employment of short duration, at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.

(e) If the employee fails to comply with the terms of a leave of absence granted to him/her.

(9) If he/she is laid off for a period in excess of twelve (12) consecutive months.

8.8 (a) In the event of layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority, such that the most senior employee shall be laid off last and recalled first.

(b) Employees returning to work after regular school breaks shall be reassigned to the routes they previously operated.

8.9 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas break, the school Spring break and the school summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs. It is the responsibility of the employee on layoff during the summer vacation period to notify the Company (by August 1st) of his/her intention to return in September. At that time, the re-opening 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 resignation.

8.10 Prior to the start of the school year, annually, drivers will maintain their previous years school run. Only if the run is altered by greater than 50% of the previous years students, then the run would be posted as per article 8.11 (a). If their run is cancelled, the driver would have an opportunity to select temporarily an open run by seniority as per 8.11(a) of the collective agreement. That run would then be posted effective October 1st as per article 8.12(a) of the collective agreement. If no run is available, they will be allowed to exercise their seniority. In the case where more than one driver is affected by the same route change, the senior driver shall be given first choice of the altered route.

8.11 (a) Any open runs that occur in the month of September will be filled on a temporary basis by a spare driver as per Article 8.1 and then by a casual driver as per Article 8.1 as long as they meet the language requirement.

Effective October 1st of each year, the regular posting procedure as per Article 8.12 will commence for those

open runs.

(b) Should any run be cancelled after the start of the school year a driver shall be allowed to exercise his/her seniority to another run held by the most junior employee. The driver run rate will be the greater of the new run or the cancelled run for the balance of the school year.

(c) Should a recent posting become vacant, the Company shall refer to the original posting for reassignment within thirty (30) days of the original posting.

8.12 (a) All newly acquired runs and open runs shall be posted within five (5) days for a period of five (5) days and awarded in order of seniority.

(b) The Company agrees to post open Saturday runs. The replacement position is to be awarded by seniority.

8.13 (a) Copies of all postings will be forwarded to the local Chairperson after awarding.

(b) Extra work will be assigned to available drivers by seniority. Extra work will be posted and drivers may sign for the extra work in which they are interested. An extra work availability sign up sheet will be posted prior to start up each school year and will be continuous from year to year thereafter. Drivers may add or remove their name from the list at any time, provided they have completed their probationary period, and must do so in writing to the Company. The extra work will consist of:

1. Any non-revenue work will be paid at the special work rate.
2. Temporary replacement of regular drivers who are on approved leave in excess of five (5) working days will be posted for three (3) days.

Note: Any driver who is available to do the AM run should be allowed to do the PM run, regardless of seniority.

(c) In the case of short term book off (less than five (5) days) or late notice book off (less than 24 hours) this work will be assigned by seniority in the following order:

1. Regular drivers providing it would not interfere with their regular assignments.
2. Charter drivers providing it would not interfere with their charter work already assigned and providing they can do the term of the work assigned.
3. New drivers waiting for runs.
4. Casual drivers.

8.14 Any member of Local 4355 who is accepted by the manager for a position in another C.A.W. union organised division of the Company will carry their seniority. The moving member will not be able to displace anyone presently working in the division, but when a job opening is available, the moving employee will stay at the bottom of the seniority list until the following school year. At that time, the member will assume their place on the new division's seniority list providing employment with the Company is continuous.

8.15 An employee transferred or promoted to a position outside the bargaining unit shall retain and continue to accumulate his/her seniority for a period of three (3) months from the first day of transfer. Such employees shall have the right to return to a position in the bargaining unit consistent with his seniority within the three (3) month period providing there is a vacancy. It is clearly understood that such employee shall have no bumping rights. An employee returning to the bargaining unit under this provision must within five (5) working days of his decision to return, notify the Company and the Union in writing of his intent to return. An employee remaining outside the bargaining unit longer than three (3) months shall relinquish all accumulated seniority and shall be removed from the seniority list. This clause does not apply if the person is dismissed for cause during this period.

8.16 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to the

manager stating their desires, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

When a new position is created outside the bargaining unit, the Company shall post notice of position in the Company's offices, locker rooms, **shops** and on all bulletin boards for a minimum of three (3) days, **so** that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.

ARTICLE 9 – HOURS OF WORK (SCHOOL BUS DRIVERS)

9.1 School Bus Transportation Drivers

There shall be a fifteen (15) minute allowance for each of the **A.M.** and **P.M.** runs. This allowance is to compensate the driver for the following:

- (a) Start up time
- (b) Walk around check
- (c) Fuelling
- (d) Sweeping the bus

9.2 School bus drivers shall be paid on the basis of each run being assigned the time from the first pick up of the first school until the last drop off of the last school, plus the allowance provided in **9.1**.

9.3 All route rates will be set at the basic rate at the start of the school year. Time studies will **be** conducted as soon **as** practical after the start of school, but no later than September 30, to establish route rates. Any rate adjustments will be retroactive to the drivers start date on the route.

9.4 Rate adjustments will be confirmed as per Article 22.12.

ARTICLE 10 – PROMOTIONS

10.1 Promotions and transfers outside this bargaining unit shall be made by the senior applicant able to meet **all** requirements **of** the **job**.

ARTICLE 11 – CHARTERS (SCHOOL BUS DRIVERS)

11.1 The Charter Posting will be posted from August 15, 2000 to September 1, 2000 and will **be** continuous from year to year thereafter. Drivers may add or remove their name from the list at any time, provided they have completed their probationary period, and must do **so** in writing to the company. **A** copy of the list shall be given to the local Chairperson **once a** month at labour management meetings.

11.2 The Charter posting will consist of three lists as follows:

List 1. Daytime Local Charters (See attached map – Appendix "A")

List 2. Daytime Out of Town Charters (Charters between 6 a.m. & 6 p.m.)

List 3. Weekends and Evenings (Charters after 6 p.m., including Local and Out of Town)

11.3 **A** summer work posting for July and August will be posted from June 1 to June 15 each year. All summer work will be assigned from this list as detailed in 11.4 below.

a) Summer work sign up, there will be **a** special posting for **all** summer work for July and August only.

11.4 Charters will be assigned by seniority and rotation within each list and category. List 1 in town charters will also be assigned by region. Charters will be assigned in the following order;

- 1. charter drivers by seniority

2. school bus drivers on the charter list
3. casual drivers

11.5 Local charters will be assigned 24 hours in advance and out of town charters will be assigned 48 hours in advance. Charters booked at less than the above notice times will be assigned by two-way radio or by the most efficient way. Seniority will be recognized where possible. A driver will be permitted to refuse a last minute assignment without penalty, If a driver accepts such work, the Company will note that a charter has been assigned to that driver on the charter roster list.

11.6 Drivers will be contacted by two-way radio on their AM route and will have until 11:00 a.m. of that day to respond. Failure to respond will result in that driver's name being skipped but remain in the rotation order for the next assignment.

11.7 Charter Drivers will not be assigned to scheduled programs.

11.8 Drivers refusing four (4) consecutive assignments in any one category will have their name removed from that category for the balance of the school year.

11.9 a) The Company will determine the number of full time charter driver positions. The number will depend on the estimated business and past experience.

b) The following runs, replacement drivers are to be selected from Charter List #1 (day time local charters) for late runs, co-op runs and noon hour runs.

The following runs, replacement drivers are to be selected from Charter List #3 (weekends and evenings) for Saturday line runs and Sunday runs.

11.10 New charter driver positions and vacancies will be posted for five (5) days. Applicants will be selected according to seniority and qualifications.

11.11 (a) Drivers requested to stand by or called in for charters which are subsequently cancelled who receive less than two (2) hours notice of the cancellation will receive payment for two (2) hours at the charter rate of pay.

(b) A driver who is scheduled for a charter which was for eight (8) hours or more, which is subsequently cancelled without at least a minimum of two (2) hours notice before they leave home, will receive three (3) hours at the charter rate of pay.

(c) If the customer reschedules a charter, it will remain assigned to the original driver. If the driver is not available they will resume their place in the rotation according to seniority with no wage payment, or they can accept the cancellation payment and move to the bottom of the rotation.

11.12 Overnight charters shall pay the actual driving time for the beginning and ending day of an overnight trip, and shall pay eight (8) hours at the charter rate for all lay over days. Driving time on lay over days in excess of eight (8) hours shall be compensated at the regular charter rate.

11.13 The Company agrees that when drivers are on trips requiring hotel accommodation, they shall be provided with single beds, and there may be two (2) drivers of the same sex in a room where two (2) beds are provided.

11.14 Late bus runs will be awarded in order of seniority by region.

11.15 Scheduled special program (e.g. bowling, swimming) shall be considered as school to school runs and paid a minimum of two (2) hours at the charter rate.

A scheduled late run, home economics run, line and church runs being cancelled and twenty-four (24) hours notice of cancellation not being provided to the driver, the driver will receive one (1) hour at the charter rate of pay.

11.16 Drivers on out of town charters shall be paid a meal allowance for 6 hours or more:

\$6.00 for breakfast

\$12.00 for lunch

\$25.00 for dinner

Anytime a meal allowance is claimed by a driver, the Company shall deem a one half (1/2) hour unpaid break occurred per meal that will be deducted from the time submitted *for* payment.

11.17 All charter work assignments and charter refusal/acceptance list will be made available to the Union Executive every second Tuesday for the previous two (2) weeks. The Union Executive will be able to photocopy the above mentioned in the office.

11.18 If a charter is going to interfere with the normal school runs, seniority will not govern the allocation of the charter.

ARTICLE 12 – SERVICING COMPANY VEHICLES (SCHOOL BUS DRIVERS)

12.1 When an employee is requested by the maintenance department to bring his vehicle to the garage for servicing, the employee will be paid the special work rate for all waiting time and travelling time (in and out) at the garage in excess of fifteen (15) minutes. Twenty-four (24) hours notice will be given to the driver when possible.

ARTICLE 13 – PAID HOLIDAYS & VACATION PAY

13.1 Part time employees to be paid eight (8) general holidays per year: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Christmas Day and Boxing Day. Full time employees in addition will be paid for Civic Holiday and Labour Day (ten (10) days total).

13.2 If an employee is required to work on any of the general holidays listed in Article 13.1, he/ she shall be paid time and one half (1.5) the time actually worked, or an alternate day will be selected by mutual agreement to replace this holiday.

13.3 General holiday pay shall be calculated as per Canada Labour Code.

13.4 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.

13.5 Employees who have maintained an employment relationship with the Company of one (1) year shall receive a vacation of two (2) weeks and they shall receive for vacation pay an amount equal to two (2) weeks basic pay at straight time or four percent (4.0%) of the pay received for all work performed in the working year whichever is greater.

13.6 Employees who have maintained a continuous employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six percent (6.0%) of earnings in the previous year.

13.7 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight percent (8.0%) of earnings in the previous year. The above vacation schedule shall be subject to the provisions of the Federal Labour Code, whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with the Code whenever it applies notwithstanding the terms outlined above.

13.8 Bus drivers will be paid their vacation pay on the last pay period in November.

13.9 Maintenance Vacations

(a) Employees shall submit their vacation request(s) for the upcoming vacation year (June 1st to May 31st) by March 1st of that year. The Company will review such requests and, taking into consideration

operational requirements, will provide confirmation of such requests to the employees by March 31st. Where there is a competing request, the Company will attempt to resolve this in favour of the more senior employee, provided that this does not cause operational difficulties. The Company will inform the union of such conflicts and, should the more senior employee not receive his requested vacation time, provide an explanation for the decision.

(b) Unless mutually agreed, employees who do not apply for vacation prior to the first of March shall be required to take their vacation at a time prescribed by the Company, except in cases of illness or a leave of absence.

(c) Maintenance employees will follow the vacation entitlement schedule as established in Article 13 of this agreement. Provided that the employee is taking vacation in time periods of or greater than one week, the vacation pay for that period of time will be paid to the employee prior to the taking of vacation. For periods less than one (1) week, the employee's pay will continue as per a normal pay period.

ARTICLE 14 – LEAVE OF ABSENCE

14.1 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.

14.2 Upon written request of the Union and/or local chairperson, employees delegated and attending general business of the union shall be granted leave of absence without pay for that purpose. The Union and/or local chairperson will give as much advance notice as possible prior to the effective date of the requested leave of absence. A maximum of three (3) drivers shall be granted leave of absence without pay at any one time unless a specific arrangement has been made between the local Chairperson and division manager.

14.3 The name of the employee who is on authorised leave of absence shall be retained on the seniority list.

14.4 An employee shall resume his former run on return from leave of absence, unless the employee has varied the time specified for the leave of absence. In this case, the employee shall resume work at the earliest possible date following receipt of return notification by the manager. If the leave of absence is for reasons other than illness, the employee shall resume his duties at a time specified by the Company. The Company may grant a leave of absence without pay to an employee for legitimate reasons and the request for the leave and granting of the leave shall be in writing.

14.5 An employee, who because of non occupational illness or injury requires absence from work, shall furnish evidence to the manager of such illness or injury. The employee shall furnish supplementary medical evidence of disability from time to time, as requested by the employer. Failure or refusal to furnish such evidence of disability, or failure to attend a medical examination, will be deemed to be just cause for the termination of the employee's employment and seniority. Before any employee on disability may return to work, he must satisfy the Company that he is able to perform the work required.

14.6 Leave of Absence will not be granted to an employee to pursue other employment.

14.7 The granting of a leave of absence will be based upon the ability of the Company to cover regular scheduled work.

ARTICLE 15 – PAID JURY OR COURT WITNESS DUTY LEAVE

15.1 The Company shall grant leave of absence without loss of seniority rights to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay at straight time.

ARTICLE 16 – SAFETY AND HEALTH

16.1 The Company agrees to maintain proper safety and health conditions for employees throughout the buildings, vehicles or their places of work. It is equally recognised 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.

16.2 The Company further agrees to the establishment of a joint health and safety committee according to the provisions of the Federal Occupational Health and Safety Act, as amended from time to time. The duties of the committee will include making recommendations for the improvement of safety in the work place 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 Cornwall division and confirming as to whether these accidents are preventable or non-preventable. A copy of the preceding Health and Safety meeting shall be given to the committee at least forty-eight (48) hours in advance.

16.3 (a) The committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than seven (7) times in a calendar year.

(b) Cancellation by the company of the Health and Safety meeting without two (2) hours notice will be paid one (1) hour at the special work rate.

16.4 The employees agree to abide by the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules unless he has been supplied with a copy of the rule. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the company's operation.

16.5 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident or citation involving a company vehicle. It is also understood that the employee must complete a written report with the company within twenty-four (24) hours of the occurrence.

16.6 An employee will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses.

16.7 The company will contribute \$55.00 to the cost of a medical, for the renewal of Class "B" licenses.

16.8 It shall be the duty of an employee to report promptly in writing to the company all defects in equipment. In the event that any employee detects any unsafe conditions of the vehicle that he is to operate, it shall be the company's responsibility to have the vehicle repaired.

16.9 Permission to park a company vehicle at an employee's residence will be at the sole discretion of the company. This permission will not be unreasonably withheld provided that,

- (a) there is a safe and legal parking location
- (b) there is no cost to the company
- (c) total dead head is not greater than if the route were operated from the company depot

This permission will be reviewed when the route operated changes.

Parking arrangements agreed to prior to January 1, 2000 will remain in effect unless the employee changes routes,

16.10 As a matter of practice, a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he leaves in order to have its engine warmed up during periods of extreme cold.

16.11 Drivers are expected and required to engage in a daily circle check of their vehicle (note defects and sign their log book) prior to leaving on runs. It is further agreed that drivers will co-operate with Ministry of Transportation of Ontario officials if requested to submit to a CVOR inspection. The inspection report will be submitted to the office as soon as possible after the inspection.

16.12 Company scheduled school bus safety evacuation exercises and all safety programs will be offered first to the drivers serving the school by seniority, then to the other drivers by seniority from the extra work list for the driving part of the session and will be paid at the special work rate. The person doing the presentation

will be selected from the posted list, by seniority, and will be paid 1x charter rate.

16.13 Category 1 Accidents

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

ARTICLE 17 - TRAINING AND SEMINARS

17.1 Training During Normal Working Hours

An employee required by the Company to take training during his normal working hours will be paid his regular rate of pay while in training. Training provided by the Company to preventable accident involved drivers will not be compensated.

Training to correct deficiencies in performance as noted on a driver's annual route evaluation will not be compensated.

Training Outside Normal Working Hours

An employee required by the Company to take training outside his normal working hours will be compensated at his regular rate of pay while in training.

Voluntary Training

Where the Company provides training facilities on a voluntary basis, an employee taking advantage of such training will not be compensated.

Safety Workshops

As required by the Company, all drivers must attend a minimum number of Safety Workshops annually. These will be paid at the special work rate per hour for the time spent at the workshop. There shall be a minimum of one (1) hour paid for these workshops.

ARTICLE 18 - CORRESPONDENCE

18.1 Each employee shall keep the office informed of his current address and telephone number.

18.2 All communications between the parties shall be addressed to:

- (a) Manager and president or designate Laidlaw Transit Ltd.
- (b) President or designate and local Chairperson of C.A.W. at the last known address in the union.
- (c) Copy to regional office of the Union.

ARTICLE 19 - BULLETIN BOARDS

19.1 Bulletin boards shall be maintained by the Company for the use of the Union for calling of meetings and the posting of notices relative to the Collective Agreement. The manager shall receive a copy of the notice.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 The Company agrees that in the event of a bereavement in an employee's immediate family

(meaning spouse, son/daughter, step children living in the same residence, parent, sister/brother, mother/father-in-law, current sister/brother-in-law, grandparents and grandchildren), if the employee attends the funeral, to allow the employee such time off as necessary up to a maximum of three (3) days, and to pay for the days which the employee would have otherwise worked at his regular rate of pay. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of pay. Employees will be granted one (1) day bereavement leave with pay on the death of grandparents-in-law.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with, or supported by the employee, provided that if there is no legally married spouse, it means the person that qualified as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

ARTICLE 21 - HEALTH AND WELFARE

21.1 A part time employee under this Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week. Therefore, any employee who normally works more than twenty-eight (28) hours per week shall be classified as full time employee. Part time employees under this Agreement do not participate in any of the benefit packages included in this Agreement.

21.2 All full time employees with ninety (90) calendar days service with the company will be provided with the following insurance benefits, and the Company will bear ninety percent (90%) of the cost of same:

Life Insurance		- \$25,000.00
Accident, Death & Dismemberment		- \$25,000.00
Weekly Indemnity:	First Day	- Accident
	Eighth Day	- Sickness
	Maximum	- Fifteen Weeks

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

ARTICLE 22 - GENERAL

22.1 Employees of the Company not covered by this Collective Agreement shall not perform any scheduled work such as charters or school runs except in cases of emergency.

22.2 It is a condition of employment for a driver that he/she holds the necessary Ontario Drivers License to perform his normal duties. Cancellation and/or inability to maintain the required drivers' license will result in termination.

It is the driver's responsibility to advise the Company in writing, of any change in the status of his/her license. Any change is to include any Highway Traffic Act citations and accumulation of demerit points.

22.3 No person shall act as a local chairperson or negotiator who has not successfully completed his probationary period.

22.4 Service Letters- The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice, shall be paid in the next regularly scheduled pay period.

22.5 Telephone calls - If it becomes necessary for a driver to call the office when he is on charters, highway runs, etc., he shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule shall be extended. Receipt of amount to be reimbursed must be provided prior to payment. The Company will not reimburse employees using their personal cell phones.

22.6 Notification Stubs – Pay stubs shall be placed in sealed envelopes. Drivers pay stubs will normally

be available for 4:00 p.m. on Thursday, except when the pay date falls in the week of a statutory holiday, pay-day will be Friday.

22.7 In the event an employee is short paid by an amount equal to \$25.00 or more, a cheque shall be issued within twenty-four (24) hours after the Company is advised of the error. If the pay error is less than \$25.00, the adjustment will be made at the next regular pay period.

22.8 Any driver assisting another driver because of breakdown shall be paid the percentage of the run covered. This assignment shall be called by radio and will be offered to the available driver that is closest to the location when possible.

22.9 (a) Regular drivers will be paid their regular route rate to a maximum of four (4) days on which they are prevented from working due to a cancellation of school bussing by the customer due to inclement winter weather. Thereafter they shall receive a percentage of the regular school rate based on the percentage the Company receives from the customer.

Payments as set out above are conditioned upon the Company receiving revenue from the customer. Consequently the driver will not receive any payment from the Company for days of closure not compensated by the customer. This will apply for each winter season during the life of this Collective Agreement.

(b) Delays from breakdowns, weather conditions or regulatory (CVOR) inspections shall be paid at the special work rate for time in excess of the time specified for school runs in Schedule A.

(c) Time spent for special student pick up due to missed bus shall be paid the special work rate for time in excess of the regular run time. This provision shall not apply to a driver who has not maintained the posted route schedule time.

(d) Management requests or assignments that are non-revenue driving shall be paid the special work rate.

22.10 The Company agrees to pay into a special fund a lump sum payment of three hundred dollars (\$300.00) per year of the collective agreement for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid every July into a trust fund established by the National Union, CAW, and sent by the Company to the following address:

CAW Leadership Training Fund
CAW Canada PEL Training Fund
205 Placer Court
Toronto, Ontario M2H 3H9

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

22.11 a) The Company will pay 50% of the cost of a nylon jacket. Labour Management Committee and the Company will select jacket, which may be replaced every two (2) years.

22.11 b) The company will provide raincoats to permanent wheelchair drivers.

22.12 Drivers will be paid one (1) hour for each contract at the Special Work Rate for completing student lists once per year. The run rate established as a result of the contract will be effective October 31 of each year.

22.13 When the Company decided to combine any work, excluding school runs, the work available will be offered to the senior driver affected and available to do the work.

22.14 When any work, excluding school runs, is cancelled, the driver scheduled to perform the work will be allowed to exercise his seniority for the day in question and displace the junior driver, excluding school runs.

22.15 At the Company's request, drivers calling students or doing a dry run at the beginning of the school period will be paid a regular route rate for each occurrence. This rate includes a.m. and p.m. runs.

ARTICLE 23 - SENIORITY (MAINTENANCE)

23.1 For the purpose of seniority, employees covered by this Agreement shall form one **(1)** seniority group with a seniority list for the garage location.

Employees having ninety (90) days of actual work or less will be considered as on probation and if found unsuitable, will not be retained in the service of the Company.

23.2 (a) The seniority lists shall be posted on the Union notice boards in January of each year. The seniority lists shall show the date upon which each employee's service and classification commenced. The name of the employee shall be placed on the seniority lists within fifteen (15) days after commencing work in a position covered by this Agreement. A copy of the seniority lists shall be furnished to the Local Chairperson of the Union. The seniority lists shall be amended to include new and terminated employees in April and October of each year. These amendments do not constitute an official seniority list.

(b) A seniority status that has remained unchanged for three (3) consecutive postings shall be considered as permanently correct. However, protests with regard to seniority standing of an employee within the above mentioned time period must be submitted in writing within ninety (90) calendar days from the date seniority lists are posted. When an employee or his representative presents proof of error, such error shall be corrected, and, when so corrected, the seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless concurred in writing by the Branch Manager and Human Resources Director and the Accredited Representative of the Union.

NOTE: January shall be considered as the only official annual posting of the seniority lists. A seniority status that has remained unchanged for three (3) consecutive postings shall be considered permanently correct.

(c) When two (2) or more employees begin work on the same date, seniority will be determined by lot.

23.3 The Local Representative and the Company shall correct errors made to the seniority lists during compilation within ninety (90) calendar days after the date of posting. The company and the Accredited Representative shall correct any errors reported after the ninety (90) days where the change is supported by the recorded evidence.

ARTICLE 24 - REDUCTION AND RECALL (MAINTENANCE)

24.1 When reducing work, the junior employee in the affected classification shall be laid off first and additional employees, if required, shall be laid off in reverse seniority.

24.2 The displaced employee may exercise his seniority in another maintenance/service classification other than his own and thereby displace that junior employee, provided he has sufficient qualifications, skill and ability to perform the work. Failing this, he is to be laid off.

24.3 To be eligible for recall, a laid off employee must keep the Company informed of his current address and telephone number.

24.4 A laid off employee who fails to report for duty after receiving notification by registered letter, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

ARTICLE 25 - SERVICE CALLS (MAINTENANCE)

25.1 Except in an emergency, where two people are required to service a mechanical breakdown of

buses within a thirty (30) KM radius, the work shall be performed by any two of the following: a licensed mechanic, a Maintenance helper or the shop foreman.

25.2 The Company agrees to provide a cold weather coat to each mechanic, with the replacement thereof subject to Company approval and return of the worn out coat, to a maximum of once per calendar year. These coats are for wear during working hours and are to remain at the shop except for cleaning purposes, The Company agrees to provide gloves to mechanics.

25.3 Employees on a service call after their regular hours of work will be paid at time and one half (**1 ½**) their hourly rate, with a minimum of one (1) hour if continuous with their assignment, or a minimum of three (3) hours rate of pay if not continuous with their assignment.

ARTICLE 26 – BULLETINING AND FILLING POSITIONS (MAINTENANCE)

26.1 When a new position or classification is created or a vacancy occurs of greater than fifteen (**15**) working days, the position shall be posted for a period of seven (**7**) working days and shall be open to all employees in their seniority group. A position or vacancy of less than fifteen (**15**) working days shall be filled without the necessity of a bulletin. The temporary job rate shall be the rate for the position as per Schedule C.

26.2 Copies of all bulletins, a list of the applicants and the name of the successful applicant shall be furnished to the local chairperson.

26.3 Employees desiring such positions shall, within seven (**7**) working days, sign their name on the posted bulletin during their assigned hours. The name of the successful applicant shall be posted within seven (**7**) working days.

26.4 The successful candidate will be selected on the basis of skills, abilities and qualifications. Where these are relatively **equal**, seniority will govern.

26.5 Secondary vacancies created as a result of a primary job bulletin shall not be posted but shall be offered verbally to all qualified employees in the seniority group and, where qualifications are relatively equal, to the senior employee. These positions shall be offered in the presence of the Local Chairperson for the garage.

26.6 The Company reserves the right to determine when a lead hand is required, and to appoint such a lead hand. Lead hands may be appointed on a per diem basis, as per operational requirements.

ARTICLE 27 - HOURS OF WORK AND MEAL PERIODS (MAINTENANCE)

27.1 All shop employees are expected to be ready at their work-station to commence work at the beginning of each work period.

27.2 Employees shall be assigned up to eight (8) consecutive hours per day, exclusive of meal periods, for **up** to five (**5**) days per week. This shall not be construed to be a guarantee of hours.

27.3 All employees shall receive a one (**1**) hour unpaid meal period.

27.4 All employees shall be granted *two* (**2**) paid rest periods of fifteen (15) minutes each, one in the first half ($\frac{1}{2}$) and one (1) in the second half ($\frac{1}{2}$) of his assignment, unless otherwise agreed to by the Union and the Company.

27.5 Employees are entitled to two (2) days of **rest** in a seven (**7**) day period. Wherever practicable, the company will assign those days consecutively, with Sunday as one of these days of rest. The current practice of Saturday and Sunday will be maintained. The Company agrees to discuss with the Union any changes to the currently assigned days of rest.

ARTICLE 28 – BENEFITS (MAINTENANCE)

28.1 Health and Benefits Plan

The Health and *Benefits* Plan currently in place for the mechanics will continue as per the Plan, subject to mutual agreement between the parties to the contrary. It is further understood that this plan is valid and in force only for the duration of this Collective Agreement.

28.2 Retirement Savings Plan

The pension plan known as the *Laidlaw Group Retirement Savings Plan* shall continue to be made available to eligible maintenance employees, in its current state. It is understood and agreed that this plan is not negotiable. A copy of the plan literature will be made available to current participants.

ARTICLE 29 – MISCELLANEOUS (MAINTENANCE EMPLOYEES)

29.1 Locker and Washroom Facilities

Adequate locker and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Company.

29.2 Tool Allowance and Insurance

The Company agrees to provide a tool allowance for Licensed Mechanics to the amount of two hundred and sixty (\$260.00) dollars per year, payable on the first pay in December. This allowance is to be used to purchase tools required to perform work on company vehicles and these tools are expected to be available during working hours. The company will provide at its discretion, some Company owned tools for use by the mechanics, including power tools with half inch drive or greater.

The Company agrees to provide tool insurance for Licensed Mechanics. This coverage is on premise coverage only and is "all risk" of direct physical loss or damage. Tools will be insured in accordance with the Laidlaw Tool Insurance policy and any maximum coverage amounts set out therein. Losses exceeding this amount will be the responsibility of the mechanic. Reimbursement of tools covered by this Tool Policy including, but not limited to, the completion of the annual tool inventory. The Company will furnish to maintenance employees a current insurance policy summary.

29.3 Safety Boots

An allowance of up to one hundred twenty five dollars (\$125.00) will be paid to mechanics on the first pay of December, for the purpose of purchasing either company approved work boots or company approved rubber boots. The boot allowance will be prorated for time worked during the current year.

29.4 Coveralls

The Company will provide coveralls to maintenance employees, with the coveralls being of a type and at a frequency determined by the Company.

ARTICLE 30 - DURATION OF AGREEMENT

30.1 The duration of this Agreement shall be from July 1, 2005 up to and including June 30th, 2008.

Dated at Cornwall, Ontario the 11 day of Sept., 2006.

FOR:

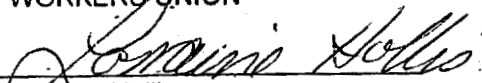
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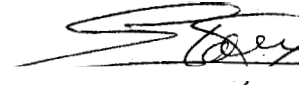
LAIDLAW TRANSIT LTD.

NATIONAL AUTOMOBILE,

CORNWALL DIVISION
WORKERS UNION

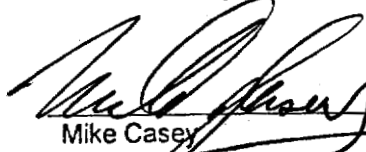
AEROSPACE, TRANSPORT AND GENERAL



Lorraine Hollis


Ed Torre

Branch Manager, Cornwall

National Representative, CAW



Mike Casey


Jack Christie

General Manager

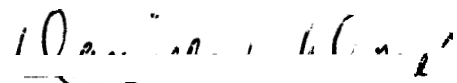
resident, Local 4355


Walt Bordin



Frank Thompson

Director, Human Resources

Committee Member


Danielle Dore

Committee Member


Lee Barcier

Shop Representative

SCHEDULE "A": Drivers' Rates

March 2, 2006				
SCHEDULE "A"				
CORNWALL WAGE CHART				
		Year 1 4.0% July 1, 2005	Year 2 2.5% July 1, 2006	Year 3 2.5% July 1, 2007
MINUTES				
1	60	\$17.48	\$17.92	\$18.37
61	75	\$18.46	\$18.92	\$19.39
76	90	\$18.93	\$19.40	\$19.89
91	105	\$20.08	\$20.58	\$21.10
106	120	\$21.10	\$21.63	\$22.17
121	135	\$22.68	\$23.25	\$23.83
136	150	\$24.26	\$24.87	\$25.49
151	165	\$25.85	\$26.50	\$27.16
166	180	\$31.66	\$32.45	\$33.26

Special Work Rate

	On ratification	July 1, 2006	July 1, 2007
Per hour	\$8.16	\$8.32	\$8.49

Charter Zone Wage Rate

Zone 1 – min. 2 hours

Zone 2 – min. 3 hours

Greater than Zone 2 – min. 4 hours

Charter Rate

	On ratification	July 1, 2006	July 1, 2007
Per hour	\$10.75	\$11.00	\$11.25

Hydro Allowance

For the period November 15th to March 15th payable in April of each year, \$19.00 per month (i.e. 30 day period). Power extension cords must be returned to the Company and will be signed out for each year.

SCHEDULE B: REGIONS OF OPERATION SCHEDULE B

REGIONS OF OPERATION- SCHOOL SERVED

City of Cornwall	- REGION 1
Township of Stormont	- REGION 2
Township of Glengarry	- REGION 3
Township of Dundas	- REGION 4

The REGION OF **OPERATION** is defined by the location of the school being served.

i.e. **All** routes servicing schools in the City of Cornwall will be considered REGION 1

All routes servicing schools in the Township of Stormont will be considered REGION 2

All routes servicing schools in the Township of Glengarry will be considered REGION 3

All routes servicing schools in the Township of Dundas will be considered REGION 4

Should a route service schools in more than one region, the Region of Operation will be determined by the last school served on the **A.M.** route.

EXAMPLE 1

A route cancellation in REGION 3 will allow a driver to exercise his seniority on the most junior driver's route in REGION 3 (immediate region), REGION 2 (adjacent region), REGION 1 (adjacent region).

EXAMPLE 2

A route cancellation in REGION 1 will allow a driver to exercise his seniority on the most junior driver's route in REGION 1 (immediate region), REGION 2 (adjacent region), REGION 3 (adjacent region).

SCHEDULE C: MAINTENANCE EMPLOYEES' RATES

Classification	July 1 st , 2005	July 1, 2006	July 1, 2007
Class A Mechanic	\$19.48	\$19.97	\$20.47
Maintenance Helper	\$10.76	\$11.03	\$11.31
Lead Hand Premium - on ratification	\$2.00/hour	\$0.50/hour	\$0.50/hour
Sick Days – Mechanics	In lieu of sick days, allow Mechanics to bank overtime at time and a half.		
Bus Washer	\$9.00	\$9.35	\$9.70

