

COLLECTIVE AGREEMENT

Between

**FIRST STUDENT CANADA
(KINGSTON BRANCH)**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 4266**



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COLLECTIVE AGREEMENT

between

FIRST STUDENT CANADA (KINGSTON BRANCH)

(Hereinafter referred to as the "Company")

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 4266

(Hereinafter referred to as the "Union")

ARTICLE 1: PREAMBLE AND PURPOSE

- 1.01 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony. To recognize mutual interests 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. 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 that may arise on the administration of the terms of this Agreement.

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the National Automobile, Aerospace, Transportation & General Workers as the sole and exclusive bargaining agent for all employees of First Student Canada [Kingston Branch], save and except Foreman, Manager, persons above the rank of Manager, Office and Maintenance Staff and full time Safety Officers and Driver Trainers.
- 2.02 The word "employee" in this Agreement shall mean the employee for whom the Union is the bargaining agent as set out in clause 2.01.

2.03 Employees in the bargaining unit shall perform bargaining unit work, except in the case of emergency.

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

ARTICLE 3: UNION SECURITY

3.01 All employees covered by this Agreement will have deducted bi-weekly from their pay, the amount of monthly Union dues, as determined by the Union in accordance with its constitution.

3.02 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, except to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

3.03 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.

The employer shall require employees to sign membership cards and forward such cards to the Unit Chairperson.

3.04 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 [15th] of the month following the date in which the deductions are made.

3.05 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 remittance.

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 Article shall terminate at the time it remits the amounts payable to the Union.

3.06 All employees as a condition of employment shall sign a membership card upon completion of probation.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 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 obligation, including the following:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, promote, 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 **and** in accordance with its obligations, subject to the provisions of the Agreement;
- (d) make and alter from time to time rules, regulations and policies that are just and fair. The Company agrees that it shall provide the Local Chairperson with a copy of those rules, regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the Local Chairperson with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Local Chairperson will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to rule. The Local Chairperson shall seek discussion as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.
- (e) **Employees who have three [3] "at fault" vehicle accidents in any twenty-four [24] month period may be terminated.**
- (f) except in cases of an employee, who has consumed alcohol within [8] eight hours prior to driving, or proven dishonesty, the Company agrees that no employee shall be dismissed by the Company 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 prior notice to a member of the Union Committee in the event it contemplates the dismissal of an employee. Nothing in this Article shall, however, deprive an employee of exercising his full rights under the grievance procedure as set out in this Agreement;

- (g) When the nature of the alleged offence is one in which dismissal is contemplated, an employee may be held out of service for investigation of any charge against him / her for a period no 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 also be advised one [1] day in advance of the hearing.
- ~~(g) When any letter relating to an employee's conduct is placed on his / her work record, the employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his / her work record;~~
- ~~(h) The record of any employee for disciplinary action shall not be used against him / her at any time after twenty-four [24] months;~~
- (i)(g) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

- 4.02 The Employer 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 organization, or by reason of any activity or lack of activity in the Union or any labour organization.
- 4.03 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.
- 4.04 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. The Company shall announce the meeting on the radio twice on that day.
- 4.05 An employee may request in writing twice in any calendar 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. Such review **request** will be accommodated **within three business days of receipt of the written request** at the ~~earliest convenience~~. A copy of any entry that relates to an employee's conduct shall be sent to the employee at the time any entry or document is placed in the file.

- 4.06 All letters of intent or letters of understanding, along with working practices shall require the signature of the **Unit Chair ~~President of the Local Union Business Agent~~** and the Director of Human Resources for the Company in order to be binding in any way upon the Parties.

ARTICLE 5: NO STRIKES OR LOCK-OUTS

- 5.01 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and Lockout as defined in the Canada Labour Code.
- 5.02 It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive for or on behalf of any company where a strike is in progress.

ARTICLE 6: UNION COMMITTEE AND STEWARD

- 6.01 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a Grievance Committee and the Company undertakes to recognize and deal with both of these committees. The Company will recognize three (3) stewards one (1) of whom shall be the unit chairperson, shall form both the grievance and negotiating committee.
- 6.02 The Company and the Union agree that a labour – management committee will be established as soon as possible and scheduled for monthly meetings for the purpose of discussing the matters of mutual concern. Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both Parties. A statement outlining the matters for discussion will be submitted by each Party not less than two days prior to the time of the scheduled meeting. The Company shall forward, within fourteen [14] days, a copy of the minutes of the meetings to the **Unit Chair and a copy to the Local President** ~~Union by and a copy to the Business Agent~~. The Union agrees to reply in writing within seven [7] days, noting its agreement or pointing out any inaccuracies in the minutes and they shall be part of the next agenda.
- 6.03 The Parties agree that Management and the Union Committee in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.
- 6.04 The Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.

- 6.05 The Union shall notify the employer in writing of the names of its officers, Unit Chairperson, Union Committeepersons dealing with the Company. The employer shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.
- 6.06 The President of the Union, Unit Chairperson and Unit Committeepersons have regular duties to perform on behalf of the Employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union business, without Management consent; however, consent will not unreasonably be withheld.
- 6.07 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union and Local Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative shall obtain the consent and approval of the Manager or his nominee before visiting any property of the Company, which consent will not be unreasonably withheld.

ARTICLE 7: GRIEVANCE

- 7.01 The Parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration, application or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance Procedure. It is understood that 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.
- 7.02 (a) 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 that he had been unjustly dealt with, the following procedure shall be followed:
- (b) Before a complaint is lodged in writing, the employee shall discuss the matter with the Manager or designate as a means of settlement.**
- STEP 1 The grievance shall be in writing, copy of which shall be given to the Manager and to the employee's Steward. The grievance must be presented to the Manager within seven [7] working days after the

occurrence of the matter complained of and the Manager shall answer the grievance presented to him, in writing, within seven [7] working days after he has received it. The grievance must be in a legible form and signed by the employee.

STEP 2 If the matter has not been settled, the Unit Chairperson or his designate of the employee involved may, within ten (10) working days after receiving the written answer from the Manager, present the grievance in writing to the General Manager or his nominee, who shall render his decision in writing within ten (10) working days after receiving it.

STEP 3 If the matter is not settled at Step 2, the Unit Chairperson and/or his designate may, within ten (10) working days after receiving a written decision at Step 2 present the grievance to the Director of Labour or his nominee. At the request of either party a meeting between Management and the Unit Chairperson or designate, Local President and/or National Representative will take place within ten (10) working days after the grievance has been presented at Step 3. In the cases of Policy Grievance and / or unusual circumstances, the provisions of this clause may be extended.

7.03 In the event of either the Company or the Union wishing to present a policy/**group** grievance alleging the violation of this Agreement, such grievance must be presented in writing within seven [7] working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Unit Chairperson or designate submitting a statement of the claim to the Vice President or his nominee who shall answer same in writing within five (5) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company file such a grievance, it shall be done by the Vice President or his nominee submitting a written statement of the grievance to the Unit Chairperson or designate of the Union. He shall answer the grievance in writing within five (5) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven [7] working days after the Unit Chairperson or designate has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

7.04 All time limits specified herein for the grievance or arbitration procedure may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, 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.

- 7.05 Other than the initiation of a grievance; when either party violates the time limits then the grievance will proceed to the next step. The Union will advise the Company in writing within seven (7) working days when a grievance is dropped.
- 7.06 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.
- 7.07 Management shall not call in any grievor to discuss the grievance with the employee unless the Unit Chairperson or his designate is present.

Discipline

- 7.08 Disciplinary action where necessary, will not be unduly delayed.
- 7.09 In any interview involving the discipline of an employee, the employee **will** ~~may~~ be accompanied by up to two [2] members of the Grievance Committee ~~at the employees discretion~~. When the nature of the alleged offence is one in which dismissal or discipline is contemplated, no employee may be held out of service for investigation of any charge against him / her for a period longer than three [3] working days without the holding of a hearing by the Company concerning such matters. The employee must be notified at least one [1] working day in advance of such hearing, in writing, with a copy to the Local Chairperson, also one working day in advance.
- 7.10 ~~A copy of a~~ Any **disciplinary** entry or document, which is placed in the employee's file, shall be sent to the employee **and copied to the Union Local**.
- 7.11 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within ten [10] calendar days of the date the employee is notified of the discipline.
- 7.12 (a) ~~The record of any employee for disciplinary action shall not be used against him / her at any time after twenty-four [24] months; (Union Proposal Remains Active)~~
- An incident record relating to employment shall remain in the employees' personnel file unless there has been an eighteen (18) month period where no similar incident has occurred. If no similar incident has occurred, within the eighteen (18) month period, the record will be removed from the employees' file.**
- (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

~~(c) When the nature of the alleged offence is one in which dismissal is contemplated, an employee may be held out of service for investigation of any charge against him / her for a period no 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 also be advised one [1] day in advance of the hearing.~~

(c)(d) except in cases of an employee, who has consumed alcohol within [8] eight hours prior to driving, or proven dishonesty, the Company agrees that no employee shall be dismissed by the Company 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 prior notice to a member of the Union Committee in the event it contemplates the dismissal of an employee. Nothing in this Article shall, however, deprive an employee of exercising his full rights under the grievance procedure as set out in this Agreement;

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

ARTICLE 8: ARBITRATION

8.01 In the event that the matter has not been settled either Party desiring arbitration will give the other Party a written notice of its intention within thirty [30] days of the aforesaid meeting. This notice shall contain the names of three [3] persons acceptable as **a sole** arbitrators, to the requesting Party.

8.02 Seven (7) days after receipt of the notice of arbitration, the other Party shall select an arbitrator from one (1) of the three (3) persons names in the notice, or submit to the requesting Party three (3) names of persons acceptable as an arbitrator.

8.03 The decision of the arbitrator shall be final and binding on the Parties. Each party shall bear any expenses he incurs in the presentation of the case to the arbitrator, but the remuneration and expenses of the arbitrator shall be borne by the parties in equal shares.

8.04 If the parties are unable to agree on the selection of an arbitrator within fourteen (14) days of the date of the notice for arbitration, or such longer period of time as may be mutually agreed, then any parties shall request the Federal Ministry of Labour to select an arbitrator, and his selection **shall be final**

- 8.05 No matter shall be submitted to a Board of Arbitration that has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.
- 8.06 All time limits specified herein for the grievance or arbitration procedure may be extended, but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, then the Parties will cooperate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.

ARTICLE 9: SENIORITY

- 9.01 (a) 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 reduction of the work force and recall. Seniority shall not operate on a bargaining unit wide basis. Seniority shall operate based on a driver's classification and region of operation.
- (b) Any member of the bargaining unit who is accepted for a position in another CAW Canada Union organized 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 September. At that time the member will assume their place on the new division seniority list providing the employment with First Student Canada been continuous.
- 9.02 **Probationary Period**
- (a) A newly hired employee shall be on probation for a period of sixty (60) calendar days from the date first worked.
- (b) After completion of the probationary period, seniority in the bargaining unit commences as of the date the employee successfully completes their **licensing** road test with the Company. ~~In the case of a casual driver indicating in writing to the Company of their wish to become a spare or regular driver, seniority shall commence from the date the Company accepts the employee's letter and the employees first day worked as a spare or regular driver.~~
- (c) **The parties agree probationary employees may be terminated under a lesser standard, but all other rights and obligations under the Collective Agreement apply.**

- (d) **An employee on probation shall not be eligible for any charter work until completion of their probationary period.**

9.03 For the purposes of seniority, the Parties recognize that for school bus operations there may be ~~three (3)~~ **two (2)** sub categories of drivers. They are as follows:

- (a) **Regular and Spare Drivers**

- (b) **Casual Drivers**

- (i) Regular drivers ~~who~~ perform an A.M. and P.M. run regularly during the school year.
- (ii) Spare drivers ~~who~~ are waiting for an A.M. and P.M. school run to become open.

Spare drivers shall accumulate seniority and shall accept an open run when one becomes available, provided it does not create deadhead mileage or there is another spare driver available in the geographical area. Spare drivers shall be permitted to perform public charters, provided the driver signed the charter sign up lists and will be assigned the charter on the basis of seniority in rotation. Spare drivers shall be offered in seniority order, to fill school runs that are temporarily vacant or vacant due to the absence of an employee. This includes school charters from the school served, provided the employee has the seniority.

Spare drivers shall be offered work in the case of an emergency, in which case seniority will not apply.

- (iii) Casual drivers ~~who~~ are not waiting for an A.M. and P.M. school run to become open. Casual drivers shall ~~not~~ accumulate seniority. Casual drivers will not normally work on a paid holiday, P.A. day, except in the case of non-availability of other drivers or in the case of an emergency. A casual driver shall cover an open route until such time as a part time or spare driver is available. A casual driver will not normally perform a name request charter, however this may be waived in the case of the charter customer not being prepared to provide the business to the Company if the name request is not honoured.

Casual drivers shall be assigned any driving duties for charters in the instance of the non availability of spare drivers, emergencies or when other conditions exist does not allow the Company to offer work in seniority order and meet the time or other requirements of the specific work situation.

Regular, Spare and Casual Drivers shall accumulate seniority from date of hire, or as per 9.02, on a Master Seniority List. A drivers

moving from the Master List to the Casual List will have their seniority frozen on the Master List as of that date. They shall maintain all seniority when moving to the Casual List.

In the case of a casual driver indicating in writing to the Company of their wish to become a spare or regular driver, the Casual Driver shall forfeit all seniority and his/her new seniority date shall commence from the date of the Company accepts the employee's letter and the employees first day worked as a spare or regular driver. The exception will be a Casual Driver holding frozen seniority will return to the Regular/Spare classification with his/her frozen seniority intact.

9.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, family related problems, or leave or absence approved by the employer. An employee shall only lose his seniority rights in the event of:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns in writing.
- (c) He is absent from work in excess of three [3] working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
- (d) He fails to return to work within seven [7] working 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.
- (f) If he is laid off for a period in excess of eighteen [18] consecutive months.
- (g) If he/she retires.

9.05 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 and recalled in inverse order of seniority, such that the most senior employee shall be laid off last and recalled first. School bus drivers' layoffs and recalls will be done by seniority, by classification, by region.

Regions of Operation:

Kingston, Perth Road, Sydenham, Verona, Harrowsmith

Criteria Used:

1. Drivers residence
2. Buses kept
3. First pick up

Company will supply a map to the Union with the various regions outlined.

- 9.06 The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time has been removed from said run for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his designate.
- 9.07 Permission to park a company vehicle at an employee's residence will be at the sole discretion of the Company. The Company will consider all relevant factors prior to making a decision.
- 9.08 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 within three [3] weeks in advance of the commencement of the reopening of school, following the summer break. At that time the reopening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance **with this clause shall be deemed to be a resignation**
- 9.09 Sign Up – Prior to September 1 annually, drivers will be offered their previous years route back. If their route has been altered in any way, Management will inform them and they will be offered that route with the alteration. If they refuse the route or their route is cancelled, then they will be offered a choice of any open or new route that is available. If they wish to wait they will have an opportunity on a seniority basis to choose another route that is operationally feasible – defined as place of residence, first pick up and deadhead mileage.

After the start of the school year, all newly acquired and vacated routes will be posted for one [1] week and any driver in the area may apply for that route. The new route will be assigned on a seniority basis in that area

that is operationally feasible – defined as place of residence, first pick up and deadhead mileage.

- 9.10 Record of employment to be issued to the drivers at all layoff periods i.e. March Break, Christmas and summer. Record of employment will be issued electronically within five (5) days of the end of the pay period.

9.11 Route Surveys

The parties agree that any driver with a concern about the methodology or the application of route times may ask the Manager for a review of such route.

The Company will investigate and if necessary make adjustments to route times. Should no adjustment be made the Company will provide the employee and Union with the details. Nothing in the agreement supersedes the rights of the employee to seek redress through the grievance procedure.

ARTICLE 10: CHARTERS

10.01 School Charters

- (a) All school charters will be allocated on the basis of the school served. All employees servicing those schools will have charters allocated to them based on the seniority of the employees.
- (b) A charter originating from a school, which is not served by an employee, will be dispatched as a public charter.
- (c) School to School, Late Runs and Activity Runs will be posted and allocated by seniority. Out of town school charters will be given to the senior driver serving that school.

- 10.02 (a) When a driver is requested by a customer to be their chartered driver, the driver will be moved back to the end of the rotation list.
- (b) When a driver is requested by a customer for a charter, the driver will take that charter for that rotation.

10.03 (a) Public Charters

Weekday and weekend charters will be allocated on a rotational basis for drivers that have completed their probationary period.

An employee who refuses four (4) times with forty-eight (48) hours notice will have his/her name removed from the rotation for the duration of the charter period for a maximum of three (3) months.

(b) **Weekend Charters**

A weekend charter is defined as a charter whose departure time is between midnight on Friday and midnight on Sunday. If it is a paid holiday on Friday or Monday, the times will be adjusted by twenty-four [24] hours to include the holiday as part of the weekend. An employee that desires to perform weekend or weekday work must sign the respective rotation posting.

A rotation sign up will be posted for the following dates each year:

1. 1st September – 31st December
2. 1st January – 31st March
3. 1st April – 30th June
4. 1st July – 31st August

The Charter posting will be bulletined for a period of five [5] working days and will become effective on the first day of each above-mentioned period. The rotation list will start on the next person in the line up from where the previous list ended and not the top of the new listing.

~~The employee will be assigned the charter work in order of seniority by sign up, from the rotation posting. When an employee declines the charter work his name will fall to the bottom of the rotation list. An employee who refuses four [4] time with forty-eight [48] hours prior notice will have his name removed from the rotation posting for the duration of the charter period, for a maximum of three [3] months. A driver offered a charter 48 hours or less prior to the charter departure is exempt.~~

10.04 If after being assigned, an employee declines the charter work he or she will fall to the bottom of the rotation list.

~~An employee who refuses four [4] times within the twenty-four (24) hour or less period, will have his name removed from the rotation posting for the duration of the charter period to a maximum of three (3) months. A driver offered a charter within twenty-four (24) or forty-eight (48) hours of the charter departure is exempt from the refusal penalty.~~

10.05 A probationary employee will be assigned charters on completion of three [3] months service, which is calculated from the first day worked. For probationary employees with service between three [3] and six [6] months, charter assignments will be restricted to within a one hundred (100) km mile radius of the Division. All of the above is subject to the employees

service, the employee signing the appropriate charter list, and will not apply in the case of shortage of available drivers or an emergency.

10.06 Any charter that would result in a payment equal to or less than the rate of pay of their school routes as set out in Schedule "A", the driver will have the option of doing his / her school route or the charter. If there is a conflict with the charter and the driver's A.M. or P.M. school route the driver may do the 1 [one] part of the charter that does not conflict. At no time will the school route be split but the charter may be. In the event no driver is available the charter will be assigned to a spare driver or should no spare driver be available, in the most efficient manner by the Company.

10.07 **Posting of Charters**

All known work will be posted three [3] days in advance of the trip leaving. This posting will show the full address of the customer. The Union chair will meet with the Company as required to investigate any problems with the previous charters.

10.07 **School to School, Late Runs and Activity Runs**

Will be posted and allocated by seniority. Out of town school charters will be given to the senior driver serving that school.

10.08 **Minimum Payment for Charter Work**

A charter shall be paid a two and a quarter (2.25) hour minimum at current charter rate.

10.09 **Cancelled Work**

An employee reporting for work and such work being cancelled, shall be paid a minimum of two and a quarter (2.25) hours at current charter rate.

Where more than one driver picks up at a charter and the charter is cancelled, the senior driver has first choice whether to drive or accept the cancellation. When more than one [1] bus is ordered and a bus is cancelled with prior notice, senior driver shall have the choice to accept the cancellation or do the charter. A driver, cancelled with prior notice and without pay, shall not lose his / her turn on rotation and will be first out the next day or weekend or weekday by seniority on the rotation list.

10.10

(a) Company Funds

Where required the Company will provide a gas card and maps to the charter driver prior to departure. Any required accommodation will be provided.

(b) Meal Allowance

Meal allowance will be paid in the following manner:

After five (5) hours an eight dollar (\$8.00) meal allowance.

After eight (8) hours a ten dollar (\$10.00) meal allowance

After ten (10) hours a twenty dollar (\$20.00) meal allowance.

For a total of thirty-eight (\$38.00) dollars per day.

All meal allowances shall be paid by payroll, any exceptions will be made by management.

Out of town charters can be request to be paid in advance.

- (c) The employee shall be liable for an inspection at any time and must be able to produce a full accounting for all monies issued to that employee.**
- (d) The Employer will issue a receipt to an employee for all monies returned to the Employer.**
- (e) On any out of town charter, the Driver will be supplied with a listing of all branches as well as telephone numbers of managers to contact in case of emergency of information etc.**

10.11 **Requests Charters**

- (a) The Company shall honour a written name request received from the customer without regard to the seniority provisions for charter work allocation.**
- (b) Requests from a customer for a specific driver shall be in writing and discussed with the Local Chairperson.**
- (c) Casual employees shall not do request charters.**
- (d) When a driver is requested by a customer to be their chartered driver, the driver will be moved back to the end of the rotation list.**

- (e) When a driver is requested by a customer for a charter, the driver will take that charter for that rotation.

10.12 Company Service Runs

Shall be awarded to those employees who have signed the Charter Posting, by seniority on a rotational basis; paid at the Special Work Rate except for out of town runs, which will be paid at the Charter Driving Rate.

ARTICLE 11: PROMOTIONS

- 11.01 Promotions and transfers within this bargaining unit shall be governed by the following factors:
1. Knowledge, suitability, efficiency and ability to do the work required. The judgement of the above qualifications and the promotion of any employee shall be at the sole discretion of the Company.
 2. Medical certificate.
 3. Length of continuous service when factors 1 and 2 are equal in the judgement of the employer shall govern.

ARTICLE 12: HOURS OF WORK AND HOURS OF OVERTIME

12.01 Classification #1 – School Bus Employees

Hours or work for Classification #1, school bus employees, will be calculated on the following bases:

Driver Time will be measured as follows:

A.M. Time at 1st pick up
Time at last school
Time back at 1st school (most direct route)
Plus fifteen minutes

P.M. Time at 1st school
Time at last student drop-off
Time back 1st school (most direct route)
Plus fifteen (15) minutes

Note: Drivers receiving deadhead time in excess of thirty (30) minutes will continue to receive this – they are grandfathered.

Payment of deadhead at “school” rate.

Disputes on time allocations and/or excess deadhead mileage will be settled between the Local Chairperson and the Manager.

A school bus driver whose deadhead time is in excess of thirty [30] minutes in either the A.M. or P.M. run, and such thirty (30) minutes is in excess of the fifteen (15) minutes as set out in Clause 10.1, shall receive pay at the **School Rate**.

Members called out on a week-end – two hour minimum at **School Rate**.

Classification #2 – Vans

Drivers doing van routes who wish to drive big bus charters must be re-evaluated a maximum of every six [6] months.

12.02 Route Coverage

When the Company requests that a driver fill in on a temporary basis as a cover driver for illness, or other absence on another route, the driver will be paid the greater of the run route value.

12.03 Standby

School bus employees will be paid the Special Work Rate for all standby time required by the Company excluding the time allocation paid for school routes.

12.04 Bad Weather

School bus drivers will be paid the Special Work Rate for all standby time excluding the time allocated for school routes. Where school is cancelled because of weather and the driver is not notified within one half [1/2] hour of regular school pick up, the driver will be compensated the run rate.

12.05 Hydro Allowance

An employee who has Company authorization to keep his vehicle at home will be paid twenty-three dollars (\$23.00) per month (covers the period from December 15 to March 15) to compensate for twelve [12] hours per night, six [6] nights per week.

In the instance of the Company directing employees to plug in their vehicles in November the employee shall be paid a pro rata

calculation based on the number of days they plug in at the rate of twenty-three dollars (\$23.00) per month for November only.

ARTICLE 13: LEAVE OF ABSENCE

- 13.01 Employees requesting leave of absence shall make written application to their Department Head giving at least five [5] working days' notice. The Company may, at its discretion, grant such leave of absence for a period of up to three [3] months provided the services of the employees are not immediately required and there is an employee available who has the qualifications to perform the work.
- Such leave of absence shall be granted in writing within three [3] days of the request being made. A copy of the request shall be provided to the Local Chairperson. Unusual circumstances will be given consideration.
- 13.02 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is received at least three [3] working days prior to the expiration of the leave of absence.
- 13.03 An employee who fails to report for duty on or before the expiration of a leave of absence shall, unless the Manager is advised of exceptional circumstances, forfeit his seniority and his name will be removed from the seniority list.
- 13.04 Proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 13.05 Leave of absence shall not be granted to enable an employee to work outside of the Company's service.
- 13.06 **Union Leave**
- (a) If a Union Representative loses a charter in order to conduct local workplace Union work, he/she will be assigned the next charter.
 - ~~(a)~~—Upon written request of the **Local Union National Representative**, and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence ~~without~~ pay for that purpose. As much advance notice as possible will be given by the **Local Union National Representative** and/or Local Chairperson prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time shall not exceed three (3).
 - (b) 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.

- (c) **Any approved leave of absence requested by the Union, shall be with pay and the Employer will invoice the Local Union once per month.**

~~13.07~~ If a Union Representative loses a charter in order to conduct local workplace Union work, he/she will be assigned the next charter.

13.078 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and shall continue to accumulate seniority while on such leave. It is clearly understood that an employee on a leave of absence shall resume his former position and assigned run.

13.089 An employee wishing to return from leave of absence prior to the expiration of his approved period of leave must advise his Supervisor at leave five [5] days in advance of the date upon which he wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee.

13.0910 **Paid Jury or Court Witness Duty Leave**

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal [average of earnings over six (6) previous months] earnings and the payment received for jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a 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 14: VACATIONS

14.01 All employees with less than one [1] year of service shall receive vacation in accordance with the minimum requirements of the applicable regulations.

14.02 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 [4%] percent of the pay received for all work performed in the working year, whichever is greater.

14.03 Employees who have maintained an 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 [6%] percent of earnings in a previous year. Authorized sick leave, Union business and

absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.

14.04 An employee who has maintained an employment relationship with the Company of ten [10] years will receive a vacation with pay for four [4] weeks and they shall receive for vacation pay an amount equal to eight [8%] percent of the previous year. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.

14.05 An employee who has maintained an employment relationship with the company of twenty-five [25] years will receive a vacation with pay for five [5] weeks and they shall receive for vacation pay an amount equal to ten[10%] percent of 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 terms outlined above.

Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement. Authorized sick leave, Union business and absence on Worker's Compensation will be calculated as though worked, for the purpose of calculating vacation pay.

14.06 Seniority of employees will govern choice of vacation days.

~~14.07 For the purpose of computing service qualifications of an employee to be entitled to vacation, total time off due to personal illness or leave of absence of non-compensable personal injury or for the purpose of attending committee meetings up to seventy-five [75] working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from the service in the case of injury for which the employee receives Workers' Compensation up to a maximum of seventy-five [75] working days. In any case of personal illness or non-compensable personal injury, the Company shall have the right to request a medical certificate from the employee. Total time off in any calendar year in excess of seventy-five [75] working days as a result of personal injury or to attend committee meetings shall be deducted when computing service and in that event, a vacation credit shall be reduced on pro rata basis.~~

14.078 **All classes of Part-time** school bus drivers shall be paid their vacation pay on the first pay period in December.

ARTICLE 15: PAID HOLIDAYS

- 15.01 An employee who qualified in accordance with the relevant provisions of the Canada Labour Code shall be granted a holiday with pay for each holiday established under the Canada Labour Code.
- The Parties agree to recognize Easter Monday as a statutory holiday in lieu of the Remembrance Day statutory holiday.
- The Company agrees to recognize the Civic Holiday occurring in the month of August.
- If any of the Company recognized holidays not designated under the Canada Labour Code cease to be recognized by a customer and services are required on that day, the parties agree to meet and discuss methods to address this issue.
- An employee must be available for duty on such holiday if it occurs on one of his workdays, excluding vacation days.
- 15.02 Drivers working fifteen [15] or more days in the previous thirty [30] immediately before the holiday, they will receive holiday pay for all work regularly scheduled for that holiday [i.e. AM, PM, kindergarten, shuttle, late run].
- 15.03 Drivers working fewer than fifteen [15] days in the previous thirty [30] immediately before the holiday, they will receive holiday pay equal to one twentieth of their earnings during the thirty [30] days immediately proceeding the holiday.
- 15.04 If an employee is required to work on any of the general holidays listed in Article 14.01, he shall receive pay at time and one half [1-1/2] for the time actually worked.
- 14.05 General holiday pay shall be calculated at the normal regular daily rate for school bus drivers.

ARTICLE 16: BEREAVEMENT LEAVE

- 16.01 The Company agrees that in the event of a bereavement in an employee's immediate family, [meaning spouse, son/daughter, parent, sister/brother, aunt/uncle, father/mother-in-law, sister/brother-in-law, common law spouse, grandchildren, grandparents, stepparents, and stepchildren residing in the same residence], 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.

ARTICLE 17: PART TIME EMPLOYEES AND CASUAL EMPLOYEES

17.01 A part-time employee under this Agreement will be defined as any employee working a minimum of two [2] of the following per weekday.

An A.M. school route, a P.M. school route, a kindergarten school route and a late run. A part-time employee will normally and consistently work less than twenty-eight [28] hours per week.

A casual employee hired after June 30, 1983, under this Agreement will be defined as any employee who does not meet the conditions of a full-time or part-time employee. A casual employee hired after June 30, 1983 will not accumulate seniority. Casual drivers will not do school runs unless there is an emergency situation.

Open routes may be covered by a casual employee until such time as a part time employee is available.

ARTICLE 18: HEALTH AND WELFARE

18.01 All full time employee employed for more than twenty-eight [28] hours per week with ninety [90] calendar days' service with the Company will be provided with the following insurance benefits and the Company will bear eighty [80%] percent of the cost of same:

Life Insurance.....	\$30,000.00
Accident, Death and Dismemberment.....	\$30,000.00
Weekly Indemnity –	first day – accident
	eighth day – sickness
	maximum – fifteen [15] weeks

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

ARTICLE 19: SAFETY AND HEALTH

19.01 Safety Workshop: As required by the Company and set out in the relevant policy, all drivers must attend a minimum number of mandatory safety workshops annually. The Company will pay safety workshops at the special work rate.

19.02 Employees who are required by the Company to take mandatory re-tests or retraining shall be compensated for such re-tests or retraining.

- 19.03 The Company agrees to institute and maintain all precautions to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II (“CLCII”).
- ~~19.04 Employees who have three [3] “at fault” vehicle accidents in any twenty-four [24] month period may be terminated.~~
- 19.04 The Company further agrees to the establishment of a joint Health & Safety Committee which will be composed of two (2) employees appointed by the Union and two (2) representatives of the Company. The duties of the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. It shall also be the committee's responsibility to review all Category 1 accidents occurring at the Branch for the purpose of recommending methods by which to avoid such accidents from occurring in the future. 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 nine (9) times in a calendar year. If circumstances make additional meetings necessary, they should be held during or outside regular hours, whatever is required.
- 19.05 Two co-chairpersons shall be elected every two years by and from the members of the committee. One co-chair shall be a union member, the other shall be a company member. Co-chairpersons will be trained and certified by the THSAO; this training time will be compensated according to whichever is greater 1) Normal Daily Rate or 2) 8 hours at the cover rate.
- 19.06 The minutes of the Health & Safety Committee shall be recorded and signed by the co-chairpersons, distributed to the committee members, posted on the bulletin boards and sent to the local union.
- 19.07 The Health & Safety Committee functions will include but not be limited to the following per the CLCII:
- Consider and expeditiously dispose of health and safety complaints;
 - Participate in the implementation and monitoring of programs for the prevention of workplace hazards;
 - Participate in the development, implementation and monitoring of programs to prevent work place hazards;
 - Participate in all of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;

- Participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- Ensure that adequate records are kept on work accidents, injuries and health hazards;
- Cooperate with health and safety officers;
- Participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures;
- Investigate and assess the exposure of employees to hazardous substances;
- Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once a year.

19.08 Through the provisions of the CLCII, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety. The Committee may request from the Company any information that can be considered necessary to address workplace hazards. It has full access to all government and employer reports, studies and tests relating to the health and safety of employees. Through the Health & Safety Committee, employees are given the right to have access to that information. The Committee does not have the right to access an individual's medical records without that individual's consent.

19.09 The Health & Safety Committee shall be compensated, whether performed during or outside the members' regular working hours, at the loss of revenue or hours at non-revenue rate, whichever is greatest.

When authorized by the co-chairpersons (both) of the Committee, members of a Committee will be permitted to take the time required during their regular working hours to prepare for and attend meetings and perform any of their designated functions. Committee members have the right and obligation to participate in identifying and correcting job-related health and safety concerns.

19.09 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus early enough in case of any mechanical problems and in order to have its engine warmed up during periods of extreme cold.

19.10 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 same. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operation.

19.11 It is understood that there is a specific obligation on the part of an employee to immediately report to the Company any collision involving a company vehicle.

It is also understood that the employee must file a complete report with the Company as soon as possible but no later than within 24 hours of the collision. Time at the police station or collision reporting centre, filling out a collision report will be compensated at the non-revenue rate regardless of the collision classification.

19.12 It shall be duty of an employee to report promptly in writing to the Company all defects in equipment. It shall be the Company's duty to repair all defects upon receipt. In the event an employee detect any unsafe conditions of their vehicle that he/she is to operate, they shall have the right to refuse to drive said vehicle, as per The Canada Labour Code Part II, until a licensed mechanic corrects the defect involved. The Company shall not ask any employee to drive a vehicle, that employee feels is unsafe.

~~198.13~~ It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle (as prescribed by the company) and to ensure in the course of same that windshield washer reservoirs are filled on all buses equipped with same.

19.14 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.

Should the Employer instruct an active Employee to provide medical documentation to determine the Employee's fitness to continue work, such expense will be borne by the Employer.

19.15 ~~The company will contribute seventy-five dollars (\$75.00) to the cost of a medical, for the renewal of Class "B" licenses. This amount will be increased to eighty (\$80.00) effective July 1, 2011.~~

Upon submission of a receipt to the Company, the employee shall be reimbursed up to eighty dollars (\$80.00) for the medical required to obtain and/or retain their Class B license designation. For new drivers, this payment will be made on successful completion of their sixty (60) calendar day probationary period.

19.18 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.

19.19 Company scheduled school bus safety evacuation exercises and all current safety programs requiring driving duties, will be first offered to the drivers serving the school by seniority, then to the other drivers from the charter rotation list for the driving part of the session and will be paid at the special work rate.

ARTICLE 20: BULLETIN BOARDS

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

ARTICLE 21: CORRESPONDENCE

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

21.02 All communications between the parties shall be addressed to:

- (a) **Location Branch Manager**, First Student Canada
- (b) The Local Chairperson, Kingston Division of CAW Canada
- (c) The **Local Union President / National Representative** at CAW Canada Regional Office - Ottawa

ARTICLE 22: GENERAL

22.01 Non Union personnel will not perform any scheduled work such as charters or school runs except in cases of emergency.

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

22.03 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 upon request be given an employment record of service and will be paid at the next regular pay period.

- 22.04 Telephone Calls – If it become necessary for a driver to call the office when he is on company business, he shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule will be extended.
- 22.06 Snowbound and Breakdown of Company Vehicles – When an employee is unable to perform their regular run because of snow, breakdown, or other inclement weather, the driver will be compensated for their regular route wage and for any time in excess of the normal run time at the special work rate. In the case of a school closure due to inclement weather, the driver will only receive payment in proportion to payment, if any, received by the Company from the customer.
- 22.07 Servicing Company Vehicles – When an employee is requested by the maintenance department to bring his vehicle to the garage for servicing, the employee will be paid at the special work rate.
- 22.08 The Company will provide a drivers room.
- 22.09 (a) Employees may volunteer to accept work other than their home location for a temporary period of time.
- (b) The driver will receive the greater of the work performed of six [6] hours and the greater of the charter rate for either the home division or temporary division.
- (c) Employees will be required to perform driving work up to the maximum of [8] eight hours. Charter assignments will be made only in the case where there are no school bus drivers available for charters at the temporary division.
- (d) When employees use personal vehicles, they will be compensated at the rate of forty cents (40¢) per kilometre. Distance is calculated from home to new division and return. If they do not use their personal vehicle, they will travel the most economical way.
- (e) Accommodation, arranged by the Company, will be paid for on submission on receipt. Meals as per home Collective Agreement.

ARTICLE 23: TRAINING

- 23.01 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunities shall be afforded on their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily

without effect upon the rate of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the Article.

23.02 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 Outside Normal Working Hours – An employee that is 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 – An employee taking advantage, on a voluntary basis, of training facilities provided by the Company, will not be compensated.

23.03 It shall be the policy of the Company to co-operate in every practical way with the 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.

23.04 The above provisions do not include matters dealing with safety seminars.

23.05 A newly hired employee who has a valid, timely B-level license and who successfully completes the First Student Canada Focus on Safety program will be compensated at the special work rate only if they successfully complete their 60 working day probationary period for the training time spent.

NEW ARTICLE 24: WORKPLACE HARASSMENT

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

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

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of

employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

Harassment Is Not

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

Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson.

Investigation

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together

they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Branch Chairperson.

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

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

Resolution

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

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the 3rd step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

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

This procedure in no way precludes the complainant's right to seek action under the *Canadian Human Rights Act*. However, both the CAW and the

Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

~~NEW~~ ARTICLE 25: RETURN TO WORK

- 25.01 (a) The Company agrees to offer and the employee agrees to accept suitable modified duties within their restrictions upon return to work from an absence due to a work related disability, injury or illness that has and continues to be approved by the WSIB for Compensate.
- (b) In dealing with employees on modified duties, seniority (so determined by service under this agreement) shall govern in respect of shift and employment.
- (c) The Company shall advise the Union of any employee on modified duties with full particulars, subject to the provisions of the Personal Information Protection and Electronic Documents Act (PIPEDA)

~~NEW~~ ARTICLE 26: NO DISCRIMINATION

- 26.01 (a) The Employer 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 organization, or by reason of any activity or lack of activity in the Union or any labour organization.
- (b) The Company and the Union agree there shall be no discrimination, intimidation, interference, restraint or coercion by or on behalf of either party and the parties will not discriminate against any employee because of race, ancestry, place of origin, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, disability, nor will they condone sexual harassment in any form.
- (c) The parties agree to abide by the Canadian Human Rights Act.

ARTICLE 27: PAID EDUCATION LEAVE

- 27.01 The Company agrees to pay into a special fund a lump sum payment of four hundred dollars (\$400.0) 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.

ARTICLE 28: DURATION OF AGREEMENT

28.01 **This Agreement shall be effective from the date of signing and shall remain in force and effect until June 30, 2014. Thereafter it shall automatically renew itself from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the parties to this Agreement, to the other not more than ninety (90) days and less than thirty (30) days before any automatic renewal. Within thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting proposed modifications.**

~~The duration of this Agreement shall be from July 1, 2010 up to and including June 30, 2011.~~

28.02 **All Letters of Intent and Understanding and Schedule "A" Wages shall form part of this Collective Agreement and be subject to the grievance and arbitration procedure.**

DATED at Kingston, Ontario this _____ day of _____, 2014~~2~~.

FIRST STUDENT CANADA
(KINGSTON BRANCH)

THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION &
GENERAL WORKERS UNION OF
CANADA

SCHEDULE "A"

Rates of Pay for School Routes – Kingston

	On Ratification	July 1, 2012	July 1, 2013
	(3.5%) \$12.94	(2%) \$13.20	(1.5%) \$13.40

Drivers: 'Rates of Pay for School Routes – Kingston' contained in Schedule A is increased by 3.50% on ratification, an additional 2.00% July 1, 2012, and an additional 1.50% July 1, 2013.

All wages are based on three and three-quarters (3¾) hours per day **and** will be paid at the hourly rate of ~~\$12.50 defined in Schedule A~~ per hour after ratification, for one year. **Effective July 1, 2013 the 3.75 hours will increase to minimum 4.0 hours per day.**

[The above rates also apply to Special Education routes]

A school bus driver whose deadhead time (refer to Section 12.01 at school rate) is in excess of thirty [30] minutes in either the A.M. or P.M. run, and such thirty (30) minutes is in excess of the fifteen (15) minutes as set out in Clause 10.1, shall receive pay at the Special Work Rate.

	On Ratification	July 1, 2012	July 1, 2013
Special Work Rate (Per hour)	(3.5%) \$11.49	(2%) \$11.72	(1.5%) \$11.90

Members called out on a week-end – two hour minimum at Special Work Rate

Charter Rates	<u>Ratification</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
Per hour:	(3.5%) \$11.49	(2%) \$11.72	(1.5%) \$11.90

Charters [School Bus and Activity]

	<u>Ratification</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
1) Drop Charter [both ways]	(3.5%) \$22.98	(2%) \$23.44	(1.5%) \$23.79
[one way]	(3.5%) \$11.49	(2%) \$11.72	(1.5%) \$11.90
2) Charters/per hr			
[driving & layover]	(3.5%) \$11.49	(2%) \$11.72	(1.5%) \$11.90

Retroactivity

In addition, all Drivers will be paid a lump sum equal to 3.5% of gross earnings accumulated between July 1, 2011 and the conclusion of the pay period containing the date of ratification.

LETTER OF UNDERSTANDING NO. 1: VOLUNTEER WORK

Employees who volunteer for “No Pay Rides” will not lose their position on the rotation and the Company agrees to continue to donate the bus.

DATED at Kingston, Ontario this _____ day of _____, 2012.

FIRST STUDENT CANADA
(KINGSTON BRANCH)

THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION &
GENERAL WORKERS UNION OF
CANADA

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