

COLLECTIVE AGREEMENT

BETWEEN

**FIRST STUDENT CANADA ULC
(SAULT STE. MARIE DIVISION)**

AND

**UNITED FOOD &
COMMERCIAL WORKERS
CANADA, LOCAL 175**



TERM OF AGREEMENT: September 1, 2012 to June 30, 2016

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I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
1. PURPOSE	1
2. UNION RECOGNITION	1
3. MANAGEMENT RIGHTS	1
4. UNION SECURITY	2
5. RULES AND REGULATIONS, NO DISCRIMINATION / HARASSMENT	3
6. NO STRIKE, NO LOCKOUT	3
7. UNION REPRESENTATION	4
8. GRIEVANCE PROCEDURE	5
9. ARBITRATION OF GRIEVANCES	8
10. SENIORITY	9
11. LAYOFF AND RECALL - ROUTES DEFINED	11
12. HOURS OF WORK AND OVERTIME - MAINTENANCE DEPT.	15
13. JOB POSTINGS	15
14. TEMPORARY ROUTE VACANCIES	17
15. VACATION WITH PAY - MAINTENANCE DEPT.	18
16. PAID HOLIDAYS - MAINTENANCE DEPT.	19
17. VACATION PAY - TRANSPORTATION DEPT.	20
18. PAID HOLIDAYS - TRANSPORTATION DEPT.	20
19. LEAVE OF ABSENCE FOR UNION BUSINESS	21
20. LEAVE OF ABSENCE FOR PERSONAL REASONS	22
21. MISCELLANEOUS LEAVES OF ABSENCE	22
22. JURY DUTY	22
23. BEREAVEMENT	23
24. HEALTH AND SAFETY	23
25. VEHICLES AND EQUIPMENT	24
26. BULLETIN BOARDS	24
27. CHARTERS	25
28. TOOL INSURANCE - MAINTENANCE DEPT.	28
29. SAFETY SHOES - MAINTENANCE DEPT	28
30. COVERALLS - MAINTENANCE DEPT	28
31. RATES OF PAY - MAINTENANCE DEPT	29
32. RATES OF PAY - TRANSPORTATION DEPT	29
33. CHARTER RATES OF PAY - TRANSPORTATION DEPT	33
34. CHARTER - OTHER TRANSPORTATION DEPT	34
35. BREAKDOWN PAY	36
36. CANCELLED RUNS	36
37. NON-BARGAINING UNIT - WORK & LOG BOOK	36
38. PASSENGER SUSPENSIONS	37
39. DURATION	39
SCHEDULE "A" - Rules of Conduct	40
COMPANY - Tool Insurance Coverage for Licensed Technicians	41
LETTER OF AGREEMENT #1	42
LETTER OF AGREEMENT #2	43
LETTER OF AGREEMENT #3	44
LETTER OF AGREEMENT #4	45
LETTER OF AGREEMENT #5	46

COLLECTIVE AGREEMENT

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

ARTICLE 1 - 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, to provide a channel through which information may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency of operations and service to the public and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of ALL EMPLOYEES OF THE COMPANY AT SAULT STE. MARIE, ONTARIO, SAVE AND EXCEPT OFFICE STAFF, FOREMAN, PERSONS ABOVE THE RANK OF FOREMAN, AND STUDENTS EMPLOYED DURING THE SCHOOL VACATION PERIOD.

2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph.

2.03 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

2.04 The feminine pronoun shall include the masculine and the singular shall include the plural when the context so requires.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Subject to the terms of this Collective Agreement, it is the right of the Company:

- (a) to operate and manage its business in all respects in accordance with its obligations;
- (b) to direct the working force of the Company, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees;

- (c) the Union acknowledges further, that it is the function of the Company to hire, promote, demote, transfer and lay off employees and to suspend, discipline, and discharge employees for just and sufficient cause.

Any exercise of these rights in conflict with the provisions of this Agreement, shall be subject to the provisions under the grievance procedure, as set out in this Agreement.

ARTICLE 4 - UNION SECURITY

4.01 The parties agree that all employees who have completed their probationary period shall make application for membership in the Union. All new employees hired by the Company shall make said application prior to completion of their probationary period.

4.02 Dues and Initiation Fees

The Company shall deduct Initiation Fees and the weekly regular union dues and special assessments in the amount and manner specified by the Union By Laws and Constitutions from each pay cheque due to each employee covered by this Agreement and remit such monies so deducted to **the United Food and Commercial Workers Canada Local 175 presently located at 2200 Argentia Road, Mississauga, Ontario, L5N 2K7**, on or before the 15th day of the month following the month in which such deductions are made. The Company will at the same time submit a **remittance statement** of the employees from whose pay such deductions have been made.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union.

The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. Full name (Last/First/Initials)
2. Full address, including City and Postal Code
3. Telephone number (including area code)
4. Date of hire
5. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
6. Total dues deducted
7. Back dues owing
8. Total initiation fees deducted

In the event that the amount of the required remittance is changed during the term of this Agreement, the Company shall be given fourteen (14) days prior notice.

4.03 In the event that an employee who is required to make application for membership in the Union is denied membership or is suspended or expelled from the Union, the Union shall send to the Company a statement of the reasons for the action taken in refusing membership or suspending or expelling that person from the Union.

The Union agrees that in taking such action against any employee, it shall neither act in a discriminatory manner nor refuse membership or impose expulsion or suspension for reasons contrary to its own constitution or local Union By-Laws.

ARTICLE 5 - RULES AND REGULATIONS, NO DISCRIMINATION / HARASSMENT

5.01 The Union acknowledges the right of the Company to make reasonable rules and regulations from time to time to be observed by its employees. The Company agrees to keep the Union **and Chief Steward** advised of changes in such rules and regulations by forwarding written copies of all new and/or revised rules, regulations, and policies to the Union **and Chief Steward** at the time of their implementation.

5.02 It is a condition of employment for a driver that she hold a valid Ontario Class B driver's licence.

5.03 NO DISCRIMINATION

There shall be no discrimination against or intimidation of an employee by the Company or the Union for any reasons contained in the Human Rights Code of Canada.

The parties recognize that the maintenance of harmonious relations require the co-operation and good faith of the Company and the Union. The Company and the Union agree not to discriminate in any way against an employee because of their Union membership or activity, colour, religion, political views, age, national origin, disability or sexual orientation.

5.04 NO HARASSMENT

The Union and the Company agree that every employee has the right to work in an environment free from any form of harassment. The workplace is defined as anywhere First Student is conducting company business. The Company and Union agree to co-operate with each other in the prevention and elimination of harassment as quickly as possible. 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.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.01 In view of the orderly procedure established under the terms of this Agreement for the settling of disputes which may arise between the parties, the Union agrees that there shall be no strikes nor other similar collective action by it or the employees covered hereunder during the term of this Collective Agreement. The Company agrees for the same reasons as set out above that it shall not lock out or cause to be locked out, any of its employees during the term of this Collective Agreement. It is understood and agreed that a lay off shall not be deemed to be a lock-out within the terms of this Agreement.

6.02 The parties further agree that the Union Stewards in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.

6.03 The terms "strike" and "lockout" shall have the meaning attributed to them in the Canada Labour Code.

- 6.04 (a) The Company acknowledges that it may be dangerous for a driver and passengers to cross a picket line;
- (b) The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and service its clients;
- (c) The Company agrees if the performance of its obligations will endanger the driver, the vehicle or its passengers by crossing a picket line that the driver will be instructed NOT to cross the picket line;
- (d) Each party in recognition of the rights of the other, agrees that the Union will notify the Company of any strike or picket line and the Company will notify of any picket line or strike that may involve the members of the Union covered hereunder;
- (e) The parties further agree to meet to discuss all such cases.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 (a) The Company agrees to recognize four (4) stewards appointed by the Union for the purpose of processing grievances arising under the terms of this Agreement and meeting with the Company in respect of same. There shall be one (1) steward from the maintenance department and three (3) from the transportation department, **one of which shall be appointed as the Chief Steward.**

The stewards so appointed shall constitute a Union grievance committee. It is understood and agreed that no more than two (2) members of the grievance committee shall be entitled to meet with the Company at any one time;

- (b) The Company agrees to recognize a Union bargaining committee consisting of three (3) employees from the transportation department and one (1) employee from the maintenance department. Such committee shall represent the Union at all negotiations with the representatives of the Company for the purpose of amending or renewing this Agreement, including any period during which the parties are being assisted by a Conciliation Officer, Mediator or Conciliation Board;
- (c) Employees who are members of the Union negotiating committee shall be known as "negotiators". Employees who are appointed to the Union grievance committee shall be known as "stewards."
- (d) **On commencing employment, the Company shall introduce the new employee to the Union Steward who shall provide them with a copy of the Collective Agreement and shall explain the rights and privileges under this Agreement**

7.02 The Union shall notify the Company in writing of the names of its stewards and bargaining committee members at the time of their appointment.

7.03 It is understood and agreed that stewards and negotiators have their regular duties to perform on behalf of the Company and that they shall not absent themselves from work for the purpose of carrying out their responsibilities without first obtaining the permission of their immediate supervisor which shall not be unreasonably withheld.

7.04 The Company agrees that stewards and negotiators who have been granted time off work pursuant to Article 7.03 shall suffer no loss of pay for regularly scheduled time lost while processing grievances or negotiating a renewal or changes to this Agreement, provided;

- (a) they report back to their immediate supervisor when returning to their regular duties;
- (b) there is no abuse of this clause, such as to impair the efficient operations of the business;
- (c) that no payment shall be made by the Company in respect of hours for which an employee so affected is not scheduled to work.

7.05 The provisions of Article 7.04 shall not apply for the preparation for or attendance at arbitration or before a Conciliation Board or Mediator.

7.06 A grievor shall be paid in a manner as set out in Article 7.04 and 7.05 except in the case where the grievor has been discharged.

7.07 No individual member or group of members shall undertake to represent the Local Union at a meeting with management, without proper authorization from the Local Union.

7.08 No person shall act as a steward or negotiator who has not successfully completed her probationary period.

7.09 The Company agrees that a full-time representative of the Union, after contacting the **Location** Manager or her designate, may enter the premises during hours of employment to interview employees and deal with the administration of this Collective Agreement. It is agreed that such visits will be timed and cause as little disruption as possible to the normal conduct of the Company's business. It is further agreed that the Company shall not be liable for any injuries sustained by a representative in the course of such visits. The Union agrees that its representative shall abide by all safety rules of the Company during such visits.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Should any dispute arise between the Company and the employees or between the Company and the Union as to the interpretation, application or alleged violation of any of the provisions of this Collective Agreement, every effort shall be made to settle such differences without undue delay in the following manner.

The employee, who may be accompanied by a steward, may take the matter up with her Supervisor as soon as possible, but no later than three (3) working days after the occurrence of the events giving rise to the grievance or the time when they may reasonably be deemed to have come to the attention of such employee. Failing settlement of the grievance within two (2) working days thereafter;

STEP ONE

The employee concerned and her Union steward may within five (5) working days after the date of receiving the Supervisor's answer, present the grievance in writing to the **Location** Manager who shall give her reply within five (5) days. If the employee feels that her grievance has not been satisfactorily settled, she may proceed to Step Two;

STEP TWO

The Chief Steward and the Steward and/or full-time business representative of the Union shall, on behalf of the employee, present the grievance in writing on a form supplied by the Union to the Area General Manager or her designate within five (5) days after a decision has been reached at Step One. They shall discuss the grievance and the Area General Manager or her designate shall send a written reply to the Union no later than five (5) days after such discussion. For the purpose of arbitration, the written grievance as submitted at Step Two shall be deemed to be the official grievance.

8.02 Time limits specified in this Agreement are exclusive of Saturdays, Sundays, and holidays hereinafter enumerated, and may only be modified by mutual agreement, in writing, otherwise each step must be taken by the party concerned within the time limits set forth, or the grievance shall be deemed to have been abandoned. It is further understood and agreed that all time limits referred to herein are mandatory on the part of both parties.

8.03 If the grievance is not settled by the reply of the Area General Manager or her designate, then the Union may within thirty (30) working days from the date of receiving the reply of the Area General Manager or her designate at Step Two refer the grievance to arbitration as hereinafter provided.

8.04 Any difference arising directly between the parties to this Agreement as to the interpretation, application or alleged violation of this Agreement may be filed by the aggrieved party commencing at Step Two of the grievance procedure herein. A grievance by the Union shall be filed with the **Location** Manager; a grievance by the Company shall be filed with the full-time staff representative of the Union.

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

Notice of termination of employment as provided for herein shall be given to the employee in every case at the time of discharge and a copy of same shall be delivered to the Steward and the office of the Union presently located at 230 Regent Street, Sudbury, Ontario, P3C 4C5. An employee is deemed to have received such notice when it is delivered to the office of the Union, as aforesaid.

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

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

- 8.08 (a) In the event that the Company has received a complaint about an employee or if an employee has been in any event contrary to Company policies and procedures, the **Location** Manager and/or her designate reserve the right to question employees in an effort to determine relevant facts. Upon such questioning, the **Location** Manager or her designate shall offer steward representation to the employee.
- (b) In the event an employee is given a written warning, suspension, imposed discipline or is discharged, the Union Steward shall be present during such meeting and the employee shall be given sufficient time to confer with the Steward prior to the meeting. If necessary, during such meeting, the employee concerned shall be allowed to confer with the Steward as described above in private. Should the Steward not be available, the time limits shall be extended until the Steward is available. The Company and the Union agree that disciplinary penalties shall not be imposed unjustly or unreasonably.
- 8.09 (a) The Company and the Union agree that entries made on an employee's record, in respect of her involvement in accidents or incidences resulting in damages to any property, injury to any person, or expense to the Company, shall not be used in taking any future disciplinary action against the employee, or used as evidence before a Board of Arbitration, in total or in part, after the lapsing of twenty-four (24) months from the date of its occurrence if said accident or incident was preventable by the employee.

A preventable accident is defined as any accident or incident which results in property damage or injury to any person resulting from improper action of an employee in charge of the vehicle or resulting from the lack of taking proper and/or reasonable action which may have prevented the accident or incident by the employee;

The Company shall be responsible for deciding whether the accident was preventable or not, however, the Company's findings shall be reported to the Joint Health & Safety Committee and reviewed at a meeting. Should the majority of the Joint Health & Safety Committee not agree with the Company's findings, then such case may be appealed according to the procedure outlined in the Focus on Safety Driver Handbook.

- (b) The Company and the Union agree that entries made on an employee's record in respect to traffic violations under the Highway Traffic Act for which they have been convicted shall **remain on employee's record for as long as the Ministry of Transportation Driver's abstract contains the driving violation;**
- (c) The Company and the Union agree that entries made on an employee's record in respect of a complaint from a customer of the employee or its agents or representatives or from any member of the General Public shall be removed from the employee's record after one (1) year;
- (d) The Company and the Union agree that entries made on an employee's record in respect of any case other than those described in Article 8.09 (a) and 8.09 (b) herein shall be removed from the employee's record after one (1) year;

- (e) The Company agrees that those entries referred to in Article 8.09 (c) and 8.09 (d) herein will not be used as evidence in any arbitration proceeding if such entry or entries are deemed to have been removed under the provisions of Article 8.09 (c) and 8.09 (d).
- (f) The Company shall take disciplinary action against an employee within fifteen (15) calendar days of the incident (exclusive of Saturdays and Sundays) or fifteen (15) calendar days (exclusive of Saturdays or Sundays) of the date management became aware of the incident except for accident cases which shall be sixty (60) days.

The Company shall give the employee a written copy of the disciplinary notice at the time such discipline is imposed. Such notice shall include the reasons for discipline. A copy shall be provided to the stewards and Union Office at this time.

It is further understood that should a third (3rd) party be involved in any investigation, all time lines listed above shall become active upon a decision by said third (3rd) party. Notice of such decision shall be forwarded to the steward and Union office upon receipt.

- (g) **Upon written request to the Location Manager or designate, an employee shall be entitled to access their employment file for the purpose of reviewing any disciplinary notices to ensure such disciplines are timely in accordance with the sunset clause as referred to in this Article 8. Such review shall be at a mutually agreed time and shall not be unreasonably denied.**

ARTICLE 9 - ARBITRATION OF GRIEVANCES

9.01 Should any grievance, including a question as to whether or not a matter is arbitrable, not be satisfactorily settled pursuant to the provisions of the grievance procedure herein, then the party desiring arbitration shall notify the other party in writing and such notice shall contain the name of the first party's nominee to the Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its nominee. The two (2) nominees so selected, shall proceed to select a third person who shall act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint a nominee or if the two (2) nominees so appointed fail to agree upon a Chairman within fifteen (15) days, either party may apply to the Minister of Labour for Canada who shall make such appointment. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision that shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board and in the event that there is no majority, the decision of the Chairman shall govern.

The Arbitration Board shall not have jurisdiction to alter, or change, in any manner, the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from, any provisions of this Agreement.

Each of the parties hereto shall bear the expense of her own nominee to the Arbitration Board and the parties shall jointly and equally share the expenses of the Chairman of the Arbitration Board.

9.02 Should the Arbitration Board decide that a discharge was without just and sufficient cause, the Board may reinstate the employee and may reimburse her for all time lost from the date of discharge up to the date of reinstatement, less any amounts earned by the employee in the interval, or by any other arrangement which is just and equitable in the opinion of the Board of Arbitration.

9.03 Time limits specified in this Agreement are exclusive of Saturdays, Sundays and holidays hereinafter enumerated and may only be modified by mutual agreement, in writing, otherwise each step must be taken by the party concerned within the time limits set forth, or the grievance will be deemed to have been abandoned. It is further understood and agreed that the time limits referred to herein are mandatory on the part of both parties.

9.04 No person may be appointed to a Board of Arbitration who has participated directly in an attempt to negotiate or settle the grievance.

9.05 The Board of Arbitration shall select a date for hearing and all hearings of the Board of Arbitration constituted under the terms of this Agreement shall be held in Sault Ste. Marie, Ontario. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. A party intending to file a brief shall provide the other party with a copy of same one week in advance of the date set for the hearing.

ARTICLE 10 - SENIORITY

10.01 Seniority is the principle of granting preference to employees for promotions, demotions, transfers, lay-offs, and rehiring after lay-offs, assignment of runs subject to the provisions of Article 10.01, Article 13, Article 14, Article 27, and all other matters in accordance with length of continuous service with the Company in the bargaining unit, providing only that an employee has the qualifications necessary to fill the normal requirements of the job. .

10.02 PROBATIONARY PERIOD

An employee shall be considered to be on probation until she has worked for the Company for a period of ninety (90) calendar days in the case of employees in the **Maintenance** Department from the date upon which such employee commences work.

For employees in the Transportation Department, the probation period as aforesaid, shall be ninety (90) trips or one hundred and twenty (120) days, whichever shall first occur, from the date upon which such employee commences work with the Company.

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

10.03 In all cases of promotion, demotion or transfer, bargaining unit seniority shall determine which employees are to be promoted, demoted or transferred subject only to the provisions of Article 10.01 herein.

10.04 SENIORITY LISTS

There shall be two (2) separate seniority lists; one for the **Maintenance** Department employees and one for the Transportation Department employees. **The Transportation Department employee seniority list shall be subdivided into sub-departments of regular, spare or casual drivers.**

Employees' names shall be added to such lists in accordance with Article 10.01 upon successful completion of their probationary period and thereafter their seniority for the purpose of this Agreement shall date from their last hiring by the Company in the **department/sub-department** in which they work. It is agreed that an employee cannot bump from one department **or sub-department** to another.

For clarity, a Transportation Department employee transferring between the above-noted departments or sub-departments shall be placed at the bottom of the seniority or sub-seniority list to which they are transferring.

Such list shall indicate date of posting, full employee name, spare board status (if applicable), last date of hire as well as the deletion of those who have left the Company's employ since the previous lists were posted.

Drivers who were previously on the "casual seniority" list as referenced in Letter of Agreement #2 shall have listed both their original hire date as well as the date they returned to the regular drivers' seniority list. Such date of return shall be considered to be the first date driven as a regular driver as is referenced in the last paragraph of Letter of Agreement #2.

10.05 SAME DAY HIRES

Where two (2) or more employees have the same seniority date, the names will be placed on the seniority list, in order of the **successful training and licensing** by the Company. The employee at the head of the list on her date of hire shall be deemed to possess the highest seniority of employees hired on that day. This provision is to be effective from date of ratification (**May 26, 2013**) of this Agreement.

10.06 POSTING OF SENIORITY LISTS

The Company agrees to post up-to-date seniority **lists** on the bulletin board at the Branch. Such **lists** shall be brought up-to-date each September 15th, January 15th and April 15th. A copy of such **lists** as amended from time to time shall be provided to the Union Office and the Chief Steward.

10.07 SENIORITY CONTINUANCE, RE: SICKNESS/ACCIDENT

- (a) On each occasion that an employee is absent from work by reason of sickness or accident, her seniority will continue to accumulate for a period not exceeding twenty-four (24) months;
- (b) In the event that a employee is absent from work as a result of a work related accident for a period of more than twenty-four (24) months, an assessment by a doctor shall be done at that time to determine if the employee will be able to return to work within the next twelve (12) months. If so, then an extension of twelve (12) months shall be granted to that employee.

10.08 BREAK IN SENIORITY

An employee shall lose her seniority standing in the Company and be deemed to have quit under the following circumstances:

- (a) if the employee voluntarily quits;
- (b) If the employee is discharged and such discharge is not reversed through the grievance or arbitration procedure herein;
- (c) if she fails to return to work following; lay off in accordance with Article **11.08** herein;
- (d) if she is absent due to sickness or accident for a period in excess of twenty-four (24) months subject to Article **10.07 (b)**;
- (e) if the employee fails to comply with the terms of a leave of absence granted to her.

10.09 An employee transferred by the Company to a position outside the bargaining unit shall continue to accrue bargaining unit seniority for a period of twenty-four (24) months. For the purpose of a transfer back into the bargaining unit, her seniority shall include her total bargaining unit seniority but shall not include service with the Company outside the bargaining unit beyond the additional twenty-four (24) month period as aforesaid.

ARTICLE 11 – LAYOFF AND RECALL **– ROUTES DEFINED (CITY, DISTRICT ROUTE SELECTION)**

11.01 SCHOOL BREAK PERIODS

It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be on lay 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 lay-offs.

11.02 It is the responsibility of the employee on lay off during the school Summer Vacation period to notify the Company within three (3) weeks in advance of the **employees scheduled start-up meeting in August** following the Summer Break period of their intention **of returning** to work at the conclusion of the break period. **The Employees scheduled start-up notice shall be deemed to be the employees recall notice.** A failure to return to work in accordance with this Clause shall be deemed to be a "quit".

11.03 LAYOFFS

In the event of a lay off or recall to work following a lay off, probationary employees shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled inverse order of seniority such that the most senior employee shall, subject to Article 10.01 and **11.04** herein, be laid off last and recalled first.

11.04 With respect to Transportation Department employees, the lay off and recall procedure provided for in Article **11.03** herein shall apply save only that it is agreed and understood that the Company shall at all times be entitled to deploy its resources in an economic manner and to discharge its contractual obligations and responsibilities to the school boards it serves and that accordingly, in the event of a lay off or recall to work following a lay off, **such entitlement shall be in accordance with the route allotment provisions outlined in Article 13.01 and 13.02 (Job Posting/Sign up Procedure).**

11.05 The Union agrees that in the event of a lay off or recall to work of employees, that the Company will not be required as a result, to re-instate an employee on a run if that employee had at any time been removed from said run for cause.

11.06 The parties agree that for the purpose of Articles **11.04** and **11.05** lay off shall refer to a reduction in workforce only and not to normal seasonal breaks at Christmas, Spring Break, or Summer Holidays, nor to any temporary disruption in the Company's service;

11.07 The Company agrees, in the event of temporary disruptions in its services other than disruptions caused by normal seasonal breaks, Acts of God, or by actions of the Company's employees covered under this Agreement, the Company shall comply with the layoff procedure outlined in Article **11.03** of this Agreement;

11.08 If an employee is laid off for reasons other than those set forth in Article **11.01** on account of lack of work, she shall have the right to be recalled in accordance with her seniority standing up to eighteen (18) consecutive months following her lay off, provided she reports to work within five (5) days following the receipt by her, by registered mail, of a notice by the Company to return to her work.

If the employee fails to report for work within five (5) days or indicates she does not intend to return to work, then the Company may notify the next employee on the seniority list. However, if the first employee indicates to the Company that she will be available to return to work within a period of ten (10) days after the date of sending the first notice to her, she shall be entitled to return to work within such ten (10) day period.

11.09 It shall be the duty of each employee to notify the Company promptly of any change in her address or telephone number. If an employee does not do so, the Company will not be responsible for failure of a notice to reach her.

ARTICLE 11 – ROUTES DEFINED (CITY, DISTRICT)

11.10 Route selection and allotment shall be based on the geographical location of an employee's residence, route start point, and approved park-out location. The Company reserves the right to refuse route selections that are not based on the above and that are not economical and do not meet the operational requirements of the Company.

Such refusal shall not be exercised in an unfair, arbitrary or discriminatory manner. Any refusals based on economics or operational requirements shall be reviewed with the Chief Steward or in her absence, the Union Office, and the reasons for such refusal conveyed.

11.11 CITY DRIVERS

City drivers shall be defined as those drivers that reside within the city limits and outside of the district areas as defined in Article 11.15 below.

11.12 CITY DRIVERS' ROUTE SELECTION

For the purposes of route selection, resident city drivers must select a route within the city. A city driver shall not be entitled to select/bid on any district route if a city route is available.

Notwithstanding the above, city drivers performing temporary district runs as of May 26, 2013, shall continue to perform such run until the next posting period as referred to in Article 13.01. At such time, the temporary district run shall be posted. The city driver previously performing the temporary district run shall then be entitled to revert to their former permanent run or select a new posted run in accordance with Article 13.

A city driver's entitlement to keep their bus at or near their residence shall be partially based on having a Company-approved park-out location that includes plug-in capabilities for the winter months. In addition, in the interest of the minimization of deadhead kilometres, such entitlement shall be further based on deadhead kilometre totals with the driver's residence or Company-approved park-out location and the Company yard as the focal point. Deadhead kilometres shall be calculated as follows:

A.M. Run: The distance from the driver's residence or Company-approved park-out to the point of first pick-up plus the distance from the last drop to the park-out location.

P.M. Run: The distance from the driver's residence or Company-approved park-out to the point of first pick-up plus the distance from the last drop back to the park-out location.

The sum of the A.M. and P.M. deadhead kilometres shall be compared to the sum of the same A.M. and P.M. runs using the Company's yard as the park-out location.

Based on all of the above, a driver's entitlement to keep their bus at their residence or Company-approved park-out location shall be determined as the location that incurs the least deadhead kilometres.

11.13 DISTRICT DRIVERS

A resident district driver is defined as a driver that lives in a "District Area" as defined in Article 11.15 below and is able to park their bus at their place of residence or at a Company-approved park-out location that includes plug-in capabilities for the winter months.

11.14 DISTRICT DRIVER ROUTE SELECTIONS

For the purpose of route selection by district area drivers, the Company's routes shall be deemed to operate within seven (7) "district areas" as are defined in Article 11.15 below.

District drivers must select a route in their district area in which they reside and shall be awarded such route in accordance with Article 10.01 and shall have access to an approved park-out location. If no routes are available, the driver shall be entitled to choose a route from the next closest "district area" to their residence or approved park-out location.

Notwithstanding the above, all resident district drivers that reside north of Mahler Road must select routes that originate north of Mahler Road if a route is available.

For clarity, no driver in any district area shall be able to select/bid on any other route if routes are available within their district area.

11.15 DISTRICT AREAS DEFINED

District Areas are defined as follows:

1. **Heyden Area** – Aweres Township
2. **East Goulais Area** – divided by Highway 17 corridor Vankoughnet Township
3. **West Goulais Area** – divided by Highway 17 corridor Fenwich and Pennfeather Township
4. **Goulais Mission Area** – Kars Township
5. **Havilland Area** - Havilland and Ley Townships
6. **Batchewana Area** – north of Mahler Road within one mile of Highway 17 corridor through Havilland Township. Additional to include Tilley, Fisher, and Herrick Townships.
7. **Searchmont Area** – Hodgins Township

When the starting or finishing point of a run is in one or more of the geographical/district areas then the district area shall be determined by the Company.

11.16 In cases where the starting point of a run is outside the defined District Areas as referred to in Article 11.15 above, the following shall apply:

Where more than one (1) employee resides outside of the "District Areas," the closest geographical location of the driver's residence or their approved park-out location shall govern the Company in awarding the run.

For clarity, the above applies to District Area runs that were not selected (vacancies). In the event a city driver is awarded the run, the Company shall consider the minimization of deadhead kilometres incurred with respect to such award. The Company shall have the right to request that such driver keep their bus at their residence or Company-approved park-out location or Company yard based on the location that incurs the least deadhead kilometres.

Deadhead kilometres shall be determined based on the driver's residence or approved park-out location and the Company yard as the focal points. Deadhead kilometres shall be calculated as follows:

A.M. Run: The distance from the Company's yard to the point of first pick-up plus the distance from the last drop back to the Company's yard.

P.M. Run: The distance from the Company's yard to the point of first pick-up plus the distance from the last drop back to the Company's yard.

The sum of the A.M. and P.M. deadhead kilometres shall be compared to the sum of the same A.M. and P.M. runs using the driver's residence or approved park-out location.

Based on the above, the awarding of the run shall be based on the senior driver's ability to provide the approved park-out location or perform the run from the Company yard, whichever incurs the least deadhead kilometres.

ARTICLE 12 - HOURS OF WORK AND OVERTIME - MAINTENANCE DEPARTMENT

12.01 The parties agree that the regular work week shall consist of five (5) consecutive eight (8) hour days in each consecutive seven (7) day period.

12.02 Overtime - All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time-and-one-half the employee's regular rate of pay.

12.03 Lunch Breaks - Each employee is entitled to one (1) hour unpaid break for lunch in each eight (8) hour day.

12.04 Coffee Breaks - Each employee is entitled to two (2) fifteen (15) minute paid breaks in each eight (8) hour day.

12.05 The Company agrees in the event of a change in the Maintenance Department schedule to post the proposed new work schedule one (1) week in advance, save and except emergency situations.

12.06 Call-out Pay - If an employee is called out to work for any reason other than her regular shift or schedule, she shall be paid a minimum of three (3) hours pay at her regular rate of pay.

12.07 Reporting Pay - If an employee reports for work for her regular shift on time and was not told the previous shift not to report and there is no work available, she shall be paid a minimum of four (4) hours at her regular rate.

ARTICLE 13 - JOB POSTING/SIGN UP PROCEDURE/NOTICE OF ROUTES

13.01 The Company agrees to provide the **Union and the Chief** Steward on or before November 1st of each year, a complete list of all present routes indicating the route number and rate of pay.

Employees may elect to keep their previous posted routes year after year (am, pm, **attached** shuttles).

The Company shall post routes available to drivers seven (7) calendar days in advance of the sign up period. The Chief Steward shall be contacted and advised of the routes prior to the seven (7) day period for the purpose of reviewing the available routes. Only known routes that have been disclosed for the posting period will be available for the sign up procedure.

The postings will be clearly identified with the geographical district area for district routes, route number and rate of pay.

13.02 During the designated sign up periods, employees shall be given the opportunity to exercise their seniority in selecting their routes, in accordance with the provisions of this Article.

Sign up periods will be as follows:

The second Monday in June, the sign-up period shall commence. Such sign-up period shall be for seven (7) calendar days and routes will start on the first day of the start of the school year. Employees will be notified in writing no later than the first week of August of their route selection.

The first Monday in November, the sign-up period shall commence. Such sign-up period shall be for seven (7) calendar days and routes will start on the first day of school in January. Employees will be notified in writing prior to the Christmas school break of their route selection.

Employees will indicate their selection preference in numerical order (1, 2, 3, etc.) on the posting sheet. Note: Employees may not indicate any two routes to the same preference number. Employees who are unable to attend shall notify and provide the union steward a written proxy indicating specific route numbers. A copy of the proxy shall be given to the Company at the time of the selection.

Employees electing to exercise their rights to sign up will be expected to accept the route that is awarded to them or become a spare driver. When none of the selected routes are available, the employee may retain their previous awarded route.

Vacant routes remaining as a result of a sign up period, and any new routes or vacated routes that become available after a sign up period will be assigned to spare drivers according to seniority in their geographical/district area location. These routes will be posted in the next sign up period.

Selection of route/s applies to AM/PM routes and all known extra school work as defined in Article 27. In order to exercise seniority in the bid of school routes a driver must be available to do the routes 5 days a week both AM/PM for the entire school year.

Drivers whose am/pm routes have been eliminated prior to or after the sign up process, or whose existing route has been restructured or whose route requires a change in vehicle size i.e. big bus to van, or has been removed by the request of customer, the driver, Chief Steward and union representative shall be notified immediately.

The driver shall then exercise one of the following options:

- (a) Elect to maintain the restructured route at the new rate of pay and or change in vehicle size. If the restructured route falls into a different geographical region as defined by Article 11.15 the vehicle shall be parked in the new geographical region
- (b) Select any vacant or temporarily assigned route
- (c) Displace the most junior regular driver in their geographical/district area (the area of which your run was eliminated)
- (d) Be moved to spare driver status
- (e) Where there is no regular work available, accept layoff

ARTICLE 14 - TEMPORARY ROUTE VACANCIES

14.01 Temporary vacancies shall be considered to be vacancies of thirty (30) days or more. Such vacancy shall be offered by seniority to a spare driver able to perform the route(s) within the vacancy.

Upon the next posting/sign up period, the spare driver filling the vacancy shall be entitled to sign up for another posted position. Should the driver receive such position, the Company shall fill the vacancy by seniority with another spare driver.

14.02 TEMPORARY ROUTE VACANCIES – ATTACHED SHUTTLES

Notwithstanding the above, shuttles attached to vacant routes shall be assigned to the most senior driver able to perform such shuttles. These shuttles shall be those that are scheduled for after fifteen (15) minutes from bell start time or more than thirty (30) minutes before bell dismissal time.

In accordance with Article 27.04 (a), those vacant shuttles that commence less than fifteen (15) minutes after school bell start time shall be assigned first to the most senior driver with the required vehicle size who holds an A.M. run that completes at the originating school of shuttle. Those vacant shuttles that commence less than thirty (30) minutes prior to school bell dismissal time shall be assigned first to the most senior driver with the required vehicle size who holds a P.M. run that starts at the destination school of shuttle.

14.03 All other vacancies and newly-created positions shall be posted on the bulletin board for seven (7) calendar days.

Interested employees shall apply in writing within such time.

The Company shall fill such vacancies and/or newly-created positions according to Article 10.01, 10.02 and **10.03** prior to the Company hiring outside candidates.

14.04 The Company agrees to make a general announcement on the radio when job posting(s) have been posted.

ARTICLE 15 - VACATION WITH PAY - MAINTENANCE DEPARTMENT

15.01 The following vacations with pay schedule shall become effective as of **May 26, 2013**:

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

Employees who have completed one (1) or more years service with the Company shall be entitled to two (2) weeks vacation with pay based on four percent (4%) of their gross earning of the previous year.

Employees who have completed five (5) or more years of service with the Company shall be entitled to three (3) weeks vacation with pay based on six percent (6%) of their gross earnings of the previous year.

Employee who have completed ten (10) or more years with the Company shall be entitled to four (4) weeks vacation with pay based on eight percent (8%) of their gross earnings of the previous year.

15.02 If a statutory holiday falls within an employee's vacation period, she will be granted another day in lieu thereof, or the holiday pay.

15.03 (a) Vacation schedules shall be posted by the end of January in each year. Following the posting, there shall be a period of forty-five (45) days in which the employees shall choose their vacation periods.

(b) The forty-five (45) day posting period referred to above shall be equally divided in order of seniority among those employees entitled to vacation. Such division will provide each employee with a sequential specific timeframe in which they must indicate their chosen vacation dates.

Each employee's selection timeframe shall be clearly marked on the vacation schedule. Employees must complete their vacation selection in order of seniority within their designated timeframe. No employee shall be entitled to mark their vacation selection outside of their designated selection timeframe.

(c) There shall be a one (1) week period after the forty-five (45) day posting period to allow for any necessary readjustments of the vacation schedule. After this period has elapsed, there shall be no changes in the vacation periods chosen, unless by mutual agreement between the Company and the employee who is involved in the change.

(d) It is agreed by the Company and the Union that no bargaining unit Licensed Technician unless agreed to by the Company, shall overlap her vacation period with that of any other bargaining unit Licensed Technician. (Overlapping shall not include weeks in which a Licensed Technician takes an extra day due to a Statutory Holiday.)

15.04 The choice of vacation periods shall be based upon the bargaining unit seniority of the employees, with the most senior employees in all cases being given preference as to their choice of vacation periods.

15.05 At no time shall a senior employee be permitted to refuse to name her vacation date or dates to the detriment of other employees.

15.06 Any employee whose employment is terminated for any reason whatsoever shall receive her full vacation credits to which she normally would have been entitled pro-rated since the last vacation date upon which the vacation pay was calculated.

15.07 If an additional day's holiday is granted to an employee in lieu of holiday pay, such day will be taken at a time to be determined by the employee provided such employee gives the Company at least two (2) week's notice of when she intends to take such a day.

15.08 In the event an employee is off work and in receipt of Workplace Safety and Insurance Benefits or benefits under the Weekly Indemnity Insurance program, all such time off shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in all such cases.

ARTICLE 16 - PAID HOLIDAYS - MAINTENANCE DEPARTMENT

16.01 The following holidays shall be granted to each employee in the Maintenance Department:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	Easter Monday
	Family Day

The parties agree that Easter Monday is included above as a substitute for Remembrance Day.

16.02 Time-and-one-half shall be paid for all work performed on a "Paid Holiday" plus the holiday pay.

In the event that an employee does not work on any of the above named holidays, the basis of payment for each of the above holidays shall be one day's pay regardless of the day of the week on which the holiday is celebrated.

To qualify for any paid holiday, an employee must have worked fifteen (15) of the thirty (30) days preceding the holiday.

An employee shall not be penalized under this Article if:

- (a) he is on leave of absence as provided herein, except if such leave exceeds thirty-one (31) days.
- (b) he is absent because of illness or accident, except if such absence exceeds thirty-one (31) days.

ARTICLE 17 - VACATION PAY - TRANSPORTATION DEPARTMENT

17.01 Employees in the Transportation Department shall be entitled to vacation pay as provided for under the provisions of the Canada Labour Code as amended from time to time or the following provisions, whichever is greater and prorated for payment on each pay cheque.

The present vacation pay entitlement shall be as follows:

(a) Employees who have been employed for twelve (12) consecutive months from the date of employment and every subsequent anniversary date thereafter shall be entitled to vacation pay based on four percent (4%) of the employee's earnings.

or

(b) Employees who have completed six (6) consecutive years of employment from the date of employment and every subsequent anniversary date thereafter shall be entitled to vacation pay based on six percent (6%) of the employee's earnings.

17.02 Any employee whose employment is terminated for any reason whatsoever shall receive her full vacation credits to which she normally would have been entitled pro-rated since the last vacation date upon which vacation pay was calculated.

ARTICLE 18 - PAID HOLIDAY - TRANSPORTATION DEPARTMENT

18.01 The following holidays shall be granted to each employee in the Transportation Department:

New Year's Day	Thanksgiving Day
Good Friday	Easter Monday
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Family Day

18.02 Time-and-one-half shall be paid for all work performed on a "Paid Holiday" plus the holiday pay.

To qualify for any paid holiday, an employee must have worked fifteen (15) of the thirty (30) days preceding the holiday.

An employee shall not be penalized under this Article if:

- (a) he is on leave of absence as provided herein, except if such leave exceeds thirty-one (31) days, or
- (b) he is absent because of illness or accident, except if such absence exceeds thirty-one (31) days.

18.03 Holiday pay shall be calculated based on the employee's average earnings per day for the thirty (30) day period prior to the holiday.

In the event that an employee does not work on any of the above named holidays, this basis of payment for each of the above holidays shall apply regardless of the day of the week on which the holiday is celebrated.

If an employee was available to, and willing to work, but was prohibited from doing so for the following reasons:

- (a) bereavement
- (b) jury duty
- (c) crown witness
- (d) school bus breakdown, or an accident in which the employee was not at fault
- (e) school closures due to prohibitive weather conditions.

Such days missed as a result of same shall be considered as days worked for the purpose of this Article.

ARTICLE 19 - LEAVE OF ABSENCE FOR UNION BUSINESS

19.01 The Company shall, upon the written request of the Union at least ten (10) working days in advance, grant a leave of absence to two (2) employees in the driver classification who may be selected by the Union to attend to Union business for a period not to exceed fifteen (15) days. Such leave shall be without pay and without loss of any seniority that such employee would have otherwise accrued. However, the second driver being allowed off shall be contingent on the Company being able to maintain a sufficient workforce.

The Company shall grant to one (1) employee in the Mechanical Department a leave of absence for the above mentioned purpose and subject to the above mentioned terms on the following basis:

- (a) a total of fifteen (15) days in either of the months of July or August;
- or
- (b) a total of seven (7) calendar days which may only be taken in the months of October, November, March or April.

19.02 The Company shall grant a leave of absence to any one employee who is selected to fill an office in the Union provided that application for such leave is made at least one (1) month in advance. Any such leave of absence shall be without pay and without other benefits provided for in this Agreement but the employee's seniority shall continue to accumulate for a period of one (1) year and she shall maintain her seniority thereafter for a period of two (2) calendar years so long as she maintains her position with the Union.

ARTICLE 20 - LEAVE OF ABSENCE FOR PERSONAL REASONS

20.01 An employee may apply for a leave of absence for personal reasons giving the Company at least fifteen (15) days notice except in the case of an emergency. The Company agrees to give reasonable consideration to such requests and to grant same in accordance with the needs of its operations and the demands of its business.

20.02 An application by an employee or by the Union for a leave of absence and replies by the Company shall be in writing. The written reply from the Company shall be given not later than five (5) days from the date of request except that leaves of absence for one (1) day or less may be given verbally by the Supervisor.

20.03 MILITARY LEAVE

A leave of absence upon one (1) week of notice shall be granted to an employee for the purpose of allowing such employee to be provided with training in the Canadian Armed Forces, during peace time not to exceed 120 days per year. During such leave of absence, the employee's seniority shall continue to accrue. In the event that such employee serves in war time, such employee shall be considered on a granted leave of absence until she is discharged from duty and she shall have ninety (90) days to report back to work. Upon return to work the employee shall be re-instated to their former classification, rate of pay and with an accumulation of seniority for all time spent on such leave of absence. All such leaves shall be contingent on the employee providing the Company official documentation from the Armed Forces.

20.04 If a leave is granted as set out in both Article 19 and 20 above, a notice to that effect, signed by the Company and the employee, shall be sent to the Union.

ARTICLE 21 - MISCELLANEOUS LEAVES OF ABSENCE

21.01 (a) The **Location** Manager may grant an employee additional time off with or without pay upon request if reasonably required.

(b) The Company shall grant at least three (3) employees to be off at any one time for requested time off. Such request shall be on a first come, first serve basis and shall not exceed more than three (3) requests per school year, per employees providing the Company can maintain a sufficient amount of drivers to properly conduct their business.

ARTICLE 22 - JURY DUTY

22.01 The Company will grant a leave of absence without loss of seniority to an employee who is required to report for jury duty or serves as a juror, or who is subpoenaed as a Crown witness in any Court. The Company shall pay such employee the difference between her normal earnings and the payment she receives for jury report or for service as a juror or as a subpoenaed Crown witness in any Court. Such payment as foresaid includes payment for travelling, meals or other expenses.

The employee will present proof of service together with a recapitulation of the amount of pay and expenses which she has received, it being understood that an employee who attends in Court on her own time shall not be required to account for any monies received in respect of such attendance nor shall she be entitled to receive any payment from the Company.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 (a) Maintenance Department - The Company agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, son, daughter, parent, mother, father-in-law, sister, brother, grandchildren and grandparents), 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 her regular rate of pay. One (1) day off with pay in the event of the death of brother-in-law and sister-in-law.

(b) The **Location** Manager may grant the employee additional time off without pay if reasonably required.

23.02 (a) Transportation Department - The Company agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, son, daughter, brother, sister, parent, mother and father-in-law, grandchildren and grandparents) to allow the employee such time off as is necessary up to a maximum of three (3) days and to pay the employee the regular earnings that the employee would have otherwise earned for the regular A.M., P.M., and Noon runs and charters to which she has signed for. One (1) day off with pay in the event of the death of brother-in-law and sister-in-law.

23.03 The **Location** Manager may grant the employee additional time off without pay if reasonably required.

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Company agrees to maintain, proper **Health and Safety** conditions for employees throughout the buildings, vehicles, and places of work.

24.02 The Company further agrees to the establishment of a joint health and safety committee as per the Federal Labour Code.

24.03 The bargaining unit representatives on the Joint Health and Safety Committee shall be appointed by the Union. There shall be a minimum of the three (3) bargaining unit representatives appointed on the Joint Health and Safety Committee. Such representatives shall be as follows: one (1) from the Maintenance Department and two (2) from the Transportation Department. The Joint Health and Safety Committee will abide by the Canada Labour Code, Part II in conducting its business.

24.04 Employees shall abide by the rules as set out in the Company's Employee Handbook as well as all new and/or updated Company policies as they relate to the day-to-day activities related to our business. The Union and the employees agree that the Company's Employee Handbook and the branch specific policies and procedures are recognized and adhered to as they also meet the regulatory requirements and contractual obligations of our customers.

However, these rules and regulations shall not be contrary to any provisions as set out in the Collective agreement unless government authorities/ministries dictate or change regulations in accordance to federal/provincial or municipal laws during the term of this Collective Agreement.

ARTICLE 25 - VEHICLES AND EQUIPMENT

25.01 It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

25.02 **It shall be the duty of all employees to immediately report to the Company all defects in vehicles and equipment. Defective equipment forms shall be supplied to drivers on which to report defects in equipment. When a vehicle or equipment is found to have a defect rendering such unsafe, it shall not be returned to service until the repair has been completed and a technician has signed off on the repair.**

25.03 **It shall be the duty, function and responsibility of the Company to maintain all Company Vehicles and equipment in a safe and sound operating condition. Such shall be maintained in accordance with the Ministry of Transportation standards including all Company policies and those contained within the Drivers Log Book.**

25.04 **Employees will not be required to reimburse the Company for damages to equipment nor shall they be required to reimburse the Company for any towing expense or part thereof while going to, returning from, or during the course of a run. In addition, drivers will not be held responsible for damages while towing or pushing a vehicle, if instructed to do so by management, unless the employee has been proven negligent.**

25.05 The Company agrees to make available the necessary cleaning supplies for the drivers to keep their own buses clean, which shall include the daily sweeping of the buses and removal of garbage.

It shall be the mutual responsibility of the drivers of spare buses and the Company to maintain their interiors in a clean state.

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

ARTICLE 26 - BULLETIN BOARDS

26.01 Bulletin boards shall be maintained by the Company for the use of the Union for calling of meetings and other legitimate Union business. All notices shall, however, receive the prior approval of the **Location** Manager or her designate. If such approval is not received, the notice shall be returned immediately to the Union with a statement from the Company as to the reason or reasons for the refusal.

ARTICLE 27 - CHARTERS

27.01 A sign up form for all employees will be made available for Charter/Extra work, with the understanding that all drivers who wish to be listed on the "Charters/Extra Work Board" for the purpose of driving charters/extra work shall submit to the office personnel this form that shall be provided in August for work from September to December, additionally new form provided in December for work from January to June, additionally new form provided in June for work from July to August.

The above-mentioned forms shall be handed in by the driver on the month in which they were made available to the drivers (August, December, June), by the date indicated on the form. The form shall be signed and dated by dispatch upon submission and a copy provided to the driver at this time.

27.02 (a) Drivers active on the spare or casual list are not eligible for any extra work i.e. charters, unless the regular driver list has been exhausted.

If a charter group requests a specific driver, it will be at managements' discretion to allow that request. Public charters are the only charters that may be requested. The group requesting a specific driver must make the request in writing, if requested by the Union the Company shall provide a copy of the written request.

(b) An employee's name will be removed from the list after (3) refusals (of a minimum 24 hrs. notice).

A (D.O.T.) qualified employee's name will be removed from the United States charter list after (2) refusals (of a minimum 24 hrs notice).

A refusal shall not be considered as such if the Company has not provided a minimum of twenty-four (24) hours notice of Charter/Extra work. Drivers not available on occasion due to doctor's appointments, etc., must advise the Company in writing. Should this procedure be abused, the driver will be removed from the Charter/Extra work list for the remainder of the sign up period as referred to in Article 27.01.

(c) Drivers who want to work on their Professional Development day must sign the extra work form. A driver will be given an available run provided that run is a one day vacancy occurring on that driver's P.D. day.

27.03 Description of Charters

(a) Local Charters: Charters that operate within the Municipality of the City of Sault Ste. Marie, Prince Township and Garden River.

(b) District charters: Charters that operate within the boundaries of the District of Algoma.

(c) Highway Charters: Charters that operate outside the District of Algoma.

(d) School Charters: School serviced by the Company.

Notwithstanding the above, the following charters shall be considered to be district charters and such shall be paid in accordance with the rates as set out in Article 33.01 (b):

Searchmont, St. Josephs Island, Treetop Adventures, Aweres School Stokely and Garden River.

Garden River shall include the Garden River Recreation Centre, Community Centre, Sweat Lodge, and Healing Lodge.

27.04 (a) The Company will assign school charters according to the following criteria:

Drivers must be on the charter extra work sign-up sheet for each specific period.

All charters will be assigned first to the most senior driver with the required vehicle size who holds an AM run that completes at the originating school of charter up to 15 minutes after starting bell time.

Secondly to the driver with the most seniority, with the required vehicle size when possible.

All charters will be assigned first to the most senior driver with the required vehicle size who holds a PM run that starts at the destination school of charter up to 30 minutes before dismissal bell time.

Secondly to the driver with the most seniority, with the required vehicle size when possible.

All charters that are scheduled for after 15 minutes from bell start time or more than 30 minutes before bell dismissal time will be assigned to the senior most driver with the required vehicle size. There will be at least a 30 minute period between charters during this time spread.

Once a driver has been assigned a charter, the driver is committed to do that trip and cannot change.

If the charter is destined for the United States the driver must meet all D.O.T. requirements for operating in the United States. (United States charters are considered Highway Charters)

(b) The company shall assign Public Charters according to the following criteria:

Any charter not considered school, will be classified as public. Public charters will be assigned to the driver with the most seniority and required vehicle size, wherever possible.

Once a driver has been assigned a charter, the driver is committed to do that trip and cannot change.

If the charter is destined for the United States the driver must meet all D.O.T. requirements for operating in the United States. (United States charters are considered Highway Charters)

All charters will be assigned with the least impact on AM/PM runs.

- (c) The Company shall post all Highway charters as soon as they are booked, showing the departure date, departure time, departure point, destination and return date;

Drivers will be required to sign their name no later than 10:00 am on the fifth (5th) day prior to departure. The run shall then be assigned to the most senior applicant.

If the charter is destined for the United States the driver must meet all D.O.T. requirements for operating in the United States.

Once a driver has signed for a trip, the driver is committed to do that trip and cannot change.

Any bookings and/or trips not signed for will be assigned by the dispatcher to any available driver.

- (d) Resident district drivers shall have the ability to perform Charters / Extra Work provided they do not return to their place of residence more than once per day. District and City drivers must be available for the entire day if they sign up to perform charters/ extra work. Should a driver refuse an assigned charter(s)/ extra work based on the time of day, Article 27.02(b) shall apply.

- (e) Unauthorized use of a company vehicle may result in disciplinary action including but not limited to the loss of the ability to perform Charters / Extra Work until the next sign-up periods as referred to in Article 27.01.

27.05

- (a) Charter/shuttle assignments shall be a combined maximum of three (3) per day. Such shall be assigned on the basis of seniority in accordance with the provisions of this Article 27 and further providing the employee has the required vehicle size and that such charter/shuttle does not interfere with their regular A.M. and P.M. run.
- (b) Drivers who abandon their charter before its completion to go to another job or for personal reasons will be removed from the Charter/Extra work for the remainder of the term in place at the time.
- (c) The Company agrees to post the daily charter sheets in the drivers' room. The charters shall be posted in the morning following such charters. Charter sheets shall indicate the name of the driver who performed the charter, destination, and start time. Charter sheets in a binder shall remain posted for ten (10) calendar days. Employees are responsible for noting any misallocations and following the proper procedures as per Article 8 of the Collective Agreement.

ARTICLE 28 - TOOL INSURANCE - MAINTENANCE DEPARTMENT:

28.01 The Company agrees to provide Tool Insurance for Licensed Technicians in accordance with the Company Tool Insurance Policy hereinafter provided. The Company to pay a tool allowance of:

- Effective **June 30, 2013, two hundred and fifteen dollars (\$215.00)** payable in the month of October.

ARTICLE 29 - SAFETY SHOES - MAINTENANCE DEPARTMENT

29.01 The Company shall pay all employees a safety shoe allowance of:

- Effective **June 30 2013, one hundred and forty dollars (\$140.00)** every year payable no later than the first pay period in the month of December. Employees may combine two (2) years together.

Further, any and all other safety equipment that the Company may require employees to wear or use from time to time shall be provided for the employees and maintained by the Company free of charge to the employees.

The Company will provide gloves for the general helper (gasman) as required during winter months.

ARTICLE 30 - COVERALLS - MAINTENANCE DEPARTMENT

30.01 The Company shall provide all Mechanical Department employees with eight (8) clean coveralls every two (2) weeks, free of charge and a winter jacket. The Company agrees to provide a winter jacket every two (2) years if required and such jackets shall be cleaned in September of each year.

ARTICLE 31 - RATES OF PAY - MAINTENANCE DEPARTMENT

31.01

	Effective June 30, 2013 1.5% lump sum	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Licensed Technicians	Based on all 2012/2013 school year earnings	\$25.44	\$25.95	\$26.47
General Helper		\$11.52	\$11.75	\$11.99

31.02 Probationary employees shall receive 25¢ per hour less for the period of their probation.

31.03 Benefit Package - Maintenance Department - The Maintenance employees shall be covered by the hourly rated First Student Canada ULC Health Plan which shall include the following benefits:

Drug Plan	Short Term Disability
Dental Plan	Long Term Disability (if applicable)
Vision Care	

31.04 Maintenance Department - O.H.I.P. - The Company agrees to pay on behalf of all full-time Maintenance Department employees 100% of the total premium cost of O.H.I.P.

31.05 (a) Maintenance Department - Sick Leave - The Company agrees to provide each employee in the Maintenance Department with five (5) days sick leave at her regular rate of pay each year. The Company may require an employee to submit a Doctor's certificate in order to qualify for such payment.

(b) The Company agrees to pay each employee in the Maintenance Department 50% of all unused sick leave as described in Article **31.05 (a)** on the first pay of January of each year.

31.06 Maintenance Department - Pension Plan - Effective **May 26, 2013**, the Company agrees to enroll the Maintenance Department Employees into the hourly rated First Student Canada ULC Pension Plan.

31.07 Company will re-imburse Licensed Technicians for license renewal a maximum of \$60.00 once every three (3) years upon receiving paid receipt from Licensed Technician in month expense occurred.

ARTICLE 32 - RATE OF PAY - TRANSPORTATION DEPARTMENT

32.01 Time Formula - Definition: Based on time from which a driver makes her first pick-up of passengers to the point at which the last passenger is discharged and return to the point of the first pick-up via the shortest route for A.M., P.M., and K.P. regular school runs.

This rate of pay (formula) is deemed to include an allowance for all driver time with respect to reporting, performing circle checks, and travelling to and from pick-up and discharge points.

(a) on days when either the elementary or secondary school sections of a given run do not operate because of P.D. days, the payment for such days is to be based on time formula 0-45 minutes.

32.02 The Company will request drivers to submit run times for the purpose of implementing wage rates to the time formula. Drivers are to return the run time sheets to the office no later than **eight (8)** working days after they have been issued. **In the event a driver is absent due to illness or leave of absence and is unable to submit a run sheet within the time allotted above, the driver temporarily performing the run shall be required to submit the run sheet.**

Time Formula Rates for A.M. Runs Only

Time	Effective June 30, 2013 1.5% lump sum payment	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
0 - 45 Minutes	↑ 1.5% lump sum based on all 2012/2013 school year earnings. ↓	\$21.60	\$22.03	\$22.47
46 - 60 Minutes		\$22.43	\$22.88	\$23.34
61 - 75 Minutes		\$23.58	\$24.05	\$24.53
76 - 90 Minutes		\$24.80	\$25.30	\$25.81
91 - 105 Minutes		\$26.69	\$27.22	\$27.76
106 - 120 Minutes		\$28.31	\$28.88	\$29.46
121 - 135 Minutes		\$30.94	\$31.56	\$32.19
136 - 150 Minutes		\$32.46	\$33.11	\$33.77
151 - 165 Minutes		\$34.02	\$34.70	\$35.39
166 - 180 Minutes		\$35.65	\$36.36	\$37.09
181 - 195 Minutes		\$37.67	\$38.42	\$39.19

Time Formulas Rates for All Other Timed Runs (Excepting A.M. Runs)

Time	Effective June 30, 2013 1.5% lump sum payment	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
0 - 45 Minutes	↑ 1.5% lump sum based on all 2012/2013 school year earnings. ↓	\$21.38	\$21.81	\$22.25
46 - 60 Minutes		\$22.21	\$22.65	\$23.10
61 - 75 Minutes		\$23.35	\$23.82	\$24.30
76 - 90 Minutes		\$24.54	\$25.03	\$25.53
91 - 105 Minutes		\$26.43	\$26.96	\$27.50
106 - 120 Minutes		\$28.03	\$28.59	\$29.16
121 - 135 Minutes		\$30.64	\$31.25	\$31.88
136 - 150 Minutes		\$32.14	\$32.78	\$33.44
151 - 165 Minutes		\$33.69	\$34.36	\$35.05
166 - 180 Minutes		\$35.31	\$36.02	\$36.74
181 - 195 Minutes		\$37.29	\$38.04	\$38.80

32.04 The Company agrees to pay a driver if he or she performs a ½ run or less of and additional run or more than ½ of an additional run as follows:

	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
½ Run or Less	\$11.95	\$12.19	\$12.43
More than ½ Run	\$17.94	\$18.30	\$18.67

32.05

	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
City Charter or Shuttles	\$9.71	\$9.90	\$10.10
Late Runs	\$34.74	\$35.43	\$36.14

NOTE: City Charters - An additional seventy-five cents (\$0.75) will be paid for each additional pick up or drop off. Should the Company require drivers to shuttle a school more than one (1) run, the driver will be paid an additional half (½) the charter rate for the shuttling.

The Company agrees to pay employees for all waiting time on Charter Runs, at the Waiting Time rate, provided such Waiting Time exceeds fifteen (15) minutes over the scheduled departure time. It shall be the responsibility of the driver to inform the Branch when the group is five (5) minutes late in order to give the Company time to ensure the group is out as quickly as possible. Once we arrive at minute sixteen (16), payment is made from minute one (1).

32.06 Driver Instructor - Rate for performing duties of Driver Instructor will be as follows:

	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Driving Instructor	\$13.65	\$13.92	\$14.20

**ARTICLE 33 - DISTRICT AND HIGHWAY CHARTER RATES OF PAY -
TRANSPORTATION DEPARTMENT**

33.01 The Company agrees to pay the following rates for charter runs:

District Charters

	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Driving Time	\$12.00	\$12.24	\$12.48
	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Waiting Time	\$10.64	\$10.85	\$11.07

Highway Charters

	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Driving Time	\$13.90	\$14.18	\$14.46
	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Waiting Time	\$10.64	\$10.85	\$11.07

(b): SPECIFIED REGULAR CHARTERS

SPECIFIED REGULAR CHARTER	Effective June 30, 2013 (1.75%)	Effective June 30, 2014 (2.0%)	Effective June 30, 2015 (2.0%)
Searchmont	\$23.99	\$24.47	\$24.96
Stokley	\$15.68	\$15.99	\$16.31
Tree Top Adventures	\$15.68	\$15.99	\$16.31
Mountain View	\$15.68	\$15.99	\$16.31
Aweres School	\$12.00	\$12.24	\$12.48
Garden River Recreation Centre	\$12.00	\$12.24	\$12.48
Garden River Community Centre	\$12.00	\$12.24	\$12.48
Garden River Sweat Lodge	\$12.00	\$12.24	\$12.48
Garden River Healing Lodge	\$12.00	\$12.24	\$12.48

Driving time rates contained within this scale shall be deemed to be for a “one-way” trip. The same waiting time rates as Article 34.01 shall apply.

ARTICLE 34 - CHARTER - OTHER TRANSPORTATION DEPARTMENT

34.01 Meal Allowance - District and Highway Charter - The Company agrees to reimburse employees for meal expenses up to the following amounts upon presentation of receipts by the employee:

	Meal Allowance Rate (1.75%) Effective June 30, 2013	Meal Allowance Rate (2.0%) Effective June 30, 2014	Meal Allowance Rate (2.0%) Effective June 30, 2015
After 5 Hours Away	\$10.24	\$10.44	\$10.65
After 12 Hours Away	\$21.04	\$21.46	\$21.89
After 24 Hours Away	\$32.11	\$32.75	\$33.41

The driver may elect to eat upon completion of her run and/or charter and in this event the driver shall submit their meal receipts the following day. This shall also apply to Article 35.01 above.

34.02 Accommodation Allowance - Highway Charters - The Company agrees to pay a driver in advance her estimated meal allowance and hotel accommodation on charters which require the same. The cost of prearranging room accommodation shall be done at the Company's expense.

34.03 Layover - At Destination - The Company agrees to pay employees two (2) hours pay at the waiting time rate, for each full six (6) hour period at the destination of the run.

34.04 Miscellaneous Charter Expense - The Company shall pay in advance, in cash or cheque, sufficient monies to cover the following expenses while performing any charter run where such expenses will be incurred. Credit cards may be given for gas and oil in lieu of cash or cheque:

- Gas
- Oil
- Tolls
- Bridge Crossing Fee or Similar Expense
- Credit Card

Prior to a credit card being given, the driver shall be provided and familiarized with the credit card policy.

On trips that are in excess of 200 miles or more and where it is known that a credit card may not be of use, or cannot be used for the purchase of fuel, the Company shall then provide the drivers with sufficient funds for the purchase of sufficient fuel for the trip.

In the event that a driver is issued monies by cheque, there shall be 5.5 clear open banking hours time between the issuing of the cheque and the scheduled departure time. Further, if such trip in whole or in part is to be in the United States, that portion of the estimated monies shall be issued in U.S. FUNDS. If 5.5 clear open banking hours is not possible, all monies then shall be issued in cash. Any unexpected legitimate expenses not anticipated shall be reimbursed upon receipt, upon the driver's return.

34.05 PLUG-IN ALLOWANCE

All **resident** district **drivers** authorized to keep Company vehicles at an **approved park out location or their residence that are required to plug in their buses** shall be entitled to forty (\$40.00) dollars net payment per year. Such payment to be made by **April 1st** of each year.

ARTICLE 35 - BREAKDOWN PAY

35.01 The Company agrees to pay employees for all time after fifteen (15) minutes over the regular time of the run at the rate of:

	Wage Rate Effective June 30, 2013 (1.75%)	Wage Rate Effective June 30, 2014 (2.0%)	Wage Rate Effective June 30, 2015 (2.0%)
Breakdown Pay	\$10.58	\$10.79	\$11.01

until the vehicle is mobile again or until the employee has been provided alternate transportation. Such payment shall be in addition to the regular rate for the run save and except that payment shall not be made in cases of employee negligence. Once this clause has been activated at minute sixteen (16), payment shall be made from minute one (1).

ARTICLE 36 - CANCELLED RUNS

36.01 The Company agrees to pay any employee her regular run rate if the run is cancelled after she has started her run.

36.02 In the event that an employee reports as scheduled to the Company premises for the purpose of performing a school run and is advised that the school run has been cancelled, the employee shall be paid a reporting allowance in the amount equal to one hundred percent (100%) of the amount the a.m. school run would have normally paid. It shall be the responsibility of the Company to notify drivers whose departure times are prior to 7:00 a.m.

All other drivers will be notified of cancellations through a telephone call from the Company and/or over the radio stations Q104 and/or Mix100 starting at 7:00 a.m. It shall be the responsibility of the driver to listen to updates from the media. The Company will pay one hundred percent (100%) of the amount the regular a.m. school run would have normally paid.

36.03 Conditions Premium - In the event that the schools or a school is closed by authority and direction of the school board and a driver is required thereafter to make a pick-up or perform a school run, in consideration of such circumstances and conditions (such conditions being inclement weather), the Company agrees to pay the driver for all time after fifteen (15) minutes over the regular time of the run at the rate of:

Effective June 30, 2013 : Ten dollars and fifty eight cents (\$10.58)
Effective June 30, 2014 : Ten dollars and seventy-nine cents (\$10.79)
Effective June 30, 2015 : Eleven dollars and one cent (\$11.01)

ARTICLE 37

37.01 Non Bargaining Unit Persons - No member of Management or persons except those covered by this Collective Agreement shall be allowed to perform any school run, in whole or in part or any charter of any nature that could be performed by a member of the bargaining unit. This shall not apply:

- (a) if there exists a driver shortage, a driver shortage shall mean there are not drivers available, capable or willing to perform the school runs or charters;

- (b) it is agreed between a majority of the Union's stewards to waive this section due to special circumstances;
- (c) in cases of driver training performed by D.D.S.O.;

In all cases of (a) above, the Company shall advise the Chief Steward, upon request, as to what school runs have been performed by non bargaining unit persons.

37.02 Log Books - All log books and other such required documents shall be supplied by the Company to all employees who require same free of charge.

37.03 T-4 Income Tax - It shall be the Company's responsibility to show on each employee's annual T-4 slip the full amount of Union dues paid by such employees during the previous calendar year.

ARTICLE 38

38.01 Passenger Suspension Notices - Students whose transportation privileges have been cancelled shall have their names and addresses transmitted to all concerned drivers.

38.02 The maximum hours an employee will be required to be on duty in any day shall not exceed the Ministry of Transportation regulations and/or D.O.T. regulations in the United States.

The maximum hours an employee will be required to drive in any day shall not exceed the Ministry of Transportation regulations and/or D.O.T. regulations in the United States.

38.03 If a driver is notified of a charter and such notice is less than two (2) hours prior to the departure time of the charter, and is not allowed a thirty (30) minute lunch break between the hours of 9:00 a.m. and 3:00 p.m., they shall be paid a meal allowance as contained in Article **34.01** at the "after five (5) hours away" rate.

38.04 When a bus breaks down, a driver may only leave the bus after following all sleeping child check policies and regulations and ensuring all passengers are picked up. The dispatcher shall not unreasonably withhold permission to leave the bus in particular during the months of December, January, February and March.

38.05 Employees who are required to deliver a bus to a destination locally other than the Company's garage shall be paid in accordance with breakdown pay rates.

38.06 The Company agrees to pay a minimum standby allowance of:

Effective June 30, 2013 : Eleven dollars and eighty-three cents (\$11.83)
Effective June 30, 2014 : Twelve dollars and seven cents (\$12.07)
Effective June 30, 2015 : Twelve dollars and thirty-one cents (\$12.31)

provided this allowance is then applied to any trip, run, or charter which a driver may be required to perform. Providing such work is provided within forty-five (45) minutes from when the standby commences.

38.07 Passenger Conduct - The Company agrees that if problems with school passengers worsen or arise, they will use every effort to correct the problem immediately, and they will meet with the Union upon request to do so, for the purpose of reaching a solution.

38.08 The employees agree to advise the Company of any and all changes to their route so as to allow the Company to keep route sheets up-to-date at all times. Any route or stop changes to be approved by office before implementation. At anytime driver is to change route assignment, driver giving up route is to ensure written copy office has is correct and no unauthorized route or stop changes have been taking place.

Receiving driver is to totally familiarize themselves with new route before starting out on run. The Company encourages drivers to take a dry run to orientate themselves with the route area and school loading/unloading areas.

38.09 DRY RUNS

The Company agrees to pay all regular run driver employees for performing a "Dry Run" for their a.m., p.m. or package run at the rate of **twenty dollars and sixty-six (\$20.66) cents. Dry runs shall be performed at the beginning of the school year. In addition, should a driver successfully bid on a new permanent a.m. or p.m. run during the November sign-up period as referred to in Article 13.02, she shall be entitled to perform a second dry run upon being awarded the new route. Employees will be required to fill out a "dry run" verification form that shows the date of the "dry run", and the route number prior to submitting for payment.**

ARTICLE 39 - DURATION

39.01 The parties hereto agree that this Collective Agreement becomes effective as of **September 1, 2012**, and shall remain in full force and effect until **June 30, 2016**, and shall continue in full force and effect from year to year thereafter, unless in any year, not more than ninety (90) days and not less than sixty (60) days, before the date of termination, either party shall have furnished the other with notice of termination or proposed revision of this Agreement. In the event that negotiations for the renewal of this agreement continue pass the expiry date, the provision of this agreement shall continue in full force and effect until such renewal is effected or until the conciliations procedures under the Federal Labour Code have been exhausted, whichever event first occurs.

SIGNED THIS _____ DAY OF _____, 2013 .

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

NANCY HAYES-SHEEN
Bargaining Committee Member

EVA SICOLY
Assistant Location Manager

MARVIN GAUTHIER
Bargaining Committee Member

MIKE CASEY
Area General Manager

LARRY SHAULE
Bargaining Committee Member

DAVID HARRIS
Senior Vice-President
Eastern Canada

DONALD KING
Bargaining Committee Member

ROB CULLEN
Representative

DERIK J. McARTHUR
Director- Region 8
U.F.C.W. Locals 175 & 633

SCHEDULE "A"
Attached hereto and forming part of their Agreement

The following behaviour on the part of an employee may be considered as misconduct. Repeated infractions of these offenses twice (2) in any school year shall render the employee to be subject to disciplinary action:

- (a) interring with funerals and parades
- (b) the utilizing of safety devices for purposes other than that for which they were provided
- (c) failure to record or otherwise report gasoline quantities when filling up Company vehicles at Company pumps
- (d) failure to take reasonable action to enforce No Smoking on board Company vehicles.

It is agreed that the following conduct on the part of an employee is considered to be a serious infraction of the Company's rules, and will render the employee subject to dismissal:

- (a) failure to report mechanical defects in vehicles as found while performing daily vehicle circle checks in vehicles under an employee's control
- (b) failure to complete accident reports
- (c) admitting responsibility for the occurrence of an accident to anyone other than an official of the Company
- (d) defacing Company equipment or bulletin boards
- (e) smoking while in charge of a bus while passengers on board
- (f) failure to perform daily vehicle circle checks
- (g) employees shall make every reasonable effort to give the Dispatcher twenty (20) minutes advance notice if they cannot report for duty as scheduled
- (h) failure to report vehicle's "NO START" away from the Company property at least **fifteen (15)** minutes prior to starting time
- (i) towing or pushing another vehicle with the company's vehicle without the expressed consent of Management
- (j) failure to complete school purposes Vehicle Log Book

COMPANY - TOOL INSURANCE POLICY

POLICY

I This tool policy applies to all divisions of First Student Canada ULC.

II This tool policy is to be on file in the shop(s) of each division.

III PROVISIONS

1. Company will insure tools to a maximum of \$15,000.00. Losses exceeding \$15,000.00 will be the responsibility of the Licensed Technician.
2. Only tools stolen or damaged as the result of an evident break-in, accident or disaster will be covered.
3. Only tools kept in a locked tool box when not in use will be covered.
4. When a secure storage area is provided for Licensed Technicians' tool boxes, they must be in that area when not in use.
5. Only tools listed by the Licensed Technicians on the tool inventory form and signed (by the shop manager) will be considered for reimbursement.
6. All reimbursements will be based entirely on the manager's current copy of the Licensed Technician's tool inventory list and the values stated therein.
7. First Student Canada ULC, Inc. retains the right to replace the tools with comparable quality tools or to pay the claim in at the company's price, in cash.

IV LICENSED TECHNICIAN'S RESPONSIBILITY TO ASSURE COVERAGE:

1. Provide the shop manager with an accurate list of the tools in her possession in the shop. The list must include: description of the tools, manufacturer of each tool, tool number (if known), proof of tools added to the original inventory and their value, if purchased new.
2. Supply a tool box, secured by a functional lock, which is large enough to accommodate all of her tools. The Licensed Technician is responsible to lock up her tools before leaving the shop.
3. Licensed Technicians who want to insure any amount of unapproved tools in excess of \$15,000.00 are advised to obtain their own additional insurance coverage, independently of First Student Canada ULC.
4. All tools that are to be covered under the First Student Canada ULC Insurance Program must be entered on Form EM-013-1 with proper approval.

LETTER OF AGREEMENT #1

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

(1) It is understood and agreed that the present fuelling procedures will remain consistent throughout the term of this collective Agreement. Providing fuelling ability is maintained on the property.

(2) The Company agrees to pay one hundred percent (100%) of the cost of medical certificates for drivers licence renewals effective as of **May 26, 2013** to a maximum of one hundred (\$100.00) dollars with receipt stating same and submitted within five (5) days of receipt. New employees shall be reimbursed the cost of their medical examinations after they have successfully completed their probationary period. Such reimbursement shall be on a separate cheque with no deductions.

(3) Transportation Department

The Company agrees to pay the following rates for all mandatory safety meetings, **retraining of existing drivers, license renewal exam, accident re-evaluation and/or new technology training.**

Effective **June 30, 2013:** **\$12.27 per hour**
Effective **June 30, 2014:** **\$12.52 per hour**
Effective **June 30, 2015:** **\$12.77 per hour**

SIGNED THIS _____ DAY OF _____, 2013.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #2

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

This letter shall in all respects form a part of the Collective Agreement held between the parties.

Casual drivers shall have their own seniority list for the purpose of this letter. Casual drivers shall be on probation for ninety (90) trips or one hundred and twenty (120) days, whichever comes first.

There shall be a maximum of ten (10) casual drivers on the list. **Such list shall remain posted in the driver's room and revised when Casual Drivers are added to or removed from the list.**

Once casual drivers complete their probationary period, their names shall be added to the above-mentioned list and their spare driver seniority date shall be their hire date.

All casual drivers must be available for a minimum of four (4) shifts per week in order to maintain their casual driver seniority.

Casual drivers must give the dispatcher each week a list of their available shifts for the following week.

Should a regular driver request and is allowed to transfer to the casual driver list, she shall be placed on the bottom of the casual driver seniority list and her seniority date shall be the first day she drives as a casual driver.

Should a casual driver be a successful applicant for a regular driver position, she shall be added to the bottom of the regular driver seniority list with her seniority date being the first day she begins driving as a regular driver.

SIGNED THIS _____ DAY OF _____, 2013.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #3

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

This letter shall in all respects form a part of the Collective Agreement held between the parties.

The Company agrees to post a list of all routes including the names of the drivers performing such routes within two (2) weeks subsequent to the August and December route awards referred to in Article 13.02. Spare drivers who are assigned runs that remain vacant after a sign-up period shall have their names posted on the same list which shall contain their name and the route to which they were assigned. Assigned routes shall be noted as "assigned" on the list.

In addition to the above, the Company agrees to retain a record of driver transfers to include previously held routes (including shuttles) as well as routes to which they have transferred into in accordance with Article 13 (Job Posting / Sign-up procedure / Notice of routes). Records shall be kept for one (1) rolling year from approval of route selection or route assignment. Such record shall include date of route selection approval or route assignment as well as the route the driver transferred from including whether that route was a permanent or temporary route. Such list shall also contain notation of regular or spare board drivers transferring to/from the casual driver's seniority list and the dates of such transfers.

The above documentation shall be made available to the Chief Steward and / or Union office upon request.

SIGNED THIS _____ DAY OF _____, 2013.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #4

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

RE: Time Limits

This Letter of Agreement shall, in all respects be considered as forming a part of the Collective Agreement held between the parties.

Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without having notified the other party of its final position on any given grievance in writing.

Should either party serve notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Canada Labour Code in so doing.

SIGNED THIS _____ DAY OF _____, 2013.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #5

BETWEEN: **FIRST STUDENT CANADA ULC - Sault Ste. Marie Division**
(hereinafter referred to as "the Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA**
LOCAL 175
(hereinafter called "the Union")

RE: MAINTENANCE DEPARTMENT – LICENSED TECHNICIAN LEAD HAND

This letter shall in all respects form a part of the Collective Agreement held between the parties.

It is agreed that effective May 26, 2013, the Company shall select a Licensed Technician classified employee to perform the duties of "Licensed Technician Lead Hand." The role of the Licensed Technician Lead Hand shall be to provide ongoing support to the Maintenance Manager including, but not limited to, replacing him in periods of absence.

It is agreed that notwithstanding the provisions of Article 10 (Seniority), such selection shall be at the discretion of the Company. The selected individual shall be paid a premium of one (\$1.00) dollar per hour over his hourly rate on all hours paid.

In the event the Company decides to appoint an alternative Licensed Technician Lead Hand, it agrees to meet with the Union to convey and discuss the reasons for the reappointment. It is agreed that no employee shall be removed from the Licensed Technician Lead Hand position in an unfair, arbitrary or discriminatory manner.

SIGNED THIS _____ DAY OF _____, 2013.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Location Manager

ROB CULLEN
Representative