

SEP 23 2015

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COLLECTIVE AGREEMENT

BETWEEN:

**FIRST STUDENT CANADA
KENORA**

AND

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

This document combined with all previously agreed items represents the offer of settlement from the Company and is subject to ratification by members of the bargaining unit. Any outstanding proposals not addressed in this document are deemed withdrawn. Should the members of the bargaining unit fail to ratify this memorandum of settlement the Company reserves the right to withdraw any or all proposals. This offer is unanimously recommended by the Union Negotiating Committee.

ARTICLE 1 - PURPOSE

1.01 The purpose and intent of this Agreement is to promote co-operation and harmony, and to establish mutually satisfactory relations among the Company, its employees and the Union and to provide for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions among employees of the Company who are subject to the provisions of the Agreement. Now therefore the Company and the Union mutually agree as follows:

1.02 Where the male terms "he, his or him" are used throughout this Agreement, the female terms "she, hers or her" shall equally apply.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the United Food & Commercial Workers Union, Local 175 as the sole and exclusive bargaining agents for all drivers of First Canada ULC carrying on business as First Student Canada working at or out of its Kenora Ontario Branch save and except supervisor, persons above the rank of supervisor, dispatchers the shop foreman, trainees, office and clerical staff.

2.02 Commercial Workers Education and Training Fund

The Employer agrees to contribute \$250 per year to the UFCW Local 175, Education and Training Fund.

ARTICLE 3 - RELATIONSHIP

3.01 The Company agrees that effective the date of ratification, all new employees shall make application and become members of the Union within thirty (30) days of their employment. All employees who were members prior to the date of ratification shall remain members. A spare driver shall be defined as a person who cannot be scheduled for a regular run and is available on a day to day basis. The Company shall distribute Membership Applications to new employees and when returned by the employee shall be forwarded to the Union office with each month's Dues Deduction sheets.

3.02 Both the Union and the Company agree that no discrimination of any kind will be practised against any employee by reason of sex, race, colour, creed, religion, or national origin.

3.03 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

3.04 The Company agrees to distribute a copy of the Collective Agreement to each new employee.

ARTICLE 4 - CHECK-OFF

4.01 The Company agrees to deduct from wage due and payable to each employee coming within the scope of the bargaining unit in each calendar month, the regular monthly Union dues. Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.

The required Union initiation fee will be deducted by the Company from new employees' pay, from which the first dues deduction is made.

The Company will transmit the total amounts so deducted to the Secretary-Treasurer of Local 175 United Food and Commercial Workers, 2200 Argentia Rd., Mississauga, Ontario, L5N 2K7, on or before the fifteenth (15th) day of each month of the month following the deduction. 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 being attached to the remittance cheque. 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 current information, as known by the Company.

1. Full name (Last/First/Initials)
2. Union Dues deducted
3. Total dues deducted
4. Back dues owing
5. Initiation fees deducted
6. Total initiation fees deducted

The Company will show the amount collected for Union dues on the employees' T-4 slip each year.

The Union agrees to save the Company harmless from any action growing out of the agreed deductions and commenced by employees against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Secretary-Treasurer of the Union.

In addition, the Company agrees to distribute the UFCW sign-up card to all new employees at the time of hire. The Company will forward the completed card to the appropriate Union official or office. The Company will also distribute a collective agreement to all new employees.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the Company and the direction of the working force are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, promote, demote, classify, transfer, suspend employees and retire employees in accordance with the Company's retirement policy, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein-after provided;

(c) make, enforce and alter, from time to time, reasonable rules and

regulations to be observed by the employees;

(d) determine the nature and kind of business conducted by the Company, the number, frequency and speed of runs, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the qualifications of employees, the extension, limitations, curtailment or cessation of operations or any part thereof, or the subcontracting of any work currently performed by members of the bargaining unit, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

ARTICLE 6 - NO STRIKES NO LOCKOUTS

6.01 During the term of this Agreement, the Union agrees there will be no strike and the Company agrees that there will be no lockout.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Company agrees that for the purpose of carrying on administration of this Agreement, a full or part-time representative of the Local Union shall have the right, after obtaining the permission of the manager, which permission shall not be unreasonably withheld, to visit the property of the Company, to interview employees regarding Union matters, provided such visit does not interfere with employees performing their work.

7.02 The Company recognizes the right of the Union to appoint or elect a maximum of three (3) Shop Stewards in the Unit and three (3) for the Negotiating Committee. The time spent negotiating the renewal or amendment to this Collective Agreement shall be without pay.

7.03 The costs related to the Negotiating Rooms shall be shared by the parties.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement which concerns interpretation, application, operation or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.

8.02 Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented within ten (10) working days following the event

giving rise to such grievance shall be forfeited and waived by the aggrieved party.

8.03 The procedure for adjustment of grievances, complaints or disputes by an employee shall be as follows:

Step 1: (a) By a discussion between the employee and the employee's immediate Supervisor.

Step 2: (b) Failing to reach a satisfactory settlement in Step One (a) a discussion between the Union Steward (who should be accompanied by the involved employee) and the employee's immediate Supervisor. The Employer shall respond in writing.

Step 3: If the Employer's response in Step Two is unsatisfactory, the Union shall state the grievance in writing and the Union Representative or Representatives shall take the matter up with the Company official designated to handle Labour Relations. The Company may arrange a meeting or respond in writing to the Union's written grievance.

If a Union Steward is the initiator of a grievance, a second Union Steward shall accompany the Grievor during the discussion with the Employer.

8.04 If a satisfactory settlement cannot be reached, then upon request of either party within ten (10) working days of receiving the written decision, the matter may then be referred to a Board of Arbitration selected as per Article 10.

8.05 Disciplinary action is to take place within ten (10) working days of date of incident.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing and addressed to the other party. This notice shall also contain the name of the Nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall, within fourteen (14) calendar days after receiving the notice, advise the other party of the name of its Nominee to the Arbitration Board. The two (2) Nominees of the parties shall within a period of thirty (30) working days select a Chairman of the Arbitration Board. If they are unable to agree upon a selection of a Chairman of the Board with the time limit specified, they shall then request the Minister of Labour for Ontario to appoint an impartial Chairman. The decision of the Arbitration Board shall be final and binding upon both parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board but in any event, the decision of the Chairman shall govern.

9.02 No person shall be appointed as a Nominee to an Arbitration Board who has been involved in an attempt to settle the grievance or who has acted as a paid Agent or Solicitor for either party.

9.03 Each of the parties shall bear the expense of its own Nominee to the Board of Arbitration and the parties shall jointly and equally bear the expenses, if any, of the Chairman.

9.04 An Arbitration Board shall not make any decision inconsistent with the terms of this Agreement nor shall it alter, modify or amend any part of this Agreement.

9.05 It is understood that, in the event of there being a group or Policy grievance or Company grievance, same may be submitted by the Union or the Company in written form, and in this event, the procedure of presenting a grievance shall commence from presentation of the written grievance to the Manager in accordance with Step 2 of the Grievance Procedure.

9.06 Where either party chooses to use a single arbitrator such persons shall be substituted for a Board of Arbitration.

9.07 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 such 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 Ontario Labour Relations Act in so doing.

ARTICLE 10 - SENIORITY

10.01 It is agreed that seniority (determined by date of hire) shall be followed at all times, that is the granting of preference to the more senior employees in matters of scheduling regular runs, layoff and recall after layoffs provided the more senior employee is able to perform the functions of the job required. Spare drivers shall be called in by seniority from among those who indicate they are available at least seventy-two (72) hours in advance.

10.02 An employee will be considered on probation for the first three (3) months and will have no seniority rights during that period. After three (3) month's

service, his seniority shall date back to the day on which his employment began. The dismissal, layoff or failure to recall after layoff of a probationary employee shall not be subject of a grievance and the dismissal, layoff, failure to recall after layoff, or discharge of a probationary employee shall be deemed to be for just cause.

10.03 The seniority lists containing the full names of each of the employees in the bargaining unit shall be compiled in order of the employee's last date of hiring. The Company shall post copies of the seniority list on the bulletin board. Revised seniority lists showing the names and dates of hiring for all employees hired into the scope of the bargaining unit and deletion of those who have left the Company's employ since the previous lists were compiled shall be posted on the bulletin board in the first week of October and the first week of March of each calendar year and copies of same shall be forwarded by the Company to the Union office. Once posted, the seniority list shall remain posted until the next posting.

10.04 When a vacancy occurs for a regular run or if a new regular run arises, the Company shall post notice of such vacancy 1 week in advance (5days in advance for temporary vacancies) or regular run on the bulletin board, (initialled by a Steward who will be given a copy on request) on the day the Company is aware of such, stating the rates of pay for each. The Notice shall be kept posted for five (5) working days and filled no later than the seventh (7) day. The Company shall fill the vacancy during the posting period, or any temporary vacancy by seniority. The employees shall make application in writing to the office and applications will be accepted up to 3:00 p.m. on the 5th day following the posting date. Successful applicants will be selected on the basis of seniority and must be able to perform the regular run on a daily basis. A regular run shall mean any trip requested by a School Board for the transportation of children from home to school or from school to home on a daily basis for the term of the school year. All vacancies for regular runs that fall within the scope of the bargaining unit shall be posted in accordance with this paragraph, and shall be filled as soon as possible.

In the event of the elimination of runs, all runs will be re-posted and rebid in accordance with Article 10.01.

Any route posting affecting three route changes, the company will have the right to assign the forth allocation of said route to a spare.

A temporary vacancy shall be posted and filled if such vacancy is expected to be required for more than twenty-one (21) calendar days. Only the first temporary vacancy need be posted and when the temporary vacancy expires, the employee shall return to their former run.

Employees unable to report for a scheduled shift will provide the employer

with a minimum of four (4) hours notice whenever possible. Failure to provide proper notice may result in discipline.

10.05 The Company may use spare drivers as they are required in the opinion of the Company.

10.06 All School Bus Charters shall be offered by seniority on a rotation basis among employees who indicate a desire by signing a list in the Dispatch Office, to perform such work. A list shall be posted in the Radio room and updated daily. Pool Charters shall be divided into eight (8) days lots and offered the same as other Charters but on a separate list. Charters shall be posted in the Radio room one week in advance and shall be dated and timed as to when they were received except on those occasions when charters are of short notice. When pool/charter come up, the employer will call the list. If the member is not home when called a message will be left and the employer will continue calling the list. It is the employees responsibility to return the call.

It is the Company's responsibility to cover the regular run of the Employees as assigned to Charters as above.

10.07 When regular drivers are unable to perform their runs, for any reason, including charter assignment, such runs shall be offered to other regular drivers first, by seniority, provided it does not interfere with their regular run.

10.08 Summer School Bus Charters shall be offered by seniority.

10.09 Definitions of a Regular Driver:

A Regular Driver is a driver who is scheduled for a Regular Run (as defined in Article 10.04) and who is able to perform the Regular Run on a daily basis.

10.10 When a Regular Driver becomes a spare driver, his/her seniority date shall remain unchanged. If a Spare Driver becomes a Regular Driver, the date that he/she becomes a Regular Driver shall be his/her new seniority date.

10.11 After all full-time routes have been canvassed, any routes left over may be filled by a person willing to commit to either an a.m. or p.m. portion of the run for the school year, by seniority. If a full-time person becomes available they will have the ability to take over both parts of the run.

ARTICLE 11 - TERMINATION OF SENIORITY

11.01 Seniority rights of employees shall be lost and employment terminated for any of the following reasons:

(a) if an employee voluntarily leaves the employ the Company,

(b) if an employee is discharged for just cause and the employee is not reinstated through use of the grievance procedure,

(c) if an employee fails to notify the Company in writing or personally notifies dispatch or manager of his intention to return to work after summer layoff at least seven (7) days prior to commencement of the school year.

(d) is off work for a continuous period of twelve (12) months or the length of the employee's seniority whichever is the shorter, except for a bona fide illness or injury,

(e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given,

(f) if a Regular Driver accepts gainful employment that interferes with the employee's regular schedule with the company without first obtaining the consent of the Company in writing,

(g) is absent from work for two (2) consecutive days without notifying the Company unless notification impossible.

(h) In the case of spare driver, if he/she does not advise the Company of his/her availability for a period of one (1) month.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The Company agrees to grant a Leave of Absence to two (2) employees at any one time, who are required to attend a Union Convention or Conference dealing with Union or related affairs. Such leave of absence shall be for no longer than thirty (30) calendar days and the employee shall be required to give the Company at least two (2) week's notice in writing of such required leave of absence, except in case of emergency, providing such leave does not interfere with the Company's operation. Such leave shall be without pay.

12.02 The Company agrees to grant an annual Leave of Absence to one (1) employee at any one time who is elected or appointed to a full-time position with the Local Union or the United Food and Commercial Workers International Union. On return to employment from such leave of absence, the employee shall be reinstated to his former job or a similar job in accordance with his seniority rights. Such leave shall be without pay.

12.03 Female employees requiring maternity leave will be entitled to a leave of

absence without pay and without loss of seniority from eleven (11) weeks before the expected date of delivery to seventeen (17) weeks after the date of delivery, provided she is certified by her doctor as medically fit to return to work. In cases of physical complications, the employee upon request shall be granted an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks.

Parental Leave will be granted in accordance with the Canadian Labour Code.

12.04 The Company may grant a leave of absence without pay or loss of seniority if an employee requests such in writing to the Company and the Company shall reply in writing within seven (7) days whether the leave has been granted or not. All requests must state the first and last date of the leave and the reason for the request. The granting or refusal of leaves of absence will be considered on its individual merit.

Requests for single days off and approvals thereof must be done in writing. Upon request a Union Steward will be shown a copy of the leave granted in writing.

12.05 It is agreed that in cases of a death of a regular employee's parent, child, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-laws, brother-in-laws, step-parent, step-child, step-brother or step-sister he shall be granted up to three (3) consecutive days leave of absence without loss of pay, to attend the funeral, provided the employee was scheduled to work. Such leave will end on the day immediately following the funeral. Additional time off shall be granted without pay if requested by the employee.

ARTICLE 13 - JURY DUTY

13.01 When a regular employee is called upon to serve on a jury or is summoned as a crown witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular wages for a period of up to five (5) days.

13.02 Employees required by the Company to appear in court as a witness in any case directly affecting the Company will be paid in the same manner as 13.01.

ARTICLE 14 - HOLIDAYS

14.01 General holidays and general holiday pay will be in accordance with the Part III of the CLC.

The holidays are as follows:

New Years Day
Good Friday
Victoria Day
Canada Day
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Family Day will be substituted for Remembrance Day as per the provisions of the Code. Remembrance Day will be paid at time and one-half rate.

CLC 196. (2) An employee whose wages are calculated on a daily or hourly basis shall, for a general holiday on which the employee does not work, be paid at least the equivalent of the wages the employee would have earned at his regular rate of wages for his normal hours of work.

14.02 All employees shall be entitled to a minimum of five (5) days off per year on regular working days if requested when one (1) week's notice has been given, provided that the granting of such leave does not interfere with the Company's operation and such days off will be without pay.

ARTICLE 15 - VACATIONS

15.01 Employee's vacation allowance will be calculated based on the employee's continuous service with FirstCanada ULC in any of its operations.

- An employee with less than five (5) years of service will receive vacation pay at the rate of four (4%) percent of the wages. "Wages" does not include overtime pay, termination pay or vacation allowance.
- An employee with at least five (5) full years of service will receive vacation allowance at the rate of six (6%) percent of wages. "Wages" does not include overtime pay, termination pay or vacation allowance.
- Employees with ten (10) full years of service will receive vacation allowance at the rate of eight (8%) percent of wages. "Wages" does not include overtime pay, termination pay or vacation allowance.

ARTICLE 16 - BULLETIN BOARD

16.01 The Company agrees to permit the Union to post notices of meetings and other Union business on the bulletin board. It is agreed, however, that such notices (except Meeting Notices) must first be approved by the Company, but approval will not be unreasonably withheld.

ARTICLE 17 - WAGE RATES AND CLASSIFICATIONS

17.01 Wages

Regular Route – rate per day \$60.00

Paid daily for two (2) runs (one morning and one afternoon with kilometers as detailed below).

Wheelchair Route - rate per day \$60.00

Paid daily for two (2) runs (one morning and one afternoon with kilometers as detailed below).

Wheelchair premium of \$2.00 per chair per am and pm run.

Kilometer Payment

All routes are based on and include up to 75 kilometers calculated on the distance travelled in a.m. from the first pick-up point to the school via the specified route and return to the first pick-up point by the most direct route and the reverse routing in the p.m. Kilometers over 75 are paid an additional \$0.21 per kilometer and include the following duties:

- pre-trip and post-trip inspection;
- fuelling;
- internal bus washing/normal cleaning; (The Employer will provide employees with the normal cleaning supplies necessary to do the cleaning);
- normal paperwork (log book, fuel sheets, pay sheets, defect slips, data required by the Department of Education ("Green Sheets") hours of service log and up to ten (10) route direction sheets per year (not to exceed two (2) per month);
- cleaning of mirrors and windows
- travel to and from parking yards.

17.02 Charters are paid at \$15.00/hour minimum 2 hour callout.

- Drivers operating overnight charters will be reimbursed \$10.00 for breakfast, \$10.00 for lunch and \$20.00 for supper upon presentation of receipts. Payment for meals will be dependent on the operational time of the charter.

Example: Charters commencing before 6:00 a.m. will be paid

for breakfast, after 6:00 a.m. will not receive payment for breakfast. Lunch and supper will be dependent on working at noon and 6:00 p.m.

- Drivers operating same day charters in excess of 10 hours will be reimbursed \$15.00 for one meal upon presentation of details receipts.

Where necessary, driver accommodation will be supplied.

17.03 Snow days or foul weather days to be paid for at 50% of regular schedule route rates. These are days which are cancelled by the consortium and the company.

17.04

- Training and accident re-evaluation will be paid at \$15.50 per hour.
- Safety meeting will be paid at \$15.50 per hour.
- External bus washing will be paid at \$15.00 per hour (only upon managers approval)

17.05 The Company shall provide the employees' rates of pay for each pay period upon request by the employee.

17.06 All employees called in and reporting for hourly charter work shall receive a minimum of two (2) hours pay if charter is cancelled.

17.07 Dry Run: A route driven by an employee driving an empty bus prior to the beginning of the school year and at other times as determined by the Employer to familiarize themselves with the route and confirm posted timing and stops will be paid at \$30 per route.

17.08 Two dollars (\$2.00) per wheelchair will be paid for the a.m. and p.m. runs.

17.09 All Mandatory meetings will be paid at the applicable hourly rate from start to finish.

The Company must provide transportation to all mandatory out of town meeting.

17.10 The Company will reimburse drivers, upon presentation of a receipt, for the full cost of the MTO medical required to maintain their driver's licence.

17.11 Drivers granted permission by the Company to park-out will be compensated \$125.00 for the period of November – March. Amounts will be pro-rated for park-out periods of less than 5 months.

Company monetary proposal is as follows:

Effective August 1, 2012 daily regular and wheelchair route rates will increase by 2.00%.

Effective August 1, 2013 daily regular and wheelchair route rates will increase by 2.00%.

Effective August 1, 2014 daily regular and wheelchair route rates will increase by 2.00%.

Training and Safety meeting rates contained in 17.04 will increase by the same percentages as shown in the route rates above.

Charter rates will increase to \$17.00 per hour effective August 1, 2012 and to \$18.00 per hour effective August 1, 2014.

ARTICLE 18 - SAFETY AND HEALTH

18.01 The Company further agrees to the establishment of the Joint Safety Committee which will be composed of two (2) employees appointed by the Union and two (2) representatives of the Company. The duties of the Committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. It shall also be the Committee's responsibility to be reviewing all accidents occurring at First Student Canada ULC and deciding as to whether these accidents are preventable or non-preventable. The Committee shall meet regularly at mutually agreeable times for the purpose of discussing safety problems and as the need arises, but in no event shall such Committee meet less than four (4) times in a calendar year. These meetings will not interfere with the Company operations.

18.02

Roles and Responsibilities:

The Employer shall make all reasonable provisions for the occupational safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Employer. It is the responsibility of all employees to wear safety equipment which is supplied, to observe safe working practices and to report unsafe conditions to the Employer. All rights and privileges established under the laws of the Province of Ontario in respect to health & safety shall form part of this Agreement.

ARTICLE 20 – GENERAL

20.01 Pay Equity Act

The Union wishes to discuss its obligation under the Pay Equity Act.

The Union proposes to develop and/or maintain a Pay Equity Plan with the Employer.

The Union and the Employer agree to form a representative committee to work towards a Pay Equity Plan or updating its current plan.

The Employer agrees to cover the lost time wages of any employee involved in the Pay Equity Plan process.

The Company agrees to post the Pay Equity Plan in accordance with the Pay Equity Act.

20.02 Meeting Rooms (re: Negotiations)

50% - The Employer shall pay the cost of the meeting rooms for all negotiations, including conciliation, mediation and interest arbitration.

20.03 Cost of Printing Collective Agreement

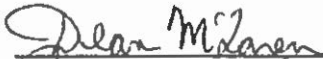
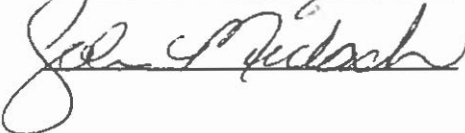
50% - The Employer shall pay the costs of the printing of the Collective Agreements.

ARTICLE 21 - EXPIRATION AND RENEWAL


21.01 This Agreement shall be effective from October 27, 2011 and shall continue in full force and effect up to and including July 31, 2015 at which time it shall be automatically renewed for a further year unless either party gives written notice to the other party, not more than ninety (90) days prior to the expiry date of its desire to enter into negotiations from the revision or renewal of or any part of this Agreement.

Signed this 28th day of March 2012

FOR THE UNION

FOR THE COMPANY



LETTER OF UNDERSTANDING #1

BETWEEN:

FIRSTCANADA ULC.

AND:

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

The Company will not contract out driving while regular employees are on layoff or available to do the work.

LETTER OF UNDERSTANDING #2

BETWEEN:

FIRST STUDENT LTD

AND:

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

Both parties agree to establish a Labour/Management Committee which will meet a minimum of every two (2) months during the school year. The Committee shall consist of a maximum of two (2) members from the Union and a maximum of two (2) members from management.

Each party shall advise the other of their agenda at least one (1) week prior to the meeting. Emergency situations will be dealt with on an ad hoc basis by mutual agreement between the parties.

Letter of Understanding

BETWEEN:

**FIRST STUDENT CANADA
KENORA**

AND

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

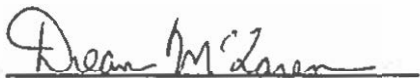
On ratification the members will choose by majority vote one of the following articles to be included in the collective agreement.

- 1) Only vacant regular bus routes will be bid every year before the school year begins and will be bid by seniority two weeks prior to the first day of school.

Signed this 28th day of March 2012

FOR THE UNION

FOR THE COMPANY







Letter of Understanding

BETWEEN:

**FIRST STUDENT CANADA
KENORA**

AND

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

The Parties of this agreement do hereby agree as follows:

1. The Sioux Narrow route will remain separate from the bidding process as long as a driver living in Sioux Narrows is available. If no local driver is available in Sioux Narrows the route will be bid on a temporarily basis until such time a driver local to Sioux Narrows becomes available.

Signed this 28th day of March 2012

FOR THE UNION

FOR THE COMPANY





