

COLLECTIVE AGREEMENT

Between

**FirstCanada ULC O/A
FIRST STUDENT CANADA
CORNWALL**

and

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



Effective from: July 1, **2011** to June 30, **2014**

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COLLECTIVE AGREEMENT

between

First Canada ULC O/A FIRST STUDENT CANADA CORNWALL

(Hereinafter referred to as the "Company")

and

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

(Hereinafter referred to as the "Union")

ARTICLE 1: PREAMBLE AND PURPOSE

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

ARTICLE 2: RECOGNITION

- 2.01 The Company recognises LOCAL **4266** National Automobile, Aerospace, Transport and General Workers Union of Canada (CAW Canada) as the sole and exclusive bargaining agent for all employees of **FirstCanada ULC carrying on business as First Student Canada, employed at or out of its Cornwall, Ontario branch and/or its garage in Martintown, Ontario excluding the shop foreman, supervisors and those above the rank of supervisor, office, clerical and sales staff, safety officers and driver trainers.**

- 2.02 The word "employee" in this Agreement shall name the employee for whom the union is the bargaining agent as set out in Clause 2.1.
- 2.03 The following articles and any clauses and or sub-clauses contained therein apply solely to the maintenance and garage employees: 24.
- 2.04 The following articles and any clauses and or sub-clauses contained therein apply solely to the school bus transportation employees: 11, 12, and Schedule B.
- 2.05 **Definitions**
- (a) **Company:**
- Company shall mean FirstCanada ULC, known as the Cornwall Branch.
- (b) **Union:**
- Union shall mean the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), bargaining units Locals 4266 and its members and officials recognized in this Collective Agreement.
- (c) **Parties:**
- Parties shall mean those defined by Company and Union.
- (d) **Employee:**
- Employee shall mean a person employed by the Company and who is working in a position covered by this Collective Agreement.
- (f) **Casual Employee:** is defined as a driver who is not available for an assigned school run or is not waiting for an assigned school run or is not a charter driver.
- (h) **Gender:**
- Whenever the masculine or feminine gender is used in this Agreement it shall refer equally to either or both genders, singular or plural.

ARTICLE 3: UNION SECURITY

- 3.01 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly union dues, as determined by the Union in accordance with its constitution.
- 3.02 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 3.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex. On commencing employment, the employee's immediate supervisor shall make every effort to introduce the new employee to his/her local chairperson at the earliest time possible. The local chairperson will provide him/her with a copy of the Collective Agreement. The manager will provide the name, address and telephone number of the new employee to the local chairperson.
- 3.04 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than the fifteenth (15) of the month following the date in which the deductions are made.
- 3.05 However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages and this is brought to the attention of the Company within (30) thirty days of the date the dues are due to the Union, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all the amounts deducted pursuant to the provisions of this clause shall terminate at the time it remits the amounts payable to the Union.
- 3.06 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of the Clause of this Agreement, all parties shall co-operate fully in defence of such action.

Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any deduction or deductions from payrolls.

- 3.07 All employees shall be required to sign an authorisation card (supplied by the Union) for the purpose of becoming a union member and authorising the Company to deduct monthly union dues as a condition of their continued employment with the Company. This clause will become effective June 30, 1988.
- 3.08 The Company further agrees to supply said Union with name, occupation, phone number and address of each employee covered by this Agreement at the monthly labour management meeting.
- 3.09 Each new employee when hired by the Company shall be subject to the preceding clauses and shall sign an authorisation card.
- 3.10** The Company will maintain a regular bi-weekly pay period and such pay earned by the employee shall be deposited by direct electronic payroll deposit into the employee's bank account with a recognized Canadian financial institution.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that the Company has all the normal and usual rights of management in running its business in all respects according with its obligations, including the following:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim for an employee that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the grievance procedure;
 - (c) Generally to manage its business in all respects and in accordance with its obligations, and in a manner consistent with the provisions of this Agreement.
 - (d) Make and alter from time to time regulations and policies that are just, reasonable and fair. The Company agrees that it shall provide the Union with a copy of those regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the

Union with reasonable advance notice on the establishment of new regulations or policies, or on amendments to current regulations or policies. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any regulation or policy, or any amendment to regulation or policy. The Union shall seek discussion as early as possible so that there will not be any unreasonable delay before regulations or amendments to regulations are implemented.

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

4.02 No Discrimination

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

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

4.04 With 48 hours notice, an employee may request in writing two (2) times a year to review his own work record on the employer's files. Employees will also be granted this request at the conclusion of any discipline that may occur during their employment.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.01 During the term of this Agreement, the Union agrees that it will not call, authorise, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined in the Canada Labour Code.
- 5.02 It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive , or do work for or on behalf of any company where a strike is in progress. School runs normally operated by First Canada ULC may be performed even if there is a strike at a school providing the loading or unloading is arranged adjacent to the school property.

ARTICLE 6: UNION COMMITTEE

- 6.01 The Union reserves the right to appoint or otherwise select both a negotiating committee and a grievance committee. The negotiating committee will consist of three (3) members, and the grievance committee will consist of three (3) members, which includes the local chairperson.
- 6.02 The Company and the Union agree that a labour management committee will be established as soon as possible and schedule monthly meetings for the purpose of discussing matters of mutual concern. Meetings between the Company and the Union committee shall be held at times mutually agreeable to both parties, not normally during working hours. A statement outlining the matters for discussion will be submitted by each party prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union. The Union agrees to reply in writing noting its agreement or pointing out any inaccuracies in the minutes.
- 6.03 The Union shall notify the Company in writing of the names of its officers, local chairperson, members of its grievance committee and negotiating committee.
- 6.04 The Company shall notify the union in writing of its officials who have functions under this Agreement and stating their function.
- 6.05 For the purpose of carrying on administration of this Agreement, a representative of the Union shall have the right to visit the property of the company. The representative obtains the approval of the manager or his nominee before visiting any property of the Company. Consent will not be unreasonably withheld.
- 6.06 The local chairperson of the Union **has** regular duties to perform on behalf of the Company. **He/she** will not absent themselves from their regular

duties in order to deal with grievances or other union business, without management consent.

- 6.07 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner that will permit employees to attend.
- 6.08 The Local Chairperson or acting local chairperson shall be granted a leave of absence with pay, not to exceed six (6) hours per month, for investigation, consideration, adjustment of grievances and union business that is related to the business of the employees, provided that in granting such leave of absence the employer will not be required to pay overtime rates to any relieving employee.**

ARTICLE 7: GRIEVANCE AND ARBITRATION

- 7.01 The parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration, application or interpretation of this Agreement shall be adjusted or finalised as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the union grievance committee in order to investigate and participate in grievance matters, and the union agrees that the members of its committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the company's operations. The Company agrees that it shall not prevent the committee from properly fulfilling its obligations to investigate and settle grievances.
- 7.02 An employee, who has completed his probationary period, will not be disciplined or discharged without an investigation, and without just cause.
- 7.03 Management shall not call in any grievor to discuss the grievance with the employee unless the local chairperson or his designate is present.
- 7.04 Before a complaint is lodged, the employee shall discuss the matter with the Manager or designate.**
- 7.05 Subject to the terms of this Agreement which relate to the investigation following administration of discipline or the decision of the company to discharge an employee, or an employee who feels he had been unjustly dealt with, the following procedure shall be followed:

Step Number One

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

Step Number Two

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

Step Number Three

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

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

- 7.06** No matter shall be submitted to a board of arbitration that has not been properly carried through previous steps of the grievance procedure in accordance with the Agreement.
- 7.07** The Union shall have the right to initiate a policy or a group grievance and the Company shall have the right to initiate a grievance at Step 2 of the grievance procedure and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances. A Policy grievance shall not be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee or could be the subject of a grievance filed by an employee. A group grievance is defined and limited to one which alleges incorrect interpretation or application of the collective agreement involving a matter of concern to a group of employees, arising out of the same facts.

The Company shall respond within ten (10) working days of receipt of the grievance.

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

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

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

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

Discipline

7.12 An incident record relating to employment will remain in the driver's personnel files unless there has been an eighteen (18) month period where no similar incident has occurred. If no similar incident has occurred within the eighteen (18) month period, the record will be removed from the employee's personnel file.

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

7.14 When the nature of the alleged offence is one in which dismissal and/or discipline is contemplated, no employee may be held out of service for investigation of any charge against him for a period longer than three (3) working days without the holding of a hearing by the Company concerning such matters, and the employee must be notified at least one (1) working day in advance of such hearing, and the local chairperson shall receive a copy of the notices. **In any interview involving the discipline of an employee, the employee will be accompanied by up to 2 members of the grievance committee. This clause shall be applicable to any complaint or accusation that may be detrimental to an employee's advancement or standing in the company, whether or not it relates to his/her work.**

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

Arbitration

- 7.16 Grievances that have been processed according to the grievance procedure, which cannot otherwise be disposed of, between the Company and the Union, shall be arbitrated in the following prescribed procedure.
- 7.17 A request for the arbitration of a grievance shall be made in writing by one party or the other, and such request shall contain the names of three (3) persons acceptable to the requesting party as arbitrator.
- 7.18 Ten (10) days after receipt of the request for arbitration, the other party shall select as arbitrator, one (1) of the three (3) persons named in the request, or submit to the requesting party three (3) names of persons acceptable as arbitrator.
- 7.19 If the parties are unable to agree on the selection of an arbitrator within fourteen days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the parties shall jointly request the Federal Minister of Labour to select an arbitrator, and his decision shall be final.
- 7.20 Pending the decision of the arbitration procedure there shall be no stoppage of work by the employees.
- 7.21 The decision of the arbitrator shall be final and binding on the parties. **The parties will equally bear the expense of a sole arbitrator.**
- 7.22 If applied for in writing prior to the expiration, the time limits provided herein may be extended by mutual agreement.

ARTICLE 8: SENIORITY

- 8.01 (a) Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoff, permanent route reduction of the work force, and recall. Seniority shall operate on a bargaining unit wide basis.

(b) Probationary Period

It is recognized that a period of probation is a period during which the employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Company, acceptable for employment. It is therefore recognized and agreed that probationary employees may be released or dismissed during the probation period. **In**

addition, it is understood that such termination is held to a lesser standard. A newly hired employee shall be on probation for a period of forty-five (45) worked days within the school year from the date first worked. A newly hired employee on probation shall be paid at the regular rate of pay. After completion of the probationary period, seniority shall be effective from the original date of hire.

- 8.02 When two (2) or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:
- (a) The employee who obtains his class B license first shall have preference on the seniority list.
 - (b) In the event of a dispute, they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the accredited representative of the Union.
 - (c) Work will be awarded on an employee's proximity to the work involved. Work will be awarded to the senior employee within ten (10) kilometres of any portion of the route.
 - (d) There shall be separate seniority lists, one for school bus drivers and one for maintenance employees.

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

Driver Seniority Lists

- (a) School Bus Driver seniority list for all drivers except casual drivers.
- (b) Charter Drivers

Seniority shall begin the day of licensing.

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

- 8.04 An employee who has resigned from the Company and is subsequently rehired at a later date **will be subject to the above probationary period** will have seniority from the date of rehire.

8.05 Loss of seniority

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

- (a) **He/she is terminated and not reinstated through the grievance procedure.**
- (b) He/she resigns in writing
- (c) He/she is absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the Company, unless such notice was not reasonably possible.
- (d) He/ she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of his current address. An employee recalled for casual work or for employment of short duration, at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
- (e) If the employee fails to comply with the terms of a leave of absence granted to him/her.
- (f) If he/she is laid off for a period in excess of **twenty-four (24)** consecutive months.
- (g) He/she retires.

8.06 Recall

- (a) In the event of layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority, such that the most senior employee shall laid off last and recalled first.
- (b) Employees returning to work after regular school breaks shall be reassigned to the routes they previously operated.

8.07 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas break, the school Spring break and the school summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs.

It is the responsibility of the employee on layoff during the summer vacation period to notify the Company (by August 1st) of his/her intention to return in September.

At that time, the re-opening of the school shall be deemed in the normal course to constitute a recall notice, which shall be deemed to have been given. A failure to return to work in accordance with this Clause shall be deemed to be a resignation.

- 8.08** Prior to the start of the school year annually, drivers will maintain their previous years school route unless the route is discontinued, the driver wishes to give up their previous year school route or the headcount of the schools serviced is reduced by more than 50% in which case the route would be posted. The open runs will be posted prior to start-up. In the case where more than one driver is affected by the same route change, the senior driver shall be given the first choice of the altered route.

Drivers not wishing to continue with their routes must notify the Company no later than August 1st.

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

Effective October 1st of each year, the regular posting procedure as per Article 8.12 will commence for those open runs **or unassigned routes**.

- (b) Should any run be cancelled after the start of the school year a driver shall be allowed to exercise his/her seniority to another run held by the most junior employee. The driver run rate will be the greater of the new run or the cancelled run for the balance of the school year.
- (c) Should a recent posting become vacant, the Company shall refer to the original posting for reassignment within thirty (30) days of the original posting.

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

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

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

- (b) Extra work will be assigned to available drivers by seniority. Extra work will be posted and drivers may sign for the extra work in which they are

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

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

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

- (c) In the case of short term book off (less than five (5) days) or late notice book off (less than 24 hours) this work will be assigned by seniority in the following order:
1. Regular drivers providing it would not interfere with their regular assignments.
 2. Charter drivers providing it would not interfere with their charter work already assigned and providing they can do the term of the work assigned.
 3. New drivers waiting for runs.
 4. Casual drivers.

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

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

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

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

ARTICLE 9: HOURS OF WORK

9.01 School Bus Transportation Drivers

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

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

The Company agrees to a thirty (30) minute allowance for charters commencing on Saturday or Sunday.

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

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

9.04 Route Surveys

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

The Company will investigate and if necessary make adjustments to route times. Should no adjustment be made the Company will provide the employee and Union with the details. Nothing in the

agreement supersedes the rights of the employee to seek redress through the grievance procedure.

ARTICLE 10: PROMOTIONS

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

ARTICLE 11: CHARTERS (SCHOOL BUS DRIVERS)

- 11.01 The Charter Posting will be posted year to year. Drivers may add or remove their name from the list at any time, provided they have completed their probationary period, and must do so in writing to the company. A copy of the list shall be given to the local Chairperson once a month at labour management meetings.
- 11.02 The Charter posting will consist of three lists as follows:
- List 1. **In Town** Charters (See attached map – Appendix “A”)
- List 2. Out of Town Charters
- List 3. Weekends **Charters** (Charters **commencing between 5 p.m. Friday and 23:59 Sunday**)
- 11.03 (a) A summer work posting for July and August will be posted from June 1 to June 15 each year. All summer work will be assigned from this list as detailed in 11.4 below. **(see LOU back of Contract)**
- (b) Any driver requesting to give up their line or parts run or bus washing for July and August, may do so. If the driver makes this request, they will be re-assigned to their line or parts run or bus washing in September. Drivers must advise the Company of this request no later than June 1st. Driver’s assigned to these runs or bus washing will forego any vacation time-off during these months.
- 11.04 Special summer work and charters will be assigned by seniority and rotation within each list and category. List 1 in town charters will also be assigned by region. Charters will be assigned in the following order:
- (see Letter of Understanding as to new name for Summer Work)**
1. Charter drivers by seniority
 2. School bus drivers on the charter list

3. Casual drivers

- 11.05 Local charters will be assigned 24 hours in advance and out of town charters will be assigned 48 hours in advance. Charters booked at less than the above notice times will be assigned by two-way radio or by the most efficient way. Seniority will be recognized where possible. A driver will be permitted to refuse a last minute assignment without penalty. If a driver accepts such work, the Company will note that a charter has been assigned to that driver on the charter roster list.
- 11.06 Drivers will be contacted by two-way radio on their AM route and will have until 11:00 a.m. of that day to respond. Failure to respond will result in that driver's name being skipped but remain in the rotation order for the next assignment.
- 11.07 Charter Drivers will not be assigned to scheduled programs.
- 11.08 Drivers refusing four (4) consecutive assignments in any one category will have their name removed from that category for the balance of the school year.
- 11.09 (a) The Company will determine the number of full time charter driver positions. The number will depend on the estimated business and past experience.
- (b) The following runs, replacement drivers are to be selected from Charter List #1 (day time local charters) for late runs, co-op runs and noon hour runs.
- The following runs, replacement drivers are to be selected from Charter List #3 (weekends and evenings) for Saturday line runs and Sunday runs.
- 11.10 New charter driver positions and vacancies will be posted for five (5) days. Applicants will be selected according to seniority and qualifications.
- 11.11 (a) Drivers requested to stand by or called in for charters which are subsequently cancelled who receive less than two (2) hours notice of the cancellation will receive payment for two (2) hours at the charter rate of pay.
- (b) A driver who is scheduled for a charter which was for eight (8) hours or more, which is subsequently cancelled without at least a minimum of two (2) hours notice before they leave home, will receive three (3) hours at the charter rate of pay.
- (c) If the customer reschedules a charter, it will remain assigned to the original driver. If the driver is not available they will resume their place in

the rotation according to seniority with no wage payment, or they can accept the cancellation payment and move to the bottom of the rotation.

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

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

(b) **If a Union Representative loses a charter in order to conduct local workplace Union work, he/she will be assigned the next charter.**

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

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

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

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

\$8.00 for breakfast
\$12.00 for lunch
\$25.00 for dinner

\$45.00 Total

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

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

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

ARTICLE 12: SERVICING COMPANY VEHICLES (SCHOOL BUS DRIVERS)

- 12.01 (a) A premium payment equal to fifteen (15) minutes of the Special Work Rate for vehicles parked within the city boundaries.

A premium payment equal to thirty (30) minutes of the Special Work Rate for vehicles parked beyond the city boundaries.

Twenty-four (24) hours notice will be given to the driver when possible.

- (b) If the driver is requested to wait for a repair to be completed on their assigned vehicle, the driver will submit a timesheet. If a driver receives any compensation under this section of the Agreement, it shall be at the Special Work Rate.

ARTICLE 13: PAID HOLIDAYS & VACATION PAY

- 13.01 All employees will be paid the following eleven (11) holidays per year:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Holidays will be paid according to a school bus driver's regular rate of pay. School bus drivers not posted to a regular school run will be paid the average of their actual pay for the preceding ten (10) working days.

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

- 13.03 Holiday pay shall be calculated as per Canada Labour Code.

- 13.04(a)** All vacation **pay amounts** shall be calculated **annually** on the basis of **earnings** from the first pay period in **July** to the last pay period in **June**. Employees shall receive vacations on the following basis:

- (b) All employees with less than one (1) year of service shall receive vacation with pay at the rate of four (4%) percent of his gross earnings for that year.
- (c) Employees who have maintained an employment relationship with the Company of one (1) year or more shall receive a vacation **entitlement** of two (2) weeks, **with pay equal to** four (4%) percent of his gross earnings of the previous **July-June period**.
- (d) Employees who have maintained an employment relationship with the Company of five (5) years or more shall receive a vacation **entitlement** of three (3) weeks, **with pay equal to** six (6%) percent of his gross earnings of the previous **July-June period**.
- (e) Employees who have maintained an employment relationship with the Company of ten (10) years or more, shall receive a vacation **entitlement** of four (4) weeks, **with pay equal to** eight (8%) percent of his gross earnings of the previous **July-June period**.

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

13.06 **Maintenance Vacations**

- (a) Employees shall submit their vacation request(s) for the upcoming vacation year (June 1st to May 31st) by March 1st of that year. The Company will review such requests and, taking into consideration operational requirements, will provide confirmation of such requests to the employees by March 31st. Where there is a competing request, the Company will attempt to resolve this in favour of the more senior employee, provided that this does not cause operational difficulties. The Company will inform the union of such conflicts and, should the more senior employee not receive his requested vacation time, provide an explanation for the decision.
- (b) Unless mutually agreed, employees who do not apply for vacation prior to the first of March shall be required to take their vacation at a time prescribed by the Company, except in cases of illness or a leave of absence.
- (c) Maintenance employees will follow the vacation entitlement schedule as established in Article 13 of this agreement. Provided that the employee is taking vacation in time periods of or greater than one (1) week, the vacation pay for that period of time will be paid to the employee prior to the taking of vacation. For periods less than one (1) week, the employee's pay will continue as per a normal pay period.

- 13.07** Separate cheques shall be issued for vacation pay and calculated for income tax, E.I. and C.P.P. in accordance with the amount of vacation pay.

ARTICLE 14: LEAVE OF ABSENCE

- 14.01** An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 14.02** Upon written request of the Union and/or local chairperson, employees delegated and attending general business of the union shall be granted leave of absence with pay for that purpose. The Union and/or local chairperson will give as much advance notice as possible prior to the effective date of the requested leave of absence. A maximum of three (3) drivers shall be granted leave of absence **with** pay at any one time unless a specific arrangement has been made between the local Chairperson and division manager.

The employer shall invoice the Local Union once per month for lost wages and benefits for said leave.

- 14.03** The name of the employee who is on authorised leave of absence shall be retained on the seniority list.
- 14.04** An employee shall resume his former run on return from leave of absence, unless the employee has varied the time specified for the leave of absence. In this case, the employee shall resume work at the earliest possible date following receipt of return notification by the manager. If the leave of absence is for reasons other than illness, the employee shall resume his duties at a time specified by the Company. The Company may grant a leave of absence without pay to an employee for legitimate reasons and the request for the leave and granting of the leave shall be in writing.
- 14.05** An employee, who because of non occupational illness or injury requires absence from work, shall furnish evidence to the manager of such illness or injury. The employee shall furnish supplementary medical evidence of disability from time to time, as requested by the employer. Failure or refusal to furnish such evidence of disability, or failure to attend a medical examination, will be deemed to be just cause for the termination of the employee's employment and seniority. Before any employee on disability may return to work, he must satisfy the Company that he is able to perform the work required.

An employee absent from work due to sickness may be required to furnish a 'Doctor's Note' to substantiate such illness. If the illness is three days or less, the employee will be reimbursed for the cost of

such note. If the illness is greater than three days, the cost will be borne by the employee.

- 14.06 Leave of Absence will not be granted to an employee to pursue other employment.
- 14.07 The granting of a leave of absence will be based upon the ability of the Company to cover regular scheduled work.
- 14.08 Military leave may be granted as a leave of absence which will not be unreasonably denied.

ARTICLE 15: PAID JURY OR COURT WITNESS DUTY LEAVE

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

ARTICLE 16: SAFETY AND HEALTH

- 16.01 The Company agrees to institute and maintain all precautions to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II ("CLCII").
- 16.02 The Company further agrees to the establishment of a joint Health & Safety Committee which will be composed of two (2) employees appointed by the Union and two (2) representatives of the Company. The duties of the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. It shall also be the committee's responsibility to review all Category 1 accidents occurring at the Branch for the purpose of recommending methods by which to avoid such accidents from occurring in the future. The committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year. If circumstances make additional meetings necessary, they should be held during or outside regular hours, whatever is required.

- 16.03 Two co-chairpersons shall be elected every two years by and from the members of the committee. One co-chair shall be a union member, the other shall be a company member. Co-chairpersons will be trained and certified by the THSAO; this training time will be compensated according to whichever is greater 1) Normal Daily Rate or 2) 8 hours at the cover rate.
- 16.04 The minutes of the Health & Safety Committee shall be recorded and signed by the co-chairpersons, distributed to the committee members, posted on the bulletin boards and sent to the local union.
- 16.05 The Health & Safety Committee functions will include but not be limited to the following per the CLCII:
- Consider and expeditiously dispose of health and safety complaints;
 - Participate in the implementation and monitoring of programs for the prevention of workplace hazards;
 - Participate in the development, implementation and monitoring of programs to prevent work place hazards;
 - Participate in all of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;
 - Participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
 - Ensure that adequate records are kept on work accidents, injuries and health hazards;
 - Cooperate with health and safety officers;
 - Participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures;
 - Investigate and assess the exposure of employees to hazardous substances;
 - Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once a year.
- 16.06 Through the provisions of the CLCII, employees have the right to be informed of known or foreseeable hazards in the workplace and to be

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

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

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

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

- 16.09 It is understood that there is a specific obligation on the part of an employee to immediately report to the Company an accident involving a company vehicle.

It is also understood that the employee must file a complete report with the Company as soon as possible or within 24 hours of the accident. Time at the police station or collision reporting centre, filling out an accident report will be compensated at the non-revenue rate regardless if the accident is Category 1 or Category 2.

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

- 16.11 An employee will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses.
- 16.12 The company will contribute **seventy-five dollars (\$75.00) in Year One, eighty dollars (\$80.00) in Year Two and eighty-five dollars in Year Three** to the cost of a medical, for the renewal of Class "B" licenses **upon submission of a receipt**
- 16.13 Permission to park a company vehicle at an employee's residence will be at the sole discretion of the company. This permission will not be unreasonably withheld provided that,
- (a) There is a safe and legal parking location
 - (b) There is no cost to the company
 - (c) Total dead head is not greater than if the route were operated from the company depot
- This permission will be reviewed when the route operated changes.
- Parking arrangements agreed to prior to January 1, 2000 will remain in effect unless the employee changes routes.
- 16.14 As a matter of practice, a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he leaves in order to have its engine warmed up during periods of extreme cold.
- 16.15 Drivers are expected and required to engage in a daily circle check of their vehicle (note defects and sign their log book) prior to leaving for runs. It is further agreed that drivers will co-operate with Ministry of Transportation of Ontario Officials if requested to submit to a CVOR inspection. The inspection report will be submitted to the office as soon as possible after the inspection.
- 16.16 Company scheduled school bus safety evacuation exercises and all safety programs will be offered first to the drivers serving the school by seniority, then to the other drivers by seniority from the extra work list for the driving part of the session and will be paid at the special work rate. The person doing the presentation will be selected from the posted list, by seniority, and will be paid 1x charter rate.
- 16.17 **Category 1 Accidents**
- Employees who have three (3) Category 1 accidents in any twenty-four (24) month period may be terminated.

ARTICLE 17: WORKPLACE HARASSMENT

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

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

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

Harassment Is Not

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

Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to

it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

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

Investigation

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Branch Chairperson.

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

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

Resolution

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

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

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

This procedure in no way precludes the complainant's right to seek action under the *Canadian Human Rights Act*. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

ARTICLE 18: TRAINING AND SEMINARS

18.01 Training During Normal Working Hours

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

18.02 Training Outside Normal Working Hours

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

18.03 Voluntary Training

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

18.04 Safety Workshops

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

18.05 **Out of Town Work / Training**

Employees required to perform work or are required to take training at out of town locations shall be paid the reasonable cost of hotel accommodations and meals. The Company shall supply transportation but if unable to do so there will be a car allowance at forty-five (45) cents per kilometre and the cost of parking.

ARTICLE 19: CORRESPONDENCE

- 19.01 Each employee shall keep the office informed of his current address and telephone number.
- 19.02 All communications between the parties shall be addressed to:
- (a) Manager and President or designate FirstCanada ULC
 - (b) President or designate and local Chairperson of C.A.W. at the last known address in the union.
 - (c) Copy to regional office of the Union.

ARTICLE 20: BULLETIN BOARDS

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

ARTICLE 21: BEREAVEMENT LEAVE

- 21.01 The Company will provide three (3) days bereavement leave at his regular rate of pay in the event of a death in an employee's immediate family, that is, spouse, common-law spouse, same sex partner, son/daughter, step-child, parent, sister/brother, mother/father-in-law, current sister/brother-in-law grandparent and grandchild.

In the case of a memorial or interment service to be held at a later date, the employee may withhold one (1) day of this entitlement for use at that time.

ARTICLE 22: HEALTH AND WELFARE

22.01 A part time employee under this Agreement will be defined as any employee who normally works less than twenty-six (26) hours per week. Therefore, any employee who normally works more than twenty-six (26) hours per week shall be classified as full time employee. Part time employees under this Agreement do not participate in any of the benefit packages included in this Agreement.

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

Life Insurance		- \$30,000.00
Accident, Death & Dismemberment		- \$30,000.00
Weekly Indemnity:	First Day	- Accident
	Eighth Day	- Sickness
	Maximum	- Fifteen Weeks

The coverage provided by these plans will be maintained as are currently in effect and detailed benefit booklets will be provided to all eligible employees.

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

ARTICLE 23: GENERAL

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

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

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

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

23.04 **Service Letters**

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

23.05 **Telephone calls**

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

23.06 **Notification Stubs**

Pay stubs shall be placed in sealed envelopes. Drivers pay stubs will normally be available for 4:00 p.m. on Thursday, except when the pay date falls in the week of a statutory holiday, pay-day will be Friday.

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

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

23.09 (a) Regular drivers will be paid their regular route rate to a maximum of five (5) days on which they are prevented from working due to a cancellation of school bussing by the customer due to inclement winter weather. Thereafter they shall receive a percentage of the regular school rate based on the percentage the Company receives from the customer.

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

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

- (c) Time spent for special student pick up due to missed bus, children being returned to school., etc. shall be paid at the rate the driver is being paid for that particular run at no less than fifteen (15) minutes. This provision shall not apply to a driver who has not maintained the posted route schedule time.
 - (d) Management requests or assignments that are non-revenue driving shall be paid the special work rate.
- 23.10 The Company agrees to pay into a special fund a lump sum payment of **four hundred and fifty dollars (\$450.00)** per year of the collective agreement for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid every July into a trust fund established by the National Union, CAW, and sent by the Company to the following address:
- CAW Leadership Training Fund, CAW Canada PEL Training Fund,
205 Placer Court, Toronto, Ontario M2H 3H9
- The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.
- 23.11 (a) The Company will pay **one hundred percent (100%)** of the cost (to a maximum of **seventy-five (\$75.00)** of one jacket or one coat. Labour Management Committee and the Company will select jacket, which may be replaced every two (2) years.
- (b) The company will provide raincoats to permanent wheelchair drivers.
- 23.12 Drivers will be paid one (1) hour for each contract at the Special Work Rate for completing student lists once per year. The run rate established as a result of the contract will be effective October 31 of each year.
- 23.13 When the Company decided to combine any work, excluding school runs, the work available will be offered to the senior driver affected and available to do the work.
- 23.14 When any work, excluding school runs, is cancelled, the driver scheduled to perform the work will be allowed to exercise his seniority for the day in question and displace the junior driver, excluding school runs.
- 23.15 At the Company's request, drivers calling students or doing a dry run at the beginning of the school period will be paid a regular route rate for each

occurrence. This rate includes a.m. and p.m. runs. For calls resulting from changes during the school year, the driver will be compensated five (5) minutes pay per call. Drivers are requested to submit monthly a time sheet identifying the calls made.

23.16 Return to Work

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

ARTICLE 24: SKILLED TRADES

The Provisions of the General Agreement shall apply to employees in the skilled trades except as altered by the provisions of this article.

24.01 The term 'Skilled Trades' as used in this article shall mean any person:

- (a) Who presently holds a journeyman's classification in a skilled trades classification.
- (b) Who has served a bona fide apprenticeship of four (4) years / 8000 hours and holds a certificate which substantiates his claim of service.

24.02 The Union may elect or otherwise select, and the Company shall recognize a Skilled Trades Steward as per Article 6. The Company further agrees the Steward shall be responsible for all matters pertaining to Skilled Trades.

24.03 The following will confirm the Company policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is the Company's intent to make every effort to keep the existing Skilled Trades work within the company. It is recognized that at times, for varying reasons, it is not considered practical or advisable for certain work to be

performed by our company. The company must therefore, reserve the right to decide how and by whom such work is to be performed, except as altered by the terms of this article. If the company has the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality, within projected time limits and the priorities placed on other work, then such work will be kept within the company. If the company finds it necessary to contract out existing Skilled Trades work, such contracting to be done after fully utilizing all of the trades concerned as per Article 24.4.

24.04 In the event of a layoff in the Skilled Trades, if work normally and historically performed in house by this trade had been contracted out or has been scheduled to be contracted out, the company will review such work with the Skilled Trades Steward with the intent of returning the work to the plant. This does not include warranty work.

24.05 Except in the following circumstances identified below no work will be performed by employees in non-scheduled positions, when such work comes within the jurisdiction of the bargaining unit.

1. Road test;
2. Perform minor adjustments; Example: mirror adjustments, seat adjustments, replacement of light bulbs, etc.;
3. Computer diagnostic assist;
4. E-Testing as per Letter of Understanding;
5. Lend a helping hand to a mechanic.

24.06 Hours of Work and Meal Periods

- (a) All shop employees are expected to be ready at their work-station to commence work at the beginning of each work period.
- (b) Skilled Trade employees shall be assigned up to eight (8) consecutive hours per day, exclusive of meal periods, for up to five (5) days per week. This shall not be construed to be a guarantee of hours.
- (c) All employees shall receive a one (1) hour unpaid meal period.
- (d) All employees shall be granted two (2) paid rest periods of fifteen (15) minutes each, one in the first half ($\frac{1}{2}$) and one (1) in the second half ($\frac{1}{2}$) of his assignment, unless otherwise agreed to by the Union and the Company.

- (e) Employees are entitled to two (2) days of rest in a seven (7) day period. Wherever practicable, the company will assign those days consecutively, with Sunday as one of these days of rest. The current practice of Saturday and Sunday will be maintained. The Company agrees to discuss with the Union any changes to the currently assigned days of rest.
- (f) **Five (5) minutes will be allowed for washing up and removing coveralls, at the end of the day's work. Five (5) minutes washing time will be allowed at lunch time.**

24.07 Overtime and Calls

- (a) Time worked by an maintenance employee continuous with, before or after, his regular assigned hours shall be considered overtime and shall be paid for at one and one half (1-1/2) times his rate of pay and/or forty (40) hours per week. The overtime rate shall only apply for time worked in excess of eight (8) hours in a day. All overtime is voluntary but in an emergency the most junior qualified employee must accept the overtime.
- (b) A Maintenance employee working overtime not continuous with his assigned hours shall be paid for all hours worked, with a minimum of three (3) hours, at one and one half (1-1/2) times the hourly rate for each call in one (1) day.
- (c) Overtime shall be called by seniority and classification unless otherwise agreed to by the Union.
- (d) Sick Leave Days:
An employee may bank up to sixteen (16) overtime hours on the basis of one and one half (1½) regular hours banked for one (1) overtime hour worked. A maximum of three (3) banked days will be allowed for personal illness reasons per year, and a doctor's note may be required when deemed necessary. If the Company requests a doctor's note, the Company will reimburse the employee upon proof of billing from the doctor to a maximum of twenty dollars (\$20.00) per request.
- (e) A maximum of one (1) mechanic can be off work on banked time at any one time.

24.08 The Company shall assist employees who are required by the Company to attend training programs at approved institutions off the premises and outside their normal working hours. The employee shall be reimbursed for tuition, texts as prescribed by the course and transportation when he has completed and passed the training program.

24.09 Reduction and Recall

- (a) When reducing work, the junior employee in the affected classification shall be laid off first and additional employees, if required, shall be laid off in reverse seniority.
- (b) When reducing forces, the junior employee in the affected classification shall be notified at least **fourteen (14)** days prior to the effective date.
- (c) The displaced employee may exercise his seniority in another maintenance/service classification other than his own and thereby displace that junior employee, provided he has sufficient qualifications, skill and ability to perform the work. Failing this, he is to be laid off.
- (d) To be eligible for recall, a laid off employee must keep the Company informed of his current address and telephone number.
- (e) A laid off employee who fails to report for duty after receiving notification by registered letter, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

24.10 Apprentices

- (a) An employee engaged as an apprentice to learn a trade as a Motor Vehicle Mechanic Class A Technician Class B, shall conform to the standards set up by the Ontario Apprenticeship Act as administered by the Ministry of Colleges and Universities.
- (b) An employee serving an apprenticeship shall serve in various duties related to that trade. After having completed his apprenticeship period and receiving proof of his qualification in the trade of Motor Vehicle Mechanic Class A, he shall be credited with full seniority from the date he began to work for the Company in that seniority group and be appointed to a position as Motor Vehicle Mechanic Class A.
- (c) An apprentice who fails to qualify within one (1) year from the date of the completion of requirements for apprenticeship program for the classification of Motor Vehicle Mechanic Class A may apply for other positions in his seniority group, and his seniority shall be from that date he last entered into service with the Company in this seniority group. An employee who does not qualify within one (1) year for a Class A Mechanic and who does not bid on a service position at the next posting shall be terminated.

- (d) Apprentice employees shall be made aware of the contents of the Company progress report prior to the report being submitted to the Ministry of Labour for Ontario.

24.11 Service Calls

- (a) Except in an emergency, where two people are required to service a mechanical breakdown of buses within a thirty (30) KM radius, the work shall be performed by any two of the following: a licensed mechanic, a Maintenance helper or the shop foreman.
- (b) The Company agrees to provide a cold weather coat to each mechanic, with the replacement thereof subject to Company approval and return of the worn out coat, to a maximum of once per calendar year. These coats are for wear during working hours and are to remain at the shop except for cleaning purposes. The Company agrees to provide gloves and overshoes to mechanics.
- (c) Employees on a service call after their regular hours of work will be paid at time and one half (1 ½) their hourly rate, with a minimum of one (1) hour if continuous with their assignment, or a minimum of three (3) hours rate of pay if not continuous with their assignment.
- (d) All other business related expenses that may be necessary shall be paid or reimbursed by the Company.

24.12 Bulletining and Filling Positions

- (a) When a new position or classification is created or a vacancy occurs of greater than fifteen (15) working days, the position shall be posted for a period of seven (7) working days and shall be open to all employees in their seniority group. A position or vacancy of less than fifteen (15) working days shall be filled without the necessity of a bulletin. The temporary job rate shall be the rate for the position as per Schedule C.
- (b) Copies of all bulletins, a list of the applicants and the name of the successful applicant shall be furnished to the local chairperson.
- (c) Employees desiring such positions shall, within seven (7) working days, sign their name on the posted bulletin during their assigned hours. The name of the successful applicant shall be posted within seven (7) working days.
- (d) The successful candidate will be selected on the basis of skills, abilities and qualifications. Where these are relatively equal, seniority will govern.

- (e) Secondary vacancies created as a result of a primary job bulletin shall not be posted but shall be offered verbally to all qualified employees in the seniority group and, where qualifications are relatively equal, to the senior employee. These positions shall be offered in the presence of the Local Chairperson for the garage.
- (f) The Company reserves the right to determine when a lead hand is required, and to appoint such a lead hand. Lead hands may be appointed on a per diem basis, as per operational requirements.

24.13 Benefits (Maintenance)

(a) Health and Benefits Plan

The Health and Benefits Plan currently in place for the full time mechanics will continue as per the Plan, subject to mutual agreement between the parties to the contrary. It is further understood that this plan is valid and in force only for the duration of this Collective Agreement. The coverage provided by these plans will be maintained as are currently in effect and detailed benefit booklets will be provided to all eligible employees.

(b) Retirement Savings Plan

The pension plan known as the *FirstCanada ULC Group Retirement Savings Plan* shall continue to be made available to full time mechanics and apprentices only wherein the employee will be eligible to contribute up to six percent (6%) of base pay and the Company will match fifty percent (50%) of the employee's contribution. It is understood and agreed that this plan is not negotiable. A copy of the plan literature will be made available to current participants.

24.14 Locker and Washroom Facilities

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

24.15 Tool Allowance and Insurance

The Company agrees to provide a tool allowance for Licensed Mechanics to the amount of **three hundred and ten dollars (\$310.00)** per year, payable on the first pay in December. This allowance shall be increased to **three hundred and twenty dollars (\$320.00)** in December **2013** and **three hundred and thirty dollars (\$330.00)**. This allowance is to be used to purchase tools required to perform work on company vehicles and these tools are expected to be available during working hours. The company will provide at it's discretion, some Company owned tools for use by the mechanics, including power tools with half inch drive or greater.

The Company agrees to provide tool insurance for Licensed Mechanics. This coverage is on premise coverage only and is "all risk" of direct physical loss or damage. Tools will be insured in accordance with the Tool Insurance policy and with a maximum to twenty-five thousand dollars (\$25,000.00). Losses exceeding this amount will be the responsibility of the mechanic. Reimbursement of tools covered by this Tool Policy including, but not limited to, the completion of the annual tool inventory. The Company will furnish to maintenance employees a current insurance policy summary.

24.16 Safety Boots

Effective April 1, 2012 an allowance of up to one hundred and seventy dollars (\$170.00) to be paid to full time Maintenance staff for the purpose of purchasing either company approved work boots or company approved rubber boots. This allowance will be paid on the first pay of December to all employees required to wear safety shoes.

24.17 Prescription Safety Glasses

The company will compensate an employee requiring prescription safety glasses up to \$165.00 every three (3) years upon submission of a receipt.

24.18 Uniforms

The Company will provide coveralls to maintenance employees, with the coveralls being of a type and at a frequency determined by the Company. Mechanics and servicemen will be supplied with eleven (11) pairs of coveralls or uniform sets (pant and shirt) every ten (10) working days, free of charge by the Company. Stockroom employees will be provided with three (3) shop coats per week. In case of further need, the Company will have spare exchanges at the stockroom to take care of the situation.

24.19 (a) A normal work day will be no more than eight (8) hours per day. The normal work week will be scheduled not more than forty (40) hours per week.

(b) Overtime at the rate of time and one-half (1½) will be paid after eight (8) hours per day or forty (40) hours per week.

ARTICLE 25: DURATION OF AGREEMENT

25.01 This Agreement shall be effective from the date of signing and shall remain in force and effect until June 30th, 2014. Thereafter it shall automatically renew itself from year to year, unless written

notification of intention to modify or terminate this Agreement be given by one of the parties to this Agreement, to the other not more than ninety (90) days and less than thirty (30) days before any automatic renewal. Within thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting proposed modifications.

25.02 All Letters of Understanding and Schedule “A” Wages and Schedule “B” Regions of Operations, shall form part of this Collective Agreement and referenced herein and be subject to the grievance and arbitration procedure.

Dated at Ottawa, Ontario this day of

FirstCanada ULC O/A FIRST STUDENT CANADA CORNWALL		THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS UNION OF CANADA
Lorraine Hollis Branch Manager, Cornwall		Mike Armstrong National Representative, CAW
Mike Casey General Manager		Andre Desjardins President, Local 4266
Chris Batty Director		Jack Christie Unit Chairperson
		Rod Pilgrim Committee Member
		Jean Marc Racine Committee Member

SCHEDULE "A": WAGES

CORNWALL WAGE CHART - Drivers' Rates				
MINUTES		On Ratification	July 1, 2012	July 1, 2013
1	60	\$20.37	\$20.78	\$21.20
61	75	\$21.61	\$22.04	\$22.48
76	90	\$22.17	\$22.61	\$23.06
91	105	\$23.51	\$23.98	\$24.46
106	120	\$24.72	\$25.21	\$25.71
121	135	\$26.55	\$27.08	\$27.62
136	150	\$28.40	\$28.97	\$29.55
151	165	\$30.27	\$30.88	\$31.50
166	180	\$37.16	\$37.90	\$38.66

	<u>On Ratification</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
Special Work Rate (Per hour)	\$10.75	\$10.75	\$11.25
Wheelchair Premium (Per HTS run)	\$ 2.00	\$ 2.00	\$ 2.00
(Per Charter Hour)	\$ 1.00	\$ 1.00	\$ 1.00
 Hydro Allowance	 \$24.00	 \$25.00	 \$26.00

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

Charter Rates	<u>July 1, 2011</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
Per hour:	\$12.50	\$12.75	\$13.00
Charter Zone Minimum Payments			
Zone 1 – min. 2 hours			
Zone 2 – min. 3 hours			
Greater than Zone 2 – min. 4 hours			

Maintenance Employee Rates (Per Hour)

TITLE	<u>July 1st, 2011</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
Class A Mechanic	\$23.40	\$23.95	\$24.50
Maintenance Helper	\$12.54	\$12.79	\$13.05
Lead Hand Premium	\$3.00	\$3.00	\$3.00
Bus Washer	\$10.83	\$11.04	\$11.26

Apprentices shall be paid in accordance with the Apprenticeship Regulations

Retroactivity

In addition, all Cornwall employees will be paid a lump sum equal to 3.00% of gross earnings accumulated between July 1, 2011 and the conclusion of the pay period containing the date of ratification.

Martintown Location

Classification	<u>Ratification</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
Bodyman	\$21.00	\$21.60	\$22.20
Lead Hand Premium	\$0.50	\$0.50	\$0.50

Martintown location only: Any employee hired prior to 2000 will be paid an additional \$1.05 per hour worked.

Apprentices shall be paid in accordance with the Apprenticeship Regulations.

Retroactivity

In addition, all Martintown employees will be paid a lump sum equal to 3.00% of gross earnings accumulated between October 27, 2011 and the conclusion of the pay period containing the date of ratification.

SCHEDULE "B": Regions of Operation

REGIONS OF OPERATION - SCHOOL SERVED

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

The REGION OF OPERATION is defined by the location of the school being served.
i.e. All routes servicing schools in the City of Cornwall will be considered REGION 1
All routes servicing schools in the Township of Stormont will be considered REGION 2
All routes servicing schools in the Township of Glengarry will be considered REGION 3
All routes servicing schools in the Township of Dundas will be considered REGION 4
Should a route service schools in more than one region, the Region of Operation will be determined by the last school served on the A.M. route.

EXAMPLE 1

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

EXAMPLE 2

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

LETTER OF UNDERSTANDING #1 RE: MARCEL STRUTHERS

January 12, 2009

RE: Marcel Struthers

It is understood by the parties to this Agreement that the provision for consecutive hours contained herein does not apply to the above named employee.

It is further understood that the employee:

Will continue to accumulate seniority for a period of 24 months from October 14, 2008 after which time seniority will only accrue on the maintenance seniority list.

May be assigned to a driver position for a period of up to thirty (30) days and this period may be extended with the approval of the parties and that he will be paid the higher of the two applicable rates.

LETTER OF UNDERSTANDING #2: RE: ARTICLE 23.09(C)

If the school or dispatch directs a driver to leave/a return to school and to pick up or drop off a student for any reason, then the driver will be paid as per Article 23.09 (c).

If the driver is responsible for a missed student not being picked up or dropped off at school , then this article shall not apply, and the driver will not be paid.

This letter shall form part of the collective agreement and be subject to the grievance and arbitration procedure.

LETTER OF UNDERSTANDING #3: RE: Article 9 Hours of Work

In consideration of the pending Overtime Grievance filed by the Union, the parties agree to hold any overtime language proposals in abeyance pending resolution of the grievance.

Upon resolution of the grievance the parties agree to meet within sixty days to develop the appropriate collective agreement language. The resolution will form the base from which any new language is to be developed.

LETTER OF UNDERSTANDING #4: Re: Brinston Run

Should the Brinston run become vacant on a permanent or temporary basis and as a result require driver coverage by a Cornwall based driver, the driver will be compensated one additional hour at a Special Work rate for all additional travel time.

LETTER OF UNDERSTANDING #5; RE; LAYOFF WORK

LETTER OF UNDERSTANDING

Re: article 11.03 (a) and 11.04

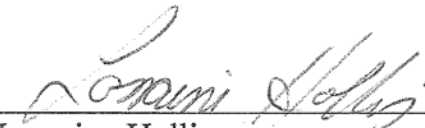
Dated April 25, 2012.

11.03 (a) A lay off work posting for Christmas break, Spring break, and Summer break will be posted from June 1st to June 15th 2012 and will be continuous from year to year thereafter. Drivers may add or remove their name from the list at any time, provided they have completed their probationary period, and must do so in writing to the Company. All work during lay off periods will be assigned from this list as detailed in article 11.04.

11.04 To change; **special summer work and**
To read; **lay off work and**

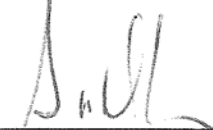
This letter shall form part of the collective agreement.

FOR THE COMPANY;


Lorraine Hollis

FOR THE UNION;


Jack Christie


Andre Desjardins