

COLLECTIVE AGREEMENT

BETWEEN

**FIRSTCANADA ULC
O/A FIRST STUDENT CANADA
CUMBERLAND BRANCH**

AND

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



EFFECTIVE FROM JULY 1, 2011 TO JUNE 30, 2014

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ARTICLE 1: PREAMBLE AND RECOGNITION

1.1 It is the intent and purpose of this Collective Agreement to promote and improve the industrial and economic relationship between the Company and its employees, and to set forth the basic agreement respecting hours of work, rate of wages and other conditions of employment to be observed by the Parties hereto. This Collective Agreement eliminates all previous Letters of Understanding between the Parties, except those specified in this Agreement.

1.2 The Company recognizes the National Automobile, Aerospace, Transport and General Workers Union of Canada (CAW Canada), as the sole Bargaining Agent for Local 4266 for all driving positions of the Company and 4266 for all employees of the Company as determined by the certification of this local on December 19th, 1979, save and except foremen and positions above the rank of foreman, office and administrative staff, safety and driver trainers.

The Company agrees to negotiate with the authorized representative selected by the Union with the object of effecting a peaceful and amicable settlement of any differences that may arise between the Company and such employees.

1.3 Union Representation

- (a) The Union having been recognized as the sole Bargaining Agent for all employees of the Company, agrees to support all rules and regulations as laid down by the Company that are not in conflict with this Agreement.
- (b) All present employees, new hires and probationary employees shall, as a condition of employment, become and remain members of good standing of the Union for the term of this agreement.

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

1.4 In order to maintain good relations and in the interest of both parties, the Company the Bargaining Committee and the National Representative of the Union agree to meet during the period of the Agreement to discuss and settle questions arising out of the interpretation of the Collective Agreement or circumstances unforeseen pertaining to the Collective Agreement.

1.5 The contents of the understanding will be drawn up in the form of a Memorandum of Agreement and signed by the signatories to the Collective Agreement or their successors. Copies of the signed Memorandum will be sent to each of the Parties.

1.6 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and its responsibilities not in conflict with this Agreement.

1.7 Bargaining unit work shall be performed by employees in the bargaining unit, except in the case of emergencies. Persons excluded from the bargaining unit shall not perform bargaining unit work except in the case of emergencies.

- 1.8 No other organization will be authorized or permitted to distribute literature, or to solicit in anyway whatsoever.
- 1.9 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

ARTICLE 2: NO STRIKES, NO LOCKOUTS

- 2.1 During the term of this Agreement the Union agrees that it will not call, authorize, encourage or support any strike or slow down, and the Company agrees that there will be no lockout.
- 2.2 It shall not be a violation of this Agreement when the employee refuses to cross a picket line established at, or refuse to drive for or do work for or on behalf of any Company where a strike is in progress. School runs normally operated by the Company may be performed even if there is a strike at a school providing the loading and unloading is arranged adjacent to the school property.

ARTICLE 3: DEFINITIONS

- 3.1 Company: Company shall mean FirstCanada ULC, and Ottawa known as the Ottawa Division, and FirstCanada ULC, 1830 Trim Road, Orleans known as the Cumberland Division. Cumberland Branch operating at 1815 Bantree Street, 1830 Trim Road and 18 Jamie Avenue.
- 3.2 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.
- 3.3 Parties: Parties shall mean those defined by Company and Union.
- 3.4 Seniority: Seniority shall mean accumulated service from most recent date of hire.
- 3.5 Employee: Employee shall mean a person who is covered by a position covered by the Collective Agreement.

Employees may fall into one (1) of the following categories:

- (a) Full time - means the employee normally and consistently works at least twenty-five (25) hours per week on a regular A.M. and P.M. school route per work day.
- (b) Part time - means the employee normally and consistently works less then twenty-five (25) hours per week on a regular A.M. and P.M. school route per work day. (See Letter of Understanding O.B.E.)
- (c) Spare Driver - is a school bus driver who is not posted on a run but regularly works in both the a.m. and p.m.

- (d) Casual Driver – is a school bus driver who does not regularly work every a.m. and p.m. In the event a casual driver qualifies as full time, part-time or spare driver, as defined, he/she shall commence to accumulate seniority **on the Master List** from his/her date of qualification. Casual drivers will be placed at the bottom of the charter sign-up sheets for charters each day of the week, Saturdays and Sundays inclusive.

3.6 The Company shall recognize the following Union Representation:

- (a) A Negotiating Committee of four (4) employees consisting of the President, Shop Steward-one member in good standing and one member in good standing from Local 4266.
- (b) The Committee outlined in 3.7(a) above shall serve also as the grievance committee
 - (i) A grievance committee of four (4) employees, one (1) from each yard and the Shop Steward and/or President of the Local.
 - (ii) The Union shall elect or appoint the Committee.

3.7 Accredited or Authorized Representative: Means an appointed National Representative of the National Automobile, Aerospace, Transportation and General Workers Union (CAW Canada) who has responsibilities, as set out in the Agreement.

3.8 Working Day: Unless otherwise stated, wherever day is used it shall mean a working day on which the Company schedules its normal business from Monday to Friday, but excluding holidays.

3.9 Program: Means a piece of work that may require one (1) or more days per week or per month on a continuous basis. A posted program employee becomes a restricted driver and can not accept other work that would interfere with that program, but may perform charters, which do not interfere with the program or any other scheduled work. An employee who posts for a program at the August booking will be permitted to post for other programs as per Clause 5.7 and 5.8.

3.10 Restricted Driver: Means a school bus driver who is posted to a regular school run and is restricted from performing any other work that would interfere with the performance of the posted work. Nothing herein prevents an employee from utilizing their seniority in accordance with Clause 5.11, except for programs as set out above.

3.11 Unrestricted Driver: Means an employee who has posted to a position designated by the Company whereby the driver is normally performing work other than scheduled A.M., P.M., or kindergarten runs. An unrestricted driver may not be removed from his unrestricted duties unless agreed to by the employee.

3.12 Gender: Whenever the masculine or feminine gender is used in this Agreement it shall refer equally to either or both genders, singular or plural.

3.13 Geographical Area - Will apply:

- (a) For the purpose of posting for A.M. and P.M., programs (shuttles) will be determined as within an eight (8) kilometer radius of the originating point of the route (first pickup) from the approved parking location of the bus.
- (b) For charters and kindergarten, will be determined as within an eight (8) kilometer radius of the school(s), program(s) served in the A.M.

ARTICLE 4: SENIORITY

4.1 For the purpose of seniority, employees covered by this Agreement shall form three **(3) seniority groups as follows:**

Full-time, Part-time – Master List
Casual – Casual List
Skilled Trades – Skilled Trades List

4.2 A newly hired employee shall be on probation for sixty (60) working days from the date of hiring. Days worked need not be consecutive for purposes of calculating the period of probation. A days work for the purpose of this clause, is any assignment performed by the employee on any day. During the probationary period of sixty (60) working days in the service of the Company, the employee shall be on trial. After the completion of the probationary period seniority shall be effective from the last date of hire.

4.3 An employee shall lose his seniority and be deemed to have quit the employ of the company in the following circumstances:

- (a) if he/she is discharged for just cause and is not reinstated.
- (b) if he/she resigns voluntarily.
- (c) if, following lay-off, he/she fails to return to work within five (5) working days after receiving notice by registered mail to do so unless just cause exists.
- (d) if he/she accepts other employment that prevents him from performing his normal school bus driving duties.
- (e) is laid off by the Company for a period that exceeds one month for each completed year of service to a maximum of **eighteen (18) months.**
- (f) An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority rights and his name will be removed from the list.

4.4 Except as provided in Clause 4.3, the seniority of an employee cannot be severed by the Company unless agreed to by the Union.

4.5 The seniority lists shall be posted on the Union notice boards in June of each year. The master seniority list shall show the date upon which each employee's service

commenced. The name of the employee shall be placed on the seniority list within fifteen (15) days after commencing work in a position covered by this Agreement. The Company shall furnish a copy of the master seniority list and sub seniority lists to the Shop Steward prior to posting. All seniority lists posted will be mutually agreed upon between the Company and Local Chairperson. The seniority lists shall be amended to include new and terminated employees in October and February of each year. These amendments do not constitute an official seniority list. The posting in June shall be considered the only official seniority lists.

A list of all employees who have terminated, including resignations, will be given to the Local Chairperson at the beginning of each month.

- 4.6 A seniority status that has remained unchanged for twelve (12) consecutive months from the posting shall be considered as permanently correct. Any protests with regard to employees seniority standing must be submitted in writing within sixty (60) calendar days from the date seniority lists are posted. An employee or his representative must present proof of error, should the error be corrected, the corrected seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless agreed to in writing between Location Manager and the Local Chairperson.

Employees from another bargaining unit shall not retain their seniority within this bargaining unit. New employees acquired through acquisition shall be placed at the bottom of the current seniority list.

- 4.7 No employee shall be transferred to a position outside the bargaining unit without his consent. An employee transferred to a position outside the bargaining unit, shall have his/her seniority frozen for a period of sixty (60) calendar days from first day of transfer. An employee remaining outside the bargaining unit longer than sixty (60) calendar days shall relinquish seniority and shall be removed from the seniority list. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority within the sixty (60) calendar day 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, failing which he shall forfeit his seniority in the bargaining unit.

The parties further acknowledge that the timeframes contained in this article may be extended with the written consent of the parties.

- 4.8 The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority list of the garage from which he was appointed. Such employees shall continue to accumulate seniority for a period of six (6) months.
- 4.9 An employee so promoted when released may within five (5) days return to his former position and location if not occupied by a senior employee or exercise his seniority to positions which were bulletined during the time he occupied such excepted position.

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

ARTICLE 5: ROUTE ASSIGNMENT, BOOKING AND POSTING

- 5.1 (a) It is understood that due to the nature of the Company's business, school routes have priority over all other work. It is understood that a school route or combination of school routes can preclude a posted employee from using their seniority to perform other work if it would require the Company to replace the employee for the whole or portion of the route(s) that day.
- (b) The Company can restrict either a school route or combination of school routes for the period of a posting. All employees who have chosen not to use their seniority to post themselves to other work, which would preclude them from performing a school route or combination of school routes will use their seniority to post themselves to a school route or combination of school routes. In the event that employee(s) do not fulfill this requirement, the Company will assign the employee to a school route or combination of school routes for a period of one (1) school year.
- 5.2 The annual postings for school routes or programs shall be deemed to be permanent for the year unless a change would result in an increase in the monetary value of the route, or the change is approved by mutual agreement between the driver, Local Chairperson and the Manager.
- 5.3 The general annual booking will be carried out in the following manner:
- (a) All known school runs and programs will be booked and posted by the second week of August, each year. Any new runs will be posted as soon as they become known.
- (b) Employees shall bid on these runs according to seniority and provided the approved parking location of the bus is within an eight (8) kilometer radius of the originating point (first pickup) in the A.M. run.
- (c) The allocation of runs will be performed by the Assistant Location Manager or designate, and Shop Steward during August and will be based on the available information with respect to route description and run times. The parties to this Agreement recognize that school run(s) and kindergarten are subject to change after the annual booking and school bus drivers have the option to remove themselves from the run and have the option to choose any run which is available.
- (d) All Kindergarten runs will be awarded to the employees with the greatest seniority within an eight (8) kilometer radius of the school(s) served in the A.M.
- (e) A customer may require that a school run be operated by a driver who either speaks, English, French, or is bilingual. The Company will offer the school run to the most senior employee who meets the language requirement and the approved

parking location of the bus is within an eight (8) kilometer radius of the first pickup and then in the nearest geographical area to the first pick up and then the yards.

- (f) Relief work for Kindergarten runs will be assigned according to seniority to the driver familiar with the area, within an eight (8) kilometer radius or if necessary beyond the eight (8) kilometer radius of the school(s) served in the morning, who signed for that work at the annual booking. Should no driver be available the Company will assign the work to a driver on the premises.
- (g) The annual postings cannot be bumped until the last day of June of each year. When a school closes early for the summer holiday, the displaced employee will be placed behind the posted unrestricted group. Commencing the end of June, of each year, seniority shall prevail.
 - (i) The classifications shall be those set out in Schedule "A".
 - (ii) Known summer work will be posted each June to the attention of the drivers and will be assigned according to the general principles applied to the annual booking procedure.

- 5.4 (a) It is understood that seniority, classification and qualification will apply to all postings, with the exception of either specific language, or other written requests from a customer, as a result of driver poor work performance and/or misconduct, this would be subject to the provisions of Article 7.
- (b) An employee removed from a school run due to a qualification prerequisite (Language), will:
 - (i) Be assigned to an open run of equal value or
 - (ii) Be allowed according to his seniority to exercise his bumping rights to a run within the eight (8) kilometer radius of the first pick up and then the terminal.

This does not apply to disciplinary reasons.

- 5.5 An employee on the basis of seniority may post for a vacant or new run that would result in an increase in the monetary value of the route, or the change is approved by mutual agreement between the driver, Local Chairperson and the Manager. All postings shall show location, descriptive classification, rate of pay, approximate hours of assignment, days off duty and, if temporary, the approximate duration. Copies of all postings as awarded shall be furnished to the Local Chairperson. Time and date will be recorded on the postings going up and coming down. Employees who are on a temporary posting will be given the opportunity to remain on the posting should the leave of absence be extended.

- 5.6 (a) The Company will post all primary vacancies and all secondary vacancies over 2 hours total daily and thereafter fill any remaining vacancy created on the basis of laid off employees, employees without posted runs or hire new employees.

- (b) All new runs, which become available after the annual booking, will be posted for a period of five (5) days. The Manager may assign the vacant run, on a temporary basis for a maximum of ten (10) days or such other mutually agreed time, to any employee not assigned to a run, or to any other employee wishing to do the work.
- 5.7 An employee may exercise their seniority standing for charters and/or programs, when changing their booking through either a temporary or a permanent posting to another school route or program. Upon completion of a temporary posting the employee shall resume his former booking or position with full seniority rights.
- 5.8 A **restricted** driver who **changes work** locations (**yards**) and is unable to perform their present school run, shall be entitled to exercise their seniority only when a vacancy occurs, or their full seniority at the next annual booking.
- 5.9 An employee wishing to leave their posting must apply in writing to the Assistant Location Manager and allow the Manager five (5) working days to find a replacement employee. The Assistant Location Manager, will discuss the notice with the Local Chairperson and make every effort to either place the employee on an open school run or allow the employee to apply for any available posting.
- 5.10 The Company shall have sole discretion in determining whether or not permission is granted or revoked for any employee to keep a Company vehicle at any location other than the home base or yard. The employee shall be responsible for obtaining such safe and secure parking facilities, which includes the payment of any parking tickets and complying with Company directives with respect to any complaints.

ARTICLE 6: DEDUCTION OF DUES

- 6.1 The Company shall deduct on the last pay period of each month, Union dues as provided for in the Constitution of the Union and in accordance with the Collective Agreement. At the time of employment by the Company, employees will be advised that they are represented by the Union. Employees will be given an application for membership.
- 6.2 The amount to be deducted shall be equivalent to the regular and uniform dues payment of the Union and shall include any initiation fee deducted. The amount to be deducted will not change during the term of this Agreement, except to conform to the amount of regular dues of the Union in accordance with its Constitution. 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.
- 6.3 Membership in the Union shall be available to any employee eligible under the Constitution of the Union. Membership shall not be denied for reason of race, national origin, color or religion.
- 6.4 (a) Payroll deductions shall commence for the last pay period of the calendar month following completion of thirty (30) calendar days after employment commenced in a position within the bargaining unit.

- (b) The Company will establish 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.
- 6.5 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.
- 6.6 The amount of dues deducted from wages shall be accompanied by a statement of deductions from individuals and shall be remitted by the Company to the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- 6.7 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. In any instance that an error occurs in the amount of any deduction of dues, 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 of its subsequent remittances. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.

ARTICLE 7: DISCIPLINE AND GRIEVANCE PROCEDURE

- 7.1 (a) An employee having seniority will not be disciplined or discharged from service until an impartial hearing has been held. Verbal reprimands by the Manager or his designate will not require a meeting with the Union, however the Manager will advise the **Unit Chairperson** monthly in writing of the names of those reprimanded and the reason for the reprimand.
- (b) **The parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration, application or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the union grievance committee in order to investigate and participate in grievance matters, and the Union agrees that the members of its committees will cooperate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the committee from properly fulfilling its obligations to investigate and settle grievances.**
- 7.2 Management will not call in any grievor to discuss the grievance unless the Shop Steward or member of the grievance committee is present.
- 7.3 **Prior to a grievance being submitted in writing, the grievor or the Union Representative will discuss the matter with their supervisor. If unresolved, a grievance may be submitted at Step 1.**

Other than in the case of dismissible offence, when an employee believes he has been unjustly dealt with or that any provisions of this Agreement have not been complied with, the grievor will notify the Shop Steward or may approach management on their own accord to report their grievance so that the grievance may be dealt with in a timely fashion. If the grievance is not resolved to the satisfaction of the grievor, the grievance will be dealt with in the following manner:

Step Number One: The Union or the employee concerned may in the presence of a member of the grievance committee, submit a grievance in writing to the Assistant Location Manager within seven (7) days of his knowledge of the complaint. The Company will acknowledge receipt of the grievance and provide a copy of the acknowledgment to the Local Chairperson. The Assistant Location Manager shall render his/her decision in writing within seven (7) days of receipt of the grievance.

Step Number Two: Failing satisfactory answer at Step One, the Local Chairperson or member of the grievance committee may submit the grievance to the Branch Manager or his representative within **ten (10) days** of receiving the decision under step one. The Branch Manager or his/her representative shall render his decision within **ten (10) days** of receipt of the grievance.

Step Number Three: Failing satisfactory settlement at Step Two, the Local Chairperson may submit the grievance in writing to the General Manager of the Company or his designate within **ten (10) days** of receiving the decision under Step Two. The General Manager or his/her representative shall render his decision in writing within **ten (10) days** of receipt of the grievance. The Parties agree to schedule a grievance meeting within ten (10) days to discuss all Step Three grievances. The National Representative **and/or Local President** will be present at this meeting. The meeting may be cancelled by mutual agreement or on seventy-two (72) hours written notice by either Party. If the grievance meeting is cancelled a new meeting is to be rescheduled within three (3) weeks.

Step Number Four: Failing satisfactory settlement at Step Three, either Party may refer the grievance to arbitration as set out under Article 8, within thirty (30) days of receiving the decision under Step Three.

- 7.4 The following special procedure shall be applicable to a grievance alleging improper discharge or discipline of an employee. An employee subject to discipline or discharge shall be informed of the matter as soon as the offence becomes known to the management, and shall receive an impartial hearing within five (5) working days of management's knowledge of the offence. The employee or his representative shall be given, in writing, a complete list of charges against him and any evidence to substantiate it, when notified of the hearing. At the hearing, the Company shall present all evidence and/or witnesses to support the case. The employee must also be represented by the Local Union Representative and/or National Representative of the Union. The Company will render its decision from the hearing within five (5) working days. If the employee is not satisfied with the decision, the employee may process the matter further, commencing at Step Number Three of the grievance procedure.

- 7.5 The time limits, if applied for in writing prior to the expiration, may be extended by mutual agreement.
- 7.6 **If either party exceeds the time limits without an extension being granted, the grievance shall automatically be moved to the next step.**
- 7.7 Supervisors when examining or checking an employee are to give facts pertaining to the employee's performance of his duties. Personal opinions of supervisors not substantiated by facts will not be made the basis for assessment of discipline. However, a professional opinion is acceptable. If, while so examining or checking an employee, anything is found of an abnormal character, whenever possible the employee must be immediately advised of such abnormal findings so as to clear up the situation speedily and to get assistance of witnesses if the employee deems it necessary in the defense of his case.
- 7.8 Should the griever be exonerated, compensation will be made for any time lost and any other expenses created due to the processing of his case, and the record of the employee will be cleared.
- 7.9 An employee other than the griever, 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 Authorized Representative of the Union.
- 7.10 The Company shall not place in the record of any employee any complaint lodged more than **twenty-one (21) days** after knowledge of the incident, except for accident cases, which will be sixty (60) days. An employee shall be notified of anything placed in his record.
- 7.11 The grievance procedure shall apply equally to a grievance lodged by a group of employees and are processed in the same manner as an individual grievance **commencing at Step 2.**
- 7.12 It shall be understood that the time limits provided herein, exclude Saturdays, Sundays and Paid Holidays.
- 7.13 Should an employee have his driver's license suspended, his status with the Company will be discussed with the Local Chairperson of the Union on the basis of its merit.
- 7.14 An incident record relating to employment shall remain in the employees' personnel file unless there has been a **eighteen (18) month** period where no similar incident has occurred. If no similar incident has occurred, within the **eighteen (18) month** period, the record will be removed from the employees' file.

ARTICLE 8: ARBITRATION

- 8.1 Grievances, which have been processed according to Article 7 of this Agreement, which cannot otherwise be disposed of between the Company and the Union, shall be arbitrated in the following prescribed procedure.

- 8.2 A request for arbitration of a grievance shall be made in writing by one (1) of the Parties and such request shall contain the names of three (3) persons acceptable as **sole** arbitrator, to the requesting Party.
- 8.3 Seven (7) days after receipt of the request for arbitration, the other Party shall select an arbitrator from one (1) of the three (3) persons named in the request, or submit to the requesting Party three (3) names of persons acceptable as an arbitrator.
- 8.4 If the Parties are unable to agree on the selection of an arbitrator within fourteen (14) 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 Labor to select an arbitrator, and his selection shall be final.
- 8.5 The decision of the arbitrator shall be final and binding on the Parties.
- 8.6 As a result of the grievance and arbitration procedure, there shall be no stoppage of work by the employees.
- 8.7 The time limits herein may be extended upon mutual agreement in writing, provided the request is prior to the expiration.
- 8.8 It shall be understood that the time limits provided herein, exclude Saturdays, Sundays and Paid Holidays.

ARTICLE 9: REDUCTION AND RECALL TO WORK

- 9.1 In the instance of a reduction in the number of employees, the Location Manager will discuss such matters with the Local Chairperson and take into consideration any proposals made on behalf of the employees.
- 9.2 When reducing the workforce, senior employees with sufficient qualifications to perform the work will be retained.
- 9.3 An employee whose position is abolished or who is displaced shall be provided with five (5) days prior notice and shall exercise their seniority rights within five (5) days provided the employee is sufficiently qualified to perform the work. An employee who fails to exercise their seniority rights without a reason satisfactory to the Company will be considered as voluntarily resigned.
- 9.4 An employee laid off shall register their name with the Dispatcher and the Local Chairperson.
- 9.5 A laid off employee who wishes to be recalled to work on a periodic basis shall keep the head dispatcher advised of their current home address and telephone number. Recall to periodic work shall be done in order of seniority. An employee may refuse to accept the work providing a junior employee is available. The junior employee qualified must accept the work.

- 9.6 A laid off employee shall be recalled to work in order of seniority when there is an increase in manpower or a vacancy occurs. An employee may decline the notice of recall in the case of the assignment being less than thirty (30) working days.
- 9.7 The Company shall send notice of recall by registered mail to the last known address of the employee, a copy of this letter will be provided to the Local Chairperson. An employee having been sent notice of recall shall report to work no later than five (5) working days from the date the letter is received. An employee who fails to report within this period, except when medical proof of illness is provided, or is prevented from reporting to work due to bereavement or other reason satisfactory to the Company, shall be considered to have resigned and shall lose all seniority.
- 9.8 The provisions set out in Clause **9.7** above with respect to sending notice of recall, do not apply in the case of employees being laid off from work during the normal holiday periods, such as March break, Christmas, and summer vacation periods.

ARTICLE 10: CHARTER ASSIGNMENT

- 10.1 Drivers wishing to be assigned charter work will be permitted to sign up for charter work on a monthly basis. A probationary employee will be restricted to the Ottawa / Carleton charters only. Drivers will print and sign their name, along with their seniority number and sign up period. There will be proxy signing excluding dispatch and Management or signing for a period of longer than two (2) weeks.
- 10.2 The notice will be posted monthly to the attention of the drivers Thursday through to Wednesday, for drivers to sign for available charters in the following month commencing on the Monday.
- 10.3 Sign up sheets will break down charters on the following basis:
- (a) Days
 - (b) Evenings - after school closing, Monday to Thursday
 - (c) Weekends - Friday after school closing, Saturdays, Sundays
 - (d) Statutory Holidays
 - (e) School P.D. days
- An employee may indicate in writing to dispatch their preference be assigned for either local or out of town charters, or both for that sign up period.
- 10.4 (a) The assignment of charter work will not interfere with an employee performing their regular A.M., kindergarten, P.M., or any other scheduled work.
- (b) Spare drivers will be placed in order of seniority for charters and for kindergarten runs each day of the week, including charters for Saturday and Sunday.
- 10.5 A driver, after accepting a charter as per Clause 10.14, who reports late for a charter, declines a charter, or refuses to perform a charter or program, and the Company determines upon investigation that the reasons provided were not either

valid or acceptable, may be subject to disciplinary action, which might also include denial of charter driving privileges for that sign up period.

- 10.6 There must be a minimum of fifteen (15) minutes clearance, in order to assign a charter to a driver. Fifteen minutes clearance means:
- (a) From the end of the A.M. school run and the report time of the Charter.
 - (b) The estimated end of the charter and the first pick up in the P.M. or kindergarten.
 - (c) Between the end of one (1) charter and the report time for subsequent charters.
 - (d) Any dispute with respect to the fifteen minute clearance time will be resolved by dispatch and the Shop Steward giving consideration to factors, which could have affected the driver reaching the charter location on time.
 - (e) The assignment and acceptance of all charters must be done in compliance with the hours of work CVOR legislation
- 10.7 Report time for charters is at least ten (10) minutes prior to the departure time booked for the charter.
- 10.8 Charters will be allocated by seniority, provided that other criteria as set out in the charter assignment are met. A driver may perform as many charters as may be practically scheduled. A restricted driver must perform at least one (1) (if available) charter in the day and thereafter may refuse more than one (1) charter in a day.
No "add on" charters will be offered to drivers who already refused a charter for that day.
- 10.9 School charters will be assigned by seniority on the following basis:
- (a) Seniority of drivers who have signed up for programs or the school(s) served in the A.M.
 - (b) Signed up senior drivers who regularly serve the area within an eight (8) kilometer radius of the school.
 - (c) Drivers by seniority, who have signed up who are out of area.
 - (d) Unrestricted drivers by seniority.
- 10.10 Public charters will be allocated by seniority by those employees who have signed up, subject to it not interfering with their regular scheduled work.
- 10.11 Unrestricted driver's primary responsibility is to be available for and to cover charter assignments (in order of seniority) during restricted time. Restricted time is between 6:30 a.m. to 8:30 a.m. and 2:00 p.m. and 4:00 p.m. Unrestricted drivers will be posted for at the time of the annual booking.

- 10.12 Unrestricted drivers not performing charters will be required to perform spare driving duties for the Company for A.M. and P.M. school routes.
- 10.13 Seniority will govern the assignment of the best piece(s) of work. The best piece of work is determined by the amount of payment to be received by the employee for that day.
- 10.14 Charter work will be allocated at least two (2) working days in advance. Drivers are locked in when they have confirmed their assignment(s) by the Company. When an employee has been advised to call for work, they must make every effort to contact the office within three (3) hours to confirm the assignment.
- 10.15 A charter not filled by the sign up sheets will be allocated by the Company.
- 10.16 Last minute charters are defined as any charter received by the Company where there is not three (3) operating hours available to the Company to schedule the charter.
- 10.17 Last minute work will be assigned to drivers on premise. "On premise" means, reports for the assignment after being paged by dispatch through the office paging system. A driver will be permitted to refuse a last minute assignment and the work will be filled by offering the work to any senior driver on the premise. Dispatch will note on the charter assignment sheet, a last minute assignment.
- 10.18 The Parties agree that all continuous programs in excess of five (5) operating days shall be posted for at least five (5) days in a place accessible to all employees. The employee successful on the posting will be required to perform the work until the completion of the program. The approximate duration of the program will be noted on the posting.
- 10.19 In the event of a ten (10) hour charter being cancelled, the affected employee may bump the most junior employee from the assigned charter sheets on that day or be reinstated on the sign up sheets for incoming work for that day.
- 10.20 Employee assigned to a charter assignment for three (3) days or more shall be guaranteed a minimum nine (9) hours pay for every full lay over day on that charter.
- 10.21 Known charter work for the following day will be posted on the bulletin boards no later than the regular office closing or by 6.00 P.M. It shall be added to the posting as soon as it becomes known, except for last minute work.
- 10.22 A copy of the dispatch work sheets, with all changes made to it for the previous day work, shall be posted outside the dispatch office by 10:00 A.M., the next work day in a place accessible to all employees.
- 10.23 Charters will be paid the charter rates; they will be posted **and paid** as follows:
- (a) One way drop – **hours worked with a minimum of one (1) hour.**
 - (b) Drop and return – **hours worked with a minimum of two (2) hours.**
 - (c) One way return – **hours worked with a minimum of one (1) hour.**

Employees assigned to a drop and return should be expected to complete the return portion.

10.24 On multiple charters no payment will be made to the driver if the driver misses the charter due to breakdown, snow, charter group delay, and cannot meet the report time of the next charter.

10.25 Once the charter posting is posted to the attention of the work force, it is the employee's responsibility to bring to the attention of dispatch any knowledge of errors or omissions that may have been recorded with respect to dispatch charter allocation. Failure to notify the Company of any known errors or omissions prior to the charter being completed will result in the assignment being considered final and accurate.

Dispatch will upon being notified of a possible error in the assignment, make any correction with respect to the error, provide clarification as to why the work was assigned and if disagreement still exists, note the time and date of the complaint being made.

10.26 Confirmation by the driver for assigned charter duties will be made with the dispatch office either by personal contact or by telephone.

10.27 A driver after four (4) charter refusals in the same sign up period shall be moved to the bottom of the charter sign up list. **A driver, with legitimate reasons for time off, will be required to fill out a Charter Book Off Form in order for the time off not to count as one of the four refusals.**

10.28 An employee on an hourly remain charter or hourly paid program, shall be allowed thirty (30) minutes before departure time of the charter, and fifteen (15) minutes after completion of the charter, and shall be compensated at the applicable rate of pay. This shall be deemed to include the time for the employee to reach the pick up point and for the employee to return the vehicle to base after discharging passengers.

10.29 An employee on a back to back remain charter will receive a minimum of fifteen (15) minutes to a maximum of forty-five (45) minutes pay at the charter driving rate.

10.30 An employee who must call the office while on charters, line runs etc., will be reimbursed for any expense occurred. An employee who is away from home for more than two (2) days on a charter shall be entitled to call home twice weekly. The call will be for a maximum duration of five (5) minutes and shall be paid for by the Company. In the case of bona fide illness or accident at home, this rule will be extended.

10.31 A charter requiring an employee to obtain accommodation shall be paid the full amount for every night out of town.

10.32 All employees operating overnight charters and one (1) day charters of **eight (8)** hours or more shall receive a meal allowance in accordance with Schedule "A"

attached. An employee may request and shall be paid the meal allowance prior to the departure of the charter.

ARTICLE 11: HOURS OF WORK AND OVERTIME

- 11.1 It is understood that the route rate as set out in Schedule "A" comprises the following:
1. Start up time.
 2. Walk around check.
 3. Fuelling.
 4. Sweeping the vehicle.
 5. Live and deadhead time and mileage.
 6. Verify route descriptions as required.
 7. Hours of Work Reports
 8. Child Check Mate
- 11.2 An employee performing a school bus run will be paid the rate appropriate for the classification.
- (a) Time allocation of a school route will be based on the time required from the first pick up to the final drop off of the school run and the reverse for the P.M.
 - (b) An employee delayed on the scheduled run due to breakdown or snow delay will be paid at the Cover rate of pay for any hours spent waiting beyond the employee's regular route finishing time. The employee shall receive the regular rate of pay for the classification for time spent waiting up to the employee's normal school route finishing time.
- 11.3 School bus drivers will be paid overtime at the rate of time and one half (1 1/2) for any hours worked in excess of eighty (80) in a bi-weekly period on school routes which are paid by Item #1 in Schedule A, and as defined in Clause 11.1. All other work shall be excluded from any overtime premium. Disputes on time allocations will be settled between the Shop Steward and the Assistant Location Manager.
- 11.4 An employee reporting for his school route or routes and such assignment was cancelled, shall be paid according to Schedule "A".
- 11.5 An employee who reports to work his regular assignment shall be permitted to complete his assignment unless he books off of his own accord with the Branch Manager's (or designate) permission, in which event he shall be allowed actual time worked at the basic rate.
- 11.6 Employees who report late for duty shall forfeit their assignments and seniority for the day. In the event there is a shortage of employees the Company reserves the right to hold such employee as a spare or casual driver, who shall be considered as junior to any spare or casual employee for the day and if so held shall be paid the basic rate for the time held.

- 11.7 Employees will be given a minimum of eight (8) hours rest between assignments of one (1) day to the first assignment of the next day.
- 11.8 Employees delayed on route more than ten (10) minutes due to any cause beyond control must report to the Company for the purpose of being replaced on their next assignment, if required hours are not sufficient. If there is not enough time to report for their next assignment, that assignment will be scheduled by the Company.
- 11.9 It is understood that overtime does not apply to the long day charter or premium.
- 11.10 Only overtime authorized by the Company shall be worked, except in an emergency where advanced permission is not obtainable.
- 11.11 The provisions of Clause 11.4, do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call.
- 11.12 In the event of a break down or snow delay, the employee shall be paid at the applicable rate (school charter, cover rate) for the work being performed.
- 11.13 When a driver is placed on standby by dispatch, the employee shall be paid for the time he has waited plus the time to complete the run at the hourly rate.
- 11.14 Drivers covering an additional school run (s) will be paid the value of the run covered or the portion covered.
- 11.15 (a) When requested by the dispatch office to complete or update the student registration and route description statistics required by the Boards, the said drivers will be paid at the non revenue hourly rate according to Schedule A up to a maximum of one (1) hour unless authorized by the Company.
- (b) When school bus drivers are required to do a dry run, phone their noon kindergarten children and do their driving directions they will be paid up to a maximum of four (4) hours at the cover rate unless authorized by the Company.
- 11.16 Employees who report late for duty shall forfeit their **run/charter**. In the event there is a shortage of employees the Company reserves the right to hold such employees as a spare or casual driver, who shall be considered as junior to any spare or casual employee for the day and if so held shall be paid the basic rate for the time held.
- 11.17 Employees having to change busses for a customer request will be paid one (1) hour at the cover rate. (fueling, sweeping)
- 11.18 When ever possible, employees will be given twenty-four (24) hours notice for scheduled servicing. If the driver is not able to comply, the Company will make alternate arrangements.
- 11.19 Non-revenue (cover rate) work will be awarded by seniority from the sign up sheet. After three (3) refusals by the employee, his/her name will be moved to the bottom of the sign-up sheet.

- 11.20 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 weather.

ARTICLE 12: DAYS OFF

- 12.1 Assigned employees shall have two (2) consecutive days off duty each week.
- 12.2 When in the opinion of the Company, it is impractical to grant to any employee consecutive days off duty each week, the situation shall be discussed with the Local Chairperson for the purpose of reaching mutual agreement on the assignment of non consecutive days off or other suitable arrangements.
- 12.3 Frequent Absences – Employees who book off more than three (3) times in a thirty (30) day period, other than emergencies or certified medical may be subject to disciplinary action, which might include their run(s) being posted.
- 12.4 Other than illness or emergencies, employees will provide twenty-four (24) hours notice if they require to book off their scheduled work.
- 12.5 In the event that a home port employee books off, other than for illness or emergency, the driver may be required to return the bus to one of the companies' depots.

ARTICLE 13: RELIEF WORK AND PRESERVATION OF RATES

- 13.1 The rates of pay for new positions established within the scope of this Agreement shall be in conformity with the rates of pay for positions of similar kind or class in the Company.
- 13.2 An employee who has completed one (1) full working day in a higher classification shall be paid at the rate of pay for that classification for that day.
- 13.3 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- 13.4 Bus changes shall be done by the Maintenance Department, except when the bus change is required for transportation need, in which case the bus change will be done by the employee, if available. Drivers will not be obligated to operate the bus when it is being pushed.
- 13.5 When an employee's pay cheque is short by twenty five (\$25.00) dollars or more due to Company error, the Company will issue to the employee (cash or cheque) the full amount within seventy-two (72) hours. Amounts under twenty five (\$25.00) dollars shall be given in the next pay period.

ARTICLE 14: PAID HOLIDAYS

14.1 The following days shall be recognized as paid holidays:

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

14.2 If, however, the celebration of one (1) or other of the above mentioned holidays is determined by either the Federal Government or by the Provincial Government, these holidays must be observed on the date so determined.

14.3 To qualify for holiday pay, an employee must have worked fifteen (15) days of the previous (30) days.

14.4 (a) An employee who is required to work on a holiday for which they are qualified for holiday pay in accordance with Clause 14.3 will be granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment, at a mutually agreed time. So far as may be practical, the day off will be consecutive with a regular day off or with his vacation period.

(b) Employees working statutory holidays are paid his/her stat plus time and half (1.5) for hours worked. Statutory holidays will be paid according to a school bus driver's regular rate of pay. School bus drivers not posted to a regular run will be paid the average rate of their pay for the previous ten (10) working days.

14.5 School bus employees who operate a school bus shall receive the equivalent pay of their school run(s) for that day; this will include kindergarten and late runs, providing the employee performs them regularly.

14.6 If one (1) of the paid holidays falls on an employee's assigned day off, the following working day will be considered a paid holiday at the rate of pay mentioned above.

ARTICLE 15: VACATION PAY

15.1 Employees shall receive vacation and vacation pay on the following basis:

(a) Employees who have maintained a continuous employment relationship with the Company of less than one (1) year, shall receive vacation pay at the rate of four (4%) percent of their gross earnings.

(b) Employees who have maintained a continuous employment relationship with the Company of one (1) year or more but less than five (5) years shall receive for

vacation a period of two (2) weeks and shall receive vacation pay at the rate of four (4%) percent of their gross earnings.

- (c) Employees who have maintained a continuous employment relationship with the Company of five (5) years or more shall receive for vacation a period of three (3) weeks and shall receive vacation pay at the rate of six (6%) of their gross earnings.
- (d) Employees who have maintained a continuous employment relationship with the Company of ten (10) years or more, shall receive for vacation a period of four (4) weeks and shall receive vacation pay at the rate of eight (8%) of their gross earnings.

Separate cheques shall be issued for vacation pays and calculated for Income Tax, EI and C.P.P., in accordance with the amount of vacation pay.

Gross earnings shall for the purpose of calculating vacation pay, accrue from the first (1) day in June each calendar year to the thirty first (31) day of May the following year. A statement of earnings will be provided each employee. The period of continuous employment relationship will be calculated at the thirty first (31) day of May in the year in which the vacation pay cheque is issued.

Vacation pay cheques shall be issued no later than June 15th, each year.

- 15.2 All employees must take their vacation period and the vacation period must not interfere with school operating days. The application for vacation period made by employees must be made to the Dispatcher at least one (1) month in advance of the employees desired vacation period. Requests will be discussed and a mutual agreement reached between the employee and the Company.
- 15.3 Unless mutually agreed, employees who do not apply for vacation as set out in Clause 12.3 shall be required to take their vacation at a time prescribed by the Company, except in the case of illness or leave of absence.
- 15.4 An employee who leaves the service of the Company for any reason shall receive any accumulated vacation pay due.
- 15.5 It is understood that any employee who leaves the Company of his own accord is expected to give prior notice to the Company; failure to do so will result in the vacation being paid in the next pay period.
- 15.6 An employee who is laid off by the Company (other than for Christmas, Easter, March break or the normal school summer period) may request and will receive any vacation pay due.
- 15.7 Vacation days will be exclusive of the assigned rest days and paid holidays specified in this Agreement. Employees going on vacation will not be required after seven (7) P.M., on the last working day prior to their assigned rest days, unless agreed to by the employee.

ARTICLE 16: HEALTH AND WELFARE

- 16.1 The Company shall make premium remittances to provide an insurance plan to cover sickness, accident and drugs, which shall be made available to full time employee of the bargaining unit. The Company will pay ninety percent (90%) of the premium costs of the insurance. The insurance will comprise the following:
- | | | |
|-----|----------------------------------|----------------------------|
| (a) | Life Insurance | \$30,000 maximum |
| (b) | Accidental Death & Dismemberment | \$30,000 maximum |
| (c) | Weekly Indemnity | To meet E.I. requirements. |
- 16.2 Casual and part time employees are ineligible to participate in any of the benefits, as set out.
- 16.3 **The company will contribute seventy-five dollars (\$75.00) in year one, eighty dollars (\$80.00) in year two and eighty-five dollars (\$85.00) in year 3 to the cost of a medical, for the renewal of Class "B" licenses upon submission of a receipt.**

ARTICLE 17: LEAVE OF ABSENCE

- 17.1 The-Shop Steward shall each be granted leave of absence with pay, not to exceed eight (8) hours each, 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 Company will not be required to pay overtime rates to any relieving employee.
- 17.2 **Upon written request of the Union and/or local chairperson, employees delegated and attending general business of the union shall be granted leave of absence without pay for that purpose. The Union and/or local chairperson will give as much advance notice as possible prior to the effective date of the requested leave of absence. A maximum of three (3) drivers shall be granted leave of absence with pay at any one time unless specific arrangements have been made between the local chairperson and location manager.**
- The employer shall invoice the Local Union once per month for lost wages and benefits for said leaves.**
- 17.3 The Company may grant a leave of absence without pay to any employee for legitimate reasons. The request and granting of the leave shall be in writing. The company may, at its discretion, grant such leave of absence for a period of up to three (3) months and the leave may be extended.

Leave of absence may be extended by the company upon application in writing from the employee, provided such application is received at least seven (7) calendar days prior the expiration of leave of absence.

- 17.4 Absolute proof of illness or other valid reasons mutually agreed to by the Company and the Union preventing return of an employee from an approved leave shall excuse the employee's failure to return upon expiry of the leave.
- 17.5 An employee who returns from an authorized leave of absence within the current school year shall resume his former position (school runs and/or programs).
- 17.6 Employees may be granted three (3) months leave off absence for educational purposes. Proof of course (s) must be provided. The Employee's seniority will be frozen during the leave of absence.

ARTICLE 18: BEREAVEMENT / ATTENDING COURT

- 18.1 When a member of the employee's immediate family dies, the employee is entitled to bereavement leave for up to three (3) consecutive working days with pay, immediately following the day of death. The employee must have served three (3) months of continuous service at the time of death.

Immediate family means, "the spouse, parents, children, sisters/brothers, father/mother-in-law, sister/brother-in-law, grandfather/grandmother of the employee, and includes any relative permanently residing in the employee's household, or with whom the employee resided.

In the event of the death of an employees spouse or child, an employee will be granted three (3) scheduled working days off with pay, within seven (7) days of the date of death.

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

18.2 Jury/Witness Duty

Employees who lose time by reason of being required to attend court cases or coroner's inquests in which the Company is involved, will be paid their regular earnings for the time away from work, plus expenses agreed upon by the Company and the Local Chairperson. Should the time exceed the hours that the employee would normally work in the day, the employee shall receive the time spent in excess of the regular daily hours of the employee at the Cover rate of pay. When employees on their weekly days off are called to help or to serve, they will be paid for the actual time spent at the hearing at the Cover rate of pay.

- 18.3 The company shall grant leave of absence without loss of seniority rights to an employee who serves as a juror or witness in any court/coroners inquest. The Company shall pay such employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for traveling, 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 their employment shall be considered as time worked at the appropriate rate of pay at straight time.

ARTICLE 19: EMPLOYEES HELD FOR INVESTIGATION OR COMPANY BUSINESS

- 19.1 An employee at the Companies' direction, held for investigation or other Company business and no responsibility being attached to them in connection with the matter under investigation or Company business, shall be paid for anytime lost. If no time is lost, the employee will be paid for actual time held at their basic rate, plus expenses agreed upon by the Company and the Local Chairperson. When employees are called on their weekly days off, they will be paid for the actual time held. Any investigative time spent or time lost by the employee will not be compensated if the employee is disciplined as a result.

ARTICLE 20: MODIFIED WORK

- 20.1 When mutually agreed between the Location Manager and the National Representative and/or Shop Steward an employee who has become unfit to perform his usual occupation may be placed in a position covered by this Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to displace an able bodied employee to provide suitable employment. Employees placed in another seniority section will accumulated seniority in such section only from the date the employee starts work therein.
- 20.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 20.3 An employee placed in a position under the provisions of this Clause 20.1, shall not be displaced by an able bodied employee, so long as the incapacitated employee remains in the position. Should the employee subsequently recuperate, the employee shall be subject to the rules of this Clause prior to an appointment being made.
- 20.4 The Company shall furnish the National Representative and/or the Shop Steward with full particulars of each case subject to Clause 20.3, prior to an appointment being made.
- 20.5 Employees from this bargaining unit shall be given preference over outside applicants in filling vacant positions not covered by this Agreement, provided they have the necessary qualifications.
- 20.6 Should an employee have an accident that qualifies under the Workers' Compensation Act, the employee shall, subject to the approval of Company, be reimbursed by the Company at the rate payable under the Act. The employee shall sign a waiver to the effect that all monies payable to him from Workers' Compensation shall be made payable to the Company.

- 20.7 The Company agrees to offer and the employee agrees to accept suitable modified duties to employees within their restrictions upon return to work from an absence due to a work related disability, injury or illness that has been and continues to be approved by the WSIB for compensation.

ARTICLE 21: GENERAL

- 21.1 An employee dismissed, or leaving the service of the Company with due notice, shall be given their Record of Employment for Employment Insurance purposes and will be paid in the next pay period.
- 21.2 Employees wishing to view their file shall provide in writing twenty-four (24) hours advance notice to the Company.
- 21.3 Adequate driver room and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Company, and shall be available to employees during normal working hours. Employees are expected to assist in maintaining the cleanliness of the driver's room.
- 21.4 **Uniforms**
- (a) Line Drivers and Unrestricted Drivers will be paid up to \$100.00 per year upon submission of receipts.
 - (b) Mechanics and servicemen shall be supplied with five (5) pair of coveralls per week 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.
- 21.5 Notices of interest to employees may be posted on the premises by the Union, on a notice board provided by the Company. A copy of all notices shall be given to the Location Manager.
- 21.6 The Company and the Union agree to cooperate in the establishment of a Joint Labour Management Consultation Committee, composed of equal number of representatives of the Company and employees. This Committee will be governed by the rules and regulations drawn up and agreed to. The object of the Committee shall be: To provide and facilitate co-operation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between management and labour and maintaining harmonious mutual relations between them. Labour Management meetings shall not interfere with the Local Chairpersons and Authorized Local Representatives workload. It must be mutually agreed as to the time and the date of Labour Management meetings.
- 21.7 It is understood that professional development days are not paid by the Company. Employees on the basis of seniority shall have a preference on open runs of their choice on a professional development day in order of seniority; provide they have notified dispatch in writing at least three (3) days prior to the day.

- 21.8 The Company will pay fifty percent **(50%)** towards the cost of printing the Collective Agreement.
- 21.9 Free transportation shall be granted to all full time and part time employees on line runs operated by FirstCanada ULC. An Employee's spouse and dependents shall be granted passes upon the request of the employee.
- 21.10 **Paid Education Leave**
- The company will pay three hundred and fifty dollars (\$350.00) in the first year of the contract, three hundred and seventy-five dollars (\$375.00) in the second year of the contract and four hundred dollars (\$400.00) in the third year of the contract for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid in June of each contract year into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Paid Education Leave Program, CAW-Canada, 205 Placer Court, North York, ON M2H 3H9.**
- 21.11 The use of Company vehicles other than for authorized Company business is prohibited. All busses should be returned to their parking locations following their school runs unless permission has been granted to do otherwise.

ARTICLE 22: SAFETY & HEALTH

- 22.1 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").
- 22.2 The Company further agrees to the establishment of a joint Health & Safety Committee which will be composed of three (3) employees appointed by the Union and three (3) 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.
- 22.3 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.

- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 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.
- 22.9 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.

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.

- 22.10 If the company requires a medical certificate, doctor's note, or a note from a specialist from an employee, the company shall pay \$20.00 for a doctor's note. All monies will be paid upon submission of a receipt.
- 22.11 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.
- 22.12 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle (as prescribed by the company) and to ensure in the course of same that windshield washer reservoirs are filled on all buses equipped with same.
- 22.13 Employees may be required to attend compulsory work related seminars. The employees shall be reimbursed the sum of twenty-five dollars (\$25.00) upon completion of the compulsory seminars. The workshop will be scheduled so that it does not interfere with the employee's earnings.
- 22.14 As per the Focus on Safety Handbook, employees who are involved in three (3) Category One accidents in a twenty-four month period may be dismissed.

ARTICLE 23: NO DISCRIMINATION

- 23.1 The Company and the Union agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on 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.
- 23.2 There shall be no discrimination, intimidation, interference, restraint, or coercion by or on behalf of the Company or the Union and the Company or the Union will not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, disability, nor will they condone sexual harassment in any form.

23.3 The parties agree to abide by the Canadian Human Rights Act.

ARTICLE 24: WORKPLACE HARASSMENT

24.1 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 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.

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

24.3 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,
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

24.4 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.

24.5 Filing a Complaint:

- (a) 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.

- (b) 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.

24.6 Investigation:

- (a) 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 Plant Chairperson.
- (b) The Plant 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 person of the same gender as the complainant.
- (c) 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.

24.7 Resolution:

- (a) 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 Plant Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Plant 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.
- (b) 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 is 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.

24.8 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.

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

ARTICLE 25: 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.

- 25.1 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

- 25.2 The Union may elect, 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.

- 25.3 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 paragraph 4.

- 25.4 (a) In the event of a layoff in the Skilled Trades, if work normally and historically performed in house by this trade, excluding warranty work, had been contracted out or has been scheduled to be contracted out, the company will review such work with the Skilled Trades Steward and a member of that trade with the intent of returning the work to the plant.
- (b) Work normally performed by employees in the bargaining unit shall not be contracted out if this would result in the layoff of employees in the unit or maintain a layoff. This article does not include any warranty work. An employee on layoff

would be given the option of returning to work to perform such work. If the employee turns down the work opportunity then the company could contract out the work in question.

25.5 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.

25.6 The Company shall establish a system of on the job training for the employees who are required by the Company to upgrade their knowledge and skills and they shall be allowed a reasonable opportunity to learn the work. Opportunities for training shall be allocated according to seniority and qualification within the classification.

25.7 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.

25.8 Staff Reduction and Recall to Service

- (a) When reducing forces, the junior employee in the affected classification shall be notified at least **fourteen (14)** days prior to the effective date;
- (b) A displaced employee may exercise his seniority in a classification other than his own, by displacing a junior employee, provided he has sufficient qualifications to perform all the work, failing which he shall:
 - (i) Exercise his seniority within his classification;
 - (ii) he is unable to exercise his seniority he will be laid off.

25.9 Apprentices

- (a) An employee engaged as an apprentice to learn a trade as a Motor Vehicle Mechanic Class A/Body Shop 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/Body Shop Technician Class B, 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/Body Shop Technician Class B.

- (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/Body Shop Technician Class B 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 or Body Shop Class B license, 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.

25.10 Service Calls

- (a) Except in an emergency, mechanical breakdown of buses within a thirty (30) KM radius shall be performed by one licensed mechanic or apprentice, or serviceman.
- (b) During inclement or cold weather, employees who are required to perform outdoor work will be provided with winter parka, overshoes and gloves.
- (c) Employees on service call after their regular hours of work will be paid at time and one half (1-1/2) their hourly rate with a minimum of one (1) hour if continuous with their assignment, or a minimum of four (4) hours if not continuous with their assignment.
- (d) An employee on a service call for three (3) hours or more will be entitled to meals, paid for by the Company, one (1) for every four (4) hours thereafter, with a maximum of **thirty-six dollars (\$36.00)** per day. The maximum per meal is **twelve dollars (\$12.00)**.
- (e) All other expenses that may be necessary shall be paid or reimbursed by the Company.

25.11 Hours of Work and Meal Periods

- (a) All garage employees are expected to be ready at their work station to commence work at the beginning of each work period. Mechanics will not be required to report for duty at remote locations without being paid.
- (b) All garage employees shall be assigned eight (8) consecutive hours per day, exclusive of meal period for five (5) days per week.
- (c) All garage employees shall be assigned one (1) hour as a meal period between the fourth (4th) and the sixth (6th) hours of his assignment.
- (d) If an employee works his full assigned meal period, he shall be paid time and one half (1-1/2) his hourly rate and be granted one half (1/2) hour to eat at the first

opportunity without loss of pay. If an employee works only part of his assigned meal period, he may be paid for all time worked at regular time or take his time off as a meal period.

- (e) All employees shall be granted two (2) rest periods of fifteen (15) minutes, one (1) in the first half (1/2) and one (1) in the second half (1/2) of his assignment, unless otherwise agreed by the Union and the Company.
- (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.
- (g) The normal hours of operation for garage employees will be eight (8) hours per day, five (5) days per week exclusive of statutory holidays. A fixed work schedule shall be posted every six (6) months at December 1 and June 1 except for Bus Wash attendants, who's work will be posted once a year at December. The schedule as posted cannot be changed to absorb overtime. Any change after the posting of the shift schedule that is necessary for operational requirements shall not be posted until agreed to between the National Representative of the Union and the Branch Manager or his designate.
- (h) All positions shall be declared vacant and bulletined in order to allow all employees to choose their assignment in accordance with their qualifications and seniority.

25.12 Overtime and Calls

- (a) Time worked by an 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. 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) An employee working overtime not continuous with before or after his assigned hours shall be paid a minimum of four (4) hours at one and one half (1-1/2) times the hourly rate for each call in one (1) day. The Company will make reasonable effort to notify employees three hours prior to the ending of their shift of contemplated overtime assignments.
- (c) An employee scheduled to work on an assigned day of rest shall receive the greater of the time spent working or four (4) hours at the overtime rate of pay of time and one half (1-1/2), except that an employee who has worked on both his first and second day of rest, shall receive the greater of, the time spent working at two (2) times the employee's regular rate of pay, or the four (4) hour minimum at double time.
- (d) In case of emergency, if an employee is required immediately, the Company shall pay the cost of his transportation, if such is necessary.
- (e) Overtime shall be called by seniority and classification, continuous with before, or after his regularly assigned hours of work, unless otherwise agreed to by the Union.'

- (f) Planned overtime shall be posted at least twenty-four (24) hours before the scheduled overtime is to take place.
- (g) An employee may bank up to thirty-six (36) hours at the appropriate overtime rate on the basis of one (1) hour banked for one (1) hour worked. Employees who wish to take time off using the time banked shall make application to the foreman in writing at least one (1) week in advance of the time off. In the case an employee cannot take the banked time off before December 31 each year, the employee will be paid for the hours banked.
- (h) If an employee is taking time off due to personal illness, then the Company will waive the one (1) week notice time. 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.
- (i) A maximum of one (1) mechanic and one (1) stock room clerk can be off work on banked time at any one time.

25.13 Assigned Days Off Duty

- (a) An employee shall be assigned two (2) consecutive days off duty each week. Such assigned days off duty shall be consecutive. Except for Christmas and New Years holidays, days off duty may be changed, by mutual agreement between the Union and the Company, to more consecutive days off with the holiday.
- (b) The Company shall notify employees required to work on their regular assigned day off at least one (1) full working day before, except in the case of an emergency.

25.14 Relief Work and Preservation of Rates

- A) The rates of pay for newly created classifications shall be negotiated between the Accredited Representative of the Union and the General Manager or his designate. The new classification and rate of pay shall be included in a revised Schedule "A" and signed by the Accredited Representative of the Union and General Manager or his designate.
- B) Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- C) An employee temporarily assigned to a higher rated position shall receive the higher rate of pay on the minute basis. He shall not have his regular rate reduced if his assignment is on a lower rated position.
- D) If a newly created position or classification causes a grievance, the position or classification shall not be established until the matter is settled.

25.15 Vacations

- (a) All vacation entitlement shall be calculated on the basis of time worked from the first pay period in June annually to the last pay period in May. A statement of the gross earnings of an employee of the previous year from June 1 to May 31 shall be included with his holiday pay. Gross earnings means all income earned during the year excluding tool and boot allowances. Employees shall receive vacations on the following basis:
- (i) 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.
 - (ii) Employees who have maintained an employment relationship with the Company of one (1) year or more shall receive a vacation of two (2) weeks with pay, or four (4%) percent of his gross earnings of the previous year, whichever is greater.
 - (iii) Employees who have maintained an employment relationship with the Company of five (5) years or more shall receive a vacation of three (3) weeks with pay or six (6%) percent of his gross earnings of the previous year, whichever is the greater.
 - (iv) Employees who have maintained an employment relationship with the Company of ten (10) years or more, shall receive a vacation of four (4) weeks with pay, or eight (8%) percent of his gross earnings of the previous year, whichever is greater.
 - (v) Employees who have maintained an employment relationship with the Company of twenty (20) years or more, shall receive a vacation of five (5) weeks with pay, or ten (10%) percent of his gross earnings of the previous year, whichever is greater.

NOTE: A statement of the gross earnings of an employee shall be included with his holiday pay. An employee shall be paid his holiday pay on the last pay before taking his holidays.

- (b) For the purpose of computing service qualifications of an employee to be entitled to vacations, total time off due to personal illness or leave of absence or non-compensable personal injury or for the purpose of attending committee meetings up to fifty (50) working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from service in the case of injury for which the employee received Workers' Compensation up to a maximum of one hundred (100) working days. In any case of personal illness or non-compensable personal injury the Company shall have the right to request a medical certificate from the employee. Total time off in any calendar year in excess of the number of days mentioned above shall be deducted when computing service and in that event, a vacation credit shall be reduced on a pro rata basis.

- (c) Vacation schedules shall be formulated annually as a result of joint discussions between the Company and the Union. These schedules must be posted by the Company in the first week of March and employees, in order of seniority, must make their selections prior to the 31st of March. These schedules must be finalized and posted by April 15th in each year. It is further understood that the Company shall notify the employees no later than March 15th if the garage will be closed at any time during the summer months. For school bus operations: At any given time a minimum of two employees, by seniority, will be allowed to take vacation at the same period of time if they so choose.
- (d) Unless mutually agreed, employees who do not apply for vacation prior to the 15th of April shall be required to take their vacation at a time prescribed by the Company, except in cases of illness or on a leave of absence.
- (e) An employee who leaves the service of the Company for any reason when he has to his credit a period of accumulated vacation or an amount of vacation money to his credit in accordance with the terms of this Agreement shall receive the amount of unused vacation credit accruing to him and calculated to the date of his separation from the Company. Any such vacation credit shall be paid to him at the time of separation.
- (f) An employee who is laid off shall be paid for any vacation credit still due to him for service in the previous year, and if not recalled to the service will, upon application, be allowed pay in lieu of any vacation due him for the current year.
- (g) An individual who:
 - (1) leaves the service of his own accord;
 - (2) is dismissed for cause and not reinstated in his former seniority standing within one (1) year of date of such dismissal will, if subsequently returned to the service, be required to again qualify for vacation with pay. He may be reinstated with his seniority only by mutual agreement between the Company and the Union.
- (h) An employee who is accepted for employment and has transferred from another Division within the Company from Ontario or Quebec shall have his past service calculated in the allocation of vacation.

25.16 Health and Welfare Plan

- (a) All employees with ninety (90) days service with the Company will be provided with the standard FirstCanada benefit package for mechanics and transit drivers which includes insurable benefits to cover life, sickness and accident, weekly indemnity, vision care, dental and drugs.

Weekly Indemnity Benefit maintained at level required to meet U.I.C. registered criteria.

- (b) Employees will be reimbursed effective June 1st of up to \$165.00 not more often than once every three (3) years for the re-imbursement against receipt for the purchase of prescription safety glasses.

25.17 Out of Town Work

Employees required to perform work for the Company at out of town locations shall be paid the full cost of hotel accommodation and meals, provided in Article 25.10 (d) The Company shall supply the transportation and, if unable to do so, will pay a car allowance of forty (\$0.40) cents per kilometre and cost of parking. The Company agrees to provide an equivalent expense amount in advance.

25.18 Tool Allowance and Insurance

- (a) Licensed Mechanics and Apprentices - A tool allowance of **three hundred and twenty dollars (\$320.00)** in year 1 and **three hundred and thirty dollars (\$330.00)** in year 2 and **three hundred and forty dollars (\$340.00)** in year 3 of this agreement will be paid on the first pay of December each year to all employees who require tools to perform their duties.
- (b) Tool allowance is to be paid on a separate cheque, but it is recognized that the allowance is a taxable benefit. These amounts will be prorated for new employees or those promoted during the current year. This system shall not apply to employees on sick leave or leave of absence during the current year.

All power tools with a half-inch drive or more shall be supplied by the Company for the employees' use in the garage.

- (c) A fire and theft insurance shall be provided, to a maximum of thirty-five (\$35,000.00), to each employee who is required to provide tools, subject to the tool list, to perform their duties. The Company will furnish to the employees a current insurance policy summary.

25.19 An allowance of one hundred and **seventy dollars (\$170.00)** will be paid on the first full pay of **December 2012** for safety boots to all garage employees, no receipt required. Rubber boots shall be made available by the Company to all employees required to wear them. The boot allowance will be prorated for time worked during the current year.

Article 26: Correspondence

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

26.02 **All communications between the parties shall be addressed to:**

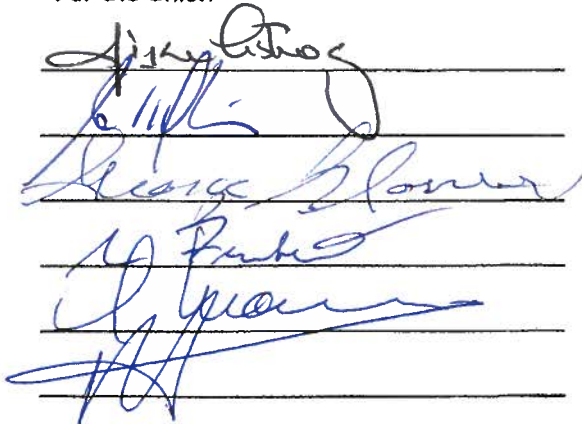
- (a) **Manager and President or designate FirstCanada ULC**
- (b) **President or designate and local chairperson of the CAW at the last known address in the union.**
- (c) **Copy to regional office of the Union.**

Article 27: Duration of the Agreement

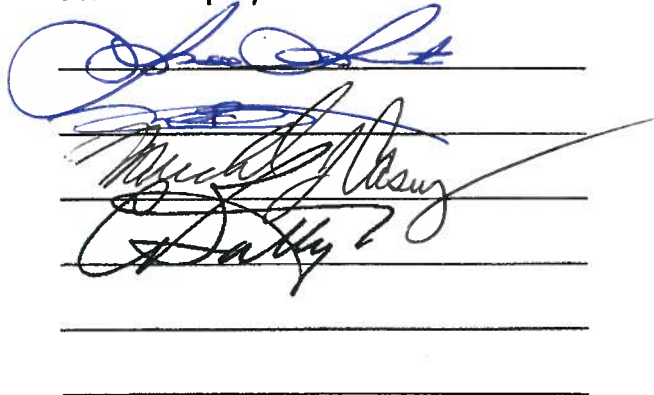
This Agreement shall be effective from the date of signing and shall remain in force and effect until June 30, 2014. Thereafter it shall automatically renew itself from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the parties to this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

Signed at Ottawa, Ontario, this [] th day of November 2012.

For the Union

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For the Company

The Company side of the signature block contains three handwritten signatures in blue ink, each written over a horizontal line. The signatures are stylized and difficult to read.

Schedule "A"

Wages and Classifications:

1. Assigned School Bus Operators

Time	Effective July 11, 2011	Effective July 1, 2012	Effective July 1, 2013
1:01-1:30	\$16.09	\$16.41	\$16.74
1:31-2:00	\$24.14	\$24.62	\$25.11
2:01-2:30	\$32.18	\$32.82	\$33.48
2:31-3:00	\$40.23	\$41.03	\$41.85
2:31-3:00	\$48.27	\$49.24	\$50.22
HTS Runs Hourly Rate	\$16.10	\$16.42	\$16.75

2. Travel Time Premium

Commencing on July 1, 2009 drivers will receive a premium payment equivalent to twenty (20) minutes at the hourly rate in force for a.m. p.m. and mid-day regular HTS runs. This is a premium payment and not an increase in actual hours worked for the purposes of determining full-time / part-time status.

	<u>July 1/11</u>	<u>July 1, 12</u>	<u>July 1, 2013</u>
Flat Rate per scheduled HTS run:	\$5.36	\$5.47	\$5.58
Ottawa Board of Education (OBE)	\$15.13	\$15.43	\$15.74

Note: Hours applied will include all work as outlined in Section 11.1 of this agreement:

3. New Drivers not holding a valid Class B license when commencing employment with the Company will receive a ten percent (10%) reduction in the effective run for home-to-school (HTS) runs (non OBE) for their first twelve (12) months of employment.

4. <u>Cover Rate (Non Revenue)</u>	\$10.46	\$10.67	\$10.88
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The cover rate will also apply to the time spent waiting at the Company's request for bus from the service department.

5. Report Pay – One hour or less assigned school bus operator rate.

	<u>Ratification</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
6. <u>School & Public Charters</u>			
a) Ottawa Carleton Region	\$31.94	\$32.58	\$33.23
Flat run rate			
i) Multiple Pick Ups - Flat rate	\$5.53	\$5.64	\$5.75
b) Other Charters			
Driving Rate	\$13.38	\$13.65	\$13.92
Waiting Rate	\$12.25	\$12.50	\$12.75
c) Cancellation fee			
Drop Charters	\$15.97	\$16.29	\$16.62
d) Charter Evening Premium (Ottawa Carleton) after 19:00 hours			

i) Drop and Return	\$6.21	\$6.33	\$6.46
ii) Return only	\$3.10	\$3.16	\$3.22
e) Public or School - Ski Hill Charters (Within eight (8) kilometers of ski hill named)			
i) Fortune	\$39.23	\$40.01	\$40.81
ii) Cascade, Edelweiss & Vorlage	\$52.10	\$53.14	\$54.20
iii) Lac Philippe	\$53.56	\$54.63	\$55.72
iv) Lac Peche & Le Haven	\$63.38	\$64.65	\$65.94
f) Charter Meal Allowance			
i) Charter longer than 9 hours	\$15.28	\$15.59	\$15.90
ii) Charter longer than 12 hours	\$20.35	\$20.76	\$21.18
iii) Full day (2nd & subsequent full day)	\$25.92	\$26.44	\$26.97
g) Ottawa Airport – (To or from)			
One (1) way drop	\$22.54	\$22.99	\$23.45
h) Drop Charters –			
Supplementary Pay	\$9.96	\$10.16	\$10.36
i) Driver & Shuttle Programs	\$14.40	\$14.49	\$14.98

7. Hydro Allowance

\$80.00 / Year

Vehicle plug-in payment for employees authorized to keep their vehicles at home. Power cords must be returned to the company to receive payment. Cords to be signed- out each year.

8. Skilled Trades

a) Wages

<u>Classification</u>	<u>Effective July 1/11</u>	<u>Effective July 1 /12</u>	<u>Effective July 1 /13</u>
Class A Mechanic	\$25.61	\$26.26	\$26.86
Stockroom Clerk	\$16.02	\$16.46	\$16.91
Lead Hand Premium (per hour)	\$25.96	\$26.61	\$27.21
Serviceman	\$16.02	\$16.46	\$16.91
Bus Wash / Fueler / Handyman	\$13.00	\$13.26	\$13.53
Assistant Stockroom Clerk (part-time)	\$16.02	\$16.46	\$16.91

b) Apprentice Mechanics will be paid a percent of the Class A Mechanic Rate as determined by the following scale:

Apprentice Year 1 – 60%
Apprentice Year 2 – 70%
Apprentice Year 3 – 80%
Apprentice Year 4 – 90%

Retroactivity

In addition, all drivers will be paid a lump sum equal to 2.00% of gross earnings, excluding charter earnings, accumulated between July 1, 2011 and the conclusion of the pay period containing the date of ratification. Maintenance will have the same calculation applied to total earnings over the same time period.

Schedule "B"

Zone Map

Public/School Charters
(Line Runs Excluded)

Boundaries

- East: Cumberland and Clarence Township Boundary Rd (Canaan Rd)
- South: Regional Road 8 West to Bank Street (Hwy #31)
- West: Bank Street (Hwy #31)
- North: Maisonneuve Blvd in Hull to Gatineau River (includes Hull Casino)

LETTER OF UNDERSTANDING No. 1

1. The Company will provide at the Branch(s), raincoats to be made available to employees who are required to perform work or service calls out of doors.
The raincoats when not being used will be returned to the Division.
2. The current practice so long as it remains practical for the bus wash/fueller/handiman of commencing work Sunday night shall continue.

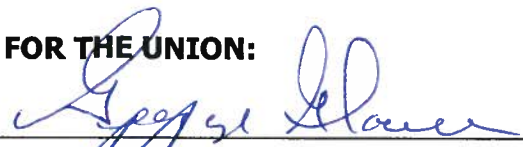
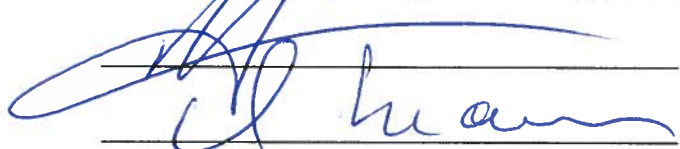
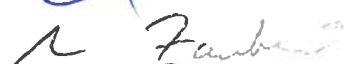
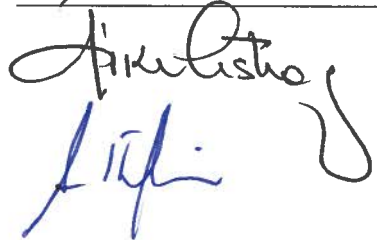
Dated at Ottawa this 16th day of November, 2012.

FOR THE COMPANY:





FOR THE UNION:

LETTER OF UNDERSTANDING No. 2 - Assistant Stockroom Clerk Part time

The Parties agree that the company would generally restrict the use of this position during periods when inventory is being taken or such other times after discussions with the Union. The position would not be utilized in the case of full time personnel being on layoff.

Dated at Ottawa this 16th day of November, 2012.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING No. 3 - E-Testing

The Company shall assign three (3) certified employees to perform the Drive Clean Emission Test required by the Ministry of Transportation of Ontario. Such training will be offered to mechanics in order of seniority.

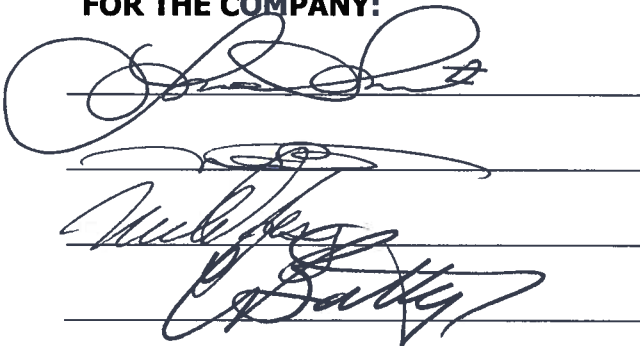
Where overtime is required, it shall be offered in seniority order to those certified mechanics. Where overtime is refused, the Company may assign the foreman to such duties in accordance with Item 6 of the "Preamble and Recognition".

Where only one (1) certified mechanic (or foreman as set out in Item 4 above) is available, overtime will then be offered in order of seniority to uncertified mechanics.

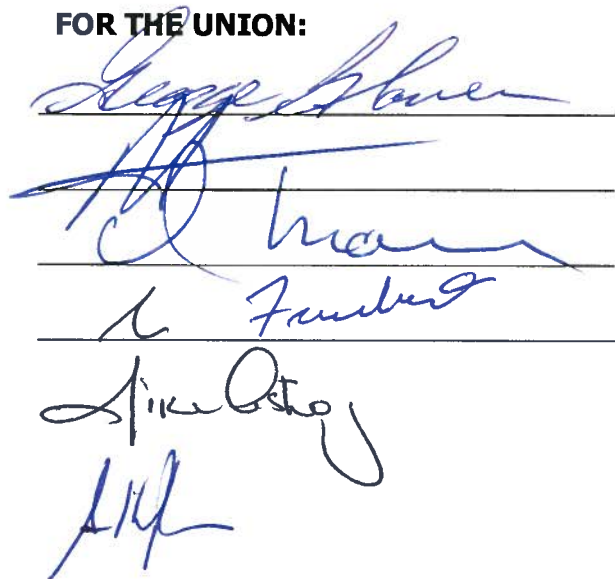
Where, during a regular shift, only one (1) certified mechanic or foreman is available, an uncertified mechanic may be assigned to assist with the test.

Dated at Ottawa this 16th day of November, 2012.

FOR THE COMPANY:



FOR THE UNION:

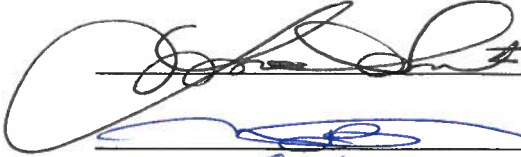


Letter of Understanding no. 4: Local 4266

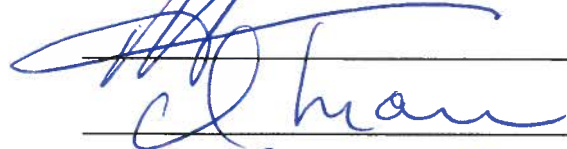
The parties mutually agree that this Agreement shall be the only surviving Agreement between the parties and all parties have agreed to seek an order before the Canada Labour Board to annex the previous Agreements of Local 4266 .

Dated at Ottawa this 16th day of November , 2012.

FOR THE COMPANY:




FOR THE UNION:



C. F. F. F.
S. F. F. F.
F. F. F. F.

Letter of Understanding #5

January 12, 1995

Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers

RE: Ottawa Board of Education O.B.E.

Dear Mr. Torre:

The parties to this Collective Agreement recognize certain specific provisions as set out below apply to drivers who normally perform work for the Ottawa Board of Education (O.B.E.)

- 1) The O.B.E. will determine the assignment of full time employees for all regular driving work, including the Christmas and March breaks.
- 2) When O.B.E. runs are cancelled the drivers affected will be paid one (1) hour at their rate of pay. This applies only in the case of the employee not receiving notification prior to leaving their home on the day of run cancellation.
- 3) O.B.E. drivers when requested by the Company, may become stand by drivers when released from O.B.E. assignments.
- 4) Wage Rate for drivers performing work for the O.B.E. board shall be those set out in Schedule "A".

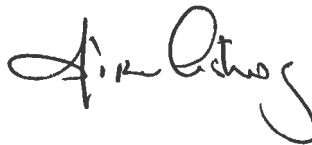
Signed this 16th day of Nov., 2012.

For The Company



Mike Casey

For The Union



Letter of Understanding #6

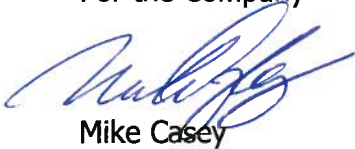
January 12, 1995

Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers

Dear Mr. Torre;

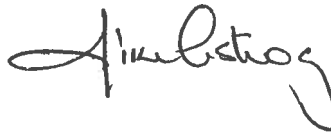
The parties to this Agreement shall enter into discussions with respect to transportation needs and costs should the Board of Education introduce a fee for service for transporting children to and from school. This applies solely to Laidlaw employee dependant children who would normally qualify for transportation on a Laidlaw school bus.

For the Company

A handwritten signature in blue ink, appearing to read "Mike Casey", written over a horizontal line.

Mike Casey

For the Union

A handwritten signature in black ink, appearing to read "Jim [unclear]", written over a horizontal line.

Letter Of Understanding #7

January 12, 1995

Mr. Eduoard Torre
Accredited Representative
Canadian Auto Workers

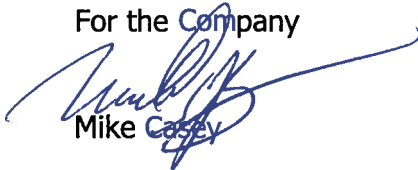
Dear Mr. Torre;

It is understood that full time employees and current part time employees who are already participating in the Health and Welfare package will be permitted to continue in the plan so long as they remain employees and members of the bargaining unit. The Company will pay ninety (90%) percent of the premium cost of those benefits as set out in Clause 13.1.

No further part time employees will be permitted to participate in any of the benefits, as set out.

It is further understood, that should the Ontario Government rescind the employer payroll tax, the parties agree that the portion of Clause 9.2 of the 1987/89 Collective Agreement that specifies the Company O.H.I.P premium will be in effect at the 1987/89 level.

For the Company



Mike Casey