

COLLECTIVE AGREEMENT

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

AND: **RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency of operations and service to the public and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - UNION RECOGNITION

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

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

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) to operate and manage its business in all respects in accordance with its obligations;
- (b) to direct the working force of the Company, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees;
- (c) the Union acknowledges further, that it is the function of the Company to hire, promote, demote, transfer and lay off employees and to suspend,

discipline, and discharge employees for just and sufficient cause. Any exercise of these rights in conflict with the provisions of this Agreement, shall be subject to the provisions under the grievance procedure, as set out in this Agreement.

ARTICLE 4 - UNION SECURITY

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

4.02 The Company shall deduct the Local Union Initiations Fees, special assessments, and the weekly regular Union dues in the amount and manner specified by the Union's By-Laws and constitution from each pay cheque due to each employee covered by this Agreement, and remit such monies so deducted to the Union on or before the 15th day of the following the month in which such deductions are made. The Company will at the same time submit a list of the employees from whose pay such deductions have been made. The Union agrees to indemnify the Company harmless against all suits, claims, or demands made against it by reason of the deduction of dues as aforesaid.

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

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

4.04 The Company shall forward to the Union, every September 15th, an up-to-date list of employees indicating their names, addresses and telephone numbers. Each list will include the names of those employees whom have left the Company.

ARTICLE 5 - RULES AND REGULATIONS

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

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

ARTICLE 6 - NO STRIKE, NO LOCKOUT

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

Agreement. It is understood and agreed that a lay off shall not be deemed to be a lock-out within the terms of this Agreement.

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

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

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

ARTICLE 7 - UNION REPRESENTATION

7.01 (a) The Company agrees to recognize four (4) stewards appointed by the Union for the purpose of processing grievances arising under the terms of this Agreement and meeting with the Company in respect of same. ***There shall be one (1) steward from the maintenance department and three (3) from the transportation department.*** The stewards so appointed shall constitute a Union grievance committee. It is understood and agreed that no more than two (2) members of the grievance committee shall be entitled to meet with the Company at any one time;

(b) The Company agrees to recognize a Union bargaining committee consisting of three (3) employees from the transportation department and one (1) employee from the maintenance department. Such committee shall represent the Union at all negotiations with the representatives of the Company for the purpose of amending or renewing this Agreement, including any period during which the parties are being assisted by a Conciliation Officer, Mediator or Conciliation Board;

(c) Employees who are members of the Union negotiating committee shall be known as "negotiators". Employees who are appointed to the Union grievance committee shall be known as "stewards."

(d) The Company agrees that all new employees shall be introduced personally to their respective Stewards at the time of hire.

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

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

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

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

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

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

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Should any dispute arise between the Company and the employees or between the Company and the Union as to the interpretation, application or alleged violation of any of the provisions of this Collective Agreement, every effort shall be made to settle such differences without undue delay in the following manner. The employee, who may be accompanied by a steward, may take the matter up with ***her Supervisor*** as soon as possible, but no later than three (3) working days after the occurrence of the events giving rise to the grievance or the time when they may reasonably be deemed to have come to the attention of such employee. Failing settlement of the grievance within two (2) working days thereafter;

STEP ONE

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

STEP TWO

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

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

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

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

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

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

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

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

8.08 (a) *In the event that the Company has received a complaint about an employee or if an employee has been in any event contrary to Company policies and procedures, the Branch Manager and/or her designate reserve the right to question employees in an effort to determine relevant facts. Upon such questioning, the Branch Manager or her designate shall offer steward representation to the employee.*

(b) In the event an employee is given a written warning, suspension, imposed discipline or is discharged, the Union Steward shall be present during such meeting and the employee shall be given sufficient time to confer with the Steward prior to the meeting. If necessary, during such meeting, the employee concerned shall be allowed to confer with the Steward as described above in private. Should the Steward not be available, the time limits shall be extended until the Steward is available. The Company and the Union agree that disciplinary penalties shall not be imposed unjustly or unreasonably.

8.09 (a) The Company and the Union agree that entries made on an employee's record, in respect of *her* involvement in accidents or incidences resulting in damages to any property, injury to any person, or expense to the Company, shall not be used in taking any future disciplinary action against the employee, or used as evidence before a Board of Arbitration, in total or in part, after the lapsing of twenty-four (24) months from the date of its occurrence if said accident or incident was preventable by the employee.

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

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

(b) The Company and the Union agree that entries made on an employee's record in respect of traffic violations under the Highway Traffic Act for which *she* has been convicted shall be removed from the employee's record after two (2) years;

(c) The Company and the Union agree that entries made on an employee's record in respect of a complaint from a customer of the employee or its agents or representatives or from any member of the General Public shall be removed from the employee's record after one (1) year;

(d) The Company and the Union agree that entries made on an employee's record in respect of any case other than those described in Article 8.09 (a) and 8.09 (b) herein shall be removed from the employee's record after one (1) year;

(e) The Company agrees that those entries referred to in Article 8.09 (c) and 8.09 (d) herein will not be used as evidence in any arbitration proceeding if such entry or entries are deemed to have been removed under the provisions of Article 8.09 (c) and 8.09 (d).

- (f) *The Company shall take disciplinary action against an employee within fifteen (15) calendar days of the incident (exclusive of Saturdays and Sundays) or fifteen (15) calendar days (exclusive of Saturdays or Sundays) of the date management became aware of the incident except for accident cases which shall be sixty (60) days.*

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

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

ARTICLE 9 - ARBITRATION OF GRIEVANCES

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

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

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

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

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

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

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

ARTICLE 10 - SENIORITY

10.01 Seniority is the principle of granting preference to employees for promotions, demotions, transfers, lay-offs, and rehiring after lay-offs, assignment of runs subject to the provisions of Article 10.01, Article 13, Article 14, Article 28, and all other matters in accordance with length of continuous service with the Company in the bargaining unit, providing only that an employee has the qualifications necessary to fill the normal requirements of the job. An employee shall be considered to be on probation until **she** has worked for the Company for a period of ninety (90) calendar days in the case of employees in the Mechanical Department from the date upon which such employee commences work.

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

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

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

10.03 In the event of a lay off or recall to work following a lay off, probationary employees shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in reverse order of seniority such that the most senior employee shall, subject to Article 10.01 and 10.04 herein, be laid off last and recalled first.

10.04 (a) With respect to Transportation Department employees, the lay off and recall procedure provided for in Article 10.03 herein shall apply save only that it is agreed and understood that the Company shall at all times be entitled to deploy its resources in an economic manner and to discharge its contractual obligations and responsibilities to the school boards it serves and that accordingly, in the event of a lay off or recall to work following a lay off, the following shall apply:

- (i) In cases where the starting point of a run is outside of an area bounded on the north by a line running east and west through the point where Highway 17 North and the Sixth Line intersect, on the east by the boundary of the Garden River Indian Reserve and on the south by the St. Mary's River, the Company shall be entitled to consider the geographic location of employees involved in

relation to the operational requirements of the Company. Such consideration shall only apply if the employee actually lives outside the described boundaries;

All drivers living north of Mahler Road have the right to bid for the Batchawana runs which shall be given by seniority.

The Company shall have the ability to utilize this section if there is an employee living outside the boundaries at the time of the job posting in accordance with Article 13.01 and further provided that the employee living outside the boundaries must do the A.M. and P.M. for the entire school term in accordance with Article 13.

If an in town run becomes available during the school year, an in town driver with a run outside the boundaries, may at *her* discretion apply for the in town run, providing there is a qualified driver living outside the boundary to take over the vacated run.

Notwithstanding Article 14, the Company shall have the ability to utilize this section if there is an employee living outside the boundaries at the time of the job posting in accordance with Article 13.01 and further provided that the employee living outside the boundaries must do the A.M. and P.M. for the entire school term in accordance with Article 13. The above shall not apply to Batchewana Runs which will be filled in accordance with Article 14.

- (ii) In cases where the starting point of a run is outside the boundaries of an area described in Article 10.04 (a) (i), the following shall apply:

The resident district drivers shall pick their run first and where more than one employee actually lives outside of the described boundaries, seniority shall govern the Company in making the decisions.

- (iii) Resident drivers in Batchawana, Goulais River, Searchmont, Heyden and Echo Bay, will not have the ability to do extra local work unless they remain in the City;
- (b) The Union agrees that in the event of a lay off or recall to work of employees, that the Company will not be required as a result, to re-instate an employee on a run if that employee had at any time been removed from said run for cause;
 - (c) The parties agree that for the purpose of Articles 10.04 (a) and 10.04 (b) lay off shall refer to a reduction in workforce only and not to normal seasonal breaks at Christmas, Spring Break, or Summer Holidays, nor to any temporary disruption in the Company's service;
 - (d) The Company agrees, in the event of temporary disruptions in its services other than disruptions caused by normal seasonal breaks, Acts of God, or by actions of the Company's employees covered under this Agreement, the Company shall comply with the lay off procedure outlined in Article 10.03 of this Agreement;

- (e) The Union recognizes and agrees that the Company shall be entitled to use its sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to **her** at **her** place of residence;
- (f) Should any city charter as described in Article 33.05 become available after being signed for then such runs as described above shall be re-assigned according to seniority and provided the Company is notified by 12:00 noon of the day prior to the employee being off;

The runs as described above shall, however, be re-assigned according to seniority for all other subsequent days during such continuous absence;

- (g) In the event of a driver cancelling **her** run, all runs attached to that A.M.-P.M. run shall go to the most senior driver(s) with the proper vehicle size and adequate time frame to do the additional runs within the city limits.

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

10.06 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be on lay off during the period of the school Christmas Break, the school Spring Break, and the school Summer Vacation. It is further understood that seniority shall continue to accumulate during the period of such lay-offs.

It is the responsibility of the employee on lay off during the school Summer Vacation period to notify the Company within three (3) weeks in advance of the commencement of the reopening of school following the Summer Break period of their intention not to return to work at the conclusion of the break period and that the reopening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this Clause shall be deemed to be a "quit".

10.07 If an employee is laid off for reasons other than those set forth in Article 10.06 on account of lack of work, **she** shall have the right to be recalled in accordance with **her** seniority standing up to eighteen (18) consecutive months following **her** lay off, provided **she** reports to work within five (5) days following the receipt by **her**, by registered mail, of a notice by the Employer to return to **her** work.

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

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

10.09 There shall be two (2) separate seniority lists; one for the Mechanical Department employees and one for the Transportation Department employees. Employees' names shall be added to such lists in accordance with Article 10.01 upon successful completion of their probationary period and thereafter their seniority for the

purpose of this Agreement shall date from their last hiring by the Company in the department at which they work. It is agreed that an employee cannot bump from one department to another.

10.10 (a) On each occasion that an employee is absent from work by reason of sickness or accident, **her** seniority will continue to accumulate for a period not exceeding twenty-four (24) months;

(b) In the event that a employee is absent from work as a result of a work related accident for a period of more than twenty-four (24) months, an assessment by a doctor shall be done at that time to determine if the employee will be able to return to work within the next twelve (12) months. If so, then an extension of twelve (12) months shall be granted to that employee.

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

(a) if the employee **voluntarily** quits;

(b) If the employee is discharged and such discharge is not reversed through the grievance or arbitration procedure herein;

(c) if **she** fails to return to work following; lay off in accordance with Article 10.07 herein;

(d) if **she** is absent due to sickness or accident for a period in excess of twenty-four (24) months subject to Article 10.10 (b);

(e) if the employee fails to comply with the terms of a leave of absence granted to **her**.

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

10.13 Where two (2) or more employees have the same seniority date, the names will be placed on the seniority list, in order of the processing of applications for employment by the Company on the day of hiring. The employee at the head of the list on **her** date of hire shall be deemed to possess the highest seniority of employees hired on that day. This provision is to be effective from date of ratification of this Agreement.

ARTICLE 11 - DAMAGE TO EQUIPMENT

11.01 Employees will not be required to reimburse the Company for damages to equipment, and it is further agreed that employees will not be required to reimburse the Company for any towing expense or part thereof while going to, returning from, or during the course of a run.

ARTICLE 12 - HOURS OF WORK AND OVERTIME - MAINTENANCE DEPARTMENT

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

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

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

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

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

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

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

ARTICLE 13 - JOB POSTING

13.01 The Company agrees to post all A.M., P.M., noon, shuttles, and Package Runs which have a starting point within the boundaries as defined in Article 10.04 (a) as close as possible to October 1st of each year for a period of four (4) days. All employees having seniority under the Collective Agreement subject to Article 13 shall be called into the office to bid for these runs for the remainder of the entire school year.

It must be understood, however, that once an employee has been notified to report to bid for *her* runs, they must do so as quickly as possible or within twenty-four (24) hours except in the case of sickness or injury, such employee shall be allowed according to their seniority and geographical location, to pick runs and then such runs shall be posted and filled as temporary until the return of the employee. Temporary runs will be posted and filled after all other runs are filled.

In failing the above will result in the employee forfeiting their right to bid and the employee shall revert to the spare board until the next available posting.

Should a driver be off on leave of absence, on vacation, on sickness, or due to injury at the time of the bump, *she* shall be allowed to indicate in writing of *her* preference and the Steward shall be allowed to act on *her* behalf and such letter shall be accepted by the Company.

13.02 The Company agrees to post all kindergarten runs which have a starting point within the boundaries as defined in Article 10.04 (a) (i) in the same manner and at the same time as those in Article 13.01. All employees having seniority under the Collective Agreement who operate A.M. and P.M. runs daily shall be entitled to bid for these runs for the remainder of the entire school year only. The Company reserves

the right to minimize deadhead mileage by requesting the Employee to utilize *her* own personal transportation in order to facilitate the changing of vehicle size.

13.03 NEW HIRES: Effective July 1, 1983

- (a) In order to exercise seniority in the bidding of school runs, a driver must do so with the understanding that they do the runs both A.M. and P.M. five days per week for the entire school term;
- (b) If said driver may not bid on a run according to the condition described above, *she* shall be placed on the spare board in a position to which *her* seniority allows, or in the event insufficient drivers are available, *she* may, at the discretion of the Company, be given a regular A.M. - P.M. run that may be available after the regular bidding is concluded.

13.04 The Company agrees to provide to the Union on or before June 30 of each year a complete list of all present runs indicating the route number and the rate of pay.

ARTICLE 14 - NEW RUNS AND VACANCIES

14.01 Run Vacancies - All permanent vacancies with a starting point inside the boundaries as described in Article 10.04 (a) (i) herein shall be posted as a temporary position and seniority shall be the governing factor in filling the vacancy. Upon returning of the employee who originally vacated the run, the employee filling the temporary vacancy shall return to *her* previous run. All temporary positions shall become permanent after twelve (12) months unless the employee who vacates the run no longer retains *her* seniority in which case the vacancy will be considered to be permanent immediately.

14.02 New Runs - All new runs with a starting point inside the boundaries as described in Article 10.04 (a) (i) of a duration to exceed two (2) weeks shall be posted and seniority shall be the governing factor in filling the vacancy.

14.03 All new runs or permanent vacant runs with a starting point outside of the boundaries as described in Article 10.04 (a) (i) herein shall be posted as a temporary vacancy and shall remain as such until the Company hires an employee to fill the vacancy under the provisions of Article 10.04 (a) (i) and (ii) herein.

14.04 Articles 14.01, 14.02 and 14.03 applies to the initial vacancy or new run created. Any subsequent vacancies which are created due to the sign up for the initially vacated or new run ***shall be posted***. Where a subsequent vacancy is a package run with a noon run attached, the package run will be posted and the subsequent vacancy will be assigned to the most senior, available and willing driver.

Notwithstanding the provisions above, drivers shall only be entitled to successfully bid on one posted vacancy per school year in addition to their original run bid as per Article 13.01 (October bump).

14.05 Should a regular permanent a.m./p.m. driver be off work for any reason for three (3) weeks or less, the following shall apply:

- (a) The a.m./p.m. run shall be filled by the next available and willing senior spare driver who shall remain on such a.m./p.m. run until the regular driver returns to work or until the run is filled according to 2(b) below.

The noon run (if any) and/or a shuttle run (if any) which belongs to the absent regular permanent driver shall be filled by the next senior driver who is available and willing to do the noon run until the regular permanent driver returns to work or until the run is filled according to 2(b) below.

- (b) (i) Should a regular permanent a.m./p.m. driver be off work for any reason for a period of more than three (3) weeks, such driver's a.m./p.m. run as well as all subsequent vacancies shall be posted and filled as a temporary vacancy according to Article 14 of the Collective Agreement.
- (ii) The noon run (if any) and/or a shuttle run (if any) which belongs to the absent regular permanent driver shall be posted and filled according to Article 14 of the Collective Agreement as a temporary vacancy as well as all subsequent vacancies.

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

Interested employees shall apply in writing within such time.

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

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

ARTICLE 15 - VACATION WITH PAY - MAINTENANCE DEPARTMENT

15.01 The following vacations with pay schedule shall become effective as of the date of ratification:

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

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

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

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

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

15.03 Vacation schedules shall be posted by the end of January in each year. Following the posting, there shall be a period of forty-five (45) days in which the employees shall choose their vacation periods, but after this period has elapsed, there shall be no changes in the vacation periods chosen, unless by mutual agreement by the Employer and the employee who is involved in the change.

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

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

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

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

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

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

ARTICLE 16 - PAID HOLIDAYS - MAINTENANCE DEPARTMENT

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

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

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

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

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

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

An employee shall not be penalized under this Article if:

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

ARTICLE 17 - VACATION PAY - TRANSPORTATION DEPARTMENT

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

The present vacation pay entitlement shall be as follows:

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

or

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

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

ARTICLE 18 - PAID HOLIDAY - TRANSPORTATION DEPARTMENT

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

- | | |
|----------------|--------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Easter Monday |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | <i>Family Day</i> |

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

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

An employee shall not be penalized under this Article if:

- (a) he is on leave of absence as provided herein, except if such leave exceeds thirty-one (31) days, or

- (b) he is absent because of illness or accident, except if such absence exceeds thirty-one (31) days.

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

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

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

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

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

ARTICLE 19 - LEAVE OF ABSENCE FOR UNION BUSINESS

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

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

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

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

ARTICLE 20 - LEAVE OF ABSENCE FOR PERSONAL REASONS

20.01 An employee may apply for a leave of absence for personal reasons giving the Company at least fifteen (15) days notice except in the case of an emergency. The Company agrees to give reasonable consideration to such requests

and to grant same in accordance with the needs of its operations and the demands of its business.

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

20.03 MILITARY LEAVE

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

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

ARTICLE 21 - MISCELLANEOUS LEAVES OF ABSENCE

- 21.01(a) The Branch Manager may grant an employee additional time off with or without pay upon request if reasonably required.
- (b) The Company shall grant at least three (3) employees to be off at any one time for requested time off. Such request shall be on a first come, first serve basis and shall not exceed more than three (3) requests per school year, per employees providing the Company can maintain a sufficient amount of drivers to properly conduct their business.

ARTICLE 22 - JURY DUTY

22.01 The Company will grant a leave of absence without loss of seniority to an employee who is required to report for jury duty or serves as a juror, or who is subpoenaed as a Crown witness in any Court. The Company shall pay such employee the difference between **her** normal earnings and the payment **she** receives for jury report or for service as a juror or as a subpoenaed Crown witness in any Court. Such payment as foresaid includes payment for travelling, meals or other expenses. The employee will present proof of service together with a recapitulation of the amount of pay and expenses which **she** has received, it being understood that an employee who attends in Court on **her** own time shall not be required to account for any monies received in respect of such attendance nor shall **she** be entitled to receive any payment from the Company.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 (a) Maintenance Department - The Company agrees that in the event of a bereavement in an employee's immediate family (meaning spouse, son,

daughter, parent, mother, father-in-law, sister, brother, grandchildren and grandparents), if the employee attends the funeral, to allow the employee such time off as necessary up to a maximum of three (3) days and to pay for the days which the employee would have otherwise worked at **her** regular rate of pay. One (1) day off with pay in the event of the death of brother-in-law and sister-in-law.

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

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

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

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Company agrees to maintain, proper safety and health conditions for employees throughout the buildings, vehicles, or their places of work.

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

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

24.04 Employees shall abide by the rules as set out in the Company's ***Employee Handbook as well as all new and/or updated Company policies as they relate to the day-to-day activities related to our business.*** The Union and the employees agree that the Company's ***Employee Handbook*** and the branch specific policies and procedures are recognized and adhered to as they also meet the regulatory requirements and contractual obligations of our customers. However, these rules and regulations shall not be contrary to any provisions as set out in the Collective agreement unless government authorities/ministries dictate or change regulations in accordance to federal/provincial or ***municipal laws*** during the term of this Collective Agreement.

ARTICLE 25 - VEHICLES AND EQUIPMENT

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

25.02 It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.

25.03 It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the law.

25.04 The maintenance of equipment in a safe and sound operating condition is not only a function, but a responsibility of management.

25.05 Equipment cannot receive a bad order for the following conditions:

- (a) defective wind-shield washer if same is not required;
- (b) operative lights if such lights are not required for the safe and legal operation of the vehicle according to weather and light conditions applicable.

25.06 Defective equipment forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and one for the office of the Company as well as an additional copy for a report on a general file.

The *Licensed Technician* will sign this report when repair work is completed. A defective equipment order form, when made by the driver, will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed from their place in the Maintenance Department along with the defective equipment order report. No driver or Company representative will remove the tag nor shall the vehicle be put in service until the repair work is completed.

25.07 Drivers will not be held responsible for damages while towing or pushing a vehicle, if instructed to do so by management, unless the employee has been proven negligent.

25.08 If defrosters are not operational, a bus may be "bad ordered". However, if two-thirds of the heating system on a bus is operational it cannot be "bad ordered" unless either the defroster system itself or the front heater on the front right hand side of the bus be inoperable.

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

SPARE BUSES, shall be kept in a clean state (interior) and this shall be done by, and the responsibility of the Company.

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

It is further agreed that drivers are expected and required to engage in a daily "circle check" of their vehicle prior to leaving on runs and to ensure in the course of same that wind shield washer reservoirs are filled on all buses equipped with same.

ARTICLE 26 - NO DISCRIMINATION

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

ARTICLE 27 - BULLETIN BOARDS

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

ARTICLE 28 - CHARTERS

28.01(a) City Charters - In the case of all charter runs that originate within the city limits, the Company agrees that all such runs shall be given to employees on the basis of their seniority standing, to a ***maximum of three (3) charters*** per day as set out in Article 10.01 of the Collective Agreement, providing the employee has the required vehicle size and further provided that the employee is available and willing to make the charter, without interfering with their regular A.M., P.M., or noon runs.

If the ***three (3) charters per day*** referred to above are available on a daily basis, such charters may be taken by seniority for the duration of such charters, providing that should a permanent charter be eliminated part way through the school year, the driver so assigned to that charter will be able to pick a daily charter by seniority, if available, however, the driver will not be able to bump for any other charters which were assigned to other employees if such charters were assigned as above for the entire school year.

(b) The charters referred to herein are deemed to be for a twenty-four (24) hour period. However, charters that are available after 5:00 p.m. will not be allocated to senior drivers unless mutually agreed to by the senior driver and refusing such charter will not penalize said driver if ***she*** is available to sign for their four (4) charters per day in accordance with ***Article 28.01 (a) above*** during the hours of 7:00 a.m. to 5:00 p.m.

28.02 District Charters - In the case of charter runs that operate to destinations outside of the city limits, and within a 64 km radius of the Company depot, the runs shall be assigned according to the provisions in Article 28.04 (b), providing that the employee has the required vehicle size and further provided that the employee is available and willing to make the charter, and that if the trip is into the United States, the employee holds a valid I.C.C. driver's licence.

28.03 Highway Charters - In the case of charter runs that operate to destinations outside of the area defined in Article 28.02 herein, the runs shall be assigned according to the provisions in Article 28.04 (b), and provided that the employee is available and willing to perform such charter provided that:

(i) the employee holds a valid ***"B" class*** driver's license if the run is into the United States. ***The driver has completed the United States D.O.T. training and has a clear understanding of the rules and regulations as required by the United States D.O.T.***

- (ii) the employee log book and log file are up-to-date and the employee has sufficient hours remaining under the law to perform the run, and
- (iii) the employee has the experience with charter groups. The Union agrees, providing that conditions (i), (ii), (iii) above are met by the employee, that a written request from the customer for a specific trip will be honoured if the employee requested is available and willing to perform the run.

28.04 (a) The Company shall post all city charters on separate sheets two (2) days prior to departure showing the drivers assigned in order of seniority, the departure time, departure point and destination. Drivers will be required to initial their name no later than 10:00 a.m. the day prior to departure. Once a driver's name is initialled, the driver is committed to do that trip and cannot change;

Any bookings and/or trips not initialled by the driver the day prior to departure, will be assigned by seniority by the dispatcher. In the event a driver's name is posted for a charter and that driver is unable to initial their name, this may be done verbally through the dispatcher;

The Company shall supply an extracurricular work form to be filled by drivers who wish to be called for "late call-in charters **and/or extracurricular work.**" ***This list shall be utilized for the assignment of work which shall be done in accordance with driver seniority.*** Should a driver refuse **three (3)** call-ins **she** will be removed from the "**late call-in charters/extracurricular work list.**"

Drivers not available on occasion due to doctor's appointments, etc., must advise the Company in writing. Should this procedure be abused, the driver will be removed from the late call -in charters / extracurricular work list.

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

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

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

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

28.05 (a) It is understood and agreed that shuttles shall be considered as charters and limited to the number of charters as contained in Article 28.01.

(b) Drivers shall be prevented from bidding on and being successful for charters if they are within thirty (30) minutes of **ANY run that they are doing except in cases that arise where no driver is available inside the allotted time frame.**

ARTICLE 29 - TOOL INSURANCE - MAINTENANCE DEPARTMENT:

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

- ***Effective September 1, 2009, one hundred and thirty-two dollars (\$132.00);***
- ***Effective September 1, 2010, one hundred and thirty-five dollars (\$135.00);***
- ***Effective September 1, 2011, one hundred and thirty-seven dollars and fifty cents (\$137.50)***

payable in the month of October.

ARTICLE 30 - SAFETY SHOES - MAINTENANCE DEPARTMENT

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

- ***Effective September 1, 2009, one hundred and twelve dollars (\$112.00)***
- ***Effective September 1, 2010, one hundred and fifteen dollars (\$115.00)***
- ***Effective September 1, 2011, one hundred and seventeen dollars and fifty cents (\$117.50)***

every year payable no later than the first pay period in the month of December. Employees may combine two (2) years together.

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

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

ARTICLE 31 - COVERALLS - MAINTENANCE DEPARTMENT

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

ARTICLE 32 - RATES OF PAY - MAINTENANCE DEPARTMENT

32.01

	Previous Contract Rates	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
Licensed Technicians	\$23.64	\$24.00	\$24.50	\$25.00
General Helper	\$10.72	\$10.88	\$11.10	\$11.32

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

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

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

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

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

(b) The Company agrees to pay each employee in the Maintenance Department 50% of all unused sick leave as described in Article 32.05 (a) on the first pay of January of each year.

32.06 Maintenance Department - Pension Plan - Effective date of Ratification the Company agrees to enroll the Maintenance Department Employees into the hourly rated **First Student Canada ULC** Pension Plan.

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

ARTICLE 33 - RATE OF PAY - TRANSPORTATION DEPARTMENT

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

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

- (a) on days when either the elementary or secondary school sections of a given run do not operate because of P.D. days, the payment for such days is to be based on time formula 0-45 minutes.
- (b) The Company agrees that after the October bump that should a run be shortened for any reason, the driver shall not lose any pay for the remainder of the school year.

33.02 The Company will request drivers to submit run times for the purpose of implementing wage rates to the time formula. Drivers are to return the run time sheets to the office no later than five (5) working days after they have been issued. If a dispute should arise pertaining to run times as submitted, a Company Representative shall ride along with the driver in order to time the run using the same vehicle size as normally used and under the same circumstances as a regular run. If a dispute continues to exist, the driver involved and Union's Chief Steward and/or a Union full-time representative shall meet to discuss same.

33.03 Time Formula Rates for A.M. Runs Only

Time	Effective Rate Prior to Increases	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (3.0%)	Effective September 1, 2011 (2.0%)
0 - 45 Minutes	\$19.90	\$20.20	\$20.81	\$21.23
46 - 60 Minutes	\$20.67	\$20.98	\$21.61	\$22.04
61 - 75 Minutes	\$21.73	\$22.06	\$22.72	\$23.17
76 - 90 Minutes	\$22.85	\$23.19	\$23.89	\$24.37
91 - 105 Minutes	\$24.60	\$24.97	\$25.72	\$26.23
106 - 120 Minutes	\$26.09	\$26.48	\$27.27	\$27.82
121 - 135 Minutes	\$28.51	\$28.94	\$29.81	\$30.41
136 - 150 Minutes	\$29.91	\$30.36	\$31.27	\$31.90
151 - 165 Minutes	\$31.35	\$31.82	\$32.77	\$33.43
166 - 180 Minutes	\$32.86	\$33.35	\$34.35	\$35.04
181 - 195 Minutes	\$34.71	\$35.23	\$36.29	\$37.02

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

Time	Effective Rate Prior to Increases	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
0 - 45 Minutes	\$19.90	\$20.20	\$20.60	\$21.01
46 - 60 Minutes	\$20.67	\$20.98	\$21.40	\$21.83
61 - 75 Minutes	\$21.73	\$22.06	\$22.50	\$22.95
76 - 90 Minutes	\$22.85	\$23.19	\$23.65	\$24.12
91 - 105 Minutes	\$24.60	\$24.97	\$25.47	\$25.98
106 - 120 Minutes	\$26.09	\$26.48	\$27.01	\$27.55
121 - 135 Minutes	\$28.51	\$28.94	\$29.52	\$30.11
136 - 150 Minutes	\$29.91	\$30.36	\$30.97	\$31.59
151 - 165 Minutes	\$31.35	\$31.82	\$32.46	\$33.11
166 - 180 Minutes	\$32.86	\$33.35	\$34.02	\$34.70
181 - 195 Minutes	\$34.71	\$35.23	\$35.93	\$36.65

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

	Previous Contract Rate	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
½ Run or Less	\$11.11	\$11.28	\$11.51	\$11.74
More than ½ Run	\$16.69	\$16.94	\$17.28	\$17.63

33.05

	Previous Contract Rate	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
City Charter or Shuttles	\$9.03	\$9.17	\$9.35	\$9.54
Late Runs	\$32.33	\$32.81	\$33.47	\$34.14

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

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

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

	Previous Contract Rate	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
Driving Instructor	\$12.71	\$12.90	\$13.16	\$13.42

ARTICLE 34 - DISTRICT AND HIGHWAY CHARTER RATES OF PAY - TRANSPORTATION DEPARTMENT

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

District Charters

	Previous Contract Rate	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
Driving Time	\$11.16	\$11.33	\$11.56	\$11.79
	Previous Contract Rate	Effective March 31, 2009	Effective March 31, 2010	Effective September 1, 2011 (2.0%)
Waiting Time	\$8.91	\$9.50	\$10.25	\$10.46

Highway Charters

	Previous Contract Rate	Effective September 1, 2009 (1.5%)	Effective September 1, 2010 (2.0%)	Effective September 1, 2011 (2.0%)
Driving Time	\$12.94	\$13.13	\$13.39	\$13.66
	Previous Contract Rate	Effective March 31, 2009	Effective March 31, 2010	Effective September 1, 2011 (2.0%)
Waiting Time	\$8.92	\$9.50	\$10.25	\$10.46

ARTICLE 35 - CHARTER - OTHER TRANSPORTATION DEPARTMENT

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

	Previous Meal Allowance Rate	Meal Allowance Rate Effective September 1, 2009 (1.5%)	Meal Allowance Rate Effective September 1, 2010 (2.0%)	Meal Allowance Rate Effective September 1, 2011 (2.0%)
After 5 Hours Away	\$9.53	\$9.67	\$9.86	\$10.06
After 12 Hours Away	\$19.58	\$19.87	\$20.27	\$20.68
After 24 Hours Away	\$29.88	\$30.33	\$30.94	\$31.56

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

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

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

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

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

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

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

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

35.05 PLUG-IN ALLOWANCE

All district driver employees authorized to keep Company vehicles at home shall be entitled to forty (\$40.00) dollars net payment per year. Such payment to be made by October 31st of each year.

ARTICLE 36 - BREAKDOWN PAY

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

	Previous Contract Rate	Wage Rate Effective Date of Ratification	Wage Rate Effective March 1, 2010	Wage Rate Effective September 1, 2011
Breakdown Pay	\$8.89	\$9.50	\$10.25	\$10.40

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

ARTICLE 37 - CANCELLED RUNS

37.01 The Company agrees to pay any employee *her* regular run rate of the run is cancelled after *she* has started *her* run.

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

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

37.03 Conditions Premium - In the event that the schools or a school is closed by authority and direction of the school board and a driver is required thereafter to make a pick-up or perform a school run, in consideration of such circumstances and

conditions (such conditions being inclement weather), the Company agrees to pay the driver for all time after fifteen (15) minutes over the regular time of the run at the rate of:

Effective Date of Ratification	-	nine dollars and fifty cents (\$9.50)
Effective March 1, 2010	-	ten dollars and twenty-five cents (\$10.25)
Effective September 1, 2011	-	ten dollars and forty-four cents (\$10.40)

ARTICLE 38

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

- (a) if there exists a driver shortage, a driver shortage shall mean there are not drivers available, capable or willing to perform the school runs or charters;
- (b) it is agreed between a majority of the Union's stewards to waive this section due to special circumstances;
- (c) in cases of driver training performed by D.D.S.O.;

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

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

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

ARTICLE 39

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

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

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

39.03 If a driver is notified of a charter and such notice is less than two (2) hours prior to the departure time of the charter, and is not allowed a thirty (30) minute lunch break between the hours of 9:00 a.m. and 3:00 p.m., they shall be paid a meal allowance as contained in Article 35.01 at the "after five (5) hours away" rate.

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

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

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

- **Effective date of ratification (March 2, 2010) - \$11.34**
- **Effective September 1, 2010 - \$11.45**
- **Effective September 1, 2011 - \$11.63**

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

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

39.08 The employees agree to advise the Company of any and all changes to their route so as to allow the Company to keep route sheets up-to-date at all times. Any route or stop changes to be approved by office before implementation. At anytime driver is to change route assignment, driver giving up route is to ensure written copy office has is correct and no unauthorized route or stop changes have been taking place. Receiving driver is to totally familiarize themselves with new route before starting out on run. The Company encourages drivers to take a dry run to orientate themselves with the route area and school loading/unloading areas.

39.09 DRY RUNS

The Company agrees to pay all regular run driver employees for performing a "Dry Run" for their a.m., p.m. or package run at the rate of twenty (\$20.00) dollars per school year. Employees will be required to fill out a "dry run" verification form that shows the date of the "dry run", and the route number prior to submitting for payment. "Dry run" rates will commence effective the 2010/2011 school year. Effective September 1, 2011 the rate shall be twenty dollars and thirty (\$20.30) cents.

ARTICLE 40 - DURATION

40.01 The parties hereto agree that this Collective Agreement becomes effective as of **September 1, 2009**, and shall remain in full force and effect until **August 31, 2012**, and shall continue in full force and effect from year to year thereafter, unless in any year, not more than ninety (90) days and not less than sixty (60) days, before the date of termination, either party shall have furnished the other with notice of termination or proposed revision of this Agreement. In the event that negotiations for the renewal of this agreement continue pass the expiry date, the provision of this agreement shall continue in full force and effect until such renewal is effected or until the conciliations procedures under the Federal Labour Code have been exhausted, whichever event first occurs.

SIGNED THIS _____ DAY OF _____, 20 _____.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Branch Manager

MARVIN GAUTHIER
Bargaining Committee Member

DUANE JONES
Operations Manager

NANCY HAYES-SHEEN
Bargaining Committee Member

MIKE CASEY
Area General Manager

ERNEST BREMNER
Bargaining Committee Member

TONY WILSON
Regional Vice-President
Eastern Canada

RAYMOND TRECARTIN
Bargaining Committee Member

ROB CULLEN
Representative

DERIK J. McARTHUR
President, Northern Joint Council
-and- Canadian Director, RWDSU/UFCW

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

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

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

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

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

COMPANY - TOOL INSURANCE POLICY

POLICY

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

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

III PROVISIONS

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

IV LICENSED TECHNICIAN'S RESPONSIBILITY TO ASSURE COVERAGE:

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

LETTER OF AGREEMENT #1

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

AND: **RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION**
(hereinafter referred to as "the Union")

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

(2) The Company agrees to pay one hundred percent (100%) of the cost of medical certificates for drivers licence renewals effective as of the date of ratification (March 2, 2010) to a maximum of **one hundred (\$100.00) dollars** with receipt stating same and submitted within five (5) days of receipt. New employees shall be reimbursed the cost of their medical examinations after they have successfully completed their probationary period. Such reimbursement shall be on a separate cheque with no deductions.

(3) **NEW - Transportation Department**

The Company agrees to pay the following rates for all mandatory safety meetings.

Effective Date of Ratification: \$11.76
Effective September 1, 2010: \$11.88
Effective September 1, 2011: \$12.06

SIGNED THIS _____ DAY OF _____, 20 _____.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Branch Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #2

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

AND: **RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION**
(hereinafter referred to as "the Union")

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

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

There shall be a maximum of ten (10) casual drivers on the list.

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

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

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

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

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

SIGNED THIS _____ DAY OF _____, 20 _____.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Branch Manager

ROB CULLEN
Representative

LETTER OF AGREEMENT #3

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

AND: **RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,**
DISTRICT COUNCIL - of the - UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
(hereinafter called "the Union")

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

The Company agrees to post a list of all runs including the names of the drivers performing such runs within two (2) weeks subsequent to the yearly school run posting and bidding as outlined in Article 13. The Company shall also post a list of drivers that comprise the spare board. An updated casual drivers' seniority list shall also be posted at this time.

In addition to the above, the Company agrees to retain a record of driver transfers to include previously held positions/runs as well as positions/runs to which they have bumped or transferred into, as per the job posting procedure. Records shall be kept for one rolling year from date of posting. Such record shall include date of bump including the position/run transferred from/to and date of transfer of a regular driver to the spare board or vice versa. Such list shall also contain regular or spare board drivers transferring to/from the casual drivers' seniority list documented in the same manner as above.

The above documentation shall be made available to the chief steward and/or union office upon request.

It is further agreed that within three (3) calendar days of awarding posted positions as per Article 13.01 to 14.06 inclusive, the Company shall post notice on the same bulletin board the names of the successful applicants and the position/run acquired. A copy shall be forwarded to the chief steward at this time. Such notice shall remain posted for a period of five (5) calendar days.

SIGNED THIS _____ DAY OF _____, 20 _____.

SIGNED FOR THE COMPANY:

SIGNED FOR THE UNION:

KEN WHORPOLE
Branch Manager

ROB CULLEN
Representative

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

* DRAFT *

COLLECTIVE AGREEMENT

BETWEEN

FIRST STUDENT CANADA ULC

(SAULT STE. MARIE DIVISION)

AND

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, DISTRICT COUNCIL

- of the -

United Food and Commercial Workers International Union



39