

# COLLECTIVE AGREEMENT

Between:

FIRSTCANADA ULC DBA FIRST STUDENT  
CANADA  
(Windsor Branch)

- And-

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION  
OF CANADA (CAW-CANADA)  
AND IT'S LOCAL 195

September 1, 2010 -to- August 31, 2013

12345 (05)

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## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 – UNION RECOGNITION**

- 2.01 The Company recognizes National Automobile, Aerospace and General Workers Union, as the sole and exclusive bargaining agent of "all school bus drivers, monitors and garage employees of Laidlaw Transit Ltd . Operating in and out of its terminal at Windsor, Ontario, excluding the Branch Manager, Operations Manager, Dispatcher, Assistant Dispatcher, and Shop Foreman".
- 2.02 The word "employee"; or "employees" wherever used in this Agreement shall mean the employee for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.03 The feminine pronoun shall include the masculine 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, 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.

The Company agrees to keep the Union advised of changes in such rules and regulations prior to implementation.

- (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. Subject to the right of the employees to grieve in the manner and extent as herein provided.
- (d) nothing in the above management rights will be administrated in any way which is inconsistent with the terms and conditions of this Agreement.

## **ARTICLE 4 – UNION SECURITY**

- 4.01 All employees who are members of the Union as of the date of this agreement will be required to continue to be members of the Union as a condition of employment with the Company. Any employee who is hired subsequent to the date of this agreement shall become a member of the Union within sixty (60) days of his/her hiring and will be required to continue to be a member of the Union as a condition of his/her employment.
- 4.02 The Company agrees, when authorized in writing by the Union to deduct from the wages of all employees within the bargaining unit, Union initiation fees and monthly dues as laid down by the constitution and bylaws of the Union. At the end of each calendar month and by the 15th of the following month the Company will remit by cheque to the Financial secretary of Local 195, CAW the total of the deductions made together with a list of those from whom deductions were made and a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.03 The Company shall provide the National Union and the Local Union with an updated mailing list in January and July of each year.
- 4.04 The Union agrees to indemnify and hold harmless the Company against any and all liability which may arise by reason of the check off by the Company of Union initiation fees and dues from employees wages in accordance with this agreement.
- 4.05 The Company will indicate on Employee's T-4 slip a statement of the annual Union dues which have been deducted.
- 4.06 **Re: Union Dues, Initiation Fees and Other Assessments:**

The monies referred to in this Article are to be held in trust by the Company until such time as they are remitted to the Union in accordance with this Collective Agreement. These monies cannot be used in any fashion by the Company or its agents or any agents acting on behalf of its creditors.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and Lockout as defined by the Canada Labour Code provisions, as may be amended from time to time.

It shall not be a violation of this Agreement when the employees refuse to cross a picket line established at, or refuse to drive for or on behalf of any Company where a strike is in progress.

## **ARTICLE 6 – NO DISCRIMINATION**

6.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practice with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

It is agreed that the Canadian Bill of Rights shall apply to the terms, administration and operation of this Collective Agreement.

### **6.02 Harassment in the Workplace:**

The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades;

"Unwelcome" or "unwanted" in this context mean any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal natures of harassment complaints, especially racial and sexual harassment. The victim may prefer initially to seek other assistance. This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership.

The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within ten (10) working days of notifying the unit chairperson and local Union president.

Any resolution of a harassment complaint must reflect the serious natures of such acts and send a clear Signal that they will not be tolerated.

## **ARTICLE 7 – SHOP COMMITTEE AND STEWARD**

7.01 The Company recognizes the right of the Union to appoint or otherwise select a Negotiating Committee and a Grievance Committee and the Company undertakes to recognize and deal with these committees.

The Company will recognize four (4) Stewards, one of whom shall be a skilled trades employee. The negotiating Committee shall be comprised of three (3) members. The chairperson, the recording secretary and the skilled trades representative

The Union Stewards will be paid at the special work rate for actual time spent at grievance meetings or any Labour\Management meeting authorized by the Company to discuss matters assigned under or out of the Collective Agreement. It is understood that if this is abused, the Company may terminate the same with five (5) days notice to the union chairperson.

7.02 The Company and the Union agree that a Labour Management Committee will be established as soon as possible and scheduled for monthly meetings for the purpose of discussing the matters of mutual concern. Meetings between the Employer and the Shop Committee (four (4) Representatives) shall be held at times mutually agreeable to, both parties; not normally during working hours. A statement outlining the matters for discussion will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within , seven (7) days, noting its Agreement or pointing out any inaccuracies in the minutes and they shall be recorded. A copy shall be provided to the Union.

7.03 The Parties agree that Management and the Union Stewards in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.

7.04 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 serve its clients.

7.05 In the case of a grievance, 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 (1) time.

One (1) of the Committee members shall be the steward concerned with the grievance and the Chairperson or designate. In cases of Policy Grievances and/or unusual circumstances, the provisions of this clause may be extended.

7.06 The Union shall notify the employer in writing of the names of its officers, Chairperson and Stewards and the Shop Committees dealing with the Company.



The employer shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.

7.07 The President, of the Union, Chairpersons and Stewards have regular duties to perform on behalf of the employer. They will not absent themselves from their regular duties in order to deal with grievances or other Union business without management consent.

7.08 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National or Local Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative shall obtain the consent and approval of the Manager or his nominee before visiting any property of the Company, which consent will not be unreasonably withheld.

### 7.9 **Impartial Hearings, Grievance Meetings:**

The Company agrees that the employee and the Union Steward will be given advance notice of the matter to be dealt with and all details given in full.

7.10 Written communication to the Company from the Union will be answered promptly in writing and vice versa, within seven (7) calendar days;

7.11 If an employee is disciplined for a minor misdemeanor, with the exception of all accident discipline, and if no more faults of a similar nature occur during the next twelve (12) months, the last entry is to be erased. In the event of a preventable accident (Category 1), the record will remain in the file for twenty-four (24) months. A copy of any entry to an employee's file will be furnished to the employee and Union representative. The Company will permit an employee upon request, to view their personal file.

7.12 The Company agrees to grant the Chairperson one (1) day off with pay (maximum eight (8) hours at special work rate, to attend the annual chairpersons meeting at Local 195. The request for time off will be sent to the Company from Local 195 and signed by an officer of the Local with seventy-two (72) hours notice.

7.13 The Chairperson will be paid five (5) hours per week, at the special work rate, to attend to union business. The Recording Secretary will be paid one (1) hour per week at a special work rate, as long as:

(a) It does not interfere with assigned work,

(b) If the chair does not perform both scheduled runs in a day, the pay will be reduced by one (1) hour.

In the event that the Chairperson or Recording Secretary is away for one (1) week, on vacation, not including summer, a designate will be recognized with pay

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION**

8.01 Every effort will be made to settle disputes during the early stage of the Grievance Procedure. It is understood that a reasonable amount of time may be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its Committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations.

The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.

8.02 Subject to the terms of this agreement, any difference concerning the interpretation, application, administration or alleged violation, may be grieved. Any employee unjustly discharged or disciplined, or who feels they have been unjustly dealt with, the following procedure shall be followed.

### **Step 1:**

The grievance shall be in writing, copy of which shall be given to the Manager and to the employees' Steward. The grievance must be presented to the Manager within five (5) working days after the occurrence of the matter complained of; and the manager shall answer the grievance in writing, within five (5) working days after he has received it. The grievance must be in a legible form and signed by the employee.

### **Step 2:**

If the matter has not been settled, the Union Steward of the employee involved may, within five (5) working days after receiving the written answer from the Manager, present the grievance in writing to the General Manager or his nominee, who shall render his decision in writing within five (5) working days after receiving it.

### **Step 3:**

If the matter is not settled the Local Chairperson and/or his representative may, within five (5) working days after receiving a written decision of the General Manager or his nominee present the grievance to the. Director of Human Resources or Nominee.

Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee consisting of two (2) members only) which meeting will take place in five (5) working days after the grievance has been presented. The National Representative, Local President or their nominee may attend. A written response shall be given by Management within five (5) days.



### **Arbitration:**

In the event that the matter has not been settled either party contact the other party in an endeavor to agree on a single arbitrator. Failing Agreement within five (5) working days, arbitration will be instituted under the following conditions.

- 8.04 The party referring the matter to Arbitration will state the specific matter to be dealt with and provide the names of three (3) Arbitrators to hear and decide the matter. In the event the other party does not agree with any of the choice of Arbitrators, then they will offer three (3) alternate choices. Failure to agree on an Arbitrator, the parties will apply to the Canada Labour Relations Board for an appointment.
- 8.05 The Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of the Arbitrator shall be final and binding on all parties concerned.
- 8.06 The parties shall jointly and equally bear the expense, of a single Arbitrator.
- 8.07
  - (a) No matter shall be submitted to a board of Arbitration which has not been properly carried through previous steps of the Grievance Procedure in accordance with the Agreement.
  - (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

**8.08** In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Local Chairperson submitting a statement of the claim to the General Manager or his nominee who shall answer same in writing within four (4) working days, and the other steps of the grievance procedure as outlined above shall then apply.

If the Company files such a grievance, it shall be done by the General Manager or his nominee submitting a written statement of the grievance to the Local Chairperson of the Union, he shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Local Chairperson has submitted his answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

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

**8.10** Other than the initiation of a grievance when either party violates the time limits, then the grievance will proceed to the next step. The Union will advise the Company in writing when a grievance is dropped.

**8.11** Time set for grievances, arbitration and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

**8.12** Disciplinary action, where necessary, will not be unduly delayed.

**8.13** In any hearing involving the discipline of an employee, the employee may be accompanied by up to three (3) members of the Grievance Committee, at the employee's discretion. It is the Company's responsibility to inform the employee of his right to have a Union representative of his/her choice attend the meeting with the employee.

**8.14** A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within ten (10) calendar days of the date the employee is notified of the discipline.

- 8.15 In the event of a complaint received from a customer, which may result in discipline being assessed to an employee, the Chairperson will be notified upon receipt of such complaint by the General Manager or designate.

## **ARTICLE 9 – SENIORITY AND WORK ALLOCATION**

- 9.01 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority and/or preference for layoffs, permanent reduction of the work force and recall.

Any member of Local 195 who is accepted for a position in another CAW Canada, Union organized division of the Company will carry their seniority.

The moving member will not be allowed to displace anyone presently working in the division, but when a job opening is available the moving employee will stay at the bottom of the seniority list until the following sign-up, providing the employment with the Company has been, continuous.

When two (2) or more employees commence work on the same day, they shall be shown on the seniority list by date and time of interview with the Manager.

For a period of sixty (60) days, employees transferred or promoted to a position not subject to this Agreement will retain, but not accumulate, their seniority. After the sixty (60) days, the employee will no longer retain his/her seniority within the bargaining unit.

**Employees temporarily transferred to another branch at the company's request retain and accumulate their seniority.**

- 9.02 Unemployment Insurance Record of Employment to be issued to all workers in accordance with Government Regulations (i.e. Easter Break, Christmas and summer). Records of employment and pay checks to include actual hours worked.

### **Probation:**

Seniority is the principle of granting preference to employees for promotion, demotions, transfers, lay-offs, and rehiring after layoffs, 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 sixty (60) days worked.

Upon completion of the probation period; an employee's service shall be backdated sixty (60) days and their "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.

There shall be four **(4)** separate seniority lists; one for the spare drivers, one for the regularly assigned employees, one for the monitors and one for the garage employees. There shall be two (2) seniority groups, Group 1: Drivers, Spare Drivers and Monitors and Group 2: Garage.

Employee's names shall be added to such lists in accordance with Article 9.01 upon successful completion of their probationary period and thereafter their seniority for the purpose of this Agreement shall date from their last hiring in the bargaining unit by the Company. Seniority shall be separate.

The Company shall maintain seniority lists showing the date upon which each employee's service commenced and the classification of each employee. Up-to-date copies of the seniority lists shall be sent to the Union, and posted on the bulletin board of January 30 and September 30 of each year. Additions and deletions will be announced at each Labour Management Meeting.

### 9.03 **New Hires:**

- (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 (5) 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.

### **KP Runs:**

- (c) To be eligible to post for a KP Run a driver must hold an a.m.\p.m. run and be available five (5) days per week for the entire school term.

- (d) A spare driver list will be posted, at start-up to cover KP Runs. The list will be in seniority order. Openings will be assigned on a rotating basis for absences of five (5) days or less. Absences of more than five (5) working days will be posted as a temporary position.

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

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns in writing.
- (3) He is absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
- (4) If the employee fails to comply with the terms of a leave of absence granted to him.
- (5) If he is laid off for a period in excess of eighteen (18) consecutive months.

#### 9.05 **School Bus Runs:**

For all new posting during the school year the successful applicant will be accompanied on the first (1st) day by the employee vacating the position, as required, subject to proper staffing levels.

The successful applicant will be placed on said run within five (5) workdays unless mutually agreed to by all parties. However, the employee will receive the higher of the run rates within and in any event no later than six (6) workdays of being notified that he or she was the successful applicant.

#### **Sign-Up:**

Sign-up for school bus runs will be held prior to school start up and each year thereafter (current system remains in place). Each employee will be canvassed as to their intent to remain on current run. A start-up meeting will be held no later than ten (10) working days prior to Labour Day of each year. Open runs will be assigned by seniority at this meeting. **A failure to return to work on the first school day shall be deemed to be a "quit" drivers may switch their permanent route twice and temporary routes once in a school year. This excludes displaced drivers switching routes and any routes assigned at start up.**

Other types of work will be assigned by seniority and ability to perform the work. Should no Bargaining members bid on the work, the Company shall assign said work at its discretion.

**Displaced Drivers:**

**A driver who has lost one or more of their schools will be contacted to discuss their right to (1) claim displacement, or (2) remain assigned to their current run. ~~This driver will be given priority to any run that is posted for a period of thirty (30) days.~~** In the event of multiple displaced drivers, seniority shall govern. In the absence of an available posting, the displaced driver shall be offered the route of the lowest seniority driver. The lowest seniority driver shall be put on the spare drivers list. If the driver declines the route they will be put on the spare board.

9.06 **Run Ownership** - Run ownership will be identified by run number.

**ARTICLE 10 – CHARTER WORK**

10.01 **Types of Charters:**

- (a) U.S. Charters (Charters entering the United States).
- (b) Out of Town Charters (Charters that go East of Chatham).
- (c) Weekend Charters (Charters that go West of Chatham and start after 5:00p.m., last day of school week).
- (d) Reoccurring Charters.
- (e) Charters other than above.

10.02 **Criteria for Charters:**

- (1) An employee must own an a.m. and p.m. run.
- (2) An employee must be available for both away and return runs of all types of charters.
- (3) Charter times must not conflict with any First Student work (e.g.: a.m. and p.m. runs, KP Runs, Fuelling, Bus Washing, Reoccurring charters etc.).
- (4) Employees are eligible only for the charter list they signed for.



10.03 In the event the charter procedure has been exhausted and the charter cannot be assigned, the following will take place:

- (a) In rotation, drivers from the charter list will be given the option of giving up their scheduled work with Laidlaw to fill the charter.
- (b) Spare drivers that do not qualify for the charter list will be given the next option.
- (c) Splitting of the charter between two (2) drivers on the charter list.
- (d) Then Companies discretion where possible by seniority, at customers need.

10.04 (a) **U.S. Charters:**

The Company will pay the cost of passports for each U.S. Driver, if mandated by Government.

Defined as charters entering the United States.

U.S. Charters will be posted in September of each year, by seniority. The first fifteen (15) most senior drivers who sign the posting will be awarded the charter work.

In the event of a vacancy in the list the next highest seniority driver on the list who signed the posting will be awarded a position on the rotation list.

The Company maintains the right to adjust the number of U.S. drivers according to business needs.

U.S. Charter work awarded to drivers will take precedent over that drivers a.m.\p.m. run, school runs, K.P. runs and other charter work as applicable.

(b) **Out of Town Charters:**

Defined as Charters East of Chatham. For out of town charter drivers are allowed to take their applicable a.m. and p.m. and K.P. Run off and any other work as defined in 10.01 (3).

(c) **Weekend Charters:**

Will be defined as all charter work commencing or returning after 5:00 p.m. of the last school day of the school week or prior to 6:00 a.m. the first school day of the school week and going West of Chatham.

Summer Weekend Charters will be defined as all charters work commencing or returning after 5:00 p.m. on the last work day of the week or prior to 6:00 a.m., the first work day of the week and going West of Chatham.

(d) ii Cha

The above charters are defined as those charters scheduled on a weekly, bi-weekly, or monthly basis (two (2) or more a month).

These charters will be posted and assigned by seniority subject to the following:

The successful applicant will be assigned to only one (1) of the above postings.

All known reoccurring charters identified as of September 30 of each year, shall be posted by October 1 of each year for five (5) working days.

Any new reoccurring charters will be posted for five (5) working days.

Successful applicants for said postings will be eligible for all other charter work providing the driver is available (does not interfere with home to school runs).

(e) **Charters other than Above:**

Defined as public, extracurricular, etc.

10.05 (a) School Charters:

School charter selections will be assigned in order of seniority, by rotation. Charters will be assigned based on the last drop off time in the morning and first pick up in the afternoon of regular run.

All other charters (public, out of town, U.S., weekend) will be assigned in order of seniority by rotation.

(b) Special Emergency and Driver Cancelled Charters:

A separate sign up sheet will be posted for Emergency and Driver Cancelled Charters.

An employee holding a previous assigned charter for that day will be exempt from said emergency charter, unless the emergency list is exhausted.

One 'late coverage **list**' for emergency charters will be posted.

A reasonable effort will be made to accommodate everyone on the rotation list.

10.06 Summer Charter Sign-Up:

Charters will be posted at the following times.

(1) Summer charter sign up will occur ten (10) calendar days prior to end of school year.

10.07 Addition & Deletion from Charter Lists:

At the commencement of this contract all employee's will be contacted with a management and union representative present in order to identify which charter lists drivers wish to be added to. After the commencement of this contract An employee wishing to be removed from the Charter list will provide written notification to the Charter co-ordinator.

Any new employee that successfully completes their probationary period of sixty (60) days will automatically be added to the charter list(s) of their choosing. This is pending that the driver owns an AM & PM run.

The new sign up sheets will be utilized within three (3) work days of the completion of the posting period. With exception of the summer work period which will be utilized the day after school ends.

An employee will have five (5) working days to sign-up, they shall identify their selection.

10.07 Regular a.m.\p.m. available drivers on the charter list will have first option on all charters. When the charter list has been exhausted, drivers will be assigned at the Company's discretion.

All Charters will be assigned in seniority order by rotation on the applicable charter list.

The Company and employees shall make reasonable effort to accommodate all drivers to switch buses for the purpose of charter equalization.

When the driver reports to a scheduled charter pick up and the client cancels, the driver will be paid twenty-five dollars (\$25.00) reporting pay.

Any violations of the above charters, school charters and regular charters procedures will result in payment to the proper employee. The payment will equal the income of that specific charter.

~~All charter drivers will inform the Charter Department in writing of the start and finish times of their routes or any changes thereto.~~

The Union will be provided with a weekly list of all charters offered, refused and accepted on the Friday of each week by 5:00 p.m.

In order to be paid the driver must pick up and return the signed trip sheet within one (1) working day of the charter. An exception will be made for drivers assigned within twenty-four (24) hours of the charter.

For weekend and out of town charters twenty-four (24) hours notice will be given. Less than twenty-four (24) hours notice will not be classified as a refusal and their name shall be kept on the list for the next available charter.

If a charter is cancelled, that driver will remain in line for the next charter that becomes available.

If a driver refuses a charter, they will not be eligible for a charter until full rotation of the charter list has occurred. .

An employee may resign from a charter list upon written notification to the Charter Department.

Upon an employee obtaining seniority that employee will be eligible to apply at the next applicable posting period.

Solutions to any special circumstances that may arise will be mutually agreed to by the parties.

**10.8 Any driver who did not sign for the posted weekly charters by Friday will not be considered eligible for that charter.**

**ARTICLE 11 – LAYOFF RECALL**

11.01 In the event of layoff or recall to work following a layoff, probationary employee(s) shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority, such that the most senior employee shall be laid off last and recalled first. Layoffs and recalls will be done by seniority, by classification, by Group.

Employees on medical leave shall hold their seniority for twenty four (24) months. This is subject to required physical examination which MTO copy will be sealed and proper mailing address of employee being kept on file by the employee with the Company. The employee will provide up to date medical (status) not to include diagnosis when requested by the Company. The Union will be notified of such requests immediately.

- (a) Employees laid off on account of reduction in force will be allowed to work elsewhere and retain their seniority.
- (b) Employees will be called back to service in their seniority order according to the following procedures:

The Company will advise each laid off employee to be recalled by registered mail, return receipt requested. A laid off employee receiving notice to recall will immediately notify the Company of his intentions to return to work, or not, by registered mail, return receipt requested. Failure to notify the Company within five (5) days of receipt of notice will result in automatic removal from the seniority roster. Laid off employees are required to keep the Company informed of any address changes.

11.04 The Union agrees in the event of a layoff or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time had been removed from said run for

just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver.

- 11.05 The Company has sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to his place of residence. It is understood that such permission shall not be unreasonably withheld.

**Temporary Layoffs:**

When it is necessary to layoff employees temporarily as a result of labour disputes, school closures, adverse weather conditions or other unforeseen circumstances, bumping shall not apply. Employees shall be recalled to their runs held prior to the temporary layoff and shall lose their right of recall if they do not return to their first scheduled day of work, unless otherwise so approved by management.

- 11.06 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 laid off during the period of the school Christmas break, the school Spring break, and the school Summer vacation.

It is further understood that seniority shall continue to accumulate during the period of such layoffs. (Current practice to continue for ratification). At that time the re-opening of the school shall be deemed in the normal course to constitute a recall notice which shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed a "quit".

**ARTICLE 12 – LEAVE OF ABSENCE**

- 12.01 Employees requesting leave of absence shall make written application to their Manager giving at least seven (7) working days notice. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months provided the services of the employees are not immediately required and there is an employee available who has the qualifications to perform the work. Such leave of absence shall be granted in writing, with a copy to the Local Chairperson.

Leaves of absence will not be granted during the month of September. The Company's response to the request shall be given in writing within seven (7) days of the Company receiving the employee's written request.

- 12.02 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is

received at least seven (7) calendar days prior to the expiration of the leave of absence.

- 12.03 An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority and his name will be removed from the seniority list.

In the case of an employee being granted an extended approved unpaid leave of absence, the employee may not be permitted to sign for a regular school run and/or the run vacated by the employee may be posted.

- 12.04 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.

- 12.05 Leave of absence shall not be granted to enable an employee to work outside the Company's service. Leave of absences or illness longer than five (5) working days will be posted as a temporary position.

- 12.06 An employee elected as a full-time representative of the Union shall be granted leave of absence without pay while so engaged.

- 12.07 Upon written request of the National Representative, Local President and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence. The Company will pay lost time for regular scheduled work for all union leaves under this article to employees at their regular rate of pay and such rate of pay will be reimbursed by CAW Local 195.

- 12.08 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and shall continue to accumulate seniority. School bus drivers on an approved leave shall be returned to their scheduled work on the scheduled return date.

- 12.09 An employee wishing to return from leave of absence prior to the expiration of his approved period of leave must advise his Supervisor at least seven (7) days in advance of the date upon which he wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee, but if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume his duties at a time specified by the Company.

#### 12.10 **Paid Jury or Court Witness Duty Leave:**

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court.

The Company shall pay such an employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay at straight time.

#### 12.11 **Bereavement Leave:**

Every employee who has completed three (3) consecutive months of continuous employment is entitled to and shall be granted.

In the event of the death of a member of their immediate family, paid bereavement leave at their regular rate of pay (including KP for drivers and premiums and shift differential for garage employees) for three (3) normal working days that occur immediately following the day of the death.

The immediate family is defined as per the Canadian Labour Code: spouse, (including common law), child, mother or father, sister or brother, father in law or mother in law, sister in law or brother in law, step-parent or step parent of a current spouse, step brother, step sister, stepchild, grandparents and grandchildren of any employee covered by this Agreement, any relative of the employee who permanently resides with the employee or with whom the employee permanently resides.

### **ARTICLE 13 -VACATIONS**

#### 13.01 **Vacation Pay (Part-Time Employees):**

Part-time employees shall receive for vacation pay the applicable percentage of the previous year's earnings as set below.

1. Employees with less than one (1) year of service shall be entitled to vacation pay in accordance with the Canada Labour Code.
2. Employees who have completed one (1) or more years of service with the Company shall be entitled to four (4) per cent of their gross earnings.



3. Employees who have completed five (5) or more years of service with the Company shall be entitled to six (6) per cent of their gross earnings.

## **ARTICLE 14 – PAID HOLIDAYS**

14.01 An employee who qualifies in accordance with the relevant provisions of the Canada Labour Code shall be granted a holiday for each holiday established under the Canada Labour Code.

14.02 The parties agrees to recognize **Family Day, and** Easter Monday as a statutory holiday in lieu of the Remembrance Day statutory holiday.

The Company also agrees to recognize the Civic Holiday occurring in the month of August.

14.03 If any of the Company-recognized holidays not designated under the Canada Labour Code cease to be recognized by a customer and services are required on that day, the parties agree to meet and discuss methods to address this issue.

14.04 An employee must be available for duty on such holiday if it occurs on one of their workdays, excluding vacation days.

14.05 Drivers working fifteen (15) or more days in the previous thirty (30) immediately proceeding the holiday, they will receive holiday pay for all work regularly scheduled for that holiday (i.e. a.m., p.m. kindergarten, shuttle and late run).

14.06 Drivers working fewer than fifteen (15) days in the previous thirty (30) immediately proceeding the holiday, they will receive holiday pay equal to one twentieth (1/20th) of their earnings during the thirty (30) days immediately preceding the holiday.

### **14.07 Paid Labour Day - qualifications:**

1. Perfect attendance last two (2) weeks of school in June, first two (2) weeks of school in September.
2. Must complete dry run and interview prior to first day of school.

## **ARTICLE 15 – PART-TIME EMPLOYEES**

15:01 A part-time employee under this Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week.

Therefore, any employee who normally works more than twenty-eight (28) hours per week shall be classified as a full-time employee. Part-time employees under this Agreement do not participate in any of the benefit packages included in this Agreement. Charter hours are not to be included in this calculation. .

## **ARTICLE 16 – HEALTH AND WELFARE**

16.01 All full-time employees with sixty (60) calendar days service with the Company will be provided with the following insurance benefits and the Company will bear eighty-five (85%) percent, of the cost of same:

Life Insurance ..... \$30,000.00

Accident; Death and Dismemberment ..... \$30,000.00

Weekly Indemnity ..... - first day - accident  
- first day - when hospitalized  
- eighth - sickness  
- maximum - fifteen (15) weeks

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

Prescription Plan - thirty-five cents (0.35¢) co-pay.

## **ARTICLE 17 – HEALTH AND SAFETY**

17.01 The Company agrees to maintain proper observance of the health and safety conditions affecting its employees. It is equally recognized to be in the best interest of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

The employees agree to abide by the driving rules as laid down by the Company. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operations.

### **Health and Safety Committee Meetings:**

We recognize and encourage the role that both employees and the Company can play in enhancing the safe operating conditions of our Branch. To help accomplish this, a Health and Safety Committee will be created and held in accordance with the relevant provisions of the Canada Labour Code, Plan II. Employees participating in same will be compensated at the non-revenue rate.

- 17.02 It shall also be the committee's responsibility to review all accidents occurring at the Windsor Branch and as to recommending whether these accidents are preventable or non-preventable. Appeals to this process shall be made to the Regional Director Driver Development & Safety.

The Union shall receive a copy of the Employee Notification Report on any accidents where discipline is administered.

### **ARTICLE 18 – BULLETIN BOARDS**

- 18.01 Bulletin Boards shall be maintained by the Company for the use of the Union for calling of meetings and posting notices relative to the Collective Agreement. A copy shall be supplied to the Company.

### **ARTICLE 19 – CORRESPONDENCE**

- 19.01 Each employee shall keep the office informed of his current address and telephone number.

- 19.02 All communications between the Parties shall be addressed to:

To the Branch Managers and Education-Services, Windsor.

To the Local Chairperson of CAW Canada and at the last known address in the Union.

### **ARTICLE 20 – GENERAL**

- 20.01 Non Union personnel will not perform any Bargaining Unit work except in cases of extreme emergency. **The parties agree that snow removal is bargaining unit work.**

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

is the driver's responsibility to advise the Company in writing of any change in the status of his/her license.

**20.03 Telephone Calls:**

If it becomes necessary for a driver to call the office when he is on charters, highway runs, etc., he shall reimburse for the amount paid.

20.04 The Company agrees to supply and pay for appropriate cleaning supplies to all drivers for bus cleaning. (Define tools and supplies).

20.05 Employees will be paid bi-weekly.

20.6 The Company will reimburse an employee for any pay error of twenty-five (\$25.00) dollars or more immediately upon discovery of error. Any error which amounts to less than twenty-five (\$25.00) dollars will be rectified and paid on the next regularly scheduled pay day.

**20.07 The Company will supply raincoats as required to wheel chair drivers.**

**ARTICLE 21 – TRAINING**

21.01 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties.

The Company may also for this purpose make arrangements with the employees to exchange positions temporarily without effect upon the rate of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the Clause.

The Company will provide voluntary wheelchair training as required.

The Company will train displace drivers who require such voluntary' training.

Company to provide training for special education and wheelchair runs prior to an employee beginning the new run.

The Company will provide annual training to vail drivers classified on special education and wheelchair runs, to be completed before October 15th each year.

**21 .02 Training During Normal Working Hours:**

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

### **Voluntary Training:**

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

- 21.03 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted positions.

Accordingly, such employees who make application to the Branch Manager stating their desires, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

### **Safety workshops:**

As required by the Company and set out in the relevant policy, all drivers must attend minimum number of mandatory safety workshops annually.

Any paid safety workshops will be paid at the non-revenue rate.

## **ARTICLE 22 - DURATION**

- 22.01 This Agreement shall become effective **September 1, 2010**, unless otherwise stated and shall remain in force and effective until the 31 day of August, **2013**.

Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within ninety (90) days before the expiry date of the agreement.

Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 31 day of August, **2013**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for the purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom is sent upon the mailing of such notice by registered mail addressed to current address of the other party.

## **ARTICLE 23 - JOB POSTINGS**

23.01 Whenever new jobs or vacancies occur, notice of such vacancies or new jobs shall be posted for five (5) working days. Any employee wishing to apply shall make their intention known by signing the job posting sheet within five (5) working days.

Work will be assigned by seniority and ability to perform the work. Should no bargaining members bid on the work, the Company shall assign said work at its discretion.

The Company and Union will meet before the posting of any new not covered in the Collective Agreement job to discuss job requirements.

The Company reserves the right to stipulate any reasonable requirements which will be needed by the applicants.

All successful job applicants will be given up to a five (5) day training and familiarization period. Where upon reasonable grounds, it is decided that the Employee is not fully capable of performing the duties of the new job, they will be returned to their former jobs.

The jobs of lawn care, fuelling, salting yard, bus cleaning and dry runs will be posted in September each year.

Extra daily work (e.g. pick buses from other Branches) will be posted in September of each year, jobs will be assigned in seniority order by rotation. Upon attaining seniority employees may elect to be put on said list.

### **23.02 *Moved from Article 9.***

All Company positions (non bargaining unit) will be posted for employees to apply. Promotions and transfers within this bargaining unit shall be governed by the following factors:

- (1) Knowledge, suitability, efficiency and ability to do the work required. The judgment of the above qualifications and the promotion of any employee shall be at the sole discretion of the Company.
- (2) Length of continuous service when factor 1 is equal in the judgment of the Employer, shall govern.

## **SCHEDULE "A" – WAGE SCHEDULE**



### **School Bus Transportation Drivers:**

There will be a fifteen (15) minute allowance at the beginning of the a.m. and after p.m. runs. This allowance is to compensate the Driver for the following:

- (a) Start up time
- (b) Ministry of Transportation circle check
- (c) Fuelling
- (d) Cleaning the vehicle
- (e) Deadhead time and mileage

School bus drivers shall be paid on the basis of each run being assigned the time from the first pick up until the last drop off, plus the allowance provided in Clause 11.01.

Rates Payable upon verification by school board.

Times are paid from the first pick up to the last drop off, plus fifteen (15) minutes. a.m. and fifteen (15) minutes p.m. (Circle check & fuelling). Effective November 1, 2004.

Wheel Chair rates DO NOT include pick up and drop off of aides!

**Regular Runs:**

Special education runs.

TIME IN MINUTES	RATE	RATE	RATE
	September 1, 2010 2% Retro	September 1, 2011 2%	September 1, 2012 2%
<b>REGULAR ROUTES</b>			
0-60	\$19.72	\$20.11	\$20.51
60-75	20.88	21.30	21.75
76-85	22.25	22.69	23.11
86-95	23.72	24.19	24.67
96-105	25.18	25.69	26.20
106-115	26.65	27.19	27.73
116-125	28.12	28.68	29.26
126-135	29.60	30.19	30.80
136-145	31.03	31.65	32.28
146-155	32.49	33.14	33.80
156-165	33.94	34.61	35.30
<b>WHEELCHAIR ROUTES</b>			
0-75	24.62	25.12	25.62
76-85	26.08	26.60	27.14
86-95	27.32	27.86	28.42
96-105	28.79	29.37	29.96
106-115	30.23	30.84	31.45
116-125	31.72	32.37	33.00
126-135	33.20	33.87	34.54
136-145	34.67	35.36	36.07
146-155	36.12	36.84	37.58
156-165	37.58	38.33	39.09

166-175	39.05	39.83	40.62
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<b>TIME MINUTES</b>	<b>IN</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
		September 1, 2010 2%	September 1, 2011 2%	September 1, 2012 2%
0-75		\$17.96	\$18.46	\$18.98
75-90		19.16	19.70	20.25
90>		20.53	21.10	21.70

**Retro pay 'to be paid on all compensated hours the first full pay following ratification.**

- I. **Spares** - same pay as regular drivers.
2. **Charter rates** – Year 1 - \$12.90, Year 2 -\$13.16 and Year 3 - \$13.42
3. **Meal Allowance** - Upon ratification \$13.00 after five (5) hours on charters, \$28.00 after eight (8) hours on charters. For US charters the maximum rate converted to US dollars will be paid.
4. **Overnight** - eight (8) hours plus lodging.
5. Applicable one (1) hour charter rate for each year.
6. Mandatory meetings, training and safety meetings, breakdown, cover runs, dry runs and washing buses to be paid at the special work rate of Year 1 - \$10.50, Year 2 - \$10.75 and Year 3 - \$11.25.
7. **Hydro allowance** – Year 1 and 2 \$35.00 per month and Year 3 \$40.00 per month as required by Management.
8. Circle check, vehicle refueling -, fifteen (15) minutes to be included in a.m. and p.m. time calculation. Effective November 1, 2004.
9. Inclement weather, strikes and lock outs, P A Days, drivers wages will be paid at the same percentage rate as the company is compensated' by the customer. Employees will not be required to report to base unless requested by the Board. Inclement weather employee paid cancel rate plus rate of run performed.
10. **Monitors** – Year 1 - \$11.77, Year 2 - \$12.01 and Year 3 - \$12.25
11. **Pick up of monitors** - Any driver required to pick up a monitor will be paid' \$3.25 per run. The Company reserves the right to assign or reassign monitors to routes or drivers.
12. **Statistics Time** - At start up drivers will be paid estimated run time as per route description and confirmed upon stat completion.  
  
**Recruiting Bonus** - of \$200.00 to remain in effect for the duration of this agreement. Payable after probationary period. An additional \$100.00 will be paid to the recruiter and \$100.00 to the person recruited after successfully completing one (1) year of employment.  
  
At start up drivers will be paid estimated run time as per route description and confirmed upon stat completion.
13. **Medical Exam- Company to pay \$100.00 for each MTO medical exam.**

## **JOSS TO BE POSTED**

Lawn care

Fuelling.

Salting yard

Bus Cleaning

Dry Runs

**Paid Education Leave P.E.L\ Fund** - \$400.00 payable annually to the CAW Paid Education Fund, R.R.#1, Port Elgin, ON. NOH 2C5.

Recruiting bonus of \$200.00 to remain in effect for the duration of this Agreement. Payable after probation period.

**Return of child to school-** Special work rate, applicable to extra time outside of route time. Drivers to fill out time slip, must be approved by Management. Time slips will be provided in the welcoming kit and thereafter will be available from dispatch.

**Negotiations** - Company to pay the Committee for three (3) days to prepare for, negotiations and time spent in negotiations and time spent in negotiations at special work rate.

## LETTER OF UNDERSTANDING # 1

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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**RE: U.S. CHARTERS**

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When possible, the Company will supply a cellular phone to drivers performing U.S. charter work. When a phone is not available, the Company will agree to pay for any emergency calls made on an employee's personal cellular phone provided a receipt is given.

The Company will provide a charter emergency envelope for all U.S. charters.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## LETTER OF UNDERSTANDING # 2

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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RE: .%LEANINGSUPPLIES

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The Company will provide cleaning supplies, which will be kept locked in the dispatch cupboard and may be signed out between 9:00 a.m. and 2:00 p.m. during regular business days.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## LETTER OF UNDERSTANDING # 3

Chris Hutnik, .  
CAW

Dear Mr. Hutnik:

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**RE: OFFICE SPACE**

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The Company will provide to the union reasonable access to office equipment located at the branch, including a telephone, fax machine and photocopier to be used for necessary CAW business.

The Company will offer executive use of its wash bay office and some office furniture in order to provide a private meeting place to conduct union business,

The Company will not incur any extra costs or loss of potential revenue associated with this office space.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager



## LETTER OF UNDERSTANDING # 4

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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**RE: PART TIME MAINTENANCE EMPLOYEES**

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The Company may use pad-time persons to supplement the normal work force providing:

- regular maintenance employees are not on lay-off
- part-time persons shall not be used to an extent where it would deprive the gainful employment of a regular employee provided such is available
- regular employees will be given preference on the choice of work over part-time employees
- part-time employees shall be paid the appropriate rate of pay and shall pay union dues in accordance with Article 4 - Union Security.

The above rules and regulations governing part-time persons will be subject to revisions by mutual consent of the parties.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## LETTER OF UNDERSTANDING # 5

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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**RE: MECHANICS - CHRISTMAS BREAK**

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In the event that Laidlaw Education Services Windsor Branch closes early on the last business day before the Christmas holiday, or closes early on the last business day before the New Years holiday, mechanics who are scheduled to work will be required to work half that day and will be paid for their full days wage. If the mechanics are required to work their full days, the Company will attempt to find another alternative arrangement.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## LETTER OF UNDERSTANDING # 6

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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**RE: STAT SHEETS**

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Both parties have expressed concern over the method of collecting 'stats and the resulting pay adjustments. Therefore, the parties agree that any driver with a concern about the methodology or the application of route times, may ask a joint Labour/Management committee to review such.

This joint committee will investigate and if necessary recommend adjustments to route times. Nothing in the agreement super cedes the rights of the employee to seek redress through the grievance procedure.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## LETTER OF UNDERSTANDING # 6

Chris Hutnik,  
CAW

Dear Mr. Hutnik:

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**RE: STANDBY DRIVERS**

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The Company maintains the right to implement standby driver positions. The role of these drivers will be to:

- Be available and ready to drive any route at the Company's request
- Ensure at least one (1) vehicle of each type is circle checked and ready to be on the road immediately if required
- The standby drivers will assist the dispatcher as required and will receive appropriate training in this area

The standby drivers will not cover the same AM/PM run for any longer than ten (10) consecutive days without mutual agreement of the union and Company.

The Management and Union will meet in April and September of each year to discuss the feasibility of adding temporary positions to offset peak periods.

Yours truly,

FIRSTCANADA ULC

Peter McGlynn  
General Manager

## **APPENDIX \_"A" - GARAGE EMPLOYEES**

### **ARTICLE 1 – MEDICAL EXAMINATIONS**

- 1.01 The Company will bear full cost of all medical examinations required for employment purposes.

### **ARTICLE 2.– GENERAL HOLIDAYS**

- 2.1 The following General Holidays will be observed:

New Year's Day	Civic Holiday
<b>Family Day</b>	
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Easter Monday	Boxing Day

(Easter Monday is given in lieu of Remembrance Day)

- 2.02 If the government proclaims another statutory holiday during the life of this Agreement, it will be in addition to all other paid holidays listed above.
- 2.03 All employees shall be paid in accordance with provisions of the Canada Labour Code.
- 2.04 If an employee is required to work on any of the General Holidays, he shall be paid time and one half his appropriate rate of pay for all work performed or shall be given another day off with pay in lieu thereof.

### **ARTICLE 3 – EMPLOYEE'S FILES/RECORDS**

If an employee is suspended for a minor misdemeanor and if no more faults occur during the next twelve (12) months, the last entry is to be erased. A copy of any entry to an employee's file be furnished to the employee and Union representative. The Company will permit an employee, upon request, to view their personal file.

## ARTICLE 4- UNION ENTITLEMENTS

Union stewards will be allowed one (1) hour per week, to be paid for by the Company, for processing grievances, etc.

## ARTICLE 5 – RATES OF PAY

### 5.01 Lead Mechanic

Mechanic

Cleaner/Washer/Helper

5.02 Hours - The work week in the garage will be forty (40) hours per week to consist of five (5) days of eight (8) consecutive hours each, excluding a lunch period of one (1) hour.

5.03 Night Shift Premium - The Company will pay any employee whose shift starts between 3:00 p.m. and 1:00 a.m., sixty cents (60¢) per hour day differential.

	Current	September 1, 2010 * Retro	September 1, 2011 2%	September 1, 2012 2%
Mechanics	\$26.01	\$26.63	\$27.16	\$27.70
Lead Hand	27.01	27.63	28.16	28.70
Cleaner/Washer/Helper	12.75	13.00	13.27	13.53

**\* Retro pay to be paid on all compensated hours the first full pay following ratification.**

5.04 Any employee who works on an assigned day of rest or who is called back to work after completing his regular shift shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.

5.05 The Company will pay minimum of four (4) hours on all pieces of overtime work at the applicable rate but has the right to hold the employee for the whole period of four (4) hours, providing that the work is in their particular classification.

5.06 Wash Up Period - Employees will be allowed a ten (10) minute wash up period immediately prior to their quitting time. It is understood that if in the opinion of the Company, the privilege hereby granted is abused, the Company may terminate the same at any time without prior notice.

5.07 A fifteen (15) minute coffee break will be allowed in the first four (4) hours of the shift and a fifteen (15) minute coffee break will be allowed in the second four (4) hours of the shift.

## ARTICLE 6 – CLOTHING; MAINTENANCE DEPARTMENT

- 6.01 Coveralls and employees choice of parka or snowmobile suit to be supplied by the Company from October to May. Pants and shirts to be supplied from May to October. . One parka or snowmobile type suit will be supplied and repaired one time over the length of the contract. The Company will supply and clean either one (1) pair of coveralls or one (1) shirt and pants per day.
- 6.02 Rubber boots and gloves will be supplied by the Company for washing school buses.
- 6.03 Safety Shoes - Company to pay 100% of cost of safety shoes, one pair per employee per year.

## ARTICLE 7 – TOOL ALLOWANCE

**Mechanics Tool Insurance** - the Company will provide twenty-five thousand dollars (\$25,000.00) non-deductible insurance on each mechanic's tools and will pay each mechanic a **three hundred and seventy-five (\$375.00) tool allowance each year of the agreement.**

Letter to Chairperson one hundred dollars (\$100.00) voucher for special tool requirements each year (not to form part of agreement)

## ARTICLE 8 – VACATION WITH PAY – MAINTENANCE DEPARTMENT

All employees shall receive vacations with pay each year, according to seniority, on the following basis: The rate of vacation pay will be based on the employee's gross earnings of the previous calendar year.

YEARS OF SERVICE	# OF WEEKS VACATION	PAY RATE
01 to 05	2 Weeks	6%
Over 05 to 10	3 Weeks	8%
Over 10 to 15	4 Weeks	9%
Over 15	4 Weeks	10%

No vacations will be allowed in the one week period proceeding Labour Day.

Employees are entitled to take one (1) week of their vacation outside of July or August. This shall be limited to one (1) employee at a time.

## **ARTICLE 9 - MISCELLANEOUS**

- 9.01 All sums spent by employees which are chargeable to the Company will be reimbursed immediately upon delivery of proper receipts or invoices.
- 9.02 Phone - a telephone will be installed by the Company in the garage for use by the mechanics, providing its use is restricted to business use, emergency calls, and there are no long distance calls.
- 9.03 The Company agrees to deduct from each pay an amount of money designated by the employee which will be deposited forthwith into SELF DIRECTED RRSP of the employee's choice. Each month, the Company will match the employee's contribution to a maximum of twenty-five (\$25.00) dollars.

## **ARTICLE 10 – HEALTH AND WELFARE**

Employees will be covered under the Health and Welfare plan offered by Laidlaw Transportation and provided by Manulife Financial Group and/or Citadel General Assurance in accordance with the booklet provided to the employees in 2001.

**The Company will pay full cost of prescription glasses.**

*Safety  
OK  
MP  
JH*

## **ARTICLE 11 – LEGAL ASSISTANCE**

Employees will have the legal assistance of the Company in any legal proceeding brought jointly against the employee and the Company.



## APPENDIX “B” – TECUMSEH TRANSIT DRIVERS

### ARTICLE 1 – EXPECTATIONS

The employee(s) selected to operate this run are subject to the same expectations, requirements, and procedures as HTS bus drivers except as outlined in this document, and subject to the wishes of the customer (The Corporation of the Town of Tecumseh). Due to the so far **short** lifespan of this operation situations may arise not yet encountered or otherwise anticipated for in this document. When encountering these situations both the company and union shall collaborate to reach a mutually agreeable outcome.

### ARTICLE 2 – HOURLY RATES OF PAY

Hours – The hours of operation are at the sole discretion of the customer. At the time of this agreement they are 6am to 6pm Monday through Saturday.

Shift Configuration & Scheduling – at present there are three (3) shifts available 5:30am to 10am (4.5 Hours), 10am to 2pm (4 Hours), and 2pm to 6:30pm (4.5 Hours). The extra ½ hr beyond the route hours of operation in the morning and evening are to cover the time required to circle check the bus, sweep/clean as needed, wash the exterior of the bus, fuel as required, lock down the Lacasse facility before leaving in the evening and on Saturday mornings, etc. The schedule shall be rotated weekly in such a manner that the closer in week one becomes the opener in week two, and the opener in week one becomes the mid shift for week two, the mid shift in week one becomes the closer for week two. The schedule and rotation are to remain in effect for the duration of this contract barring unforeseen consequences and situations.

Hourly Rate of Pay:

TIME IN HOURS	RATE	RATE	RATE	RATE
	Current	Sept. 1, 2010 2%	Sept. 1, 2011 2%	Sept. 1, 2012 2%
1	13.10	13.36	13.63	13.90

## **ARTICLE 3 - MISCELLANEOUS**

**3.01** Drivers are to meet at the intersection of Lacasse and Tecumseh for the driver of the bus and the relief driver to exchange positions.

**3.02** Payment for 'Z' brake license endorsement.

**3.03** Switching Shifts - It is understood that drivers cannot switch shifts amongst themselves. The company must first be notified if the driver is unable to make their regularly scheduled shift. Preference in such an event will be given to bringing in a spare driver to cover the shift in question, barring this shifts can then be switched between drivers at the company's discretion. In events where the above two measures have failed to provide adequate coverage the three shifts may then be divided between two drivers.

**3.04** Clothing - Three (3) pairs of pants and three (3) long and short sleeve shirts are to be provided to each full time driver on an as needed basis. One (1) pair of pants and one (1) long and short sleeve shirt are to be provided to each spare driver. One (1) winter coat is to be provided to both the regular and spare drivers as needed. It is expected that the employees are to wash and keep these items in a presentable manner.

# MEMORANDUM OF SETTLEMENT

Between:

## FIRST CANADA ULC DBA FIRST STUDENT CANADA (Windsor Branch)

(hereinafter called "the Company")

11 AUG 04 2011 D

-And-

## CAW-CANADA AND ITS LOCAL 195

(hereinafter called the "Union")

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Disposing of all matters in issue between **FIRST CANADA ULC DBA FIRST STUDENT CANADA (WINDSOR BRANCH)** and National Automobile, Aerospace, Transportation And General Workers Union Of Canada (Caw-Canada) And Its Local 195.

The undersigned representatives of the parties approve of the following settlement and unanimously agree to recommend acceptance of the agreement by their respective principals and members and once ratified by both parties, such ratification shall be acknowledged by a formal letter to and by each party to the other.

1. All provisions of the previous collective agreement with **FIRST CANADA ULC DBA FIRST STUDENT CANADA (WINDSOR BRANCH)** dated as of September 1, 2007 to remain in force and effect except as amended by the parties.
2. All amendments and additions to the collective agreement signed by the parties during negotiations will be incorporated into the collective agreement.
3. All monetary and benefit changes shall be effective upon ratification unless otherwise dated.
4. The Company will pay a safety bonus of one hundred dollars (\$100.00) to all regular drivers and garage employees and fifty dollars (\$50.00) to spare drivers. The safety bonus will be paid the first full pay period after ratification.


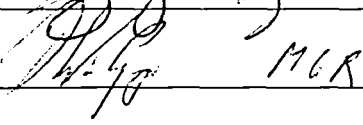
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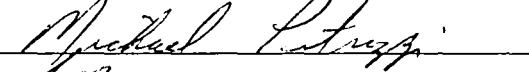

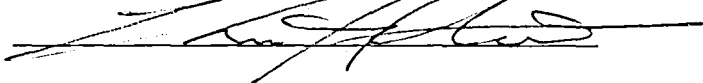
5. The Company will pay a safety bonus of fifty dollars (\$50.00) to all regular drivers and garage employees and twenty-five dollars (\$25.00) to spare drivers. This safety bonus will be paid the first full pay period in December 2011.

DATED IN WINDSOR, ONTARIO THIS 10 DAY OF MAY, 2011.

FOR THE COMPANY

FOR THE UNION

  
\_\_\_\_\_  
HR DIRECTOR  
  
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