

COLLECTIVE AGREEMENT

BETWEEN:

**First Student
Bowmanville, (Laidlaw)**

AND:

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA, (C.A.W. CANADA)
AND ITS LOCAL 4268**



Duration 2007 to 2010

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COLLECTIVE AGREEMENT

BETWEEN

**First Student (LAIDLAW TRANSIT LTD.)
(Hereinafter referred to as the “Company” of the first
part)**

AND

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
and its Local 4268
(Hereinafter referred to as the “Union” of the second
part)**



ARTICLE 1: PREAMBLE AND PURPOSE

The Company and the Union each agree that the purpose and intent of the 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 the Agreement for the expeditious and proper settlement of any dispute which may arise on the administration of the terms of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union (C.A.W. Canada) Local 4268 as the sole and exclusive bargaining agent for all employees of Laidlaw Transit (First Student Canada) terminal at Bowmanville, save and except supervisors and above the rank of supervisor, clerical, full time trainer and dispatch persons.

- 2.2 The word “employee” in this agreement shall mean the employee for whom the Union is the bargaining agent as set out in clause 2.1

ARTICLE 3: UNION SECURITY

- 3.1 The Company shall deduct on the payroll for the last pay period in each month from wages due and payable to each employee coming within the scope of the Collective Agreement, and amount equivalent to the uniform monthly union dues of the Union, subject to the conditions and exceptions set forth hereunder.
- 3.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of the clause shall be applicable on receipt by the Company of notice in writing from the Union the amount of regular monthly dues.
- 3.3 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex.
- 3.4 All employees covered by this agreement will have deducted each month from their pay, the amount of monthly union dues, as determined by the Union in accordance with its constitution.
- 3.5 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company and deductions for group insurance shall be made from wages prior to the deduction of dues.
- 3.6 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the treasurer of the Local (CAW Local 4268, c/o Russ Lucking, 219 Eleanor Ave., Hamilton, Ont., L8W 1C7 and the Chief Steward, not later than the fifteenth (15th) of the month following the date in which the deductions are made.

- 3.7 The Company shall not be responsible financially or otherwise, either to the Union or to any employee for failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
- 3.8 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the company pursuant to the first paragraph of this Article of the Agreement, all parties shall co-operate fully in defense of such action. Each Party shall bear its own cost of such defense except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.
- 3.9 **NEW EMPLOYEES:** Employees engaged to fill positions within the scope of the Agreement will be informed by the Company that the Union is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Union with name, occupations, telephone number and address of each employee engaged during the term of this Agreement within fifteen (15) days from the date of engagement. On commencing employment, the employee's immediate supervisor shall provide the new employee with the telephone numbers of their union representatives. A copy of the Collective Agreement provided by the Union will be included in all start-up or welcome packages provided by the Company. In addition, the new employee will be allowed twenty (20) minutes to meet with the Union representative privately not on Company Time and without pay.
- 3.10 Each new employee, when hired by the Company will be required to complete, in full, an authorization card (supplied by the Union) for the purpose of becoming a union member and authorizing the Company to deduct monthly union dues, as a condition of their continued employment

with Company. This clause is subject to mutual agreement between the Union and the Company as to continued employment.

- 3.11 The Union agrees that there will be no union meetings of any kind called during normal working hours. The union or any employees covered by the Agreement shall not engage in union activities during normal working hours or hold meeting of any kind during normal working hours. The Company will communicate in advance the dates and times of union meetings. The Company further agrees to announce the meeting three (3) times per day; a.m., noon, and p.m. commencing on the day prior to the meeting and the day of the meeting. The Union is to notify the Company by 7:00 a.m. the morning the announcement is to be made. The times are to be determined in co-operation with the Chief Steward.
- 3.12 On evening when the Union is holding a meeting, the Company shall make every reasonable effort to schedule work in a manner, which will permit employees to attend.

Providing transportation to Union Meetings: The Company will provide up to three (3) vehicles at designated pickup points for the purpose of bringing employees both to the meeting and returning to their pickup location. There will be no wages paid or owing to the driver. In any case where conduct of passengers and/or the driver cause concern to the Company with respect to safety and or its reputation, a meeting shall be held with the Chief Steward.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union acknowledges that the Company has all the normal and usual rights of management in running its business in all respects according with its obligations, including the following:
- (a) Maintain order, discipline and efficiency
 - (b) Hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim of an employee that she/he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the grievance procedure. This time may be extended only by mutual agreement of the Union and the Company.
 - (c) Generally to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement.
 - (d) Make and alter from time to time rules, regulations and policies which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the Union with advance notice of 4 days in writing where possible on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to a rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented. No change to rules, regulations or company policies for employees of the branch will be recognized if such change will violate or modify language or intent of this Collective Agreement.
 - (e) Except in cases of drinking or substance abuse on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until and fair and impartial hearing has been held. The Company will give the Chief Steward forty-eight (48) hours notice of matters to be dealt with at impartial hearings and grievances, and the subject matter to be dealt with. Nothing herein prevents the Company

from removing such driver from service without pay until such hearing with the Chief Steward in attendance.

- (f) No employee shall be held out of service for an investigation of any charge against him/her for a period of no more than three (3) working days without holding a hearing by the Company concerning such matters, and the employee and the Chief Steward must be notified at least forty-eight (48) hours in advance of such hearing, in writing.
- (g) Letters of reprimand, adverse reports or written disciplinary warnings shall be removed from an employee's file after eighteen (18) months. Disciplinary suspensions and minor driving offences shall be removed from an employee's file after eighteen (18) months. More severe driving offences (that involve points on a driver's license) shall be removed from an employee's file after eighteen (18) months. With respect to the Company's obligation to consider all complaints received about a driver, management will take into consideration the source of the complaint, as well as the ability to verify the complaint, when determining what, if any, action to take resulting from the complaint. When the Company has a complaint from the Board, management, in co-operation with the Chief Steward, will meet and discuss any action to be taken (if necessary). It is understood that the board has no rights as far as the disciplining of drivers under this Collective Agreement.
- (h) All letters or understanding will be signed by the President of the Local and/or his/her designate and the Director of Human Resources/First Student or his/her designate.

4.2 A copy of any entry, which relates to an employee's conduct, shall be sent to the employee and to the Chief Steward, at the time any entry or document is placed in the employee's file. Any employee may request to review his/her own work record on the employee's file twice in any calendar year. Such review will be accommodated within a seven (7) working day period. Employees will also be granted this request at the conclusion of any discipline, which may occur during their employment.

4.3 An employee's reply to a complaint, accusation or expression of dissatisfaction shall become part of his/her record. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not

be considered an admission that such discipline was justified. Disciplinary action, where necessary, will not be unduly delayed.

- 4.4 When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charge against him/her for a period longer than three (3) working days without the holding of a hearing by the Company concerning such matters, and the employee must be notified at least one (1) working day in advance of such hearing, with a copy of the notice being supplied to the Local Chairperson in advance.
- 4.5 The Parties agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership or non-membership in the Union or any labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.
- 4.6 There will be no Union meetings of any kind called during normal working hours. The Union or any employees covered by this Agreement shall not engage in Union activities during normal working hours or hold meetings of any kind during normal working hours.
- 4.7 The company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner which will permit employees to attend. The Company will communicate information regarding the meeting in advance, in its usual manner.

ARTICLE 5: WORKPLACE HARASSMENT

1. The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his /her membership or activities or lack of membership or activities, in the Union.
2. The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of age, sexual orientation, disability, save and accept those limitations as set out in the Federal Jurisdiction.
3. The Company and the C.A.W. are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is know or ought reasonably be known as unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

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

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

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry
- practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,

- posting or circulation of offensive photos or visual materials,
- refusal to work or converse with an employee because of their racial background or gender,
- unwanted physical conduct such as touching, patting, pinching, etc.,
- Condescension or paternalism, which undermines self respect,
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

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

Filing a complaint:

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

- Request a stop of the unwanted behaviour.
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
- It is advisable to document the events, complete with times, dates, location, witnesses and details.
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser for they may fear reprisals from the harasser, lack of support from their work group or disbelief by their supervisor others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company official.

Investigation:

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

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

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

Resolution:

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

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

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

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the Human Rights Code.

ARTICLE 6: NO STIKES OR LOCKOUTS

- 6.1 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 under the Canada Labour Code.

- 6.2 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. Drivers must drive to a location where a strike is in process when arrangements have been made to unload the passengers outside of any picket line.

ARTICLE 7: UNION COMMITTEE AND STEWARD

- 7.1 The Company recognizes the right of the Union to appoint or otherwise select a negotiating committee, a grievance committee and a Health and Safety Committee. The Company undertakes to recognize and deal with all of these committees. The Chief Steward shall have super seniority (second last person to be retained on the seniority list for the purpose of permanent layoff).
- 7.2 The company and the union agree that a labour management co-operative committee will schedule monthly meetings or bi-weekly if necessary, for the purpose of discussing the matters of mutual concern. Meetings between the Company and the Union committee shall be held at times mutually agreeable to both Parties. 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 by the Company and a copy to the Chief Steward within then (10) days. The Company will pay union representation for Labour/Management meetings to a maximum of two (2) hours at the special work rate or loss revenue time, whichever is greater.
- If a matter appears on a labour/management agenda for three (3) consecutive meetings, the Company is to provide the Union with a written response before the fourth (4th) meeting.
- 7.3 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 Agreement.
- 7.4 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, but will not enter into any contracts that are subject to the provisions of the Collective Agreement.
- 7.5 In the cases of grievance it is understood and agreed that no more that three (3) 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. In cases of policy grievances and/or unusual circumstances, the provisions of this clause may be extended.

- 7.6 The Union shall notify the Company in writing of the names of its Officers, Chief Steward, Stewards and the Union Committees dealing with the Company. The Company shall notify the Union, in writing, of the names of its officials who have functions under this agreement and stating their functions.
- 7.7 The Chief Steward and Steward have regular duties to perform on behalf of the Company. They will not absent themselves from their regular duties in order to deal with grievances or other Union business, without management consent. However, consent will not be unreasonably withheld.
- 7.8 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National 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/his nominee before visiting any property of the Company, which consent will not be unreasonably withheld.
- 7.9 The Company shall notify every employee of their right of Union representation at the time any meeting is set up in which discipline is being contemplated. The Company shall provide the employee with time to talk to their Union representative before the discipline meeting.
- 7.10 No person shall act as a steward or negotiator who has not successfully completed his/her probationary period.

ARTICLE 8: GRIEVANCE AND ARBITRATION

- 8.1 The Parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the Union grievance committee in order to investigate and participate in grievance matters and the Union agrees that the members of its committees will 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. Both Parties shall agree to acknowledge receiving all grievances and correspondence of such grievance material to the other party in writing or as mutually agreed.
- 8.2 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels she/he and been unjustly dealt with, the following procedure shall be followed:
- Pre-Step: Verbal. The Employee and Manager or his/her designate shall meet within five (5) working days, in order to settle any disputes before filing a grievance. If no settlement can be reached, the Employee may proceed with filing a grievance with the Union.
- Step 1: The grievance shall be in writing, a copy of which shall be given to the Manager or his/her designate and to the Employee's Steward. The grievance must be presented to the Manager or his/her designate within seven (7) working days after the occurrence of the matter complained of and the Manager or his/her designate shall answer the grievance presented to him/her in writing within seven (7) working days after he/she has received it. The grievance may be signed by the employee, his/her Steward or Chief Steward, with the exception of dismissal grievances, which the affected employee must sign.
- 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 General Manager or his/her designate, present the grievance in writing to the District Manager or his/her designate, who shall render his/her decision in writing within five (5) working days after receiving it.

Step 3: If the matter is not settled in Step 2, the Chief Steward may present the grievance to the Director of Human Resources within five (5) working days of receiving a written decision from the District Manager or his/her designate. If either party agrees that a settlement can be reached with a meeting, the meeting shall take place within five (5) working days, otherwise the grievance shall be answered within seven (7) working days of the Director of Human Resources receiving it.

- 8.3 In the event that the matter has not been settled, either Party may, within ten (10) working days of the aforesaid meeting, contact the other Party in an endeavour to agree on a single arbitrator. Failing agreement within three (3) working days, arbitration will be instituted under the following conditions:

The Party desiring arbitration will give the other Party a written notice of its intention and this notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the Party.

The desiring Party will suggest three (3) arbitrators to be picked from. The other Party shall also forward three (3) names of Arbitrators and both sides shall agree on a sole Arbitrator to hear the case.

- 8.4 The Company and the Union shall, within five (5) working days, appoint or select a sole Arbitrator. If they are not able to select an Arbitrator, they shall request the Minister of Labour to make the appointment.
- 8.5 The sole Arbitrator shall then forthwith, consider and determine the matters in issue which have been submitted to him/her for disposal and his/her decision shall be final and binding on all Parties concerned.
- 8.6 The Parties will equally bear the expense of the Arbitrator.

- 8.7 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.
- 8.8 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of the 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 Chief Steward submitting a statement of the claim to the Director of HR or his/her 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 Director of HR or his/her nominee submitting a written statement of the grievance to the Chief Steward of the Union. He/She 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 Chief Steward has submitted his/her answer. A reference of any matter to arbitration shall then follow the other terms set forth in the Agreement.
- 8.9 All time limits as specified herein for the grievance or arbitration procedures may be extended, but only by mutual agreement confirmed in writing between the Company and the Chief Steward. 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, the Parties will co-operate to provide a reasonable extension of 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, 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, arbitrations and investigations shall not include Saturdays, Sundays and Public holidays for both the Company and the Union.

- 8.12 In an interview 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/her right, to have a union representative of his/her choice attend the meeting with the employee. The Company shall provide the employee with time to talk to their Union representative before the discipline meeting.
- 8.13 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within five (5) working days of the date the employee is notified of the discipline.
- 8.14 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

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

ARTICLE 9: PROMOTIONS

- 9.1 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. Medical certificate.
 3. Length of continuous service, when factors 1 and 2 are equal in the judgment of the employer, shall govern.

ARTICLE 10: LEAVE OF ABSENCE

10.1 Employees requesting a leave of absence shall make written application to their manager giving at least seven (7) working days notice (if possible). Such leave of absence shall be granted in writing, with a copy to the Chief Steward. The Company may, at its discretion, grant such leave of absence for a period of up to one (1) month.

A driver with less than one (1) year of seniority shall not be granted a leave of absence, except in the case of an extreme emergency, at which time the Company and the Union will meet to determine if seniority is maintained.

10.2 A leave of absence may be extended by the Company upon receiving notice from the employee, provided such notice is received at least three (3) working days prior to the expiration of the leave of absence.

10.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall, unless the Branch Manager is advised of exceptional circumstances, be terminated.

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

10.5 Leave of absence shall not be granted to enable an employee to work outside the company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the Chief Steward.

10.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.

10.7 Upon written request of the President of Local 4268, and/or local Chief Steward, 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 President of Local 4268, and/or the Local Chief Steward prior to the effective date of the requested leave of absence. The numbers of

employees requesting leave at any one (1) time shall not exceed three (3).

10.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list. It is clearly understood that the Company will return the driver to his/her former run when returning from a short-term leave of absence (i.e. less than one (1) month), during the same school year.

10.9 An employee wishing to return from leave of absence prior to the expiration of his/he approved period of leave must advise his/her supervisor at least three (3) working days in advance of the date upon which he/she 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/her duties at a time specified by the Company. When a driver has been granted a leave of absence in writing, the driver may cancel the leave in writing, and may perform their regular run if the employee has given three (3) working days notice to the Company prior to the proposed return.

10.10 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 to serve as a court witness for the Company in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay at straight time, to a maximum equivalent of their daily rate. If the employee is on a designated lay-off period, the employee shall be paid for all their time in court at the special work rate to a maximum equivalent of their normal daily rate prior to the lay-off period.

10.11 An employee returning from a leave of absence granted in accordance with Clause 10.1 will be returned to the route held previous to the leave of absence, unless a signup period has passed and provided the route remains.

ARTICLE 11: VACATIONS

- 11.1 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.
- 11.2 Employees who have maintained an employment relationship with the Company of one (1) year shall receive a vacation of two (2) weeks and they shall receive vacation pay an amount to four percent (4%) of the pay received for all work performed in the working year.
- 11.3 Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six percent (6%) of earnings in the previous year.
- 11.4 An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight percent (8%) of earnings in the previous year.
- 11.5 The above vacation schedule shall be subject to the provisions of the Canada Labour Code whenever and wherever that Code does apply. Therefore, vacations allowances and vacation credits shall be granted in accordance with the Code whenever it applies notwithstanding the terms outlined above.
- 11.6 Vacation days shall be exclusive of the assigned rest days and legal holidays as specified in this Agreement.
- 11.7 Employees may request vacation in up to two week blocks for the next calendar year (January-December) by the end of September each year.
- 11.8 Vacations will be awarded by seniority. Any vacation requests submitted beyond the end of September will be awarded on a first come basis. (5% of drivers)

11.9 Vacation Pay:

Employees shall receive for vacation pay the applicable percentage of the previous year's earnings as set out in Clauses 11.1 through 11.4.

Drivers who notify the Company that they are going on vacation two (2) weeks in advance will be paid their vacation pay, upon request, at the time they take vacation upon request.

Vacation pay accrued shall be paid to all employees by direct deposit the first pay in November on a separate cheque.

11.10 Records of employment to be issued for all employees automatically at all layoff periods and in accordance with the Canada Labour Code. In cases of any delays by the Company in issuing ROE'S, the Company shall assist the employee so affected to register with the Employment Insurance Commission.

ARTICLE 12: PAID HOLIDAY

- 12.1 An employee who qualifies in accordance with the relevant provisions of the Canada Labour Code shall be granted a holiday with pay for each holiday established under the Canada Labour Code.
- 12.2 The parties agree to recognize Easter Monday as a statutory holiday in lieu of Remembrance Day holiday.

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

The Company will continue the practice of recognizing Family Day (3rd Monday of February) each year as a Statutory Holiday.

- 12.3 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.
- 12.4 General Holiday pay shall be calculated at the driver's normal regular daily rate. Snow days and all regular scheduled work performed shall be used in this calculation.
- 12.5 Christmas and March Breaks:
Any days of layoff (Monday to Friday) occurring prior to a holiday shall be treated as days worked for the purpose of calculating the fifteen (15) or more days as set out in clause 12.4
- 12.6 Holiday pay for school bus drivers will be calculated on the basis of work normally performed on the statutory holiday orals regular scheduled work day prior to the holiday.
- 12.7 Statutory holidays worked will be paid as per the Canada Labour Code.

ARTICLE 13: BEREAVEMENT LEAVE (ALL EMPLOYEES)

- 13.1 The Company agrees that in the event of a bereavement in an employee's immediate family, meaning spouse/common law spouse, son/daughter, son/daughter-in-law, mother/father, sister/brother, grandparent, grandchild, mother/father-in-law, sister/brother-in-law, step-parents, step-parents of spouse and step children, if the employee attends the funeral, allowing the employee such time off as necessary up to a maximum of (3) days and to pay for the days which the employee would have otherwise worked at his/her regular rate of pay. If the employee is unable to attend the funeral, he/she shall be allowed one (1) day off without loss of pay.

An employee may withhold one (1) day of bereavement time for spring burial.

Proof of day Funeral Services may be required.

ARTICLE 14: PART-TIME EMPLOYEES

- 14.1 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 (averaged over any given twelve (12) week period) 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 benefit packages included in the Agreement. Charter hours are not to be included in the calculation.

ARTICLE 15: SAFETY AND HEALTH

15.1 The Company agrees to institute and maintain all precautions to guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II (“CLC II”).

15.2 Health and Safety

The Company agrees to the establishment of a joint Health & Safety Committee which will be composed of a minimum of two (2) employees appointed by the Union and a minimum of two (2) representatives of the Company. The duties of the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. It shall also be the committee’s responsibility to review all Category 1 accidents/incidents for the purpose of recommending methods by which to avoid such accidents from occurring in the future. The committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year. If circumstances make additional meetings necessary, they should be held during or outside regular hours, whatever is required.

Two (2) co-chairpersons shall be elected every two (2) years by and from the members of the committee. One (1) co-chair shall be a union member; the other shall be a company member. Co-chairpersons will be trained and certified by the THSAO. The training time will be compensated according to whichever is greater 1) Normal Daily Rate or 2) 8 hours at special work rate.

The minutes of the Health & Safety Committee shall be recorded and signed by the co-chairpersons, distributed to the committee members, posted on the bulletin boards and sent to the local union.

The Health & Safety Committee functions will include but not be limited to the following per the CLCII:

- Consider and expeditiously dispose of health and safety complaints;

- Participate in the implementation and monitoring of programs for the prevention of workplace hazards;
- Participate in the development, implementation and monitoring of programs to prevent work place hazards;
- Participate in all the inquiries, investigations, studies, and inspections pertaining to the employee health and safety;
- Participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- Ensure that adequate records are kept on work accidents, injuries and health hazards;
- Cooperate with health and safety officers;
- Participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures;
- Investigate and assess the exposure of employees to hazardous substances;
- Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once year.

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

The Health & Safety Committee shall be compensated, whether performed during or outside the member's regular working hours, at the loss of revenue hours at special work rate, whichever is greatest.

The members of a Committee are entitled to attend meetings and perform any of their designated functions as authorized by the co-

chairpersons (both) of the Committee. Committee members have the right and obligation to participate in identifying and correcting job-related health and safety concerns.

15.3 Category 1 Accidents:

Employees who have three (3) Category 1 vehicle accidents in any twenty- four (24) month period may be dismissed from service.

15.4 Driving Rules:

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

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

It is also understood that the employee must file a complete accident report with the Company within twenty-four (24) hours of the accident.

15.6 If the company requests a medical certificate, doctor's note or a note from a specialist from an employee, the company shall pay the full amount. All monies will be paid in full upon submission of a receipt.

15.7 It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment. In the event that any employee detects any unsafe conditions of the vehicle that he/she is to operate, it shall be the Company's responsibility to correct the defects involved.

15.8 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle as prescribed by the company and to ensure in the course of same that windshield washer reservoirs are filled on all buses equipped with same.

- 15.9 There will be a minimum of five (5) mandatory safety workshops annually. Drivers will be paid at special work rate for time spent in such meetings, with a minimum payment of one (1) hour. For drivers who cannot attend one or more workshops, due to illness, family emergencies or other work commitments, there will be alternate dates for makeup workshops to be held during normal working hours.
- 15.10 The Company shall provide every employee with the proper cleaning materials for safety purposes, as well as to disinfect their work area.

ARTICLE 16: BULLETIN BOARDS

- 16.1 A secured bulletin board shall be provided at all yards for the use of the Union for calling of meetings and notices relative to all employees. The Operations Manager shall receive a copy of the notice before it is posted. The Chief Steward and the Operations Manager shall have the only keys if so equipped.

ARTICLE 17: CORRESPONDENCE

- 17.1 Each employee shall keep the office informed of his/her current address and telephone number. If an employee's information changes, the employee will be supplied with a union authorization card for completion by the employee. The Union needs to supply the cards to the Company.
- 17.2 All communications between the parties shall be addressed to:
- (a) Branch Manager and General Manager, First Student (Laidlaw) President and Chief Steward of the C.A.W., at the last know address in the case of the Union.
 - (b) Copy to regional office of the Union.

ARTICLE 18: GENERAL

18.1 Supervisors will not perform any scheduled work such as charters or school runs except in cases of extreme emergency.

18.2 It is a condition of employment for a driver that he/she holds the necessary Ontario Drivers License to perform his/her normal duties. Cancellation and/or inability to maintain the required driver's license may result in termination. An investigation by the Company and the Union will be done as to why a driver's license has been cancelled and as a result a driver may be offered a non-driving position for up to thirty (30) days.

18.3 Service Letters

The Company shall return to new employees, within thirty (30) days from date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice, shall upon request be given the usual certificate of service and will be paid as soon as possible.

18.4 Telephone Calls

If it becomes necessary for a driver to call the office when he/she is on charter, highway runs, etc., he/she shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule will be extended. If the driver is asked to call the Company and it is long distance, the Company shall reimburse the driver or accept the charges. It shall be encouraged that drivers use 1-800- lines where possible.

18.5 Proofs of the new agreements will be prepared by the Company for signing within thirty (30) days of the final agreement and the Union agrees to proof and return the proofed copies of the agreement to the company within thirty (30) days of receiving it.

18.6 The Company agrees that the payroll procedure for drivers will include a detailed spreadsheet, upon request. A driver who has a shortage in their pay of twenty-five (\$25) dollars or more shall be paid immediately upon discovery of the error. Any error which amounts to

less than twenty-five (\$25) dollars will be paid on the next regularly scheduled pay.

- 18.7 The Company agrees to pay two hundred and fifty (\$250.00) dollars towards the cost of printing the Agreement, upon receipt of the printing invoice.
- 18.8 When a new position is created outside the bargaining unit, the Company shall post notice of such position on all bulletin boards as per Company policy so that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.
- 18.9 Upon driver request, maps will be provided.

ARTICLE 19: TRAINING

19.1 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.

19.2 Training During Normal Working Hours – An employee required by the Company to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

Training Outside Normal Working Hours – An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her 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.

Where required by the Company or one of its customers, drivers will be paid to attend a first aid course not exceeding eight (8) hours.

19.3 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.

ARTICLE 20: SENIORITY AND WORK ALLOCATION

- 20.1 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. Seniority shall operate on a bargaining unit-wide basis.

Any member of Local 4268 who is accepted for a position in another C.A.W. 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 in alphabetical order.

20.2 Probationary Employees

A hired employee shall be on probation for a period of sixty (60) worked days from the date first worked. A hired employee on probation will be paid at the probationary rates of pay, for the first thirty (30) days worked. After completion of the probationary period, seniority shall be effective from the original date first worked for pay.

- 20.3 The Company shall maintain seniority lists showing the date upon which each employee's service commenced, which shall be the day upon which the employee commenced work for pay, 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 January 30 and September 30 of each year. Additions and deletions will be announced at each Labour Management Meeting.

- 20.4 Seniority shall be broken into two (2) lists, one (1) for regular drivers and one (1) for spare drivers. A regular driver may move to spare driving category at anytime. In doing so, the driver shall give up their assigned run. In the case of the driver remaining as a spare driver for a period of more than three (3) months they shall lose their seniority as a regular driver.

For regular employees as of the date of signing of the collective agreement, spare driving seniority shall be calculated on a pro rata basis for the work performed, with one (1) run equaling one (1) day. Employees hired new, after the date of signing, as a spare driver shall earn seniority on the basis of the actual time worked for seniority purposes. (One (1) run equals one (1) day.)

20.5 Loss of Seniority

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

1. he/she is discharged for just cause and is not reinstated;
2. he/she resigns in writing;
3. he/she is absent from work in excess for two (2) days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible;
4. he/she fails to return to work within seven (7) working days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of his/her current address. An employee recalled for casual work or for employment of short duration, at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work;
5. the employee fails to comply with the terms of a leave of absence granted to him/her;
6. he/she is laid off for a period in excess of fifteen (15) consecutive months.

20.6 Home to School Work

- (a) Home to School routes will continue to be assigned in accordance with the current practice.
- (b) Carrying Over of Runs: When a driver finishes work at the end of the school year and indicates to management that he/she is returning next year, their run is held for them. If a driver, over the course of the summer, has his/her run cancelled ("A" run),

then this driver will be assigned a vacant run in their geographic area. In the event that there are not vacant runs in the geographic region, the driver has the right to bump the junior employee in their geographic region. That bumped employee then fills a vacancy in the bargaining unit, or, where there is no vacancy, will be eligible to bump the most junior employee in the closest geographic region. No driver will be allowed to bump unless they have lost their run. All drivers have the right to bid for new runs or any runs that become vacant during the year. Known openings will be posted and assigned the first three (3) weeks of August.

(c) New or Vacant Routes

After the start of the school year, the Company will post primary vacancies and the selection shall be subject to the geographic region, standards established and seniority. The vacancy (gap vacancy) will be covered in the following manner:

Employees, four (4) times per year (charter and shop sign up) are permitted to indicate in writing their preference for a particular run(s) the Company would then fill the secondary vacancy from this list, giving recognition to seniority, standards established, or in the case of no employees applying, the Company will assign the vacant run to senior spare driver in the region or in such other manner as the Company deems appropriate. The Chief Steward will receive a copy of requested runs. Request to be done in June for the following year.

Primary vacancies due to runs acquired and/or routes becoming vacant will be posted for ten (10) working days and any driver in that region may apply for the route.

Work on the new run will begin on the third (3rd) working day following the ten (10) day posting, or the driver will be paid the difference in pay between the two (2) runs if the new run pays more.

(d) Geographical Regions – there will be three (3) geographical regions comprised of:

(i) Oshawa: West of Oshawa Town Line;

- (ii) Clarington: East of Oshawa Town Line to West of Clarington Northumberland Town Line;
- (iii) Northumberland: East of Clarington Northumberland Town Line.

For the purpose of Run and Charter assignments.

- (e) The Company and the Union agree that the Labour Management Committee will continue to meet and review the current run assignments with a view to reducing deadhead time and costs. The parties hereto recognize that the review will be focused on reducing unnecessary dead head and cost but shall also focus on meeting reasonable employee needs and expectations with respect to runs assigned.

The Parties will attempt to establish a reasonable standard on how routes are assigned within a Region and a process for resolving instances where either employee preference or business need fall outside the standard established.

Nothing herein modifies the Company's right to manage the business or the Union's right to represent employees with regard to run assignments.

- (f) Posting of Runs
Employees will be provided via a posting with a list of all runs and wages associated with the runs as early as possible at the beginning of the school year. If the Branch is unsure due to customer requirement changes, the posted information will be based on last years' run information.
- (g) Cancellations:
If a run is cancelled over the summer, notification shall be in writing to the driver and copies to the union.

20.07 Charter Work

- (a) School Bus Charters & Assignment
School bus charters will be allocated on the basis of the school served by seniority on a rotation basis. If the charter does not

interfere with the a.m. or p.m. school run, school bus drivers will be given preferences for the work by seniority, by rotation, by region.

If a driver refuses four (4) charters during the three (3) month period, his name will be removed from the list for the remainder of the period, except in the case where there are no available drives on the sign-up list. In that case, the dispatcher will assign the work as efficiently as possible to any driver who will accept. Note: Any charter that is given out with less than forty-eight (48) hours notice, and is refused by a driver, shall not be considered to be a refusal or turn.

- (b) When more than one (1) charter is being assigned at one (1) time, the next driver whose name is on the current rotation list will be offered the charter work of his/her choice.
 - (i) Drivers will be paid a minimum of one (1) hour, including vehicle preparation time, for all “in between school runs” charters.
 - (ii) On school charters that do not originate at the A.M. destination school, drivers will be paid fifteen (15) minutes for vehicle preparation.
 - (iii) On out of town charters drivers will be paid fifteen (15) minutes before and fifteen (15) minutes after the charter for vehicle preparation and interior cleaning.
 - (iv) When it is necessary to split a charter for an emergency, the return trip shall not count as a piece of work for that driver.
- (c) Charter Sign-ups
Sign-up list for charter and extra driving work, effective for a three (3) month period, will be posted on the bulletin board on the first Monday of the month in which it becomes effective (September, December, March). For summer sign-ups only, the list will be posted by June 15. This sign-up list will remain open until it becomes effective on the third (3rd) Monday of the

month. The names of those who have signed up will be arranged in order of seniority on a rotation list. At the completion of the sign up period, rotation continues from leave off point of previous sign up list between school bus runs, evening, and weekends. Sign ups will be in person or in writing with an employee signature.

The lists will be posted and a copy given to the Chief Steward.

(d) Public Charters & Assignment

Public Charter Work will be allotted on a rotational basis by seniority within each geographical region. Definition of a Charter Rotation – a missed charter will constitute a turn.

Public Charter Work includes charters originating from a school not currently served by the Bowmanville Branch.

(e) in school charters, public charters shall not interfere with a.m. or p.m. school runs.

(f) Posting of Charters

A copy of the dispatch sheet showing the allocation of that day's charter will be posted each day for a twenty-four (24) hour period. When customers book late or in an emergency, dispatch will add the assigned drivers name on the next day's posting. Questions regarding the dispatch sheet are to be processed with an individual Steward appointed by the Local who will meet with the Manager or designate to review any questions on a weekly basis.

(g) A copy of the daily charter list shall be supplied to the Local Chief Steward or their designate.

(h) Any charter that is given out with less than forty-eight (48) hours notice, and is refused by a driver shall not be considered to be a refusal or a turn.

(i) Overnight Charters

(1) When overnight weekend charters may interfere with a Friday p.m. run, the school bus driver will be allowed the

charter, providing the Company can arrange to cover the p.m. school run.

- (2) Drivers who have an overnight charter assigned will be compensated for the actual driving time for the beginning day. Each second and subsequent day will be paid a minimum of eight (8) hours pay at charter rate each day. The return day shall be at the actual driving time in the a.m., and a minimum of eight (8) hours if the return day is in the p.m., or actual driving time if in excess of eight (8) hours.
- (3) Drivers on overnight charters shall be entitled to an acceptable single room accommodation.

(j) Requests

The company will honour written request for charters wherever possible. When more than one (1) driver is requested for the same piece of work, the most senior school bus driver will get the work.

(k) Charter Cancellations

Any driver not notified of a cancellation prior to reporting to the depot or first pick up will be paid two (2) hours at the charter rate. Where more than one (1) driver picks up a charter, and one (1) or more buses are cancelled, the senior driver will have the first choice to drive the charter or accept the cancellation.

- (i) If charter is cancelled and re-booked, the same driver will get first priority to do it.

(l) Weekend Charters

Weekend Charters are to be considered as any charter that goes from Friday 1:00p.m. to Sunday midnight. If a statutory holiday falls on the Friday or Monday, the times will be extended by twenty-four (24) hours respectively.

(m) Charters and Probationary Drivers

All public, school charters and extra work will be on a rotation basis for drivers that have completed their probationary period, except in the case of no drivers being available or an emergency.

(n) Ski runs will be posted as “blocks of work”.

20.8 Layoffs

In the event of layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled in order of seniority, such that the most senior employee shall be laid off last and recalled first. School bus drivers’ layoffs and recalls will be done by seniority, by classification, by region.

20.9 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 or his/her designate.

20.10 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of the school Christmas Break, the School Spring Break, and the School Summer Vacation. It is further understood that seniority shall continue to accumulate during the period of such layoffs. It is the responsibility of the employee on layoff during the summer vacation period, to notify the Company no later than July 31, of their intention to return to work at the reopening of school following the Summer Break. At that time 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 a “quit”.

20.11 Record of Employment to be issued to all drivers at all layoff periods, i.e., Easter Break, Christmas and Summer. Record of Employment to be used within five (5) working days of the last day worked.

20.12 A spare driver is any driver that is not assigned an a.m. and/or p.m. run.

20.13 School Bus Drivers working in Other Company Locations

- (a) Employees may volunteer to accept work other than their home location for a temporary period time.
- (b) The rate paid will be the charter rate of their home division. Drivers will be paid for eight (8) hours minimum work daily.
- (c) Employees will be required to perform driving work up to the maximum of eight (8) hours.
- (d) When employees use their personal vehicles, they will be compensated for travel at the rate of twenty five (\$0.25) cents per kilometer. Distance will be computed from home to the temporary location and return. If the employee does not use a personal vehicle, he/she will be reimbursed for travel by the most economical carrier.
- (e) Accommodation will be designated by the Company and paid for on submission of receipts. Meals will be paid for in accordance with the home division Collective Agreement.
- (f) At the beginning of the school year, the Company will permit employees to sign up to volunteer to work, should it occur at locations other than the Bowmanville Division. The Company will then assign the duties to the drivers who have signed the list on the basis of seniority. An employee, upon signing the list must recognize that they will be expected to accept the assignment, which in some cases, short advance notice being given.

20.14 Call in Pay

A driver who is at home, and called in to work, will be paid a minimum of two (2) hours at the stand by rate if no work is available. If called as a stand by driver, to do a run you should be paid for both stand by and the run.

20.15 Blue Cross

The Company will supply all drivers who take charters to the U.S. with Blue Cross Outside Canada coverage at Company expense.

ARTICLE 21: HOURS OF WORK

- 21.1 It is understood and agreed that the Route Rates as set out in Schedule “a” compensates the driver for the following;
1. Start-up time
 2. Walk around check
 3. Fuelling
 4. Cleaning the vehicle
 5. Live and deadhead time and mileage
- 21.2 Breakdown time will be paid at the special work rate for all time on duty in excess of the normal school or kindergarten run time.
- 21.3 Drivers will be paid at the special work rate for waiting time at the garage in excess of fifteen (15) minutes.
- 21.4 Big Bus Drivers when they are required to make a list of students for the school board, will be paid at the special work rate of one (1) hour per each part of run Eg. A,B,C,D, equals four (4) runs and four (4) hours of pay.
- 21.5 It is further agreed that the drivers are expected and required to engage in a daily circle check of the vehicle prior to leaving on runs.
- 21.6 As a matter of practice a driver who keeps his/her bus at his /her place of residence is expected to start the bus fifteen (15) minutes before he leaves in order to have its engine warmed up during periods of extreme cold.

ARTICLE 22 - DURATION OF AGREEMENT

The duration of this Agreement shall be from September 1, 2007 up to and including August 31, 2010

DATED at Toronto, Ontario, this ____ day of _____ 2008.

For:

FIRST STUDENT

Walt Bordian, Human Resource

Fred Thompson,

Lianne Landry

For:

**NATIONAL AUTOMOBILE,
AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF
CANADA AND
ITS LOCAL 4268**

Dave Tilley, National Representative

Len Poirier, President, Local 4268

Carol Francis, Chief Steward

Elaine Lenaerts, Steward

Denise Sankey, Bargain Committee

SCHEDULE "A"
HOME TO SCHOOL ROUTES

Route Time Determination:

Route Time in Minutes

| | <u>Sep -07</u> | <u>Sep -08</u> | <u>Sep -09</u> |
|---------|----------------|----------------|----------------|
| 0-105 | \$38.01 | \$39.34 | \$40.52 |
| 106-120 | 38.74 | 40.10 | 41.30 |
| 121-135 | 39.48 | 40.86 | 42.09 |
| 136-150 | 40.41 | 41.62 | 42.87 |
| 151-165 | 40.93 | 42.36 | 43.63 |
| 166-180 | 41.60 | 43.06 | 44.35 |
| 181-195 | 42.32 | 43.80 | 45.11 |
| 196-210 | 43.07 | 44.58 | 45.92 |
| 211-225 | 43.76 | 45.29 | 46.65 |
| 226-240 | 44.50 | 46.05 | 47.44 |
| 241-255 | 45.19 | 46.78 | 48.18 |
| 256-270 | 45.93 | 47.54 | 48.96 |
| 271-285 | 46.64 | 48.28 | 49.72 |
| 286-300 | 47.36 | 49.02 | 50.49 |
| 301-315 | | | |
| 316-330 | | | |
| 331-345 | | | |

SPECIAL WORK RATE

| | |
|----------|---------|
| 1-Sep-07 | \$ 9.25 |
| 1-Sep-08 | 10.00 |
| 1-Sep-09 | 10.25 |

CHARTER RATES

| | |
|----------|---------|
| 1-Sep-07 | \$ 9.50 |
| 1-Sep-08 | 10.25 |
| 1-Sep-09 | 10.50 |

Wheel Chair Premium of \$2.00 per day/run, per charter

The route times are calculated by management by adding the AM time with the PM time plus 30 minutes for fuelling and sweeping. The AM time is calculated by taking the time the driver leaves their first pick up to the time the driver finishes their AM route and returns to their first pick-up (by way of the shortest route). The PM time is calculated by taking the required time to arrive at the school in the PM until completion of the PM route and return to their fist PM school (by way of the shortest route).

Changes to a drivers' route will be reviewed in any case of this affecting the first pick up or the last drop off distances. Concerns by any driver, as a result of a change or disagreement, may be brought to the Company's attention directly or through their Labour Management Representative. A review of the actual time involved will occur, if necessary.

For the purpose of calculating daily E.I. hours for Home to School a.m. & p.m. routes, the following process will be followed:

E.I. hours will be calculated based on: from the first pick-up time to the last drop off time and back to the first pick-up time by the shortest route or from the bus parking location through the route and return to the bus parking location, whichever is greater, plus 30 minutes. The same process to be used for both a.m. and p.m. routes.

In the event of a discrepancy over E.I. hours they may be adjusted up or down in fifteen (15) minute increments.

The information will be gathered annually through the Route Time & Mileage Record. Any unresolved issues will be subject to Article 8 - Grievance & Arbitration, of the Collective Agreement.

SCHEDULE B

Other Rates

Special Work Rate:

| | |
|-----------------------------|----------|
| Upon ratification | \$ 9.25 |
| Effective September 1, 2008 | \$ 10.00 |
| Effective September 1, 2009 | \$ 10.25 |

The Special work rate will apply to the following:

1. Mandatory Safety Meetings.
2. Any driver required to fuel at a yard with of the following conditions will be paid at one hour at the Special Work Rate.:
 - your parking location or your last school served in the AM or first school served in the PM (which ever is closest), has a traveling distance greater that 18 km (most direct route one-way) from the yard.
 - you are required to fuel a minimum of 100 litres twice a week (AM-PM work only) the second visit per week will be paid.
 - (a) Where the Company provides approved off-site fuelling facilities in designated areas this rate will not be granted.
 - (b) Those who meet the qualifications outlined are required to submit a time slip.
3. Drivers who bring in their buses for maintenance will receive a bus promptly (15 minutes) or be paid the Special Work Rate.
4. A driver required to meet at their school for a meeting will receive a flat rate of one (1) hour at the Special Work Rate. There will be no payment for driver misconduct meetings.
5. Breakdown fifteen (15) minutes past the end of your route time. Time will be paid in quarter (1/4) hour of Special Work Rate past the fifteen (15) minutes.

6. Any Driver involved in First Ride Programs that last more than one (1) hour will be paid by the hour.
7. Spring shop, Body shop etc. will be paid Special Work Rate by the hour. Any same day work of this nature will be dispatched most efficiently. Any work with more lead time will be dispatched by the sign-up list. The sign-up will be posted four (4) times per year, the same time as charter sign up. Balancing of assignments shall be done as reasonably as possible, half way through the year. Balancing of the assignment of work will be done on the basis of pieces of work in the above types of work.
8. Collision Involved Driver (“CID”) and the Monthly Labour Management Meeting.

Charter Rate

| | |
|-----------------------------|---------|
| Effective September 1, 2007 | \$ 9.50 |
| Effective September 1, 2008 | 10.25 |
| Effective September 1, 2009 | 10.50 |

Ministry of Transport Medical

The Company shall reimburse an employee against receipt, one hundred percent (100%) of the cost of a required Ministry of Transport Medical to a maximum of ninety dollars (\$90.00) not more often that once every three (3) years. The Company shall reimburse drivers over sixty-five (65) years of age against receipt, one hundred percent (100%) of the cost of a Ministry of Transport medical to a maximum of ninety dollars (\$90.00) not more than once every one (1) year.

Vehicle Fuelling:

Drivers are expected to maintain a half (1/2) tank fuel level. This requirement is especially important in the winter months due to safety and proper vehicle operating requirement.

Vehicle Servicing:

Drivers who bring in their buses for maintenance will receive a bus promptly or be paid the Special Work Rate.

Cover Runs:

If a driver is required to cover another run before or after their AM or PM route, that driver will be paid an amount proportionate to the portion of the route covered. For example, a driver covering fifty percent (50%) of a run will receive an amount equivalent to fifty percent (50%) of the value of that run. Subject to geographic location, every effort will be made to cover runs with regular drivers. If a driver is requested to do another run, giving up their own run, they will be paid the higher rate of the two (2) pieces of work.

Out of Town over night Charters:

Drivers receive payment for the time actually worked in the two way transporting of the charter and will receive the charter rate to a minimum of eight (8) hours for each full day of lay-over involved.

Drivers performing a charter will receive payment for a meal allowance of \$9.50 after the first eight (8) hours, \$4.75 for each additional four (4) hours. For each subsequent day of a charter, a meal allowance of \$19.00 will be paid (not payable on a portion of a day).

Hydro Allowance:**

\$20.00 / month Dec. 15/2007 to March/2008

\$20.00 / month Dec. 15/2008 to March/2009

\$20.00 / month Dec. 15/2009 to March/2010

Power cords are signed out annually as required.

Hydro Allowance will be paid only upon request by the branch to plug in a specific vehicle as verified by signing out a power cord.

**December 15th to March 15th

Drivers who park their bus at home and who are required to plug in, must complete and submit a signed form. Payment is made upon return of power extension cords i.e. returned before end of March, payment made at end of March; if returned in April, payment made at the end of April.

Inclement Weather – Snow Days:

On any working day that the Company does not operate due to inclement weather, and if First Student (Laidlaw Transit Ltd.) received a percentage of payment for that day, employees affected will receive the same percentage of their regular rate of pay. All drivers will be expected to start and clear their bus at least one (1) hour earlier {includes the fifteen (15) minute walk around} on the next operating day. Drivers must be aware that break down or delay on the operating day following a closure can seriously jeopardize customer service.

Route Changes:

You are to advise your Manager should your route increase or decrease in distance traveled or time required. Adjustments, if necessary may then be made to your pay.

Paid Education Leave:

Effective September 1, 2007, the Company will make a \$500.00 lump sum payment to the C.A.W. Paid Education Leave Program @ 205 Placer Court, North York, Ontario, M2H 3H9. Employee Representative will be granted leave without pay to attend education programs with the understanding that only one employee will be granted leave at any given time.

Letter of Understanding ::