

Collective Agreement
Duration:
July 1, 2008 – June 30, 2011

Between

First Student Canada
Amherst, Nova Scotia

And

**United Steelworkers, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union**
Local 3172

13514 (03)

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The Company and the Union agree that the purpose and intent of this Agreement is to establish rates of pay, safe working conditions and other terms and conditions of employment, 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, and to set forth a procedure to be followed by the parties hereto for the expeditious and proper settlement of any dispute which may arise regarding the administration and/or application of the terms of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 a) Classification- means the identification of a position by a reference to a job title listed in Schedule A.
- b) Day- means a regularly scheduled working day unless otherwise stipulated in this Agreement.
- c) Employee- or employees where used is a collective term, that includes all regular and spare Bus Drivers and Mechanics.
- d) Employer- means First Student Canada Amherst Division.
- e) Holiday- means the twenty-four hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- f) Layoff- shall mean a reduction in the total number of employees.
- g) Leave ~~of~~ Absence- means absence from duty with the permission of the Employer without pay.
- h) Notice- means notice in writing which is hand-delivered or delivered by registered mail.
- i) Plural or Feminine Terms-. Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context so requires.
- j) School Year- shall mean the school year as defined by the School Calendar for any academic year.
- k) Local Union- means the United Steel Workers, Local 3172
- l) Union- shall mean the United Steel Workers.

- m) Vacancy- means an opening as determined by the Employer which the Employer requires to be filled.
- n) Steward- shall mean an employee selected or otherwise appointed by the Union to represent employees.
- o) Length of Service (Seniority) - shall mean the length of time in which the employee is employed from the most recent date of hire. Hiring in this instance does not mean recall following layoff.

School Bus Driver Definitions

Regular Drivers are drivers who have regular AM/PM work assignments will be referred to in this agreement as "regular drivers".

Spare Drivers are drivers who do not have a regular AM/PM work assignment but are waiting for an AM/PM run to become available.

Spare drivers shall not have seniority on the regular seniority list but shall have seniority standing amongst spare drivers. When a spare driver is assigned a regular A.M./P.M. run their seniority shall date from the first regular day worked

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the United Steel Workers and its Local 3172 as the sole and exclusive collective Bargaining Agent for the classes of employees as covered by the Certification Order and as listed in Appendix A.
- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 Subject only to any specific provision contained herein, the Company is not in any way limited in the exercise of all the rights, powers, authority and regular and customary functions of Management, and without limiting the generality of the foregoing these rights shall include:
 - (a) Maintain order, discipline and efficiency;

- (b) Hire, discharge, promote, demote, transfer and layoff employees; and the right to suspend or otherwise discipline employees, subject to the right of any employee to lodge a grievance.
- (c) To manage its business in all respects in accordance with its obligations, subject to the provisions of the Agreement;
- (d) Make and alter from time to time rules, regulations and policies which are just and fair and not in conflict with the terms of this agreement. The Company agrees that it shall provide the Union with a copy of those rules, regulations, policies or changes affecting the employees covered by this agreement which are made or altered by the Company from time to time. In addition, when possible, the Company will provide the Union with reasonable advance notice on the establishment of new rules or on amendments to current rules.

ARTICLE 5 • UNION SECURITY

- 5.01 Membership - All employees of the Employer, as a condition of continued employment, shall become and remain members of the Union.
- 5.02 Dues Check-off - The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a pay period basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution and as certified **by** the Union.
- 5.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel Workers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office at 236 St. George St., Suite 318, Moncton, NB E1C 1W1
- 5.04 The remittance and the R-115 form shall be accompanied **by** a statement containing the following information:
 - a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;

- c) This information shall be sent to both Union addresses identified in article 5.04 in such form as shall be directed by the Union to the Employer.
- 5.05 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 5.06 The Employer agrees to acquaint new employees with the fact that a Union Agreement **is** in effect and provide the employee with a copy of the Collective Agreement.
- 5.07 The Company will make every effort to fully comply with this article and will co-operate with the Union to this end in the event that the Company's Payroll Service provider has difficulty with compliance.

ARTICLE 6 – UNION COMMITTEE AND STEWARD

- 6.0 Employees who occupy elected or appointed positions with the Union recognize they have regular duties to perform for the Employer. These employees **will** not absent themselves from their regular duties in order to deal with grievances or other Union business without the consent of the Employer.
- 6.1 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a Grievance Committee and Company undertakes to recognize and deal with both of these committees. The Company will recognize three (3) stewards.
- 6.2 The Company and the Union agree that a Labour-Management Committee be established and scheduled for monthly meetings, when necessary, for the purpose of discussing matters of mutual concern. Meetings between the employer and the Union Committee shall be held at times mutually agreeable to both Parties; not during drivers' normal 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. A copy of these minutes shall be posted in the drivers' room.
- 6.3 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 Collective Agreement.
- 6.4 The Union shall notify the employer in writing of the names of its officers, Stewards and the Union Committees dealing with the Company.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer's designated representative and the Union.
- 7.02 Employees shall keep the office informed of their current address and telephone number and will provide these to the Union upon request.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01

- (a) A grievance shall be defined as a dispute concerning the interpretation, application, or alleged violation of this Agreement.
- (b) When a grievance is lodged, the nature of the grievance, the article(s) alleged to be violated and the redress sought shall be stated.
- (c) Every effort will be made to settle a workers complaints prior to a grievance being filed and will be dealt with between the employee and the Branch Manager. The employee may have a steward with him if requested.

8.02

Union Grievance
Where a dispute arises involving work-related dissatisfaction of more than one employee, or of the Employer to work-related dissatisfactions of more than one employee, either the Union or the Employer may initiate a Union grievance and the said grievance will commence at Step 2.

8.03

Personal Grievance
Any employee may submit a grievance with the assistance of a Union Representative on all issues of this Agreement, save and except those Articles which are the prerogative of the Union; and if the said employee is one on a probationary contract, then the termination or dismissal for reasons of unsuitability or incompetence is not grievable

8.04 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 Branch Manager within five (5) working days after the occurrence of the matter complained of and the Manager shall answer the grievance presented to him, 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 is not settled the Local Chairperson and/or his representative may, within five (5) working days after receiving a written decision of the Branch Manager or his nominee present the grievance to the Director of Human Resources of the Company or his nominee. Following the presentation of the grievance at this Step there shall be arranged a meeting between Management and the Grievance Committee (consisting of a maximum of three (3) members including the Staff Representative) which meeting will take place in five (5) working days after the grievance has been presented to the Director of Human Resources or his nominee.

- 8.05 In the event that the matter has not been settled in accordance with the procedure set out above, the Company or the Union may within ten (10) working days of the Step 2 grievance meeting request the assistance of a Grievance Mediation Officer to help seek resolution prior to arbitration.
- 8.06 In the case of dismissals and suspension pending dismissal, the grievance may be submitted in the first instance at Step 2 of clause 8.04.
- 8.07 **Technical Objections to Grievance - No** grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error. The omission of a Step in the grievance procedure not agreed to **by** the parties must be corrected at the request of either party in order for the grievance to proceed.
- 8.08 **Grievor Assistance -** Employees shall have the right at any time to have the assistance of a Representative of the Union on all matters relating to Employer / Employee relationships. Union Representative(s) shall seek the permission of the Employer prior to entering the Employers premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work.
- 8.09 **Layoff/Recall** Grievances - Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedures, Article 8.04.
- 8.10 **Facilities for Grievance Meetings -**The Employer shall supply the necessary facilities for the grievance meetings.
- 8.11 **Mutually Agreed Changes -** Any mutually agreed changes to this Collective Agreement made in accordance with Article 3.02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.
- 8.12 **Names of Stewards -** The Union shall notify the Employer, in writing, of the name of the Shop Steward and alternate before the Employer shall be required to recognize them.

- 8.13 Union Grievance Committee - The Union shall notify the Employer in writing of the names of the two (2) persons who shall form the Grievance Committee.
- 8.14 The union elected or appointed representatives 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.
- 8.15 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 cooperate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.
- 8.16 The Union will advise the Company in writing when a grievance is dropped.
- 8.17 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and Union.

ARTICLE 9 –ARBITRATION

- 9.1 In the event that the matter has not been settled with the Grievance Mediation Office, either party shall within ten (10) working days of this meeting notify the other party in writing of their intent to proceed to arbitration.
- 9.2 The party referring the matter to arbitration shall suggest the name of a person to act as a sole arbitrator. Within fifteen (15) working days thereafter, the other party shall agree or submit an alternative arbitrator. All correspondence between the parties shall be in writing by registered mail.
- 9.3 If the parties cannot agree on the appointment of a sole arbitrator, the Federal Minister of Labour shall be requested to appoint an arbitrator.
- 9.4 The parties agree to equally bear the expense of the arbitrator in rendering a decision.
- 9.5 The arbitrator shall render his/her decision on the grievance, in writing, as soon as possible following the hearing.
- 9.6 The decision of the arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The arbitrator shall not have the power to change this agreement or alter, modify or amend any of its provisions.

However, the arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

- 9.7 No matter shall be submitted to an arbitrator that has not been properly carried through the previous steps of the grievance procedure in accordance with this agreement.

ARTICLE 10 –SENIORITY

10.1 a) Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining layoffs relating to permanent reduction of the work force and recall. Seniority shall operate based on an employee's classification from their most recent date of hiring into a bargaining unit position. When two (2) or more employees commence work on the same day, they shall be shown on the seniority list by date of application. There shall be two (2) seniority lists, one for the regular drivers and one for the spare drivers.

b) Spare drivers will be assigned work to replace regular drivers by geographic area (identical to Article 12.1 (a) on a rotational basis. An assignment is defined as the total time needed to replace the regular driver's absence from work. Each geographical spare driver list will be in order of seniority.

10.2 In the event of a permanent layoff or recall to work following a permanent layoff, probationary employees by classification affected shall be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and classification and by region and shall be recalled in inverse order of seniority and classification and region, such that the most senior employee by job classification and region shall be laid off last and recalled first. If the driver affected can do a route in another region with no cost or expense to the Company, seniority will prevail over region.

10.3 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.

10.4 Job Postings

(a) For permanent vacancies and or temporary jobs, the Company will Post such positions for a period of (5) working days. The company will also ensure that employees are made aware of any available work. The notice shall detail the requirements of the position, the qualifications required, and the duration. The Company will award the position to the senior applicant who meets the requirements.

(b) Employees may submit their resume for any job that they believe

themselves qualified to perform at any time prior to the completion of the application period.

(c) The name of the successful applicant will be communicated to the Union.

10.5 A newly hired employee shall be on probation for a period of ninety (90) days worked. After completion of the probationary period, seniority shall be effective from the original date first worked.

10.6 For the purpose of storing buses where the driver resides the following will apply:

- a) Local by-laws must be met
- b) Storage shall be at no charge to the company
- c) Access and use of hydro plug-in facilities must be available and used in periods of cold weather.
- d) The vehicle must be secure and instances of vandalism shall result in the vehicle being stored at another location approved by the company.
- e) The driver must arrive at the bus at least fifteen (15) minutes prior to the beginning of the run.
- f) Fuel facilities suitable to the company must be in a location so that dead head is minimized.
- g) Regular and other scheduled maintenance requirements must be met when required or scheduled by the company.

The Parties recognize the Company shall be entitled to use its sole discretion in determining whether permission is granted or revoked for any employee to keep the vehicle assigned to their residence.

10.7 The following shall result in loss of seniority and termination of employment for an employee:

- a) He/she is discharged and not reinstated;
- b) The employee voluntarily quits;
- c) Failure to return to work within five (5) working days following a layoff (not including school breaks) and after being notified by registered mail to do so;
- d) Failure to return to work and/or notify the Company on the first day scheduled back to work following the regular school breaks. It shall be the responsibility of the employee to keep the Company informed of his current address;
- e) Failure to return to work following a leave of absence or other authorized leave or if the employee fails to comply with the terms of a leave of absence granted;
- f) He is absent from work in excess of two (2) consecutive working days without providing notification or reasons satisfactory to the Company;

- 9) Is laid off other than for normal school breaks, for a consecutive period equal to the eighteen (18) months;
- 10.8 The Company shall provide a seniority list to the Union upon request and to all employees at start up in August upon request.
- 10.9 a) 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. These periods of lay off are not considered permanent and shall not result in the application of seniority as set out. It is further understood that seniority shall continue to accumulate during the period of such layoffs. The Company shall survey the employees of their intention to return prior to summer layoff. It is the responsibility of the employee on layoff during the summer vacation period, to notify the Company of his intention to return within two (2) months in advance of the commencement of the reopening of school, following the Summer break. 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".
- b) Employment Insurance Record of Employment to be issued to all employees for all layoff periods. The Parties to this agreement recognize that the Employer must comply with Employment Insurance requirements as may be amended from time to time.
- c) Provided the Employer receives adequate response to cover available work in the period of layoff, employees not required for available work will have their Record of Employment indicate layoff due to shortage of work.

10.10 School Run Assignment

The Company shall assign runs to drivers who in the previous year performed the run. When a route is deemed by the Company to be vacant, the Company in assigning the driver to the vacant route shall consider:

- a) The geographic location considered the most suitable for the efficient operation of the bus on the route in relation to the place of residence or approved parking location in relation to the starting or finishing point of the run.
- b) The location of the school to be served.
- c) The known driver preference.

When all aspects of a) and b) are equal, and two or more employees are affected, the senior employee shall be assigned the vacant run.

School runs coming open after the commencement of the school year shall be assigned to the senior driver within the geographic who has requested a change. The run vacated by the senior driver who has accepted the open run shall be assigned to the senior spare driver within that geographical area.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Bus drivers who work their scheduled runs for a day will be paid at the regular rate of pay for a minimum of four (4) hours with the following exceptions:

Route:	
103	5 hours
106	5 hours
105	5 hours
303	5.5 hours

The exceptions will be paid as listed above unless they are altered during the term of the agreement.

The Company agrees to re-evaluate the above hours if it is clear that the run is continually above or below the normal hours.

Employees who work half a day will receive one half (1/2) of the minimum required for the run or actual time spent, whichever is greater.

11.02 Mechanics will be paid time and one half for all hours worked in excess of forty (40) hours in a week.

11.03 Drivers who are unable to perform their routes due to school closures other than for Christmas break, March break, Summer break or statutory holidays will be paid their normal hours of work if the Company is paid for such closures by the School Board.

11.04 The Employer agrees not to contract out bargaining unit work for the term of this Collective Agreement except in an emergency when equipment or manpower is not immediately available.

ARTICLE 12 - CHARTERS

12.1 a) There shall be nine (9) geographical areas as follows:

Amherst
Springhill
Parrsboro
Wentworth
Northport

Oxford
River Herbert
Pugwash
Wallace

- b) Each area shall establish a list and work shall be assigned by rotation starting with the senior regular driver and proceeding through the regular drivers and then starting with the senior spare driver to the end of the list of drivers in the geographic area.
- c) Charter sign-up lists will be posted for seven (7) working days on September 15th and January 15th.
- d) Charters shall be offered as they are booked to the person at the top of the appropriate list;
- e) If the employee accepts the Charter or refuses the Charter, his/her name will go to the bottom of the list and the next Charter will be offered to the person at the top of the list.
- f) If there are no available drivers on the list to perform the Charter, the Company shall assign the work to such other qualified personnel.

12.2 Charters will be paid at the charter rate of pay from the time the driver leaves for pickup until the driver returns to the point of origin, except for overnight charters.

Overnight charters will be paid at the charter rate for the amount of time a driver is required to be on duty.

The minimum time paid for a charter will be two (2) hours.

Meals will be reimbursed at their cost price upon presentation of receipt to the maximum amounts listed below. Employees will be given an advance for meals if requested.

Charters of 5 hours or more – See Schedule 'A'

Charters of 8 hours or more - See Schedule 'A'

Charters of 12 hours or more • See Schedule 'A'

ARTICLE 13 – VACATION PAY

- 13.1 Employees who have maintained an employment relationship with the Company of less than five (5) years, shall receive for vacation pay on every pay cheque an amount equal to four (4%) percent of earnings received.
- 13.2 Employees who have maintained an employment relationship with the Company of more than five (5) years will receive for vacation pay on every pay cheque an amount equal to six (6%) percent of their previous years earnings.
- 13.3 **An** employee who has maintained an employment relationship with the Company of more than ten (10) years will receive for vacation pay on every pay cheque an amount equal to eight (8%) percent of their previous years earnings.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14.01 a) Employees are entitled and shall be granted in the event of the death of his/her immediate family, bereavement leave not exceeding three (3) working days.

Immediate family includes:

Mother, father, brother, sister, child, spouse, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any relative who resides permanently in the employee's household or with whom the employee permanently resides.

- 14.02 When extensive travel is involved or where extraordinary circumstances prevail, the Employer may extend the leave without pay.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 Employees who qualify in accordance with the relevant provisions of the Canada Labour Code shall be entitled to receive the following holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

Boxing Day

15.02 In order to qualify for the specified holidays, an employee:

- a) must have been in the service of the Company and available for duty for at least thirty (30) calendar days
- b) has worked fifteen (15) out of the previous thirty (30) days immediately preceding the holiday

15.03 Statutory holidays worked will be paid as per the Canada Labour Code.

ARTICLE 16 - MATERNITY LEAVE

16.01 The Company shall grant (without pay) maternity leave, paternity leave and adoption leave to any employee who qualifies for the leave as per the provisions of the Canada Labour Code.

ARTICLE 17 – SPECIAL LEAVE WITHOUT PAY

17.01 With the prior approval of the Employer, special leave without pay may be granted in exceptional circumstances to an employee. In an effort to expedite the replacement driver the employee needing the leave may suggest a possible replacement before requesting the leave.

ARTICLE 18 – LEAVE OF ABSENCE WITH PAY

18.01 An employee required to attend court as a subpoenaed Crown witness or required to report for jury duty will suffer no loss of pay provided he turns over any and all monies paid to him and reports for work when not required to be in court.

18.02 Time spent by an employee required to serve as a witness in any matter arising out of his/her employment shall be paid for time spent and legitimate travel expenses from their home.

18.03 Employees who have successfully completed their probationary period will be eligible for one (1) day of paid sick leave annually such leave to be taken during the regular school year. Employees are requested to provide as much advance notice as possible when taking sick leave.

ARTICLE 19: GENERAL

19.01 In the case of emergencies, non-union personnel may perform necessary work. The company will notify the union.

19.02 It is a condition of employment for a driver that he/she hold the necessary drivers license to perform his/her normal duties. The

inability to maintain the required driver's license will result in termination. It is the driver's responsibility to advise the Company in writing of any change in the status of his/her license. "Any change" is to include any loss of demerit points. An employee who has a temporary suspension for up to ninety (90) calendar days shall be treated as being laid off and will be recalled when driving privileges have been reinstated.

19.03 Record of Employment

An employee dismissed or leaving the service with due notice, shall be given the usual record of employment for Employment Insurance and will be paid any outstanding wages as soon as possible.

ARTICLE 20 – DISCHARGE, SUSPENSIONS AND DISCIPLINE

20.01 An employee who receives written notification from the Employer regarding any dissatisfaction concerning his/her work has the right to reply in writing to such notification of dissatisfaction. Both the Employer's notification of dissatisfaction and the employee's reply to such expression of dissatisfaction shall become part of the employee's personnel record. No employee will be disciplined without a Union representative present.

20.02 An employee may make an appointment with his/her manager to view his/her file. The employee may be accompanied by a representative of the Union if the employee so desires.

20.03 When an employee who has completed his/her probationary period is discharged or suspended, such employee shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

20.04 Employees who have three (3) at fault vehicle accidents in any twenty-four (24) month period may be dismissed from service. In the instance of any question of fault, it will be adjudicated in accordance with the Company's normal practice as set out in the Focus on Safety Handbook or the grievance procedure.

20.05 The employees agree to abide by the driving rules as laid down by the Company. These rules will be in conformity with the Nova Scotia Highway Traffic Act, or other statutes covering the Company's operation. The Company has the right to amend any such rules in accordance with clause 4.1 (d).

20.06 It is understood that there is a specific obligation on the part of employees 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 on the same day of the accident.

20.07 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 is to operate, it shall be the mechanic's responsibility to correct the defects involved.

- 20.08 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he/she leaves, in order to ensure the vehicle starts and to have its engine warmed up during periods of extreme cold.
- 20.09 It is further agreed that the drivers are expected and required to engage in a daily circle check of their vehicle prior to leaving on runs.
- 20.10 No employee will operate any Company vehicle or report to work under the influence of alcohol, any illegal substance or drug that could affect their ability to safely perform their duties. Employees in violation of this rule will be subject to immediate suspension and an investigation, which could result in disciplinary action up to and including dismissal.

No employee will report to work under the influence of any drug that may affect their ability to safely perform their duties, unless the prescribing doctor/pharmacist has deemed it safe to do so.

The Parties agree that an employee may be removed from service, without pay, until the matter is investigated. If the employee is found to be in violation of the rules, disciplinary action may be taken including loss of pay for the period spent as removed from service. The employee is required to fully co-operate with the Company in its' investigation.

If the employee is found not to be in violation of the rules, the employee will be reimbursed for loss of pay.

- 20.11 When the nature of the alleged offence is one in which dismissal is contemplated, an employee may be held out of service without pay for investigation of any charge against him. If the employee is found not to be in violation of the rules, the employee will be reimbursed for loss of pay.
- 20.12 Any discipline received by an employee will be removed from his personal record after 24 months.

ARTICLE 21 - LAYOFF AND RECALL

- 21.01 Layoffs due to lack of work shall be by seniority with the employee with the least bargaining unit seniority being laid off first. No new employee will be hired when there is an employee on layoff who is able to perform the job.
- 21.02 Recall following layoff will be in reverse order of seniority.

21.03 **Grievances Concerning Layoffs and Recalls** - Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 The Employer shall pay salaries and wages bi-weekly in accordance to Schedule "A" attached hereto.

ARTICLE 23 - SAFETY AND HEALTH

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

23.02 The Parties recognize and encourage the role that both employees and management can play in enhancing the safe operating conditions of the Branch. To help accomplish this, a Health and Safety Committee will be created and function in accordance with the relevant provisions of the Canada Labour Code, Part II. This Joint Safety Committee will be composed in accordance with the provisions of the Canada Labour Code, Part II, but in no case shall it consist of more management representatives than employee representatives.

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 and any other duties and responsibilities prescribed by the Canada Labour Code, Part II.

The Committee shall meet regularly for the purpose of discussing and resolving health and safety issues as they arise. The committee will also review any accidents to make recommendations for future prevention.

23.03 An employee who is injured during the performance of his duties as a result of an accident and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day at his/her regular rate of pay.

23.04 The Company will post the dates of a minimum of five (5) scheduled safety meetings at the beginning of the school year. For any additional safety meetings, a minimum of two (2) weeks notice will be provided to employees. If less than two (2) weeks notice is provided, then the Employee Safety Recognition program would not be affected.

ARTICLE 24 - NO STRIKE OR LOCKOUT

24.01 The Union and employees agree that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement. Strike and lockout are as defined in accordance with the Canada Labour Code.

The Union recognizes that the Company has an obligation to follow the instructions of its clients and that it has an obligation to protect its business, service its clients and protect the Health and Safety of its employees.

ARTICLE 25 – AMENDMENT BY MUTUAL CONSENT

25.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the Duration of Agreement, may be amended by mutual consent of the Employer and the Union.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 Except as otherwise provided, this Agreement shall be effective from July 1, 2008 and shall remain in full force and effect up to and including June 30, 2011.

26.02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

Notwithstanding the above, the parties shall retain their legal right to lockout or strike in accordance with the Canada Labour Code.

26.03 Either party to this Agreement may, within one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the party who is served notice is required to contact the other party within thirty (30) calendar days to set mutually acceptable dates.

SCHEDULE "A"

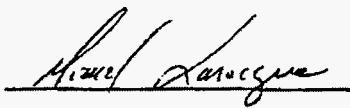
Amherst LES and Steelworkers # 3172					
Rates	Current	Year 1 July 1/08	Year 2 July 1/09	Year 3 July 1/10	
Drivers Salary	\$14.00	\$14.49 3.5%	\$15.00 3.5%	\$15.75 5.0%	
Charters	\$10.93	\$11.31 3.5%	\$11.71 3.5%	\$12.30 5.0%	
Non-Revenue	\$8.82	\$9.13 3.5%	\$9.45 3.5%	\$9.92 5.0%	
Mechanic	\$17.65	\$18.27 3.5%	\$18.91 3.5%	\$19.86 5.0%	
Licenced Mechanic <i>Truck and Transp.</i>	\$ 18.25	\$18.89 3.5%	\$19.55 3.5%	\$20.53 5.0%	
Hydro <i>Pd. / mo. Dec.-Mar.</i>	\$ 92.00 per year	\$95.22 per year	\$98.55 per year	\$103.48 per year	
Meal Allowance	\$7.75 \$15.50 \$ 23.25	\$7.90 \$15.80 \$23.70	\$8.05 \$16.10 \$24.15	\$8.20 \$16.40 \$24.60	
Paid Holiday	9 Days	9 Days	9 Days	9 Days	

- Employee Assistance Benefit Program will be provided to all active employees who have successfully completed their probationary period and at no **cost** to the employee effective February 1, 2006.

Signed this ___ day of ___ 2008, in the city of _____

For the Company:

For the Union:



Michel Larocque, General Manager
Laidlaw Education Services



Lawrence McKay, USWA Local 6551
United Steelworkers of America