

# COLLECTIVE AGREEMENT

between:

FIRST STUDENT ULC  
Carrying on Business  
As FIRST STUDENT CANADA  
(Chatham, Ontario)

- and -



Unifor and ITS LOCAL 127

Representing the employees recognized by this Agreement

**September 1, 2022 to August 31, 2025**

13559-08

This agreement made this 18th day of November 2022.

Between:

FIRST STUDENT CANADA  
(CHATHAM, ONTARIO)

(hereinafter called the “Employer”)

OF THE FIRST PART

- and -

Unifor and ITS LOCAL 127

(hereinafter called the “UNION”)

OF THE SECOND PART

## TABLE OF CONTENTS

ARTICLE 1: PREAMBLE AND PURPOSE.....	5
ARTICLE 2: EFFECTIVE PERIOD.....	5
ARTICLE 3: RECOGNITION.....	5
ARTICLE 4: UNION SECURITY .....	6
ARTICLE 5: MANAGEMENT RIGHTS .....	8
ARTICLE 6: NO STRIKES OR LOCKOUTS .....	9
ARTICLE 7: UNION REPRESENTATION.....	9
ARTICLE 8: GRIEVANCE AND ARBITRATION .....	11
ARTICLE 9: RULES AND REGULATIONS .....	14
ARTICLE 10: SENIORITY.....	14
ARTICLE 11: HEALTH & SAFETY.....	17
ARTICLE 12: CHARTER WORK.....	19
ARTICLE 13: JOB POSTINGS – SCHOOL ROUTES.....	22
ARTICLE 14: COMPANY FUEL CARDS .....	25
ARTICLE 15: VEHICLES AND EQUIPMENT.....	25
ARTICLE 16: LEAVE OF ABSENCE – FOR PERSONAL REASONS .....	26
ARTICLE 17: LEAVE OF ABSENCE – UNION BUSINESS & EDUCATIONAL .....	27
ARTICLE 18: BEREAVEMENT LEAVE.....	28
ARTICLE 19: MATERNITY LEAVE .....	28
ARTICLE 20: PAID HOLIDAYS.....	29
ARTICLE 21: VACATION PAY.....	30
ARTICLE 22: INCLEMENT WEATHER.....	30
ARTICLE 23: JURY DUTY .....	30
ARTICLE 24: EMPLOYEE BENEFITS .....	30
ARTICLE 25: WORKPLACE HARASSMENT .....	31
ARTICLE 26: FARM BUS.....	34
ARTICLE 27: WOMEN’S ADVOCATE .....	34
GENERAL ITEMS: .....	35
1. BULLETIN BOARDS .....	35
2. LEGAL ASSISTANCE .....	35
3. TIME ALLOWANCE .....	35
4. PAID EDUCATION LEAVE (P.E.L.) FUND .....	36

5. CAMERAS IN BUSES.....	36
6. CHANGES IN ROUTE .....	36
7. ERRORS IN PAY .....	36
8. TRAINING .....	36
9. RE: LETTERS & SCHEDULES.....	37
10. RE: STAT SHEETS.....	37
11. RE: VIOLENCE AGAINST WOMEN/MEN .....	37
12. WHEN CALLED TO THE OFFICE .....	38
13. SWIPE CARDS .....	38
14. EMPLOYEE & FAMILY ASSISTANCE PROGRAM REPRESENTATIVE .....	38
15. CLEANING SUPPLIES .....	38
16. INTERIOR CLEANING DURING SUMMER.....	38
LETTERS OF UNDERSTANDING .....	39
With respect to bonuses:.....	39
Attendance: .....	39
Vandalism: .....	39
Preventable Accidents:.....	39
In Regards to Student Lists: .....	40
Technology and Discipline .....	40
SCHEDULE 'A' – ROUTE RATES .....	42

## **ARTICLE 1: PREAMBLE AND PURPOSE**

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

## **ARTICLE 2: EFFECTIVE PERIOD**

- 2.1 This Agreement shall supersede all such previous Agreements. Except for error, inadvertence or omissions, it shall form the basis of computing salaries and other conditions defined herein. Amendments to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement.
- 2.2 The parties herein agree that the term of the collective agreement shall be from September 1, 2022 to August 31, 2025
- 2.3 Any extension of the period as defined in 2.2 above shall only be by mutual consent of the Parties of the Agreement.

## **ARTICLE 3: RECOGNITION**

- 3.1 The Company recognizes Unifor and its Local 127 as the sole and exclusive bargaining agent for all school bus drivers and monitors employed by First Canada ULC, carrying on business as First Student Canada, working at or out of its Chatham-Kent Branch located at 100 Currie Street, Chatham, Ontario excluding transit drivers, washers, mechanics, body shop employees, foremen, managers, those above the rank of manager, office, sales and maintenance staff and full-time safety officers. Part-time bargaining unit driver trainers shall only train, but not evaluate other bargaining unit employees.
- 3.2 The word “employee(s)” in this Agreement shall mean the employee(s) for whom the Union is the bargaining agent as set out in Article 3.1.
- 3.3 The employer agrees that it will not enter into any other agreements with

employees, either individually or collectively which will conflict with any of the provisions of this collective agreement.

- 3.4 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as set out in Article 3.1.
- 3.5 Supervisors and persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in case of emergency.
- 3.6 Provide compensation for the administrative work now performed in Wallaceburg and Tilbury.
- 3.7 The parties agree that if the municipal address at which the Chatham-Kent Branch is located changes within Chatham Kent during the term of operation of this collective agreement, the bargaining rights of the Union shall be unaffected by such a relocation and the collective agreement shall continue to be binding on the Union, the Employer and employees despite the relocation.

#### **ARTICLE 4: UNION SECURITY**

- 4.1 The Company shall deduct on the payroll on a monthly basis an amount in accordance with the bylaws and constitution of Unifor and its Local 127 from wages due and payable to each employee coming within the scope of the Collective Agreement, subject to the conditions and exceptions set forth hereunder.
- 4.2 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 to a change in the amount of regular dues of the Union in accordance with its constitutional or bylaw provisions. The provisions of this clause shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 4.3 All employees covered by this agreement must be members of Unifor and its Local 127 and they must remain members of the Union in good standing as a condition of continued employment. It is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or terminated the employee's membership are valid to the Company.

- 4.4 If the wages of an employee payable on the payroll in any pay period are insufficient to permit the deductions of the full amount of the dues, the Company shall make no such deduction from the wages of such employee in such pay period. The amount of dues in arrears shall be deducted the following pay period.
- 4.5 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union as may be mutually agreed by the Company and the Union not later than the fifteenth (15<sup>th</sup>) of the month following the date in which the deductions are made. All dues deductions will be included on employees T-4 slips.
- 4.6 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.
- 4.7 New Employees – Employees engaged to fill positions within the scope of this 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 Union with the name, classification and seniority date of all employees at the labour management meetings.
- 4.8 On commencing employment, the employee's immediate supervisor shall provide the new employee with the telephone numbers of their Union representatives. The Chairperson will provide the new employee with a copy of the Collective Agreement. The Company shall always make available a sufficient number of copies to satisfy the Chairperson's request.
- 4.9 Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Company to deduct initiation fees and monthly Union dues, as a condition of their continued employment with the Company. This clause is subject to mutual agreement between the Union and the Company as to continued employment. The Company will provide the Union with the employee's address, including postal codes and phone number on a quarterly basis.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.1 The Union recognizes the right of the employer, subject to any provisions of this Agreement expressly governing such rights, to hire, direct, classify, transfer, promote, demote, lay-off and to:
- a) Discipline or suspend, or discharge for just and sufficient cause, any employee who has completed the probation period; and
  - b) Discipline, suspend or discharge any probationary employee for any reason satisfactory to the Employer, provided the Employer does not act in bad faith or in an arbitrary or discriminatory manner.
- 5.2 The Union recognizes the right of the Employer to manage the operation and to make, enforce and amend, from time to time, rules and regulations to be observed by the employees. Such rules and regulations shall be made available to employees.
- 5.3 Publication of these rules and regulations does not mean or imply any limitation on the employer to add to, delete from, or amend any of the existing rules and regulations.
- 5.4 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the provisions of this Agreement and recognizes the right of the Union and or the employees to the grievance procedure hereinafter provided.
- 5.5 The Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. At any such hearing, an employee shall be represented by a representative of the Union.
- 5.6 Letters of reprimand, adverse reports, verbal or written disciplinary warnings, disciplinary suspension or driving offences shall remain in an employee's file. Only those items within a 12 month period may be used for progressive discipline. The exception to this article is preventable accidents which shall remain at the twenty-four (24) month period.

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 when determining what, if any, action to take resulting from the complaint. The Company will verify and investigate the complaint to the best of their ability. The Chairperson or their designate shall be present at all interviews with complainants when a complaint regarding a driver is being investigated.



- 5.7 The Chairperson and/or Vice-Chairperson of the Union and the Branch Location Manager, or their designate, of First Student Canada, will sign all letters of understanding.
- 5.8 The Company and the Union agree that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership in the Union or any labour organization, or by reason of any activity in the Union or any labour organization.
- 5.9 Any employee may request in writing to their manager to review their own file. The manager, who shall be present at the time of such review, shall accommodate such request. An employee's response to a complaint, accusation or expression of dissatisfaction shall become part of their record.

## **ARTICLE 6: NO STRIKES 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 a) The Employer acknowledges that it may be dangerous for a driver and passenger to cross picket lines. The driver maintains the right to refuse which may endanger their or others health and safety.
- b) The Employer agrees if the performance of its obligations will endanger the driver, vehicle, and/or passengers by crossing a picket line, that the driver will be instructed not to cross picket lines or strike lines that may involve the members of the Union covered by this collective agreement.

## **ARTICLE 7: UNION REPRESENTATION**

- 7.1 The Company recognizes the right of the Union to appoint or otherwise select both a committee and the Company undertakes to recognize and deal with this committee for the purpose of grievances, negotiations and labour management meetings. The Company will recognize four (4) for negotiating and three (3) for labour management committee and three (3) for the grievance committee. The National Representative and or the Local President may attend any meetings between the Company and the Committee. Four (4) committee persons, the Chairperson, Vice-Chairperson (Chatham seniority group), Vice-Chairperson (Tilbury seniority group) and Vice-Chairperson (Wallaceburg seniority group) shall be the last persons laid off and the first persons recalled in the event of any

layoff.

- 7.2 The Company and the Union agree that a labour management co-operative committee will schedule monthly meetings 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, during working hours. The employer agrees to pay for lost time spent by Union committee members at meetings with the employer over grievances and matters arising out of the collective agreement including labour management meetings and negotiation meetings but not including conciliation or arbitration. Committee members will be paid a waiting time rate for actual time spent in grievance meetings, negotiations or labour management meetings.

- 7.3 The Parties agree that management and the committee members in the employ of the Company have a special obligation to uphold the terms of this Agreement.

The Union and its members shall not, during the hours of employment, conduct Union activities, except by the employer's permission, and such permission shall not be unreasonably withheld.

- 7.4 In the cases of grievance it is understood and agreed that no more than two (2) members of the committee shall be entitled to meet with the Company at any one (1) time. The National Representative and or President of the Local will be entitled to attend any meetings between the committee and the Company.

One (1) of the committee members shall be the Union official concerned with the grievance.

In the case of an interview involving or contemplating the discipline of an employee, the employee shall be accompanied by the Chairperson or Vice Chairperson or designate of the Union. It is the Company's responsibility to inform the employee of their right to have a Union representative of their choice attend the meeting with the employee.

- 7.5 The Union shall notify the Company in writing of the names of its officers and the Union committees dealing with the Company.

- 7.6 The committee has 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, and such consent shall not be unreasonably withheld.

## 7.7 NEW ORIENTATION

The Employer agrees to permit a Union Committee person to meet with each new employee during the first week of their employment on Company premises for the purpose of advising such employee as to the provisions of this Collective Agreement, it being understood that such meeting shall not interfere with the regular operations of the Employer nor shall it be considered “paid time”

## **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 the members of the Union’s grievance committee in order to investigate and participate in grievance matters may spend a reasonable amount of time and the Union agrees that the members of its committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company’s operations. The Company agrees that it shall not prevent the committee from properly fulfilling its obligations to investigate and settle grievances.

8.2 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels they have been unjustly dealt with, the following procedure shall be followed:

Step 1: The grievance shall be in writing, copy of which shall be given to the Branch Supervisor and to the employee’s representative. The grievance must be presented to the Branch Supervisor within fifteen (15) calendar days after the occurrence of the matter complained of and the Branch Supervisor shall answer the grievance presented to them in writing within five (5) working days after they have received it. The grievance must be in a legible form and signed by the employee.

Step 2: If the matter has not been settled, the Union representative of the employee involved may, within five (5) working days after receiving the written answer from the Branch Supervisor, present the grievance in writing to the Location Manager or their nominee, who shall render their decision in writing within five (5) working days after receiving it.

Step 3: If the matter is not settled, the Chairperson and/or their representative may present the grievance to the Area General Manager or their nominee within ten (10) working days after receiving a written decision

of the Location Manager or their nominee. Following the presentation of the grievance at this Step there shall be a meeting arranged between management, the grievance committee (consisting of two (2) members only) and the employee that will take place ten (10) working days after the grievance has been presented to the Area General Manager or their nominee. The Area General Manager shall give a written response to the grievance within five (5) working days of the meeting.

Step 4: If the matter is not settled, the Chairperson and/or their representative may present the grievance to the Director of Labour Relations or their nominee within ten (10) working days after receiving a written decision of the Area General Manager or their nominee. Following the presentation of the grievance at this Step there shall be a meeting arranged between management, the grievance committee (consisting of two (2) members only) and the employee that will take place ten (10) working days after the grievance has been presented to the Director of Labour Relations or their nominee. The Director of Labour Relations shall give a written response to the grievance within five (5) working days of the meeting.

Upon mutual consent, a Federal Mediator may be requested to resolve grievances after Step 4 and prior to arbitration.

- 8.3 a) Failing a satisfactory settlement at Step 4 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the Director of Labour Relations' response.
- b) A notice of intent to arbitrate, with a sole arbitrator, shall contain a list of five (5) arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list or submit a list of five (5) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from the list within ten (10) working days, either party may request the Minister of Labour to name an Arbitrator.
- 8.4 Except as otherwise provided in this Agreement the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions. In the case of discipline or discharge the Arbitrator shall have the right to adjust or set aside any penalty if they feel it is just and equitable to do so. The Arbitrator shall have the authority

to extend the time limits in the grievance/ arbitration procedure if they feel it is just and equitable to do so.

- 8.5 The fees and expenses of the arbitrator shall be divided equally between the Company and the Union.
- 8.6 In cases of terminated employees only, in the event that the matter still has not been settled, either party may within fifteen (15) days of the step 3 or mediation meeting, present the matter for binding arbitration. The decision rendered by the arbitrator will be binding on both parties and will be considered to be the final resolution of the complaint.
- 8.7 No matter shall be submitted to arbitration that 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 this Agreement, such grievance must be presented in writing within five (5) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Chairperson or their designate submitting a statement of the claim to the Location Manager or their nominee who shall answer same in writing within five (5) 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 Location Manager or their nominee submitting a written statement of the grievance to the Chairperson. They shall answer the grievance in writing within five (5) working days and if the matter is not settled, there shall be a meeting between the grievance committee and management within five (5) working days after the local Chairperson has submitted their answer. A reference of any matter to arbitration shall then follow the other terms set forth in this 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 Chairperson. 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 a time limit as specified for the presentation, processing or discussion of the grievance.
- 8.10 Other than the initiation of a grievance, when either Party violates the time limits, 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 Disciplinary action, where necessary, will not be unduly delayed.
- 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 discharge.

## **ARTICLE 9: RULES AND REGULATIONS**

- 9.1 The Union acknowledges the right of the Employer to make reasonable rules and regulations from time to time to be observed by its employees. The Employer will advise the Union of such rules prior to implementation.

Copies of all rules or regulations established by the Employer shall be forwarded to the Chairperson and/or Vice-Chairperson.

- 9.2 Except for medical reasons, it is a requirement for a driver that they hold a valid Ontario Class "B" School Bus Driver's License.

## **ARTICLE 10: SENIORITY**

- 10.1 Unless otherwise stated, seniority as used in this Agreement shall mean the length of service from the employee's seniority date. Seniority is the principle of granting preference to employees for layoffs and rehiring after layoffs and assignment of all runs subject to the provisions (of Article 10.1, Article 10.2, Article 10.6, Article 13.3, Article 13.6).
- 10.2 Unless otherwise stated, seniority shall be the last date of hiring by the Employer.
- 10.3 Employees shall be considered as probationary until placed on the seniority list. An employee having less than sixty (60) calendar days (excluding the months of July and August unless the employee is working for the Branch during this period) will be considered a probationary employee and is not covered by the terms of this Agreement. A probationary employee may be discharged or disciplined during this period.
- 10.4 Upon completion of the probationary period, the employee shall be placed on the regular seniority list. Their seniority shall be backdated to the date of their last hiring by the Employer and their seniority shall be deemed to run from that date.

- 10.5 Seniority lists will be provided to the Union under the following groups:
- a) Regular Full-time School Bus Drivers
  - b) Full-time Community Living and Special Needs School Bus Drivers
  - c) Spare Drivers
  - d) Casual Drivers
  - e) Monitors
  - f) In-Town Charters
  - g) Out of Town Charters

There will be separate seniority lists for each of the classifications as set out above for Chatham, Tilbury and Wallaceburg.

When a driver moves from one list to another list, for any reason other than set out in Article 10.6, that driver will be placed on the bottom of that list.

In order for an employee to be eligible to sign for a school route, the employee must be able to complete both the A.M. and P.M. routes.

The replacement driver must be qualified.

- 10.6 In the event of a layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled last.

Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority such that the most senior employee shall, (subject to Article 10.1 and Article 10.4 herein) be laid off last and recalled first.

- 10.6. Recall rights of 2 years or length of service, whichever is greater.

- 10.7 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be on normal seasonal layoff 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. The reopening of the school shall be deemed in the normal course to constitute a recall notice that shall be deemed to have been given. A failure to return to work in accordance with this clause shall be deemed to be a "quit". However, it is understood by the parties that there are some circumstances that may prevent an employee from returning to work after a break. In such circumstances, the Company and the Union will determine what constitutes an excusable exemption on the "deemed to be a quit".

- 10.8 Notice of lay-off due to lack of work shall be in writing and signed by a duly authorized representative of the Employer.
- 10.9 A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the grievance procedure as outlined in Article 8.
- 10.10 If an employee is laid off on account of lack of work, they shall have the right to move to the spare list in accordance with their seniority standing, provided that the employee affected has the necessary skill, ability, and qualifications to do the work, up to twenty-four (24) consecutive months following their layoff, provided they report their intention to return to work within five (5) working days following the receipt by them, by registered mail of a notice by the employer to return to their work. If the employee fails to report for work within five (5) working days or indicates they do not intend to return to work, then the Employer may notify the next employee on the seniority list. It is the responsibility of the employee to inform the Company of their current address and phone number. Should the transfer occur after the sign up has been completed, the driver will have seniority from the date of transfer only. Their seniority will be fully restored at the next sign up.
- However, if the first employee indicates to the Employer that they will be available to return to work within a period of eight (8) working days after the date of receipt of the first notice to them, they shall be entitled to return to work within such ten (10) working day period.
- 10.11 Where two (2) or more employees have the same start date, the names will be placed in a hat and seniority will be based on the first name drawn from such hat.
- 10.12 The Employer agrees to post a seniority list three times per year on October 1<sup>st</sup>, January 15<sup>th</sup> and May 1<sup>st</sup>. Any disagreement must be raised within fourteen (14) calendar days or the list shall be deemed accurate. The Company will provide the Union with an updated seniority list at each subsequent Labour/Management meeting for information purposes.
- 10.13 An employee ceases to be an employee for any of the following reasons:
- a) The employee retires;
  - b) The employee resigns;
  - c) The employee is discharged and is not reinstated through the grievance or



arbitration procedure;

- d) The employee fails to return from a leave of absence, vacation or suspension unless the employee has a satisfactory reason,
- e) The employee fails to report to work after a lay-off within seven (7) calendar days after the receipted delivery of notice of recall by registered mail to the last address of the employee of which the Employer has recorded, unless the employee has a satisfactory reason. An employee is responsible for advising the Employer, in writing, of changes in address.
- f) The employee is laid off for a period longer than twenty-four (24) consecutive months or length of service, whichever is greater;
- g) The employee is on sick leave after two (2) years (24 months) or length of service, they will lose their seniority by mutual agreement between the employer and the employee on sick leave if no definite date can be established.

10.14 Re: Seniority – The “Four Union Officers - Chair, Vice Chair (Chatham Seniority group), Vice Chair (Tilbury seniority group) and Vice Chair (Wallaceburg seniority group)” shall be the last persons laid off and the first persons recalled in the event of any layoff.

10.15 If a driver is removed from a portion of their run, through no fault of their own, their current rate will remain in effect for the balance of the school year. If a route becomes available, which they would be eligible for, of equal or greater value, the driver will be assigned to that route.

## **ARTICLE 11: HEALTH & SAFETY**

11.01 (a) All meetings held as per Federal Occupational Health and Safety Canada Labour Code shall be paid at the regular rate of pay.

(b) 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.

(c) The Company further agrees to the establishment of the Joint Safety Committee which will be composed of three (3) Unifor employees appointed/elected by the Union (one each from Chatham, Wallaceburg and Tilbury), two (2) management,

one (1) office and one (1) garage.

In the event of a vote on a recommendation each Unifor member will have two (2) votes and the management co-chair will not vote.

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 accidents occurring at the Division.

- (d) Each employee of the Employer shall have the right to refuse, and the safety Committee shall have the right to recommend refusal to work on any machine, device in any hazardous area or situation, i.e., chemicals, if in their opinion the conditions that prevail would be dangerous to their other worker's safety and health.
- (e) When a worker exercises their right to refuse, they shall notify the supervisor who shall promptly notify the Union Health & Safety Representative or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- (f) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal.
- (g) If the Union Health & Safety Representative and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (h) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.
- (i) The National Health & Safety Staff of the Union shall be allowed access to the workplace upon request to the Company.
- (j) The Union Safety Representative shall be paid their regular rate of pay for their time spent during their regular hours of work performing their duties. Regular scheduled Health and Safety meetings will be paid at waiting time rate as per Schedule "A".

## **ARTICLE 12: CHARTER WORK**

Employees are eligible to sign for charters as outlined under the following requirements:

School Bus Charter Drivers – must have one (1) full year seniority.

In-Town Movement Drivers – must have three (3) months seniority.

When a seniority employee attains three (3) months, they can add name to In Towns. 1 Year – School Bus Charters

It is the employee's responsibility to provide written notice to the company at the time they are eligible and wish to be placed on the list or removed from the list.

- 12.1 Charter lists will remain ongoing. (no more October signup)
- 12.2 A charter is defined as work performed for a hiring party who requires the bus for exclusive use. A charter shall consist of departing base, picking up passengers, driving passengers to their destination and, either picking up passengers at destination, or leaving passengers at destination and returning to base. If a charter party requires the employer to return passengers at another time when the charter driver has already returned to base this retrieval of passengers shall be deemed part of the original charter and will be done by the same driver.
- 12.3 The Employer agrees that employees will be called for charter work on a rotating basis in accordance to Company seniority as defined in Article 10.1.
- 12.4.1 Charter work shall be assigned and posted on the Charter Board forty-eight (48) hours in advance except for weekend charters, which shall be assigned and posted on the Charter Board seventy-two (72) hours in advance. Charters that occur on the same day will be chosen by seniority, subject to Article 12.3.
- 12.4.2 If a charter begins within 30 minutes of the start or end of a school run, the driver will receive up to 30 minutes at the waiting time rate.
- 12.5
  - a) No charter will pay less than the driver's AM/PM run.
  - b) A refusal is defined as when the Company has to replace a driver.
- 12.6
  - a) When more than one (1) charter is scheduled on the same day, such charters shall be allocated by highest paying charter to the driver according to their

rotation status on the list.

b) Switching on same day only for all charters with the approval of dispatch.

12.7 When a new charter is booked after that day's work has already been assigned and posted the new trip will be assigned to the next driver in rotation.

12.8 All charter assignments of less than twenty-four (24) hours shall be determined short notice and will not be used as a penalty against a driver.

12.9 In case of overnight charters, the employer will make all sleeping accommodations prior to dispatch and shall inform the driver accordingly.

12.10 In the case of U.S. charters, the driver shall be given U.S. currency when required.

12.11 All necessary expense money, gas cards, maps and other material required will be given to the charter driver prior to departure when required.

12.12 (a) Any charter booking or driver cancellation made with the employer within twenty-four (24) hours of the schedule time of departure the Employer shall assign the work to the next charter driver on the rotation list when available. A driver cancellation under this article is considered a refusal. Drivers involved in a charter cancellation are expected to perform their normal AM/PM run.

(b) Any charter booking cancellation by the customer within two (2) hours of the schedule time of departure will result in the driver being paid two (2) hours at the waiting time rate and can do their AM/PM run. Any charter booking cancellation by the customer will result in the charter driver being assigned the next charter.

(c) Any employee, who commits to work assigned by the dispatcher and does not intend to report for such work must notify the dispatcher at least two (2) hours in advance.

(d) If the employee loses a charter in order to conduct Union work, they will be assigned the next charter.

(e) All work performed on weekends, P.A. days and holidays will be considered charters.

(f) If a Late Pines driver is unable to complete their scheduled route, they would contact Dispatch who would reassign the route. Dispatch will try to reassign the

work using the Late Pines list first. If other drivers on the list are not available, then the Spare Driver list will be used.

- 12.13 The driver shall have the right to halt a charter trip and seek any assistance necessary if such driver reasonably believes the safe operation of the vehicle or their own safety or that of the passengers is in danger. It is understood that the driver will continue to be paid until a satisfactory and safe conclusion to the charter trip is made.
- 12.14 Charter drivers who are suspended from their a.m./p.m. runs will be taken off the charter board. When re-instated, said employee will be put back on the charter board in their seniority rotation.
- 12.15 Any driver whose regular bid run is eliminated or whose run is assigned to another driver after October 30<sup>th</sup>, subject to the provisions of (Article 10), shall have the opportunity to sign on to the charter list.
- 12.16 When a customer requests a specific driver for a charter and that driver is granted the charter out of rotation, they forfeit their position on the list until the next rotation of the list. If the driver is requested for consecutive days, they will forfeit their position on the list equal to the number of consecutive days requested.
- 12.17 The Company shall pay for two (2) drivers in Chatham and two (2) drivers in Wallaceburg to meet their U.S. charter license requirements. U.S. charters shall count as a charter driver's turn on the rotation list.
- i) If a Wallaceburg driver has been assigned a piece of work using 2909, they may use an available bus from Wallaceburg to travel to Chatham to pick the bus up.
- 12.18 Charter drivers must give seven (7) days notice if they are not available to do a charter on a certain day. This will not be considered a charter refusal.
- 12.19 Charters on a statutory holiday shall be paid at time and one half.
- 12.20 Re: U.S. Charters - When possible, the Company will supply a cellular phone to drivers performing U.S. charter work. When a phone is not available, the Company will agree to pay for any emergency calls made on an employee's personal cellular phone provided a receipt is given. If it becomes necessary for a driver to call the office when they are on charters, highway runs, etc., employees will be reimbursed to the amount paid.

- 12.21 Provide for a union designate to review charter and In-Town lists.
- 12.22 In-Town movements are within city limits only. All other work outside city limits will be classified as charter work. There shall be two lists, one for drivers who wish to do in between school runs and one for drivers who wish to do in-town movements at any time.
- 12.23 Employees can absence themselves from Charters for summer, Christmas and March Break.
- 12.24 All weekend and PA Day or holiday work is now classed as Charters.
- 12.25 Union designee to review Charter and In-town lists.
- 12.26 Bus 2909 will now be a separate list and will not be penalized for other work.
- 12.27 The Company will announce over the radio any and all new add on work with all charter work and in-town work. Should the Employer fail to do so the driver will be compensated for such loss.
- 12.28 Charter Work – Out of Town Work

Out of town work will be defined as work performed for other locations (Sarnia location excluded). There will be a sign-up sheet posted for “out of town” work and employees who sign this sheet shall be selected by seniority on a rotating basis.

### **ARTICLE 13: JOB POSTINGS – SCHOOL ROUTES**

- 13.1 a) i) The Employer agrees to provide to the Union a complete list of all present runs indicating the route number, schools serviced and rates of pay, subject to change during the school year. The base rate of pay will be from sign-up to sign-up.
- ii) A base run rate of pay will be established sign up of each year. The Union must review the run rates and times to make sure the route times are proper. If the parties or driver do not agree they reflect the correct times the route will be reviewed subject to the grievance procedure. Should a run become open, the revised rate will apply.
- b) Routes will be selected by seniority commencing no earlier than the

Tuesday immediately following the Civic Holiday. If the routes are not available, the Company will notify the local union representative the day they become available to discuss the start up schedule. This will provide a three (3) week posting period each year. Drivers will be given a reasonable amount of time to select their run from the remaining runs by seniority. Drivers will be encouraged to submit their top three (3) run preferences if they anticipate that they will not be available during the three (3) week posting period.

- c) The Union will receive a copy of all “runs” with maps, seven (7) days prior to the bidding commencement date.
  - d) When the job selection process is occurring, only the driver, union rep and dispatch will be in the room.
- 13.2
- a) A regular school bus driver shall be defined as a driver who has been awarded a permanent a.m. and p.m. run.
  - b) A spare school bus driver shall be defined as a driver who substitutes for any regular school bus driver and is waiting for a permanent a.m. and p.m. run.
  - c) A casual school bus driver shall be defined as a driver who substitutes for any regular school bus driver and is not waiting for a permanent a.m. and p.m. run and will only be used when all qualified and available spares have been offered the work.
- 13.3 The Employer shall post notices of routes or routes vacant, covered by this Agreement, ten (10) calendar days prior to the filling of the position.

Whenever possible, at start up, drivers will be assigned the same run or a similar run to the one held the previous school year.

Any driver(s) whose regular run(s) has been deleted prior to school start up shall have the option of temporarily taking over any new or open run(s) in accordance to the provisions of Article 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver(s) in seniority on a temporary basis until the normal bumping procedure occurs. At this time these drivers will be able to exercise their seniority in accordance to the provisions of Article 13.4

If no routes are deleted, the Senior Spare Drivers until posted will fill the new

routes. These runs will then be posted the first working day of November or when the time sheets have been completed. Assignment of runs from posting will be in accordance to the provisions of Article 10 and 13.4.

13.4 a) All current routes shall be awarded to the seniority applicant who has the qualifications required to perform the work.

b) All new routes which originate in Chatham, Tilbury or Wallaceburg shall be awarded to the seniority applicant from that area's seniority list who has the qualifications required to perform the work.

c) New out of town routes may be filled by geography first and seniority second, only where the efficiency of the operation conflicts with the awarding of the position by seniority.

d) The employer shall supply the Union with proof in those situations where seniority is not the governing factor, that it is more efficient to bypass seniority.

e) A temporary position will be deemed to be a vacant position only after fifteen (15) working days of vacancy and it shall be posted and awarded to the senior applicant who has the qualifications required to perform the work. These temporary postings will be re-posted at bidding time.

If the Employer has agreed to a written request for leave from a regular driver that exceeds fifteen (15) days or more, the position will be posted immediately as a temporary position. The vacant position created by the driver taking the temporary position will be filled by the next available spare driver.

f) A run vacated for maternity leave purposes may only be filled on a temporary basis as per Article 13.3. An employee returning to work after maternity leave shall provide the Employer with at least ten (10) days prior notice. On returning from maternity leave, the employee shall be placed on their original position with the Employer.

13.5 The Employer agrees to advertise the position of Monitor where a vacant or new position is created. This vacancy or new position will be posted ten (10) working days prior to filling of said position. The successful applicant must be available to perform the duties required on a regular basis. If there is no successful applicant for the position, said position will be filled at the Employer's discretion.

13.6 The Union Chairperson shall be advised of any job postings prior to them being posted, and as to the outcome of all permanent job positions and appointments,



cancellations of any a.m. or p.m. runs within 3 days of finalization. A grievance may be filed and will not be limited to the five (5) days as per Article 7.

13.7 The Company will post for drivers that are loaned out to Windsor, Sarnia or other First Student locations subject to:

a) Drivers choosing to sign up on a list and then will be picked by seniority on a rotation basis.

#### **ARTICLE 14: COMPANY FUEL CARDS**

14.1 The Employer agrees to furnish fuel cards to those employees requiring such to perform their duties.

#### **ARTICLE 15: VEHICLES AND EQUIPMENT**

15.1 The Employer agrees to provide vehicles that are properly equipped and maintained in good running order. Employees are required to ensure that they have carried out safety checks in accordance with Company regulations and the Highway Traffic Act before leaving the yard and are required to report any defect immediately. If the defect occurs during the operation of the vehicle and is not an emergency the employee is to complete a written repair order on return to the yard. Employees are required to maintain an acceptable level of cleanliness in the vehicle being operated. Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

15.2 For the purpose of storing buses where the driver resides, the following criteria apply:

- a) Storage location must meet all local by-laws and restrictions for parking
- b) Subject to Article 26, storage space shall be at no charge to the Employer
- c) Access and use of hydro plug-in facilities during cold weather will be the responsibility of the employee
- d) The bus, at the option of the Employer, may be removed from the storage location in the event of vandalism
- e) Fuel facilities suitable to the Employer must be in a location so that deadheading is kept to a minimum.

- 15.3 (a) It shall be the responsibility of the Resident drivers to maintain the cleanliness of their vehicles as required.

Resident drivers shall have the option of bringing their vehicles to the yard for external and heavy internal cleaning at a time mutually agreed upon by the driver and the Location Manager or their designee.

(b) If Resident drivers are requested to bring buses in for major repairs or inspections by the Employer Office and the driver is not provided with alternative transportation, said driver will be compensated for time spent while waiting at the Charter waiting time rate.

- 15.4.1 Shuttle Work – Tilbury, Wallaceburg: A sign-up list shall be established for shuttle work in Tilbury, Wallaceburg. Shuttle work shall be allocated by seniority on a rotating basis provided that it is allocated in the most efficient way and at no extra cost of the Company.

- sign up in the fall of each year
- only those who sign up for shuttles will do them
- buses will be shuttled to Chatham only by drivers who signed their name, in the order of sign up
- if you are unavailable to do a shuttle when it is your turn, you will miss your turn
- a driver can shuttle only their bus
- a spare driver will do shuttles if working that day

- 15.4.2 Compensation will be provided for the administrative work now performed in Wallaceburg and Tilbury.

- 15.5 Drivers will be notified the day before their bus going in for service. When an on-route cannot continue on a run, the substitute vehicle will be circle checked before delivery.

- 15.6 Wallaceburg drivers will now be given a bus to come to Chatham to pick up Bus 2909 and/or a Charter.

## **ARTICLE 16: LEAVE OF ABSENCE – FOR PERSONAL REASONS**

- 16.1 An employee may apply for a leave of absence for personal reasons giving the employer at least fifteen (15) days written notice except in the case of any emergency. The Employer agrees to give reasonable consideration to such

requests and to grant same in accordance with the needs of its operations and the demands of its business. Leaves may be granted for up to three (3) months.

A leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is received at least five (5) calendar days prior to the expiration of the leave of absence. Employees who are granted extended vacation; seniority shall not accumulate if leave of absence is beyond 60 calendar days.

16.2 An application by an employee or the Union for a leave of absence and replies by the Employer shall be in writing except for a leave of absence for one (1) day or less may be given verbally by the Supervisor.

16.3 When an employee returns from leave of absence, they shall return to their scheduled run as at time of leave of absence granted.

When an employee returns from leave of absence and their run has been deleted, they shall be so informed by the Employer. The employee shall have the option of taking any new or open run in accordance to Article 10 and 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver.

16.4 Employees on Leave of Absence from their regular school runs a.m. and p.m. will not be allowed to work the Charter Board until they return to their regular a.m. and p.m. school runs.

16.5 Employees may apply for leave of absence for medical reasons accompanied with a doctor's note. The Employer may request additional medical information. No medical leave of absence will be unreasonably denied.

16.6 Employees on leave of absence due to sickness will be allowed within 48 hours of return to work to any new or open route in accordance to Article 10 and 13.4. If there are no new or open runs available then they shall have the option of displacing the most junior driver.

#### **ARTICLE 17: LEAVE OF ABSENCE – UNION BUSINESS & EDUCATIONAL**

17.1 An employee elected as a full-time representative of the Union shall be granted leave of absence without pay while so engaged. A minimum of one (1) week's notice before it begins and one (1) week's notice before it ends.

17.2 Upon written request of the National Representative, Local President and/or

Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence without pay for that purpose. As much advance notice will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence. A maximum of one person will be granted a leave of absence. The Company will pay lost time for regular scheduled work for all Union leaves under this article to employees at their regular rate of pay and such rate of pay will be reimbursed by Unifor Local 127.

- 17.3 The filling of a bus run made vacant as a result of any such leave of absence shall be assigned on a temporary basis only. The Employer shall be responsible for filling all routes vacant as a result of any such time off by selecting drivers by seniority on the spare drivers list.

#### **ARTICLE 18: BEREAVEMENT LEAVE**

- 18.1 Every employee is entitled to and shall be granted, in the event of the death of a member of their immediate family, bereavement leave for three (3) normal working days. The three (3) days bereavement leave must be taken on the day of death, or on the day of the funeral or on the day of the memorial service or the day of the Celebration of Life.

Every employee who has completed three (3) month of continuous service is entitled to such leave with pay at their regular rate of wages for their normal hours of work, and such pay shall be considered to be wages.

An employee's immediate family shall mean: spouse, common law spouse, son, daughter, parent, sister, brother, father/mother-in-law, grandchildren, grandparents, sister/brother-in-law, step-parent, step-parent of spouse, step-brother/sister, son/daughter-in-law, and any step children.

Spouse shall include common-law and same sex partners who have cohabited for a period of at least one (1) year.

#### **ARTICLE 19: MATERNITY LEAVE**

- 19.1 Eleven (11) weeks prior to due date – Leave of Absence (Sick Leave)
- 19.2 Seventeen (17) weeks maternity after birth, thirty-seven (37) weeks parental in addition to maternity equals 54 weeks, less two (2) weeks EI waiting period equals 52 weeks.

- 19.3 Employee to provide four (4) weeks written notice prior to maternity leave.
- 19.4 Company may require pregnant employee to take leave of absence if employee is unable to perform an essential function of the job and no suitable alternative is available for that employee. The employee may be eligible for sick benefits in such a circumstance.
- 19.5 Service shall accrue and benefits shall be maintained during the leave period.
- 19.6 Employee applying for maternity/parental leave is eligible for leave of absence of one year.
- 19.7 Employee is eligible to apply for Employment Insurance in the case of both maternity and parental leaves of absence.

## **ARTICLE 20: PAID HOLIDAYS**

- 20.1 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.

School Bus Drivers' Days are: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day and Boxing Day.

Community Living Drivers include the above days plus Civic Holiday and Labour Day.

The Parties agree to recognize Easter Monday as a statutory holiday in lieu of the Remembrance Day statutory holiday.

Holiday pay for school bus drivers will be calculated on the basis of work normally performed on the statutory holiday.

General holiday pay shall be calculated at the normal regular daily rate. Statutory holidays worked will be paid as per the Canada Labour Code. Time and one-half (1 ½) shall be paid for all work performed on such a paid holiday in addition to the holiday pay.

As provided for in Section 195 of the CLC, the parties agree effective 2011 to substitute the last PA day of the school year for Canada Day. If the last day of the school year is not a PA day then the parties will meet to mutually agree on an

alternative date.

The parties agree that the National Day for Truth and Reconciliation will occur on the employee's first PD day after the National Day for Truth and Reconciliation holiday. If a PD is unavailable, then the parties will meet to discuss.

## **ARTICLE 21: VACATION PAY**

21.1 Vacation pay shall be paid in accordance with part III of the Canada Labour Code.

One to five years of service – 4% vacation

Six to ten years of service – 6% vacation

Ten or more years of service – 8% vacation

of their wage rates including Charter work.

## **ARTICLE 22: INCLEMENT WEATHER**

22.1 Drivers to be paid regular wages for days when transportation is cancelled due to inclement weather, strikes, lockouts or P.A. days. If the Board substantially decreases the funds they provide the Employer for these days, the Employer and the Union will meet to discuss this issue with full transparency.

## **ARTICLE 23: JURY DUTY**

23.1 The employer will grant a leave of absence without loss of seniority to an employee who is required to report for jury or serves as a juror, or who is subpoenaed as a witness in any court. The Employer shall pay such employee the difference between their normal earnings and the payment they receives from that judicial body.

## **ARTICLE 24: EMPLOYEE BENEFITS**

- 24.1 a) Employment Insurance – the Employer will contribute the amount to the fund as required by legislation.
- b) Canada Pension Plan – the Employer will contribute the amount to the fund as required by legislation.

- c) The Employer will pay 100% of a Weekly Indemnity Plan. The details of the plan are as follows:

A weekly indemnity in the amount of not less than 30% for each actual working day) and shall be payable to each employee employed to drive school bus in both the morning and afternoon of any day. This indemnity, with a physician's note, shall be payable for a period of 13 weeks, provided that:

- i) The Employee shall have worked 30 continuous working days with the Company
- ii) The indemnity shall begin with the second continuous week of the sickness. This benefit shall apply during lay-off, and shall be deemed to include statutory holidays for which employees working shall be paid.
- iii) The employee shall apply for E.I. sick benefits first and when exhausted will be granted a further 13 weeks of sick and accident pay if needed.

In the event that the employee is ineligible to receive E.I. sick benefits, they shall immediately receive company sick benefits at 30% of regular rate of pay to a maximum of 13 weeks.

- iv) The Employee shall be prepared to provide a statement from the doctor stating the nature of the sickness and the length of the illness.
- v) Before returning to work, the Employee must present to the supervisor a statement signed by the doctor authorizing the employee to return to work. The nature of the work to which the employee is returning must be CLEARLY stated.

## **ARTICLE 25: WORKPLACE HARASSMENT**

25.1 The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of their race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of their membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Federal Jurisdiction.

The Company and Unifor are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation, union affiliation, 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, innuendoes, 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



## 25.2 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.

## 25.3 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 or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or Company Official.

## 25.4 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 Chairperson.

The Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigation 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 woman.

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.

#### 25.6 Resolution:

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Chairperson will attempt to resolve within (10) days and ensure the resolution is fair and consistent with the intent of the Company and National Unifor 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.

### **ARTICLE 26: FARM BUS**

26.1 Hydro allowance will be \$25.00 per month as authorized by the Company. Once a bus is plugged in during any month this allowance will be paid for the full month.

### **ARTICLE 27: WOMEN'S ADVOCATE**

27.1 The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counselors or women's shelters, to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of women's advocate in the workplace will be served by the Unifor female member appointed by the Union Committee.

The advocate will meet with female workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.

When required and when available, the Employer agrees to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Employer and the Union will develop appropriate communications to inform all women employees of the advocacy role of the Women's Advocate and information on how to contact her.

The Employer will provide and identify the Advocate with a management support person to assist in the role.

The Employer will endeavor to assist the advocate in their role, they shall not suffer any loss of pay and/or bonuses while tending to the duties required.

The Women's Advocate will not be denied an unpaid Leave of Absence(s) in order to participate in an initial 40-hour basic training program and any update training program when provided and delivered by Unifor so long as it does not impact the operations of the Employer.

## **GENERAL ITEMS:**

### **1. BULLETIN BOARDS**

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

### **2. LEGAL ASSISTANCE**

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

### **3. TIME ALLOWANCE**

School Bus Transportation Drivers

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

- (a) Start up time
- (b) Ministry of Transportation circle check
- (c) Fueling

School bus drivers shall be paid on the basis of each run being assigned the time from the yard departure until the return to the yard, plus the allowance provided above.

An additional allowance will be paid for any additional circle checks that may be required.

4. PAID EDUCATION LEAVE (P.E.L.) FUND

\$500.00 will be paid annually to the Unifor Paid Education Fund, 115 Gordon Baker Road, Toronto ON M2H 0A8.

5. CAMERAS IN BUSES

Must notify the driver before being used or cannot be used for discipline.

6. CHANGES IN ROUTE

The Company agrees to pay for one (1) dry run at start up time in August if there is a significant change in the route.

7. ERRORS IN PAY

The Company will reimburse, at the employee's request for any pay error of fifty dollars (\$50.00) or more within seventy-two (72) hours of the employee notifying the Company of the error. A manual cheque will be processed.

Any error which amounts to less than fifty dollars (\$50.00) will be rectified and paid on the next regularly scheduled pay day.

Employees will be paid bi-weekly.

8. TRAINING

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 will provide voluntary wheelchair training as required. The Company will train displaced drivers who require such voluntary training.

#### Training During Normal Working Hours

An employee required by the Company to take training during their normal working hours will be paid the waiting time 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.

Union employees required by the Employer to take school bus on the road training during their normal working hours will be paid at the waiting time rate of pay while in training.

Union employees required by the Employer to take school bus on the road training outside their normal working hours will be paid at the waiting time rate.

### 9. RE: LETTERS & SCHEDULES

The parties agree that all letters and schedules attached hereto shall form part of this collective agreement.

### 10. RE: STAT SHEETS

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

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

### 11. RE: VIOLENCE AGAINST WOMEN/MEN

The parties hereby recognize and share the concern that an employees uniquely face situations of violence or abuse in their personal lives that may affect their

attendance or performance at work. An employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

12. WHEN CALLED TO THE OFFICE

Any bargaining unit employee called into the office to discuss concerns, route changes, matters arising out of day-to-day operations, personal issues, company issues, and all other business will be paid the waiting time rate per schedule "A".

13. SWIPE CARDS

Employees understand the value of the swipe cards and as such will take every precaution to protect them. In the event of lost or misplaced swipe cards the Company will provide one replacement card. If more than one replacement card is required, the employee shall pay \$5.00 for each replacement card thereafter.

14. EMPLOYEE & FAMILY ASSISTANCE PROGRAM REPRESENTATIVE

The Company agrees to pay once during the term of the CBA, one employee selected by the Union to attend Employee and Family Program Representative training, up to one hundred and fifty dollars (\$150.00 course cost, Level 1 & 2) and up to five hundred and fifty-one dollars (\$551.00) travel time (if the course requires out of town training, up to 2 hours / training day) upon presentation of certificate of completion.

15. CLEANING SUPPLIES

The Company will provide cleaning supplies, which will be kept locked in the Wash Rack and may be signed out during normal working hours.

16. INTERIOR CLEANING DURING SUMMER

Company to ensure all buses will be thoroughly cleaned in the interior during summer break (floors washed/windows cleaned).

## **LETTERS OF UNDERSTANDING**

January 19, 2004

The Negotiating Committee  
First Student Canada  
School Bus Drivers

### **With respect to bonuses:**

The school year will be divided into the following three segments: September to Christmas, Christmas to March Break and March Break to June.

The three categories that will be considered for bonus are as follows:

### **Attendance:**

In each segment a driver would qualify to receive the attendance bonus record as long as they had no more than one (1) (or two (2) half days) during that segment and they attended all mandatory safety meetings.

An employee who voluntarily leaves their employment will be entitled to the attendance bonus for each completed segment subject to the above conditions.

The Company may consider exceptions to the above on a case by case basis and will include discussions with the Union.

### **Vandalism:**

In each segment a driver would be considered to have had no vandalism as long as (a) there was none, or, (b) the Company was immediately notified and the employee cooperates with the Company, enabling the Company to take appropriate action.

### **Preventable Accidents:**

In each segment a driver would be considered to have had no preventable accidents when, in fact, there were no preventable accidents or highway traffic act violations.

Compliance in each segment would entitle the employee to a \$30.00 gift certificate.

### In Regards to Student Lists:

This practice may be abolished by the new school board. Given the uncertainty, we will ask only that should it be continued that all drivers make a sincere and honest effort to co-operate and that the Union support this effort.

### Technology and Discipline

The Company recognizes the concerns the Union has in regards to the new technology being installed in the buses, i.e.: Zonar.

This new technology is in place to enhance our business and make it more profitable.

We will endeavor to use this new technology as it relates to the employees as a teaching aid, with the goal to assist everyone to continue to be a productive and valued employee.

As such, depending on severity, if an error in judgment is brought to our attention, we will first attempt to have a “safety talk” with the employee to ensure the issue is resolved. We will elicit the aid of the Union representative if these behaviors continue.

We trust that all concerned recognize however, that if any employee is not following the policies/procedures implemented by First Student, the Company may take action following the standard rules and regulations in progressive discipline as defined in the Collective Agreement.

For the principals of progressive discipline, the Employer agrees that “safety talks” may not be lumped together if they involve different issues.

### Day to Day Operations re Management Personnel

During the 2022 negotiations, the Company and Union discussed a multitude of concerns in regards to day to day operations including Management Personnel not following policies, procedures and the Collective Agreement.

In depth discussion was had between the parties surrounding concerns that were brought forward by the membership regarding policies, procedures and the Collective Agreement not being adhered to.

As a result of these discussions, the Company and the Union understand the importance of labour relations. The parties agreed to reinstate the Labour Management



meetings on a monthly basis and as required to address concerns in a timely manner as they arise.

The parties agree to meet within thirty (30) days of ratification to review and follow up on the concerns raised during negotiations.

## **SCHEDULE 'A' – ROUTE RATES**

<b>CLASSIFICATION</b>	<b>Sept 1/ 2022 (9.5%)</b>	<b>Sept 1/ 2023 (2%)</b>	<b>Sept 1/ 2024 (2%)</b>
<b>WAGES</b>			
Wage Rate - per hour with three and one-half (3.5) hour minimum	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
If a driver must spend extra time on school route (for reasons not their own) for the same issue three (3) times, the Company will pay the driver for their additional time at	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
In-town Movement for each way	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
Wheel Chair per run	<b>\$1.25</b>	<b>\$1.30</b>	<b>\$1.35</b>
<b>CHARTERS</b>			
Charters – per hour with a 2 hour minimum	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
Overnight	<b>\$50.00</b>	<b>\$50.00</b>	<b>\$50.00</b>
Layover	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$150.00</b>
<b>SHUTTLING BUSES</b>			
Shuttling Buses- Flat Rate (minimum 1.5 hours) Note: Tilbury and Wallaceburg receive the shuttle bus flat rate	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
Shuttling Buses - Hourly Rate Note: For non-Tilbury and Wallaceburg shuttle bus runs	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
- driver of shuttle bus- Flat Rate (minimum 1.5 hours)	<b>\$19.75</b>	<b>\$20.15</b>	<b>\$20.55</b>
- passenger of shuttle bus- Flat Rate (minimum 1.5 hours) Note: Tilbury and Wallaceburg receive the passenger of shuttle bus flat rate	<b>\$18.75</b>	<b>\$19.15</b>	<b>\$19.55</b>
Passenger of shuttle bus - hourly rate	<b>\$18.75</b>	<b>\$19.15</b>	<b>\$19.55</b>
MEETING RATE	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>
<b>MEAL ALLOWANCE</b>			
After 5 hours	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>
After 7 hours	<b>\$30.00</b>	<b>\$30.00</b>	<b>\$30.00</b>
After 13 hours	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>

The Company will provide retroactive payment for the above rates, applicable only for the 2022-2025 collective agreement.

### **MEDICAL**

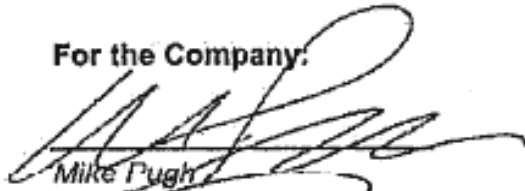
\$125.00 – contributed towards the cost of M.T.O. medical examination required to maintain Class 'B' license.

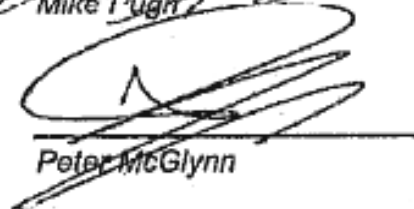
Medical notes requested by the Company will now be paid up to \$25.00.

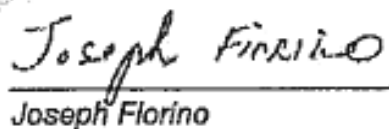
This agreement shall be effective from the 1<sup>st</sup> day of September 2022 to and including the 31<sup>st</sup> day of August 2025. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement.

Agreed this 18th day of November, 2022.

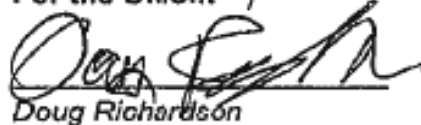
**For the Company:**

  
Mike Pugh

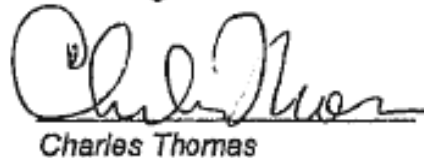
  
Peter McGlynn

  
Joseph Florino

**For the Union:**

  
Doug Richardson

  
Steve Carter

  
Charles Thomas

  
Leana Bechard

  
Jeff McFadden

  
Angela Divitaris

st:cope343