

Collective Agreement

- between -

FirstCanada ULC
Branch No. 31720
Edmonton, Alberta
(hereinafter called "the Company")

- and -

Miscellaneous Employees, Teamsters
Local Union 987 of Alberta
Edmonton, AB
(hereinafter called "the Union")

November 12, 2008 – September 1, 2011

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ARTICLE 1 – RECOGNITION AND PURPOSE

- 1.01** (a) The Employer agrees to recognize and does hereby recognize the Union as the sole bargaining agent for collective bargaining purposes for the Bargaining Unit comprising those employees of the Employer covered by the Certificate issued by the Alberta Labor Relations Board “All employees of FirstCanada ULC, Branch No. 31720 except office, clerical personnel, and supervisory staff”.
- (b) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Shop Stewards, whose duties shall be to assist any employee, whom the Shop Steward represents, in dispute resolution and in preparing and presenting a grievance in accordance with the grievance procedure.
- (c) The Employer shall designate bulletin boards for the use of the Union in a conspicuous place for the purpose of posting routine Union bulletins and notices, one (1) board shall be provided for each operational yard.

Where a posting board is not practical the Company will provide reasonable assistance to the Union distribution of Union notices and bulletins.

- (d) **An** authorized Agent of the Union shall have reasonable access to the Company’s establishment during working hours for the purpose of conducting Union duties.

1.02 MANAGEMENT RIGHTS

The Union acknowledges and recognizes that the control and direction of the workforce are fixed exclusively with the Employer **and** shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees;
- (c) determine in the interest of efficient operation and the highest standard of service policy, rules and regulations, classifications, hours or work, work assignments, methods of doing work;
- (d) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provision of this Agreement.

1.03 PURPOSE

The purpose of this Agreement is to continue the harmonious relations which exist between the Employer and its employees in the Bargaining Unit, to define the wages and conditions of employment for members of the Bargaining Unit; to provide an amicable method of settling grievances or differences which may from time to time arise; and to promote the mutual interest of the Employer and the employees.

It is recognized by the Agreement to be the duty of both parties to co-operate fully and honestly, both collectively and individually for the purpose of the aforesaid conditions.

- (a)** The word “employee” and “employees” wherever used in the Agreement shall mean any or all of the employees in the Bargaining Unit as defined above, unless the context otherwise provides.
- (b)** Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.
- (c)** Management and Company personnel excluded from the Bargaining Unit will not perform Bargaining Unit work other than in emergency situations which includes replacement requirements due to a shortage of regular employees and employees being absent from work. Such work will not be done at the exclusion of Bargaining Unit personnel.

1.04 Notices

- (a)** Notices or correspondence between the parties covered by this Agreement shall be sent to the Union Local Business Agent and the Employee Relations Officer and designated Company representative.
- (b)** As soon as it reasonably becomes known, the Employer shall notify the Union of staffing requirements in the classifications set out in this Agreement or any new classifications which may be created, including changes in staffing that result from the closing of facilities or the reduction of services provided.
- (c)** It is also recognized by the Employer and the Union that the Employer agrees to inform all employees of the names of all supervisory personnel and office employees in September of each year or at any time a significant change is made.
- (d)** The Company will post on the bulletin board and keep current an updated list of all Management and Office staff specifying their duties for the employees to reference. The Union acknowledges that the Management and Office staff is in no way limited in their duties or responsibilities by this list and that the list is intended as a general overview only and the content of the list will be determined at the sole discretion of Management.
- (e)** As soon as reasonably possible, the Employer shall advise the Union Local of all new employees hired.

ARTICLE 2 – DISCRIMINATION AND WORKPLACE HARASSMENT

2.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion with respect to any employees by reason of age; race; color; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting illness or disease; ethnic, national or aboriginal origin; marital status; source of income; political belief, membership or activity in the Union, affiliation or activity; except as authorized by the Human Right Act.

The Company and the Union are committed to providing a harassment free workplace as provided for in the policy outlined in the “First Canada Employee Handbook”.

2.02 Further, the Employer agrees that there will be no discrimination with respect to any employee by reason of his membership or activity in the Union.

ARTICLE 3 – DEDUCTION OF UNION DUES

3.01 Upon the request in writing of any employee and upon written request of the Union, the Company agrees to deduct the Union dues of the employee so instructing. Any such deduction shall be made on the first pay day of each month, from wages accrued, and shall be remitted to the party designated by the Union to receive such dues.

3.02 All employees shall, as a condition of employment, maintain Union membership in good standing and complete and “Application for Union Membership” and “Union Deduction Authorization” prior to commencement of employment. The Company must then promptly forward such completed forms to the Union office. Dues Authorization Cards shall remain in effect during the term of an employee’s service with the Company.

3.03 The Union will notify the Company, in writing, of any arrears in dues, Initiation Fees, Re-initiation Fees and Assessments, and the Company will deduct the amount prescribed by Local 987 and forward the same to Local 987 along with the regular monthly dues.

3.04 The Company will show the yearly Union dues deductions on the employees’ T-4 slip.

3.05 The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided above.

3.06 The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

3.07 In the case of new employees, the written request shall be required as a condition of continued employment, within the first thirty **(30)** days employment.

ARTICLE 4 – NO STRIKE OR LOCKOUT

- 4.01** The Union agrees that there shall be no strike during the term of this Agreement and that the Union will take affirmative action to prevent any employee who is a member of the Union from going on strike or suspending or slowing down his work and the Employer agrees that there shall be no lock-out of the members of the Union during the term of this Agreement.
- 4.02** Employees covered by this Agreement shall have the right to refuse to cross any picket lines arising out of a labor dispute where safety of the employee and students is a legitimate concern. In such instances, the employee will contact dispatch by two-way radio for further instruction. Failure to cross a picket line in such instances shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

ARTICLE 5 – JOB SPECIFICATIONS AND HOURS OF WORK

- 5.01 (a)** Each am route and each pm route will be guaranteed two (2) hours pay at the rate of pay as outlined in Schedule “A”.

Kindergarten routes will be guaranteed two (2) hours pay at the rate of pay as outlined in Schedule “A”.

- (b)** The two (2) hour guarantee includes time spent performing circle checks, deadhead, bus wash, interior cleaning, routing issues, reasonable traffic delay, breakdowns, and fuelling. These duties will be distributed between the am and pm positions where reasonable to do so.
- (c)** Any time worked in the performance of (a) and (b) above, in excess of the two (2) hour guarantee, will be paid at the hourly rate outlined in Schedule “A”.

A driver operating a second complete am or pm route will be compensated with and additional two (2) hour guarantee.

5.02 Storm Days and Cancelled Service

- a)** School bus drivers will ensure that work will be performed if reasonably possible but it is understood weather conditions may interrupt the safe operation of their vehicles.
- b)** When the School Board cancels busing, the driver shall be paid the same percentage of earnings as the percentage of revenue received by the Company for the cancelled routes.
- c)** A driver confronted with a situation on board that is threatening can stop, secure the bus and request assistance from dispatch. It is understood that the Company, driver, and when available a representative of the school or school board, will meet to reach a resolution with respect to safety when a threatening or unsafe work situation exist.

ARTICLE 6 – GENERAL HOLIDAYS

- 6.01 (a) **An** employee who qualifies in accordance with the relevant provisions of the Employment Standards Code of Alberta shall be granted a holiday with pay for each holiday established under the Alberta Code. These general holidays are as follows:

New Years' Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

Payment will not apply during periods of lay-off.

- (b) To be eligible for payment for the above-noted holidays employees must have worked their last complete work day preceding the holiday and their first complete work day following the holiday.

(c) **METHOD OF PAYMENT**

Employees NOT Required To Work

Eligible employees will be paid an amount equal to their average daily wage.

Employees Required To Work

Eligible employees will be paid an amount equal to their average daily wage plus one and one half (1.5x) times the hourly rate for all hours worked.

ARTICLE 7 – VACATIONS

- 7.01 All employees with less than five (5) years of service with the Company shall receive vacation pay of four (4%) percent of all wages earned in the year of employment for which vacation is given.

- 7.02 All employees with five (5) years or more service with the Company shall receive vacation pay of six (6%) percent of all wages earned in the year of employment for which vacation is given.

- 7.03 Vacation pay for drivers will be included in the driver's bi-weekly pay.

ARTICLE 8 – WAGES

- 8.01 Bus drivers shall be paid the applicable wage rates outline in Schedule "A" for the regular **am** and **pm** runs in accordance with Article 5.

- 8.02 Base rate or regular rate in this Agreement shall mean the rate of pay outlined in Schedule "A".

ARTICLE 9 – CALL OUT PAY AND CHARTERS

9.01 All employees who are called out by the Employer and report for work shall be paid a minimum of two (2) hours pay at the rate of pay applicable to the task performed as outlined in Schedule "A".

9.02 The Company provides service for three types of charters.

- (a) Public Charters
- (b) School Charters
- (c) Large Event Charters (Summer/Winter Games, Large Pub Crawls, etc.)

The following procedures apply to the assigning of these charters.

Public Charters

- A public charter board to do evening, weekend, and out of town charters will be created consisting of fifteen (15) drivers chosen from a posting.
- Drivers will be selected from the posting based on driving record, availability, and experience.
- The Company will supply a shirt and tie.
- Assignments will rotate through the group.
- Two refusals in a six (6) month period will result in removal from the list.

School Charters

- A charter sign up will be created for each school.
- Drivers will rotate through the school list.
- Assignment will be based on availability, bus size, and seniority.
- If no drivers are available at the chartering school, drivers from the charter list at a school in close proximity will be selected using the above criteria.
- Two refusals in a six (6) month period will result in removal from the list.

Large Event Charters

- The Company will post a notice indicating the required number of drivers.
- Drivers will be selected based seniority.

If no drivers are available through the above procedures, the Company may fill the charter by whatever means necessary.

Payment for Charter Work

School Charters

- Round trip paid at the rate in Schedule A with a minimum of three hours pay.
- In cases of different drivers performing the going and return portions, each driver will receive 1.5 hours pay.

Public Charters

- Drivers will be paid at the rate in Schedule A with a minimum of two hours.

Large Event Charters

- Drivers will be paid at the rate in Schedule A with a minimum of two hours.
- Drivers operating overnight charters will be reimbursed \$8.00 for breakfast, \$10.00 for lunch and \$12.00 for supper upon presentation of receipts. Payment for meals will be dependent on the operational time of the charter.

Example: Charters commencing before 6:00 a.m. will be paid for breakfast, after 6:00 a.m. will not receive payment for breakfast. Lunch and supper will be dependent on working at noon and 6:00 p.m.

ARTICLE 10 – SENIORITY

10.01 Seniority is the total length of continuous service by an employee in the employ of the Company, within the Bargaining Unit. The purpose of seniority is to provide the order of work preference with regard to bidding, layoffs, recalls, and vacation selection except as specified elsewhere in this Agreement.

10.02 Each employee hired to fill a position shall have a probationary period of ninety (90) calendar days from the date of hire in the position. During the probationary period the Company may terminate the employee for any reason at its discretion which shall not be subject to a grievance under the Grievance Procedure. Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the position.

10.03 A seniority roster of all employees covered by this Agreement showing name, classification, and date of last entry into the service of the Employer shall be revised and posted in March and September each year. If within thirty (30) days of posting, proof of an error is present by an employee or the Union or the Employer, such errors shall be corrected. Employee's seniority shall carry-over from one (1) school year to the next.

Seniority list shall be prepared and posted by the Employer every six (6) months (March and September). The Employer shall also provide a copy to the Union.

10.04 Established seniority shall not be subject to forfeiture by an employee unless:

- (a) The voluntarily leaves the service of the Employer; or
- (b) he is discharged for just cause; or
- (c) if he is absent from work for ~~three~~ (3) or more consecutive working days without the authorization of his immediate supervisor; or
- (d) he is laid off for a period of eighteen (18) months and the period has not been extended in writing at the request of the employee for a further six (6) months; or
- (e) he has been assigned to a position outside the Bargaining Unit for a period in excess of ninety (90) days; or
- (f) Having been laid off and subsequently recalled, he fails to return to work as required. In the application of this Clause it is understood that the employee will receive a minimum of two (2) weeks' notice of the recall date. Such recall notice will be included in the layoff notice where possible.

10.05 The following rules shall apply to filling vacancies, layoffs, and recalls:

- (a) The Employer will advise the Union by E-mail, fax or mail of all anticipated permanent vacancies in all Departments.
- (b) Vacancies will be posted for five (5) working days and selection shall be made based on seniority, subject to qualifications and ability being relatively equal. The Company, at its sole discretion, shall determine the location from which the bus will commence.

Bus drives shall continue to have the same route from one (1) school year to the next.

- (c) In the event of layoff, which is the elimination of a route or position, the affected employee(s) will bump the least senior employee(s) in the classification in the employee's home location and the affected employee(s) may exercise seniority over the least senior employee(s) in the classification within the Bargaining Unit.
- (d) In the event of recall, employees shall be recalled by classifications of work as required by the Employer and those with the most seniority in the classifications concerned shall be recalled first subject to home location, qualifications and ability.

10.06 Security of Employment

- (a) If layoffs should be required such layoffs shall be from those employees with less overall seniority and shall be done in accordance with the terms of the Collective Agreement.

- (b) The Employer agrees that those employees shall be laid off and recalled in accordance with the appropriate terms of the Collective Agreement.

ARTICLE 11 – TEMPORARY ASSIGNMENTS

- 11.01** Any employee covered by this Agreement who agrees to a temporary assignment to another classification, during his/her normal hours of work within the Bargaining Unit, for which the rate of pay is lower than the rate of pay for such employee's regular classification, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 11.02** On each occasion when an employee agrees to a temporary assignment to a classification, during his/her normal hours of work within the Bargaining Unit, for which the rate of pay is higher than the rate of pay for such employee's regular classification, he shall be paid at the higher rate of pay from the first day of such assignment.
- 11.03** An employee who agrees to a temporary transfer to a position beyond the scope of the Bargaining Unit shall retain and accumulate seniority for a period of ninety (90) days. During this ninety (90) day period the employee may return to the Bargaining Unit on a voluntary basis or as a result of layoff. After ninety (90) days, the employee shall forfeit all accumulated seniority.
- 11.04** An employee performing Bargaining Unit work on a voluntary basis outside their classification during normal off-duty periods will be paid at the applicable negotiated rate for the work performed.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 GENERAL LEAVE

- (a) If, in the opinion of the Employer operational requirements permit, a request for a leave of absence without pay may be authorized. Whenever possible request for a leave of absence must be submitted in writing a minimum of fourteen (14) days prior to the effective date. Granting of such request will be dependent on operational requirements and at the discretion of the Company.
- (b) Notwithstanding 12.01 a), no employee shall be granted leave to engage in alternate employment.

12.02 BEREAVEMENT LEAVE

Should a death occur in an employee's or spouse's immediate family (spouse, parents, sisters, brothers, children, grandparents or grandchildren), the employee shall be entitled to a leave with pay for three (3) working days for each occasion, to be taken within seven (7) day of the death.

12.03 LEAVE FOR UNION BUSINESS

- (a)** If in the opinion of the Employer working conditions permit, any two (2) employees who are Representatives of the Union may be granted a leave of absence without pay to attend any two (2) conventions in any one (1) year.
- (b)** The Employer agrees that where permission has been granted Representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

12.04 Maternity and Parental Leave shall be granted in accordance with the provision of the Alberta Employment Standards Code.

ARTICLE 13 – PAY ROLL PERIOD

13.01 Payroll periods shall be bi-weekly, and shall be by automatic bank deposit. When the regular payday falls on a holiday, the payday shall be the last banking day prior to such holiday.

ARTICLE 14 – MANAGEMENT AND LABOUR RELATIONS

14.01 The Employer shall provide the Union with a list of supervisory staff and the Union shall provide the Employer with a list of Union Officers and Shop Stewards.

14.02 The Employer and the Union agree to establish a Labor-Management Committee consisting of not more than six (6) representatives of the Union and not more than four representatives of the Employer. Union members will receive hourly pay at the applicable regular hourly rate for the time in attendance at each meeting.

14.03 The Committee shall consider items affecting the operation and of concern to both parties.

14.04 The Committee shall meet once every two (2) month except July and August. Other meetings may be held as mutually agreed upon. Minutes will be distributed two (2) weeks following each meeting. Labor and Management shall provide notification of all guests.

14.05 The Company will give consideration to a reasonable requests for information.

15.01 – GRIEVANCE AND APPEALS

15.01 (a) Should a dispute arise between the Employer and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, such dispute shall be settled without interruption of the Employer's business in the following manner:

(b) Step One:

An employee shall within ten (10) working days of an occurrence that could become the matter of a grievance, verbally bring the incident to the attention of his immediate supervisor. The immediate supervisor shall respond verbally within five (5) working days of the meeting.

(c) Step Two:

If the grievance is not resolved at Step One of the grievance procedure, the grievance shall be put in writing and presented to the Branch Manager or designate. The Branch Manager or Designate shall arrange a meeting with the Union Business Agent to discuss the grievance within ten (10) working days of receiving the grievance and respond to the grievance in writing within five (5) working days of the meeting.

(d) Failing satisfactory settlement being reached in Step Two, the Union shall, within ten (10) working days from the day the Branch Manager or Designate rendered his decision, give fifteen (15) working days notice in writing to the Branch Manager or Designate of its intention to refer the dispute to arbitration.

(e) Within fifteen (15) working days of a grievance being referred to arbitration the Employer and the Union will agree on a sole arbitrator to hear the grievance. The expenses and remuneration of the arbitrator shall be borne in equal amounts by the Union and the Employer. The Arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of the Collective Agreement.

(f) In the case of a suspension or discharge, the grievance may be submitted at **Step 2** of the grievance process.

(g) For any matter where the employee has a meeting with the Employer at any step of the grievance procedure concerning a grievance or potential grievance, the employee may be accompanied by representatives of the Union.

15.02 Policy Grievances

It is the intention of the parties that a policy grievance shall be reserved for disputes involving a question of general application or interpretation. These grievances will be submitted at Step Two of the Grievance Procedure in Article 15.01.

15.03 General

(a) Grievances may be delivered by fax, email, mail, or personally delivered.

(b) Any step of the grievance procedure may be omitted by the mutual agreement in writing by both parties.

(c) Any time limit fixed during the grievance procedure may be extended by mutual agreement in writing by both parties.

- (d) Subject to the rights pursuant to the OH&S Act, no employee shall refuse to perform and assigned duty or task because such employee considers that the terms of the Agreement have been violated. In any such instance, the employee shall perform the task and grieve later.
- (e) The time limits in this article will be deemed to be mandatory. Failure by either party to meet the time limits will result in the grievance being advanced to the next step.

15.04 Discipline

- (a) The Employer reserves the right to discipline, suspend, or discharge employees for just cause. The burden of proof shall be the Employers to bear when issuing any of the above-mentioned disciplines.
- (b) The Employer shall provide the Union with a copy of any written disciplinary notice within three (3) days of such action being taken.
- (c) An employee shall have the right of Union Representation at a meeting **called** by the Employer to advise of discipline, suspension, or discharge. Should the employee choose to decline representation, the employee will sign a waiver form indicating his/her choice.
- (d) An employee, accompanied by union representation, may request a meeting with the Employer to discuss the discipline, suspension or discharge within ten (10) working days of having received the discipline, suspension or discharge.
- (e) **An** employee may make an appointment for a meeting with the Employer to review the employee's personnel file. Such appointment shall be during the Employer's normal office hours. The employee shall **be** entitled to make a copy of any disciplinary information contained in the personnel file. **Further**, the employee shall have **the** right to reply in writing to any document placed in their personnel file and such reply shall become a part of the employee's record.
- (f) Where it is determined, through the grievance process that an employee has been unjustly disciplined, suspended, or discharged, the Employer shall forth with compensate the employee for any amounts as agreed between the parties or as determined by arbitration.
- (g) Records of discipline shall be removed from the employee's file if, within twenty-four (24) months following the discipline there has been no further discipline of the same or of a similar nature.

ARTICLE 16 – MEDICAL AND EYE EXAMINATION

16.01 The Employer agrees that fees for medical and eye examinations incurred as a requirement of the hiring process will be reimbursed to the driver upon successful completion of the probationary period.

- 16.02** Should the Employer instruct an employee to undergo a medical or optical examination to determine fitness to carry on or resume work, the expense of the examination will be borne by the Employer.

ARTICLE 17 – LICENSE FEES

- 17.01** The Employer agrees that license fees incurred as a requirement of the hiring process will be reimbursed to the driver upon successful completion of the probationary period.

ARTICLE 18 – TECHNOLOGICAL CHANGE

- 18.01** “Technological Change” means the introduction of equipment different in nature than that previously utilized that is likely to affect the employment security of employees in the Bargaining Unit.
- 18.02** In the event the Employer is considering the introduction of technological change, which results in the layoff of employees or change in classifications in the Bargaining Unit, the Employer shall provide the Union and employees affected as much reasonable written notice **as** possible to allow the opportunity for the Union to consult with the Employer on the impact of the technological change.
- 18.03** Where technological change results in the layoff of employees, the Employer shall, where feasible, provide reasonable training and time period to qualify such employees for available work.
- 18.04** Layoff **as** a result of technological change **will** be **in** accordance with Article 10 of this Collective Agreement.

ARTICLE 19 – GENERAL

- 19.01** In the event of a workplace accident, modified duties may be offered to an employee.
- 19.02** Should the Employer receive a traffic violation notice with respect to a specific driver the Employer must give immediate notice to the employee.
- The employee shall have the right to dispute the traffic violation, it is understood the employee must present proof of the legal disposition of the ticket no later than two (2) weeks before the payment due date. Failure to do so will result in a payroll deduction for the amount owing.
- 19.03** The Company shall maintain all vehicles in a safe operating condition in accordance with Government of Alberta regulations.
- 19.04** The Company will provide adequate forms for the employees to book the equipment for necessary repairs.
- 19.05** The Company will provide for a regular safety committee.

19.06 The Company shall provide an emergency telephone number for the employee on duty to contact the Company at any time.

The Company will provide all employees with an emergency telephone number when working nights and weekends.

ARTICLE 20 – CONFLICTING AGREEMENT

20.01 The Company agrees not to enter into any agreement or contract with employee covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

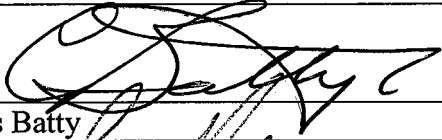
ARTICLE 21 – TERM OF THIS AGREEMENT

21.01 This Agreement shall be binding upon both parties from November 12th, 2008 to September 1st, 2011. This Agreement shall continue in force from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the 30th, day of June 2011 or in any subsequent year that it desires its termination or amendment.

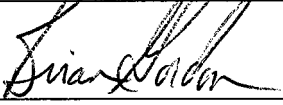
22 – BENEFIT AND BINDING

22.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns.

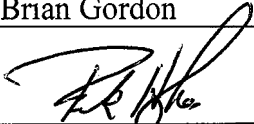
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Edmonton, AB



Chris Batty

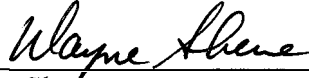


Brian Gordon

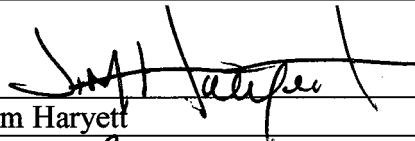


Rick Hughes

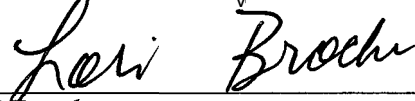
Teamsters Local Union 987
Of Alberta, Miscellaneous Employees
Edmonton, AB



Wayne Skene



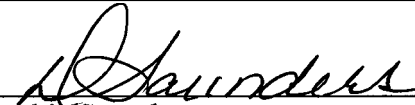
Jim Haryett



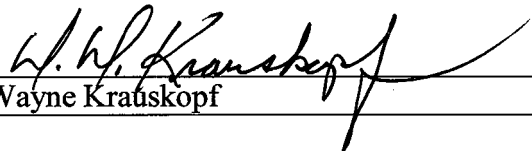
Lori Brochu



Sue Pritchard



Debbie Saunders



Wayne Krauskopf

SCHEDULE "A"

Re: Wages

All rates are per hour unless otherwise specified

	Ratification	01-Sep-09	01-Sep-10
DRIVERS:	3%	3%	3%
REGULAR ROUTES	\$17.00	\$17.50	\$18.03
SPECIAL NEEDS ROUTES	\$18.03	\$18.57	\$19.12
CONTRACT ROUTE - HIGHWAY			
Flat Rate Macklin (Round Trip)	\$250.00	\$257.50	\$265.23
Flat Rate Drayton Valley(Round Trip)	\$190.00	\$195.70	\$201.57
Flat Rate Slave Lake(Round Trip)	\$250.00	\$257.50	\$265.23

The above flat rate trips will receive a meal allowance of \$7.50 per round trip.

CONTRACT ROUTE - SHUTTLE	\$20.60	\$21.22	\$21.85
CHARTER	\$12.88	\$13.26	\$13.66

The parties agree to allow School Board specific wage improvements where applicable.

MAINTENANCE:	3%	3%	3%
LICENSED MECHANIC	\$30.90	\$31.83	\$32.78
LICENSED BODYMAN A	\$30.90	\$31.83	\$32.78
LICENSED BODYMAN B	\$24.57	\$25.30	\$26.06
BUS WASH/YARD WORKER	\$13.39	\$13.79	\$14.21
SHOP SERVICEPERSON A	\$22.66	\$23.34	\$24.04
SHOP SERVICEPERSON B	\$17.51	\$18.04	\$18.58
YARD SERVICEPERSON	\$15.45	\$15.91	\$16.39

Apprenticeship rates will be paid as per the Provincial regulations.

DISPATCH:	3%	3%	3%
DISPATCHERS	\$15.84	\$16.32	\$16.81

PREMIUM PAY			
DRIVER TRAINER	\$1.00	\$1.00	\$1.00
PARK OUTS (Per Winter Season)	\$25.00	\$25.00	\$25.00
BUS TRANSFERS	\$10.30	\$10.61	\$10.93
LEAD HAND - MAINTENANCE	\$1.00	\$1.00	\$1.00
TRAINING AND SAFETY MEETINGS*	\$12.88	\$13.26	\$13.66
ONLINE TRAINING*	\$12.88	\$13.26	\$13.66

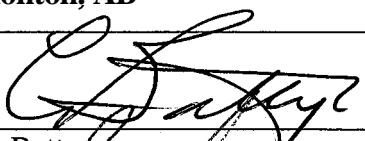
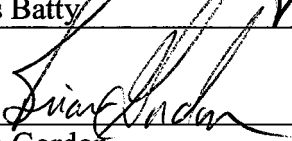
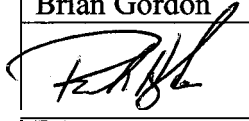
* Training pay applicable to post-hire training only. The time allocation for online training will be based on the complexity and the estimated average time required to complete the program with a minimum of one hour pay.


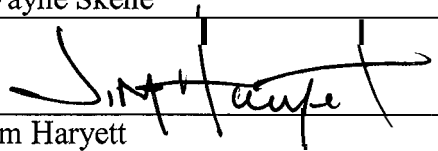
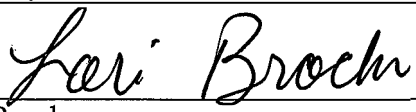
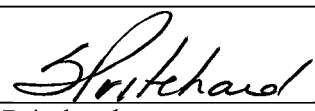
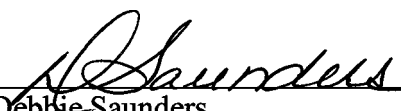
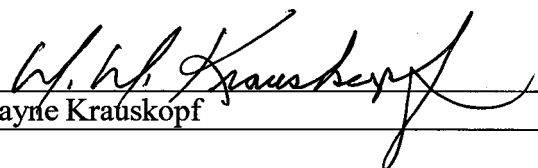
Retroactivity

Employees in active service at the date of ratification will receive a lump sum payment equal to the applicable percentage increase on ratification applied to their gross wages earned between November 12, 2008 and the last complete pay prior to ratification.

Employees hired after November 12, 2008 will have this payment calculation commence with their first day worked.

Signed at Edmonton, Alberta this 29th, day of June, 2009.

FirstCanada ULC Branch 31720 Edmonton, AB

Chris Batty

Brian Gordon

Rick Hughes

Teamsters Local Union 987 Of Alberta, Miscellaneous Employees Edmonton, AB

Wayne Skene

Jim Haryett

Lori Brochu

Sue Pritchard

Debbie Saunders

Wayne Krauskopf

SCHEDULE "B"

Employees shall be covered by the following provisions of the Collective Agreement:

ARTICLE 1 – RECOGNITION AND PURPOSE

Refer to Main Body.

ARTICLE 2 – DISCRIMINATION AND WORKPLACE HARASSMENT

Refer to Main Body.

ARTICLE 3 – DEDUCTION OF UNION DUES

Refer to Main Body.

ARTICLE 4 – NO STRIKE OR LOCKOUT

Refer to Main Body.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.01** Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, with an unpaid lunch not to exceed one (1) hour. Employees' shall receive a fifteen (15) minute paid break before and after lunch each day.
- 5.02** Employees shall be paid overtime at the rate of one and one-half (1 ½ x) times the regular rate for all hours worked beyond eight (8) hours from the start of their working day and forty (40) hours per week,
- 5.03** The Employer with due regard to seniority will allocate overtime to employees within the Unit who are willing and qualified to perform the available work.

ARTICLE 6 – GENERAL HOLIDAY

- 6.01** An employee who qualifies in accordance with the relevant provisions of the Employment Standards Code of Alberta shall be granted a holiday with pay for each holiday established under the Alberta Code. These general holidays are as follows:

New Years' Day	Labour Day
Alberta Family Day	August Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Payment will not apply during periods of lay-off

- 6.02** If a General Holiday falls on a non-working day, the employee shall receive eight (8) hours pay at regular rate for the day.

6.03 An employee who works on a General Holiday as outlined in Article 6.01 shall be paid at the rate of two and one-half (2.5x) times regular pay.

ARTICLE 7 – VACATIONS

7.01 Employees shall be entitled to annual vacation according to the following:

- One (1) year but less than five (5) years, two (2) weeks' vacation with pay. (4%)
- Five (5) years but less than eleven (11) years, three (3) weeks' vacation with pay. (6%)
- Eleven (11) or more years four (4) weeks' vacation with pay. (8%)

Any employee with an entitlement greater than the above (at Date of Ratification) will be red circled.

7.02 Management will establish an annual January to December vacation year.

Management will determine the maximum number of employees permitted to take vacation at any one (1) time. There will be a "No Vacation Blackout" during the last two (2) weeks of August and the first two (2) weeks of September.

Vacation selection shall be by seniority.

Employees shall make their first one (1) or two (2) week vacation selection no later than January 15th. The Employer shall post the first selections no later than January 31st.

Employees shall make the remainder of their vacation selections by February 15th and the Employer shall post by March 1st.

Should any employee not request their vacation weeks as listed above, the employee will select his vacation from what is available.

Employees requiring vacation weeks for the month of January shall request their weeks no later than December 1st of the previous year and shall be awarded on a first come – first serve basis. The Employer shall post these vacations once they have been approved.

Employees are not allowed to carry-over vacation into the next calendar year and employees not bidding vacation by September 15th will be assigned vacation dates by the Employer

7.03 When a General Holiday as defined in Article 6.01 occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay. The extra day(s) shall be taken at the beginning or the end of the vacation period as mutually agreed by the Employer and the employee.

ARTICLE 8 – WAGES

8.01 Employees shall be paid the applicable wage rate outline in Appendix “A” attached to this Schedule.

ARTICLE 9 – CALL OUT PAY

9.01 All employees who are called out by the Employer and report for work shall be paid a minimum of three (3) hours pay at the rate of pay applicable to the task performed as outlined in Schedule “A”.

ARTICLE 10 – SENIORITY

Refer to Main Body.

ARTICLE 11 – TEMPORARY ASSIGNMENTS

Refer to Main Body.

ARTICLE 12 – LEAVE OF ABSENCE

Refer to Main Body with the addition of:

12.01 Employees attending Company approved training courses to upgrade skills and abilities will be paid their normal rate of pay for such hours.

ARTICLE 13 – PAY ROLL PERIOD

Refer to Main Body.

ARTICLE 14 – MANAGEMENT AND LABOUR RELATIONS

Refer to Main Body.

ARTICLE 15 – GRIEVANCE PROCEDURE AND DISCIPLINE

Refer to Main Body.

ARTICLE 16 – MEDICAL AND EYE EXAMINATION

16.01 The Company agrees to provide cost shared medical benefit coverage for full-time employees covered under Schedule “B”. Coverage and premiums will be 75% Employer/25% employee paid for dental coverage, 50%/50% for Long Term Disability coverage and 100% Company paid for basic employee Life Insurance, Accidental Death and Dismemberment, Extended Health Care, and Short Term Disability.

All optional coverage is at the employee’s expense.

ARTICLE 17 – LICENSE FEES

17.01 Licensed Mechanics will be reimbursed the cost of maintaining the Commercial Vehicle Inspection License.

ARTICLE 18 – TECHNOLOGICAL CHANGE

Refer to Main Body.

ARTICLE 19 – GENERAL

Refer to Main Body.

ARTICLE 20 – CONFLICTING AGREEMENT

Refer to Main Body.

ARTICLE 21 – TERM OF THIS AGREEMENT

Refer to Main Body.

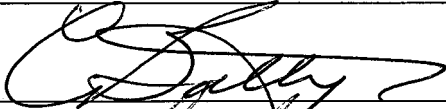
ARTICLE 22 – BENEFIT AND BINDING

Refer to Main Body.

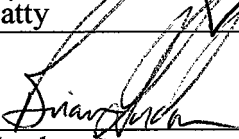
ARTICLE 23 – BOOT AND TOOL ALLOWANCE

- 23.01** Full time maintenance employees working as licensed mechanic, apprentice mechanic, shop serviceperson or yard serviceperson will be paid a combined boot and tool allowance of \$0.40 per regular hour worked in the classification.
- 23.02** The Employer agrees to provide Maintenance Employees, on an exchange and as required basis with a winter coat.
- 23.03** Maintenance Employees shall be provided with clean coveralls on the basis of 5 per week for in-shop employees and 3 per week for yard employees.
- 23.04** The Employer will supply gloves, Company approved safety glasses (prescription and non-prescription) and hard hats.

FirstCanada ULC
Branch 31720
Edmonton, AB



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Brian Gordon

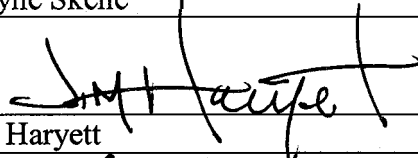


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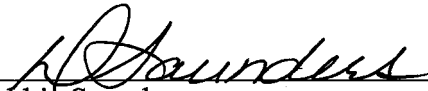
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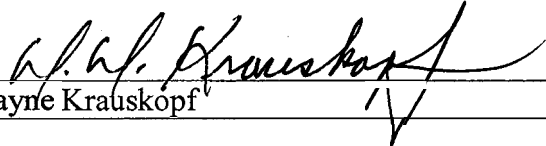
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WITHDRAWAL INFORMATION

Upon termination, lay-off, lengthy illness, worker compensation or disability you are advised to call your Union office as soon as possible to obtain a withdrawal card or transfer card, which will entitle you to re-enter the Union without further payment of Union dues or a re-initiation fee. You must obtain your withdrawal card as soon as you leave your place of employment as your dues must be paid up within the month in which you obtain your withdrawal card.

If you are a member that works for an Employer that contributes, on your behalf, to the Teamsters Local 987 Pension Plan it is your responsibility to pay dues during short-term disability, compensation or other leaves for medical reasons. You must contact the Union office immediately to make arrangements as you may qualify for Disability Pension Credits.

Withdrawal Cards may be obtained either in person or by mail to:

Teamsters Local Union 987
5663 Burleigh Crescent S.E.
Calgary, AB T2H 1Z7

or

Teamsters Local Union 987
17448 - 103 Avenue
Edmonton, AB T5S 2C8

Withdrawal cards cost twenty-five cents (\$0.25) which should be included along with your name, correct mailing address and Social Insurance Number.

Shop Stewards are not responsible to obtain your withdrawal card for you as it is not their duty to look after your business.

Should you require further information you may contact the Local Union office in Calgary at (403) 252-7843 or in Edmonton at (780) 483-7098.