

COLLECTIVE AGREEMENT

between

LIDLAW TRANSIT LTD.
of a FIRST STUDENT CANADA (Thornhill Branch Mechanics)
(hereinafter referred to as the "Employer")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "11 Union")

Expiry Date: March 31st, 2016

Table of Contents

Article

ARTICLE 1- PURPOSE..... 3

ARTICLE 2- RECOGNITION 3

ARTICLE 3- MANAGEMENT RIGHTS 3

ARTICLE 4 -UNION SECURITY 5

ARTICLE 5- UNION REPRESENTATION..... 6

ARTICLE 6- GRIEVANCE AND ARBITRATION 7

ARTICLE 7 -STRIKES AND LOCKOUTS..... 9

ARTICLE 8- SENIORITY 9

ARTICLE 9- LEAVE OF ABSENCE 10

ARTICLE 10- STATUTORY HOLIDAYS 11

ARTICLE 11- VACATIONS..... 12

ARTICLE 12- HOURS OF WORK AND OVERTIME..... 12

ARTICLE 13- BULLETIN ROARDS 13

ARTICLE 14- SAFETY & HEALTH 13

ARTICLE 15- WORKPLACE HARASSMENT..... 14

ARTICLE 16-PIPEDA 15

ARTICLE 17- GENERAL..... 15

ARTICLE 18- DURATION 17

SCHEDULE "A" 18

A MEMBER REMINDER ON WITHDRAWALS..... 20

ARTICLE 1- PURPOSE

1.01 The Company and the Union agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and Company, to promote efficiency and service, and set forth herein, the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

ARTICLE 2- RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all garage maintenance employees of First Canada ULC, carrying on business as First Student Canada, working in or out of the Thornhill Branch at 120 Doncaster Avenue, Thornhill, Ontario, excluding the shop foreperson, persons above the rank of foreperson and those employed in a confidential capacity in matters relating to labour relations.

2.02 Work normally performed by the bargaining unit members shall not be performed by any other employees, except for:

- (a) investigation, inspection and training;
- (b) evaluation or experimentation;
- (c) emergency situations where bargaining members are not available.

2.03 The Company agrees not to enter into any agreement or contract with its employees within the bargaining unit, individually, or collectively, which in any way conflicts with the terms and provisions of the Agreement.

2.04 If it becomes necessary to contract work to outside contractors beyond the current practice such contracting out will not directly result in the layoff or reduction of hours of existing employees in the bargaining unit.

ARTICLE 3- MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the operation and the direction of the working forces are fixed exclusively in the Company, and that the rights of the Company as they existed prior to the Union obtaining bargaining rights for the employees continue to exist, except as limited by this Agreement, and without limiting the said rights of the Company, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency and in connection therewith to

make, alter and enforce from time to time rules and regulations, policies and practices to be observed by the employees; discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge of an employee may be the subject matter of a grievance;

- (b) select, hire, transfer, assign to shifts, schedule vacations, promote, demote, classify, lay-off, or recall employees, and select employees for positions excluded from the bargaining unit;
 - (c) determine the location of operations, their expansion or their curtailment, the direction of working forces, schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments, the qualifications of an employee to perform any particular job, establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time, number of hours to be worked and the starting and quitting times; and,
 - (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
- 3.02 a) Except in cases of drinking on duty or proven dishonesty, 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 hearings, an employee shall be entitled to be represented by a representative of the Union. The Company agrees to give one (1) day prior notice to members of the union committee in the event it contemplates the dismissal of an employee. Nothing in this Clause shall, however, deprive an employee of exercising his full rights under the grievance procedure as set out in this Agreement.
- b) Letters of reprimand, adverse reports, record of suspension, or any disciplinary action shall be removed from an employee's file after twenty-four (24) months unless involving a severe infraction or a major accident but in no case longer than thirty-six (36) months, and cannot be used against them after that period.
- 3.03 The exercise of management rights shall be subject to the limitations contained in this Agreement and the Company shall not exercise its rights arbitrarily or in bad faith.
- 3.04 Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

ARTICLE 4 -UNION SECURITY

- 4.01 All employees shall as a condition employment maintain Union membership in good standing and complete an Application for Union membership and Union Deduction Authorization prior to commencement of employment. The Company will 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.
- 4.02 The Union shall supply required cards and all records regarding check-off of dues, which will then be forwarded to the union office.
- 4.03 Under this Agreement, the Company agrees to deduct monthly dues from the last pay due each employee, in each month, and remit the monies to the Union on or before the fifteenth (15) day of the following month. The Company will show the yearly Union dues deducted on employee T -4 slips.
- 4.04 The Company will deduct the Initiation Fee from each employee's first pay period after attaining seniority. The Initiation Fee will be forwarded to the Union office along with the regular dues.
- 4.05 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 amounts prescribed by Local 938 and forward the same to Local 938 along with the regular monthly dues. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.
- 4.06 When remittance is made, the Company will provide a list of all employees and the sums where deducted from each employee, using the Union's billing format. The Company provides the will Union with the employee's name, rate of pay, day of hire, department and other pertinent information that is practical for the Company to provide. The will be monthly of changes in the above information.
- 4.07 The Company not be responsible financially or otherwise, either to the Union or to any employee for to make deductions or making improper or for making improper or inaccurate deductions or remittances.

In the event of any action at law the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

The union will not call meetings at the employer's premises. Notwithstanding the above, the union may conduct reasonable site visits necessary for the administration of the union. Such visits must be preapproved by the Location

Manager or his/her designate. Such visits will not impede or restrict the operations of the employer.

- 4.08 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.

ARTICLE 5- UNION REPRESENTATION

- 5.01 The Union shall have the right to appoint or elect one (1) Shop Steward and one (1) alternate to represent its members.

- 5.02 The Parties agree that management and the union steward (who must be an employee of the Company) have a special obligation to uphold the terms of this Agreement.

The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.

The Union shall notify the Company in writing of the names of its officers, steward, and the union committees dealing with the Company. The Company is under no obligation to recognize any officers, steward, and union committees without receiving written notice.

The Steward 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. Failure to obtain such consent could result in discipline.

No person shall act as steward or negotiator who has not successfully completed his/her probationary period.

- 5.03 The Company will notify the Union about the suspension or discharge of a Steward.
- 5.04 The Company will schedule grievance meetings between the Employer and the Union during normal working hours therefore incurring no loss of regular pay for the employees.
- 5.05 The Business Representative assigned by the Local Union, or his designate, may enter the Company's premises for purposes of representation, investigation and general goodwill provided the Company is notified in advance at least twenty-four (24) hours where possible of such visit and permission is granted. Such permission will not be unreasonably withheld.

ARTICLE 6- GRIEVANCE AND ARBITRATION

- 6.01 Every effort will be made to settle an employee's complaints prior to a grievance being filed and will be dealt with between the employee and the Shop Supervisor or designate. The employee may have a Shop Steward with him if requested.

A grievance shall consist of only a dispute concerning interpretation and application of any clause in this Agreement and alleged violations of this Agreement and the remedy sought. If any questions arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.

- 6.02 Individual and group grievances must be signed and dated by the grieving employee(s) prior to the first stop of the grievance process in order to be eligible for arbitration.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

STEP 1: The grievance shall be in 'writing, copy of which shall be given to the immediate supervisor and to the employee's steward" The grievance must be presented within five (5) working days after the occurrence of the matter complained of and the immediate supervisor shall answer the grievance presented, in writing within five (5) working days after receipt. The grievance must be in a legible form and signed by the employee. Where special circumstances arise where the grievor cannot sign such grievance, the Business Agent may sign a grievance on behalf of an employee to satisfy the five (5) working day limitation. The grievor's signature must be presented before the supervisor is required to answer the grievance.

STEP 2: If the matter has not been settled, the shop steward of the employee involved may, within (5) working after receiving the written answer from the immediate supervisor, present the grievance in writing to the manager or nominee, who shall render a decision in writing within five (5) working days after receiving

STEP 3: If the matter is not settled the shop steward and/or representative may present the grievance to the Area General Manager, or Director of Labour Relations or nominee within five (5) working days after receiving a written decision of the Manager or nominee" Following the presentation of the grievance at this step there shall be arranged a meeting between management and the grievance committee (consisting of two (2) members only) including the Business Agent, that will take place in seven (7) working

days after' the grievance has been presented to the Area General Manager or Director of Labour Relations or nominee.

- 6.03 In the event that the matter has not been settled either Party may, within ten (10) working days of the aforesaid meeting, contact the other Party with its intent to proceed to arbitration.

The party desiring arbitration will give written notice of its intention.

The Company and the Union shall, within twenty (20) working days of the notification above appoint or select a sole Arbitrator. If they are not able to select an Arbitrator, either party may request the Minister of Labour to make the appointment.

The sole Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to him/her for disposal and his/her decision shall be final and binding on all parties concerned.

The parties will equally bear the expense of the Arbitrator.

No matter shall be submitted to a board of arbitration, which has not been properly carried through previous steps of the grievance procedure in accordance with the Agreement.

- 6.04 a) 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 2 of the Grievance Procedure outlined above.

b) Grievances involving the discharge of an employee may also be submitted at Step 2 of the Grievance Procedure outlined above.

- 6.05 Time set for grievance, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both Company and the Union. Time limits may be extended by mutual consent.

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

- 6.07 In any interview involving the discipline of an employee, the employee will be informed that they may, at their discretion, be accompanied by union representation.

- 6.08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to the arbitrator. The Arbitrator however shall have the power to vary or set aside any

penalty or discipline imposed relating to the grievance before him unless the discipline or penalty is mandated by the terms of this agreement.

ARTICLE 7 -STRIKES AND LOCKOUTS

7.01 The Union agrees that during the term of this Agreement there will be no strike or other interference with, or interruption of, the normal operation of the Company's business. The Company agrees that there will be no lockout during the term of this Agreement.

7.02 Both parties acknowledge the employees right under Part II of the Canada Labour Code when crossing a picket line involving a work stoppage.

ARTICLE 8- SENIORITY

8.01 The term seniority shall be considered to mean length of continuous Company service date within the jurisdiction of this Agreement.

8.02 a) In the event of a layoff the Company shall consider the qualifications and skills of the employees;

b) Where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

8.03 Seniority lists shall be prepared and posted by the Company every six (6) months. The Company shall also provide two (2) copies for the Union. A seniority list containing names and date of hire of maintenance mechanics as contained in the records of the Company will be forwarded to the Local Union semi-annually. Within ten (10) calendar days of posting the seniority list, and provided there has been no objection raised by the union or employees the list shall be deemed accurate although errors will be corrected at any time when the parties become aware of such.

8.04 During the first ninety (90) calendar days of employment an employee shall be considered on probation, during which time the employee may be discharged or disciplined without recourse to the Grievance Procedure. After completion of the ninety (90) calendars day's probationary period an employee's name shall be placed on the seniority list, with seniority dating from the date the employee first commenced work with the Company.

8.05 An employee shall lose all seniority, his name shall be removed from the seniority list and the employee shall be deemed terminated by the Company for any one of the following reasons:

(a) should he voluntarily quit his employment or if he is retired;

- (b) should he be discharged for just cause and not reinstated through the grievance procedure;
- (c) should he fail to report for work within five (5) working days after being notified to return to work by registered mail, at the last address supplied to the Company, following lay-off;
- (d) should he be absent from work for more than three (3) working days without notifying the Company of valid reasons for such absence;
- (e) failure to report to work immediately after the expiration of any leave granted to him/her, working on a leave of absence without the permission of the company or securing a leave of absence for reasons other than those for which the leave was granted;
- (f) should he be absent from work due to a disability for a period of twenty four (24) months, subject to the Company having satisfied its duty to accommodate as provided for under applicable human rights legislation;
- (g) where the employee is on lay-off for a period of eighteen (18) months or the time equal to his length of service, whichever is the shorter; or
- (h) Failure of a mechanic to have and maintain a valid "G" driver's license and a 310 "S&T" mechanic's license which the government may change from time to time with any appropriate and required government endorsements to those licenses, provided however, that no newly hired mechanic will be deemed terminated as long as the mechanic obtains an S and T mechanic's license within a period of twenty-four (24) months following her/his date of hire or for current employees the day of ratification unless the union and the company mutually agree to extend the time limits in writing.

ARTICLE 9- LEAVE OF ABSENCE

9.01 Bereavement Leave

In the event death in the immediate family (father, mother, wife, husband, son, daughter, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, step-parents, mother-in-law, father-in-law) an employee will be given the necessary time off to attend the funeral and will be paid three (3) days be time off to attend the funeral immediately following the day of death, at the applicable rate provided they are scheduled to work. If more time is required for any reason relating to the death, a leave of absence may be granted without pay.

9.02 Paid Jury or Court Witness Duty Leave

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay at straight time.

9.03 Maternity, parental and adoption leave

Maternity, parental and adoption leave shall be granted in accordance with the provisions of the Canada Labour Code.

9.04 The Company may grant leave of absences without pay to any employee for personal reasons. All such requests for leaves of absence and all replies to such requests must be given in writing with a copy to the union, prior to fifteen (15) working days notice except in cases of emergency. When such permission is granted, there shall be no loss of seniority or benefits (subject to below) for the time absent.

Employee who are granted a leave of absence for greater than thirty (30) calendar days and who wish to maintain their benefits during a leave of absence must provide the company with a check for the FULL costs (both employee and employer portion) of the benefits premiums prior to the first day of the leave of absence. Failure to do so will result in the benefits being cancelled and the employee may have to apply for benefits subject to the plan.

The employee, in the case of sickness or accident, shall notify the Company one half (1/2) hour before his starting time, exclusive of circumstances beyond employee control

ARTICLE 10- STATUTORY HOLIDAYS

10.01 An employee who qualified in accordance with and this collective agreement shall be granted a holiday with pay for each holiday established below:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day.

10.02 The Parties agree to recognize Easter Monday as a statutory holiday in lieu of

Remembrance Day.

10.03 In order to qualify for any of the holidays with pay specified in paragraph Article 10.01 above, an employee:

- (a) must have been employed as a member of the bargaining unit and available for work for at least thirty (30) previous calendar days;
- (b) must be entitled to wages for a least fifteen (15) days out of the preceding thirty (30) days prior to the holiday;
- (c) must have worked his last full scheduled day immediately preceding the holiday and his first full scheduled day immediately following the holiday; and
- (d) must be available for duty on such holiday if it occurs on the employee's scheduled day, except if the holiday falls during the employee's vacation or the employee is unable to work due to a personal injury not covered by the Workers' Safety and Insurance Act; but
- (e) No employee who is off work due to a suspension, leave of absence, illness or Worker's Compensation shall be entitled to pay for any holiday occurring within such absence.

ARTICLE 11- VACATIONS

11.01 a) All new employees will receive 4% of their vacation earnings and be eligible for two (2) week's vacation.

b) Employees who complete five (5) years of service prior to hire date of any year will be eligible for three (3) week's vacation and have their accrual increased from 4% to 6% effective with the first pay of July in the previous year.

c) Employees who complete ten (10) years of service prior to hire date of any year will be eligible for four (4) weeks and have their accrual increased from 6% to 8% effective with the first pay of July in the previous year.

11.02 Vacation time off must be approved by the Company and will do such with regards to operational demands.

ARTICLE 12- HOURS OF WORK AND OVERTIME

12.01 All maintenance shift changes shall be posted seven (7) days in advance, excluding summer, Christmas and March break hours.

12.02 If a mechanic or apprentice is called into work or called back to work he will be guaranteed a minimum of three (3) hours pay.

12.03 Hours of Work and Overtime

- a) The standard hours of work shall be five (5) eight (8) hour days with a one (1) hour unpaid lunch and two (2) paid fifteen (15) minute breaks;
- b) Employees will be paid overtime at the rate of time and one-half (1 and 1/2) for all hours worked in excess of eight (8) hours in a day or forty hours in a week;
- c) Overtime must be approved in advance by the foreman or nominee;
- d) Overtime shall be assigned on a voluntary basis. Available employees shall be offered the overtime. Should there be insufficient volunteers, the Company shall have the right to both schedule the required overtime by rotation among the qualified employee(s) in the bargaining unit and compel them to perform the necessary work. The Company shall provide advance notice, if practicable.

ARTICLE 13- BULLETIN ROARDS

13.01 The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board, conspicuously placed and provided for that purpose, provided they are authorized and signed by an officer of the Local Union and the Company.

ARTICLE 14- SAFETY & HEALTH

14.01 The Company agrees to institute and maintain all precautions to provide for a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II ("CLCII").

14.02 Subject to the current practice of joint branch wide health and safety committee the Company further agrees to the establishment of a joint Health & Safety Committee.

The duties the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. The committee shall meet regularly for the purpose of discussing safety problems and as the need but in no event shall such committee meet than nine (9) times in a calendar year.

Two co-chairpersons shall be elected every two years by and from the members of the committee. One co-chair shall be a union member; the other shall be a company member. Co-chairperson will be trained and certified by the THSAO.

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

14.03 Employees will be required to submit a medical certificate at the employee's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses.

14.04 All bargaining unit members will be governed by and required to comply with the following safety policies, guidelines and legislative requirements, as amended from time to time:

- a) First Canada's Mechanics Policy & Procedures Handbook;
- b) First Canada's Standard Operating Procedures (SOP's);
- c) First Canada's Maintenance Safety Orientation and Training;
- d) Standards held within MTO regulations;
- e) Regularly scheduled tool box meetings and the
- f) Employee Handbook

Nothing in the above abrogates or removes the union's rights to grieve any policy deemed unfair or in violation of this agreement.

14.05 It is understood that the nature of work for mechanics may be within the garage area, exterior yard (property) as well as service calls that require the maintenance employee to perform duties outside the Company premises. Maintenance staff will be ready to perform their duties at their designated start time and their designated work station. Maintenance staff will be allowed 15 minutes at their designated end time to perform normal closing procedures and clean-up.

ARTICLE 15- WORKPLACE HARASSMENT

15.01 The Company and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to

any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or affiliations, or because his/her membership or activities or lack membership or in the Union.

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

The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to 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 or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

15.03 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.

15.04 The employer will post the "Harassment Hotline number" for all employees.

ARTICLE 16-PIPEDA

The Union and the Employer agree to endorse the principles outlined in the Personal Information Protection and Electronic Documents Act. The Union and the Employer also agree to apply privacy protection principles to any personal information that is disclosed to either party during the course of the administration of the collective agreement and the collective bargaining relationship.

The Union and the Employer agree that the Employer's privacy policy shall govern both the Union's and the Employer's obligations to protect personal information about employees.

ARTICLE 17- GENERAL

17.01 The employee must provide a copy of their valid "G" driver's license and, if they are a mechanic, their valid "A310 S&T" mechanics license (as may be changed from time to time) and any appropriate government endorsements to

those licenses annually.

If for any reason the aforesaid license, classification or endorsement is cancelled, suspended or otherwise revoked, the employee must notify the employer and may be subject to discipline, up to and including dismissal. Failure to notify the employer will result in the immediate dismissal of the employee, if the was aware, or should have been aware of the cancellation, suspension or revocation.

- 17.02 This Agreement constitutes the terms and conditions under which bargaining unit members will be employed. Any amendment to the terms and conditions provided in this agreement will be a matter of negotiations between the Union and the Company, and amendments will not be implemented without the mutual agreement of the parties hereto.
- 17.03 To the extent any new legislation is enacted which renders any provision of this Agreement void or unenforceable, the minimum standard established by legislation will apply in lieu of the provision that has become void or unenforceable.
- 17.04 The Company and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.
- 17.05 The Company shall continue the monthly shop meetings to discuss problems and working conditions and health and safety during normal working hours.
- 17.06 The employee is solely responsible for advising the Company of their current address, phone number and if available e-mail address. Failure to provide this information or to update this information as required absolves the Company of any liability regarding a claim made by an Employee or the Union under this collective agreement.

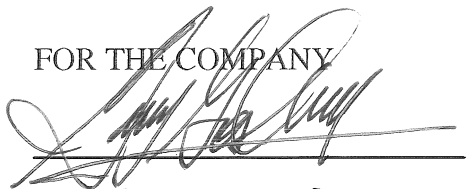
ARTICLE 18- DURATION

18.01 The duration of this Agreement shall be from April 8 2013, to March 31 2016.

The Company will endeavour to make available for signing, a copy of the Agreement within ninety (90) days after ratification

Dated this ^{11th} day of April, 2013

FOR THE COMPANY


B. Linn
Pete Delane.

FOR THE UNION

J. Gann
T. Blinn

SCHEDULE "A"

WAGES

Effective	Mechanics Rate	Bus Washer Rate
April 1, 2013	\$28.78	\$13.38
April 1, 2014	\$29.14	\$13.55
April 1, 2015	\$29.72	\$13.82

LEAD HAND MECHANIC

Should the employer deem to require a lead hand, such appointments shall be at the sole discretion of the Employer. The employee awarded "lead hand" will remain a bargaining unit employee and will receive additional compensation of fifty- two cents (\$0.52) per hour for each hour worked as a lead hand.

RRSP

Eligible employees may participate in the RRSP program that allows employees to contribute up to six percent (6%) of their base pay into the program. The Company will match fifty percent (50%) of the employee's actual contribution. The Company match will not exceed three percent (3%) of the employee's base pay.

SICK DAYS

Mechanics will receive six (6) sick days per year which shall not accumulate from year to year. Where the employer has concerns about an employee's absenteeism or fitness for work, they may request medical certification, at the employee's expense, before returning to work.

UNIFORMS

Employees will, as per Company policy, have available for their use eleven (11) uniform sets each (10) regular working days. A uniform set is defined as either coveralls or a shirt and pant. The employee must decide on either coveralls or shirt and pant sets. The current practice of uniform cleaning will continue.

WINTER JACKETS

Employees will receive a winter jacket. If required the jacket may be replaced at the discretion of the Company.

BOOT ALLOWANCE

Effective on the date of ratification, employees will receive a boot allowance for "green patch" safety boots of up to one hundred and thirty-five dollars (\$135.00) annually on the first pay period in December on a separate check, upon presentation of a receipt.

ON CALL WAGES

Mechanics who are requested to be on-call will be compensated seventy-five dollars (\$75.00) for each Monday through Friday on-call period and seventy-five dollars (\$75.00) for weekend and/or statutory holidays that fall on Monday or Friday on-call period. The on-call Mechanic will be provided with a cellular phone for their use during any on-call assignments. The phone is to be used strictly for Company business.

MILEAGE

If an employee has to use his own vehicle, a mileage allowance of fifty cents (\$0.50) per kilometer will be paid subject to the Employers national policy. The mileage allowance will be not being reduced during the life of the collective agreement.

TOOL ALLOWANCE

Effective on the date of ratification, mechanics will receive a tool allowance of two hundred dollars (\$200) annually and by separate cheque.

PRESCRIPTION SAFETY GLASSES

Employees who are required to wear safety glasses are eligible to be reimbursed one hundred and fifty dollars (\$150.00) for one (1) pair of safety glasses that are required because of a new prescription, a change in the prescription or damage to the lenses.

HEALTH AND WELFARE

Current benefit plan and current cost sharing

Apprentice Wages

1st Year Apprentice:	60% of Journeyman's Wage
2nd Year Apprentice:	70% of Journeyman's Wage
3rd Year Apprentice:	80% of Journeyman's Wage
4th Year Apprentice:	90% of Journeyman's Wage
One Trade Licence:	95% of Journeyman's Wage
Both Truck & Transport and Automotive Licences:	100% of Journeyman's Wage

A MEMBER REMINDER ON WITHDRAWALS

Before a Withdrawal can be issued, the International Constitution and Local Union By- Laws require that a member has paid all financial obligations to the Union.

WITHDRAWALS will, in future, be Issued on request for the following reasons:

- 1.) if you are LAID OFF
- 2.) if you TERMINATE YOUR EMPLOYMENT
- 3.) if you are DISCHARGED
- 4.) if you are on SICKNESS OR INJURY
- 5.) If you are on WORKERS' COMPENSATION
- 6.) if you are on PARENTAL LEAVE
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE

It is the sole responsibility of the member to apply for a Withdrawal immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be Issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal is applied for. The application must be sent within 90 days by the member directly to the Union office either in person, by mail, or fax.

The application for a Withdrawal Is self-explanatory, but all information needs to be completed.

Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded online from our website at www.teamsters938.org.

PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.