

COLLECTIVE AGREEMENT

Between

FIRST STUDENT ULC
0/A FIRST STUDENT CANADA (Markham Branch Mechanics) (hereinafter referred
to as the "Company")

And

TEAMSTERS LOCAL UNION 938
Affiliated with the International Brotherhood of Teamsters
(Hereinafter referred to as the "Union")

Effective Date: September 1st, 2014 to August 31st, 2017

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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 Student ULC carrying out business as First Student Canada working in and out of the Markham Branch at 30 Heritage Road, Markham, Ontario excluding foremen those above the rank of foremen and those employed in a confidential capacity in the matters relating to labour relations.

2.02 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.

2.03 If it becomes necessary to contract work to outside contractors, 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 acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, discipline, and efficiency;
- b) Hire, discharge, classify, transfer, promote, demote, and suspend or otherwise discipline employees subject to the provisions of this Agreement which may be subject to grievance;
- c) To manage the industrial enterprise in which the Company is engaged, including all matters concerning the operation of the business not specifically dealt with elsewhere in this Agreement;
- d) Make and alter from time to time employment rules, regulations and policies which are just and fair and shall not be inconsistent with the provisions of this agreement. The Company agrees that it shall provide the Union with a copy of those rules, regulations and policies, which are made or altered by the Company from time to time. In addition, the

Company will provide the Union with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented. In matters of discharge of employees for just cause, the employee may not be deprived of the Grievance Procedure.

- e) Determine the location of operations, their expansion or their curtailment, the direction of working forces, the subcontracting out or subcontracting in of work (subject to Article 2.03), 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 subject to Article 12.01(a) and 12.01(b).

The Company agrees that the above functions will be exercised in a manner consistent with the provisions 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.

- 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, and cannot be used against them after that period.

3.03 The Company agrees that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership or

non-membership in the Union or any labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.

- 3.04 Any new Company employment policy or procedure will be communicated in writing to all employees prior to implementation.

ARTICLE 4- UNION SECURITY

- 4.01 All employees shall as a condition of 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 (15th) 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 will provide the Union with the employee's name, rate of pay, date of hire, department and other pertinent information that is practical for the Company to provide. The Union will be advised monthly of changes in the above information.
- 4.07 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.

4.08 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of actions, claims and demands or any other form of liability arising as a result of any action taken by/against the employer for the purpose of applying this Article.

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 Employees shall not be eligible to serve as Shop Stewards unless they have been in the Company's continuous employ for at least six (6) months. The Union shall notify the Company of the name of the Shop Steward before the Company shall be required to recognize them.

5.03 a) It is understood that Shop Stewards have their regular work to perform, and if it is necessary to service a grievance during working hours they will not leave their work without first obtaining permission of the Company or immediate Supervisor.

b) Grievances will be dealt with during normal working hours therefore no loss of pay.

5.04 The Company will notify the Union about the suspension or discharge of a Steward.

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.

5.06 a) The Company shall provide the Business Representative with a copy of any disciplinary notice within seven (7) working days of such action being taken. Except in a situation where the employee is immediately suspended or discharged due to the risk of harm to the employee, others and/or Company equipment. In such cases, the Union will be informed of the action taken within one (1) working day.

b) An employee shall have the right to Union Representation at a meeting called by the Company to advise the employee of formal discipline including a verbal warning noted on file, written warning, suspension or discharge.

c) Where it is determined, through the grievance process that an employee has been unjustly disciplined, suspended or discharged, the employer

shall forthwith compensate the employee for any amount as agreed between the parties or as determined by arbitration.

ARTICLE 6-GRIEVANCE PROCEDURE 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. 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 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.

STEP 2:

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

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 Location 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 in an endeavour to agree on a single arbitrator. Failing agreement within five (5) working days, arbitration will be instituted under the following conditions:

6.04 The two (2) nominees of the Parties shall, within five (5) working days appoint or select a single arbitrator, but if they are not able to agree on the selection of an arbitrator, they shall request the Minister of Labour to make the appointment.

6.05 The arbitrator shall then forthwith consider and determine the matters in issue which have been submitted for disposal and the decision shall be final and binding on all Parties concerned.

The Arbitrator shall not have the right to alter or change any provisions in this agreement, or substitute any new provision in this agreement, or substitute any new provision in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

6.06 Each of the Parties hereto shall equally share the expense of the single arbitrator.

6.07 No matter shall be submitted to a single arbitrator which has not been properly carried through previous steps of the grievance procedure in accordance with this Agreement.

6.08 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 will be submitted at Step 2 of the Grievance Procedure outlined above.

6.09 Other than the initiation of a grievance, when either Party violates the time limits then the grievance will proceed to the next step. The Union will advise the Company in writing when a grievance is dropped. Failure to advance to the next step within the prescribed time limits will be considered as abandonment of the grievance.

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

- 6.11 Disciplinary action, where necessary, will not be unduly delayed.
- 6.12 In any interview involving the discipline of an employee, the employee may be accompanied by the Shop Steward, at the employee's discretion. It is the Company's responsibility to inform the employee of the right to have a union representative attend the meeting with the employee.

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 Employees covered by this Agreement shall have the right to refuse to cross any picket lines arising out of a labour dispute where safety of the employee is a legitimate concern. 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 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 An up-to-date seniority list containing the names and starting dates shall be prepared and posed January and July of each year. The Company shall also provide a copy to the steward and the Local Union Business Representative.
- 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) calendar days 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's employment shall be terminated for any of the following reasons:
- a) if an employee voluntarily quits;

- b) If an employee is discharged and is not reinstated pursuant to the Grievance Procedure, as provided in this Agreement;
- c) If an employee has been laid off and not employed elsewhere and has refused to return to work within forty-eight (48) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of receiving notification to report for duty;
- d) if an employee overstays a leave of absence without securing an extension in writing from the Company of such leave of absence;
- e) If an employee is absent from work for more than three (3) consecutive working days without securing a leave of absence;
- f) If an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working months.
- (g) should he be absent from work due to a disability for a period of thirty six (36) months, subject to the Company having satisfied its duty to accommodate as provided for under applicable human rights legislation.**
- (h) Failure of a Technician or Apprentice to be registered and in good standing with the Ontario College of Trades subject to Article 17.02.**

8.06 The Company shall grant a leave of absence of thirty (30) days or more without pay to any employee for legitimate reasons. All such requests for leaves of absence and all replies to such requests must be given in writing with a copy to the Business Representative with 15 working days notice except in cases of emergency. Such requests shall not be unreasonably withheld. When such permission is granted, there shall be no loss of seniority or benefits for the time absent.

For absences less than thirty (30) days employees shall make such requests in writing with 15 working days notice except in cases of emergency.

8.07 The employee shall give the Company twenty-four (24) hours' notice of when he is able to return to work and may be required to provide a doctors' note. However, an employee off work as set out above shall not be returned to work out of seniority order if layoffs are in effect under the terms of the Collective Agreement.

The employee, in the case of sickness or accident, shall notify the Company two (2) hours before his starting time, exclusive of circumstances beyond employee control.

ARTICLE 9-LEAVES OF ABSENCE

9.01 Bereavement Leave

In the event of 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 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 travelling, 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 shall be granted in accordance with the provisions of the Canada Labour Code.

9.04 The Company may grant to all present employees who are covered under this Agreement an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with their respective company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

9.05 On January 1st of each year each regular employee having twelve (12) months or more of service will be granted one (1) sick day with pay per calendar year.

In order to qualify the employee must provide a valid doctors note.

ARTICLE 10-STATUTORY HOLIDAYS

10.01 An employee who qualified 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 or any additional holidays listed 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.

ARTICLE 11- VACATIONS

- 11.01 a) All new employees will receive 4% of their vacationable earnings and be eligible for two (2) weeks' vacation.
- b) Employees who complete five (5) years of service prior to July 1st of any year will be eligible for three (3) weeks' 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 July 1st of any year will be eligible for four (4) weeks have their accrual increased from 6% to 8% effective with the first pay of July in the previous year.
- d) Vacation pay accrued and entitled to an employee shall be paid on the last pay period in June by separate check.

ARTICLE 12-ALLOCATION AND HOURS OF WORK

- 12.01 (a) For all mechanics, the normal work day shall be eight (8) hours Monday through Friday, including two paid fifteen (15) minute breaks. Each mechanic must punch in at the start of the work day out/in at lunch break and out at the end of the work day. The normal work week shall be forty (40) hours in any one (1) week. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, shall be paid at one and one-half (1 1/2) times the regular rate of pay.
- (b) All maintenance shift changes shall be posted seven (7) days in advance, excluding summer, Christmas and March break hours.
- (c) Overtime must be approved in advance by the shop supervisor or nominee.

12.02 Mechanics may be compensated for overtime in either of the following ways:

- a) Mechanics will be paid overtime according to Article 12.01 (a); or,
- b) Mechanics will be permitted to bank overtime at time and one-half (1 1/2) for overtime worked, provided that:
 - i) The employee request to bank overtime at the time it is assigned;
 - ii) The banked time is taken before the end of the fiscal year or the banked time will be paid out;
 - iii) A maximum of sixteen (16) overtime hours are banked per year; and,
 - iv) Banked time must be taken in blocks of not less than eight (8) hours.

ARTICLE 13-BULLETIN BOARDS

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 guarantee all employees a safe and healthy workplace. It is equally recognized to be in the best interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the Canada Labour Code Part II ("CLCII").

14.02 The Company further agrees to the establishment of a joint Health & Safety Committee. 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. The committee shall meet regularly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year.

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-chairpersons 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 the bulletin boards.

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

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

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

The members of a Committee are entitled to take the time required during their regular working hours to prepare for and attend meetings and perform any of their designated functions as authorized by the co-chairpersons (both) of the Committee. Committee members have the right and obligation to participate in

identifying and correcting job- related health and safety concerns.

In the event an employee performs any of their designated functions outside regular working hours as authorized by the Co-Chairpersons (both) of the Committee, the employee shall be paid for all time at the regular hourly rate.

- 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.

ARTICLE 15- WORKPLACE HARASSMENT

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

- 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 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 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.

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.

Harassment is not:

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

Filing a complaint:

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

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

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser 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.

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.

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

Resolution:

The joint investigators will then complete the report on the findings of the investigation and a copy of the 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 ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and Union 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 16-PIPEDA

16.01 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 All mechanics will be governed by certain policies and procedures within the following Company guidelines:

- a) Standards held within MTO regulations
- b) Canada Labour Code

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

The Union recognizes the Company's right to formulate policy, however, the Union maintains rights to grieve any policy or discipline deemed unfair or in violation of this agreement.

Where the implementation of new policies requires employee training, such training will be provided before the employee signs for receipt of the policy.

No Company employee shall allow a vehicle to be on the road when there is a known safety defect which might affect the safety of our passengers or drivers.

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 arrive to work ready to perform their duties at their designated start time and allow 15 minutes at their designated end time to perform normal closing procedures and clean-up.

17.02 It will be the responsibility and a condition of employment of each mechanic to maintain a valid "G" driver's' license and a 310 "S&T" mechanic's license with any appropriate and required government endorsements to those licenses.

If the Company hires a mechanic with only an S or a T license it will be the responsibility of that mechanic and a condition of employment to commence the apprenticeship program for the other license within three (3) months of the date of hire.

For current mechanics, as of the date of ratification, that only have an S or a T license it will be the responsibility of that mechanic and a condition of employment to commence the apprenticeship program for the other license within three (3) months of the date of ratification, and meet the requirements of that apprenticeship through to journeyman's status.

The employee must provide a copy of their valid "G" driver's license and their valid "310 S&T" mechanics license (as may be changed from time to time) whichever the case may be and any appropriate endorsements to those licenses annually.

The Employee as a condition of employment is required to notify the Company if either licenses are cancelled, suspended or otherwise revoked.

It will be the responsibility and a condition of employment of each apprentice to maintain a valid "G" drivers' license.

- 17.03 The Company and the Union shall continue the monthly shop meetings to discuss problems and working conditions and health and safety.
- 17.04 The Company and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement subject to Article "Lead Hand Classification".
- 17.05 The Company agrees to maintain an outside area with a picnic table.
- 17.06 Where the Company or legislation requires an employee mechanic to take further training in order to maintain their "S&T" license, the employee will be paid for all time spent in training at their regular hourly rate of pay.
- 17.07 The Company and the Union shall establish a Labour-Management Committee to meet six (6) times per year to discuss problems and working conditions. Employees will be paid at their regular hourly rate for all time spent in Labour-Management meetings.
- It is understood and agreed that matters that are the subject of negotiations or the grievance/arbitration process shall not be topics for the Labour Management meetings.
- 17.08 The Company will supply lockers or suitable space for hanging and storing clothing for all employees.
- 17.09 The Company agrees to maintain the lunchroom and washroom in accordance with the Canada Labour Code.

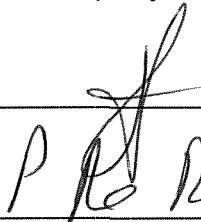
ARTICLE 18- DURATION OF AGREEMENT

The duration of this Agreement shall be from September 1, 2014 to August 31, 2017.

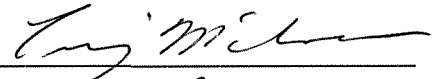

The Company will endeavour to make available for signing, a copy of the Agreement within ninety (90) days after ratification.

Dated at Barrington this 1st day of April, 2015

For the Company


P. R. R.

For the Union

SCHEDULE "A"- WAGES

Wages

Mechanics

Effective September 1, 2014	\$30.69(1.25%)
Effective September 1, 2015	\$31.07 (1.25%)
Effective September 1, 2016	\$31.46 (1.25%)

Bus Washer A

Effective September 1, 2014	\$16.18(1.25%)
Effective September 1, 2014	\$16.38 (1.25%)
Effective September 1, 2016	\$16.58(1.25%)

Bus Washer B

Effective September 1, 2014	\$12.74(1.25%)
Effective September 1, 2015	\$12.90(1.25%)
Effective September 1, 2016	\$13.06 (1.25%)

Apprentice Mechanics

Starting Rate:	50% Mechanic rate
2nd Year:	60% Mechanic rate
3rd Year:	70% Mechanic rate
4th Year:	80% Mechanic rate
5th Year:	90% Mechanic rate
S or T Designation:	95% Mechanic rate

S&T Designation:

100% Mechanic rate upon receipt of certification letter.

Shift Premium:

For all regularly scheduled hours worked between 6:00p.m. Until 6:00 a.m. the employee shall receive \$0.50 /hour.

LEAD MECHANIC CLASSIFICATION

The Company may, based upon the requirements of the business, occasionally and on an interim basis require a Lead Mechanic. In this event, the position will be posted and awarded based upon qualifications and seniority. The employee awarded this interim assignment will remain a bargaining unit employee throughout the assignment and will receive additional compensation of \$1.00 per hour for each regular hour worked plus \$1.50 per hour for each overtime hour worked.

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.

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.

WINTER JACKETS

Employees will receive a winter jacket every two (2) years. If required the jacket may be replaced earlier at the discretion of the Company.

BOOT ALLOWANCE

Effective on the date of ratification, employees will receive a boot allowance of **one hundred and fifty dollars (\$150.00)** annually and by separate cheque

TOOL ALLOWANCE

Effective on the date of ratification, mechanics will receive a tool allowance of **two hundred and twenty five dollars (\$225.00)** annually and by separate cheque

ON CALL WAGES & CELL PHONE

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 each Saturday and Sunday 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.

LETTER OF UNDERSTANDING #1

Between

FIRST STUDENT ULC
O/A FIRST STUDENT CANADA
(Markham Branch Mechanics)
(Hereinafter referred to as the "Company")

And

TEAMSTERS LOCAL UNION 938
(Hereinafter referred to as the "Union")

Re: Mechanic Designations

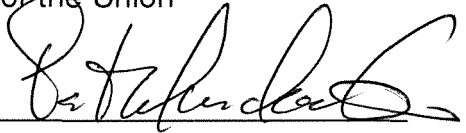
If a Mechanic does not complete their designations by the end of the terms set out in 17.02, the Company and the Union shall meet to discuss.

Dated at Burlington this 1st day of April, 2015

For the Company



For the Union



LETTER OF UNDERSTANDING #2

Between

FIRST STUDENT ULC
O/A FIRST STUDENT CANADA
(Markham Branch Mechanics)
(Hereinafter referred to as the "Company")

And

TEAMSTERS LOCAL UNION 938
(Hereinafter referred to as the "Union")

Re: Shop Supervisor & Assistant Shop Supervisor

The Company and the Union acknowledge the implementation of the positions of Shop Supervisor and Assistant Shop Supervisor. Both of these management positions shall be non- bargaining unit positions.

Dated at Burlington this 15th day of April, 2015

For the Company

PNL

For the Union

[Signature]

LETTER OF UNDERSTANDING #3

Between

FIRST STUDENT ULC
O/A FIRST STUDENT CANADA
(Markham Branch Mechanics)
(Hereinafter referred to as the "Company")

And

TEAMSTERS LOCAL UNION 938
(Hereinafter referred to as the "Union")

Re: Bargaining Unit Work

Non-bargaining unit employees will not perform any bargaining unit work except in cases of emergency.

Dated at Burlington this 15th day of April, 2015

For the Company

Pete DeDase

For the Union

Patalindoo

LETTER OF UNDERSTANDING #4

between

FIRST STUDENT ULC
O/A FIRST STUDENT CANADA
(Markham Branch Mechanics)
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

Re: Grandfathering

Felix Dela Cruz will receive one hundred (100%) of the Mechanics rate and the appropriate increases as well as the signing bonus. The Company will waive its right under Article 17.02 of the Collective Agreement with respect to Mr. Dela Cruz.

Spencer Slaney will receive one hundred (100%) of the Mechanics rate and the appropriate increases as well as the signing bonus. The Company will NOT waive its right under Article 17.02; however it will not exercise this right until the expiry of this Collective Agreement with respect to Mr. Slaney.

Dated at Burlington this 15th day of April, 2015

For the Company

Pete Nelson

For the Union

Debra L. ...

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 2 weeks by the member directly to the Union office either in person, by mail, or fax. The application for a Withdrawal is self-explanatory, but *a//* 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.