

COLLECTIVE AGREEMENT

Between:

STOCK TRANSPORTATION LTD. (TORONTO EAST DIVISION)
(the "Company")

And:

UNIFOR AND ITS LOCAL 4268
(the "Union")



DURATION: MAY 1, 2013 to APRIL 30, 2016

Contents

ARTICLE 1 PURPOSE..... 3
ARTICLE 2 RECOGNITION..... 3
ARTICLE 3 UNION SECURITY AND DUES CHECK OFF 4
ARTICLE 4 INFORMATION SUPPLIED TO THE UNION 5
ARTICLE 5 MANAGEMENT RIGHTS 5
ARTICLE 6 NO DISCRIMINATION..... 6
ARTICLE 7 WORKPLACE HARASSMENT/DISCRIMINATION/VIOLENCE 6
ARTICLE 8 NO STRIKES OR LOCKOUTS 9
ARTICLE 9 UNION REPRESENTATION..... 9
ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION 10
ARTICLE 11 ADMINISTRATION OF DISCIPLINE 13
ARTICLE 12 SENIORITY 14
ARTICLE 13 LOSS OF SENIORITY..... 15
ARTICLE 14 LAYOFF, RECALL AND BUMPING..... 16
ARTICLE 15 JOB POSTINGS AND VACANCIES 17
ARTICLE 16 TEMPORARY/INTER DIVISIONAL TRANSFERS 21
ARTICLE 17 WAGES AND HOURS OF SERVICE 22
ARTICLE 18 PAYDAY 22
ARTICLE 19 LEAVES OF ABSENCE..... 22
ARTICLE 20 VACATION WITH PAY..... 25
ARTICLE 21 PAID HOLIDAYS..... 25
ARTICLE 22 TRAINING 26
ARTICLE 23 SPARE DRIVERS..... 28
ARTICLE 24 HEALTH AND SAFETY 29
ARTICLE 25 BULLETIN BOARDS 33
ARTICLE 26 COLLECTIVE AGREEMENT PRINTING 33
ARTICLE 27 EARLY DISMISSALS AND LATE STARTS 33
ARTICLE 28 CHARTERS 33
ARTICLE 29 GENERAL..... 37
ARTICLE 30 DURATION OF AGREEMENT 37
Schedule "A": WAGES AND HOURS OF SERVICE 39
Letter of Agreement - #1 Womens Advocate 43
Letter of Agreement - #2 Paid Representation Hours..... 44
Letter of Agreement - #3 Summer Training Hours..... 45

ARTICLE 1 PURPOSE

- 1.01 The purpose and intent of this Agreement is to; promote cooperation and harmony between the Company, the employees and the Union, to secure for the parties the full benefits of orderly collective bargaining, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to provide formal procedures for the prompt and equitable disposition of all grievances, to promote efficiency and customer service, and to establish rates of pay, hours of work, safe and satisfactory working conditions and other terms and conditions of employment to be observed by employees, the Company and the Union.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes Unifor and its Local 4268, as the exclusive bargaining agent for all employees of Stock Transportation Ltd. working in or out of 17 Upton Road, Toronto, Ontario, save and except, managers, persons above the rank of manager, bus monitors, students, dispatchers, sales and office and clerical staff.
- 2.02 Unless otherwise specified in this Agreement, the word "employee" or "employees" shall mean only the employees as are included in the bargaining unit as defined in Section 2.01.
- 2.03 The Company will communicate as necessary with the authorized representatives of the Union for the purpose of resolving any disputes which may arise regarding wages, hours of work, or working conditions.
- 2.04 The Company shall not enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 2.05 Persons outside of the bargaining unit shall not perform any work normally performed by employees in the bargaining unit except;
- (a) For the purpose of training and instruction which is not normally performed by Driver-Trainers or Evaluators;
 - (b) In the case of an emergency when employees are not available (ex. natural disaster or vehicle accident/collision when driver cannot complete route).
- 2.06 The Company will not exercise its rights as provided in Article 2.05(a) and 2.05(b) in a manner and to the extent that it would cause the elimination or prevent the hiring of a bargaining unit position or reduce the hours of work or pay of an employee. Whenever the Company utilizes a person outside of the bargaining unit to perform bargaining unit work, the Company will send an email notification to the Unit Chairperson. The email will identify the route that was covered. The email will be sent by the close of business on the day the coverage was needed.

- 2.07 The Union agrees that there will be no General Union meetings called during normal working hours, except with the approval of the General Manager.
- 2.08 The Company will announce the date, time and location of General Union meetings. The announcement will be made, with appropriate notice from the Union, one week before the meeting, the day preceding the meeting and the day of the meeting. Announcements will be made three (3) times per day (AM, Noon, and PM) on each of these days. If the meeting is scheduled on a weekend, the announcement will be made on the working day prior to the weekend. The announcement times will be made by the mutual agreement of the Union Chairperson and the General Manager.

ARTICLE 3 UNION SECURITY AND DUES CHECK OFF

- 3.01 All employees of the Company will, as a condition of employment, become and remain members of the Union in good standing. For the purpose of this Article, "membership in good standing" will mean payment of all dues and initiation fees in accordance with the Constitution and By-laws of the Union. All current employees who have not already done so will be required to sign an application for membership and authorization for dues check off and initiation fee. The application form will be supplied by the Union to the Company. The form will be signed and returned to the Local Union Financial Secretary within fourteen (14) days of the execution of this Agreement. In the case of a new employee, the form will be completed and forwarded to the Union Chairperson within one week of the employee's date of hire.
- 3.02 The Company will deduct bi-weekly, from the gross wages of each employee any dues, initiation fees or assessments levied in accordance with the Constitution and By-laws of the Union. The total amount to be deducted will be equivalent to the uniform, regular monthly dues of the Union. This amount will not be changed during the term of the Agreement, except in order to comply with a change in the Constitution and By-laws of the Union. The Union will provide to the Company written notice of the amount of regular monthly dues. In those months where there are 3 bi-weekly pay periods, Union dues will only be deducted from 2 bi-weekly pay periods.
- 3.03 All dues, initiation fees and assessments deducted will be remitted to the Local Union Financial Secretary within fourteen (14) days of the month following the deductions, along with a statement listing each employees name and the amount of each deduction. A copy of this statement will also be provided to the Union Chairperson when requested.
- 3.04 In any instance in which an error occurs in the amount of the deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount on the next remittance.

- 3.05 The Company will include on an employees T4 slip, the total amount of dues paid by the employee for the relevant taxation year.
- 3.06 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 4 INFORMATION SUPPLIED TO THE UNION

- 4.01 The Company will provide to the Local Union, and the Union Chairperson on a monthly basis, the following information;
- (a) Name, [first, last and nick name (if known)], employee number, address (including postal code and unit number), telephone number(s), seniority date, classification, and wage rate for each employee;
 - (b) Names of employees transferred out of the bargaining unit;
 - (c) Names of employees who have been terminated, for any reason, along with the termination date;
- 4.02 If any of the above information is immediately required in order to administer the Collective Agreement, the Company will provide it to the Union Chairperson when requested.
- 4.03 An employee must provide the Company with his/her address and telephone number(s) immediately upon employment. Thereafter, an employee must provide the Company with any change to his/her address or telephone number(s). This information will be provided on Company forms. Employees will retain a signed copy of this form.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 Except as specifically limited by the express provisions of this Agreement, the Union and the employees recognize and acknowledge that the management of the Company and its operations and the direction of the working force are fixed exclusively in the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, promote, demote, classify, transfer, layoff, recall, and suspend, discharge or otherwise discipline employees for just cause;

- (c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods, procedures and equipment to be used in connection therewith;
 - (d) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
 - (e) Make and alter from time to time reasonable rules, regulations and policies to be observed by employees. The Company will provide the Union with a copy of the rules, regulations and policies that are made or altered by the Company from time to time. The Company will provide the Union with as much notice as reasonably possible prior to the implementation of new or amended rules or policies, in order that meaningful discussions can take place.
- 5.02 The Company will exercise its rights in a manner that is consistent with the express provisions of the Agreement.

ARTICLE 6 NO DISCRIMINATION

- 6.01 The Company and the Union agree that there will be no discrimination, interference, restraint, or coercion exercised or practiced by either party, or by any of their representatives, with respect to any employee because of his/her race, colour, national or ethnic origin, ancestry or place of birth, creed, sex, sexual orientation, family status, record of criminal offences, religious or political affiliations, or because of his/her membership in the Union.
- 6.02 The Company and Union will comply with the provisions of the Ontario Human Rights Code and any other applicable legislation.
- 6.03 When the term “spouse” is used in this Agreement, it shall include a same-sex spouse and common-law partner of the same or opposite sex.
- 6.04 When the masculine or singular pronoun is used in this Agreement it shall include the feminine or plural pronoun where the context applies, and vice-versa.

ARTICLE 7 WORKPLACE HARASSMENT/DISCRIMINATION/VIOLENCE

- 7.01 The Company and the Union are committed to providing a workplace free from discrimination, harassment or violence. It is expected that all persons treat each other with respect and courtesy and must not engage in harassment or discrimination based on prohibited grounds and contrary to the Human Rights Code or any other applicable legislation.

Workplace Harassment Defined

- 7.02 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.
- 7.03 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. Workplace harassment includes, but is not limited to the following examples:
- (a) Unwelcome remarks, jokes, innuendos, 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,
 - (b) Practical jokes, which cause awkwardness or embarrassment,
 - (c) Posting or circulation of visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, cartoons or graffiti,
 - (d) Refusal to work, converse or share facilities with another employee because of their racial background, sexual orientation, gender, etc;
 - (e) Unwanted sexual solicitation or advances and physical conduct such as touching, patting, or pinching;
 - (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- 7.04 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.

Workplace Defined

- 7.05 For the purpose of this Article, the workplace is defined as any Company or Customer premises and includes areas such as schools, offices, buses, roadways, restrooms, cafeterias, conference rooms, parking lots and Company gatherings/events.

Filing a Complaint

- 7.06 If an employee believes that he/she has been harassed or discriminated against or that he/she has been the subject of threatening or violent behaviour, the employee should take the following steps;
- (a) Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome and request that they stop

the unwanted behaviour. It is advisable to document the incident, complete with times, dates, location, witnesses and details of the incident;

- (b) If the unwanted behaviour continues, or if the employee is reluctant to confront his/her harasser, the employee may bring the incident forming the basis of the complaint directly to any Union/Company Representative.
- (c) The parties may attempt to resolve a harassment or discrimination complaint prior to referral to the Joint Committee. If resolved, the outcome will be documented and kept on file by both the Union and the Company. If the matter remains unresolved, the employee may submit the complaint in writing to the Joint Committee.

Investigation

- 7.07 The Joint Committee will be comprised of two (2) representatives selected by the Company and two (2) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Committee will include at least one woman. All complaints will be investigated promptly and the investigation shall be completed within fifteen (15) working days from the date the written complaint was submitted, unless an extension is mutually agreed by the parties. It will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents will also be reviewed. To the fullest extent possible, the investigation, and any findings from the investigation will remain confidential.

Resolution of Complaint

- 7.08 The Joint Committee will then complete the report on the findings of the investigation. A copy of the report will be forwarded to the General Manager and the Union Chairperson. Within three (3) days the General Manager and the Union Chairperson will then attempt to agree on what action, if any, should be taken as a result of the complaint and the findings of the Joint Committee. The Union National Representative and/or Local Union President may be involved in these discussions. Any agreed action will then be implemented. If there is no agreement, the Company or Union reserves the right to take action as it deems appropriate, subject to the Collective Agreement. Every effort will be made to reach a resolution which is fair and consistent with the Company and National Union workplace discrimination and harassment policies.
- 7.09 The pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and may be the subject of disciplinary action by the Company.
- 7.10 All employees have the right to file a complaint with the Ontario Human Rights Tribunal and to seek redress under the Ontario Human Rights Code.
- 7.11 The Company will grant 2 Union Representatives a 3 day unpaid leave of absence to attend the Unifor Harassment Investigation Training Program. The Union will give the

Company at least 14 days written notice of the leave request. This leave is applicable one time over the life of the Collective Agreement.

ARTICLE 8 NO STRIKES OR LOCKOUTS

- 8.01 There will be no strikes or lockouts during the life of this Agreement. The words “strikes” and “lockouts” as used are agreed to have the meaning as defined in the Ontario Labour Relations Act.
- 8.02 It will not be a violation of this Agreement when an employee refuses to cross a picket line established at a location where a strike is in progress. In the event of a picket at customer location, the Union and the Company will meet to discuss a protocol to maintain service.

ARTICLE 9 UNION REPRESENTATION

- 9.01 The Company recognizes the right of the Union to elect or otherwise appoint the following Union Representatives. The allocation and jurisdiction of these representatives will be the responsibility of Unifor Local 4268. These representatives will be seniority employees.
- (a) One (1) Union Chairperson
 - (b) Three (3) Committee Representatives
 - (c) Two (2) Union Stewards
- 9.02 The Union Chairperson and the three (3) Committee Representatives together will form the Union Committee. The Union Committee will also function as the negotiating committee. The Company shall pay lost time wages to members of the Union Committee for time spent in collective bargaining. Payment will be made at his/her regular daily wages for each day spent in negotiations.
- 9.03 No employee or group of employees will undertake to represent the Union at meetings with the Company without the proper authorization of the Union. Accordingly, the Union will furnish the Company with a list of Union Representatives and any amendments to the list when they occur.
- 9.04 Meetings of the Union Representatives and the Company (Labour-Management meetings) will be scheduled on a monthly basis at a mutually agreeable date and time. Written notice outlining the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meeting, except where legitimate reasons prevent either party from doing so. Each party will be responsible for the taking of minutes. The minutes will be reviewed by the parties and

any discrepancies will be corrected. The final version may be posted on the Union board.

- 9.05 The Company will provide responses to any matters raised by the Union Representatives, within two (2) working days of the Labour-Management meeting. The time to provide a response may be extended by the mutual written agreement of the parties.
- 9.06 Union Representatives have regular duties to perform for the Company. However, Union Representatives will be permitted to leave their regular duties during working hours, without loss of pay, in order to investigate and resolve grievances and/or in the administration of the Collective Agreement, subject to the following conditions. 1) The Union Representative will notify his/her supervisor of the general nature of the issue and will obtain the permission of his/her supervisor prior to leaving his/her regular duties. This permission will not be unreasonably withheld and 2) it will not unduly interfere with the Company's operations.
- 9.07 Union Representatives will not suffer a loss of pay for attendance at any meeting with the Company during regular working hours. If a Union Representative is required to attend to a meeting outside of his/her regular working hours he/she shall receive the meeting rate of pay for all time spent in the meeting. When requested by the Union Committee, the Local Union president or designate, and a National Union Representative may be in attendance.
- 9.08 Upon advanced notification, the Company will grant the Local Union President, National Union Representative or any other authorized representative of the Union, access to the premises, provided these representatives will not interfere with the operations of the Company and adhere to all Company safety rules and regulations.
- 9.09 In the event of layoff, Union Representatives will be the last to be laid off provided they are able and willing to perform the available work.

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

- 10.01 All steps will be taken to ensure that complaints relating to the administration or interpretation of this Agreement will be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stages of the grievance procedure. It is understood that a reasonable amount of time may be spent by Union Representatives in order to investigate and participate in grievance matters. Union Representatives will conduct investigations in a manner which will not unduly interfere with the Company's operations. The Company will not prevent the Union Representatives from properly fulfilling its obligations to investigate and settle grievances. Both parties will acknowledge receiving all grievances and correspondence of such grievance material to the other party in writing or as mutually agreed.

10.02 A grievance will be defined as any complaint concerning the interpretation, application, administration or alleged violation of the Collective Agreement and will be processed as follows:

PRE-STEP (Verbal)

- (a) An employee having a complaint shall first take the matter up in a meeting with his/her Driver Supervisor or the Safety and Training Manager or designate within five (5) working days from the time the grievor became aware or ought to reasonably have become aware of the event giving cause to the complaint. The employee may request that his/her Union Representative be present during this discussion. If a settlement cannot be reached, the employee, through the Union, may proceed with filing a grievance at Step 1 of the grievance procedure.

STEP 1-Safety and Training Manager Level

- (b) The grievance will be in writing, on forms provided by the Union. The grievance must be presented to the Safety and Training Manager or designate within ten (10) working days (which includes the Pre-Step Verbal) from the time the grievor became aware or ought to reasonably have become aware of the event giving cause to the grievance. The grievance should state the nature of the grievance, the applicable Article(s) alleged to have been violated, and the remedy sought. The grievance should be signed by the employee or a Union Representative. The Safety and Training Manager shall schedule and meet the Union Representative within three (3) working days following receipt of the written grievance. If mutually agreed, the grievor may be in attendance at this meeting. The Safety and Training Manager shall give a written reply to the Union within five (5) working days following the Step 1 meeting.

STEP 2-General Manager Level

- (c) If the matter has not been settled at Step 1, the Union may, within five (5) working days after receiving the written answer from the Safety and Training Manager or his/her designate, present the grievance in writing to the General Manager or his/her designate. The General Manager and the Union Representative will meet within 3 working days following receipt of the Step 2 grievance, and will attempt to resolve the matter. If mutually agreed, the grievor may be in attendance at this meeting. The General Manger will render his/her decision in writing within five (5) working days of receipt of the grievance.

STEP 3-Regional Manager of Operations

- (d) If the matter is not settled at Step 2, the Union may present the grievance to the Regional Manager within five (5) working days of receiving the written decision from the General Manager or his/her designate. The Union and Company will meet within five (5) working days of the presentation of the grievance at Step 3. The Union Chairperson and the Union Representative responsible for processing the grievance will attend for the Union. The Regional Manager, Human Resource Manager and General Manager will attend for the Company. The Company's decision relating to the grievance will be in writing and, if not rendered during the meeting, will be provided to the Union Chairperson or

designate within seven (7) days of the meeting. The Local Union President or designate, and/or a National Union Representative shall be in attendance at the meeting, as determined by the Union.

- 10.03 A grievance concerning the suspension or discharge of an employee will start at Step 3 of the grievance procedure and shall be submitted within ten (10) working days of the date the employee is notified of the discipline. The suspension or discharge grievance will be presented in writing to the Area General Manager.
- 10.04 Policy grievances will start at Step 3 of the grievance procedure. In the case of a policy grievance initiated by the Company, the grievance will be submitted in writing to the Union Chairperson. In the case of a policy grievance initiated by the Union, the grievance will be submitted in writing to the Area General Manger.
- 10.05 Failing resolution of a grievance at Step 3 of the grievance procedure, either party may then refer the matter to arbitration by notifying the other party, in writing, within fifteen (15) working days of the Company's written decision at Step 3.
- 10.06 The Company and the Union will attempt to select a sole arbitrator. If the parties are not able to agree on the selection of an arbitrator within seven (7) working days from receipt of the notice of intent to arbitrate, either party can make request to the Minister of Labour for the appointment.
- 10.07 The decision of the arbitrator will be final and binding upon the parties and the employees who are affected by the decision. The arbitrator shall be restricted in his award to the provisions of this Agreement and shall not have any jurisdiction or authority to add to, delete from, or otherwise alter or amend any provisions of this Agreement.
- 10.08 The parties will equally bear the expense and fees of the Arbitrator. Each party will be responsible for expenses associated with witnesses called by that party.
- 10.09 All time limits as specified in the grievance or arbitration procedures may be extended by the written mutual agreement of the Company and Union. Requests for extension by either party will not be unreasonably denied. In particular, it is recognized that when a person involved in a grievance or all members of the Union Committee are not available due to absence, the parties will co-operate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.
- 10.10 Other than the initiation of a grievance, when either party violates the time limits, the grievance will proceed to the next step.
- 10.11 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situation.

- 10.12 At each step of the grievance procedure (except the verbal step), the Company will provide written responses which will include detailed reasons for the decision.
- 10.13 Following the lodging of a grievance, each party will provide to the other, known particulars related to the grievance. This will apply at all stages of the grievance procedure.

ARTICLE 11 ADMINISTRATION OF DISCIPLINE

11.01 No employee will be disciplined, suspended or discharged without just cause.

11.02

- (a) An employee will be accompanied by a Union Representative when called to a meeting where discipline may be the outcome or when interviewed in the course of any disciplinary investigation or proceeding. The Company will inform the employee and his/her Union Representative of the scheduling of a disciplinary or investigation meeting on the day prior to the meeting. The Company will establish the date and time for the meeting and will also inform the employee and the Union of the allegation (including known particulars) being made against the employee. The Company will provide the employee with a reasonable period of time to talk to his/her Union Representative before the meeting.
- (b) If the allegation or complaint concerning an employee is made by the School Board, other customers, parent or public, the Company will advise the Union of the nature of the complaint or allegation, including witness statements and relevant correspondence, unless the content of the information received is confidential.
- (c) Any notice of discipline, suspension or discharge issued by the Company will be in writing and will include the reasons for the Company's decision. A copy of the notice will also be given to the Union Representative.
- (d) The Company will issue discipline within seven (7) working days from the date the Company became aware or ought to reasonably have become aware of the alleged infraction. This time limit may be exceeded in certain circumstances such as for accident/collision investigation which may involve outside third parties, where their investigation may exceed the time limits in this Article.

11.03

- (a) The Company reserves the right to remove employees from the workplace, without pay, pending a final decision, for issues of serious misconduct. In this case the Company will complete the investigation and make a final decision as quickly as possible.

- (b) Notwithstanding the foregoing, where the circumstances of a case are not considered serious in nature, an employee will not be removed from the Company's service until an investigation into the alleged misconduct has been completed and the Union has had the opportunity to make representations to the Company on behalf of the affected employee, prior to discipline being rendered. The General Manager or designate will meet with the Union Representative to review all relevant information and material.
- 11.04 Letters of discipline (including adverse reports) and written disciplinary notices will be removed from an employees personnel file after twelve (12) months from the date it was imposed, provided no further discipline was imposed during this period. When this has occurred the disciplinary record will not be used against the employee in any manner. In the case of a preventable accident/collision, discipline will be removed after twenty four (24) months from the date it was imposed, provided no further preventable accident/collision occurred during this period.
- 11.05 An employee's reply to a complaint, accusation or expression of dissatisfaction will become part of his/her record. Failure to grieve previous discipline or to pursue a grievance to arbitration will not be considered an admission that the discipline was justified.
- 11.06 The timelines and provisions as set out in this Article are mandatory. Failure by the Company to comply with any of these provisions without the mutual agreement of the Union will render the discipline null and void.
- 11.07 The parties may extend any timelines in this Article by written mutual agreement.
- 11.08 Employees will have reasonable access to their personnel/employment files upon request. The employee will provide at least forty eight (48) hours notice to the General Manager. With the written consent of the employee, a Union Representative may be present to examine the files.

ARTICLE 12 SENIORITY

- 12.01 Except as otherwise provided in this Agreement, seniority is defined as the length of continuous service from the last date of hire with the Company in the bargaining unit. It shall include service with the Company prior to the certification of the Union.
- 12.02 Seniority will be established and maintained for all employees on a bargaining unit wide basis, except as otherwise provided in this Agreement.
- 12.03 An employees name will appear on the seniority list as of his/her date of hire. The list shall be revised monthly and posted on the Company notice/information boards for the viewing of employees. A copy of the list will also be given to the Union Chairperson.

- 12.04 Seniority will be used in determining priority and/or preference for layoff, permanent reduction of the work force, recall, job postings and for any other purpose as determined by and subject to the provisions of this Agreement.
- 12.05 Newly hired employees will be regarded as probationary for the first 3 months of his or her employment (excluding summer layoff period. After completion of the probationary period, seniority will be effective from the original date of hire (first day licensed).
- 12.06 It is recognized that the probationary period is a period during which the Company has the right to assess an employee and to determine whether the employee is suitable for employment. As such, the Company, in its sole discretion, may terminate a probationary employee, subject to the applicable legislation of the Province of Ontario.
- 12.07 In the event the Company hires more than one employee on the same date, seniority ranking shall be determined by the alphabetical order of the employee's last name at date of hire, with "a" being the most senior. Seniority standing will not change because of a name change.

ARTICLE 13 LOSS OF SENIORITY

- 13.01 An employee will lose his/her seniority and bargaining unit employment will terminate for any of the following reasons:
- (a) If an employee resigns.
 - (b) If an employee is discharged and not re-instated through the grievance procedure.
 - (c) If an employee remains away from work without permission for a period of more than three (3) consecutive working days, unless he/she has a satisfactory reason for the absence.
 - (d) If an employee fails to report for work in accordance with a notice of recall, or within five (5) working days after the registered mailing date of the notice, whichever is later, unless he/she has a satisfactory reason.
 - (e) If an employee is laid off for a period of fifteen (15) consecutive months.
 - (f) If an employee accepts a position within the Company outside of the bargaining unit for a period exceeding sixty (60) days.
 - (g) If an employee retires.

ARTICLE 14 LAYOFF, RECALL AND BUMPING

- 14.01 The term “layoff” shall be defined as a reduction in the working force which arises from a reduction or shortage of work or from the permanent elimination of a position.
- 14.02 In the event of a layoff greater than five (5) working days, the Company will notify employees and the Union, in writing, on the next working day following notification to the Company by the Customer or Board of any situation that gives cause to the layoff. In the case of a permanent layoff, notice or pay in lieu of notice will be provided in accordance with the Ontario Employment Standards Act 2000.
- 14.03 When the Company deems it necessary to reduce the workforce for a period greater than five (5) working days the following process will be followed:
- (a) Probationary employees will be laid off first. The Company will then layoff employees in reverse order of seniority starting with the most junior employee.
 - (b) An employee affected by a reduction in the workforce or if an employee’s position is permanently eliminated by the Customer or the Company (ex. Reduction of the number of routes), he/she will have the right to displace a more junior employee. The affected employee will:
 - 1. Select a vacant route within his/her zone, or displace the most junior employee in his/her zone, if qualified. If he/she cannot then;
 - 2. Select a vacant route in a zone, or displace the most junior employee in a zone, if qualified, that is within two (2) kilometres of his/her parking space. If he/she cannot then;
 - 3. Accept the layoff with recall rights or;
 - 4. Displace the most junior employee in the bargaining unit.
- 14.04 If an employee does not have the seniority to remain at work following a layoff, he/she may apply for available work in another division, subject to Article 16.
- 14.05 Employees will be recalled to work in the reverse order in which they were laid off. The Company will provide the Union Chairperson with the name of any employee who is recalled.
- 14.06 When the Company deems it necessary to reduce a position for five (5) working days or less, the employee assigned to the position may be laid off, without regard to seniority, and he or she will not exercise bumping rights. If the layoff of 5 days or less will effect a group of employees working in the dedicated charter or spare driver position, the reduction will be made by first canvassing for volunteers. If there are insufficient volunteers, dedicated charter or spare drivers will be laid off in rotation

order. The Company will give as much notice as possible to employees in this circumstance.

- 14.07 If an employee will be laid off out of line of seniority because he/she does not possess the required license for an available route, the Company, will, upon request of the employee, provide the training to enable the employee to meet the licensing requirements. The training will be provided at no cost to the employee.
- 14.08 An employee who refuses a notice of recall to a permanent position will be considered to have resigned their position and will lose his/her seniority, and will be discharged from his/her employment with the Company in accordance with Article 13.
- 14.09 The duties required of an employee engaged in school bus routes are of a nature that an employee is deemed to be laid off during the period of the school Christmas break, the school March break and the school summer shutdown. Notwithstanding Article 14.03, an employee will resume his/her regular route following the Christmas and March Break school shutdowns.
- 14.10 Employment Insurance Records of Employment (ROEs) will be issued to affected employees at all layoff periods. Records of employment will be transmitted to Service Canada in accordance with the Employment Insurance Act.

ARTICLE 15 JOB POSTINGS AND VACANCIES

SCHOOL STARTUP

- 15.01 At the May Labour Management meeting the process for school startup, route selection and summer work will be discussed. Employees will be given written notification in July or August, of the location, date, and time for the Startup meeting. Attendance at the meeting is mandatory.
- 15.02 All scheduled routes are set up and determined by the School Board or Company (ex. wheelchair routes) prior to the Startup meeting. Route descriptions will be posted at the Startup meeting and throughout the route selection process.
- 15.03 Route description sheets will include the following information;
- Zone
 - Route number
 - School(s)
 - Start time and end time
 - Type of vehicle (ex. number of passengers, gas or diesel power, single or dual axle)
 - License requirements

ROUTE SELECTION

- 15.04 Employees will be notified in writing of the date, location and appointment time for route selection as far in advance as possible. Appointment times will be scheduled by seniority. A seniority list with route selection dates and times and zone will be provided to all employees and the Union Chairperson at least 10 days prior, if possible, to the startup meeting. Attendance at route selection is mandatory and employees are expected to arrive one (1) hour before their appointment time. During this time employees shall review available routes and finalize their route preferences. Employees who are unable to attend route selection should notify the Company, in writing, at least one week prior to the meeting.
- 15.05 Upon written notice to the Company, an absent employee will be permitted to submit a proxy sign up. The Company will provide a copy to the Union Chairperson. The proxy will have the authority to select an available route. The written proxy consent should include the following information:
- Employee name
 - Name of his/her proxy
 - Reason for absence at route selection
 - Parking location
 - Route number (if possible)
- 15.06 Employees will select routes (Ex. School, lunch, daycare routes) at their scheduled appointment times according to seniority and zone. At his/her appointment time an employee will be provided sufficient time to make his/her route selection. If an employee is over the allotted time he/she will be passed over and placed into a new slot as quickly as possible. When an employee arrives late or misses the appointment time, he/she will forfeit his/her placement to the next in line employee and will be slotted in immediately upon arrival.
- Some AM and PM routes are designated charter/field trip runs. In the event a driver chooses a designated charter/field trip run, the driver agrees to do charter/field trips as required for the entire school year.
- 15.07 Routes acquired after Startup which were not available at the time of selection, will be posted in accordance with Article 15.13. Any employee may apply for a route on a seniority basis and within their zone.
- 15.08 Employees will not be permitted to switch their selected route or attempt to influence, in any manner, the route selection of another employee.
- 15.09 Driver trainers will not be permitted to select lunch routes at start up or when training. If there is no training work a driver trainer can bid on a vacant lunch route. If training requirements emerge, the driver trainer must give priority to training. If training priorities last 3 weeks or longer, the route will be re-posted.
- 15.10 Two Union Representatives will be present at route selection.

ROUTE AUDIT AND VERIFICATION

- 15.11 Following the route selection and assignment process all drivers will complete a dry run of their assigned route prior to the start of school. After this has been completed drivers will be afforded the opportunity to provide feedback to the Company regarding route requirements. This can include safety, drive times, stop by stop for pick-ups and drop-offs, etc..
- 15.12 In addition to the above, route audits/verifications will be conducted at a minimum three (3) times per school year, in accordance with the School Board and Company requirements. Any changes or revisions to route assignments are subject to School Board approval.

OTHER VACANCIES

- 15.13 All new routes, open routes or other vacancies, whether temporary or permanent, will be posted. The vacancies will be posted on the third Tuesday of each month beginning in October and continuing throughout the school year up to and including May. The notice of vacancy will be posted on the Company notice/information board. It will remain posted for a period of three (3) working days (Tuesday 12:00pm to Friday at 12:00pm). In addition, dispatch will announce the vacancy in a zone on both the first and last day of the posting. The posted notice of vacancy will include the following information;

- Permanent or temporary position
 - Zone
 - Route number
 - School(s)
 - Start time and end time
 - Type of vehicle (fuel type, single or dual wheel)
 - License requirements
- (a) Temporary vacancies are those openings created as a result of vacation, illness, injury or occupational accident or illness or leave of absence. If a temporary vacancy exceeds thirty (30) days it will be posted in accordance with this Article. Temporary vacancies of thirty (30) days or less will be covered at the discretion of the Company with available drivers who do not have an assigned route.
- (b) When an employee fills an open position (primary) through this Article 15.13, his/her vacant position (secondary) will also be posted. Any subsequent vacancies will be filled at the discretion of the Company.
- (c) Successful job applicants will be entitled to two (2) such transfers every school year.

- 15.14 An employee wishing to apply for a posted position will place his/her name on the sign up sheet posted by the Company. If an employee applies for more than one position at the same time, he or she will declare his or her preference.
- 15.15 Vacancies occurring the week before the Christmas or March Break lay-off period will be carried over and posted in the week following these periods.
- 15.16 The most senior qualified applicant within the zone will be selected by the Company to fill the vacancy. The Company will notify the successful applicant and the Union on the next working day following the removal of the posting, and the employee will be placed in the position on the following Tuesday. For valid reasons this period may be extended by the written agreement of the Company and Union.
- 15.17 An employee bidding on a job will first bid on a vacant position within his/her zone. Where there is no vacant position within his/her zone, consideration will be given to the next closest zone to where the employee parks his/her vehicle.
- 15.18 The Union Chairperson will be provided copies of all bid sheets.
- 15.19 A "zone" shall include the zone in which the employee parks the vehicle or any zone which is within two (2) kilometres of where the employee parks the vehicle. Current employees who have been given prior approval by the Company to park their vehicles more than two (2) kilometres from their zone are exempt from this requirement for the life of this Agreement and provided they remain at their current address.

SUMMER WORK

- 15.20 Return to work and request for summer work forms will be distributed to employees, through pay memos, by the last week of April. Employees wishing to apply for summer work shall do so by completing and returning the form to the General Manager by the end of the first week in May.
- 15.21 All applicants will have their names placed on a list and will be identified in order of seniority. The list will be posted on the Company information/notice boards. A copy of the list will be provided to the Union Chairperson.
- 15.22 The Company will notify employees, in writing, of the date, time and the place for viewing the available summer work.
- 15.23 Employees will select available summer school routes in order of seniority, zone and qualifications. Employees will select summer camps and other summer work (ex. bus wash) or routes obtained by the Company in order of seniority and qualifications. The Company will notify the Union of the successful candidates and provide a copy of the assignment list to the Union Chairperson.
- 15.24 The selection process will be completed by the end of June.

- 15.25 During the course of the summer, if the number or duration of summer work assignments are reduced, employees will be released as follows;
1. Employees who voluntarily selected the reduced work option on the summer work form will be released, in order of seniority. If the number of volunteers is not sufficient then;
 2. Employees who selected summer work will be released in reverse order of seniority.

Note: The above process will be completed separately for summer school work and summer camp/other summer work.

ARTICLE 16 TEMPORARY/INTER DIVISIONAL TRANSFERS

- 16.01 The Company reserves the right to make temporary transfers as required. A temporary transfer occurs when an employee is required to cover a route outside of his regular route and zone, for a period not exceeding sixty (60) calendar days.
- 16.02 An employee shall not be transferred to another Division of the Company without his/her consent. Where an employee has been temporarily transferred to another Division, the employee shall maintain his seniority, wages, benefits, and any other term or condition of work with the same force and effect as the Division transferred from.
- 16.03 An employee shall not lose his/her membership in the Union because of a temporary transfer. If a transfer will last for more than sixty (60) days, the employee will be returned to the bargaining unit, and will be placed on the position previously held. If the position was eliminated during the time of the temporary transfer then the employee shall exercise his/her seniority to bump a junior employee in accordance with Article 14.
- 16.04 An employee may request and the Company may approve a permanent transfer (greater than 60 days) to another Unifor represented Division of Stock Transportation Ltd., subject to the following conditions;
- (a) There must be work available.
 - (b) No employee at the Division will be displaced as a result of the transfer.
 - (c) Notwithstanding Article 13.01(f), the employee will carry his/her seniority to the new Division and will be inserted into the appropriate order on the seniority list.

ARTICLE 17 WAGES AND HOURS OF SERVICE

- 17.01 Wage rates and hours of service are attached in Appendix "A" which forms part of the Collective Agreement.

ARTICLE 18 PAYDAY

- 18.01 The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning at 12:00am on Sunday and ending at 11:59pm on Saturday.
- 18.02 The Company will pay all employees through bi-weekly direct deposit with the deposit being made on Friday of each pay week. The deposit will be made one day earlier if the Friday is a statutory holiday.
- 18.03 If an employee is shorted an amount exceeding \$50.00, the employee will be paid by separate cheque within two (2) working days. Amounts of \$50.00 or less will be corrected in the next pay period.
- 18.04 If an employee believes he or she has been paid incorrectly, he or she will bring this to the attention of payroll. If requested by the employee, payroll will provide him or her a detailed pay summary. The summary will be provided by the next business day.

ARTICLE 19 LEAVES OF ABSENCE

PERSONAL LEAVE

- 19.01 Upon written application, a leave of absence of up to one (1) month, without pay, may be granted to a seniority employee for valid personal or compassionate reasons and subject to operational requirements of the Company. Requests for leave will not be unreasonably denied. Whenever possible the employee will provide at least seven (7) days notice of the request for leave. The Company will provide a written response to the employee, within 5 days of receiving the leave request, with a copy to the Union Chairperson.
- 19.02 A leave of absence may be extended by the Company, provided the employee submits a written request for the extension at least three (3) working days prior to the expiration of the leave of absence.
- 19.03 The Company will return an employee to his/her route upon his/her return from a leave of absence, during the same school year.
- 19.04 An employee wishing to return from a leave of absence must notify the Company at least three (3) working days in advance of the date upon which she/he wishes to

return to work. The Company will, make every effort to change the work schedule to accommodate the returning employee. If this is not possible, the employee will return at the earliest possible date following the receipt of the notification.

- 19.05 When an employee has been granted a leave of absence he/she may cancel the leave, and may perform his/her regular route if the employee has given three (3) working days notice to the Company prior to the start of the proposed leave.

BEREAVEMENT LEAVE

- 19.06 In the event of the death of a member of an employee's immediate family, the employee shall be granted a leave of absence with pay as follows;

<u>Immediate family member</u>	<u>Consecutive work days</u>
Spouse	three (3)
Sister/Brother	three (3)
Parent	three (3)
Child*	three (3)
Grandchild*	three (3)
Grandparent	three (3)
Parent of spouse	three (3)
Grandparent of spouse	three (3)
son-in-law/daughter-in-law	three (3)
Step-parent	three (3)
Step-child*	three (3)

(*Note: including a child still-born)

- 19.07 Bereavement leave will normally begin on the first working day immediately following the date of death unless otherwise agreed to by the Company. For justified reasons (ex. military, religious) relating to the death of a family member, an employee may withhold the use of one (1) day of bereavement to a future date.
- 19.08 For each of the days that an employee is entitled to bereavement leave, he/she shall be paid his/her regular daily wages, provided the employee would otherwise have been scheduled to work.
- 19.09 Notwithstanding 19.08, bereavement leave during an employee's scheduled vacation will extend the vacation by the number of qualified bereavement days.
- 19.10 Reasonable evidence of the death may be required by the Company.

JURY DUTY LEAVE

- 19.11 A seniority employee who is summoned and reports for jury duty, jury selection or who has been summoned and reports as a witness in any case directly affecting the Company, shall be paid by the Company an amount equal to the difference between the daily jury or witness fess paid by the court and the regular daily wages which

he/she would have been eligible to receive for working that day had he/she otherwise been scheduled to work.

- 19.12 When possible, the employee should notify the Company in advance whenever he/she is summoned for jury duty or as a witness in any case directly affecting the Company. The employee must furnish satisfactory proof that they reported for, or performed jury duty or appeared as a witness on the days for which he/she is claiming payment.

UNION LEAVE

- 19.13 Upon written request of the President of Local 4268 or the Union Chairperson, employees delegated and attending general business of the Union will be granted a leave of absence without pay for that purpose. As much advance notice as reasonably possible will be given to the Company prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time will not exceed four (4). If for valid reasons the Company is unable to grant the request, the Company will promptly notify the Union Chairperson.
- 19.14 Any employee of the Company elected or appointed to a full-time position in, or temporarily assigned to the Local or National Union, will be granted a leave of absence without pay by the Company, for a period of up to thirty six (36) months.

LEGISLATED LEAVE

- 19.15 The Company will comply with all applicable provincial laws and their regulations which address an employee's right to request or obtain a family medical leave of absence, pregnancy/parental/adoption leave or any other leave mandated by provincial law which is not covered by the terms of this Agreement.

PAID EDUCATION LEAVE

- 19.16 The Company shall pay \$400.00 annually into a special fund for the purpose of providing paid education leave. The monies shall be paid on June 1st of each year into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program,
205 Placer Court
Toronto, Ontario M2H 3H9

- 19.17 The Company further agrees that members of the bargaining unit, selected by the Union to attend to PEL courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. The leave of absence shall be intermittent over a twelve (12) month period from the first day of leave. A maximum of two (2) employees may be on paid education leave at any one time.
- 19.18 Employees granted leave pursuant to Article 19 shall retain and accumulate seniority while on leave of absence.

ARTICLE 20 VACATION WITH PAY

- 20.01 Employees shall be entitled to an annual vacation with pay as follows;
- (a) An employee with less than one (1) year of service will receive vacation with pay in accordance with the minimum requirements of the ESA 2000.
 - (b) An employee with one (1) year but less than five (5) years service, will receive, two (2) weeks of vacation and he/she will receive for vacation pay an amount equal to four percent (4%) of his/her gross earnings for all work performed in the working year.
 - (c) An employee with five (5) years but less than ten (10) years service, will receive, three (3) weeks of vacation and he/she will receive for vacation pay an amount equal to six percent (6%) of his/her gross earnings for all work performed in the working year.
 - (d) An employee with more than ten (10) years service, will receive, four (4) weeks of vacation and he/she will receive for vacation pay an amount equal to eight percent (8%) of his/her gross earnings for all work performed in the working year.
- 20.02 Seniority will be the determining factor in the scheduling of vacation.
- 20.03 Employees who work during the summer and request vacation during the regular school year may be granted the time off, subject to the operational requirements of the Company.
- 20.04 The Company shall pay each employee the vacation pay that accrues during each pay period on the pay day for that period. The pay statements for each of these periods shall set out the amount of vacation pay being paid and this amount shall be separate from other wages paid.
- 20.05 For the purpose of computing an employee's annual vacation pay gross earnings shall include T4 earnings and bonuses.

ARTICLE 21 PAID HOLIDAYS

- 22.01 Each employee shall be entitled to the following paid holidays;

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- 22.02 Holiday pay for each of the holidays will be computed on the basis of the employee's regular daily wages.
- 22.03 An employee who works on a paid holiday shall be paid at one and one-half times (1.5x) his/her regular daily rate (or regular hourly rate where applicable) for all hours worked plus his/her holiday pay.
- 22.04 To be eligible for holiday pay an employee must have worked all of his/her last scheduled work day before and all of his/her first scheduled work day after the holiday, unless he/she has reasonable cause for being unable to do so.

ARTICLE 22 TRAINING

- 22.01 Each employee who has not already received the proper training will be fully trained in both the physical aspects of driving as well as classroom instruction relating to student relations, defensive driving techniques and route exposure. Training will include both classroom and road instruction based on Ministry of Transportation (MTO) approved training and requirements.
- 22.02 An employee required by the Company, or its customers to take training courses, whether during or outside of normal working hours, will be paid his/her regular daily rate of pay for each hour or part hour spent in training. Examples of specific training include but may not be limited to the following:
- (a) First Aid/CPR
 - (b) CID (Collision Involved Driver)
 - (c) Defensive Driver Refresher Course
 - (d) Health and Safety
- 22.03 Each employee will participate in a driver evaluation on an annual basis. New drivers, or drivers involved in an accident/collision or who are the subject of a complaint may be evaluated on a more frequent basis. The Company will provide the employee a copy of the evaluation results, if requested.

DRIVER EVALUATORS

- 22.04 An "Evaluator" shall be an employee who is responsible for observing other employees driving performance and to inform and instruct them as to the correct policy and proper procedures in their routine driving. An Evaluator shall have no authority to either implement or recommend any disciplinary actions against an employee.
- 22.05 An Evaluator shall be selected from among the employees of the bargaining unit who has the skill, ability and qualifications to perform the duties of the position. He/she shall be the holder of an "E" or "B" license (as applicable), and who has at least three

(3) years driving experience. Driver trainers will be given first consideration for driver evaluator positions.

22.06 Evaluator position vacancies shall be posted in accordance with Article 15. In the event that no employee applies for the vacancy or no employee who applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Company reserves the right to recruit externally to fill the position or offer the position within the unit.

22.07 Employees will be notified no later than the day before an evaluation.

DRIVER TRAINERS

22.08 A "Driver Trainer" shall be an employee who shall train, instruct or otherwise mentor employees for the specific purpose of obtaining or maintaining a "B" or "E" class school bus license. A Driver Trainer shall have no authority to either implement or recommend any disciplinary actions against an employee.

22.09 A Driver Trainer shall be selected from among the employees of the bargaining unit, who has the skill, ability and qualifications to perform the duties of the position. He/she shall be the holder of an "E" or "B" license (as applicable) and who has at least three (3) years driving experience.

22.10 A Driver Trainer who is to be designated as a "Signing Authority Driver Trainer" must meet MTO requirements as amended from time to time. The employee must have attended and successfully passed a MTO approved PRIDE or SHARE course.

22.11 Driver-Trainer positions shall be posted in accordance with Article 15. In the event that no employee applies for the vacancy or no employee who applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Company reserves the right to recruit externally to fill the position or offer the position within the unit.

22.12 Driver Trainers may also hold an AM and PM route.

22.13 Driver Trainers must be available to work during the summer break if employees are available to be trained.

TRAINING/EVALUATION PERIOD

22.14 Applicants for a Driver Trainer or Evaluator position shall be selected on the basis of their skill, ability, qualifications to perform the work and seniority. If two (2) or more applicants have the necessary skill, ability and qualifications to perform the work, then the most senior applicant shall be selected.

22.15 An employee who is declared a successful applicant to either a Driver Trainer or Evaluator position shall receive a ten (10) working day training/evaluation period, to determine his/her ability to perform the duties of the position. The training/evaluation

period may be extended by the mutual agreement of the Company and the Union. In the event that the employee is not retained in the job by the Company, or the employee voluntarily elects to give up his/her rights to the job, providing it is within the ten (10) day training period, the employee will be returned to his/her former position.

ARTICLE 23 SPARE DRIVERS

- 23.01 A spare driver is an employee who is assigned by the Company to cover vacant routes and regular routes that may be down due to an emergency or where a regular driver is absent for whatever reason.
- 23.02 There are two types of Spare Drivers:
1. Regular Spare Drivers
 2. Satellite Spare Drivers
- 23.03 Spare drivers are required to cover AM and PM routes and will have guaranteed work for AM and PM routes. Noon routes are “as required” only and will be offered to spare drivers in the order of seniority.
- 23.04 Spare drivers must be available at predetermined times for AM and PM routes. Typical hours of work are 6:45am to 9:15am and 2:45pm to 5:15pm. This may be subject to change based on route assignments, however if an assigned is shorter than the time required to work, he/she is expected to be available either before or after to assist dispatch as necessary. In certain cases, the spare driver may be required to cover routes that start before the predetermined time.
- 23.05 All spare drivers will be paid on the basis of a minimum guarantee of five (5) hours per day. If a spare driver is required to cover a lunch route, that driver will be paid a minimum of .75 hours at the lunch rate. Remuneration will be based from each of the AM and PM starting times until the end of work time (key off).
- 23.06 Spare drivers will be paid mileage in accordance with schedule “A”.
- 23.07 Spare drivers will receive a current copy of the assigned route by picking it up from the division or through fax or email, wherever possible.
- 23.08 All spare driver positions will be posted in accordance with Article 15. These positions will be awarded to the most senior applicant provided that he/she has the qualifications, skills and ability to perform the work.
- 23.09 When a spare driver is required to cover both an AM and PM of the same, the Spare will be able to keep the bus except in circumstances where the bus is required for operation support (ex. Charters) including maintenance.

ARTICLE 24 HEALTH AND SAFETY

- 24.01 The Company shall institute and maintain all precautions to provide employees a safe and healthy workplace. Employees will be informed of known or foreseeable hazards in the workplace and will be provided with the information, instruction, training and supervision necessary to protect their health and safety. The Company will comply with the Occupational Health and Safety Act and its regulations and codes of practice in effect as minimum standards.
- 24.02 The Company and the Union will co-operate in the prevention of accidents and in the promotion of health and safety.

JOINT HEALTH AND SAFETY COMMITTEE

- 24.03 A Joint Health & Safety Committee (JHSC) will be established and will consist of six (6) members. Three (3) members of the Committee who represent workers at that location will be selected by the Union. Three (3) members of the Committee who exercise managerial functions will be selected by the Company. The JHSC will meet on a monthly basis, during regular business hours. If circumstances make additional meetings necessary, they shall be scheduled in a manner as agreed to by the JHSC.
- 24.04 The JHSC will be co-chaired. One co-chairperson will be selected by the Union from the Union JHSC members. The Company shall select the other co-chairperson from its representative members. The Union Co-chairperson will be trained and certified by the Workers Health and Safety Centre. The Company shall pay the full cost of the training. JHSC members will be compensated at his or her regular hourly rate for each hour spent in training.
- 24.05 The names and work location of the JHSC members shall be posted and remain posted on the Company bulletin/information boards. JHSC meeting dates and meeting agendas will also be posted.
- 24.06 The minutes from the JHSC meetings will be recorded and signed by the co-chairpersons, and distributed to the Committee members. In addition they will be posted on the Company notice/information boards.
- 24.07 The JHSC functions will include but are not be limited to the following;
- (a) Discuss and attempt to resolve health and safety complaints/concerns;
 - (b) Identify situations that may be a source of danger or hazards to employees;
 - (c) Make recommendations to the Company and employees for the improvement of health and safety of employees;

- (d) Make recommendations for, and participate in the development, implementation, monitoring or amending of programs, measures and procedures respecting health and safety;
- (e) Ensure that adequate records are kept on workplace accidents, injuries and health hazards;
- (f) Cooperate with provincial health and safety inspectors as required;
- (g) Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once a year.
- (h) Obtain information from the Company respecting;
 1. The identification of potential or existing hazards of materials, processes or equipment, and;
 2. Health and safety experience and work practices and standards in similar industries of which the Company has knowledge;
- (i) Obtain information from the Company concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about the workplace for the purpose of occupational health and safety;
- (j) Be consulted about, and have a designated member representing workers be present at the beginning of, testing referred to in section (i) conducted in or about the workplace if the designated member believes his or her presence is required to ensure that valid testing procedures are used to ensure that the test results are valid.

24.08 The Union Representatives of the JHSC will be entitled to:

- (a) One (1) hour, or such longer period of time as the JHSC determines is necessary to prepare for each JHSC meeting.
- (b) Time as is necessary to attend JHSC meetings.
- (c) Time as is necessary to carry out their duties related to workplace inspections, accident/incident investigations and other duties as may be required by OSHA or this Agreement.

24.09 A member of the JHSC shall be deemed to be at work during the times described above and shall be entitled to be paid their regular wages as applicable.

VEHICLE SAFETY

- 24.10 The Company will establish driving policies and rules which shall be in accordance with the Ontario Highway Traffic Act, or other statutes covering the Company's operation. A written copy of these policies will be provided to each employee and the Union.
- 24.11 Employees are required to complete a daily circle check of their vehicle (as prescribed by Company policy or applicable legislation). It will be the duty of an employee to immediately report to the Company any absence of or defect in equipment or protective devices.
- 24.12 The Company will ensure that adequate supplies are available to ensure all vehicles are safely and properly cleaned and disinfected as required.

COLLISION REVIEW COMMITTEE

- 24.13 Employees are expected to immediately report to the Company any accident/collision involving a Company vehicle, in accordance with Company policy. The employee must file a complete report with the Company as soon as possible but no later than 24 hours following the accident. Time at the police station or collision reporting centre, filling out an accident/collision report will be compensated at the regular hourly rate.
- 24.14 The JHSC will also function as the Collision Review Committee. In the event that the Company determines that a collision was "preventable" and the employee disagrees with that decision, the following procedure will apply;
1. The employee will notify the Safety Manager that he/she disagrees with the decision, including the reasons why he/she disagrees. The notification will be in writing and will be submitted within five (5) working days of the employee being advised, in writing, of the collision determination;
 2. All relevant information/reports relating to the collision will be reviewed by the Committee;
 3. Upon review, should the Committee disagree with the Company's decision they will submit a written report to the CSC General Manager describing the reasons why they disagree. The report may include alternate recommendations that should be considered.
 4. If the General Manager and JHSC cannot reach an agreement then the collision will be reviewed by another CSC Collision Review Committee represented by the Unifor. The collision may be reviewed by a non-Unifor CSC Collision Review Committee upon the written mutual agreement of the Company and Union. This agreement will not be unreasonable denied.
 5. The CSC Collision Review Committee selected to conduct the review will submit their recommendations to the Area Director of Safety who will make the decision concerning preventability.

6. Management reserves the right to make a final determination on the collision and its consequences, subject to the grievance procedure.

OCCUPATIONAL ACCIDENTS OR ILLNESS

- 24.15 All occupational accidents or incidents should be reported to the Company immediately. If an employee sustains a workplace injury or illness, the Company will comply with the requirements of the Ontario Workplace Safety and Insurance Act.
- 24.16 Any employee's reinstatement after an occupational accident or illness may be conditional on him/her supplying a certificate from a physician that he/she is fit to return to work that is available.
- 24.17 In cases of occupational illness or accident, the Company may require an employee to undergo a medical examination to determine whether the employee is fit to work with or without restrictions, and the Company shall bear the expenses in connection with such medical examination. In the event of a dispute between two physicians concerning the validity of an illness or injury, the Company and the Union, with the consent of the employee, will select an independent physician to make a medical determination.
- 24.18 An employee who is no longer medically capable of performing the work of his/her position or route, but who is capable of performing work in an alternate route within the employee's zone or alternate position in the bargaining unit, or any employee who has incurred a compensable permanent or partial disability, may by mutual agreement between the Company and the Union and in accordance with the Workplace Safety and Insurance Act and the seniority provisions of this agreement, be assigned to or retained in such alternate route or position at the rate of pay of the of the alternate route or position.

INJURY ON THE JOB

- 24.19 Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of a work related injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic.

MEDICAL DOCUMENTATION

- 24.20 If the Company requires an employee to provide a medical certificate, doctor's note, or a note from a medical specialist, the Company will reimburse the employee up to \$15.00 for a medical certificate/doctor's note, and \$50.00 for a specialist note. All monies will be paid upon submission of a receipt.

ARTICLE 25 BULLETIN BOARDS

- 25.01 The Union will have the use of a secured bulletin board for the purpose of posting Union notices and information. The Company will provide the bulletin board and it will be located in the driver's room at the Division. Prior to posting, a copy of the notice will be given to the General Manager for review.

ARTICLE 26 COLLECTIVE AGREEMENT PRINTING

- 26.01 The Company and the Union will share the cost of printing the Collective Agreement on a 50/50 basis. The parties will meet as soon as possible following the conclusion of bargaining to select a printing company. A final draft will be prepared as soon as possible following ratification.

ARTICLE 27 EARLY DISMISSALS AND LATE STARTS

- 27.01 Employees will be notified of late starts and/or early dismissals upon the Company determining which routes will be affected.
- 27.02 An employee assigned to a route that will be subject to an early dismissal or late start will be given the first opportunity to accept or decline.
- 27.03 A driver whose entire regular route has either an early dismissal or a late start will be paid their regular guarantee base daily rate for that route.
- 27.04 A driver who covers part of his or her route that has been subject to either an early dismissal or a late start will be paid a minimum of one half (0.5) hours at the regular hourly rate.
- 27.05 An employee who cannot perform the required work because he/she is performing other work assigned by the Company (ex. Lunch route) will receive his/her regular guaranteed base daily rate for that day.
- 27.06 An employee, who is assigned to cover an early dismissal/late start on a route that is not his/her regular route, will receive a minimum of (0.75) hours at the regular hourly rate.

ARTICLE 28 CHARTERS

- 28.01 The primary role of a school bus driver is to provide morning and afternoon transportation service for the school boards who are the Company's customers. Periodically, this role may be supplemented by charter driving. The guidelines relating

to Charter/Field Trip assignments will be discussed at the May Labour-Management Meeting.

28.02 Charter Sign up

- (a) In order to be eligible to be offered charter assignments, qualified drivers must sign up on the charter list. For school year charter assignments, sign up will take place at route selection. For summer charter assignments, employees will be required to sign up by filling out the "Summer Work Form".
- (b) A copy of all sign up lists will be provided to the Union Chairperson.
- (c) The sign up lists will be in order by seniority
- (d) Employees may add or remove their name from a charter list at any time for valid reasons.

28.03 Charter Assignments.

- (a) Dedicated charter drivers have first priority for all charter assignments.
- (b) Charter work will then be assigned to qualified drivers on a rotating basis, whenever possible, based on proximity, route timing, vehicle type and seniority. There will be no rotation for year round weekend contract charters (ex. church charter). Initial assignment will be by seniority.
- (c) The Company will advise the assigned driver of the details relating to the charter. The driver will be responsible to obtain the charter paperwork which will be made available by the Company. After a driver completes an assigned charter, he/she cannot obtain another charter until the next rotation.
- (d) Every effort will be made to follow the rotation to accommodate last minute requests for emergency field trips and charters. Due to unforeseen circumstances, if it is not possible to follow the rotation, the Company may assign a driver at its discretion.
- (e) Drivers with assigned routes may not be eligible to be selected for a charter if their assigned route times conflict with charter departure or return time.
- (f) In order to allow for fair distribution of charters, drivers are expected to cover both long and short charters.
- (g) A driver may be assigned a charter out of rotation if requested by the customer. The Company will document the details of the request and will provide a copy to the Union Chairperson. In this case the driver will be passed when his/her turn in the rotation arrives. Customer requests may be denied if the request results in increased charter/field trip run time.

- (h) It is expected that dedicated charter drivers may be assigned to cover a route when there is no route time charter work. In this case, the dedicated charter driver may be assigned to perform as a spare driver and will be paid the spare driver rate of pay in accordance with Schedule "A".
- (i) Employees may not switch charters with other employees unless approved by the Company or in the case of an emergency, when the Company cannot be contacted.

28.04 Charter Lists/Logs

- (a) A copy of the assignment sheet for charters will be posted daily for the previous days work by 12:00 PM and will remain posted for five (5) working days.
- (b) Weekly charter logs will be maintained by the Company and will be provided to the Union Chairperson. The charter logs will reflect the date and time the charter was assigned. It will also include the name of the employee who accepted the charter and those employees who refused.

28.05 Removal from Charter Service

- (a) An employee who refuses two charters in the school year will be removed from the charter rotation for three (3) months. The Company will notify the Union Chairperson whenever an employee is removed from the charter list along with the reasons for being removed. An employee who is unable to accept a charter assignment due to injury, illness or other approved leave will not be considered a refusal, but it will count as a turn in the rotation.
- (b) If an employee is unable to perform a charter because it conflicts with his/her regular route, this will not be considered a refusal. Employees by-passed because of conflict with their route times will resume their placement on the list at the next available opportunity.
- (c) Valid customer complaints may result in a driver being removed from the charter rotation. The General Manager will inform the Union Chairperson of the details of the complaint.

28.06 Remain Charters

- (a) In addition to the regular rate of pay as set out in schedule A, employees will be paid a minimum of;
 - (i) Thirty (30) minutes to arrive to the pick up location.
 - (ii) Thirty (30) minutes after the final drop off time.

28.07 Do Not Remain Charters

- (a) In addition to the regular rate of pay as set out in schedule A, the employee will be paid a minimum of:
 - (i) Thirty (30) minutes to arrive to the pick up location.
 - (ii) Thirty (30) minutes after the final drop off time.
 - (iii) Thirty (30) minutes to return back to the charter destination.
 - (iv) Thirty (30) minutes after the final drop off time.

28.08 School Charters

- (a) Where a charter is required at a school, the charter will be assigned by rotation from those drivers who serve this school. In the event that the charter will start more than one (1) hour from the regular route drop off time, the work will be assigned by rotation from the charter list.

28.09 General

- (a) It is the Company's responsibility to ensure every employee is aware of the proper pick-up and drop-off locations for each charter.
- (b) Detailed maps of charter location(s) will be provided to drivers upon request if possible.
- (c) The Company will stamp each charter as a "remain" or a "do not remain".
- (d) For any charter assignment, a driver will be paid fifteen (15) minutes for each time he/she is required to complete a circle check. This payment is at the regular charter rate and is in addition to all other monies paid for the charter assignment.
- (e) For any charter assignment, when an employee is required to arrive 15 minutes early to the pickup location he or she will be paid 15 minutes. This payment is at the regular charter rate and is in addition to all other monies paid for the charter assignment. This will not apply where the charter starts/stops at the last school served.

28.10 Cancellations

- (a) When two or more employees who are scheduled for a charter report to the pick up location, and the customer cancels a bus or buses, the senior employee(s), will have first choice to drive the charter or accept the cancellation payment. This payment will be two (2) hours at the charter rate. If a driver

declines the charter assignment to receive the cancellation payment this will count as a turn in the rotation.

- (b) Subject to 28.10(a), an employee who has his/her charter assignment cancelled will not have this count as a turn in the rotation.

ARTICLE 29 GENERAL

- 29.01 The Company shall pay \$200.00 annually into a special fund for the purpose of contributing to the Unifor Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. The monies shall be paid on June 1st of each year into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, Ontario M2H 3H9

- 29.02 Upon request, the Company will provide employees a certificate of service.
- 29.03 The Company will reimburse employees for the cost of long distance calls as required in the course of his/her employment duties.
- 29.04 When a new position is created outside the bargaining unit, the Company will post a notice of the position on the Company notice/information board(s). It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.

ARTICLE 30 DURATION OF AGREEMENT

- 30.01 This Agreement shall be effective from the 1st day of May, 2013 up to and including the 30th day of April, 2016. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time with a period of 90 days before the expiry date of the Agreement. Following the notice to bargain the parties shall meet within fifteen (15) days of the notice or within a further period as the parties mutually agree upon.
- 30.02 During the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 30th day of April, 2013, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

- 30.03 If negotiations for renewal of this Agreement should extend beyond the expiry date, the negotiated wages of the Agreement will be retroactive to the termination date of the previous Agreement, regardless of the date the Agreement is executed, unless expressly provided otherwise in a memorandum of settlement between the parties.
- 30.04 For purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

For the Union

For the Company

Daro Singh

Greg Shand

Donna Tiano

Joanne Antoine

Linda Martens

Cal Schmidt

Debbie Montgomery

Shane Wark

SCHEDULE "A": WAGES AND HOURS OF SERVICE

POSITION/ASSIGNMENT	EFFECTIVE MAY 1, 2013	EFFECTIVE MAY 1, 2014	EFFECTIVE MAY 1, 2013
	2%	2%	2%
Regular AM/PM Driver Summer School/Camp			
Probationary	\$52.02	\$53.06	\$54.12
Less than 1 year	\$56.04	\$57.16	\$58.30
1 year, less than 2 years	\$57.07	\$58.21	\$59.37
2 years of more	\$58.55	\$59.72	\$60.91
<ul style="list-style-type: none"> ❖ The above rate is payable on the basis of a minimum guarantee of four (4) hours daily. ❖ Three (3) hours is a minimum guarantee for sum AM/PM live time. ❖ In addition to this live time each driver will be paid a guarantee of one (1) hour at the regular hourly rate for duties of pre-trip, sum of travelling time AM and PM (from parking spot to first pick and from last drop to parking spot – dead head), child check, interior cleaning, fill hours of service log book and fueling. 			
Regular Hourly Rate			
	2%	2%	2%
Probationary	\$13.01	\$13.27	\$13.53
Less than 1 year	\$14.01	\$14.29	\$14.58
1 year, less than 2 years	\$14.27	\$14.55	\$14.84
2 years of more	\$14.64	\$14.93	\$15.23
<ul style="list-style-type: none"> ❖ The above rate is payable for any time above the minimum guaranteed daily live hours, for covering/assisting with another route (in full or part), for early or late starts/dismissals and for lunch routes. ❖ These payments are in addition to regular AM-PM wages. ❖ Lunch routes are payable on the basis of a minimum guarantee of 0.75 hours, from "key on" to "key off". 			
	2%	2%	2%
Spare Driver	\$96.98	\$98.92	\$100.90
<ul style="list-style-type: none"> ❖ The above rate is payable on the basis of a minimum guarantee of 2.5 hours in the AM and 2.5 hours in the PM. (Toronto North) ❖ The above rate is payable on the basis of a minimum guarantee of 5 hours per day. (Toronto East) ❖ Reference Article 23 for complete spare driver wage administration. 			

	2%	2%	2%
Charters	\$12.31	\$12.56	\$12.81
<ul style="list-style-type: none"> ❖ The above is payable on the basis of a minimum guarantee of two (2) hours daily (minimum 3 hours daily if the assigned charter occurs on a day the employee was not scheduled for other work. ❖ Reference Article 28 for charter administration 			
Dedicated Charter	\$13.37	\$13.64	\$13.91
<ul style="list-style-type: none"> ❖ The above rate is payable on the basis of a minimum guarantee of eight (8) hours daily. 			
Driver Trainers (Non Signing Authority)	\$13.41	\$13.68	\$13.95
	2.5%	2.5%	2.5%
Driver Trainers (Signing Authority)	\$15.00	\$15.37	\$15.75
<ul style="list-style-type: none"> ❖ The above rate is payable on the basis of a minimum guarantee of 1 hour per day, except in the summer training period when the above rate will be payable in accordance with LOA #3. ❖ A Driver Trainer/SA who is not required to train during the summer school break can exercise his/her Collective Agreement rights as a regular AM/PM driver. 			
	2%	2%	2%
Evaluators	\$13.41	\$13.68	\$13.95
<ul style="list-style-type: none"> ❖ The above rate is payable on the basis of a minimum guarantee of three (3) hours per evaluation. 			
	2%	2%	2%
Start-up meeting	\$27.69	\$28.25	\$28.81
<ul style="list-style-type: none"> ❖ The above amount is payable for attendance at the Start-up meeting. 			
	2%	2%	2%
Other meeting	\$11.08	\$11.30	\$11.52
<ul style="list-style-type: none"> ❖ (ex. Safety meeting) will be paid on the basis of a minimum guarantee of one (1) hour. 			
	2%	2%	2%
Dry Run	\$33.24	\$33.91	\$34.58
<ul style="list-style-type: none"> ❖ The above amount will be paid for the school start up and summer camp/summer school dry runs. These dry runs are mandatory. 			

	2%	2%	2%
Courier/Errands/Ambassador/ Shuttles/Bus/Wash/Quick Fix/Services/Cold Start	\$11.08	\$11.30	\$11.52
❖ These assignments will be paid on the basis of a minimum guarantee of half (05) hour.			
Inclement Weather	Regular Daily wages	Regular Daily wages	Regular Daily wages
❖ On any working day when routes are cancelled due to weather or other board directives, employees will receive their regular daily wages for that day.			
School Board Strike/Lockout	Regular Daily wages	Regular Daily wages	Regular Daily wages
❖ In the event that there is a strike, walkout or lockout with school district/board, and the buses are not running, employees will receive their regular daily wages for each day, subject to provisions of the school board contract.			
	2%	2%	2%
Service Bonus	\$30.60/month	\$31.21/month	\$31.83/month
<ul style="list-style-type: none"> ❖ Employees will be eligible for the monthly service bonus for each month or partial month of service in each school year when he/she works at least 10 days in the month. ❖ The service bonus will be earned on a monthly basis, in each school year. ❖ Accrued service bonus monies will be paid out on or before the 2nd week in July. ❖ If an employee is terminated, for any reason, (except a termination for just cause) he or she will be paid the service bonus that has accrued up to the termination date. 			
Hydro Allowance	\$21/month	\$22/month	\$23/month
<ul style="list-style-type: none"> ❖ The allowance will be paid to those employees who plug their buses in overnight between November 15th and March 15th of each school year. ❖ Employees claiming the hydro allowance must complete and submit the form after March 15th. ❖ Payment will be received on the pay cheque for the following pay period. 			
Charter Meals	B: \$10.50 L: \$10.50 D: \$18.75	\$10.50 \$10.50 \$18.75	\$10.50 \$10.50 \$18.75
❖ In the event an employee is required to remain overnight on a Charter, the Company will pay the cost of hotel accommodations. Employees will receive the above allowance for any meals incurred in an overnight charter.			
Mileage	Company Policy (minimum \$0.51/km)	Company Policy (minimum \$0.51/km)	Company Policy (minimum \$0.51/km)

- ❖ An employee will be paid for all mileage when he/she has to use his/her personal vehicle in the course of his/her assigned duties, save and except for travel to or from his/her home and the Company's office yard or where the employee parks his/her assigned bus.

General			
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|---|--|--|--|
| <ul style="list-style-type: none">❖ The Company will pay all wages on a per minute basis. | | | |
|---|--|--|--|

LETTER OF AGREEMENT - #1 WOMENS ADVOCATE

May 1, 2013

Shane Wark
National Representative, Unifor

Dear Mr. Wark,

The parties, Stock Transportation and Unifor and its Local 4268, agree that a Women's Advocate may be selected by the Union and will be recognized by the Company.

The parties agree that this letter shall form part of the Collective Agreement.

Very truly yours,

Greg Shand
General Manager
Stock Transportation

I agree with the contents of this letter.

Greg Shand

Shane Wark

LETTER OF AGREEMENT - #2 PAID REPRESENTATION HOURS

May 1, 2013

Shane Wark
National Representative, Unifor

Dear Mr. Wark,

The parties, Stock Transportation and Unifor and its Local 4268, agree that for the duration of the Collective Agreement, the Union Chairperson will be provided 12 paid hours per month (including July and August) for the purpose of Union Representation. The hours will be paid at the regular hourly rate. The Union Chairperson will notify the Division Manager in advance of the dates he/she will be using the hours. These hours will be used immediately following the completion of his/her AM route, or at another time as agreed between the Division Manager and the Union Chairperson.

The parties agree that this letter shall form part of the Collective Agreement.

Very truly yours,

Greg Shand
General Manager
Stock Transportation

I agree with the contents of this letter.

Greg Shand

Shane Wark

LETTER OF AGREEMENT - #3 SUMMER TRAINING HOURS

May 1, 2013

Shane Wark
National Representative, Unifor

Dear Mr. Wark,

The parties, Stock Transportation and Unifor and its Local 4268, agree that for the duration of the Collective Agreement, Driver Trainer/SA's will have the following minimum guarantee during the summer training period.

- If an AM trainee shows up to be trained – 4 hours
- If a PM trainee fails to show – 1 hour
- If an AM trainee fails to show – 2 hours
- If a PM trainee shows up to be trained – 4 hours
- If both AM and PM trainee's fail to show – 2 hours AM and 2 hours PM

If a trainee fails to show a Driver Trainer/SA may be assigned other duties. If a Driver Trainer/SA chooses not to be assigned other duties they are allowed to leave work and will only be paid for the time worked.

The parties agree that this letter shall form part of the Collective Agreement.

Very truly yours,

Greg Shand
General Manager
Stock Transportation

I agree with the contents of this letter.

Greg Shand

Shane Wark