



COLLECTIVE AGREEMENT

BETWEEN:

FIRST CANADA ULC

COB AS

FIRST STUDENT CANADA

AJAX/WHITBY

AND

UNIFOR

AND ITS LOCAL 4268

December 8, 2017 – December 7, 2021

15182 (01)

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ARTICLE 1: PREAMBLE AND PURPOSE

1.01 Preamble and Purpose

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

ARTICLE 2: EFFECTIVE PERIOD

2.01 Entire Agreement

This Agreement constitutes the entire agreement between the Union and the Company regarding the terms and conditions under which bargaining unit members will be employed. Any amendment to the terms and conditions provided in this agreement will be a matter of consent between the Union and the Company, and amendments will not be implemented without the mutual agreement of the parties.

2.02 Duration

The parties herein agree that the term of the collective agreement shall be from December 8, 2017 to December 7, 2021.

2.03 Extension

Any extension of the period as defined in 2.02 above shall only be by mutual consent of the Parties of the Agreement.

2.04 Notice Period

Following the notice to bargain the parties shall meet within twenty (20) days of the notice or within a further period as the parties mutually agree on. At no time will this period extend beyond sixty (60) days.

2.05 Proof of agreement

Proof of the new Agreement will be prepared by the Company for signing within thirty (30) days of ratification.

2.06 Printing of Agreement

The Company agrees to pay half of the invoice price towards the printing of the agreement, upon receipt of the printing invoice.

ARTICLE 3: RECOGNITION

3.01 First Student and Unifor

The Company recognizes Unifor and its Local 4268 as the sole and exclusive bargaining agent for all bus drivers employed by First Canada ULC, carrying on business as First Student Canada, at or out of its Whitby branch located at 6775 Baldwin Street North in Whitby, Ontario and its Ajax branch located at 225 Mackenzie Avenue in Ajax, Ontario, excluding supervisors, persons above the rank of supervisor, dispatchers, mechanics, office and clerical staff, full-time safety officers and summer students.

3.02 Employees

The word “employee(s)” in this Agreement shall mean the employee(s) for whom the Union is the bargaining agent as set out in Article 3.1.

3.03 Employer Agrees

The Employer agrees that it will not enter into any other agreements with employees, either individually or collectively which will conflict with any of the provisions of this collective agreement.

3.04 Bargaining Unit Work

Supervisors and employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit as set out in article 3.1 except in case of extreme emergency.

3.05 Change of Address

The parties agree that if the municipal address at which the Whitby-Ajax branches are located change within the town of Whitby or the town of Ajax the Company services during the term of operation of this collective agreement, the bargaining rights of the Union shall be unaffected by such a relocation and the collective agreement shall continue to be binding on the Union, the Employer and employees despite the relocation.

3.06 Notice to Union

The Company shall notify the Union at least ninety (90) days in advance of a municipal address change for the location and will meet and discuss the implementation of any matter which may affect the bargaining unit arising from such move.

ARTICLE 4: UNION SECURITY

4.01 Dues

The Union agrees to supply the Company with notice in writing as to the amount of regular bi-weekly dues. The amount to be deducted shall not change during the term of the agreement except to conform to a change in the amount of dues according to the Union’s constitutional provisions. Only payroll deductions required by law shall be

made from wages prior to the deduction of dues. The Company shall deduct dues for each pay period from each employee covered by the Recognition Clause (Article 3) of this Collective Agreement. Deductions from pay will start from the first (1st) month of employment.

4.02 Membership in the Union

Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion or sex.

4.03 Dues to Local

a) The amount of dues so deducted from wages shall be remitted by the Company, from the proper issuing department, accompanied by a statement of deductions from employees, to the Financial Secretary/Treasurer of Local 4268. This will occur no later than the fifteenth (15th) day in the following month which the deductions are made. The Company will provide the following with the dues statement:

- Employee's full name
- Employee's full address
- Employee's phone number
- A list of employees who did not have dues deducted and the reason why no deduction took place

b) When dues are deducted

Dues are to be deducted biweekly from each employee covered by the recognition clause (Article 3) of this Collective Agreement. Deductions from pay will start immediately upon employment. A copy of the statement of deductions will also be forwarded to the Union Chairperson.

c) Only twice a month

Where there is a month where an employee(s) receives three (3) pays, dues will only be deducted from the first two pays in that month.

4.04 Responsibility of dues

The Company shall not be responsible financially or otherwise, either to the Union or to any employee for failure to make deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in the next subsequent remittance, provided the Company is notified by the Union within ten

(10) days of the remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.

4.05 Liability of dues

In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article of this Agreement, all Parties shall cooperate fully in defense of such action. Each party shall bear its own cost of such defense except that if at the request of the, Union, counsel fees are incurred; these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

4.06 New Employees

Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Union is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions in the disposal of any grievance that may arise with respect thereto. A copy of the Collective Agreement, which the Union will provide, will be included, by the Company, in all start-up or welcome packages given to new hires. In addition, the new employee(s) will be allowed twenty (20) minutes to meet as a group with the Union Representative(s) privately, at a mutually agreed time during the training sessions where they will be provided with the contact information of the Union Representatives.

4.07 Authorization Cards

Each new employee when hired by the Company will be required to sign an authorization card (supplied by the Union) for the purpose of becoming a Union member and authorizing the Company to deduct monthly Union dues, as a condition of their continued employment with the Company. This card must be completed before the new employee is allowed to work, and the Union Chairperson will receive the card within five (5) days.

4.08 Union Meetings

The Union agrees that there will be no Union meetings called during normal working hours. The Union or any employees covered by this agreement shall not engage in Union activities during normal working hours or hold meetings of any kind during normal working hours. The Company will communicate in advance the dates and times of Union meetings. The announcement will be made, with appropriate notice from the Union, which will be the day preceding the meeting and the day of the meeting. Announcements will be made two (2) times per day AM (7:45-8:15) and PM (2:45-3:15) 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.

Normal working hours shall mean the times of regular AM and PM route times for the purpose of this agreement.

4.09 Evening Meetings

On evenings when the Union is holding a meeting, the Company shall make every reasonable effort to schedule work in a manner, which will permit employees to attend. Up to two (2) buses will be afforded to the Union to transport members at designated pickup points to the meetings. If an employee is asked to work, they may with authorization be allowed to use their bus to attend the meeting with notification to the Company. (No wages paid or owed to the driver of buses used for membership meetings).

ARTICLE 5: MANAGEMENT RIGHTS

5.01 Usual Rights

The Union acknowledges that the Company has all the normal and usual rights of Management in running its business in all respects according with its obligations, including the following:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, promote, demote, suspend or otherwise discipline employees provided that a claim for an employee that he/she has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- c) Generally to manage its business in all respects in accordance with its obligations subject to the provisions of the Agreement.
- d) Make and alter from time to time rules, regulations, policies and procedures which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules, regulations and policies that are made or altered by the Company from time to time. In addition, the Company will provide the Union with a minimum advance notice of two (2) weeks in writing of the establishment of new rules or amendments to current rules prior to all employees receiving training on such new rules or amendments before implementation. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or amendment to rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.

5.02 Limited to Agreement

The exercise of management rights shall be subject to the limitations contained in this Agreement and the Company shall not exercise its rights arbitrarily or in bad faith.

ARTICLE 6: NO STRIKES OR LOCKOUTS

6.01 Job Action

During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined in the Canada Labour Code.

6.02 Picket Lines

It shall not be a violation of this Agreement when an employee refuses to cross a picket line because that employee(s) has reasonable cause to believe it is unsafe to do so. Failure to cross a picket line in such instances shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 7: UNION REPRESENTATION

7.01 Union Committees

The Company recognizes the right of the Union to elect or otherwise appoint the following:

- Union Chairperson and Vice-Union Chairperson
- Union Representatives/Stewards
- Union/Management Committee
- Negotiating Committee
- Health and Safety Committee

The allocation and jurisdiction of these representatives will be the responsibility of Unifor Local 4268. These representatives will be seniority employees.

In the event of layoff, the Union Chairperson and Vice-Union Chairperson shall have super seniority (second last person to be retained on the respective seniority list) during a permanent layoff.

7.02 Authorized Personnel

No employee or group of employees will undertake to represent the Union at meetings with the Company without the proper written authorization of the Union.

7.03 Meetings

The Company and the Union agree that a Union/Management co-operative committee will schedule monthly meetings or bi-weekly if necessary, for the purpose of discussing the matters of mutual concern. Meetings between the Company and the Union committee shall be held at times mutually agreeable to both Parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union by the

Company and a copy to the Unit Chairperson and Vice Chairperson within ten (10) working days. The Company will pay Union representation for Union/Management meetings to a maximum of two (2) hours at their regular hourly rate.

If an agenda item from the prior Union/Management meeting is unresolved, the Company shall supply to the Union a written response at the next Union/Management meeting.

No matter may be discussed which is the subject of a current grievance at step two above.

Union Representatives will not suffer a loss of pay for attendance at Union-Management meetings, investigation meetings, discipline meetings and grievance meetings with the Company during regular working hours. If a Union Representative attends any meeting outside of his/her regular working hours he/she shall receive the special work rate of pay for all time spent in the meeting.

7.04 Names of Officials

The Union shall notify the Company in writing of the names of its officers, Chairperson/Vice Chairperson, stewards and the Union committees dealing with the Company. The Company shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions. When requested by the Union Committee, the Local Union president or designate, and a National Union Representative may be in attendance at any meeting.

7.05 Union Officials

The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union and the President of the Local shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further that the representative shall obtain the consent and approval of the manager or his/her nominee before visiting any property of the Company, which consent will not be unreasonably withheld.

7.06 Obligations

The Parties agree that management and Union representatives in the employ of the Company have a special obligation to uphold the terms of this Agreement.

7.07 Union Representatives

Union representatives have regular duties to perform on behalf of the Company. They will not absent themselves from their regular duties in order to deal with grievances or other Union business, without management consent; however such consent will not be unreasonably withheld.

ARTICLE 8: DISCIPLINE

8.01 Discipline Meetings

The Company shall notify every employee of their right of Union representation at a meeting called by the Company to advise the employee of formal discipline. The Company shall provide the employee with an opportunity to talk to their Union representative.

8.02 No Employee Dismissed

Except in cases of drinking or substance abuse on duty or proven dishonesty, the Company agrees that no employee shall be dismissed from the Company's service until a fair and impartial hearing has been held. The Company will give the Union Chairperson/ Vice Chairperson forty-eight (48) hours' notice of matters to be dealt with at impartial hearings and grievances, and the subject matter to be dealt with. Nothing herein prevents the Company from removing such driver from service with pay until a hearing with the Union Chairperson/ Vice Chairperson in attendance.

*The hearing is with the Union Chairperson or Vice Chairperson but not both.

8.03 Discipline

Letters of reprimand, adverse reports or written disciplinary warnings/suspensions shall be removed from an employee's file after eighteen (18) months.

Employees who have three (3) preventable collisions in any twenty-four (24) month period may be dismissed from service.

It is understood that the School Board or any other customer has no rights as far as the disciplining of the employees covered by this Collective Agreement.

With respect to the Company's obligation to consider all complaints received about a driver, management will take into consideration the source of the complaint, as well as the ability to verify the complaint, when determining what, if any, action to take resulting from the complaint. Should the complaint be the basis for discipline, the union shall be allowed to review the complaint with all identifying information removed.

8.04 Issue Discipline

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. A request to extend this time limit will not be unreasonably withheld.

8.05 Employee Files

A copy of any entry which relates to an employee's conduct (except instructions) or discipline shall be sent to the employee and to the Union Chairperson/ Vice Chairperson at the time the document is placed in the employee's file. An employee may request to

review his/her own personal file twice a year in writing to the Location Assistant Manager at any time during their employment. Such review will be accommodated within two (2) business days of the request and the employee may be accompanied by a Union Representative. Employees will also be granted this request at the conclusion of any discipline.

8.06 Employee Submissions

An employee's written reply to a complaint, accusation or expression of dissatisfaction shall become part of his/her personnel file. Disciplinary action, where necessary, will not be unduly delayed.

ARTICLE 9: GRIEVANCE AND ARBITRATION

9.01 Grievance Process

The Parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes in the early stage of the grievance procedure. It is understood that a reasonable amount of may be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its committees will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the committee from properly fulfilling its obligations to investigate and settle grievances. Both parties shall agree to acknowledge receiving all grievances and correspondence of such grievance material to the other party in writing, upon receiving the grievance.

9.02 Procedure

Any difference concerning the complaints relating to the administration or application of this Agreement, or an employee who feels she/he has been unjustly dealt with, the following procedure shall be followed:

The Employee will communicate to the Manager or his/her designate by phone call, email or a meeting in order to settle any disputes before filing a grievance. In the case of a meeting the employee may be accompanied by a Union representative.

Step 1: Location Manager

The grievance shall be in writing, copy of which shall be given to the Branch Supervisor and to the employee's representative. The grievance must be presented to the Branch Supervisor within fifteen (15) calendar days after the occurrence of the matter complained of and the Location Manager shall answer the grievance presented to him in writing within five (5) working days after he has received it. The grievance may be signed by either the employee or the representative.

Step 2: Area General Manager

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

Step 3: Director of Labour Relations

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

9.03 Discharge

A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within ten (10) working days of the date the employee is notified of the discharge.

9.04 Arbitration

a) Failing a satisfactory settlement at Step 3 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fifteen (15) working days after the Director of Labour Relations' response.

b) A notice of intent to arbitrate, with a sole arbitrator, shall contain a list of three (3) arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from the list within ten (10) working days, either party may request the Minister of Labour to name an Arbitrator.

9.05 Arbitrator Guidelines

Except as otherwise provided in this Agreement the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions. In the case of discipline or discharge the Arbitrator shall have the right to adjust or set aside any penalty if he feels it is just and equitable to do so.

9.06 Fees

The fees and expenses of the arbitrator shall be divided equally between the Company

and the Union.

9.07 Settlement

At the conclusion of a grievance should the settlement require monetary compensation to the affected employee, the grievance number will be included on the employees spreadsheet when the monies are paid. The monetary compensation will be paid on the next pay period.

9.08 Directive of Grievances

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

9.09 Policy Grievance

In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented in writing within fifteen (15) working days after the occurrence of the matter complained of. If the Union files such a grievance, it shall be done by the Union Chairperson/Vice Chairperson submitting a statement of the claim to the Director of HR or his/her nominee who shall answer same in writing within seven (7) working days, and the other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the Director of HR or his/her nominee submitting a written statement of the grievance to the Union Chairperson/Vice Chairperson. He/She shall answer the grievance in writing within seven (7) working days and if the matter is not settled, there shall be a meeting at a mutually agreed location between the Union grievance committee and Management within seven (7) working days after the Union Chairperson/Vice Chairperson has submitted his/her answer. The National Representative and/or the President/designate of the Local and the Union Chairperson/Vice Chairperson will be in attendance at all Step 3 meetings. A reference of any matter to Arbitration shall then follow the other terms set forth in this Agreement

9.10 Timeline Extension

All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing between the Company and the Chairperson/Vice Chairperson. In particular, it is recognized that when a person involved in a grievance or all members of the grievance committee are not available due to absence away from location, 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.

9.11 Time Limits

Other than the initiation of a grievance, when either Party violates the time limits, the grievance will proceed to the next step. The parties will advise the other in writing when a grievance is dropped which will not be unreasonably delayed.

9.12 **Restriction on Days**

Time set for grievances, arbitration's and investigations shall not include Saturdays, Sundays and Public Holidays for both the Company and the Union.

ARTICLE 10: NO DISCRIMINATION/WORKPLACE HARASSMENT

1. **Policy**

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union. The Company representatives, Union representatives and employees shall conduct themselves in a respectful and courteous manner when addressing each other.

2. **Prohibited Grounds**

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

3. **Unwanted Actions**

The Company and Unifor are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

Unwelcome remarks, jokes, 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, practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment, posting or circulation of offensive photos or visual materials, refusal to work or converse with an employee because of their racial background or gender, unwanted physical conduct such as touching, patting, pinching, etc., condescension or patronism, which undermines self-respect, backlash or retaliation

for the lodging of a complaint or participation in an investigation.

Harassment Is Not

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

Filing A Complaint

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

Request a Stop of the Unwanted Behaviour

Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

Report The Incident To Supervisor/Committee Person

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company official.

Investigation

Upon receipt of the complaint, the Supervisor/Union person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Unit Chairperson/ Vice Chairperson.

Investigative Committee

The Union Chairperson / Vice Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of one (1) member each of both Management and the Union appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one person of the same gender.

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

documents may also be reviewed.

The investigators will be paid for all time spent during the investigation as well as completing any and all reports of their findings.

Confidentiality

In the course of the investigation, all parties involved will take all possible measures to preserve confidentiality.

Resolution

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

Resolution or Grievance

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

No Frivolous Complaints

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Maintain the Right

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the Human Rights Code.

ARTICLE 11 LEAVE OF ABSENCE

11.01 Leave Process

Employees requesting a leave of absence shall make written application on the forms supplied by the Company to their manager giving at least seven (7) working days' notice (if possible). The Company may, at its discretion, grant such leave of absence in writing for a period of up to one (1) month. The request for leave of absence will not be

unreasonably denied. The employee and the Union Chairperson/Vice Chairperson will be provided copies of these forms and the responses.

11.02 Extension

A leave of absence may be extended by the Company upon receiving notice from the employee, provided such notice is received at least five (5) working days prior to the expiration of the leave of absence (if possible). The Union Chairperson/Vice Chairperson will be notified of such request and the Companies response.

11.03 Union Extended Leave

An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay and without loss of seniority for the term that the employee occupies the position.

11.04 Union Business

Upon written request of the President of Local 4268, and/or the Union Chairperson/Vice Chairperson, employees delegated and attending general business of the Union shall be granted a leave of absence without pay for that purpose. As much advance notice as possible will be given by the President of Local 4268, and/or the Union Chairperson/Vice Chairperson prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one (1) time shall not exceed two (2).

11.05 Maintain Seniority

The name of an employee which is on an approved leave of absence shall be maintained on the seniority list and accumulate seniority.

It is clearly understood that the Company will return the driver to his/her former route/position when returning from an approved leave of absence during the same school year.

Should the next sign up occur while an employee is on an authorized leave of absence they will be eligible to sign for a specific route for the duration of one full sign up period.

11.06 a) Return from a Leave

An employee wishing to return from leave of absence prior to the expiration of an approved period of leave must advise their supervisor in writing at least three (3) working days in advance of the date upon which they wish to return to work. When a driver has been granted a leave of absence in writing, the driver may cancel the leave in writing, and will return to their former route/position. The Union Chairperson/Vice Chairperson will be notified of such request and the Companies response.

b) Medical leave

For a Medical Leave of Absence the supervisor will make every effort to accommodate the returning employee in accordance with the Canadian Human Rights Code or any

other applicable legislation. Confirmation of accommodation is to be provided to the Union Chairperson/Vice Chairperson.

c) ROE

Records of Employment (ROE) for employees that go on a medical leave of absence will be issued to Service Canada electronically as per the EI Act. A hard copy shall be provided to any employees who request it.

d) Compliance

The Company will comply with all applicable Federal laws, the Canada Labour Code and its 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 law which is not covered by the terms of this Agreement.

11.07 Jury Duty Leave

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Company Witness

Time spent by an employee to serve as a court witness for the Company in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay. If the employee is on a designated lay-off period, the employee shall be paid for all in court at their appropriate rate of pay while working.

11.08 Bereavement Leave

The Company agrees that in the event of a bereavement in an employee's immediate family, (meaning spouse/common law spouse, son/daughter, son/daughter-in-law, mother/father, sister/brother, grandparent, grandchild, mother/father-in law, sister/brother-in-law, and step parents, spouse's step parents and step children), an employee will be given three (3) days leave immediately following the day of death will be paid for all loss wages at the applicable rate.

It is understood that any relative of the employee who resides permanently with the employee or with whom the employee permanently resides shall be considered immediate family.

The parties recognize that in the case of winter burials, that the deceased may be interred at a later date. The employee may, at their discretion, withhold a minimum one day of the bereavement time with pay to accommodate the subsequent attendance at

the gravesite for the burial of the deceased. The employee must give seven (7) days' notice prior to the internment.

Proof of funeral services, relationship and residency may be required.

ARTICLE 12– VACATIONS

12.01 Less than One (1) Year Service

All employees with less than one (1) year of service shall accrue vacation pay based on four percent (4%) of their total earnings from the date of hire. Vacation pay accrued will be paid out at the prescribed time set out herein.

12.02 More than One (1) Year

Employees who have maintained an employment relationship with the Company of one (1) year shall receive a vacation of two (2) weeks, and they shall receive for vacation pay an amount equal to four percent (4%) of the pay received for all work performed in the working year.

12.03 More than Five (5) Years

Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six (6.0%) percent of earnings in the previous year.

Progression of the above vacation schedule shall be determined by the anniversary of an employee's date of hire. Authorized sick/medical leave and absence on Workers Compensation will be calculated as though worked for all purpose of calculating vacation pay.

12.04 More than Ten (10) Years

An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight (8.0%) percent of earnings in the previous year.

Progression of the above vacation schedule shall be determined by the anniversary of an employee's date of hire. Authorized sick leave and absence on Workers Compensation will be calculated as though worked for all purpose of calculating vacation pay.

12.05 Vacation Days

Vacation days shall be exclusive of the assigned rest days and legal holidays, as specified in this Agreement.

12.06 a) Vacation Process

Seniority of employees will govern choice of vacation days during the vacation sign up period. Employees will recognize during normal lay off periods

(such as School; Christmas, March and Summer break periods) they will have time away from work. The Company will allow up to three (3) drivers off from each location at any one time for vacation purposes.

b) **Booking Vacation** All employees may request vacation time off during annual vacation sign up period between May 1st and through the end of May. Seniority shall govern the choice of vacation time off for the next year. The vacation list will include each drivers name, seniority and approved selection to be posted June 5th, each year on the bulletin board with paper copies to union Chairperson and Vice-Chairperson.

c) **Other Requests** All other requests must be made fourteen (14) days in advance of vacation time off on a first come basis and the Company will respond to such requests in five (5) days.

d) **Cancellations** If an employee who has an approved vacation time needs to cancel such time the Company will modify the vacation list to reflect that availability.

12.07 Vacation Payout

Vacation pay will be paid out a maximum of twice per year including the last pay period in November. Drivers may also request (all current monies) be paid on the pay period prior to vacation provided they have notified the manager or his/her designate at least four (4) weeks prior to the vacation date.

12.08 Work Year

The work year shall be defined as the period between July 1st and June 30th inclusive.

ARTICLE 13 - PAID HOLIDAY

13.01 Employees shall be granted a holiday with pay for each holiday listed below:

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

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

13.03 Recognized Holidays

If any of the Company recognized holidays, not designated under the Canada Labour Code, cease to be recognized by a customer and services are required on that day, the Parties agree to meet and discuss methods to address this issue.

13.04 **Statutory Pay**

Employees who qualify for the Statutory Holiday as outlined in the Canada Labour Code will receive holiday pay equal to 1/20th of the wages earned excluding overtime pay, in the four (4) weeks immediately preceding the week in which the holiday falls.

If an employee is required to work on a holiday listed above, they will be entitled to their regular daily rate plus time and a half (1 ½) for all hours worked or a day in lieu of the holiday, to be taken Monday to Friday.

ARTICLE 14 - HEALTH SPENDING ACCOUNT

Yearly Employer contributions of one hundred and fifty dollars (\$150.00) per eligible driver will be made each January.

Eligibility for reimbursement of expenses will be in accordance with CRA guidelines.

Expenses must be submitted to Manulife within sixty (60) days of the end of the calendar year in which it was incurred.

Any unused monies deposited at the beginning of any year will be carried over until the next year. At the end of that year if they remain unused those monies will be forfeited.

ARTICLE 15 – TRAINING

15.01 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. The Company agrees to pay for essential and approved training to maintain or upgrade licenses as may be required, for non-probationary employees.

15.02 An employee required by the Company, or its customers to take training courses, whether during or outside of normal working hours, will be paid at his/her regular daily rate of pay. Drivers will not be required to attend training on PA days (the exception will be CPR training which is scheduled four (4) weeks in advance), weekends, March break, summer break and Christmas Break or scheduled/Statutory holidays. The Company will arrange other dates and times to accommodate drivers. Examples of specific training include but will not be limited to the following:

- a. First Aid/CPR
- b. Post Collision Re-Training
- c. Defensive Driver Refresher Course

- d. Health and Safety
- e. Operation of wheelchair equipped vehicles
- f. Charter training
- g. Workshops

Fully equipped buses for the summer months will be available for the purpose of training and they shall be a bus that is suitable for training as applicable for the classification.

- 15.03 Each employee will participate in a driver evaluation on an annual basis. New drivers or drivers involved in an accident/collision may be evaluated on a more frequent basis. The Company will provide the employee a copy of the evaluation results.

Driver Trainers

- 15.04 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.
- 15.05 Driver Trainer positions shall be posted in accordance with Article 22.05. A Driver Trainer who is selected from among the employees of the bargaining unit must have the skill, ability and qualifications to perform the duties of the position.
- 15.06 A Driver Trainer who is to be designated as a "Signing Authority Driver Trainer" must meet MTO requirements as amended from time to time. These employees must have attended and successfully passed a MTO approved PRIDE course.
- 15.07 Driver-Trainer positions shall be posted in accordance with Article 22.5.
- 15.08 Driver Trainers schedules will be set one (1) week, if possible, in advance (confirmed in writing or by email) and they may also hold an AM and PM route. At no time will any scheduled work pay less than two (2) hours of pay.
- 15.09 Driver Trainers must be available to work during the summer break if employees are available to be trained. If there are no trainees the Company will afford Driver Trainers the opportunity for layoff and apply for E.I. on all traditional layoff periods and breaks.
- If a trainee fails to show, a Driver Trainer may be assigned other duties. If a Driver Trainer chooses not be assigned other duties they are allowed to leave work and will only be paid for the time worked.
- 15.10 If two (2) or more applicants for the position of driver trainer or evaluator have the necessary skill, ability and qualifications to perform the work, then the most senior applicant shall be selected.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Safe Workplace

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

16.02 JHSC Joint Health and Safety Committee

The Company further agrees to the establishment of a Joint Health & Safety Committee which will be composed of a maximum of four (4) employees appointed by the Union and a maximum of four (4) representatives of the Company. The objective of the Union is there would be equal representation from each location. The Committee will be constituted and function according to CLCII, as amended from time to time. At no time will the "management" component of the committee be larger than the "Union" component. The duties of the committee will consist of making recommendations for the improvement of safety and to work towards the elimination of all safety hazards. The committee's responsibility is to review all accidents/incidents occurring at the Ajax/Whitby location for the purpose of recommending methods by which to avoid such collisions/accidents/incidents from occurring in the future. It will also be the committee's responsibility to review all collisions/accidents/incidents and all relevant information/reports pertaining to such occurrences at the Ajax/Whitby locations.

Appeals to this process shall be made to the Regional Safety Manager or Multi Site Safety Co-coordinator.

The committee shall meet monthly for the purpose of discussing safety concerns and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year. If circumstances make additional meetings necessary, they shall be scheduled in a manner as agreed to by the JHSC.

Two (2) co-chairpersons shall be elected every two (2) years by and from the members of the committee. One (1) co-chair shall be a Union member elected by the Union committee representatives; the other shall be a Company member as identified by the Company. A Union member and a management member will be trained and certified by the IHSA (Infrastructure, Health and Safety Association), the Workers' Health and Safety Centre or any training that meets the requirements under the code.

The JHSC shall be compensated for meetings held during members' regular working hours, at their run rate and for meetings held outside the members' regular working hours, at their regular rate of pay.

The training time will be compensated at whatever is greater:

1) Normal scheduled or assigned work

or

2) Their hourly rate for all hours attended.

The Company will pay the driver the kilometer rate as per schedule "A".

The minutes of the Health & Safety Committee shall be recorded by the Company and signed by the co-chairpersons, distributed to the committee members and posted on the Health & Safety bulletin boards. They shall also be sent to the Chairperson/ Vice-Chairperson.

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

- shall consider and expeditiously dispose of complaints relating to ~~the~~ health and safety.
- shall participate in the implementation and monitoring of the programs for prevention of workplace hazards
- shall participate in the development, implementation and monitoring of a program for the prevention of those hazards that also provides for the education of employees in health and safety matters related to those hazards;
- shall participate in all of the inquiries, investigations, studies and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- shall participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials
- shall ensure that adequate records are maintained on work accidents, injuries and health hazards relating to the health and safety of employees and regularly monitor data relating to those accidents, injuries and hazards;
- shall participate in the implementation of changes that might affect occupational health and safety, including work processes and procedures

- shall assist the employer in investigating and assessing the exposure of employees to hazardous substances; and
- shall inspect each month all or part of the work place, so that every part of the work place is inspected at least once each year.
- Cooperate with health and safety Officers

Through the provisions of the CLCII, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety. The committee, in respect of the workplace for which it is established, may request from the Company any information that the committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.

All employees will be trained on section 128 “right to refuse unsafe or unhealthy work”.

Through the Health & Safety Committee, employees are given the right to have access to that information. The Committee does not have the right to access an individual's medical records without that individual's written consent.

No driver will be required or allowed to work on any job or operate any piece of equipment until s/he has received proper education/ training and instruction.

For time spent by a driver filling out an accident report whether on-site, police, insurance representative or a the collision reporting center, the driver shall be paid the remainder of the Home to School (HTS) run or assigned work or should the time required exceed their normal Home to School (HTS) or other assigned work they will be paid at their normal hourly rate for all time spent.

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

16.03 It is understood that there is a specific obligation on the part of employees to immediately report to the Company a collision/incident, moving violations, and injury involving a Company vehicle and may request the presence of a Union health and safety representative. It is also understood that the employee must file a complete report with the Company within twenty-four (24) hours of the collision/incident.

16.04 Doctor's Notes

If the Company requests a medical certificate or confirmation of an employee attending to a medical appointment, any doctor's note or note from a specialist for an employee, the Company shall pay for the doctor's note and/or a specialist note upon submission of a receipt.

16.05 MTO Medical

The Company agrees to pay a maximum of one hundred twenty-five dollars (\$125.00) towards the Ministry of Transportation Medical required for maintaining a Class B & E license.

16.06 Operation of Equipment

a) It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment. It shall be the Company's duty to repair all defects upon receipt. In the event an employee detects any unsafe conditions of their vehicle that he/she is to operate, they shall have the right to refuse to drive said vehicle, as per The Canada Labour Code Part II, until the technician corrects the defect involved. The Company shall not ask any employee to drive a vehicle, that the employee has reasonable cause to believe is unsafe.

b) As per *the Canada Labour Code Part 11*, when a driver exercises his/her right to refuse, he/she shall notify the supervisor who shall promptly notify the Union co-chair, who shall participate in all stages of the investigation. The driver shall stand by at a safe place and participate fully in the investigation of the hazard.

c) The Company shall ensure that no other driver is asked or permitted to perform the work of the driver who refused unless the second driver is advised of the reasons for the work refusal.

16.07 Circle Check

a) It is agreed that the drivers are expected and required to engage in a daily circle check and post trip inspection of their vehicle as prescribed by the Company.

b) Any and all subsequent circle checks required by the Company to be performed by the driver on any given day will be paid at a minimum of fifteen (15) minutes each at the driver's rate of pay.

16.08 Safety Workshops

Employees will be paid at the special work rate for all time spent attending mandatory safety workshops, with a minimum payment of three (3) hours. For employees who cannot attend one or more workshops, due to illness, family emergencies or other work commitments, there will be alternate dates set agreeable to all parties involved for makeup workshops.

16.09 **Protective Clothing and Equipment**

a) The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and properly fitting protective clothing/gloves. All Company issued devices, tools, and personal protective equipment, clothing/gloves shall be maintained and replaced, where necessary at the Company's expense.

b) The Company shall provide every employee access to the proper cleaning materials (i.e. gloves, paper towels, disinfectant and window cleaner) to clean and disinfect their work areas. Drivers will also be provided with, but not limited to flashlights (which may be the Zonar Wand, replaced annually if required), snowbrushes and brooms.

Every bus will be equipped with body fluid clean up kits as per Company policy and employees will be trained on its use. In the event the body fluid kit has been used, then the bus is to be brought into the branch for disinfection.

16.10 **National Day of Mourning**

Each year on April 28th, at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

16.11 **Injured Workers Provision**

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee, should the injury preclude them from driving themselves, will be provided with transportation to his/her doctor's office or hospital and to his/her home.

16.12 Every injury which involved a worker going to a doctor or hospital will be reviewed by the co-chairs or designate.

16.13 **Post Collision Re-Training**

The Company will pay for all time spent by the employee for PRC Training. A driver performing a PCR during the time they would normally be working shall be paid their normal route or regular hourly rate of pay. Any time in excess of the regularly scheduled work time will be paid at the special work rate.

16.14 **Violence Against Women**

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts

in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

16.15 Driver Protection

All student misconduct/communication/behavior reports that are submitted to the Company will be forwarded to the Board. The Unit Chairperson/Vice-Chairperson and the employee (at their request) will be notified of the outcome of the incident report.

Drivers covering or bidding on routes with documented serious behavioural issues will be made aware prior to performing such routes.

16.16 Student Management Issues

Where necessary, Drivers with chronic student management issues will meet with Location Management to work towards a resolve and will be paid at the special work rate for time spent, compensated in fifteen (15) minute increments.

16.17 Driving Rules

The employees agree to abide by the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules until they have been trained and supplied with a copy of same. These rules shall be in conformity with the Ontario Highway Traffic Act, or other statutes covering the Company's operation.

ARTICLE 17 - BULLETIN BOARDS

17.01 A secured and locked bulletin board shall be provided at Whitby and Ajax locations for the use of the Union for calling of meetings and notices relative to all employees. The Location Manager/Assistant Location Manager shall receive a copy of the notice before it is posted.

The Unit Chairperson/Vice Chairperson and the Location Manager/Assistant Location Manager shall have the only keys if so equipped. In each location a private locked mailbox for drivers to communicate with the Chairperson/Vice Chairperson.

ARTICLE 18-CORRESPONDENCE

18.01 Authorized Cards

Each employee shall keep the office informed of his/her current address and telephone number. Union authorization cards will be made available to employees to complete should an employee's information changes, the employee will be supplied with a Union authorization card for completion by the employee. The Union will supply the cards to the Company.

18.02 **Communication**

All communications between the parties shall be addressed to:

- (a) Location Manager and Area General Manager, First Student.
- (b) Unit Chairperson/Vice Chairperson and President of the Local, Unifor 4268

ARTICLE 19 – CHARTERS

The goal of charter rotation is to distribute charter work equitably amongst the drivers who have submitted a charter sign-up form. The intention is for drivers to have equal number of charter opportunities offered to them. Factors such as school times or driver imposed conditions (i.e. will not drive in downtown Toronto or cannot drive on Wednesday) acceptable to the Company may affect the distribution of the rotation.

Between school routes (HTS) charter work will be allocated by seniority, by rotation, by zone and by equipment (big bus/van/wheelchair) amongst available drivers on the Charter List.

Evenings (pickup time of 5 pm or later Mon – Thurs), Overnight, Weekends/General Holidays charters will be allocated by seniority, by rotation and by equipment amongst available drivers on the applicable list. Overtime will be a consideration when allocating work.

- 19.01 **Charter Sign-Up** The Company will provide signup forms for drivers to indicate their choice of work by region by zone. Drivers must return the form to the charter clerk at the applicable location in order to be eligible to perform charter work. It is the expectation drivers will be available for the charter list they have signed up for.

Sign up for charters will take place in August (at sign up, for the beginning of the school year to December 31st period). Forms will be sent to the drivers (attached to the pay stub in December (for the January 1st to March 31st period), in March (for the April 1st to the end of June 30th). Christmas Break and March Break, charter work will be offered on the August and December sign up forms respectively. Charter sign-up forms will be distributed at least three (3) weeks previous to the commencement of the next charter period (exception being August)- Drivers must have signed forms submitted to the appropriate region charter co-ordinator on the date specified on the form in order for drivers to be eligible to have charters assigned to them. Only drivers who have successfully completed the charter course are eligible to submit a charter form (except August Sign-up). All Drivers may submit a form in August and then take the charter course upon the successful completion of the course they will be able to take charters. In this case they will be charged the prorated number of charters offered.

At the commencement of the charter period the company will provide their compiled log for each region to the appropriate Union Chairperson/Vice Chairperson

Copies of driver's original sign up form will be made available to the Union.

No names shall be added to the charter list after the date specified on the form for each charter period. Drivers may remove their name from the charter list at any time. Charter courses will be held at least once prior to each charter signup period (except August sign-up which will be held in September). Drivers who have submitted a form at the August sign up but have not completed the charter course must take the first charter course offered in September and will only be eligible for charters once they complete the course. In this case they will be charged the prorated number of charters offered.

19.02 Categories for Charter Assignment:

1. Between school routes (HTS)
2. Evenings (Charter commences at 5 pm or later M – Thur)
3. Overnight
4. Weekends/General Holidays
5. Professional Development Day

If a charter is going to interfere with school runs times, equipment or Ministry of Transportation regulated hours of service, progression of the seniority by rotation will apply and the next driver on the list without conflict will receive the work. Drivers by-passed because of conflict will keep their placement on the list and will be assigned the next charter without a conflict.

19.03 Charters for HTS Drivers

Between school route charters shall be awarded to drivers who are doing a HTS route that day and will be paid fifteen (15) minutes prior to the charter sign on time and fifteen (15) minutes after the charter drop off time to allow the driver time to get to the charter and then time to get to the HTS route if either are applicable. Exceptions on a case by case basis may be made where the time to allow the driver time to get to the charter and then time to get to the HTS route is greater than fifteen (15) minutes respectively.

If an HTS driver is doing a charter which is running late, the driver must advise dispatch and dispatch will direct the driver whether to stay and complete the charter or return immediately to their pm school route.

19.04 Overnight Charters

- a) Overnight charters will be paid a minimum of four (4) hours pay for the first day and the return day or actual driving time, whichever is greater. Second and subsequent

days shall be paid a minimum of eight (8) hours or actual driving time, whichever is greater. If the bus is to stay with the group, the hours spent by the driver with the group shall be included in the actual driving time calculation.

The return day will be paid four (4) hours minimum if departure time is prior to 12:00 noon and eight (8) hours minimum if the departure time is after 12:00 noon.

b) The Company agrees that when drivers are on trips requiring hotel accommodation, these expenses will be the responsibility of the Company. At all times drivers must stay in compliance with First Students drug and alcohol policy as detailed in the employee handbook.

c) All reasonable away expenses must be supported by itemized receipts and submitted for review immediately upon return. Under no circumstances will any receipts containing alcohol charges be reimbursed.

d) See Schedule "A" for meal payment.

19.05 Weekends/General Holidays

Weekend Charters shall be defined as work commencing Fridays at 5:00 pm or later and to include General Holidays as defined in Article 13.

19.06 Professional Development Days

Professional Development Day charters (where all schools observe the same professional development day) Dedicated Charter Drivers firstly assigned then other drivers will be allocated by seniority, by rotation among those drivers on the list.

A driver on the Professional Development Days Charter List and is not scheduled to work on a P.D. day because their HTS is not operating, will be given first priority in the assignment of a PD day charter (after dedicated charter drivers).

As with all other charter work - if a driver, due to amalgamated bussing, has school work on any given P.A. day, a charter acceptance must not interfere with such regularly scheduled work.

If a driver, due to amalgamated bussing, has school work on any given P.A. day, a charter acceptance must not interfere with such regularly scheduled work.

19.07 Program Runs/Work Experience

Program runs/work experience runs are runs that are a special request from the school. These runs are regular for a defined period of time for specific days of the week. These positions will be posted when they become available as per Article 22.5 and will be awarded by seniority by zone. Program and work experience runs will pay a minimum of two (2) hours per day or actual on duty scheduled time whichever is greater.

19.08 **Charter Assignment:**

Charters will be assigned by the Company, in the prescribed manner as below;

The Company will endeavor to advise driver's four (4) work days in advance of the details, of charters they are entitled to accept. The Company will contact the drivers by phone and if no answer a detailed message will be left using the applicable list. The Company will continue down the list by seniority until a driver accepts the charter. Drivers, who were contacted but did not answer the phone, will not lose their turn in rotation. Upon acceptance the driver will have forty-eight (48) hours to pick up their charter slips. The driver will be responsible to obtain the charter slip which will be made available by the Company. Drivers not picking up or confirming their charter slips within forty-eight (48) hours will have their charters reassigned and miss their turn in rotation and will be considered a refusal.

Once a charter has been allocated it is considered assigned.

A driver not accepting charter work when it is first offered and it is their turn, will miss their turn in rotation.

Drivers may not switch charters amongst themselves for any reason.

All charter slips are to clearly indicate whether a driver is to remain or not with the charter. It is the Company's responsibility to make every driver aware of the proper pick-up and drop-off points for each charter, as well as providing a detailed map of location(s) if requested by the driver.

19.09 **Refusals**

It is to be understood that drivers signing the charter lists are capable and willing to perform such work; therefore a driver who refuses five (5) charters in a sign up period will be removed from the charter list until the next charter sign up.

Anytime a driver returns an assigned charter it is deemed a refusal.

A driver offered a charter twenty-four (24) hours or less prior to the charter is exempt.

A charter occurring during an employee's absence due to illness, injury or other approved leave shall not be considered a refusal but will count as a turn in rotation.

Drivers will be notified in writing by the Company when they are removed from the sign-up list. The Union Chairperson/Vice Chairperson and Charter Steward(s) will receive copies of any drivers removed from the sign up list.

19.10 **Last Minute Charters**

Last minute charters are turn backs on the day of, book-offs on day of or last minute customer orders. They will be allocated by a call-out, by zone on the radio with the most senior driver responding who can do the charter on time.

Under no circumstances will a charter be considered a last minute with more than six (6) hours' notice.

*Call outs will not be considered as a turn in rotation.

19.11 **Cancellation Fee for Charters**

i) When two (2) or more drivers are booked for a charter and the customer cancels a bus or buses, the senior driver must have the option of doing the charter or taking the **applicable** cancellation fee. If a driver declines the charter assignment and receives the cancellation payment this shall count as a turn in rotation.

ii) When a driver is called for a charter and is cancelled with two (2) hours or less notice, the driver will be paid two (2) hours at their charter rate. The cancellation fee for a weekend charter shall be three (3) hours at the applicable charter rate.

iii) If any charter driver completes a drop off at the charter and the customer or the Company tells the driver not to return or leave the charter because the driver will be late for their school run, the driver shall be paid for all time worked or a minimum of 3 hours at the charter rate whichever is greater.

19.12 **Charter List/Logs**

A copy of the dispatch sheet for charters indicating allocations will be posted daily for the previous day's work and will remain posted for five (5) working days.

Weekly logs will be provided to the charter steward. Union Chairperson will be provided with such upon request. The charter logs will reflect the date and time the charter was assigned, as well as the drivers who were asked and if they turned the charter back. Refusals shall be tracked on this log as well.

A hard copy of the sign-up lists of drivers signing the list will be provided to the Charter Steward(s) and the Union Chairperson and Vice Chairperson.

The Company will advise the Charter Steward(s)/designate(s) on any modifications to the Charter Legend. The Charter Legend will be provided and posted with the Charter Log.

19.13 **Call to Order for Charter Work**

All charter work will be assigned in this prescribed ranking:

- a) Dedicated charter drivers have first priority for all charter assignments and will rotate by seniority Monday – Friday.
 - b) Charter work will then be in accordance with Article 19, 2nd paragraph
- 19.14 a) A driver doing a return charter (bus not to stay) will receive a minimum of one and one half (1 ½) hours pay at the applicable charter rate for each leg of the charter. A one way charter will pay a minimum of one and one half (1 ½) hours pay at the charter rate.
- b) A driver doing a charter on an evening shall receive a minimum of three (3) hours pay at the applicable charter rate.
 - c) A driver doing a weekend or holiday charter shall receive a minimum of four (4) hours pay at the applicable charter rate.
 - d) Subject to Article 19.03, a driver shall be paid from the time they get to their bus at the prescribed time to start the charter until they get back to their parking location (using the most direct route, if possible).
- 19.15 Both the Union Chairperson/Vice Chairperson and Charter Steward(s) will meet with the Charter coordinator and the Assistant Location Manager to monitor the charter system regularly by having a meeting every month (or as necessary), to ensure that the Company continues to make seniority and rotation a priority in the allocation of work.
- 19.16 At no time will a driver's submitted hours for a charter be reduced without first notifying the driver and determining if the hours will be reduced. (This is for payment purposes only, to the driver
- 19.17 A driver on a charter will be advised of the recommended parking location(s) prior to departure. In the event a driver obtains a parking ticket while parked in the recommended location(s) the Company will pay the ticket. Each matter will be investigated on its own merit. Drivers must understand that they are to abide by the rules, regulations and by-laws that are in place. All tickets must be reported to the office by the next business day.

ARTICLE 20 - GENERAL

- 20.01 It is a condition of employment for a driver that he/she holds the necessary Ontario Driver's License to perform his/her normal duties. The Company will reimburse drivers for costs of the Ontario Driver's License and vulnerable sector check.
- 20.02 Drivers on loan to other locations shall be paid no less than the terms of this collective

agreement if they so agree to the temporary assignment.

- 20.03 Park-out (bus storage near the driver's residence) is granted or denied at the sole discretion of management.
- 20.04 Upon request from any driver (a driver leaving or dismissed) the Company will provide the driver with a service letter that will include the drivers start date and end of service date.
- 20.05 Non-taxable income; MTO required medicals, hydro allowance, meal allowances and any other approved out of pocket expenses that are paid by the driver and reimbursed by the Company are therefore not considered taxable income to the driver, subject to tax law.
- 20.06 The Company agrees that they will take all necessary measures to protect employees in any legal proceeding brought jointly against the employee and the Company.
- 20.07 The Union shall be notified and a notice shall be posted in all workplaces in which electronic monitoring or surveillance equipment has been installed.

ARTICLE 21 – WOMEN'S ADVOCATE

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

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

ARTICLE 22: SENIORITY

- 22.01 a) Seniority is defined as the length of continuous service in all classifications from the last date of hire with the Company in the bargaining unit, and shall be used in determining priority and/or preferences for all work allocation, lay-offs, permanent reduction of the work force and recall. It shall include service with the Company prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis except as otherwise provided in this agreement. Seniority shall operate based on a driver's region of operation (Ajax/Whitby).
- b) Where seniority as defined above is equal (same hire date) between two (2) or more drivers, seniority will be decided by each person's last name on an alphabetical

basis.

c) Subject to the conditions below, a driver shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the employer. A driver shall lose all seniority, his/her name shall be removed from the seniority list and the driver shall be deemed terminated by the Company for any one of the following reasons:

1. He/she is discharged for just cause and is not reinstated.
2. He/she resigns in writing.
3. He/she is absent from work in excess of three (3) consecutive working days without notifying the employer, unless such notice was not reasonably possible.
4. He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. A copy of this notice will also be received by the Chairperson/ Vice-Chairperson. Any driver recalled for casual work or for employment of short duration, at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work. It shall be the responsibility of the Employee to keep the Company informed of his/her current address.
5. If the driver fails to comply with the terms of a leave of absence granted to him/her.
6. If he/she is laid off for a period in excess of twelve (12) consecutive months.
7. If he/she should be absent from work due to a disability for a period of twenty-four (24) months, subject to the Company having satisfied its duty to accommodate as provided for under applicable human rights legislation;
8. If for any reason (except medical) the driver's Class "E or B" license is cancelled, suspended or otherwise revoked.

Failure of a driver to immediately notify the Company if the employee was aware, or should have been aware of the cancellation, suspension or revocation of their class "E or B" license classification or endorsement.

22.02 Probation: A newly hired driver shall be on probation for a period of sixty (60) worked days from the date first worked and be paid as set out in Schedule A. After completion of the probationary period, seniority shall be effective from the original date first worked.

22.03 The Company shall maintain seniority lists showing the date upon which each driver's

seniority commenced, for each region (Ajax/Whitby). The following classifications will be used for each region (Ajax/Whitby):

- (a) Regular Drivers:
- (b) Cover Drivers
- (c) Dedicated Charter Drivers
- (d) Spare Drivers
- (e) Casual Drivers

Any changes to the seniority list will be discussed at a Union management meeting prior to being posted. Seniority lists will be posted monthly on all union bulletin boards and a copy provided to the Union Chairperson/Vice-Chairperson and Union management committee representatives at Union management meetings.

Within ten (10) working days of posting the seniority list, and provided there has been no objection raised by the Union or the employees, the list shall be deemed accurate until the next posting.

Drivers who post to the other region or drivers who on the May sign-up sheet indicate they wish to transfer to the other region will have their seniority transferred.

22.04 **Definitions**

Regular drivers – Home to School Drivers (HTS) are drivers who successfully bid by seniority and perform a regularly scheduled school route during the school year.

Cover Drivers – are drivers who successfully bid by seniority and perform a position where they are required to be available, on school days, between the hours of 6:30 am and 9 am for the AM schedule and 2 pm and 4:30 pm or 2:30 and 5:00 pm for the PM schedule to act as a back-up driver for last minute/emergency route coverage (last minute book offs, breakdowns, late running routes, accidents) during the school year. Whenever possible these drivers will be pre-assigned to cover a zone. Any additional time outside of the hours as defined above will be paid at the applicable rate. It is also agreed that once a driver bids and signs on for a Cover Driver position, the driver shall remain in said position for the school year (September to June) unless the driver chooses to bid on another posted position.

It is the responsibility of the Company to ensure that all Cover Drivers are provided with up to date route copies and maps specific to the area.

Dedicated Charter Drivers:

1) The position of dedicated charter driver shall be available during the regular school year and will be posted in August, at the August sign up. The Company shall determine the number of dedicated charter drivers and such drivers will be guaranteed a minimum of five (5) consecutive hours per day, Monday – Friday, at the appropriate hourly rate as set out in Schedule A. This is to include all PD days, excluding weekends, statutory holidays and all layoff periods. In the event of a vacancy during the school year, this position will be posted in accordance with Article 22.

2) If a dedicated charter driver has a charter not equal to five (5) hours per day, they may be assigned other work not beyond a consecutive ten (10) hour spread from the time they sign in, unless they so choose to do so. If they are covering a route it is the Company's responsibility to make sure that the route will not interfere with their charter and for the time they are covering the route they will be paid at the HTS rate of pay.

Should a dedicated charter driver cover any other position as defined in the collective agreement, they will be paid at the appropriate rate of pay. In no instance will a dedicated charter driver be paid less than the charter rate of pay for any other work performed.

3) To ensure that the dedicated charter drivers have charters every day, during the day, they will be assigned the longest charter in distance, before a regular driver, this is to include all PD days, excluding weekends, statutory holidays and all layoff periods.

4) Overnight charters occurring Monday to Friday will be rotated by seniority amongst the dedicated charter drivers.

5) Dedicated charter drivers will be supplied with mobile phones (which will be stored at the branch and signed out) for their use (subject to the Company cell phone policy) and appropriate map books.

Spare Drivers – A spare driver is a driver who has not signed to a regular route but is available to the Company on a daily basis for any work assignment that a regular driver is unable to perform (for example, but not limited to vacation coverage, LOA's, vacant or open routes) and is ready, willing and able to work every day for both the AM or PM run. Spare drivers who refuse work for 5 or more days in a calendar month will be placed on the Casual drivers list for the remainder of the school year unless they sign for a regular HTS route. A spare driver will be assigned work by seniority, by rotation, firstly within their Region, and then may be assigned work in the other region only if the driver has indicated their willingness to work outside their region.

Casual Drivers – A casual driver is a driver who is available to the Company on an irregular basis for any work assignment. A casual driver will be assigned work by

seniority and in rotation and according to their availability. They have seniority unto themselves. A casual driver wanting to become a regular driver shall go to the bottom of the regular driver seniority list.

A HTS, Dedicated Charter Driver, Spare Driver or Cover Driver may move to the casual list once during the school year and must remain on the casual list for the remainder of the school year with the consent of the company. Such consent will not be unreasonably withheld.

The driver's seniority will be suspended while on the casual list and at the next August signup they will resume accumulating their seniority.

22.05 Postings/Route Vacancies

a) All permanent vacancies (60 day duration or more) occurring during the period of September to May 1 inclusive will be posted for a period of five (5) working days (Wednesday at 8 am to the following Wednesday at 8 a.m.) and by region (Ajax/Whitby). Postings must be signed in person by the interested individual or by proxy. Only the primary vacancy and secondary will be posted. The Company will fill any subsequent vacancies. The Company will fill any vacancy occurring after May 1st. A driver may be permitted through this posting process to successfully post twice per school year. Posted vacancies will be filled by seniority, by region where the vacancy exists. Employees who successfully bid on a vacancy in the other region shall carry their seniority with them to the other region.

b) Temporary vacancies which are the result of illness, injury or occupational accident that are for a 60 day duration or more will be posted as a temporary posting. The Company will fill any subsequent vacancies. The driver upon return to work will be placed on the HTS route they successfully bid on in August sign up. The HTS driver who successfully bid on the temporary posting will:

- i. Select a posted route within their region
- ii. Select a posted route within the other region
- iii. Spare

Should the driver who is on a temporary leave not return to work, the position will be posted as per Article 22.05 (a)

c) Postings occurring the Friday before the Christmas and March Break lay-off period will be carried over to the week of the drivers returning to work.

d) Dispatch will announce all job postings on the first and last day of the posting. All postings will contain the known route description, pay and maps. Postings will also be emailed to drivers who provide the Company with an email address.

e) Drivers applying for postings and winning the bid will be notified Wednesday a.m. the week of the postings and will commence the route the following Monday. The Union will receive hard copies of all postings, bid sheets and the successful candidate(s). This will also be posted on the bulletin boards in both regions.

f) In the event of a new route the Union Chairperson/Vice Chairperson will be notified upon receipt by the Company and it will be posted as per posting procedures.

22.06 Transfers

Should any employee move residence from one region (Ajax/Whitby) to another during the school year, and wish to change regions, the carriage of seniority will apply.

22.07 Upon approval of the Manager of the Ajax/Whitby Branch, a member of Unifor Local 4268, Canada, who is an employee of First Student Canada, may transfer to the Ajax/Whitby Branch, subject to the following conditions:

- a) There must be work available.
- b) No employee at the Branch will be displaced as a result of the transfer.
- c) Effective upon transferring, employees' full seniority and vacation entitlement including vacation pay percentage will be recognized as well as full Company service.
- d) An individual(s) moving from a non-union branch to the Ajax/Whitby branch shall move to the bottom of the seniority list. Except for vacation entitlement including vacation pay percentage which shall be the continuous service within the Company.

22.08 Definitions for Locations

Region: Whitby or Ajax

- Zone: Whitby:
- a) Whitby;
 - b) Scugog;
 - c) Uxbridge; or
 - d) Ajax/Pickering.
- Ajax:
- a) Scarborough;
 - b) Pickering; or
 - c) Whitby
 - d) Ajax

ARTICLE 23 - LAYOFF, RECALL AND BUMPING

23.01 It is understood and agreed that the duties required of an employee engaged in school bus industry are of a nature that a driver so involved is deemed to be laid off during the

period of the school Christmas break, the school spring break and the school summer vacation. It is further understood that seniority will continue to accumulate during the period of such lay off. At that time the reopening of the school will be deemed in the normal course to constitute a recall notice **which shall be deemed to have been given**. A failure to return to work in accordance with this clause shall be deemed a "quit".

- 23.02 a) In the event of a layoff or recall to work following a layoff, casual drivers first, then probationary employees, shall be laid off. Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority, such that the most senior employee shall be laid off last and recalled first by region. School bus driver's layoff and subsequent recall will be done by seniority.

In the event of a permanent layoff, the Company agrees to provide training to enable drivers to meet the requirements of any available position, at no cost to the driver.

- b) If a driver's route is permanently eliminated the affected driver will either:

1. Select a vacant route within his/her region;
2. Select a vacant route in the other region;
3. or displace the most junior driver in the region

- 23.03 Drivers will be recalled to work in the reverse order in which they were permanently (i.e. no return to work date) laid off. The Company will provide the Union Chairperson/Vice Chairperson with the name(s) of any driver(s) who is recalled in writing.

- 23.04 It is understood that Records of Employment (ROE's) will be issued to Service Canada electronically at all layoff periods; school Christmas break, the school spring break and school summer vacation. The Company shall assist a driver if requested, to register with Service Canada.

- 23.05 In the event of a layoff or recall to work of a driver the Company will not be required to reinstate a driver on a route if that driver has been removed from said route during the previous school year for just cause. The situation shall be reviewed at the beginning of the next school year upon application of the driver or his/her designate.

- 23.06 Should a driver's AM, or PM route be eliminated by the customer or the Company, the Union Chairperson/Vice Chairperson will be notified, in writing, if an AM, PM or midday route has been eliminated.

The affected driver may, in the following order:

- i) Retain the route with the new rate of pay or
- ii) Select a vacant route within his/her region or

iii) Select a vacant route in the other region.

23.07 The scheduled time for AM, PM and midday route shall be finalized as of the last working day before January 1st, each year. After January 1st, if the route takes longer the driver shall be paid accordingly for the added scheduled time. If the scheduled route time is reduced, the pay rate for the route shall not be less than the finalized rate as of January 1st. A copy of all the routes and rates of pay will be provided to the Union.

Any driver(s) pay affected by a change in route times shall be notified of the increase or decrease before the pay deposit so affected.

23.08 If the Company is required to remove a driver from a route by a customer (i.e. School board, consortia) request, the Company agrees to discuss the matter with the customer to attempt to resolve the problem. The Union upon request will view a redacted copy of the directive requiring the removal of the driver. Subject to the customer request if no adjustment can be made, the Company will offer the affected driver an open route. This will include private contracts as well. The foregoing, however, does not limit the Company's ability to impose discipline or discharge in accordance with Article 5.01 (b).

In the case where there are no open routes available from all customers served, the Company will accommodate the driver by placing the driver on the spare list.

ARTICLE 24 - AUGUST SIGNUP

24.01 a) At the May Union Management meeting, the Company will advise the Union of the location(s), date(s) and time(s) for the August sign-up.

b) In May, employees will be asked to complete a form indicating if they intend to return in September and if so which region they wish to bid in August at sign-up. The form will indicate which, if any routes are being transferred from Whitby region to the Ajax region or from the Ajax region to the Whitby region.

In June the Company will advise each driver in writing of their August sign-up date and time for the region they selected and they will choose their work on a seniority basis.

The master sign-up list will be provided (including a hard copy and electronic copy) to the Union Chairperson/ Vice Chairperson.

All available routes/work, upon receipt from customer, and updated as received will be made available for the drivers viewing at each region for a minimum of two weeks prior to sign up and updated as received.

Sign up for Dedicated Charter positions for each Region will commence at the beginning of the sign up periods.

c) At the August sign up, a Union representative (one per region) shall be available and paid at the non-revenue rate for all scheduled time. The purpose of the Union representative shall be to only assist drivers in the selection of their routes. Attendance at sign up is mandatory for the drivers.

Drivers who are unable to attend must notify Management and the Union in writing, providing as much detail as possible as to their selection of route, at least ten (10) days prior to the meeting. If they are unable to attend, their Union representative will have the authority to decide on a route as assigned under seniority guidelines for each driver. The Company will supply a list of the drivers that are unable to attend their sign up to the Union Chairperson/Vice Chairperson, in writing, prior to the August sign up meeting. The Union representative will also be able to view all routes at sign up.

24.02 Route Selection

1. Route manifests will be placed in binders. Drivers are to arrive a minimum of fifteen (15) minutes before their pre-assigned time to finalize their route options, subject to Article 23.08. The Company shall determine the number of Dedicated Charter Drivers, Spare Drivers and Cover Drivers annually.
2. At their pre-assigned time, the driver will be allotted five (5) minutes at the sign-up table. If a driver is over their allotted time they will be passed over and fitted into a new slot as quickly as possible. When a driver arrives late or misses their sign-up day and time, they will forfeit their seniority placement to the next in line driver for the purpose of picking routes only.
3. Drivers will not be allowed to switch their chosen routes amongst each other.
4. Any routes left over from sign-up the Company may fill as necessary with new hires until regular posting commences at the start of September. Routes remaining unfilled at such time will be posted as open routes and a driver may select an open route that the Company has not filled from sign-up.
5. Any routes acquired by the Company during the August sign-up and thereafter, will be posted (copies to the Union Chairperson/Vice Chairperson) and any driver may apply for that route on a seniority basis as per 22.5.
6. Drivers will be paid a minimum of two (2) hours at the non-revenue rate to attend sign up.
7. Lead Hands, Program Runs (one per driver) or Bus Safety Evacuation Programs (if required) will be posted separately by region and by zone.

8. Garage Errands: Sign up list will be posted separately by region and by zone. Work will be assigned by seniority and by rotation.

9. Drivers will only be allowed to sign one (1) only of the following

- a) Dedicated Charter List
- b) Cover Driver List
- c) HTS Route (One route only)
- d) Spare Driver

10. The Union will receive finalized copies of driver's route selections upon closure of sign-up by Region. Updated copies with driver's movement will be provided to the Union monthly at Union/Management meetings.

11. The Company will post for drivers who will make themselves available to cover open routes instead of the route they successfully bid on. The driver will be paid for all travel time.

12. Subject to Article 24.2 #15, a HTS driver who has not successfully bid on a regular route by the end of the August sign-up will be placed on the spare list.

13. Cover driver lists will be posted during the sign up period. The list will indicate the number of cover drivers required.

14. Dedicated Charter driver lists will be posted during the sign up period. The list will indicate the number of charter drivers required.

15. HTS drivers must bid on all applicable routes firstly as posted within their region. Should a vacant position be available at the end of sign-up in the other Region they shall be allowed to bid. If the driver is successful, their seniority shall be maintained and transferred to the other list.

24.03 Route Audit and Verification

Drivers affected by route changes from the customer or who bid and acquire a new route during the school year will with the consent of the Company complete a Dry Run and a Dry Run Acknowledgement Form prior to the commencement of the change or new route. Drivers will be paid at Schedule A rate for time spent.

24.04 Summer Work

In May of each year the Company will provide signup sheets by region, by zone for drivers to indicate their desire to perform work (if required) in the summer. Drivers will be given three (3) weeks in order to hand in their signup sheet and the Union Chairperson/Vice Chairperson will receive a hard copy of all completed sheets. Positions will be awarded to the most senior driver by region who applies for the posting.

i) The Union Chairperson/Vice Chairperson will also receive a list of drivers in seniority order and the work they signed up for, and the log created by work assignment for the summer work.

Drivers will have the option of one of the following:

1. Driving for a camp
2. Charters only (summer)
3. Garage Errands
4. Summer school
5. Cover and spare position(s) (summer)

Work received from the customer will be awarded to the most senior driver by region who applied for the posting and the Union Chairperson/Vice Chairperson will receive confirmation. Garage errands will be assigned by seniority by rotation.

ii) In the event that the Company does not have the required amount of drivers, the Company shall use reverse seniority to arrive at the number of drivers needed.

iii) If at selection time there is no summer work available in a driver's zone, region, they may choose from the region and then by next region, with their seniority.

iv) Routes/work posted will contain a route description, times, and locations. Camp routes will be paid a minimum of four (4) hours per day.

v) In the case of a driver's camp route being eliminated, they will be given the opportunity to bump the most junior driver in their region, performing Camp work. When the camp(s) reduce runs, the Union Chairperson/Vice Chairperson will be notified.

Summer Charters

i) If a customer requires the same driver throughout the summer, these charters will be offered to the drivers that have signed up, by seniority and the driver will be given all charters for that customer immediately.

ii) All other charters will be assigned by seniority on a rotational basis. The Union Chairperson/Vice Chairperson, charter steward(s) will be given hard copies of all Charter assignments and the rotational lists as updated weekly.

Camp Charters

i) A camp charter is defined as a charter required by the Camp customer either in between Camp runs or after the PM camp but runs not required on a regular basis. This work will be offered by seniority to those drivers that have signed up at the camp who are available and willing to do the work.

ii) If the camp requires a big bus(s) for this work, the drivers who have big bus routes will be asked first, by seniority who are available and willing to do the work. If all the work is not filled then van drivers will be allowed to switch, if time permits, to cover the work who are available and willing to do the work. If there is still not the required amount of drivers to do the work the Company will go to the summer charter sign up and follow seniority by rotation who are available and willing to do the work.

24.05 **Extra Work**

a) Garage Errands work will be allocated by seniority by rotation to employees on the Garage Errand List provided they are available and willing to do the work. Lead Hands, Program Runs and Bus Safety Evacuation Program (if required) will be posted by region by zone and assigned by seniority.

b) Drivers not on the Garage Errand list will be offered Garage Errands only after management has gone through the list and offered it to those drivers that have signed the list first. A copy of the Garage Errand works sign-up sheet as well as the rotation log with all the names of people performing this work will be provided to the Union Chairperson/Vice Chairperson one (1) week prior to being used and weekly thereafter and will be updated daily.

c) Drivers shall be paid a minimum of thirty (30) minutes **at special work rate** for Lead Hands, Program Runs, Garage Errands and Bus Safety Evacuation Program. Work taking longer than thirty (30) minutes shall be paid at the special work rate for all additional time worked.

24.6 **Modified Work Schedules/Early Dismissals**

If drivers are required to go to schools for either early dismissals or accommodate school altering start times in the A.M. or PM, the following shall apply:

a) Drivers will be notified of early dismissals upon the Company determining which P.M. routes are affected.

b) Early dismissals shall normally be performed by the driver assigned to the route affected.

c) A driver who performs an early dismissal shall receive full AM or PM route rate (whichever is appropriate) for the early dismissal in addition to their full regular route rate for the P.M. regardless of whether the P.M. route is full or in part.

d) A driver who cannot perform an early dismissal because of other work obligations will receive their full P.M. route rate for the day if they make themselves available for work. Midday routes take priority over early dismissals.

e) A driver who covers an early dismissal shall receive the full rate of the route covered.

f) Once a route has been completed and the Company determines that another pick up is required after the route has ended, the Company will pay the driver for all additional time spent at the run rate.

g) When a driver must return to a school (i.e. to get a student behaviour form signed, to bring a lunch left behind by a student), or return a child to a stop or school, the driver shall be paid for all time spent (in that task) at the special work rate as set out in Schedule "A".

24.07 **Non-Bargaining Unit**

Non-Bargaining Unit_work that may be performed from time to time by drivers as below but not limited to:

Bus Washer/Cleaner
Shop Helper
Part time office helpers
Vehicle Licensing
Emission Testing

The above positions shall be governed by the following factors:

1. Knowledge, suitability, efficiency and ability to do the work required.
2. Seniority when factors in 1 are equal.

ARTICLE 25 - WAGES AND HOURS OF SERVICE

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

ARTICLE 26 - PAYDAY

26.01 The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning at 12:00 am on Sunday and ending at 11:59 pm on Saturday.

26.02 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 possible if the Friday is a statutory holiday. A pay roll summary will be provided with each pay.

26.03 In case of the Company making a payroll error in the amount of fifty dollars \$50.00 or more, the Company shall make every effort to immediately correct the error so the

employee(s) is not out of pocket and the employee will be paid by direct deposit within two (2) working days of confirmation. If the payroll error occurred as a result of an incorrect payroll submission by employee(s), or is in an amount less than fifty dollars (\$50.00) or if the employee indicates a willingness to wait for an adjustment, then the payroll error will be rectified and paid on the next regular pay cheque and it will be enclosed and clearly identified in the corresponding payroll summary on the next pay period.

- 26.04 If an employee believes he or she has been paid incorrectly, he or she will bring this to the attention of payroll. If an adjustment is determined necessary, it will be enclosed and clearly identified in the corresponding payroll summary on the next pay period or in accordance with Article 26.3.

ARTICLE 28 – ADJUSTMENT AND CLOSURE

28.01 Notice to the Union

The Company and the Union agree that in the event of a location closure being considered by the employer that may result in permanent job losses, the Company will advise the Union with a minimum of ninety (90) days' notice.

The information supplied to the Union will include but not be limited to the number of employees impacted and the reason for the decision. It is understood that the information will be used for discussions between the parties and will be considered confidential. The Union will have the opportunity to make proposals which could alter or modify the decision.

28.02 Employee Records

Employee records shall be retained in accordance with the appropriate legislation upon location closure. The Union will be given access to such records where the employee gives permission.

28.03 Vacation Monies

Any vacation monies due to location closure will be paid upon termination.

ARTICLE 29 – PAID EDUCATION LEAVE


- 29.01 The Company agrees to pay into a special fund two hundred and fifty dollars (\$250.00) annually. Such monies to be paid 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

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Dated at Ajax this 9th day of March, 2018

FIRST STUDENT CANADA INC.



Mary Brigham

Barbara Pedersen

Karina Boake



Gary Gosling



Peter Derosse

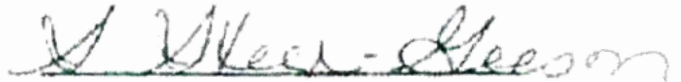
UNIFOR AND ITS LOCAL 4268



Eric Grant



John Bulpitt



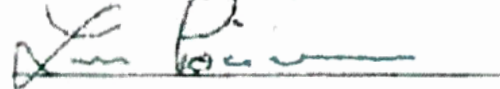
Stephanie Steen-Geeson



Brett Green



Debbie Montgomery



Len Poirier

Schedule "A": WAGES AND HOURS OF SERVICE

Position/Assignment	Upon Ratification	Year 2	Year 3	Year 4
Daily Rate				
AM/PM Rates				
HTS (duty time)	\$48.00	\$51.00	1.75%	2.00%
Total HTS Minimum	\$64.00	\$68.00	1.75%	2.00%
W/C Premium/Hr	\$1.00	\$1.00	1.75%	2.00%
<ul style="list-style-type: none"> • Scheduled Duty Time: Three (3) hours is a minimum guarantee for sum of AM/PM on duty time 				
<ul style="list-style-type: none"> • Duty Time: The additional one (1) hour start up pay will be paid as a guarantee of one (1) hour at the regular hourly rate for duties of pre-trip (1), post trip (1), *includes Zonar functions, child check, interior sweeping, hours of service long book, filling out pink slips, seating plans and bringing in bus for service/repair, and fueling.* 				
<ul style="list-style-type: none"> • Total HTS: The above rate is payable on the basis of a minimum guarantee of four (4) hours pay. This shall entitle each HTS driver an assigned four (4) hours of eligible EI hours daily. 				
<ul style="list-style-type: none"> • Any time in excess of the Total HTS the corresponding EI hours will be accredited. 				
<ul style="list-style-type: none"> • A driver who is only available for either an AM or PM shall receive half of the above guaranteed allowances (additional pay may be applicable if go over half the time on the portion they are performing. 				
<ul style="list-style-type: none"> • Overtime shall be one and one half (1.5) times hourly rate for any hours in addition to eight (8) in a day or forty (40) in a week. 				
	Upon Ratification	Year 2	Year 3	Year 4
HTS	\$16.00	\$17.00	1.75%	2.00%
Cover	\$18.00	1.75%	1.75%	2.00%
Spare	\$16.00	\$17.00	1.75%	2.00%
<ul style="list-style-type: none"> • The above rate is payable for any time above the minimum guaranteed route duty time (AM & PM combined hours, for completing their route. 				
<ul style="list-style-type: none"> • Any time spent covering/assisting with another route (in full or part) shall be paid at the hourly rate. 				
<ul style="list-style-type: none"> • These payments are in addition to regular AM-PM wages. 				
<ul style="list-style-type: none"> • Mid-day routes are payable on the basis of a minimum guarantee of one (1) hour or on duty route time, whichever is greater. 				
	Upon Ratification	Year 2	Year 3	Year 4
Cover Driver (5 hrs)	\$90.00	\$90.00	1.75%	2.00%
<ul style="list-style-type: none"> • The above rate is payable on the basis of a minimum guarantee of two and one half (2.5) hours in the AM 				

and two and one half (2.5) hours in the PM as per Article 22.04				
<ul style="list-style-type: none"> Any additional work shall be at the cover driver hourly rate, overtime shall be one and one half (1.5) times hourly rate for any hours in addition to eight (8) in a day or forty (40) in a week. 				
	Upon Ratification	Year 2	Year 3	Year 4
Charter Rates	\$16.00	1.75%	1.75%	2.00%
Dedicated Charter	\$16.00	1.75%	1.75%	2.00%
<ul style="list-style-type: none"> The above is payable on the basis of reference to Article 22. 				
<ul style="list-style-type: none"> Any additional work shall be at the hourly rate, overtime shall be one and one half (1.5) times hourly rate for any hours in addition to eight (8) in a day or forty (40) in a week. 				
	Upon Ratification	Year 2	Year 3	Year 4
Driver Trainers (Signing Authority)	\$16.00	1.75%	1.75%	2.00%
<ul style="list-style-type: none"> The above rate is payable on the basis of a minimum guarantee of two (2) hours per day as scheduled except if the driver is not already scheduled to work then the minimum will be three (3) hours for any scheduled workday. (subject to Article 15.08) 				
	Upon Ratification	Year 2	Year 3	Year 4
Start-up Meeting	\$42.75	\$47.00	1.75%	2.00%
<ul style="list-style-type: none"> The above amount is payable for attendance at the Start-up meeting. (3 hours other meeting rate) 				
	Upon Ratification	Year 2	Year 3	Year 4
Other Meeting / Special Work Rate	\$14.25	\$15.25	1.75%	2.00%
<ul style="list-style-type: none"> (ex. Safety Meeting) Will be paid on the basis of a minimum guarantee of one (1) hour 				
	Upon Ratification	Year 2	Year 3	Year 4
Dry Run Hourly	\$16.00	1.75%	1.75%	2.00%
<ul style="list-style-type: none"> The above amount will be paid for the school start up and summer camp/summer school dry runs at an hourly rate. These dry runs are mandatory. 				
	Upon Ratification	Year 2	Year 3	Year 4
Errands/Shuttles/Bus Wash/Cold Starts	\$14.00	\$15.00	1.75%	2.00%
<ul style="list-style-type: none"> These assignments will be paid on the basis of a minimum guarantee of one half (0.5) hour or actual time if greater, when a driver is already at work. 				

	Upon Ratification	Year 2	Year 3	Year 4
Inclement Weather/Breakdown/Lock Down/Severe Weather Delays	Regular Daily Wages	Regular Daily Wages	Regular Daily Wages	Regular Daily Wages
<ul style="list-style-type: none"> 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. Breakdown time will be paid at the special work rate in addition to the normal scheduled run rate for all time on duty in excess of the regular school run or midday for school lock downs and extreme weather. 				
	Upon Ratification	Year 2	Year 3	Year 4
School Board Strike/Lockout	Regular Daily Wages	Regular Daily Wages	Regular Daily Wages	Regular Daily Wages
<ul style="list-style-type: none"> 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 Article 23. 				
	Upon Ratification	Year 2	Year 3	Year 4
Monthly Hydro Allowance	\$20.00	\$22.00	\$22.00	\$22.00
<ul style="list-style-type: none"> The allowance will be paid to those employees who have indicated to the Company they can 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 and return the cord after March 15th. Payment will be received on the paycheck for the following pay period. 				
	Upon Ratification	Year 2	Year 3	Year 4
Charter Meals	8hrs: \$11.50 12hrs: \$18.50 Day 2: \$24.00	8hrs: \$12.50 12hrs: \$19.00 Day 2: \$25.00	8hrs: \$12.50 12hrs: \$19.00 Day 2: \$25.00	8hrs: \$12.50 12hrs: \$19.00 Day 2: \$25.00
<ul style="list-style-type: none"> 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 as per first day after eight (8) hours, after twelve (12) hours. Second and subsequent days 				
Mileage	Company Policy (minimum) \$0.50/km			
<ul style="list-style-type: none"> 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: HTS Time Allowance				
<ul style="list-style-type: none"> School Bus Drivers will be paid on the basis of each run being assigned the Scheduled Duty time from their 				

parking location departure time until they return to the same parking location. i.e. the on duty route time.

- Upon Ratification if any individual routes or any individual hourly rate received is above any of these identified amounts, the driver and the route shall maintain such rate until the Schedule "A" rate surpasses their current rate.

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