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**COLLECTIVE AGREEMENT**

**Between**

**FirstCanada ULC**

**c.o.b. as First Student Canada**

**Drivers**

**(Beamsville Branch)**

*hereinafter referred to as the "Employer"*

**And**

**Teamsters**

**Local Union No. 879**

**Affiliated with the International Brotherhood of Teamsters**

*Hereinafter referred to as the "Union"*

**Term: March 1<sup>st</sup>, 2011 to February 28<sup>th</sup>, 2013**

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## **ARTICLE 1 - PREAMBLE AND PURPOSE**

### **SECTION - 1.1**

The Employer 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 Employer, to promote the efficiency of operations and service to the public, to establish rates of pay, hours of work, safe and satisfactory 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 - UNION RECOGNITION**

### **Section - 2.1**

The Employer does hereby recognize the Union as the exclusive bargaining agent for all bus drivers and riders (helpers) employed by FirstCanada ULC, carrying on business as First Student Canada, at or out of its St. Ann's Branch located at **4598** Sixteen Road, St. Ann's, Ontario, excluding managers, persons above the rank of manager, dispatchers, office and sales staff, summer students, maintenance employees and mechanics.

### **Section - 2.2**

The term "employee" shall mean all bus drivers and riders (helpers) of First Student Canada, at or out of its St. Ann's Branch located at **4598** Sixteen Road, St. Ann's, Ontario save and except managers, persons above the rank of manager, dispatchers, office and sales staff, summer student, maintenance employees and mechanics.

## **ARTICLE 3 - UNION SECURITY**

### **Section 3.1 - Maintenance of Membership**

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

### **Section 3.2 - Union Dues Authorization**

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Employer to deduct from their pay on the pay day the Local Union's dues, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

### Section 3.3 - Initiation Fee Deductions

All employees hired shall, as a condition of continued employment, authorize the Employer to deduct the amount equal to the Local Union's Initiation Fees in installments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

### Section 3.4 - Monthly Deduction of Union Dues

The Employer agrees, for the duration of this Agreement, to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the fifteenth (15<sup>th</sup>) day of the month following the date upon which such monies were deducted. The check off list will include social insurance numbers and names. In the case of an employee on Workplace Safety and Insurance Board benefits the check-off list shall indicate that such employee is on "W.S.I.B."

### Section 3.5 - Deduction of Arrears Items

The Union will notify the Employer in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Employer will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Employer shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Employer.

### Section 3.6 – Check-off Lists

The Union check off form may be one of the following which will be the choice of the Company:

- i) a Union provided form,
- ii) a pre-billing method which shall provide a column for “Dues”, “Arrears in Dues”, “Initiation” and “Re-Initiation Fees”.

The Employer shall each month add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the Employer shall give an explanation alongside the name of each employee who appeared on the previous month’s check-off sheet for whom a remittance is not made for any reason.

### Section 3.7 - Forms to be Signed by New Employees

The Union will supply the Employer with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Employer to ensure that all completed Applications for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

### Section 3.8 - Scope of Union Dues Deductions

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

### Section 3.9 - Submission of Check off

The check off and cheques for the Union dues deducted must be in the office of the Local Union not later than the fifteenth (15) day of the month following the month in which the monies were deducted.

### Section 3.10 - T4 Slips

The Employer shall show the yearly Union monthly dues deductions on employees’ T4 slips.

### Section 3.11

Commencing during the first (1st) year of this Agreement, the Employer agrees that employees who are off work due to sickness, injury and/or Workplace Safety and Insurance Board benefits, shall not have Union dues or initiation fees deducted from any General Holiday payments.

### Section 3.12

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.

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 defence of such action. Each Party shall bear its own cost of such defence 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.

The Union agrees that there will be no union meetings of any kind 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.

### Section 3.13

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

## **ARTICLE 4 - MANAGEMENT FUNCTIONS**

### Section 4.1

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

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

(b) select, hire, transfer, assign to shifts, schedule vacations, promote, demote, classify, lay-off, recall or retire employees, and select employees for positions excluded from the bargaining unit;

(c) determine the location of operations, their expansion or their curtailment, the direction of working forces, schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments, the qualifications of an employee to perform any particular job, establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time, number of hours to be worked and the starting and quitting times; and,

(d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

#### Section 4.2

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.

#### Section 4.3

Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

#### Section 4.4

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

#### Section 4.5 - Right of Employees

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

#### Section 4.6 Right of Access for Union Representatives

The Business Representative assigned by the Local Union, or his/her designate, may enter the Company's premises for purposes of representation, investigation and general goodwill provided the Company is notified in advance at least twenty-four (24) hours where possible of such visit and permission is granted. Such permission will not be unreasonably withheld

### **ARTICLE 5 - STEWARDS**

#### Section 5.1 - Right of Union to Appoint Stewards

The Employer acknowledges the right of the Union to appoint one **(1)** Steward for each geographical area covered by this Agreement and if operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.

#### Section 5.2

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

#### Section 5.3 - Steward's Duties

Any grievance involving the stewards conduct may commence at Step 3 of the grievance process

#### Section 5.4

The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the Union 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 branch manager or his/her nominee before visiting any property of the Company. Such consent will not be unreasonably withheld

#### Section 5.5 - Suspension or Discharge of a Steward

The Employer will notify the Union by registered mail or fax prior to the suspension or discharge of a Steward.

#### Section 5.6

The Chief Steward or steward has regular duties to perform on behalf of the Company. They will not absent themselves from their regular duties in order to deal with grievances or other Union business, without management consent.

#### Section 5.7

The stewards and chief steward must be employees who have successfully completed their probationary period.

### **ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

#### Section 6.1



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

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

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant payroll information for the previous pay period made available to them within five (5) working days of the request

## Section 6.2

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

- STEP 1: The grievance shall be in writing, copy of which shall be given to the immediate supervisor and to the employee's steward" The grievance must be presented within five (5) working days after the occurrence of the matter complained of and the immediate supervisor shall answer the grievance presented, in writing within five (5) working days after receipt. The grievance must be in a legible form and signed by the employee.
- STEP 2: If the matter has not been settled, the steward of the employee involved may, within five (5) working days after receiving the written answer from the immediate supervisor, present the grievance in writing to the manager or nominee, who shall render a decision in writing within five (5) working days after receiving it.
- STEP 3: If the matter is not settled the steward and/or representative may present the grievance to the General Manager, or Director of Human Resources or nominee within five (5) working days after receiving a written decision of the Manager or nominee" Following the presentation of the grievance at this step there shall be arranged a meeting between management and the grievance committee (consisting of two (2) members only) including the Business

Agent, that will take place in seven (7) working days after the grievance has been presented to the General Manager or Director of Human Resources or nominee.

### Section 6.3

In the event that the matter has not been settled either Party may, within ten (10) working days of the aforesaid meeting, contact the other Party in an endeavour to agree on a single arbitrator. Failing agreement within five (5) working days, arbitration will be instituted under the following conditions:

### Section 6.4

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

### Section 6.5

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

### Section 6.6

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

### Section 6.7

- a) It is the intention of the Parties that a policy grievance shall be reserved for disputes involving a question of general application or interpretation, These grievances will be submitted at Step 2 of the Grievance Procedure outlined above
- b) Grievances involving the discharge of an employee may also be submitted at Step 2 of the Grievance Procedure outlined above.

### Section 6.8

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

### Section 6.9

Disciplinary action, where necessary, will be given within 5 days after the conclusion of an investigation subject to availability.

#### Section 6.10

In any interview involving the discipline of an employee, the employee may be accompanied by the Steward or alternate, at the employee's discretion.

#### Section 6.11

The time limits and other procedural requirements set out in this Article 6 are mandatory and not merely a guideline, therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The time limits in this Article 6 may be extended if both parties agree in writing.

#### Section 6.12

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to the arbitrator.

### **ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES**

#### Section 7.1 - Strikes and Lockouts

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

#### Section 7.2

The Union recognizes the right of the Employer to protect its business and the property of its customers.

### **ARTICLE 8 - SENIORITY**

#### Section 8.1

Seniority as used in this Agreement shall mean the length of service from the employee's seniority date. Seniority is the principle of granting preference to employees for layoffs and rehiring after layoffs and assignment of all runs subject to the provisions of the collective agreement

### Section 8.2

Seniority shall be the last date of hire by the Employer. Seniority within the classification shall be used for allocation of work. Employees who were employed on the date of ratification shall retain their seniority date.

### Section 8.3

Employees shall be considered as probationary until placed on the seniority list. An employee having less than ninety (90) work days will be considered a probationary employee and is not covered by the terms of this Agreement. A probationary employee may be discharged or disciplined during this period.

### Section 8.4

Upon completion of the probationary period, the employee shall be placed on the seniority list. Their seniority shall be backdated to the date of his/her last hiring by the Employer and her/his seniority shall be deemed to run from that date.

### Section 8.5

A single separate seniority list shall be provided that includes all job classes below:

- i) A Regular school bus Driver shall be defined as a driver who has been awarded a permanent full time AM and PM run. Drivers may request to become a spare driver only with the permission of the Company and such permission will not be unreasonably withheld.
- ii) A spare school bus driver shall be defined as a driver who substitutes for any regular school bus driver and a driver who is waiting for a permanent AM and PM run.
- iii) A monitor shall be defined as a person who assists the driver in loading and securing wheelchairs, assisting and positioning ambulatory students in seats and fastening seatbelts and monitoring student behaviors of all passengers by observing and alerting the driver of any emergencies or concerns.
- iv) Dedicated Charter Driver - A dedicated charter driver shall cover the longest distance/highest revenue charters, and overnight

charters. Dedicated charter drivers will perform weekday charters where such charters impact a regular driver's ability to perform a dedicated route. When not performing charters, the dedicated charter driver will be available for spare driver work.

Nothing in this collective agreement limits the Company's ability to create, edit or delete classifications

#### Section 8.6

When an employee moves from one classification as listed in Section 8.5 to another, that employee will use their seniority for the purpose of bidding on new and vacant routes and extra work.

#### Section 8.7

In order for an employee to be eligible to be assigned a permanent school route, the employee must be able to complete both the AM and PM portion of the routes each scheduled day.

#### Section 8.8

The Employer will not use regular drivers who have an AM/PM run to fill any absentee runs, before spares drivers. The replacement driver must be qualified.

#### Section 8.9

In the event of a permanent layoff or recall to work following a layoff, probationary employees shall be laid off first and recalled last.

#### Section 8.10

Notice of permanent lay-off due to lack of work shall be in writing and signed by a duly authorized representative of the Employer.

#### Section 8.11

A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the grievance procedure as outlined in Article 6.

#### Section 8.12

The Employer agrees to post a seniority list twice per year on October 15<sup>th</sup>, and May-15<sup>th</sup>. Any disagreement must be raised within fourteen (14) calendar days or the list shall be deemed accurate.

### Section 8.13

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

- (a) should he/she voluntarily quit his/her employment or if he/she is retired;
- (b) should he/she be discharged for just cause and not reinstated through the grievance procedure;
- (c) should he/she fail to report for work within seven (7) working days after being notified to return to work by registered mail, at the last address supplied to the Company, following lay-off;
- (d) should he/she be absent from work for more than two (2) working days without notifying the Company of valid reasons for such absence;
- (e) should he/she 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 under applicable Human Rights Legislation
- (f) Where the employee is on lay-off for a period of twelve (12) months
- (g) failure to hold and maintain a valid Ontario Class "B" or "E" driver's license as may be required by the Company. This provision will not apply to school bus monitors
- (h) where the employee who is granted a leave of absence other than stated or overstays a leave of absence or accepts other employment which interferes with their obligation to the Company.
- (i) Non work related use of a company vehicle without permission

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

### Section 8.14

A First Student Canada employee transferring into or out of the Beamsville Branch will retain their company seniority but have a seniority date of the first day that they get paid to work at Beamsville Branch

### Section 8.15

An employee shall continue to accumulate seniority if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the employer.

## **ARTICLE 9 - HEALTH AND SAFETY**

### Section 9.1

The Employer agrees to abide by all Statutes and Regulations in regard to the Workplace Safety and Insurance Act and the Occupational Health and Safety Act and further agrees to establish a committee with equal representation from the Employer and Union. including W.S.I.B.

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

- a) First Canada's Safety Orientation and Safety Manuals;
- b) First Canada's Standard Operating Procedures (SOP's);
- c) Standards held within MTO regulations;
- d) Regularly scheduled in-service safety workshop
- e) Employee Handbook

The Union will be provided with copies of the above.

Employees must attend all mandatory safety meetings or with a reason for their absence satisfactory to the company and attend the make up meeting.

### Section 9.2 - Occupational Injuries

In the event the employee suffers an occupational injury, the Employer shall provide transportation for emergency and/or medical treatment on the day of injury if required and compensate the driver for that days lost wages.

### Section 9.3

Joint Health and Safety Committee members will be paid at the regular hourly rate for all approved time serving on the Committee

### Section 9.4 - Mandatory Safety Workshops

Mandatory safety workshops will be paid at the regular hourly rate for a minimum of one (1) hour at the non-revenue rate

- d. By seniority from the spare driver list within the zone
  - e. By seniority in the closest adjacent zone(s)
  - f. At management's discretion
3. Public charters shall be allocated to the qualified regular drivers by vehicle size and by the charter/extra work sign up sheet as follows :
- a. By seniority to the Dedicated Charter Driver
  - b. By seniority within the zone where the charter originates:
  - c. By seniority in the closest adjacent zone(s)
  - d. By seniority from the spare driver list within the zone
  - e. At management's discretion
4. A Zone Charter is a school charter that originates and terminates in the same zone and conflicts with a regular drivers AM, PM and if applicable Kindergarten route. Zone Charters will be filled by those regular drivers who are not in conflict by vehicle size and by the charter/extra work sign up sheet as follows :
- a. By seniority at the school where the charter originates;
  - b. By seniority within the zone where the charter originates:
  - c. By seniority in the closest adjacent zone(s).
  - d. By seniority from the spare driver list within the zone:
  - e. At management's discretion
5. A summer charter is a charter that occurs during the school summer break. These charters shall be allocated by vehicle size as per the charter/extra work sign up form on a rotational basis:
- a. to the qualified regular driver
  - b. to the qualified spare driver

Summer charters that follow a schedule will be posted as one charter.

6. Extra work includes all pieces of work affiliated with school, excluding AM, PM, Kindergarten and charters. This includes but is not limited to late runs, APC, shop, and cyber quest. This extra work shall be allocated by vehicle size to the qualified regular driver as per the charter/extra work sign up form by seniority:
- a. at the school where the extra work originates;
  - b. By seniority within the zone where the extra work originates;
  - c. At management discretion

Public charters may request in writing to the branch a specific driver and if possible that driver will be allocated to that charter.



If an employee has already accepted a charter for that day, they shall remain allocated to that charter.

### Multiple Charters

For multiple charters, that originate at the same school and do not conflict with each other or with the drivers AM, PM or Kindergarten route shall be allocated by vehicle size and by the charter/extra work sign up sheet one charter at a time by seniority at the school where the charter originates.

Any charters remaining that have not been previously offered and declined will again be allocated by vehicle size and by the charter/extra work sign up sheet one charter at a time by seniority at the school where the charter originates.

Any remaining charters shall then be offered

1. By seniority within the zone where the charter originates:
2. By seniority in the closest adjacent zone(s)
3. At management discretion

### Section 10.4

A charter is defined as work performed for a hiring party who requires the bus for exclusive use.

### Section 10.5

Charter drivers must give three (3) working days notice if they are not available to do charters on a certain day.

### Section 10.6

Regular Drivers who refuse Charters where there is less than twenty-four (24) hours notice prior to the departure day shall not be charged with a refusal.

### Section 10.7

For charters cancelled less than twenty-four hours prior to its departure time the employee shall be paid one (1) hour at their charter rate except if the cancellation is due to weather.

### Section 10.8

Daily charter sheets shall be posted in the driver's room for the previous five (5) working days and be made available to the zone Steward.

Employees, who submit their time and mileage sheets by September 30<sup>th</sup>, shall be paid the difference between the base rate and the actual time and mileage sheets retroactively to the first day of school. Employees submitting time and mileage sheets after September 30<sup>th</sup> will result in the employee forfeiting any retroactive pay owing.

A dry run is performed using the Company vehicle to familiarize the driver with the route and to identify any route discrepancies prior to the start of the school year or at other times identified by management. The driver will be paid base rate and, if the time and mileage sheets are submitted by September 30<sup>th</sup>, will receive any retro pay based on the time and mileage to complete the dry run and report to management any discrepancies.

Each employee will receive one (1) hour pay at the regular rate for all time spent completing and submitting their time and mileage sheets to the branch.

The Employer reserves the right to audit time and mileage sheets.

### Section 11.3

#### (i) Post Pre School Sign Up

All school routes becoming available after the Pre School Start Up sign-up will be posted on the bulletin board, and by the job posting phone line for five (5) business days and will be announced once at the beginning of the posting period on the two way radio system. Employees will be referred to the "400 line" for specific details of the route. The information on the 400 line will include: the posting number, the route number, vehicle size, the start and finish times for both AM&PM portions of the run, the schools serviced and an estimated value of the route rate(if known). This posting will remain available on the 400 line for a period of five(5) working days.

The route will be assigned:

- 1) first by seniority within the zone from amongst the qualified driver applicants
- 2) If no qualified driver applies, then the Employer shall assign the route to the junior qualified spare driver in the zone.

Only the first vacancy requires to be posted and, if applicable, the subsequent vacancy shall be filled on a temporary basis until the end of the school year, when it will be posted as a vacant route for the Pre School Start Up, sign up.

A driver may accept one (1) posting during the school year.

It is understood that spare drivers and monitors must maintain an availability of eight (8) school routes per each month of the school year in order to be eligible to bid on any regularly scheduled school route either during the Pre School Start Up sign up or for school routes that become available after the Pre School Start Up sign up. Spare drivers and monitors must submit their availability in writing to the branch at the beginning of the month for the full month.

### Section 11.3 (ii)     *Pre School Start Up*

At the end of the school year a regular driver who has a route in their zone and indicates in writing that he/she is returning the next school year and wishes to have their current route assigned to them will have that route assigned to them for the following school year.

At the end of the school year a regular driver who has a route in their zone and indicates in writing to management that he/she is returning next school year and wishes not to have their current route assigned to them will be allowed to bid on open routes as per the paragraph below.

### Section 11.3 (iii)

Drivers affected and the zone Steward will be notified before the Pre School Start Up meeting if their previously assigned route is cancelled. The employer will endeavour to provide this notice as soon as they are notified.

New or vacant school routes will be posted on the bulletin board, and by the job posting phone line for five (5) business days prior to the Pre School Start Up. The work will be assigned within the zone.

Any regular employee who does not have a route assigned to them, at the time of the Pre School Start Up, sign up period may pick a vacant route by seniority from the available routes in their zone.

If no route is available inside their zone, then the employee will be temporarily assigned to a route outside their zone. The bus must be parked in the zone where the route exists and no deadhead time will be paid. When a route becomes available in their zone the affected driver must sign for it.

### Section 11.4

The name of the successful candidate and the route number will be posted.

### Section 11.5

A temporary vacancy (is a vacancy which is anticipated to be more than fifteen (15) working days) will be posted and filled by offering the route by seniority

amongst the qualified spare drivers in the zone. If no spare driver in the zone accepts the temporary assignment, the junior qualified spare driver in the zone will be assigned the work.

A run vacated for maternity leave purposes may only be filled on a temporary basis. An employee returning to work after maternity leave shall provide the Employer with at least ten (10) days prior notice. On returning from maternity leave, the employee shall be placed on their original position with the Employer if it exists or a comparable position.

#### Section 11.6

The Employer agrees to post the position of Monitor where a vacant or new position is created. This vacancy or new position will be posted five (5) working days prior to filling of said position. The position will be announced and placed on the "400 Line" in the same manner as a route. The successful applicant must be available to perform the duties required on a regular basis. If there is no successful applicant for the position, said position will be filled at the Employer's discretion.

#### Section 11.7

The zone Steward shall be provided with a copy advised in writing of any job postings prior to them being posted, and as to the outcome of all job positions and appointments, cancellations of any AM or PM runs within three (3) days of finalization.

#### Section 11.8

Drivers whose AM/PM routes that have been eliminated prior to or after the signup process, or whose existing route has been restructured or whose route requires a change in vehicle size (i.e. big bus to van), the driver shall be notified immediately and shall;

- a) Elect to maintain the restructured route and or change in vehicle size;
- b) Select any vacant or temporarily assigned route or (if this route is out of area, no dead head time will be paid and when a route opens in the driver's area they must sign for it);
- c) If the route is eliminated or changed as described above after the sign up period, displace a junior regular driver within their zone in the same vehicle size should the employees seniority allow;
- d) Be placed on the spare list with their seniority

A driver displaced by “c” above shall

- i) Select any vacant or temporarily assigned route or (if this route is out of area, no dead head time will be paid and when a route opens in the driver’s area they must sign for it);
- ii) Displace a junior regular driver within their zone in the same vehicle size should the employees seniority allows;
- iii) Be placed on the spare list with their seniority

Drivers, who have been removed by the request of the customer, shall be notified immediately and shall;

- a) Select any vacant or temporarily assigned route or if this route is out of area, no dead head time will be paid and when a route opens in the driver’s area they must sign for it;
- b) Be placed on the spare list with their seniority

## **ARTICLE 12 -VEHICLES AND EQUIPMENT**

### **Section 12.1**

The Employer agrees to provide clean vehicles that are properly equipped and maintained in good running order. Employees are required to ensure that they have carried out safety checks in accordance with Employer regulations and the *Highway Traffic Act* before leaving their park out location and are required to report any defect immediately by radio or telephone. If the defect occurs during the operation of the vehicle and is not a major defect as defined by the *Highway Traffic Act (HTA)* the employee is to complete a written repair order and arrange for correction of the defect. Employees are required to maintain an acceptable level of cleanliness in the vehicle being operated. Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

### **Section 12.2**

It shall be the responsibility of the drivers to maintain the cleanliness of their vehicles or with the Company’s permission to seek assistance in severe situations.

### **Section 12.3**

All drivers shall have the option with the Company's permission of bringing their vehicles to the yard for external and heavy internal cleaning at a time mutually agreed upon by the driver and the Branch Manager or his/her designee.

#### Section 12.4

The Company will make its best efforts to notify Drivers at least 48 hours before their bus is required for service.

#### Section 12.5

When a driver with an on-route defect cannot continue on a run, the substitute vehicle will be circle checked before delivery. Drivers who can not complete their scheduled work as a result of the defect will be paid for the scheduled work anyway.

#### Section 12.6

- a) At the start of the school year, the employer will provide flashlights, in all vehicles with cleaning supplies such as Kleenex, paper towels, garbage can with extra garbage bags, broom and in winter a scraper for the safe and clean operation of the buses. The Company will replenish these supplies as required when the bus comes to the Branch for service
- b) The Employer shall provide all safety equipment related to the performance of bus driving duties including, but not limited to gloves and non-prescription safety glasses or, in the case of prescription lenses, side shields.

#### Section 12.7

The Employer will provide a drivers room which will include a table and chairs for the drivers to complete paperwork, access to a telephone, access to refreshments, printed forms used by the drivers and a locked notice board for Union postings.

#### Section 12.8

Park out is a privilege and is granted or denied at the sole discretion of management.

#### Section 12.9

The Company shall maintain all vehicles in a safe operating condition in accordance with Ministry of Transportation regulations.

#### Section 12.10

The Company will administer the policy regarding employees taking Company vehicles to and from work in a fair and equitable manner.

## **ARTICLE 13 - LEAVE OF ABSENCE - FOR PERSONAL REASONS**

### **Section 13.1**

Employees requesting leave of absence shall make written application to their Branch Manager or designate giving at least seven (7) working days notice. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months. It is understood and agreed that employees may only request one (1) personal leave of absence per school year.

Leave of absence shall not be granted to enable an employee or to allow an employee to continue to work outside the Company's service unless the employee discloses this and it is approved by the Company. An employee who violates this provision shall be deemed to have been granted a leave of absence for reasons other than stated.

The name of an employee who is on authorized leave of absence shall be retained on the seniority list, and continue to accumulate seniority while on such leave. It is clearly understood that an employee on authorized leave of absence shall resume their former position and/or assigned route (if it exists) when returning on the scheduled date within the school year.

### **Section 13.2**

An application by an employee or the Union for a leave of absence and replies by the Employer shall be in writing except for a leave of absence for one (1) day or less may be given verbally by the Supervisor.

### **Section 13.3**

Employees on Leave of Absence from their regular school AM and PM runs will not be allowed to perform charters or Extra Work until they return to their regular AM and PM school runs.

## **ARTICLE 14 - LEAVE OF ABSENCE - UNION BUSINESS & EDUCATIONAL**

### **Section 14.1**

Upon written request of the Union Business Representative, employees delegated and attending general business of the Union may be granted leave of absence without pay for that purpose. The Union Business Representative will

provide as much advance notice as possible before the effective date of the requested leave of absence..

#### Section 14.2

The filling of a bus run made vacant as a result of any such leave of absence shall be assigned on a temporary basis only. The Employer shall be responsible for filling all routes vacant as a result of any such time off by selecting drivers first, by region, and then by seniority within the region based on availability on the Spare Drivers .

### **ARTICLE 15 - BEREAVEMENT LEAVE**

#### Section 15.1

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

Bereavement will be paid as it has in the past.

#### Section 15.2

Every employee who has completed three (3) month of continuous service is entitled to such leave with pay at his/her regular rate of wages for his/her normal hours of work, and such pay shall be considered to be wages.

#### Section 15.3

Spouse shall include common-law or same sex partners who have cohabited for a period of at least six (6) months.

### **ARTICLE 16 - MATERNITY LEAVE**

#### Section 16.1

Maternity Leave will be granted in accordance with the Canadian Labour Code.

### **ARTICLE 17 - PAID HOLIDAYS**



### Section 17.1

Drivers' Holidays are: New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Family Day, Christmas Day, Civic Holiday, Labour Day and Boxing Day.

### Section 17.2

Employees will be paid time and a half (1½) at the current Hourly Rate in addition to the holiday pay for all work performed on a holiday.

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

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

17.4 Qualified employees will receive holiday pay in the amount of one twentieth (1/20) of their gross taxable earnings for the previous thirty (30) days.

## **ARTICLE 18 -VACATION PAY**

### Section 18.1

Vacation pay shall be paid based on the drivers start date and paid each pay period.

### Section 18.2

- a) All new employees will receive 4% of their vacationable earnings paid to the employee on each pay and be eligible for two (2) weeks vacation.
- b) Employees who complete five (5) years of service prior to July 1st of any year will be eligible for three (3) weeks vacation and have their percentage increased from 4% to 6% of their vacationable earnings paid to the employee on each pay effective with the first pay of July in the previous year.
- c) Employees who complete ten (10) years of service prior to July 1st of any year will be eligible for four (4) weeks vacation will have their percentage increased from 6% to 8% of their vacationable earnings paid to the employee on each pay effective with the first pay of July in the previous year.
- d) The above vacation schedule shall be subject to the provisions of the Canada Labour Code, whenever and wherever the Code does apply. Therefore, vacation allowances and credits shall be granted in accordance with the Code whenever it applies not withstanding the terms outlined above. Authorized sick leave and absence on Workers Compensation will be calculated as though worked for the purpose of calculating vacation pay.
- e) Vacation days shall be exclusive of assigned days of rest and legal holidays as specified in this Agreement.
- f) Vacation time off must be approved by the Company. Employee's must apply for vacation at least four (4) weeks in advance of the requested vacation time.

## **ARTICLE 19 -JURY DUTY**

### **Section 19.1**

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

## **ARTICLE 20- LAY-OFF AND RECALL**

## Section 20.1

In the event of a layoff, the Company shall consider the qualifications and skills of the employees, where the qualifications are relatively equal, the employee's seniority shall be the determining factor. Wheelchair drivers special training will be offered.

## **ARTICLE 21- GENERAL TERMS**

### Section 21.1 - Driver's Children

Drivers may carry children in their care with them on their route with Company approval as per the employer handbook which may change from time to time.

### Section 21.2 - Employee Records

An employee may make an appointment for a meeting with the Employer to review the employee's personnel file. Such appointment shall be during the Employer's normal office hours. The employee shall be able to review their file semi annually.

### Section 21.3 - Pay Advice/Stub Information

The employee may request a separate statement detailing the work performed in the most recent pay period.

### Section 21.4 Route Cancellations

The Company will make every effort to give the drivers one (1) hour notification prior to their regular start time. Such notification will be done by telephone to a number provided by each driver to the Company.

### Section 21.5

Spare Drivers, Dedicated Charter Driver or Bus Shuttler must maintain a Class "B" license except those employees who as of the date of ratification have a Class "E" license.

If for any reason the aforesaid license, classification or endorsement is cancelled, suspended or otherwise revoked, rendering the employee ineligible to drive then the employee must notify the employer. Failure to notify the employer will result in the immediate dismissal of the employee, if the employee was aware, or should have been aware of the cancellation, suspension or revocation.

### Section 21.6

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 negotiations between the Union and the Company, and amendments will not be implemented without the mutual agreement of the parties hereto.

#### Section 21.7

To the extent any new legislation is enacted which renders any provision of this Agreement void or unenforceable, the minimum standard established by legislation will apply in lieu of the provision that has become void or unenforceable.

#### Section 21.8

The Company and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.

#### Section 21.9

It is the driver's responsibility to inform the company when hours of work for the Company will exceed the Hours of Service (HOS) Guidelines and Ministry of Transportation of Ontario (MTO) regulations. The driver must also inform the company of any other employer they work for who has a Commercial Vehicle Operators Registration (CVOR).

Drivers who have a conflict with the HOS guideline or MTO regulation must first relinquish extra work and then home to school routes.

Compliance with guidelines or regulations will not be considered a refusal.

Drivers must maintain a license classification commensurate with the requirements of the route.

#### Section 21.10

Zones are defined as:

- a) Grimsby
- b) Beamsville
- c) Vineland/Jordan/Camden
- d) West Lincoln
- e) Dunnville
- f) Wainfleet (South East Niagara)
- g) St. Catherines (North East Niagara)

The employer shall determine which zone a route is allocated to and provide a copy to the Union.

It is understood that the zone map will form part of the collective agreement.

#### Section 21.11 - Medicals

Effective with the date of ratification, a driver required to complete a medical for the purpose of regular license renewal shall be reimbursed upon production of a valid receipt to the maximum of one hundred and twenty (\$120.00) dollars ~~not~~ according to the following schedule (in accordance with the Highway Traffic Act):

- a) Up to age forty-five (45) – every five (5) years
- b) Between age forty-six (46) to age sixty-five (65) – every three (3) years
- c) Over age sixty-five (65) – every year

#### Section 21.12 - Inclement Weather

The Company pays the AM route plus half their kindergarten route (if applicable)

### **ARTICLE 22 – OVERTIME**

Any authorized work performed by an employee in excess of eight (8) hours per day or forty (40) hours per calendar week and shall be paid at the rate of time and one-half (1 ½) of the rate as per Schedule "A" at the applicable rate.

Irrespective of seniority, additional work, (that is work performed beyond the daily home to school routes) will not be offered to employees should that additional work result in the employee incurring overtime. Only when the Company deems that overtime is required to complete the work will it be offered by seniority at the location (if applicable).

**ARTICLE 22- DURATION**

Section - 22.1

This Agreement shall become effective on the date of Ratification and shall continue in force and effect until the 28<sup>th</sup> day of February 2013 and from year to year thereafter unless within one hundred and twenty (120) days of the date of expiration either party notifies the other of it's intent to amend the Collective Agreement.

For the Company

Patrick  
Perugia  
Peter  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

John  
Jim  
My  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

First Hour	\$13.58	\$14.12	\$14.40
Each Hour After	\$10.25	\$10.66	\$10.87
Charters	\$11.37	\$11.82	\$12.06
Non-Revenue (Regular Rate)	\$10.87	\$11.30	\$11.53
Bus Washer	\$11.48	\$11.94	\$12.18

## **Extra Runs**

Time spent completing extra runs will be paid proportionately at applicable route rate

## **Breakdown Time**

All breakdown time beyond the normal route end time will be paid at non revenue rate.

## **Replacement Drivers**

Drivers who fill in for another driver at the request of the Company will be compensated at the higher rate between the two (2) school runs.

## **Wheelchair Allowance**

The Driver will be paid two dollars fifty cents (\$2.50) for each am,pm and kindergarten portion as a wheel chair allowance providing that there is no monitor on the bus.

## **Additional Route**

An additional route that is added to a driver's normal day, such as exam days, early release days the minimum am or pm rate.

## **Hydro Allowance \$17.00 per month**

Hydro allowance will be paid on April 1<sup>st</sup> for the previous season. Such payments will be for the months of November 15<sup>th</sup> to March 15<sup>th</sup> inclusive (four (4) months).

## **Bus Shuttler Rate - Non Revenue Rate**

## **Kilometer Rate**

Drivers who are required by the Company to go from one zone to another zone to pick up a company vehicle will be paid \$0.50/km

## **Stone Allowance - \$250.00 once every three (3) years**