

COLLECTIVE AGREEMENT

BETWEEN

FIRST CANADA ULC (OWEN SOUND DIVISION)

(Hereinafter referred to as the "Company")

- and -



UNIFOR AND ITS LOCAL 4268

(Hereinafter referred to as the "Union")

Term: September 1, 2020 to March 31, 2022

LP/kw:cope.343

15202 (01)

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
ARTICLE 1 - PREAMBLE AND PURPOSE.....	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - UNION SECURITY	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	6
ARTICLE 5 - WORKPLACE HARASSMENT	9
ARTICLE 6 - NO STRIKES OR LOCKOUTS	11
ARTICLE 7 - UNION COMMITTEE AND STEWARD	11
ARTICLE 8 - GRIEVANCE AND ARBITRATION.....	13
ARTICLE 9 - PROMOTIONS	16
ARTICLE 10 - LEAVE OF ABSENCE	16
ARTICLE 11 - VACATIONS	18
ARTICLE 12 - PAID HOLIDAYS	19
ARTICLE 13 - BEREAVEMENT LEAVE.....	20
ARTICLE 14 - PART TIME/REGULAR EMPLOYEES.....	20
ARTICLE 15 - HEALTH AND WELFARE	20
ARTICLE 16 - HEALTH AND SAFETY	21
ARTICLE 17 - BULLETIN BOARDS.....	26
ARTICLE 18 - CORRESPONDENCE	26
ARTICLE 19 - GENERAL.....	27
ARTICLE 20 - TRAINING.....	29
ARTICLE 21 - SENIORITY.....	30
ARTICLE 22 - CHARTERS	39
ARTICLE 23 - ADJUSTMENT AND CLOSURE	43
ARTICLE 24 - DURATION OF AGREEMENT	45
SCHEDULE "A"	46
SCHEDULE "B"	50
LETTERS OF UNDERSTANDING	51

ARTICLE 1 - PREAMBLE AND PURPOSE

- 1.1 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 efficiency and service, to establish rates of pay, hours of work, safe 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 - RECOGNITION

- 2.1 The Company recognizes the Unifor Local 4268 as the sole and exclusive bargaining agent for all school bus drivers of First Canada ULC carrying on business as First Student Canada, working at or out of its Owen Sound branch located at 2180 2Q1h Street East, Owen Sound, Ontario excluding foremen, managers, those above the rank of manager, office sales and maintenance staff, full-time drivers trainers and safety officers.
- 2.2 The word "employee" in this Agreement shall name the employee for whom the Union is the sole bargaining agent as set out in Clause 2.1.
- 2.3 The Company agrees not to enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement
- 2.4 The parties agree that if the municipal address at which the Owen Sound Branch is located changes within the City of Owen Sound 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.
- 2.5 The Company shall notify the Union at least ninety (90) days in advance of such move and will meet and discuss the implementation of any matter which may affect the bargaining unit arising from such move.

ARTICLE 3 - UNION SECURITY

- 3.1 The Union agrees to supply the Company with notice in writing as to the amount of regular monthly dues. The amount to be deducted shall not change during the term of the agreement except to conform with a change in the amount of dues according to the Unifor'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 from each pay each month from each employee cover investigation by the Recognition Clause (Article 2) of this Collective Agreement. Deductions from pay will start from the first (1st) month of employment.

- 3.2 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.
- 3.3 The amount of dues 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 of Local 4268.

The Company will also provide a list of those employees who did not have dues deducted and the reason why no deduction took place.

This will occur no later than the fifteenth (15) day of the month following the date in which the deductions are made. A copy of the statement of deductions will also be forwarded to the Chief Steward.

The Company shall remit dues to the Financial Secretary of Local 4268 no later than the fifteenth (15th) day of the month following the date which the deductions are made. A copy of the statement of deductions will also be forwarded to the Chief Steward.

The Company will provide the following information every three (3) months in accordance with Article 3.6.

- Employees full name
- Employees full address
- Employees phone number

Dues are to be deducted biweekly from each employee covered by the recognition clause (Article 2) of this Collective Agreement. Deductions from pay will start immediately upon employment.

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.

- 3.4 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.

3.5 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.

3.6 **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. The Company further agrees to supply the said Union with name, occupations, telephone number(s), email address(es) and full mailing address of each employee engaged during the term of this Agreement, every three (3) months. On commencing employment, the employee's immediate supervisor shall provide the new employee with the telephone numbers of their union representatives. A copy of the Collective Agreement provided by the Union will be included in all start-up or welcome packages provided by the Company. In addition, the new employee will be allowed twenty (20) minutes to meet with the Union representative privately, not on Company time.

3.7 Each new employee when hired by the Company will be required to complete in full 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 Chief Steward will receive the card within five (5) days.

3.8 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.

The Company will communicate in advance the dates and times of union meetings. The Company further agrees to announce the meeting two (2) times per day; (a.m. and p.m.) where applicable commencing one week prior, one day prior to the meeting and the day of the meeting. The times are to be determined in cooperation with the Chief Steward.

- 3.9 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. If an employee is asked to work, they may be allowed to use their bus to attend the meeting with permission of the Company.

Providing Transportation to Union Meetings

The Company will provide up to four (4) vehicles at designated pickup points for the purpose of bringing employees both to the meeting and returning to their pickup location. There will be no wages paid or owing to the driver. In any case where conduct of passengers and/or the driver cause concern to the Company with respect to safety and/or its' reputation, a meeting shall be held with the Chief Steward.

3.10 Merger and Representation Rights

The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with another Company in which the covered employees therein, are represented by another Union in such Company, the representation rights and the status quo of this Union shall be maintained until a final determination is made by the Ontario Labour Relations Board or the Canada Industrial Relations Board (whichever may apply) as to the proper representation of the combined group.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 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 of an employee that she/he 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. This time may be extended only by mutual agreement of the Chief Steward and the Company.
 - 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 Chief Steward with a copy of those rules, regulations and policies and procedures that are made or altered by the Company from time to time at least two (2) weeks before implemented if possible. A meeting will be held to discuss the impact of such policies, rules or regulations on the members covered under this Collective Agreement. No changes to rules, regulations, procedures or Company policies will be recognized if such change will violate or modify the language or intent of this Collective Agreement.

e) Except in cases of drinking or substance abuse on duty or proven dishonesty, or acts of or threats of violence, 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 Chief Steward forty-eight (48) hours' notice of matters to be dealt with at impartial hearings and grievances, and the subject matter to be dealt with. The Company may remove such employee from service with pay until such hearing is held with the Chief Steward in attendance, but no later than the forty-eight (48) hours' notice. at which point the Company's obligation to pay the employee ceases should the delay be caused by union or employee availability.

An employee shall not be held out of service for more than three (3) working days, while an investigation is going on. Nothing in this article shall, however, deprive an employee of exercising his/her full rights under the grievance procedure, as set out in this Collective Agreement.

f) No employee shall be held out of service for an investigation of any charge against him/her for a period of no more than three (3) working days without holding a hearing by the Company concerning such matters, and the employee and the Chief Steward must be notified at least forty-eight (48) hours in advance of such hearing, in writing. The driver shall be paid at his/her regular daily rate of pay while held out of service.

The Company's obligation to pay the employee ceases should the meeting not occur within forty-eight (48) hours of notification due to union or employee availability.

g) Letters of reprimand, adverse reports or written disciplinary warnings shall be removed from an employee's file after eighteen (18) months. Disciplinary suspensions and minor driving offences shall be removed from an employee's file after eighteen (18) months. More severe driving offences (that involve points on a driver's license) shall be removed from an employee's file after eighteen (18) months.

With respect to the Company's obligation to consider all complaints received about an employee; 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.

When the Company has a complaint about an employee, Management in cooperation with the Chief Steward will meet and decide any action (not including discipline or discharge) to be taken (if necessary).

It is understood that the clients/customers of the Company have no rights as far as the disciplining of employees under this Collective Agreement.

h) All letters of understanding will be signed by the President of the Local, the Chief Steward and the Director of Labour Relations First Student Canada and/or designate.

4.2 No report may be placed in an employee's file unless a copy of the said report (dated) is given to the employee and the Chief Steward at the time any entry or document is placed in the employees' file.

An employee may request to review his/her own personal file in writing to the Location/Assistant Location 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.

4.3 An employees' reply to a complaint, accusation or expression of dissatisfaction shall become part of his/her record. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

4.4 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.

4.5 The Union recognizes that the Company is obligated to follow the instructions of its Customer(s) and that it has an obligation to protect its business and serve its Customer(s).

4.6 Disciplinary action, where necessary, will not be unduly delayed.

ARTICLE 5 - WORKPLACE HARASSMENT

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

The Company and 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/Committeeperson

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

The Chief Steward and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union Representative 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.

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 Chief Steward who will make a determination on an appropriate resolution. The Human Resource Manager and the Chief Steward 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.

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.

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.

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.1 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 under the *Canada Labour Code*.

ARTICLE 7 - UNION COMMITTEE AND STEWARD

- 7.1 The Company recognizes the right of the Union to appoint or otherwise select a negotiating committee, a grievance committee, and a Health and Safety Committee and a women's advocate to carry out Union work. The Company undertakes to recognize and deal with all of these committees. The Chief Steward shall have super seniority (second last person to be retained on the seniority list) during a permanent layoff.
- 7.2 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 two (2) 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 Chief Steward within ten (10) days. The Company will pay Local Union Representatives for Labour / Management meetings for all time spent to attend the meeting at the special work rate or loss revenue time, whichever is greater. If an agenda item from the union/management meeting is unresolved the company will provide the union with a written response at the subsequent meeting.

- 7.3 The Parties agree that management and the union stewards in the employ of the Company have a special obligation to uphold the terms of this Agreement.
- 7.4 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, but will not enter into any contracts that are contrary to the provisions of the Collective Agreement, without first having meaningful discussions with the Chief Steward and Local President to come to negotiate a resolution.
- 7.5 In the cases of grievance it is understood and agreed that no more than three (3) members of the grievance committee shall be entitled to meet with the Company at any one (1) time.
- 7.6 The Union shall notify the Company in writing of the names of its officers, chief steward, 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.
- 7.7 The Chief Steward and stewards 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, consent will not be unreasonably withheld.
- 7.8 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National 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 manager or his/her nominee before visiting any property of the Company, which consent will not be unreasonably withheld.
- 7.9 The Company shall notify every employee of their right of Union representation at the time of any formal disciplinary meeting. The contents of this meeting shall be limited to the reason the Chief Steward/employee was notified of twenty-four (24) hours in advance of the meeting. The Company shall provide the employee with time to talk to their Union representative before any meeting.

- 7.10 No person shall act as a steward or negotiator who has not been a member in continuous good standing in the local union for one year immediately prior to an election.
- 7.11 The Company shall pay lost time wages to three (3) members of the Union negotiating Committee for time spent in collective bargaining. Payment will be made at his/her regular wages for each day spent in negotiations.
- 7.12 Union representatives will not suffer a loss of pay for attendance at any meeting with the Company during regular working hours.

If a Union Representative attends a meeting with the Company outside of his/her regular working hours he/she shall receive the special work rate of pay for all time spent travelling to and attending the meeting.

When requested by the Union Committee, the Local Union President or designate and a National Union Representative may be in attendance.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.1 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 during the early stage of the grievance procedure. It is understood that a reasonable amount of time 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.
- 8.2 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, or an employee who feels she/he had been unjustly dealt with, the following procedure shall be followed:

Pre-Step: Verbal.

The Employee and Manager and/or his/her designate shall meet (phone call, e-mail or face to face meeting) within five (5) days, in order to settle any disputes before filing a grievance. If no settlement can be reached, the Employee may proceed with filing a grievance with the Union.

Step 1: The grievance shall be in writing, a copy of which shall be given to the Branch Manager or his/her designate and to the employee's steward. The grievance must be presented to the Location Manager or his/her designate within seven (7) working days after the occurrence of the matter complained of and the Location Manager or his/her designate shall answer the grievance presented to him/her in writing within seven (7) working days after he/she has received it. The grievance may be signed by the employee, his/her steward or Chief Steward, with the exception of dismissal grievances, which the affected employee must sign.

Step 2: If the matter has not been settled in Step 1, the Union Steward of the employee involved may, within seven (7) working days after receiving the written answer from the Location Manager or his/her designate, present the grievance in writing to the Area General Manager or his/her designate, who shall render his/her decision in writing within seven (7) working days after receiving it.

If the matter is not settled in Step 2, the Chief Steward may present the grievance to the Director of Labour Relations or his/her designate within seven (7) working days of receiving a written decision from the Area General Manager or his/her designate. If either party agrees that a settlement can be reached with a meeting, the meeting shall take place at a mutually agreed to location within seven (7) working days, otherwise the grievance shall be answered within seven (7) working days of the Director of Labour Relations receiving the grievance. The National Representative or the President of the Local and the Chief Steward will be in attendance at all Step 3 meetings.

- 8.3 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 three (3) working days, arbitration will be instituted under the following conditions:

The Party desiring arbitration will give the other Party a written notice of its intention and this notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the Party.

The desiring party will suggest three (3) arbitrators to be picked from. The other party will also suggest three (3) arbitrators and both sides shall agree on a sole arbitrator to hear the case.

- 8.4 The Company and the Union shall, within five (5) working days, appoint or select a sole Arbitrator. If they are not able to select an Arbitrator, they shall request the Minister of Labour to make the appointment.
- 8.5 The sole Arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to him/her for disposal and his/her decision shall be final and binding on all parties concerned.
- 8.6 The parties will equally bear the expense of the Arbitrator.

- 8.7 No matter shall be submitted to a sole arbitrator, which has not been properly carried through previous steps of the grievance procedure in accordance with the Agreement.
- 8.8 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 seven (7) working days after the occurrence of the matter complained of.

If the Union files such a grievance, it shall be done by the Chief Steward submitting a statement of the claim to the Director of Labour Relations or his/her designate 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 Labour Relations or his/her designate submitting a written statement of the grievance to the Chief Steward of the Union. 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 between the Union grievance committee and management within seven (7) working days after the Chief Steward has submitted his/her answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

- 8.9 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 Chief Steward. 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 the Branch, the Parties will provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.
- 8.10 Other than the initiation of a grievance, when either Party violates the time limits, the grievance will proceed to the next step. The Union will advise the company in writing when a grievance is dropped.
- 8.11 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and Public Holidays for both the Company and the Union.
- 8.12 In an interview involving the discipline of an employee, the employee may be accompanied by one (1) member of the grievance committee and the Chief Steward at the employee's discretion. It is the Company's responsibility to inform the employee of his/her right to have a union representative of his/her choice attend the meeting with the employee. The Company shall provide the employee with time to talk to their Union representative before the discipline meeting.
- 8.13 A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure and within five (5) working days of the date the employee is notified of the discipline.

- 8.14 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified. The Union may, by written notice, withdraw a grievance at any time.
- 8.15 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.

ARTICLE 9 - PROMOTIONS

- 9.1 Promotions and transfers within this bargaining unit shall be governed by the following factors:
- 1) Knowledge, suitability, efficiency and ability to do the work required. The judgment of the above qualifications and the promotion of any employee shall be at the sole discretion of the company.
 - 2) Medical certificate
 - 3) Length of continuous service when factors 1 and 2 are equal in the judgment of the employer shall govern.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 Employees requesting a leave of absence shall make written application to their manager giving at least seven (7) working days' notice (except in the case of an extreme emergency). Such leave of absence shall be requested in writing, and if approved employee and Chief Steward will be provided with written notification. The Company may, at its discretion, grant such leave of absence for a period of up to one (1) month.

A driver with less than six (6) months of seniority shall not be granted a leave of absence, except in the case of an extreme emergency, at which time the Company and the Union will meet to determine if seniority is maintained.

All written requests for leave of absence will be answered in no more than seven (7) working days by Management.

- b) Medical Leave of Absence - Records of Employment (ROE's) will be issued to Service Canada electronically as per the *EI Act*.
- 10.2 A leave of absence may be extended by the Company upon receiving notice from the employee, provided such notice is received at least three (3) working days prior to the expiration of the leave of absence. The Chief Steward will be notified of such a request.

- 10.3 An employee who fails to report for duty on or before the expiration of a leave of absence may, unless the Location Manager is advised of exceptional circumstances, be terminated. The Manager and the Chief Steward will meet to discuss the circumstances.
- 10.4 Proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time. Confirmation of such proof will be given to the Chief Steward.
- 10.5 Leave of absence shall not be granted to enable an employee to work outside the company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the Chief Steward.
- 10.6 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 while so engaged.
- 10.7 Upon written request of the President of Local 4268, and/or the Chief Steward, employees delegated and attending general business of the Union shall be granted 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 Chief Steward 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).
- 10.8 The name of an employee who is on authorized leave of absence shall be retained on the seniority list and accumulate seniority.

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

- 10.9
 - a) An employee wishing to return from leave of absence prior to the expiration of his/her approved period of leave must advise his/her supervisor at least three (3) working days in advance of the date upon which she/he wishes 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 may perform their regular work.
 - b) For a Medical Leave of Absence the supervisor will make every effort to accommodate the returning employee in accordance with the *Human Rights Code*. Confirmation of accommodations are to be provided, to the Chief Steward.
- 10.10 The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal earnings and the payment received from jury service or court witness, other than personal, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee 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 at straight time, to a maximum equivalent of their daily rate. If the employee is on a designated lay-off period, the employee shall be paid for all their time in court at the special work rate to a maximum equivalent of their normal daily rate prior to the lay-off period.

- 10.11 An employee returning from a leave of absence granted in accordance with Clause 10.1 will be returned to the route held previous to the leave of absence, unless a signup period has passed and provided the route remains.
- 10.12 The Company will allow an employee unpaid leave to attend to personal family (as defined in Article 13.01) emergency and urgent matters. i.e. employees will not be compelled to use vacation entitlement

ARTICLE 11 - VACATIONS

- 11.1 Compassionate Care Leave shall be granted in accordance with the CLC II. All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.
- 11.2 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 (4.0%) of the pay received for all work performed in the working year.
- 11.3 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 percent (6.0%) of earnings in the previous year.
- 11.4 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 percent (8.0%) of earnings in the previous year.
- 11.5 The above vacation schedule shall be subject to the provisions of the *Canada Labour Code* whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with the Code whenever it applies notwithstanding the terms outlined above. Vacation days shall be exclusive of the assigned rest days and legal holidays, as specified in this Agreement.
- 11.6 **Vacation Scheduling**

The employer shall determine when an employee shall take his/her vacation for a vacation entitlement year subject to the following rules:

- 1) Management reserves the right to limit the number of employees off on an approved vacation in each department — Transit and School Bus.
 - 2) Employees may request up to two (2) weeks' vacation by September 30th for the next calendar year. Vacation will be assigned by seniority date by October 31 of the current calendar year. Subsequent requests will be considered when received, response to be given within one (1) calendar weeks.
 - 3) Management will allow a minimum of one (1) employee in the Transit Department and three (3) in the School Bus Department at any one time when assigning vacation.
- 11.7 If pre-approved vacation time is cancelled by an employee, two (2) weeks prior to the commencement of their vacation the Company shall modify the vacation list to reflect that availability. If a seniority driver was previously denied this requested time off, that employee must respond within three (3) business days with their decision to accept the requested time off.
- 11.8 In the case of extreme financial hardship on the part of the employee, he/she may request to receive all or part of accumulated vacation pay which may be paid at the discretion of the Company. Drivers who request all or part of their vacation pay two weeks in advance of their vacation date shall receive such pay prior to their scheduled leave. Any outstanding accrued vacation pay shall be paid on the first pay cheque in the month of November by separate direct deposit.
- 11.9 Any vacation monies due will be paid upon resignation, termination or permanent layoff in the first pay period following.

ARTICLE 12 - PAID HOLIDAYS

- 12.1 An employee who qualifies in accordance with the relevant provisions of the *Canada Labour Code* shall be granted a holiday with pay for each holiday established under the *Canada Labour Code* including but not restricted to New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day
- 12.2 The parties agree to recognize Easter Monday as a statutory holiday in lieu of the Remembrance Day holiday. The practice of recognizing the Provincial holiday, Family Day will continue.
- The Company also agrees to recognize the Civic Holiday occurring in the month of August.
- 12.3 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.

- 12.4 Qualified employees will receive holiday pay in the amount of one twentieth (1/20) of their gross taxable earnings for the previous thirty (30) calendar days. 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 13 - BEREAVEMENT LEAVE

- 13.1 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, parent, sister/brother, mother/father-in-law, brother/sister-in-law, grandchildren or grandparents, step parent and step parent of spouse and step children), if the employee attends the funeral, to allow the employee such time off as necessary up to a maximum of three (3) days and to pay for the days which the employee would have otherwise worked at his regular rate of pay.
- 13.2 An employee may withhold one (1) day of bereavement time for spring burial or memorial service.
- 13.3 If the employee is unable to attend the funeral, he/she shall be allowed one (1) day off without loss of pay.

ARTICLE 14 - PART TIME/REGULAR EMPLOYEES

- 14.1 A part time/regular employee under this Agreement will be defined as any employee who normally works less than twenty-eight (28) hours per week. Therefore, any employee who normally works more than twenty-eight (28) hours per week within any twelve (12) week period shall be classified as a full time employee. Part time employees under this Agreement do not participate in any of the benefit packages included in this Agreement. The Company shall notify the driver when they qualify for these benefits. Charter hours are not to be included in this calculation.

ARTICLE 15 - HEALTH AND WELFARE

- 15.1 All full time employees with ninety (90) calendar day's service with the Company will be provided with the following insurance benefits and the Company will bear eighty (80%) percent of the cost of same:

Weekly indemnity payment benefit will be the greater of sixty percent (60%) of normal earnings or the amount equal to the Employment Insurance Canada registered criteria.

ARTICLE 16 - HEALTH AND SAFETY

16.1 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 interest of all parties to at all times comply with all applicable health and safety legislation and regulations as outlined in the *Canada Labour Code* Part 11 ("CLCII") as minimum standards.

16.2 The Company further agrees to the establishment of a joint Health and Safety Committee which will be composed of a maximum of two (2) employees appointed by the Union and a maximum of two (2) representatives of the Company. In the event the branch employs seventy (70) or more employees, the number of representatives on the committee will be increased. The Committee will be constituted and function according to *CLCI*, as amended from time to time. The Committee will reflect the whole branch workforce including drivers, office staff and mechanics. 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. It shall also be the committee's responsibility to review all preventable accidents/incidents occurring at the Owen Sound Branch for the purpose of recommending methods by which to avoid such accidents/incidents from occurring in the future. The committee shall meet monthly for the purpose of discussing safety problems and as the need arises, but in no event shall such committee meet less than nine (9) times in a calendar year. If circumstances make additional meetings necessary, they should be held during or outside regular hours, whatever is required.

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; the other shall be a company member. A union member and a management member will be trained and certified by the IHSA (Infrastructure, Health and Safety Association).

The training time will be compensated according to whichever is greater 1) Normal Daily Rate or 2) the special work rate for hours attended. The Company will provide a vehicle for travel to and from such a course.

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

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

- Consider and expeditiously dispose of health and safety complaints;
- Participate in the implementation and monitoring of programs for the prevention of workplace hazards;

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

Through the provisions of the *CLCII*, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety. The Committee may request from the Company any information that can be considered necessary to address workplace hazards. It has full access to all government and employer reports, studies and tests relating to the health and safety of employees.

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

The Health and Safety Committee shall be compensated, whether performed during or outside the members' regular working hours, at their regular rate or at the special work rate as applicable.

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.

The right to accompany inspectors shall be in accordance with the *CLC* Part II.

16.3 **Preventable Accidents**

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

16.4 **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 unless he has been 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.

- 16.5 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident/incident involving a Company vehicle and may request the assistance of a Health and Safety or Union Representative.

It is also understood that the employee must file a complete accident report with the Company within twenty-four (24) hours of the accident when reasonably possible or on the next business day.

The driver shall be paid at special work rate for all time spent in the performance of these duties to a maximum of one (1) hour.

- 16.6 The company agrees to pay a maximum of one hundred and fifty dollars (\$150.00) per year towards the Ministry of Transportation Medical required for maintaining a Class B License. Employees must provide a receipt. If the Company requests a medical certificate, doctor's note or a note from a specialist for an employee the Company shall reimburse the employee the full amount upon the submission of a receipt paid by separate direct deposit with no deductions made.

16.7 **Right to Refuse**

- 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 (in accordance with the CLC Regulations) 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 and in accordance with the *Highway Traffic Act*, MTO regulations and all applicable inspection schedules, until the appropriate person, a licensed mechanic/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 II, 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.
- 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.

- d) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the act or the regulations.
- e) The employee who has exercised his right to refuse shall be paid his regular wage during the stoppage until work resumes or assigned alternate work until such time as the safety committee or Federal Inspector has investigated and resolved the safety issue in accordance with the *CLC II, S. 128*.

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.

- 16.8 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) and to ensure in the course of same that windshield washer reservoirs are filled on all buses equipped with same.

Any and all subsequent circle checks required by the Company to be performed by the driver on any given day will be paid fifteen (15) minutes each at the special work rate

- b) Drivers required to bring their vehicle in for service shall be paid for all necessary time spent in the performance of these duties at the special work rate.

- 16.9 Employees will be paid at the charter rate for time spent attending mandatory safety workshops, with a minimum payment of one (1) hour. 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. Workshops and makeup workshops will be held in both School Bus regions (Warton and Owen Sound). If this cannot be facilitated, then the affected employee(s) will be compensated for travel time to attend outside of their region at charter rate.

A minimum of two (2) weeks prior notice shall be posted for all safety workshops. In addition to posting on notice boards and radio announcements. The current practice of payroll inserts shall continue.

16.10 **Protective Clothing and Equipment**

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 chosen by the Company. These shall be maintained and replaced, where necessary at the Company's expense.

The Company will supply one (1) high visibility winter parka (3 in 1 type) to full time transit drivers and school bus drivers assigned to regularly transport wheelchairs or other mobility type equipment requiring driver assistance. This parka will be replaced every two (2) years.

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, extension snowbrushes squeegees etc.

16.11 National Day of Mourning

Each year on April 28th, at 11:00 a.m., one (1) minute of silence will be observed in memory of workers killed or injured on the job.

16.12 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 shall be provided with transportation to his/her doctor's office or hospital and to his/her home.

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

16.14 CID Training

The Company will pay for all time spent by the employee for CID Training. A driver performing a CID 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

16.15 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.

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.

16.16 Driver Protection

All student misconduct reports or safe school reports that are submitted to the Company will be forwarded to the Board. The Chief Steward and the employee (at their request) will be notified of the outcome of the incident report (subject to the *Safe School Act*) which must be kept in confidence either individually or collectively.

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 ten (10) minute increments.

- 16.17 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 4.1 (b).

In the case that there are no open routes available from all customers served, the Company will accommodate the driver as a spare driver.

ARTICLE 17 - BULLETIN BOARDS

- 17.1 A secured bulletin board shall be provided at all yards for the use of the Union for calling of meetings and notices relative to all employees. The Location Manager shall receive a copy of the notice before it is posted. The Chief Steward and the Location Manager shall have the only keys if so equipped. Union to provide if not already there.

ARTICLE 18 - CORRESPONDENCE

- 18.1 Each employee shall keep the office informed of his/her current address and telephone number. If an employee's information changes the employee will be supplied with a union authorization card for completion by the employee. The Union needs to supply the cards to the Company.

18.2 All communications between the parties shall be addressed to:

- a) Location Manager and Area General Manager, First Student;
- b) Chief Steward and President of the Local, Unifor;
- c) Copy to the National Representative of the Local.

ARTICLE 19 - GENERAL

19.1 Supervisors will not perform any scheduled work such as transit work charters or school runs except in cases of extreme emergency. The Union will be notified weekly in writing when such occurs.

19.2 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 all fees payable to the MTO to maintain the necessary Ontario Driver's License such as, but not limited to, testing fees and eye exams upon submission of a receipt. Cancellation and/or inability to maintain the required driver's license may result in termination. An investigation by the Company and the Union will be done as to why a driver's license has been cancelled and as a result a driver may be offered a non-driving position for up to thirty (30) days.

19.3 Service Letters

The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed, or leaving the service with due notice, shall upon request be given the usual certificate of service and will be paid all monies owed in full on the next payroll.

19.4 Telephone Calls

If it becomes necessary for an employee to call the office when he/she is on charters, highway runs, etc., he/she shall be reimbursed for the amount paid. In case of bona fide illness or accident at home, this rule will be extended.

If it becomes necessary for an employee to use their personal cell phone for communication purposes with the Company due to loss of two way radio contact, the Company shall reimburse the employee in full, including roaming charges, or accept the charges. A claim for reimbursement by an employee must be accompanied by a receipt or a reasonable set amount previously agreed to between the Company and the employee.

Other than the above the Company shall not ask a driver to use their own personal cell phone for Company business.

- 19.5 Proofs of the new agreements will be prepared by the Company for signing within thirty (30) days of the final agreement and the Union agrees to proof and return the proofed copies of the agreement to the company within thirty (30) days of receiving it.
- 19.6 The Company will provide employees with detailed spreadsheets biweekly as requested. A driver who has a shortage in their pay of twenty dollars (\$20.00) or more shall be paid within forty-eight (48) hours upon discovery of the error. Any error which amounts to less than twenty dollars (\$20.00) will be paid on the next regularly scheduled pay.
- 19.7 The Company agrees to pay half the cost of printing the Agreement, upon receipt of the printing invoice. Payment will be sent to the Financial Secretary of the Local within thirty (30) days of receiving the invoice.
- 19.8 When a new position is created outside the bargaining unit, the Company shall post notice of such position on all bulletin boards as per Company Policy so that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.
- 19.9 At the request of the Company, employees who attend the mandatory August start up meeting will be paid three (3) hours, at the extra work rate for their attendance.
- Employees required by the Company to conduct a route dry run shall, be paid the route rate upon submission of an extra work sheet.
- 19.10 As a matter of practice a driver who keeps his bus at his place of residence is expected to start the bus fifteen (15) minutes before he/she leaves, in order to have its engine warmed up during periods of extreme cold as directed by the Company will be paid an additional fifteen (15) minutes per day. When requested by the Company, the driver will be responsible to plug in his vehicle. The Company will provide, upon request of an employee who parks their vehicle at their residence, a power cord, not to exceed one hundred (100) feet. The cord will be distributed at a time determined appropriate by the Company and shall be the responsibility of the employee to whom the cord was signed out to. The cord shall be returned to the Company in good condition, in order for the employee to receive the payment of the Hydro Allowance, and the cost of the cord shall be deducted from an employee's final pay owing, in the case of the employee leaving the employment of the Company and not returning the cord. This payment will be paid in the pay period that the cord is returned to the Company.
- 19.11 When an employee is a member of the Bargaining Unit for some of their duties and not for others they will not serve as a representative of the Health and Safety Committee.
- 19.12 Buses with AM/FM radios and power point systems previously company or manufacturer installed will not be removed. Should said systems break down the Company will make reasonable effort to repair them as soon as possible, if possible.
- 19.13 Maps will be provided as requested.

- 19.14 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.
- 19.15 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 20 - TRAINING

20.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily without effect upon the rate of pay of the employees concerned. The local chief steward will be advised when employees exchange positions in accordance with the Clause.

20.2 Training During Normal Working Hours

An employee required by the Company to take training during his/her normal working hours will be paid at regular rate of pay while in training.

Training Outside Normal Working Hours

An employee required by the company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training.

Where required by the Company or one of its customers, employees will be paid to attend a first aid course not exceeding eight (8) hours at the special work rate.

It will be optional for employees to attend training seminars, meetings or First Aid/CPR training on any regular scheduled day off including all school holidays, and layoff periods and PA days. This clause shall not apply to the annual start-up meeting providing notice was given of the date prior to the end of the school year. It is a condition that employees have and maintain a valid first aid/cpr certificate

20.3 It shall be the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to the Location Manager, stating their desires, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

ARTICLE 21 - SENIORITY

- 21.1 Seniority is defined as the length of continuous service to the company within the bargaining unit and shall be used in determining priority and/or preference for lay off, permanent reduction of the work force, and recall. Seniority shall not extend across all departments.
- 21.2 Seniority shall govern work allocation, layoff, recall and permanent reduction of the work force based on the following seniority system:

1) **Transportation Department - Seniority List(s)**

The Company shall maintain, in addition to the Master Seniority List, seniority lists showing the date upon which each employee's service commenced and the classification of each employee. Classifications with separate seniority lists will include but are not limited to: Transit, Spare Transit, Transit Counter, Regular School Bus, Spare School Bus, Casual School Bus, Monitor, Spare Monitor, and Wheelchair by classification date and Meaford Handivan. Where two (2) or more employees commence work on the same date, seniority will be determined in alphabetical order by last name of employees hired. All subsequent Seniority Lists will be reviewed at monthly Labour Management Meetings.

All seniority lists will be deemed accurate after thirty (30) days of posting provided no objection has been raised by the union or the employee. Dispatch will announce on the day of posting on all pertinent radio frequencies in both the a.m. and p.m. in order to provide the employees an opportunity to review.

TRANSIT DEPARTMENT

1) **Full Time Transit Driver**

A Full Time Transit Driver will be defined as an employee who works as a transit driver more than twenty-eight (28) hours per week within any twelve (12) week period.

The Company agrees that in the event of changes to the Transit operations ordered by the City of Owen Sound, crew rescheduling will be done in a manner which will retain as many full time drivers as possible working an average of thirty-seven and one half (37 ½) hours per week to a maximum of seventy-four and one half (74 ½) hours every two (2) weeks. Included in these hours, all Transit drivers are to be paid thirty (30) minutes prior to the morning route and thirty (30) minutes following the afternoon shift whichever may apply. It is recognized that full Time Transit drivers will be scheduled to have two (2) days of rest per week.

The parties agree to and adjust as required. A copy of all transit schedules will be provided to the Chief Steward.

2) **Spare Transit Driver**

- a) A Full Time Transit Driver moving into a Spare driver position will bring their seniority with them.
- b) A Regular School Bus Driver who has completed the appropriate training program as established by the Company, will maintain seniority status on the Regular School Bus list and a school route.

They may fill in on regular transit routes when required. They will enter the Spare Transit Drivers list as of the first day they complete a piece of transit work.

3) **Washroom Facilities**

In the event of the closing of the Transit Terminal the Union and management will meet to discuss the issue of washroom availability.

4) **Hours of Work**

- a) A full time transit driver will be given the opportunity to spare on school bus routes when scheduled to work less than seventy-four and one half percent (74½%) hours every two (2) weeks. Selection of available work will be offered in accordance with seniority from amongst spare school bus drivers, then transit drivers and then casual school bus drivers. Nothing herein requires the Company to schedule transit drivers that would result in overtime.
- b) A full time transit driver who is laid off due to a permanent reduction in the work force will be permitted to exercise his/her seniority in the following manner:
 - i) The driver will be informed of and has the option to sign any open school route or a laid off transit driver will be utilized for spare transit driving and will be recalled by seniority when full time transit position becomes open.
- c) When a driver is required to work an unscheduled double shift, they will be allowed a half (½) hour paid lunch break.
- d) It is understood that overtime will be applicable at time and one half (1½X) times the hourly rate for all hours worked over eighty (80) hours bi-weekly as well as on a sixth (6th) and subsequent consecutive calendar day for transit drivers and transit work only. All other work will not apply in this calculation.

5) **Training and Selection of Transit Drivers**

When an opening for a full time driver(s) becomes available, spare drivers in order of seniority shall be offered the full time position from the Spare Transit list. The successful candidate shall move to the bottom of the Full Time Transit Driver's seniority list.

When an opening for a spare driver(s) becomes available, the Location Manager will post a requirement for a specific number of trainees for a period of five (5) working days and select those persons who will be admitted to the training program based on seniority provided individuals chosen meet posted Company criteria and drivers who complete the training course satisfactorily will be appointed as spare transit drivers.

The Company will provide "Z" training, if required, for all employees who are awarded a transit driving position.

6) **Uniforms**

Full time employees and part time transit drivers who successfully complete the Company prescribed training program and who have regularly assigned transit work, shall be provided with uniforms. A uniform will be subject to inspection. When uniform clothing is so supplied to an employee, she/he will be held responsible for protection against loss, also maintenance of same in a clean, neat and repaired condition.

The Company will supply uniforms every year (as required) at no cost to the employee and they shall be of durable and good quality. Uniforms will be delivered by September 1st each year.

Transit drivers who regularly perform these duties will be paid a uniform cleaning allowance of seventy dollars (\$70.00) annually at December 1, (nearest pay period). Spare transit drivers will be paid a uniform cleaning allowance of thirty dollars (\$30.00) annually at December 1, (nearest pay period). No uniform cleaning allowance will be paid, if cleaning is provided by the Company. The Company will expect drivers to maintain proper personal grooming.

The Union will be notified in advance if the uniform provider is to be changed and the new replacement uniform must be of equal or better quality.

Transit drivers who regularly perform these duties will be paid a uniform cleaning allowance of seventy dollars (\$70.00) annually at December 1, (nearest pay period) by separate direct deposit. Spare transit drivers will be paid a uniform cleaning allowance of thirty dollars (\$30.00) annually at December 1, (nearest pay period) by separate direct deposit. The Company will expect drivers to maintain proper personal grooming.

7) The Company shall provide transportation to and from the location to the terminal for those who require it.

8) **Transit Meetings**

To ensure that the unique nature of the Owen Sound Transit operation and the challenges associated with that operation are recognized, a Company and Union representative will meet on a monthly basis, or more frequently as needed, to discuss and attempt to address matters relating to the transit operation, including health and safety concerns that are not handled through the regular joint health and safety committee process.

9) **Transit Driver Bonus Program**

Subject to the rules below, the Company will provide each full-time transit driver with a biannual bonus payment. For clarity, full-time Transit drivers will receive two bonus payments of seven hundred and fifty dollars (\$750.00) (less applicable taxes).

When a spare or part time transit driver is utilized to replace a full time Transit driver they shall be evaluated for qualification.

The first bonus payment eligibility period will run from January 1, **2021** to June 30, **2021** and the payment will be made on the first pay date in July. The second bonus payment eligibility period will run from July 1, **2021** to December 31, **2021** and the payment will be made on the first pay date in January **2022**. **The following years shall be administered in the same manner.**

To be eligible for this payment the driver must work a minimum of ninety-five percent (95%) of their scheduled transit shifts and must be employed by the Company as a transit driver for the entire bonus eligibility period. A driver will not be eligible for this payment if they do not work a minimum of ninety-five percent (95%) of their scheduled shifts and where absences over the five percent (5%) absence threshold do not fall under an exception, listed below. An employee will not be eligible for a bonus if they are absent from work for the entire bonus eligibility period, for any reason notwithstanding the below exceptions. A driver will not be eligible if they are unable to drive for the entire eligibility period.

Shifts cancelled by the Company or Customer will not count as absences.

In the event the Driver Retention Program for school bus drivers is discontinued, this Article will be of no force and effect and no further payments will be made unless already earned.

Exceptions to absences: Approved WSIB claim, short term disability, long term disability, parental or pregnancy leave, bereavement leave, personal leave as defined under the *CLC*, jury duty, personal illness or medical leave, family responsibility leave, approved vacation, or other leave permitted by law.

This program will become effective upon ratification and will not be retroactive.

SCHOOL BUS DEPARTMENT

There will be two (2) separate regions with two separate seniority lists, one for Owen Sound region and one for Wiarton region. Wiarton will be divided into four (4) sub-regions, Lions Head/Tobermory, Wiarton, Hepworth and Sauble Beach. The Owen Sound region will be divided into sub-regions, City of Owen Sound (including Keppel-Sarawak School), Holland-Chatsworth, Hepworth and Meaford. Drivers may not bid for a route out of region but may be assigned one while waiting for a route.

Any driver wishing to transfer from one region to the other may do so subject to Company approval, taking their full seniority with them. They may sign any open run or enter the spare list for that region at time of transfer. If transferring during the summer lay off, they will enter the sign up seniority list with their seniority date intact and sign for a run according to that seniority.

Employees who choose to move from the regular school bus seniority list to the spare school bus seniority list will carry their seniority date. Spare or casual school bus drivers who sign for a regular AM and PM Run will also carry their seniority to the regular school bus seniority list.

At August sign-up all qualifying employees will assume their place according to their current seniority date (Casual School Bus Drivers adjusted as per Article 21.2(3) (d) on the Regular School Bus Seniority List and may choose to sign on the Spare or Casual School Bus Seniority List with their dates intact.

To remain on the Casual School Bus Driver's Seniority List a driver must be available and accept work if available a minimum of five (5) school routes per calendar month unless on an approved leave.

b) Regular School Bus Drivers

A Regular School Bus Driver will be classified as a driver who has signed for a regular route (Regular Route being defined as both an AM and PM run).

Progression will be governed by the Company's requirements and by the provisions of Article 9 of this Agreement.

c) Spare School Bus Drivers

A spare School Bus driver will be classified as a driver who is not signed to a regular route but is ready, willing and able to work every day. Spare drivers who refuse work for five (5) or more days in a calendar month without just cause will be placed on the Casual Drivers List for the remainder of the year unless they sign for a regular AM and PM Run.

d) **Casual School Bus Driver**

A Casual School Bus Driver will be classified as a driver who is not available on a daily basis. Drivers entering the Casual Driver's classification may carry any previously accumulated seniority with them to this list but all time spent on this list will not be carried forward when (re)entering any other classification list. In preparation for August Sign Up, all seniority dates will be adjusted accordingly prior to Sign Up when Master Drivers List is updated.

e) **Monitors**

A Monitor will be classified as a person who accompanies the driver of special needs students in order to oversee the safety of all students on that bus. The Monitor defers to the driver.

f) **Spare Monitor**

A Spare Monitor will be classified as a Monitor who is not signed to a regular route and will remain on the spare monitor list providing the terms of Article 21.1 are met.

g) **Standby Drivers**

A driver who is at home and called into work will be paid a minimum of two (2) hours at the special work rate if no work is available. If a driver is assigned a run while on standby and before the expiration of the two (2) hour minimum period, the driver shall be paid for the run in addition to the actual time the driver was on standby prior to commencing the run. It is understood that a call in pertains to a single AM or PM route.

h) **Elimination of a Regular Route**

If a route is eliminated the affected driver will:

- a) **Be offered their choice of any open or non-assigned route in their region. If there are no open runs the affected driver may select a vacant route in another region or;**
- b) **Bump the driver with the least seniority in their region or;**
- c) **Be classified as a regular driver without a run and offered any available temporary work prior to it being posted or offered to a spare driver.**
- d) **Any future vacancies will be offered first to any regular driver without a run by seniority prior to posting the vacancy. If the offer of a vacant regular run in their region is turned down the affected driver will then move to the spare driver classification.**

Should the affected driver exercise their right to bump, the bumped displaced driver will be classified as a regular driver without a run and offered any available temporary work prior to it being posted or offered to a spare driver. They may also choose to select any vacant route in another region. Any future vacancies will be offered first to any regular driver without a run by seniority, prior to posting the vacancy. If the offer of a vacant regular run in their region is turned down the affected driver will then move to the spare driver classification.

- 21.3 A newly hired employee shall be on probation for a period of sixty (60) worked days from the date first worked. After completion of the probationary period, seniority shall be effective from the original date first worked. An employee shall not lose seniority and/or classification rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Company.

An employee shall only lose his/her seniority and/or classification rights in the event of:

- 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 two (2) working days without sufficient cause or without notifying the Company, 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. It shall be the responsibility of the employee to keep the Company informed of his/her current address. An employee 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;
 - 5) If the employee 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.
- 21.5 In the event of a mass layoff or recall to work following a mass layoff, or permanent reduction of the workforce, probationary, spare and casual employees shall be laid off first and recalled last. 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. School bus driver's mass layoff and subsequent recall will be done by seniority.

- 21.6 The Union agrees in the event of a lay off or recall to work of an employee that the Company will not be required as a result to reinstate an employee on a run if that employee at any time had been removed from said run for just cause. The situation shall be reviewed prior to the August Sign-Up of the next school year upon application of the driver or his designate.
- 21.7 The Union recognizes and agrees that the Company shall be entitled to use its sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to his place of residence. This shall be done in a fair and reasonable manner.
- 21.8 It is understood and agreed that the duties required of an employee engaged in school bus industry are of a nature that an employee 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 shall continue to accumulate during the period of such layoff. It is the responsibility of the employee on layoff during the summer vacation period to notify the Company within two (2) months in advance of the commencement of the reopening of school, following the summer break of their intention to return to work at the conclusion of the break. At that time the reopening of the school shall 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".

21.9 **Sign up Clause**

Prior to the beginning of each school year, all school routes will be posted for sign-up at the Annual Sign Up meeting for each region. The posting will indicate the school(s) served, type and size of bus, daily route mileage and approximate number of minutes per day as well as the rate of pay according to Schedule "A". Employees will sign for the route of their choice in order of seniority in accordance with seniority as defined in Article 21.1. All routes upon receipt from the customer will be made available for the drivers' viewing at the terminal prior to sign up.

Employees will be contacted prior to the Annual Sign Up and be given a date and prearranged time, by seniority, to meet in the Manager's office or a designated location, to be given the opportunity to select the route of their choice from the known available routes. The Chief Steward and/or designate will be paid for all time spent at sign-up to a maximum of three (3) hours on any given day of sign up at the extra work rate.

Employees who do not have seniority at the time of school route Annual Sign Up will be eligible to sign up for any remaining open runs in alphabetical order by last name at that time.

Open Routes

After the start of the school year, any new or open available routes will be posted for sign-up for five (5) working days, and then shall be assigned by seniority in accordance with Article 21.1. The Chief Steward is to receive a copy of all job postings. The most senior employee to sign a posted route shall start his/her new route on the following Monday of the week the posting closes. An employee may be asked to stay on their old run beyond the following Monday of the week the posting closes, and if so, they shall be paid the higher rate of pay.

Under no circumstances will an employee hold more than one run at a time (AM/PM, Brantford etc.). Dispatch will announce all job postings by position and/or route number on the first and last day of posting. All postings will contain the known route description, rate of pay and route verification.

All open routes will be posted on the first day of each month annually for five (5) working days.

Summer Work

The Tobermory Line Run to be posted June 1, annually. Similarly, summer school routes, summer day camp routes, and other summer work shall be posted annually in June. Should a vacancy arise, it will be assigned to the next most senior driver on the sign-up sheet for that run or posted for five (5) working days as necessary. Chief Steward is to receive a copy of all job postings.

Annual Sign Up Proxy

Any employee, who cannot attend the Annual Sign Up, may contact and forward to their Chief Steward, a written Proxy signed by said employee. This Proxy permits the Chief Steward to sign on behalf of said employee for their route selection and extracurricular work, by seniority. The signed listing will be considered accurate by the Company. If an employee has not made any contact regarding their choice(s) NO route will be chosen for them. When contact has been made, they will choose from the remaining available routes.

Extra-curricular work that is consistent in nature such as Tech/shop runs, and church runs, etc., will be available for signing, by seniority, at the Annual Sign up and shall be assigned in accordance with Article 21.1. One employee will be assigned to each piece of work as the Regular Driver and one employee will be designated as the spare driver. Should a vacancy arise, it will be assigned to the next most senior driver on the sign-up sheet or posted for five (5) working days as necessary.

- 21.10 Records of Employment (ROE's) will be issued to Service Canada electronically at all layoff periods as per the *Employment Insurance Act*, as may be amended from time to time.

21.11 Transfer and Retention of Seniority

Upon approval of the Manager of the Branch, a member of Unifor Local 4268 who is an employee of First Student Canada may transfer to this 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, the transferring employee's Seniority shall be recognized as well as full Company Service;

Effective upon the transferring employee's Seniority shall be recognized as well as full Company Service;

- d) An individual(s) moving from a non-union branch to the Branch shall move to the bottom of the appropriate seniority list.

An employee who leaves the bargaining unit for employment in the office of the division shall maintain their seniority for a period of up to six (6) months. The Company confirms payment of dues to the Union by the Company.

21.12 The Parties hereto agree that in the case of non-affiliated Unifor unionized employees or non-union employees being integrated into or intermingled with employees of this bargaining unit that the Parties will discuss and attempt to arrive at a mutually agreeable method of dealing with the service and/or seniority issues of the employees affected. Should the Parties fail to reach agreement, the matter shall be referred by either Party to the Canada Labour Relations Board, whose decision shall be final and binding on the Parties.

21.13 If a school route becomes vacant for a period of time expected to exceed one month due to Medical LOA, WSIB, etc., a job posting will be created for a temporary replacement and posted immediately following the criteria laid out in Article 21.9 fourth (4th) paragraph. The successful applicant's route will then be posted as a temporary posting. Following this any subsequent posting(s) will be filled as per Article 21.9 (Sign up Clause). It is understood that employees who sign the first two (2) temporary postings will return to their previously assigned routes at the end of the leave. No such guarantee will be given to anyone signing any subsequent postings.

ARTICLE 22 - CHARTERS

The goal of charter rotation is to distribute charter work equally amongst the drivers by group as per the charter list. The intention is for drivers to have equal number of charter opportunities assigned to them.

Any and all charters that interfere with the employees scheduled routes; AM, PM, extracurricular work consistent in nature, Handivan, will not be assigned to the employee unless the charter pays more than the regular assigned run. Regularly assigned pieces of work will be considered work allocated for the day of service i.e. church runs, line runs, office work, bus wash, maintenance etc. and drivers shall not be assigned any other piece of work that will conflict with this regular work unless it is a requested piece of work. In this case the driver will be given their choice of work without penalty.

22.1 Charter Allocation

Employees must be classified as Regular School Bus Drivers, and must regularly operate on an assigned school route, to be considered eligible for extra work such as charters. The Company will provide signup forms for drivers to indicate their choice of work by region (21.2 (3)). 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/ categories they have signed up for.

All charter sheets will be placed in a binder upon assignment and kept for viewing if required.

Drivers must sign charter lists 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. At each sign-up period drivers may choose to perform work in any or all of the categories. Work will be assigned by seniority by rotation. Seniority by rotation will commence from the most senior driver on the charter sign-up list, per sign-up period.

Charter sign up will take place at the Annual Sign Up meeting for the period ending on December 31st. A separate sign up will take place starting on December 1st for five (5) working days for the period ending on the last day of school in June. Sign up for summer charters will take place June 1 for five (5) working days.

All Charters will be allocated in rotation by seniority by choice of work in each sub region as per 21.2 (3).

Public Charters

Spare drivers will operate on school routes when the regular driver is assigned elsewhere. If a charter is not accepted by a driver on the appropriate sub region charter list, it shall then be assigned by the Company, following firstly the Spare School Bus List, then Casual School Bus List to driver from those lists who are in the appropriate sub region whenever possible.

Once a charter has been allocated it is considered assigned. Drivers are to confirm receipt of their charter slips once received.

Drivers may not switch charters amongst themselves for any reason.

If a driver's charter is cancelled, they may not assume placement on a charter assigned to a less senior driver, departing on the same day of the one cancelled. Customer cancellations are beyond the Company's control and as a result they will not be held responsible for any monetary loss the driver may incur as a result except for the cancellation fee specified in Cancellation Fee for Charters.

If there is a postponement of a charter it will stay with the original driver who was assigned the piece of work. If the original driver is already assigned work on that day, they will be assigned the best paying piece of work if they so choose without cause for refusal. The open piece of work will be assigned to the next available driver in rotation.

Charter drivers are responsible for ensuring that the bus has a clean interior and is adequately fueled before departure and again on charter completion.

For any charter not starting immediately after a school run, Charter drivers will be paid for fifteen (15) minutes prep time for circle check, fueling and cleaning bus prior to charter. Charter drivers will be paid for fifteen (15) minutes post time for fueling, paperwork and cleaning the bus after the charter. Any driver required to perform extra duties either before or at the completion of the work shall submit a white sheet.

All travel time to and from start location to pick up and drop off to park location will be paid.

An employee who withdraws from an assigned charter will have an "R" recorded on the charter sheets. A driver who refuses/withdraws six (6) charters in ninety (90) calendar days will not be assigned any charters for thirty (30) calendar days following the sixth (6th) refusal/withdrawal. A refusal/withdrawal is any piece of work the driver could have performed. Cases of illness, personal emergency, approved leave of absence or bereavement will be exempt. Drivers will be notified by the Company when they are removed from the sign-up list.

A driver on the basis of seniority will be offered the best piece of charter business as measured in dollars and will not be permitted to withdraw from the charter to perform another charter assignment unless it is a requested piece of work. In this case the driver will be given their choice of work without penalty.

Charters shall be assigned five (5) working days prior to departure. Charters received with less than five (5) working days prior to departure will be assigned as follows:

- a) Charters received with less than five (5) working days but greater than three (3) hours prior shall be assigned upon receipt of the charter as per charter allocation.
- b) Charters received with less than 3 hours' notice will be deemed as last minute or emergency charter assignments. These will be assigned to the driver closest to the school or other charter departure location.

The Company will not be obligated to follow seniority, but will take it into consideration, whenever possible.

Charter Logs

Anyone who is on the charter rotation and believes the list has not been followed;

Is to question the dispatcher for explanation prior to bringing it to the charter steward for investigation.

One (1) week prior to the beginning of the chartering period, the Company shall provide an accurate worksheet showing in seniority order the drivers name, route number and seniority date for each chartering category in each region to the Charter and/or the Chief Steward.

The Company will provide to one representative in each region a copy of the charter assignment on a weekly basis. These charter assignments will include the charter number(s), date and times, and the name(s) of driver(s) assigned. The Union will determine who get it and notify the Company.

Corrections to the Charter logs/lists shall be documented.

Request Charters

A charter customer's request for a particular Regular School Bus driver may be honoured by the Company provided that the driver so requested is available and willing. All requests must be made at time of booking. This allocation will be recorded on the charter order. The Company shall contact the requested driver to ensure that they are aware of the request. When a piece of work has multiple buses with requested driver(s), the requested driver(s) will be given first choice of the work available. A requested driver(s) who accepts the charter will be recorded as a turn.

A Customer request for a Spare Driver may be honoured by the company provided that the terms of Article 22.1 Charter Allocation and Public Charters have first been met and the Union is properly notified.

All confirmation of name requests, except last minute charters are to be in writing from the customer and will be kept on file by the Company for the duration of the school year, through August 31. Renewals of these letters shall be requested by the Company prior to the August sign up each year. Written confirmation from the customer may occur after the fact on occasion.

Cancellation Fee for Charters

When two (2) or more drivers are scheduled for a charter and the customer cancels a bus or buses, the senior driver(s) by rotation, will have first choice to drive the charter or accept cancellation fee.

Drivers who are cancelled will not have the cancellation count as a turn on rotation.

Where an employee was scheduled to a public charter and the charter was cancelled and that employee was not contacted two (2) hours prior to his/her departure, then that employee will receive twenty-five dollars (\$25.00).

Where an employee was scheduled to a school charter and the charter was cancelled and that employee was not contacted one (1) hour prior to his/her departure, then that employee will receive fifteen dollars (\$15.00).

Payment of Charters

At no time will drivers' hours for charters be reduced without first notifying the driver.

Charter slips must be handed into payroll within the current pay period.

ARTICLE 23 - ADJUSTMENT AND CLOSURE

Notice to 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 as much notice as possible.

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.

23.1 Employee Records

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

23.2 Bargaining Rights

In the case of a permanent location closure, should the Company reopen the operation at the same site or at a site within a geographic scope of the bargaining unit description in the last collective agreement, the Union will have bargaining rights at the location. At such time, the parties will negotiate in good faith a new collective agreement. .

23.3 Vacations

Any vacation monies due will be paid upon termination or permanent layoff.

23.4 Termination and Severance Pay (Location Closure)

All employees will receive two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice. In addition, all employees will receive two (2) days' pay for each year of service with a minimum of five (5) days' pay. Severance pay will be paid within thirty (30) days of termination (termination to be understood as last day worked).

The Company agrees that an employee may complete a direction under the *Income Tax Act* regarding termination pay and severance pay and the employees' entitlement will be paid directly into an RRSP or other retirement plan chosen by the employee.

23.5 WSIB

An employee in receipt of WSIB is also eligible for severance pay as outlined above. In calculating the severance payment, years of service shall include the period in which the employee was in receipt of workers' compensation.

The Company will continue the employer paid benefit coverage provided the qualified employee supplies in advance of the coverage period their portion, month by month, of the premiums including life insurance for the period in which the employee is receiving workers' compensation but in no event will the employee receive less coverage than specified under Article 15.1 of this clause. Short Term disability coverage will cease upon location closure.

23.6 Health and Welfare Benefits

Upon termination caused by the location closure, the Company will maintain the current health and welfare benefits (short term disability for existing claims) for ninety (90) days for full-time employees.

23.7 Employees on Disability

An Employee in receipt of weekly indemnity payment benefit at the time of closure will continue to receive such benefits. An employee in receipt of weekly indemnity payment benefit will also be eligible for termination and severance pay as outlined above. In calculating the severance payment years of service shall include the period during which the employee was in receipt of weekly indemnity payment benefit. Healthcare and Life Insurance benefits currently in effect for full-time employees on weekly indemnity payment benefit will continue after the closure as per Article 15.1 provided the employee supplies in advance of the coverage period, month by month, their portion of the premiums.

ARTICLE 24 - DURATION OF AGREEMENT

24.1 The duration of this Agreement will be from **September 1, 2020** up to and including **March 31, 2022**.

Dated at Owen Sound, Ontario the 6th day of May, **2021**.

For the Union:

M. Bolden
Marian Bolden

Theresa Muzzell
Theresa Muzzell

Amanda Peachey
Amanda Peachey

Debbie Montgomery
Debbie Montgomery

Len Poirier
Len Poirier

For the Company:

J Macivor


SCHEDULE "A"

SCHOOL BUS DRIVERS

Daily time calculation

Note #1: Daily Time for above routes will be calculated as follows:

All HTA and summer school runs will be paid based on "Ministry Time" (i.e. first pick up to last drop off and shortest route back to first pick up), using the wage grid attached.

Three (3) hours is a minimum guarantee for the sum of AM/PM route time

Note #2: Duty Time: The additional one hour start-up pay will be paid at the guarantee at one (1) hour of the regular hourly rate for duties of pre-trip (1), post trip (1), includes Zonar functions, child check, interior sweeping hours of service log book, filling out pink slips, seating plans, services and fueling.

Paid Daily Route Time

Route Time Minutes	Effective September 1, 2020 \$18.21 per hr (includes 1hr duty time)	Effective September 1, 2021 \$18.57 per hr (includes 1hr duty time)
180	72.84	74.28
190	75.88	77.38
200	78.92	80.48
210	81.94	83.56
220	84.98	86.66
230	88.02	89.76
240	91.06	92.86
250	94.08	95.94
260	97.12	99.04
270	100.16	102.14
280	103.20	105.24
290	106.22	108.32
300	109.26	111.42
310	112.30	114.52
320	115.34	117.62
330	118.36	120.70
340	121.40	123.80
350	124.44	126.90
360	127.48	130.00
370	130.50	133.08

380	133.54	136.18
390	136.58	139.28
400	139.62	142.38
410	142.64	145.46
420	145.68	148.56
430	148.72	151.66
440	151.76	154.76
450	154.78	157.84
460	157.82	160.94
470	160.86	164.04
480	163.90	167.14
490	166.92	170.22
500	169.96	173.32
510	173.00	176.42
520	176.04	179.52
530	179.06	182.60

PLUS (one (1) hour at the applicable rate) worth one (1) Insurable Employment hour for a total of a minimum of four (4) eligible Insurable Employment hours daily.

EIHOURS: CALCULATION and credits will mirror established agreed upon daily route times as per Daily time calculation above and will not fluctuate and include one (1) insurable employment hour for sign on rate.

AM/PM SPLIT: Should only the AM or PM portion of any route be performed the rate and insurable employment hours will be divided in half.

Special Needs (daily premium)	\$5.00	\$5.00
(For drivers required to assist students loading/unloading the vehicle i.e. Wheelchair, walkers)		
Special Work Rate	\$15.30	\$15.61
Part-time Driver Trainer	\$15.30	\$15.61
Charter	\$15.81	\$16.13
Wheelchair Charter Rate	\$16.07	\$16.39
Monitor	\$15.30	\$15.61
Hydro Allowance (December to March on Company Request per Month)	\$25.00	\$25.00

Meal Allowance (Charters)

After six (6) Hours	\$17.00	\$17.00
Second Day	\$32.00	\$32.00

Route Rate Adjustment

All drivers will review their route/route sheets and will adjust their route sheets if needed with the approval of the Company. Any pay adjustment made will be based on these route submissions. Any reduction of rate will not involve a claw back in route rate provided that route sheets are submitted to the Company no later than September 20th. The Company will review and adjust all necessary rates no later than October 11th. Every time a change is made subsequent to this a new time study will be performed by the driver within a week of the change and the route rate adjusted accordingly. Copies of all such time studies shall be provided to the Chief Steward no later than five (5) days after completion and shall include both minutes and start and finish times for both AM and PM routes.

Overnight Charters

Drivers scheduled on an overnight charter will be compensated for the actual driving time on the first day. The second and subsequent day will be paid a minimum of eight (8) hours at the charter rate. The return day will be eight (8) hours or actual driving time whichever is greater. The Parties recognize that in some circumstances the driver of a charter may wish to forgo any minimum payment as set out above. Except where customers provide accommodation, the Company will either prepay or reimburse drivers for overnight accommodation upon receipt of vouchers.

Minimum Charter Payment

Two (2) hours for two-way, one (1) hour for one-way.

Weekend charter minimum will be three (3) hours.

Late Night Charters

All hours worked between midnight and 6:00 AM will be paid at one and one half times (1½ X) the regular charter rate for all time worked.

Extra Work

Employees, who are required to drive other employees home and have the Company's approval, will be paid at the special work rate for time spent waiting, when requested by the Company to wait longer than fifteen (15) minutes beyond their regular route finishing time, as a result of other employees being delayed in completing their route.

Travel Premium

If required by the Company to cover a run that starts and ends in a different school area, which incurs additional deadhead time not covered by the route rate, the driver shall be paid for all time spent at Special Work Rate.

September/June Pick Up/Drop Off

All drivers who pick up their bus prior to the start-up of the school year and return at the end of the school will be paid for all travel time incurred at Special Work Rate.

Extra Work Coverage

Drivers required to switch buses to do a run shall be paid one-half hour at the special work rate.

Snow Time

If a driver has made their pick up and is delayed from completing the trip due to severe winter conditions, they will be compensated for time over ten (10) minutes at the hourly rate. As per current practice, drivers may submit an extra work sheet.

Filling In For Disabled Buses

Drivers filling in for disabled buses will be paid the regular charter rate for all time worked in excess of their normal run time.

Alternate Routes

If a driver agrees to drive an alternate route (instead of his/her own) at the request of the office they shall be paid the higher rate of the two (2) routes.

Summer School Runs

Summer School runs will be paid the rates set out for School Bus. Drivers not required stay.

All drivers will review their route-sheets and will adjust their route sheets if needed with the approval of the Company, within the first week of commencing the route. Any pay adjustment made will be based on these route submissions. Every time a change is made subsequent to this a new time study will be performed by the driver within a week of the change and the route rate adjusted accordingly. Copies of all such time studies shall be provided to the Chief Steward no later than five (5) days after completion and shall include both minutes and start and finish times for both AM and PM routes.

Work Assignment on PD/PA Days and/or Holidays

Prior to bringing in spares to cover the work, the Company will allocate open work to regular drivers who are not working, in order of seniority, a minimum of five (5) working days before if possible

Interruption of Work Payment

Where a strike occurs that affects our employees that is beyond their control, they will be paid their regular daily rate for a maximum of one (1) school day. If the strike is still in progress after ten (10) school days the Company will follow the direction and payment from our School Board Transportation Consortium, which will be supplied to the Chief Steward for verification

Paid Education Leave (PEL)

The Company will, make a lump sum payment per year for the duration of the Collective Agreement:

Year 1 \$425.00 Year 2 \$425.00 Year 3 \$425.00

Amounts to be paid on March 1st each year to the following:

**Unifor Paid Education Fund
115 Gordon Baker Road
Toronto, Ontario
M2H 0A8**

Travel Premium

If required by the Company to cover a run that starts and ends in a different school area, which incurs additional deadhead time not covered by the route rate, the driver shall be paid for all time spent at their hourly rate.

SCHEDULE "B"

	September 1, 2020 (2%)	September 1, 2021 (2%)
Transit	\$19.77	\$20.16
Meaford Handi Van	\$19.77	\$20.16
Meaford Stand By	\$15.30	\$15.61
Meaford Daily Wash*	\$6.00	\$6.00

*Applies only to Meaford Handi Van classification.

Footwear

All transit and handi-van drivers shall be required, as a condition of employment, to wear approved safety footwear. The Company will reimburse the driver once every two (2) years on presentation of a receipt to a maximum of one hundred and fifty (\$150.00).

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING - Re: Wiarion Union Representative(s) Attending Union-Management Meeting

Wiarion Union Representative(s) will be paid travel time at the special work rate for attending union management meetings. As per the current practice, this payment may include the representative(s) being required to shuttle buses between Wiarion and Owen Sound.

Dated at Owen Sound, Ontario the 6th day of May, 2021.

For the Union:

M. Bolden
Marian Bolden

Theresa Muzzell
Theresa Muzzell

Amanda Peachey
Amanda Peachey

Debbie Montgomery
Debbie Montgomery

Len Poirier
Len Poirier

For the Company:

J Macivor


