

**FIRST STUDENT CANADA
of the Town of Niagara-on-the-Lake
OF THE FIRST PART**

-and-

**AMALGAMATED TRANSIT UNION LOCAL 1602
Hereinafter referred to as the "UNION"
OF THE SECOND PART**

Duration of Agreement

Expires: **August 31st, 2019**

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ARTICLE 1:00 – PURPOSE

1:01 The employer and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information may be transmitted from one to the other, to formulate rules to govern the relationship between the employer and the Union, to promote efficiency of operations and service to the public and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2:00 - RECOGNITION

2:01 The Company recognizes the Union as the Collective Bargaining agent for all employees employed by the Company, at or out of the location at 349 Airport Rd., Niagara-on-the-Lake, Ont., excluding only, the branch manager, operations manager, dispatcher, shop foreman and persons above the rank of foreman, office and sales staff, driver trainers and casual part time office or other such employees.

2:02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph.

2:03 The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

2:04 The feminine pronoun shall be included with the masculine when the context requires.

2:05 Supervisors and persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties or in cases where no drivers are available. This clause shall be effective so long as neither the Union nor its members are in violation of the Non Strike provisions of this Agreement.

2:06 All employees have the right to union representation during a scheduled discipline meeting with the Company. Prior to any such scheduled disciplinary meeting the Union will be given reasonable notice to ensure proper representation. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question and the Union shall receive a copy of such written reprimand, warning or disciplinary measure within ten (10) working days of the meeting, except that an extension of time may be requested in order to complete an investigation.

ARTICLE 3:00 RELATIONSHIPS

- 3:01 The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union, or by reason of any activity or lack of activity in the Union.
- 3:02 The Union will not hold meetings on the property or in the vehicles of the Company, or during working hours without the permission of the Branch or General Manager.
- 3:03 In the event the Company sells, leases or transfers its business; the person to whom the business has been sold will become the Successor Employer. The Successor Employer will be bound by the terms of this Collective Agreement. Further, the employees of the Company shall continue to enjoy their full seniority in this new arrangement. The Company agrees to give the Union notice in writing ninety (90) days prior to the sale of the business.

ARTICLE 4:00 SHOP FORMAT

- 4:01 (a) All employees covered by this Agreement shall as a condition of continued employment, maintain their Union membership. It is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or terminated the employee's membership are valid to the Company.
- (b) All new employees covered by this Agreement shall, upon completion of the probationary period referred to in Article 10:01 become Union members and maintain their membership as a condition of continued employment.
- 4:02 (a) The Company shall deduct from the pay of all employees covered by this Agreement and probationary employees, bi-weekly after 30 days of employment, for each calendar month a fixed sum of money authorized as the monthly Union dues and initiation fee, shall remit same prior to the end of the month monthly to the Secretary Treasurer of the Union. The Company shall also remit an accurate list of employees said dues were deducted from. The Union agrees to indemnify the Company and save it harmless against all suits, claims or demands made against it by reason of deduction of dues as aforesaid.
- (b) All employees shall pay their dues in accordance with a formula established by the Union.
- (c) Spare drivers must remain in good standing to maintain their seniority allowing them to perform work for the Company.

- 4.03 (a) The Company shall inform the Union, in writing within thirty (30) days, of all employees covered by this Agreement, their classifications, address, and Social Insurance Number.

The Company shall supply the Union, each month, a list of names and addresses of all new employees and the on file names and addresses of those employees who have terminated employment.

It is the sole responsibility of the Union to ensure that any personal information provided by the Employer in accordance with the terms and conditions of this collective agreement are used in a manner consistent with the purpose for which it was collected, that the privacy of the information is protected in accordance with applicable jurisprudence.

(b) A Bulletin Board shall be maintained by the employer for use of the Union for the calling of meetings or other legitimate Union business. All notices shall, however, require the prior approval of the Branch Manager or his designate before they are posted.

Notices which do not receive the approval of the Branch Manager or his designate shall be returned immediately to the Union with a statement from the Company as to the reason or reasons why the refusal has been given to the request for a posting. It is understood and agreed that no request will be made for the purpose of posting notices of a political, sectarian, or personal nature. It is further understood that permission to post notices shall not be unreasonably withheld.

- 4:04 The Company agrees to permit a Union Committee person to meet with each new employee on Company premises for the purpose of advising the employee as to the provisions of this Collective Agreement. These meetings will be scheduled on a monthly basis excluding July and August. Both parties recognize that a September meeting may be difficult to adhere to in some years. The Union will be allowed the first thirty (30) minutes to address the new members without the Company present.

- 4:05 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner which will permit Union Executive and Shop Stewards to attend.

ARTICLE 5:00 MANAGEMENT RIGHTS

- 5:01 Subject to the terms of this Collective Agreement, it is the right of the Company:

(a) To operate and manage its business in all respects in accordance with its obligations;

(b) To direct the working force of the Company, to maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations to be observed by the employees;

(c) The Union acknowledges further, that it is the function of the employer to hire, promote, demote, transfer and lay-off employees and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of this rights in conflict with the provisions of the Agreement, shall be subject to the provisions under the grievance procedure, as set out in this Agreement.

5:02 Copies of all local rules and/or regulations established by the Company which affect the members of this Union shall be forwarded to the Union prior to implementation. It is recognized and agreed that employees are required to follow all Company rules, regulations and policies and, that failure to do so may result in disciplinary action up to and including dismissal. The Company will explain rules relied upon to the employees.

5:03 It is a condition of employment for a driver that they hold a valid Ontario Class "B" or "E" driver's license.

If for any reason the aforesaid license, classification or endorsement is canceled, suspended or otherwise revoked, the employee must notify the employer.

ARTICLE 6:00 GRIEVANCE AND NEGOTIATING COMMITTEE

6:01 (a) The Company agrees to recognize eight members, consisting of President (Business Agent), Vice-President-Chief Steward, Secretary Treasurer, Recording Secretary, and four Stewards elected by the Union for the purpose of processing grievances arising under the terms of this Agreement and meeting with the Company in respect of same. The above so elected shall constitute the Union Grievance Committee. It is understood and agreed that no more than two members of the Grievance Committee shall meet with the Company at any one time.

(b) The Company agrees to recognize a Union bargaining committee consisting of three (3) executives, also a representative from the maintenance department. In addition, the Company shall recognize the International representative of the Union if in attendance. Such committee shall represent the Union at all negotiations (with no loss of regular wages from First Student) with the representatives of the Company for the purpose of amending or renewing this Agreement including any period during which the parties are being assisted by a conciliation officer, mediator, or conciliation board.

6:02 The Company undertakes to instruct all members of its supervisory staff to cooperate with the grievance and/or negotiation committee in carrying out of the terms and requirements of this Agreement.

- 6:03 The Union undertakes to secure from its officers, committee-person and members, their co-operation with the Company and with all persons representing the Company in any supervisory capacity.
- 6:04 Officers of the Union, members of the Negotiation and Grievance Committees shall be allowed reasonable leave of absence from their duties without pay for the purpose of conducting necessary business of the Union, provided they first obtain permission from their immediate supervisor; such permission not to be unreasonably withheld. It is understood and agreed that all Leave of Absences must be requested in writing and replied to in writing.
- 6:05 It is understood and agreed that stewards and negotiators have their regular duties to perform on behalf of the Company and that they shall not absent themselves from work for the purpose of carrying out their responsibilities without first obtaining the permission of their immediate supervisor which shall not be unreasonably withheld.
- 6:06 The Company agrees that stewards and negotiators who have been granted time off work pursuant to Article 6:05 shall suffer no loss of pay for regularly scheduled time lost while processing grievances or negotiating a renewal or changes to this Agreement, provided:
- a) They report back to their immediate supervisor when returning to their regular duties;
 - b) There is no abuse of this clause, such as to impair the efficient operations of the business;
 - c) That no payment shall be made by the Company in respect of hours for which an employee so affected is not scheduled to work.
- 6:07 The provisions of Article 6:06 shall not apply in the preparation for or attendance at arbitration or before a conciliation Board or Mediator.
- 6:08 No individual member or group of members shall undertake to represent the Union at a meeting with management, without proper authorization from the Union.
- 6:09 No person shall act as a steward or committee-person who has not successfully completed their probationary period as outlined in article 10:01.

ARTICLE 7:00 GRIEVANCE PROCEDURE

- 7:01 Should any dispute arise between the employer and employee or between the employer and the Union as to the interpretation, application or alleged violation of any of the provisions of the Collective Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner. The

employee, who may be accompanied by up to three (3) stewards, one of which is the main spokesperson shall take the matter up verbally with their Operations Manager/Supervisor as soon as possible, but not later than five (5) working days after the occurrence of the events giving rise to the grievance or the time when they may reasonably be deemed to have come to the attention of such employee. (This will be deemed to be Step 1 of the grievance procedure). Failing settlement of the grievance after this verbal discussion, then the grievance shall proceed as follows:

Step 2 The employee who may be accompanied by up to three (3) stewards, one of which is the main spokesperson, shall within five (5) working days after the date of receiving the Operation Manager/Supervisor's answer, take the grievance up in writing with the Branch Manager, who shall give his/her reply in writing within five (5) working days. If the employee feels that his grievance has not been satisfactorily settled, he/she may proceed to step No. 3

Step 3 The chief steward and the steward shall on behalf of the employee present the grievance, in writing, on a form supplied by the Union to the General Manager and/or his/her designate within ten (10) working days after a decision has been reached at Step No. 2. They shall meet to discuss the grievance and the General Manager and/or his designate shall send a written reply to the Union no later than ten (10) working days after such discussion. The grievor shall be entitled to be present at such discussions. For the purposes of arbitration, the written grievance as submitted as Step No. 3 shall be deemed to be the official grievance.

- 7:02 Time limits specified in this Agreement are exclusive of Saturdays, Sundays and holidays hereinafter enumerated and may only be modified by mutual agreement, in writing, otherwise each step shall be taken by the party concerned within the time limits set forth, or the grievance shall be deemed to have been abandoned. It is further understood and agreed that all time limits referred to herein are mandatory on the part of both parties.
- 7:03 If the grievance is not settled by the written reply of the General Manager and/or his/her designate, then the Union may within thirty (30) days from the date of receiving the reply of the General Manager and/or his/her designate at Step No. 3, refer the grievance to arbitration as hereinafter provided.
- 7:04 Any difference arising directly between the parties to this Agreement as to the interpretation, application or alleged violation of this Agreement may be filed by the aggrieved party commencing at Step No. 3 of the grievance procedure herein. A grievance by the Union shall be filed with the General Manager; a grievance by the Company shall be filed with the President of the Union.
- 7:05 A claim by an employee that he/she has been discharged without just and sufficient cause may be filed as a grievance at Step No. 3 of the grievance procedure within five (5) working days after such employee has been given a notice of termination of employment setting forth the reasons for discharge or

within five (5) working days after he/she ceases to work for the Company as a result of his/her discharge, whichever is first except in the case of a probationary employee. Notices of termination of employment as provided for herein shall be given to the employee in every case within five (5) working days of discharge and a copy of the same shall be delivered to the chief steward of the Union. An employee is deemed to have received such notice when it is delivered to the Office of the Union, as aforesaid.

- 7:06 Where a decision with respect to a grievance is not rendered by the party opposite in interest within the prescribed time limits it shall proceed to the next step of the procedure up to and including arbitration at the option of the grieving party.
- 7:07 For the submission of grievance as provided above, working days shall be considered as the days on which the Company's office is open to the public for transaction of regular business, otherwise days are calendar days.
- 7:08 Warnings shall be given in writing, with a copy to be forwarded to the Union upon presentation to the employee. The Employer and the Union agree that disciplinary penalties shall not be imposed unjustly or unreasonably.
- a) All warnings must be received within five (5) working days of management becoming aware of the offense.
- b) A written disciplinary action imposed upon an employee in respect of either a complaint from a third party or discipline administered by the Company shall be invalid for the purposes of further disciplinary action, eighteen (18) months after imposition except for accidents/incidents which will remain for twenty four (24) months after imposition.
- 7:09 The grievance of a probationary employee during their 30-90 days of employ may be handled up to and including Step 2 of the grievance procedure excluding discharge by the employer.

ARTICLE 8:00 ARBITRATION

- 8:01 Should any grievance, including a question as to whether or not a matter is arbitratable not be satisfactorily settled pursuant to the provisions of the grievance procedure herein, then the party desiring arbitration shall notify the other party, in writing, and such notice shall contain the name of the first party's nominee to the arbitration board. The recipient of the notice shall within five (5) working days, inform the other party of the name of its nominee. The two (2) nominees so selected shall proceed to select a third person who shall act as a chairman of the arbitration board. If the recipient of the notice fails to appoint a nominee or if the two nominees so appointed fail to agree upon a chairman within fifteen (15) working days, either party may apply to the Chairman of the Office of Arbitration (Minister of Labour) who shall make such appointment. The

arbitration board shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority of the arbitration board is the decision of the arbitration board and in the event that there is no majority, the decision of the chairman shall govern. The arbitration board shall not have jurisdiction to alter or change in any manner, the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from any provisions of this Agreement. Each of the parties hereto shall bear the expense of his own nominee to the arbitration board and the parties shall jointly and equally share the expenses of a chairman of the arbitration board.

8:02 No person may be appointed to a Board of Arbitration who has participated directly in an attempt to negotiate or settle the grievance.

8:03 The Board of Arbitration shall select a date for hearing and all hearings of the Board of Arbitration constituted under the terms of this Agreement shall be held in St. Catharines, Ontario. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.

A party intending to file a brief shall provide the other party with a copy of same one (1) week in advance of the date set for hearing.

ARTICLE 9:00 NO STRIKES OR LOCKOUTS

9:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either completed or partial, and the Company agrees there will be no lock-out.

9:02 The parties further agree that the Union officers in the employ of the Company have a special obligation to uphold the terms of this Collective Agreement.

9:03 The term "strike" and "lock-out" shall have the meaning attributed to them in the Canada Labour code, Part V.

9:04 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute. Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Nothing herein prevents the Company from maintaining service to its clients without crossing legal picket lines.

ARTICLE 10:00 SENIORITY (INCORPORATING LAYOFFS AND RECALL)

10:01 (a) Seniority is the principal preference to employees for promotions, demotions, transfers, layoffs and rehiring after layoffs, assignment of runs, subject to the provisions of Article 11:00, and all other matters in accordance with length of continuous service with the Company in the bargaining unit, providing only that an employee has the qualifications necessary to fill the normal requirements of the job. An employee shall be considered to be on probation from the first day a route is performed (excluding mentoring training) until he or she has worked for the Company for a period of ninety (90) days (this period does not include layoff periods). Upon the completion of this probation period as aforesaid, an employee's service shall be back dated to the date of his or her last hiring by the Company and his or her "seniority" shall be deemed to run from that date. It is understood that the discharge of a probationary employee shall not form the subject matter of a grievance.

Seniority, ability, and fitness to perform the required task shall be the determining factor in all cases of transfer, promotion, increase or decrease of the work force, and when ability and fitness are relatively equal, seniority shall determine the transfer, increase or decrease, as the case may be.

In the event of a layoff or recall to work following a layoff, probationary 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, subject to Article 10:02 herein, be laid off last and recalled first.

In cases of staff reduction at least two (2) days advance notice will be given to regular assigned employees whose positions are to be abolished except in the event of a strike or work stoppage by employees affecting the school bus industry. The Union will be supplied with a copy of any notice in writing.

(b) Driver Types

Regular Drivers: Drivers who have a regular AM/PM work assignment will be referred to in this agreement as "regular drivers". A regular driver can only bid on one posted AM/PM run. The foregoing shall not exclude the employee from covering other open AM/PM runs.

Spare Drivers: Drivers who do not have a regular AM/PM work assignment will be referred to as "spare drivers". It is not the intention of the Company to use spare drivers to perform the work of regular drivers and thus by-pass regular drivers. Spares are intended to be used to:

- 1) fill in for regular drivers' absences; and/or
- 2) perform last minute work that cannot effectively be performed by regular drivers; and/or

- 3) Performs AM/PM runs when regular driver is performing highway charters.

Wheel Chair Drivers: Wheel Chair Drivers who have a regular AM/PM work assignment will be referred to in this agreement as "wheel chair drivers". A wheel chair driver can only bid on one posted AM/PM run. The foregoing shall not exclude the employee from covering other open AM/PM runs. Drivers will be given opportunities each school year for wheel chair training which will be posted using the same criteria as charter training.

Wheel Chair Drivers Senior Homes: Drivers operating wheel chair equipped buses in providing route service to 'senior' facilities shall be designated as Senior Wheel Chair Drivers. These drivers will be required to perform all duties associated with transporting patrons as designated by the customer. Drivers will be given opportunities each school year for wheel chair training which will be posted using the same criteria as charter training.

(c) Drivers also working as a Driver Trainer

It is recognized that the Company may select a driver trainer or on-call driver trainer from the bargaining unit, and that this position is excluded from the bargaining unit and therefore from the provisions of this collective agreement. Nevertheless, the person performing such a dual function does not forego their rights under this collective agreement, including the filing of a grievance, on any issue regarding the driver portion of their duties.

(d) It is agreed that the purpose of employing a school bus attendant is to assist the driver in monitoring the student behaviours and/or medical concerns of all riders, by observing and alerting the driver of any emergencies or concerns. The sole responsibility of circle checking the school bus, driving, loading and unloading of passengers lies with the driver only.

Attendants will be given the opportunity to return to their previously held route, if this route is continued in the new school year. Where an attendant chooses not to select this option or, where new routes requiring attendants become available, the route(s) will be awarded in order of seniority and geographical region.

10:02 (a) Sign up Process

i) Geographic Regions

Prior to the start of the school year, employees will be given the opportunity to exercise their seniority within predetermined (i.e. established by the municipality) geographic regions in selecting their work assignments, in accordance with the provisions of this article. Selection of routes applies to AM/PM runs and all

known extra school work as defined in Article 11.02 herein. All school work will be assigned to one of the following geographic regions:

City of St. Catharines

City of Thorold

City of Niagara Falls

Town of Niagara-on-the-Lake

The Branch will be considered as a neutral area in that if you park in the yard, you can select your AM/PM run from any one of the above areas in accordance with the applicable seniority provisions. Once the AM/PM run is selected through the bid process, all other extra school work, charters, etc. will be awarded using your AM/PM run region as your region of operation.

When the starting point or finishing point of a run is in one or more of these areas, the Company shall be entitled to consider the geographical location of employees in relationship to either the starting point or finishing point of that run as it relates to the economic and operational requirements of the Company.

All key to key times will be calculated from the base/park out location returning to the base/ park out location as appropriate using the most direct route. The schedule will add circle check a total of (12) minutes per day including post trips.

Once key to key times are established by the time and mileage sheets, this will then form the employees schedule route times on a daily basis. Employees will be paid for their daily guaranteed time with exceptions being considered by pay adjustments when over the daily guarantee time.

ii) If a run is within the specific boundary, the Company will use seniority as the governing factor for those employees located within that specific area.

iii) Drivers whose runs have been deleted after the sign up process, or whose existing run has become a new run in accordance with Article 11:02 (b), or whose run requires a change in vehicle size i.e. big bus to van, or who has been removed by request will be notified immediately and will:

- a) Select a vacant run, if any, in their geographic area;
- b) Be given the opportunity to exercise their bumping rights and displace the most junior employee in the same vehicle size in their geographic area, or select a vacant run, if any, outside their area or;

- c) Be moved to the spare driver status, or;
- d) Where there is no regular work available, accept layoff.

iv) Special Needs Routes: It is agreed that the nature of special needs transportation and the service requirements thereof are enhanced by the maintenance of the same driver, year over year, wherever possible. Drivers on special needs routes will therefore be given the opportunity to return to their previously held route, if this route is continued in the new school year. Where a driver chooses not to select this option or, where new special needs routes are available, the route(s) will fall under the regular sign up procedure.

v) Notice of Routes: The Company agrees to provide the Union on or before November 1 of each and every year a complete list of all present runs indicating the route number and rate of pay, if finalized at that time.

The Company will endeavour to post routes in advance of the sign up, subject to the Company having received route information from the Board. In any event, the Union President or delegate will be contacted and advised of the routes prior to the commencement of route selection by employees. A Union Representative will be present during the sign up process.

(b) The Union agrees, in the event of a layoff or recall to work of employees, that the Company will not be required as a result to reinstate an employee on a run if the employee had at any time been removed from said run for just cause.

(c) The parties agree that for the purpose of Article 10:02 (a) and Article 10:02 (b), layoff shall refer to a reduction in work force only and not to normal seasonal breaks at Christmas, Spring Break or Summer Holidays, nor to any temporary disruption in the Company's service.

(d) The Union recognizes and agrees that the Company shall be entitled to use its sole and reasonable discretion in determining whether or not permission be granted or revoked for any employee to keep his vehicle at home.

10:03 The employer agrees to post an up-to-date seniority list on the bulletin board at the branch. Such list shall be brought up to date each September, January and March. A copy of such list as amended from time to time, shall be provided to the Union office.

10:04 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be on layoff during the periods 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 layoffs. It is the responsibility of the employee on layoff during the school summer vacation period to notify the Company within three (3) weeks in advance of the commencement of the

reopening of school following the summer break period of their intention 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 to be a "quit".

- 10:05 If an employee is laid off for reasons other than those set forth in Article 10:04 on account of lack of work, he/she shall have the right to be recalled in accordance with his seniority standing up to twelve (12) consecutive months following his layoff, provided he/she accepts the recall to work within five (5) days or indicated he does not intend to return to work, then the employer may notify the next employee on the seniority list.
- 10:06 It shall be the duty of each employee to notify the employer promptly of any change in his address or telephone number. If an employee does not do so, the employer will not be responsible for failure of a notice to reach him/her.
- 10:07 There shall be three (3) separate seniority lists; one for the Maintenance Department employees, one for the bus drivers and one for the attendants. Employee's names shall be added to such lists in accordance with Article 10:01 upon the successful completion of their probationary period and thereafter, their seniority for the purpose of this Agreement shall date from their last hiring by the Company in the department at which they work. It is agreed that an employee cannot bump from one department to another. Seniority shall accumulate only if dues are paid.
- 10:08 On each occasion that an employee is absent from work for reason of sickness or accident, his seniority will continue to accumulate for a period not exceeding twenty four (24) months. A driver who is absent from work due to sickness or accident will have their run held for them for six (6) months from their first day of approved leave of absence, after such time the run will be posted. This does not prohibit a driver from exercising their rights to select their work assignment at start up.
- 10:09 An employee shall lose his seniority standing in the Company and be deemed to have quit under the following circumstances:
- a) if the employee quits;
 - b) If the employee is discharged and such discharge is not reversed through grievance or arbitration procedure herein;
 - c) If he/she is laid off for a period in excess of twelve (12) consecutive months;
 - d) If he/she fails to return to work following a layoff in accordance with Article 10:05 herein;
 - e) If he/she should be absent from work due to a disability, sick leave or accident 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.

- f) If the employee fails to comply with the terms of a leave of absence granted to him.
- g) In order to retain a spare status, he/she is required to call the office once every two (2) weeks to indicate his/her availability and perform five (5) or more work assignments per month, excluding July and August. This would not apply to drivers on an approved leave of absence, or if there is no work available and said driver has been available and willing to work.
- h) If he/she fails to stay in good standing in union dues while on leave.
- i) If the employee fails to report to work for three (3) consecutive working days without a valid reason.

10:10 Should there be a number of employees sharing the same start date, the order will be determined based on their road test date and time.

ARTICLE 11:00 JOB POSTINGS

The Company will announce route postings on the radio one time within the posting period.

Regular driver positions will first be offered to spare drivers as per the seniority provisions.

For vacancies that are greater than four (4) working days but less than thirty (30) days will be offered by the seniority provisions subject to the following:

- 1) The entire piece of vacant work can be completed without conflict to their regular assignment or the vacant work assignment.
- 2) The driver is able to perform the work for the duration of the vacancy.

Work assignments for spare drivers will be assigned by the company taking into consideration operational requirements, availability and geographic proximity.

Then regular drivers are eligible to fill vacancies which are greater than four (4) working days but less than thirty (30) days by the seniority provisions subject to the following:

- 1) The entire piece of vacant work can be completed without conflict to their regular assignment or the vacant work assignment.
- 2) The driver is able to perform the work for the duration of the vacancy.

11:01 (a) Permanent Vacancies and New Runs

A permanent vacancy is a new run, or a vacancy created by a driver vacating their route due to promotion or resignation, termination or dropping to a spare, or

as set out in Article 10:08, if they are absent from work due to sickness or accident for more than six (6) months. All permanent vacancies or any new runs with a starting point inside the boundaries as described in Article 10.04 (a) herein shall be posted and seniority within the geographic region shall be the governing factor in filling the vacancy. All noon runs vacated during the school year will be posted.

Vacant runs will be posted for five (5) days. The run will be awarded within five (5) days after the posting period. Should the driver not be performing the awarded run within the time frame, the driver will be paid the greater of the two (2) key to key rates for the run. The delay will not extend beyond two (2) weeks.

Should the Brantford run be reassigned to this division, the parties will meet to negotiate the rate.

(b) Secondary Vacancies

A secondary vacancy is the run vacated by a driver accepting the permanent run vacancy as set out in Article 11:01 (a) and will be posted in accordance with Article 11:01 (a). Any subsequent vacancies created by the posting of the secondary vacancy will be filled in the following manner:

- 1) the vacant run will first be offered to bargaining unit drivers working out of their area;
- 2) thereafter, the run will be assigned to the most senior spare driver who does not have a regular piece of work.
- 3) With the exception of 'grandfathered' routes which will be posted each time they become vacant.

(c) Temporary Vacancies

A temporary vacancy is created when a driver is off on W.S.I.B. or on leave of absence as described in Article 10:08 and Article 15:00. AM/PM vacancies which exceed thirty (30) days in duration with a starting point inside the boundaries as described in Article 10:02 (a) herein, shall be posted as a temporary position.

Only spare drivers may bid on this AM/PM work. First preference in awarding the vacancy shall go to the senior spare driver able to complete the whole duration of the vacancy.

When a regular driver becomes a spare driver thereby giving up all their assigned pieces of work they may accept a temporary vacancy.

Upon the return of the employee who originally vacated the run, the employee filling the temporary vacancy shall retain his/her spare status.

Summer school runs will not be posted.

All temporary vacancies under thirty (30) days may be assigned by the Company should a driver(s) be able to do the work within their guarantee hours

(d) Interest in the summer school runs must be indicated on the summer charter sign up sheets.

Extra work assignments available as a result of an AM/PM temporary vacancy as set out in Article 11:02 (a) will be assigned to regular drivers first, provided that the regular driver does not have other extra work assigned to him/her that conflicts with the extra temporary work. If there is no regular driver available it is then assigned to a spare driver.

All temporary positions shall become permanent (a) if the employee who vacates the run has not returned to the run by the end of the school year or, (b) unless the employee who vacates the run no longer retains seniority, in which cases the vacancy will be considered to be permanent immediately. Permanent vacancies will be posted as per Article 11:01 (a).

NOTE: If the duration of the vacancy is known to end in conjunction with the close of the school year, the temporary vacancy shall nevertheless be posted in accordance with the Permanent Vacancies provision described herein.

11:02 (a) Extra School Work

The Company may include extra work (as per Article 11.02(a)) during Route postings.

Extra school work includes all pieces of work affiliated with schools, excluding AM/PM runs and charters. This includes but is not limited to late runs, shop class runs, kindergarten runs, gifted runs, E.S.L. runs and APC runs should the APC not become separate runs in the future. Drivers will be required to sign an extra school work sheet, to indicate their willingness to perform this work.

Known extra school work shall be posted and bid upon in conjunction with the sign up procedures.

In the event that extra school work becomes available after the sign up, the work will be assigned to the senior driver in the geographic area who has signed the extra school work sheet, with the exception of noon runs becoming vacant which shall be posted as per Article 11:01 (a) and 11:01 (b).

(b) Existing Runs Becoming New Runs

When an existing AM/PM run's time is altered by fifteen (15) minutes (greater or lesser), if the employee so chooses, the run may be considered a new run and posted for five (5) working days. A new time sheet must be completed and the time difference agreed upon by the Company and the Union. If the employee

chooses to vacate the run they may select a new run in accordance with Article 10:02 (iii). If the employee chooses to stay on the run, a new time sheet must be completed and the time difference agreed upon by the Company and the Union

NOTE: This affects runs that change after the annual bidding process.
Will only be activated if the key to key time exceeds the guarantee hours

11:03 All new runs or vacant runs of a duration to exceed thirty (30) days with a starting point outside of the boundaries as described in Article 10:02 (a) herein shall be posted as a temporary vacancy and shall remain as such until the Company selects an employee to fill the vacancy under the provisions of Article 10:02 (a) herein.

11:04 The Union shall be advised in writing as to the outcome of all permanent job positions and appointments, cancellations, or changes within seven (7) calendar days from date of occurrence.

11:05 Switching of Routes

Employees may select their routes in accordance with the sign up procedure. Thereafter, employees may change routes to a maximum of two (2) times per school year.

11:06 all new and existing non-driving positions in the Bargaining Unit will be posted when vacancies or new positions occur and application will be received from both within and outside the Bargaining Unit. It is understood and agreed that the successful applicant chosen to fill the vacant and/or new position will be at the discretion of the Company.

ARTICLE 12:00 CHARTERS

Charters will be administered in accordance with the provisions set out in the Charter System document. It is agreed that charters will first be assigned to regular drivers where performance of the charter will not impact their regularly assigned work. Charters will be assigned to senior drivers in rotation who have signed the Charter Signup Sheet. Upon completion of the probationary period, and the charter course, drivers will become active on the charter rotation list.

There shall be no switching of vehicles to perform charter work, except in the case of evening and weekend charters.

Two pickup points and one drop off or vice versa to be paid an ADDITIONAL \$2.00 for each pick up/drop off added to the rates of in city/charter hourly rates.

Local Charters

Charters that start and end within the same municipality will be considered as Local Charters.

Regional Charters

Charters that operate to destinations within the Regional Municipality of Niagara will be considered as Regional Charters.

For drivers that volunteer to remain at the destination of specified regional charters, the driver will be paid a layover pay of 1 hour at the charter hourly rate. In order to be eligible for the layover rate, the driver must inform dispatch upon accepting the specified regional charter. As a result, the charter trip sheet will indicate the driver will remain at the destination and the driver will verify by initialing the trip sheet.

Niagara-on-the-Lake: Fort Erie, Port Colborne, Welland, Pelham, Lincoln, West Lincoln, and Wainfleet.

St Catharines: Fort Erie, Port Colborne, Welland, West Lincoln, and Wainfleet.

Niagara Falls: Pelham, Lincoln, West Lincoln, and Wainfleet.

Thorold: Fort Erie, Port Colborne, West Lincoln, and Wainfleet.

Highway Charters

Charters that operate to destinations outside the area of the Regional Municipality of Niagara will be considered as Highway Charters. All Highway Charters will be distributed by seniority rotation, with no geographic boundaries, among the drivers having signed the Highway charter signup sheet.

Highway charters allocated incorrectly shall be reported to the Manager no later than five (5) working days after the occurrence. If the highway charter is determined to have been allocated incorrectly, the next charter in the rotation will be offered to the missed driver.

- i) If the pay rate on the next charter is of equal to or of greater value than the missed charter, the driver will receive the charter rate for the work performed.
- ii) If the pay rate is more than twenty dollars (\$20.00) less than the original charter, the Company will reimburse the difference of the offered charter and missed charter rate of pay, regardless of whether the offered charter is performed by the effected driver.

Summer Charters

Charters that operate after the last day of school and before the first day of school. If a driver has a bus parked out during the summer to perform summer work they may only be assigned charters within their boundaries as set out in Article 10:02 (a). All other charters will be assigned in rotation from the Charter sign-up sheet, which will be posted no later than June 1st of each year, and will originate from the yard.

In the summer base will be deemed a neutral zone for all charter work. There will be three (3) charter sign-up sheets, Local, Regional and Highway.

Spare drivers may sign for summer work but will not be used in rotation unless all other regular drivers have been exhausted.

Farm Runs

Farms runs will be administered in accordance to provisions set out in the Charter Document. Driver requests in writing will be honoured.

ARTICLE 13:00 MEDICAL EXAMINATIONS

13:01 Any employee who, at the request of the Company, is required to go for medical examinations on his/her off-time or on his day off, will be reimbursed by the Company up to two hours at straight time rate of pay.

13:02 The Company agrees to reimburse 100% to a maximum of \$150.00 of the cost of any of Medical Examinations pertaining to renewal of drivers Class "B" License provided the driver presents a qualified receipt stating it relates to renewal of license medical.

13:03 MTO or First Student must administer the initial required eye examination request. If the initial test is unsuccessful, the company agrees to reimburse 100% to a maximum of sixty dollars \$60.00 of the cost of an eye examination as long as the following criteria apply:

- a) the eye exam must pertain to the renewal of a drivers' class "B" license; and
- b) a receipt must be provided.

ARTICLE 14:00 JURY DUTY

14:01 (a) The Company will grant a leave of absence, without loss of seniority, to an employee who is required to report for jury duty or serve as a juror, or who is subpoenaed as a Crown witness in any court. The Company shall pay such employee the difference between his normal earnings and the payment he receives for jury report or for service as a juror or as a subpoenaed Crown

witness in any Court. Such payment as aforesaid includes payment for traveling, meals, or other expenses. The employee will present proof of service together with a recapitulation of the amount of pay and expenses which he has received, it being understood that an employee who attends in court on his own time shall not be required to account for any monies received in respect of such attendance nor shall he be entitled to receive any payment from the Company.

(b) Off-duty employees similarly required to attend any Court of Jurisdiction, whether or not under subpoena, including pre-trial hearings, wherein the Company is co-defendant or plaintiff or when required to appear under summons by the Crown as a witness in any manner wherein the Company is involved, shall be reimbursed for personal time lost up to eight (8) hours per day at straight time on condition that any witness fee payable to the employee shall revert to the Company.

ARTICLE 15:00 LEAVE OF ABSENCE

An employee will not be granted a leave of absence to work for another employer.

15:01 Bereavement

In the instance of the provisions set out below not meeting the specific provisions of the Canada Labour Code then the bereavement provisions of the Code shall apply. Leave of absence, with pay will be granted to an employee in the event of the death of a member of his/her immediate family, which is deemed to include spouse or common-law partner; employee's children and children of the employee's spouse; employee's father and mother and the spouse of the father or mother; employee's sister or brother; the father and mother of the spouse of the employee and the spouse of the father or mother; son-in-law and daughter-in-law; employees grandchildren; grandfather or grandmother of the employee, brother-in-law, sister-in-law and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

15:02 The leave of absence shall be for the purpose of making arrangements and attending the funeral and shall be a maximum of three (3) regular, scheduled work days including the day of the funeral. An employee may withhold one (1) day of bereavement time for internment.

Additional days off without pay are available with prior notice.

15:03 In the event of the death of step sister, and step brother, an employee will be granted the day of the funeral with pay, provided it is a regular working day and the employee is attending the funeral.

For the purpose of this article spouse includes common law partner.

15:04 Maternity Leave

Employees who have completed six (6) months of continuous service will, upon written request, be granted maternity leave of absence without pay in accordance with the *Canada Labour Code R.S.C. 1985 Chapter L-2*, or as amended from time to time. An employee returning to work after maternity leave shall provide the employer with at least two (2) weeks prior notice. On returning from maternity leave, the employee shall be placed in her original position with the employer, unless route or rate of pay has been changed, then she shall receive a run in accordance with Article 10:01. Employees granted a leave of absence under Article 15:04 (Maternity Leave) shall retain seniority.

15:05 Personal Leave of Absence

An employee may apply for a leave of absence for personal reasons giving the employer at least fifteen (15) days notice except in the case of an emergency. The employer agrees to give reasonable consideration to such requests and to grant same in accordance with the needs of its operations and demands of its business.

Any such leave of absence shall be without pay and without other benefits provided for in the agreement, but the employee's seniority shall continue to accumulate for a period of six (6) months, so long as they maintain their membership in the Union.

15:06 An application by an employee or the Union for a leave of absence and replies by the employer shall be in writing except that leave of absence for one (1) day or less may be given verbally by the Operations Manager or Branch Manager.

15:07 (a) Upon return from a personal leave of absence, an employee shall be returned to the employee's regular route or run provided that the leave has been for no more than twenty (20) working days. If the leave is of duration greater than twenty (20) working days the route will be posted and the employee will be provided with a vacant route or run in accordance with Article 10 but not necessarily the route performed at the time the leave commenced.

(b) When an employee returns from leave of absence and their run has been deleted they shall be so informed by the Company in the presence of a Union representative and they shall be given all information necessary to exercise their seniority in accordance with the provisions of ARTICLE 10.

Note: The above ARTICLE is not applicable to personal leaves exceeding six (6) months.

15:08 Employees on leave of absence from their regular school runs a.m./p.m. will not be allowed to work the charter board until they return to their regular a.m./p.m. school runs.

15:09 Leave of Absence for Union Business

(a) The Company shall, upon written request of the Union, made at least five (5) working days in advance grant a leave of absence to one employee in the driver classification who may be selected by the Union to attend Union business for a period not to exceed fifteen (15) days. Such leave shall be without pay and without the loss of any seniority that such employee would have otherwise accrued. Under these same conditions the Company will allow two additional employees leave of absence provided their job vacancies can be filled.

(b) The filling of bus runs made vacant as a result of any such leave of absence shall be assigned on a temporary basis only. The Company shall be responsible for filling all routes vacant as a result of any such time off.

(c) The Company shall grant a leave of absence to any employee who is selected to fill an office in the Union provided the application for such leave is made at least one month in advance. Any such leave of absence shall be without pay and without other benefits provided for in this agreement but the employees seniority shall continue to accumulate for a period of twelve (12) months, after which time it will be frozen for a period of twenty-four (24) months so long as they maintain their position with the Union.

Drivers are required to review and update their routes prior to leaving for their leave of absence.

ARTICLE 16:00 WORKING CONDITIONS

16:01 Employees shall report immediately to the Company any and all loss, damage, or shortage of merchandise or equipment together with a statement of the cause thereof, if known.

16:02 It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe, operating condition and not equipped with the safety appliances required by Law. A final responsibility for the safety of the passengers and/or the vehicle rests with the operator of the vehicle. Operators will not endanger the safety of the passengers or the vehicle by following orders or instructions of any party who is in violation of the law or that could jeopardize the safety of either.

16:03 It shall be the duty of employees to report promptly, in writing to the Company all defects in equipment.

16:04 It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Law.

- 16:05 It shall not be a violation of this Agreement for an employee to refuse to operate defective equipment unless such equipment is certified as being safe and roadworthy by a licensed S&T (Automotive Service Technician & Truck and Coach Technician) Technician in the employ of the Company.
- 16:06 Equipment cannot receive a bad order for the following conditions:
- a) Defective windshield washers if same are not required;
 - b) inoperative lights if such lights are not required for the safe and legal operation of the vehicle according to weather and light condition applicable.
- 16:07 Employees shall report immediately, in complete detail, all accidents, including the names and addresses of all witness to the accident.
- 16:08 As a matter of practice, a driver who keeps a bus at their place of residence, is expected to start the bus fifteen (15) minutes before they leave in order to have its engine warmed up during periods of extreme cold except where local bylaws prohibit this.
- 16:09 The Company will agree to pay drivers who attend the Health and Safety Committee Meetings as per the *Canada Labour Code*.
- 16:10 A fuel person will be supplied during regular school days as operated from 9:15 am. to 10:45 am. Wage rate will be the same as wash person rate.
- 16:11 Any driver being re-evaluated on his own time will be paid at the Charter driving rate. Will only be activated if the key to key time exceeds the guarantee hours.
- 16:12 A bus attendant will be provided on a run where requested by the school board or as deemed necessary by the Company to control behaviour and/or medical concerns. The driver will accommodate the attendant with transportation provided the attendant lives within the geographical area as per Article 10:02 (a). If the attendant is located outside the geographical area, it is the attendant responsibility to arrange transportation to a mutually agreed upon location. The responsibility of circle checking the bus, driving, loading and unloading of passengers lies with the driver only.

ARTICLE 17:00 VACATIONS

17:01 Maintenance Department

The following vacations with pay schedule shall become effective as of the date of ratification:

1. Employees with less than one (1) year of service, from the date of hire, shall be entitled to vacations, with pay, in accordance with the *Canada Labour Code*.
2. Employees who have completed one (1) or more years of service, from the date of hire, with the Company shall be entitled to two (2) weeks' vacation, with pay, based on four (4) percent of their gross earnings of the previous year.
3. Employees who have completed five (5) or more years of service, from the date of hire, with the Company shall be entitled to three (3) weeks' vacation, with pay, based on six (6) percent of their gross earnings of the previous year.
4. Employees who have completed ten (10) years of service, from the date of hire, with the Company shall be entitled to four (4) weeks of vacation, with pay, based on eight (8) percent of their gross earnings of the previous year.

17:02 (a) Transportation Department

The following vacations with pay schedule shall become effective as of the date of ratification:

1. Employees with less than one (1) year of service, from the date of hire, shall be entitled to vacation pay in accordance with the *Canada Labour Code*.
2. Employees who have completed one (1) or more years of service with the Company, from the date of hire, shall be entitled to four (4) percent of their gross earnings.
3. Employees who have completed six (6) or more years of service with the Company, from the date of hire, shall be entitled to six (6) percent of their gross earnings.

(b) Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits to which he would normally have been entitled, pro-rated since the last vacation date upon which vacation pay was calculated.

(c) All vacation pay to be paid annually on the 1st payday in December on a separate cheque.

17:03 General Holidays Maintenance Department

(a) The following holidays shall be granted to each employee in the Maintenance Department:

New Year's Day	Civic Holiday (1st Monday in August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	

Note: Easter Monday will be in lieu of Remembrance Day.

(b) Time and one half shall be paid for all work performed on a "paid holiday" plus the holiday pay. In the event that an employee does not work on any of the above named holidays, the basis of payment for each of the above holidays shall be one day's pay regardless of the day of the week on which the holiday is celebrated.

(c) To qualify for any paid holiday, an employee must have worked his last full day as scheduled by the employer before the holiday and twelve (12) of the twenty-eight (28) days preceding the holiday.

17:04 General Holidays Transportation Department

(a) The following holidays shall be granted to each employee in the Transportation Department:

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

Note: Easter Monday will be in lieu of Remembrance Day.

(b) Time and one half shall be paid for all work performed on a "paid holiday" plus the holiday pay. To qualify for any paid holiday, an employee must have worked his last full day as scheduled by the employer before the holiday and his first full day as scheduled by the employer after the holiday and twelve (12) of the twenty-eight (28) days preceding the holiday. Drivers will not be disqualified for statutory holiday pay because of P.A. day falling within the twenty-eight (28) preceding days.

(c) Holiday pay shall be calculated based on the employee's average earning per day for the thirty (30) day period prior to the holiday. In the event that an employee does not work on any of the above named holidays, this basis of payment for each of the above holidays shall apply regardless of the day of the week on which the holiday is celebrated. Holiday pay is to be paid on all regularly scheduled work as per the Canada Labour Code.

d) In order for a regular driver to be eligible to receive compensation for Labour Day, the driver must perform all regularly scheduled work during the five (5) work days prior to the end of the previous school year (June), and the five (5) work days at the beginning of the following year (September). The rate of compensation will be the AM/PM Base Home to School rate.

ARTICLE 18:00 BENEFITS

18:01 Maintenance Department

The Company agrees to pay for the following benefits:

O.H.I.P. Company pays 100% of the total premium cost.

Drug Plan Company pays 100% of the total premium cost of a "Healthguard" plan with Manulife. Plan provides for semi-private hospital coverage, no deductible on drugs.

Short Term The Company has a plan with London Life which provides these employees with Disability \$20,000 accident, death or dismemberment; 2/3 weekly pay wage replacement up to maximum unemployment insurable amount up to six month, from the 8th day of sickness or 1st day of accident. The plan is 100% Company paid.

Dental Company pays premium dental plan and will update the O.D.A. rate to 2001 Schedule starting September 1, 2001 and will continue to update yearly.

Vision Care Company will pay premium cost for a family coverage of \$100.00 every two years.

18:02 Sick Leave

The Company agrees to provide each S&T Technician with five (5) days sick leave at his regular rate of pay each year. The Company may require the employee to submit a Doctor's Certificate in order to qualify for such payment. Should an employee not use any of his/her five (5) sick days in a year he/she shall be paid one (1) days' pay at his/her regular rate.

18:03 Safety Shoe Allowance

The Company will reimburse \$170.00 for the purchase of safety boots annually, on the first pay in December of each year and includes the bus washer and fueler.

18:04 Tool Insurance

The Company agrees to provide Tool Insurance for S&T (Automotive Service Technician & Truck and Coach Technician) Technicians. This coverage is on premise only and is All Risk of direct physical loss or damage. Company to provide further details of coverage.

18:05 Tool Allowance

Licensed S&T (Automotive Service Technician & Truck and Coach Technician) Technicians will receive a tool allowance of \$240.00 per year, payable in one lump sum on the first pay in December.

18:06 Apprentice Schooling

The Company will pay for schooling and expenses relating to apprentices. (book, parking, tuition, and wages)

18:07 S & T Renewals

The Company will pay the license renewal for each S & T Technician

18:08 E-Test

The Company will pay for annual e-test certifications if required.

ARTICLE 19:00 UNIFORMS

19:01 Maintenance Department: All skilled trades' positions shall be provided with seven (7) clean coveralls every two (2) weeks at the Company's expense. All bus washer positions shall be provided with five (5) clean coveralls every two (2) weeks if required at the Company's expense. All fueling positions shall be provided with three (3) clean coveralls every two (2) weeks at the Company's expense. The Company will provide one winter coat every two (2) years for all maintenance personnel; coats are to be worn for company business only.

19:02 UNIFORMS

The Company will provide one winter coat every two (2) years for all senior homes wheel chair drivers; coats are to be worn for company business only.

ARTICLE 20:00 REPORT TIME AND CALL OUT PROVISION

20:01 Transportation Department

(a) Week-End and After Office Hours

If a Charter driver reports for his assigned charter on time and was not told prior to leaving his home that the assigned charter was cancelled, and there is no other charter available, then he shall be paid a minimum of two (2) hours at Charter driver rate.

(b) Week Day Charters, or runs akin to Charters

If a charter driver reports for his assigned charter during normal office hours on a school day and is not told prior to leaving for the assigned charter, that the assigned charter was cancelled, and there is no other charter available, then he shall be paid a one way local or regional charter rate as per the assigned charter. (Up to a maximum of one (1) hour at the charter driving rate.)

20:02 Transportation Department:

Drivers will be paid a two (2) hour minimum for school cancellation. If en route they will be paid one hundred percent (100%) of their a.m. rate or a two (2) hour minimum whichever is greater.

20:03 Maintenance Department

If an employee in the Maintenance Department is called out to work for any reason other than his regular shift of schedule, he shall be paid a minimum of three (3) hours pay at his regular rate of pay. If an employee is asked by the Company to use his own vehicle, the employee will be paid mileage in accordance with the Company's national policy.

ARTICLE 21:00 WAGES AND HOURS OF WORK

21:01 This Agreement shall in no way be construed to effect a reduction of wages or existing privileges of employees, save and except where a reduction of time of any school run comes into effect.

An employee who is injured at work and requires medical attention and who a doctor determines is unable to return to work shall be paid for the balance of his regular hours on the day upon which the injury occurred.

21:02 (a) Maintenance Department

i) The Maintenance Department rates of pay, per hour, are as per Schedule "A".

ii) Maintenance Department - Hours of Work and Overtime - The regular work week shall consist of five (5) consecutive, eight (8) hour days in each consecutive seven (7) day period. There are two (2) scheduled shifts, one (1) early and one (1) late applied for by seniority. All time worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of time and one half the employee's regular rate of pay. In the event of a change in the Maintenance Department work shifts which require employees to work on Saturday or Sunday, the revised schedule of the proposed shift will be posted one week in advance. Seniority shall be the governing factor in filling the shift as posted.

21:03 School Bus Wages

The wage agreement is set forth in Schedule "B" of this Agreement.

21:04 (a) Meal Allowance

Charter Bus Drivers shall receive a Meal Allowance of:

Effective upon ratification and for duration of collective agreement

Breakfast	\$ 8.50
Lunch	10.00
Supper	13.00

This allowance will only be activated if a driver has worked for a minimum of four (4) consecutive hours.

After seven (7) consecutive hours, two (2) meals.

After eleven (11) consecutive hours and up to twenty-four (24) hours, three (3) meals.

(b) Accommodation Allowance

The Company will be responsible for the pre-arranging of room accommodation and expense of same.

21:05 Charter Trip Expenses

A sufficient amount of Company money shall be available to drivers for Charter trip expenses prior to leaving on Charters.

21:06 Emergency Fill-ins

If a driver is switched out of their route to perform a different route they will be paid the greater of the two (2) rates

(Will only be activated if the key to key time exceeds the guarantee hours)

21:07 Servicing

All drivers who are required to wait while their bus is being serviced or repaired shall receive the Miscellaneous driving hourly rate.

Will only be activated if the key to key time exceeds the guarantee hours

21:08 Breakdowns

The Company agrees to pay employees for all time after fifteen (15) minutes over the regular time of the run at the charter rate while driving until the vehicle is mobile again or until the employee has been provided alternate transportation. Such payment shall be in addition to the regular rate for the run, save and except that payment shall not be made in cases of employee negligence.

Will only be activated if the key to key time exceeds the guarantee hours

21:09 Hours of Work Sheets

Hours of Work Sheets must be completed to Company standards and submitted to the office within two (2) weeks after the completion of the last week required.

21.10 Hydro

At the Company's discretion, extension cords and timers will be given to drivers required to plug in their buses during cold weather. Upon return of the extension cords and timers, the driver will be compensated one hundred dollars (\$100.00) for the cost of hydro prorated from November 1st to March 1st.

21.11 If asked by the Company to attend a meeting with the principal of the school, a driver will be compensated at the miscellaneous hourly rate for a minimum of one hour. Over one hour will be paid one hour plus each fifteen minutes thereafter based on the hourly rate

Will only be activated if the key to key time exceeds the guarantee hours

ARTICLE 22:00 EMPLOYEE FILES

22:01 Employees may file a written request to the Branch Manager to view their personal file in the presence of an authorized Company representative. Such request will be granted within five (5) working days. A Union representative may attend at the request of the employee.

ARTICLE 23:00 EXPIRATION

23:01 This Collective Agreement shall remain in effect from September 1, 2016 to August 31, 2019 and from year to year thereafter, unless either party gives notice to the other party of intent to terminate or amend this Agreement. Such notice shall be given in writing not earlier than four (4) months and at least thirty (30)

days before the expiry date of this Agreement, or of any subsequent period in which the Agreement remains in force.

23:02 The Union and the Company agree to exchange proposals at the same time and sign an agreement stating that they have done so.

ARTICLE 24:00 VERBAL/PHYSICAL ABUSE

24:01 The employer recognizes that its employees may be subject to verbal or physical abuse from members of the public.

24:02 The employer shall take positive action to help prevent this type of abuse by forming a joint union/management committee. The committee shall be composed of an equal number of management and union representatives.

Dated at St. Catharines, Ontario, this 19 day of April, 2017

For the Employer:

For the Union:

**FIRST STUDENT
St. Catharines Branch**

AMALGAMATED TRANSIT UNION

SCHEDULE "A"

RATES OF PAY - MAINTENANCE DEPARTMENT

	Sept. 1/16 2%	Sept. 01/17 2%	Sept. 01/18 2%
Licensed S&T Technician	\$28.10	\$28.66	\$29.24
Bus Wash Person	\$12.52	\$12.77 Jan 1/18 \$14.00	\$14.28
Fuel Person	\$12.52	\$12.77 Jan 1/18 \$14.00	\$14.28
Apprentice S&T	As per letter of	Understanding	

SCHEDULE “B”

RATES OF PAY - TRANSPORTATION DEPARTMENT

TIME FORMULA – DEFINITION

Based on time from the assigned parking location, including the entire route, and directly back to the assigned parking location for both A.M and P.M. routes. Drivers will be paid (12) twelve minutes daily for their pre-trip and post check which will be applied to their daily time. On days when either the elementary or secondary school sections of a given run do not operate due to a professional development day, the payment for such days is the daily minimum guarantee.

The Company will request drivers submit their run times and mileages (including parking location times) to verify their daily rate. Once the daily times have been set, if a dispute should arise pertaining to the driver's daily times, the Company shall utilize Zonar to determine discrepancies. If a dispute continues to exist, the driver involved and Union's chief steward and/or a Union full-time representative shall meet to discuss same.

Any and all route changes must be authorized by the company prior to implementation by the driver.

RETRO-ACTIVITY

Once times are established with the submitted time and mileage sheets, the employees scheduled daily route times will be set. If at this time changes to the daily rate are necessary, wages will be adjusted.

EXCEPTIONS

Pay adjustment exceptions come into play when work duties exceed the daily guarantee. Drivers are required to submit an exception form for each piece of work to dispatch within two (2) working days of the occurrence.

SAFETY WORK SHOPS

Drivers required to attend safety workshops will be paid up to a maximum of four (4) hours of pay for attendance at said workshops, payable at the charter driving rate.

KEY TO KEY

3 Hour Daily Guarantee

- If an employee is not available for the 3 hours, they will only be paid for actual time worked. All refusals will be treated as the driver being not available for the three (3) hours
- Employees can be assigned any extra work (as per Article 11.02(a)) or be required to fuel their own bus as additional work that is continuous with their am or pm route to make-up their 3 hours guarantee. Continuous means any work that would be assigned and commence at or prior to the scheduled arrival time at the base or park out location which does not result in a non-paid break.
- Work that extends beyond the guarantee will be paid at the appropriate rate (HTS, Charter, Various Miscellaneous Driver Rates, Fueler Rate or Bus Washer Rate).

Payment EXCEPTIONS

Payment exceptions occur when:

1. Extra work (as per Article 11.02(a)), extends the drivers work time beyond the daily guarantee;
2. the work of fueling a drivers own bus extends the drivers work time beyond the daily guarantee;
3. when the time it takes to perform a route exceeds the scheduled route times and is greater than the daily guarantee;
4. when the time it takes to perform an emergency fill-in exceeds the daily guarantee;

will be paid for at the appropriate rate by pay adjustment exceptions.

- Drivers are required to submit a pay adjustment exception form for each payment adjustment exception to dispatch within two (2) working days of the occurrence for approval and payment.
- Route layovers must be utilized if available during route times to sweep the bus or complete paperwork.
- Employees must sign in (swipe in) within thirty (30) minutes of their scheduled start time and sign out (swipe out) within ten (10) minutes of their scheduled finish time should they finish within ten (10) minutes of their scheduled finish time

Sept 01/16	Sept. 01/17	Sept. 01/18 2%
2% on previous pay grid	\$14.00 hr	\$14.28

Attendant Rates

Sept. 01/16 2%	Probationary Rate	Sept. 01/17 2%	Probationary Rate	Sept. 01/18 2%	Probationary Rate
\$11.82	\$11.10	\$12.06 Jan 1/18 \$14.00		\$14.28	

Miscellaneous Rates

	Sept. 01/16	Sept. 01/17	Sept. 01/18
In-City Rate (one way)	\$9.16	\$9.34	\$9.53
Misc. Hourly Rate	\$11.78	\$12.02 Jan 1/18 \$14.00	\$14.28
Charter Hourly Rate	\$13.62	\$13.89 Jan 1/18 \$14.00	\$14.28
Late Run Single	\$16.81	\$17.15	\$17.49
Late Run more than 1 school	\$25.20	\$25.71	\$26.22

Highway Charters Kilometre Rates

	Sept. 01/16	Sept. 01/17	Sept. 01/18
Per Km Live	\$0.340	\$0.346	\$0.353
Per Km Deadhead	\$0.191	\$0.195	\$0.199
Per Km Cushion	\$0.102	\$0.104	\$0.106

Note 1: 8 hours at the layover rate will be paid for each full 24 - hour period at the destination as a minimum while away on overnight charters

Note 2: To establish charter paid by the kilometer, the charter trip must be 160 km loaded one way.

Note 3: Drivers performing an evening or weekend charter receive the greater of two hours pay at the charter driving rate or the duration of the charter at the charter driving rate.

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LETTER OF UNDERSTANDING #1

Purpose: The intent of this letter of understanding is to recognize the new Lincoln zone and its geographical boundaries. The following details outline and clarify the new service area;

Effective September 1, 2013 there will be two specific zones as noted below;

Current

Zone 1) St Catharines includes the following geographical regions; St Catharines, Niagara-on-the-Lake, Thorold, and Niagara Falls.

Note: If a Zone 1 driver chooses to bid in on a position in zone 2, all of the zone 2 procedures will apply.

New

Zone 2) Lincoln includes the following geographical regions; Vineland and Beamsville

Zone 2 currently offers only charter transportation services. Therefore, dedicated charter drivers will be hired to perform work in zone 2. New employees will be offered the dedicated charter position, which they will be required to sign for. All charters (Local, Regional or Highway) will be assigned by dispatch in the order of the charter rotation list, by region. The dedicated charter position will be posted during each annual sign up period. By accepting the dedicated charter position, it is understood that it is a dedicated piece of work and there will be no refusals of charters without prior notice.

Dedicated charter drivers work allocation;

It is agreed that all charter work (Local, Regional and Highway) will be assigned by rotation within the specific geographical region, contained by zone 2. The starting point of the charter will be the determining factor when assigning a charter to a geographical area. When all of the dedicated charter drivers have been exhausted within a geographical region, the charter will first be assigned to a dedicated charter driver in rotation order, in the nearest area, within zone 2. If all dedicated charter drivers have been exhausted in zone 2, the charter will be assigned to a charter driver in the next nearest geographical area, within zone 1.

Extra work for Zone 2 drivers;

If the spare driver pool has been exhausted in zone 1, a zone 2 driver is eligible to spare school routes in zone 1. When this occurs, the dispatcher will assign the spare route based on the driver parked (charter ending point or parking location) nearest to the first pick up. If a number of drivers park in this area, the spare route will be assigned in seniority order.

Farm Routes;

All regular farm routes will be posted within the geographical areas and will be assigned in seniority order. Farm route customers may request a specific driver. However, it must be submitted in writing.

Parking Locations;

The company will determine parking locations in each geographical area within zone 2. The driver will be required to park the buses in the designated parking location, unless otherwise instructed by management.

All charters will be paid as outlined in the current collective agreement under miscellaneous rates and highway charter kilometer rates.

For drivers that volunteer to remain at the destination of specified regional charters, the driver will be paid a layover pay of 1 hour at the charter hourly rate. In order to be eligible for the layover rate, the driver must inform dispatch upon accepting the specified regional charter. As a result, the charter trip sheet will indicate the driver will remain at the destination and the driver will verify by initialing the trip sheet.

Lincoln: Fort Erie, Port Colborne, Welland, Niagara Falls, Niagara-on-the-Lake and Wainfleet

West Lincoln: Fort Erie, Port Colborne, Welland, Niagara Falls, Niagara-on-the-Lake St Catharines and Thorold.

Note: This letter of agreement may be revisited and open to further negotiations as necessary.

For the Company:
First Student Branch
St Catharines

For the Union:
Amalgamated Transit Union
Local 1602