

COLLECTIVE AGREEMENT

BETWEEN

**First Canada ULC
O/A First Student Canada
Airdrie, Alberta
(hereinafter referred to as the “Company”)
OF THE FIRST PART**

and:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
(hereinafter referred to as the “Union”)
OF THE SECOND PART**

September 1 2019 to August 31 2022

TABLE OF CONTENTS

PREAMBLE.....	1
SCOPE	1
UNION SECURITY	1
DISCRIMINATION AND WORKPLACE HARASSMENT	2
JOINT LABOUR MANAGEMENT COMMITTEE	2
RECOGNITIONS AND PURPOSE	2
DEDUCTION OF UNION DUES	3
PROBATIONARY PERIOD.....	3
MANAGEMENT RIGHTS.....	3
OTHER REMUNERATION	4
DISCIPLINE PROCEDURE	5
GENERAL	5
PAYDAY and PAY STATEMENTS	6
TRAINING	6
HEALTH & SAFETY.....	6
EMPLOYEE REPRESENTATION	7
SENIORITY.....	7
PROMOTION	9
GENERAL LEAVE OF ABSENCE	9
BEREAVEMENT LEAVE	9
JURY DUTY	10
BID SYSTEM	10
GENERAL HOLIDAYS.....	11
VACATION.....	11
GRIEVANCE PROCEDURE	11
NO STRIKE OR LOCK-OUT.....	12

SAVING CLAUSE	12
SALE-LEASE-TRANSFER.....	13
HOURS OF WORK AND OVERTIME	13
SCALE OF WAGES	13
DURATION.....	13
SCHEDULE "A"	14
SCHEDULE "B"	15
Charters	15
APPENDIX "A"	17
Maintenance Department.....	17
APPENDIX "B"	18
Overtime Conditions.....	18
APPENDIX "C"	19
Banked Overtime	19
APPENDIX "D"	20
Rest Periods and Breaks Mechanics	20
APPENDIX "E"	21
Vacation	21
APPENDIX "F"	22
RRSP (Maintenance Only).....	22
LETTER OF UNDERSTANDING #1	23
Safety Meeting Travel	23
LETTER OF UNDERSTANDING #2.....	24
Amendment to Training Classification Rates of Pay.....	24
LETTER OF UNDERSTANDING #3.....	25

PREAMBLE

The Company and the Union agree that the purpose and intent of this Agreement is to promote cooperation and harmony between the Company and its employees, to recognize mutual interests to prevent strikes and lockouts, to provide a channel through which information and problems may be transmitted from one to another, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, and to set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.

ARTICLE NO. 1 - SCOPE

- 1.1 First Canada ULC O/A First Student Canada recognizes the Union as the sole bargaining agent for purposes of collective bargaining in respect of wages and other terms and conditions of employment on behalf of employees of the Company as set out in the Certificate of the Alberta Labour Relations Board dated January 19, 2015 (Board Certificate 138-2014) and as the Certificate may be amended from time to time.
- 1.2 First Canada ULC O/A First Student Canada recognizes the General Teamsters, Local Union No. 362 as the sole collective bargaining agent for all employees at Branch No. 34040 except office staff and clerical personnel, dispatchers and those covered by Certificate No. 138-2014.
- 1.3 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE NO. 2 - UNION SECURITY

- 2.1 It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the Union.
- 2.2 Each new employee when hired by the Company will be required to sign an application card for Union Membership (cards to be supplied by the Teamsters Union) and must become a member of the Union immediately following thirty (30) calendar days from the date of employment or be replaced.
- 2.3
 - A. Each new employee when hired by the Company, will be informed by the Company, that they are to sign an authorization card authorizing the Company to deduct from their earnings Union initiation fees, Union dues and/or other assessorial charges as levied against them by the Union and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made.
 - B. Authorization cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labor Relations Act.
 - C. The Company shall furnish to the Union, a list of new employees taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current Check-off List.

ARTICLE NO. 3 - DISCRIMINATION AND WORKPLACE HARASSMENT

- 3.1 The Employer and the Union agree that they will not discriminate against any persons or employees by reason of age, race, color, religion, creed, sex, physical or mental disability, nationality, ancestry or place of origin, political affiliation, membership, affiliation or activity in the Union, except as authorized by the *Human Rights Act*.

The Company and the Union are committed to providing a harassment free workplace. Further, the Employer agrees that there will be no discrimination with respect to any employee by reason of his membership or activity in the Union.

- 3.2 The Company agrees that all employees, must be treated with dignity, respect, and fairness appropriate in the circumstances.

The parties agree that allegations of DISCRIMINATION AND WORKPLACE HARASSMENT will be brought forward to the appropriate Manager within five (5) days of the alleged incident, and will be investigated as per Company policy.

ARTICLE NO. 4 - JOINT LABOUR MANAGEMENT COMMITTEE

- 4.1 A Joint Labour Management Committee shall be formed and function during the term of this Agreement consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Company. The Committee shall serve as a body for consultation on matters of mutual interest but shall not deal with the processing of grievances. The Committee shall meet at least two (2) times per year and more often as required at the request of either party. The Company will pay the Union Representatives at the non-driving wage for attending subject to Letter of Understanding #1 (Re: Safety Meeting).

- 4.2 The Committee shall discuss items affecting the operation and of concern to both parties.

ARTICLE NO. 5 – RECOGNITIONS AND PURPOSE

- 5.1 The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

i. The Union shall supply the Company Labour Relations Department on or about each January with a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

ii. The Company recognizes that Shop Stewards may process grievances under Steps 1 and 2 of the Grievance Procedure during the Steward's working hours provided such action does not in any way negatively impact the operation of the Company. As such Stewards shall suffer no loss of regular pay while dealing with Step 1 or 2 grievances.

iii. The Company will notify the Union prior to the dismissal of any Shop Steward.

iv. When Shop Steward or employees are requested by Management to attend a meeting, they must be paid for their time.

- 5.2 The Company will provide Bulletin Boards at its Branch(s) on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its Members. All Union Notices are to be dated and signed by an Official of the Union. The board shall be located in the drivers' room.

- 5.3 Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working Schedule.

ARTICLE NO. 6 – DEDUCTION OF UNION DUES

- 6.1 All employees shall, as a condition of employment, maintain Union membership in good standing and complete "Application for Union Membership" and "Union Deduction Authorization" prior to commencement of employment. The Company must then promptly forward such completed forms to the Union office.
- 6.2 The Company will indicate the yearly Union dues deductions on the employees' T-4 slip.
- 6.3 The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

ARTICLE NO. 7 - PROBATIONARY PERIOD

- 7.1 During the first sixty (60) work days of employment an employee shall be considered on probation, during which time the employee may be discharged or disciplined without recourse to the Grievance Procedure. After completion of the sixty (60) worked day's probationary period an employee's name shall be placed on the seniority list, with seniority dating from the date the employee first commenced work with the Company

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged for the purpose of forcing an additional probationary period.

ARTICLE NO. 8 - MANAGEMENT RIGHTS

- 8.1 Management Rights – The Union acknowledges and recognizes that the control and direction of the workforce are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, discharge for cause, direct promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees;
- c) Determine in the interest of efficient operation and the highest standard of service policy. Rules and regulations, classifications, hours of work, work assignments, methods of doing work;
- d) Determine the number of personnel required, service to be performed and the methods, procedures and equipment to be used in connection therewith.
- e) Determine in the interest of efficient operation and the highest standard of service policy, rules and regulations, classification, hours of work, work assignments, methods of doing work.

Employees must attend all mandatory safety meetings training session or with a reason for their absence satisfactory to the Company, attend the make-up meeting session.

It is agreed that the Company may alter from time to time, rules and regulations to be observed by the Employees, which rules and regulations shall not be inconsistent with this Agreement. All new rules and regulations will be posted and whenever possible, two (2) weeks' notice will be given prior to implementation.

- 8.2 Access to Employee's Personnel Records – An employee and/or Union Representative with the employees consent shall have the right to be made aware of the employee's personnel record upon giving twenty-four (24) hours' notice to the Company.
- 8.3 Employees' Current Address – Employees shall keep the office informed, in writing, of their current address and telephone number and email if applicable. The employer notification obligations cease upon using the employees last current contact information on file. Employees on lay-off shall also keep the office informed of their whereabouts so that they may be readily located for recall. The Company shall provide a copy to the Union.

ARTICLE NO. 9 - OTHER REMUNERATION

- 9.1 **Special Trips** - Drivers within the closest proximity to the work will be given preference on those special trips authorized and governed by the Employer.

Special trips shall be defined as additional work beyond the normal scheduled AM and PM and noon runs. Such special trips should be bid by seniority within each division.

- 9.2 **Storm Days**

1. When the School Board or driver cancels busing on Storm days the driver shall be paid the same percentage of earnings.
2. If cold starts (snow angels) are required, the Company will bid these positions once per school year or when a vacancy occurs.

- 9.3 **Starting buses in Winter months** - Employees shall be allowed the following rates for school bus plug-in during winter months. (Winter months are defined as the full months of November, December, January, February and March or when the temperature drops below -5).
Plug-in allowance - \$40.00 per month during winter month per bus company to supply cords.

If, during the term of this Collective Agreement, the Board implements a plug-in rate higher than forty dollars (\$40.00) per winter month for First Canada ULC O/A First Student Canada Airdrie bus drivers, such rate shall apply to this Collective Agreement, effective on the same date.

- 9.4 **Travel Allowance** - If an employee is required to use their own motor vehicle to travel on Company business in the performance of their duties, the employee shall be reimbursed for the distance travelled at the rate of fifty cents (\$0.50) per kilometer.
- 9.5 **Medical Examination** – All medical exams required to maintain a class driver's license shall be paid by the Company to a maximum of one hundred and twenty dollars (\$120.00) per license renewal.
- 9.6 **Washing Buses** – Drivers will be paid for one point five (1.5) hours at fifteen dollars (\$15.00) per hour for each bus washed at the Company's established schedule. The Company reserves the right to make seasonal adjustments to the schedule.

ARTICLE NO. 10 - DISCIPLINE PROCEDURE

- 10.1 An employee will receive a copy of any written reprimand or warning letter placed on their file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. Disciplinary letters/reprimands taken against the employee shall be removed from the employee's file after eighteen (18) months provided there have been no further occurrences of a similar nature. Documents relating to 'Preventable' collisions shall remain on file until a period of two (2) years of collision free driving has been achieved. The employee is entitled to and shall have the choice to have a shop steward or other Union representative present for all reprimands. The employee shall notify the Company and the steward or Union representative (whichever the case may be) who they have selected.

An employee may be held out of service for an investigation of any charge against him/her with pay. The Company's obligation to pay the employee ends with the employee or unions lack of availability.

ARTICLE NO. 11 - GENERAL

- 11.1 The Company agrees not to enter into any agreement or contract with any Union employee covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.
- 11.2 Should a new job(s) or classification be created within the bargaining unit by the Company, the parties shall meet and agree on wages for these positions. Failure for the parties to agree on wages may be subject to the Grievance procedure.
- 11.3 Drivers who have a conflict with the Hours of Work guidelines or the Motor Carrier Act/Regulations must first relinquish extra work and then home to school routes. Compliance with guidelines or regulations will not be considered a refusal to work.
- 11.4 Park-outs (bus storage near the driver's residence) is a privilege and if granted may be revoked or denied.

11.5 Student/Bus Run Data

Any and all routing changes (including bus stops or times) must be authorized by the customer and approved by the Company prior to implementation.

- a) A driver confronted with a situation on board that is threatening can stop, secure the bus and request assistance from dispatch.

11.6 Definitions

- a) HTS Route: Means a school bus route providing student transportation service from home to school in the AM and from school to home in the PM, throughout the school term. A HTS Route is continuous service that may include pick ups and drop offs from more than one (1) school. Excludes charters, shuttles and/or rescues.
- b) Route Kilometers: Means kilometers traveled by a school bus in the course of a HTS Route calculated by adding kilometers driven from base or park out location whichever is less, and return to base or park out, for each of the AM and PM portions of the route.

- c) Urban Bus Route: Is a bus route where eighty percent (80%) or more of the students assigned to the bus route reside within a municipality (an incorporated village, town or city), and the balance of the passengers reside within a three (3) kilometer radius of the incorporated municipality.
- d) Rural Bus Route: Is a bus route which does not meet the definition of an urban bus route.
- e) Dedicated Charter Driver: Dedicated charter drivers will perform weekday charters where such charters impact a regular driver's ability to perform a dedicated route. When not performing charters, the dedicated charter driver will be available for spare driver work.
- f) Division:
 - i) Airdrie and surrounding area
 - ii) Chestermere and surrounding area
 - iii) Drumheller and surrounding area

11.7 PAYDAY and PAY STATEMENTS

- a) The Company will continue the current practice of depositing the employee's pay every other Thursday by midnight by direct deposit, including all wages earned by such employee to midnight on the previous Saturday. Should the Payroll practices be altered, the parties agree to meet to address any changes needed.
- b) If an error occurs in the payroll computation of an employee's pay and the amount is equal to one (1) day's pay or more, they shall be entitled to receive same as soon as practicable but not later than the week following the pay day on which the error was reported.
- c) All EI hours shall be accredited as per the *Employment Insurance Act*.

ARTICLE NO. 12 - TRAINING

- 12.1 Whenever possible drivers will be provided training on the route they will operate.
- 12.2 Whenever possible the Company will provide specific bus training on critical function of a different bus.
- 12.3 The Company will make an effort to provide a minimum of fourteen (14) days' notice to employees having to attend mandatory Company safety and/or training meetings.
- 12.4 The Company will make every effort to notify employees on any cancellations in a timely fashion.
- 12.5 Newly hired Special Needs Drivers will be provided with training designed to assist in the handling of special needs children.

ARTICLE NO. 13 - HEALTH & SAFETY

- 13.1 A Health & Safety Committee shall meet and engage in constructive and meaningful consultations regarding health and safety matters. The terms of reference of the Committee shall be as follows:
 - a) The Committee shall consist of three (3) employees, two (2) Management personnel and one (1) member of the excluded staff.

- b) The employees on the Committee shall be elected and a process shall be put in place to ensure that there is representation from all parts of the operations.
- c) The Committee will meet monthly excluding July and August.
- d) Minutes will be taken and will be posted. An effort will be made to post the Minutes within one (1) week of the meeting.
- e) Employees will receive hourly pay at the applicable regular hourly rate for the time in attendance at each meeting.
- f) If the employee's bus is being pulled, or the employee is driving a spare bus, the Company will endeavor to the best of its ability to notify the employee by the end of their shift the day prior.

ARTICLE NO. 14 - EMPLOYEE REPRESENTATION

- 14.1 When an employee meets with a personal injury while on duty which prevents them from completing their shift and the injury requires medical care, the employee will be compensated for the full shift on that day.

ARTICLE NO. 15 - SENIORITY

- 15.1 Seniority commences upon the successful completion of the probationary period, and shall be effective from the employee's date of hire in the position with the Company and is only interrupted in accordance with Article 15.2.
- 15.2 An employee shall lose all seniority, his name shall be removed from the seniority list and the employee shall be deemed terminated by the Company for any one (1) of the following reasons:
- a) Retires; Voluntarily resigns;
 - b) Should he be discharged for just cause and not reinstated through the grievance procedure;
 - c) Should he fail to report to work within two (2) working days (seven (7) calendar days if they are employed elsewhere) after being notified to return to work by registered mail, at the last address supplied to the Company, following lay-off without a definitive recall date;
 - d) Where the employee is on lay-off for a period of twelve (12) months.
 - e) **Except for Medical reasons**, the failure of a driver to hold and maintain a valid Alberta Class 1 or 2S driver's license as may be required by the Company.
 - f) Failure of a mechanic or apprentice to maintain a valid mechanic's license with any appropriate and required government endorsements to those licenses.
 - g) Failure of an apprentice to be registered and in good standing in accordance with the Apprenticeship and Industry Training Act.
 - h) Failure to notify the employer, if the employee was aware, or should have been aware, of the cancellation, suspension or revocation of the required driver's or mechanics license.
 - i) Is absent from work for more than three (3) consecutive working days without giving proper notification to the Company and without providing a reasonable excuse for such absence.

- 15.3 Drivers in each division shall have Seniority in the division from date of hire or the date the driver became employed at that division.
- 15.4 Drivers who want to change divisions may bid to an open position at another division and their Seniority shall be listed according to the date of such change or transfer.
- 15.5 In the event an entire division is closed, the affected employee(s) may exercise their seniority within any existing division or accept the layoff.
- 15.6 In the event of a layoff where a date of return to work is predetermined, notice of return to work will be issued simultaneous to the layoff. Employees will have fifteen (15) business days prior to the return date to notify the Company of their intentions. Failing notification, the employee will lose all seniority rights.
- i. All new routes/shifts or vacancies are subject to Seniority and shall be posted.
- 15.7 All employees who have a bid run retain their same run through summer leave.
- 15.8 Seniority shall prevail in the event of layoffs, with the junior employee being laid off first.
- 15.9 The Company agrees to re-hire laid off employees on a seniority basis commencing with the last employee laid off.
- 15.10 Layoff shall refer to a reduction in the work force only, and not to normal seasonal layoff at Christmas, Spring Break, PD Days or Summer holidays.
- 15.11 The Company will issue a Record of Employment in accordance with the EI act, within seven (7) days after end of the last pay period.
- 15.12 A seniority roster of all employees covered by this Agreement showing name, classification and date of last entry into the service of the Company shall be revised and posted in March and October each year.
- If within thirty (30) days of posting, proof of an error is present by an employee or the Union or the Company, such errors shall be corrected.
- Employee's seniority shall carry over from one (1) school year to the next.
- Seniority list shall be prepared and posted by the Company every six (6) months (March and October). The Company shall also provide a copy to the Union.
- i) All new routes/shifts or vacancies are subject to Seniority and shall be posted.
- 15.13 There shall be five (5) separate classifications for all seniority purposes:
- i) Regular Drivers
ii) Casual Drivers
iii) Maintenance Shop
iv) Spare Drivers
v) Dedicated Charter Driver
- 15.14 A Regular Driver may request in writing to become a relief spare driver.

ARTICLE NO. 16 - PROMOTION

- 16.1 When an employee within the Bargaining Unit covered by this Agreement receives a leave of absence to take a position within the Company or the Union which is beyond the sphere of the Bargaining Unit, they may retain their seniority for a maximum of ninety (90) calendar days within the former unit.

At the end of this period of ninety (90) calendar days, the employees must exercise their seniority rights by returning to their former unit or relinquish all such seniority rights. Should the employees return or be returned to the Bargaining Unit for any reason, they must remain within the unit for a minimum period of one hundred and eighty (180) calendar days prior to exercising that privilege again.

ARTICLE NO. 17 - GENERAL LEAVE OF ABSENCE

- 17.1 When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave, the employee shall retain their route and accrue Seniority.
- 17.2 Maternity and Parental Leave shall be granted in accordance with the provision of the Alberta Employment Standards Act.
- 17.3 Employees on leave of absence shall be required to apply, in writing, for any extension beyond the original leave which may or may not be granted with copy to the Union.
- 17.4 No employee on any leave shall engage in alternate employment without the written approval of both the Company and the Union.
- 17.5 If, in the opinion of the Employer and operational requirements permit, a request for a leave of absence without pay may be authorized. Whenever possible a request for a leave of absence for a up to a period of thirty (30) calendar days must be submitted in writing a minimum of fourteen (14) days prior to the effective date. Granting of such request will be dependent on operational requirements and at the discretion of the Company. Under such leave the driver will suffer no loss of Seniority.
- 17.6 In order to qualify as an acceptable medical documentation, the report must contain the date of the visit and the anticipated date of return to work (if applicable), on licensed physician letterhead, dated and signed by the licensed physician substantiating that the employee shall remain off work due to medical reasons.
- 17.7 At the end of their leave the employee shall be returned to the original route they posted to at the time their leave commenced if the route is vacant. If the original route is not vacant, they will bid on any vacant route and assume their original route the following school year.

ARTICLE NO. 18 – BEREAVEMENT LEAVE

- 18.1 Should a death occur in an employee's or spouse's immediate family (spouse, parents, sisters, brothers, children, grandparents or grandchildren) the employee shall be entitled to a leave with pay for three (3) working days for each occasion, to be taken within seven (7) day of the death. If the employee needs to travel three hundred (300) kilometers or more two (2) additional days will be granted. The employee may be required to provide documentation for the leave.

ARTICLE NO. 19 - JURY DUTY

- 19.1 Any Regular Full-time Employee who is required to perform Jury Duty, will be reimbursed by the Company for the difference between the pay received for Jury Duty, at his regular straight time hourly rate of pay for his regular scheduled hours work.

Any Regular Employee, who is subpoenaed as a Company related witness in a court action, will be reimbursed by the Company for the difference between the pay received for Witness Fee, at his regular straight time hourly rate of pay for his regular scheduled hours work to a maximum of two (2) days.

Upon notification of being required to appear for Jury Duty or witness attendance, the employee will advise the Company and arrangements for the employee's absence to attend which is suitable to both the Company and the employee, will be made at that time.

ARTICLE NO. 20 – BID SYSTEM

- 20.1 Where a run has no regular (permanent) driver, it shall be open for bid.
- 20.2 An announcement of the open position shall be made to all regular and probationary drivers over the bus radio for three (3) consecutive AM & PM periods and the most senior applicant will be awarded the route at the end of the Third (3rd) day.
- 20.3 Where routes are amalgamated, one (1) route number is nullified and the route(s) is (are) assigned to another route number the most senior employee(s) of the affected routes will have the option to drive the new route(s) created.

The displaced driver will choose:

1. From open routes within their division that provide the same or greater rates;
2. Exercise their seniority within their division.

If a route(s) is eliminated, the affected driver will choose:

1. From open routes within their division that provide the same or greater rates;
2. Exercise their seniority within their division.

Secondary Vacancies

A secondary vacancy is the run vacated by a driver accepting the permanent run vacancy as set out above and will be posted in accordance with Article 20.1: Any subsequent vacancies created by the posting of the secondary vacancy will be assigned to the most senior spare driver who does not have a regular piece of work.

Where there is a temporary absence which has been granted by the employer for medical or statutory requirements with an expected duration of eight (8) calendar weeks or longer the Company will then post this route as a temporary absence.

When the absent employee returns from the leave of absence they will have the following options:

1. Return to the original route if not filled on a temporary bid or
2. Bid on any vacant route or
3. Assume their original route the following school year.

This is not to be construed as a guarantee of employment.

In the event the absent employee does not return to work in accordance with Article 15(d), the position bid and awarded shall be considered permanent.

ARTICLE NO. 21 – GENERAL HOLIDAYS

21.1 All employees, who have completed their probationary period of thirty (30) calendar days and have qualified as Regular Employees, shall be entitled to ten (10) General Holidays. The said General Holidays are:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Heritage Day	Family Day
Thanksgiving Day		

ARTICLE NO. 22 - VACATION

22.1 All Employees shall be entitled to two (2) weeks' vacation after they have completed their First full year of service. Such vacations are to be taken at times mutually agreed upon between the Company and the employee.

Vacation pay will be added to each cheque at the rate of four percent (4%) of gross earnings for all Employees and Temporary employees with the equivalent years of service.

22.2 Employees who have completed three (3) years of service shall in the years of service subsequent to the third (3rd) anniversary date of employment earn vacation at the rate of three (3) weeks per year.

Vacation pay will be added to each cheque at the rate of six percent (6%) of gross earnings for all Employees and Temporary employees with the equivalent years of services.

22.3 Employees who have completed eight (8) years of service shall in the years of service subsequent to the eighth (8th) anniversary date of employment earn vacation at the rate of four (4) weeks per year.

Vacation pay will be added to each cheque at the rate of eight percent (8%) of gross earnings for all Employees and Temporary employees with the equivalent years of services.

22.4 Grandfathered employees include Viola Rodgers and Nancy Oloman, who will be eligible for five (5) weeks' vacation and have their accrual calculated at ten percent (10%) effective with the first pay of the previous year.

ARTICLE NO. 23 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows.

Step 1: Any grievance of an employee shall first be taken up between such employee and the Assistant Location Manager or designate. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.
Time limit to institute grievance:

Termination or layoff – ten (10) days from the date of occurrence.

All others – fourteen (14) days from the date of occurrence.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the employee's Supervisor or higher authority and a Shop Steward or Local Union Representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Panel, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union and two (2) Representatives of the Company appointed by an officer of the Company. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized that any settlement arrived at by the Board on a specific Grievance shall be final and binding.

Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, Step 3 must be completed within ten (10) calendar days from the completion date of Step 2.

The time limits as prescribed may be extended by mutual agreement of the Parties, in writing

In all such grievance procedures, the Union Representative shall act in the capacity of Chairperson of the meeting and the Representative of the Company shall act in the capacity of Recording Secretary.

All copies of all Minutes shall be signed and dated by both Union and the Company.

Step 4: Failing settlement under the above Steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down their decision within fourteen (14) calendar days following completion of the hearing and their decision shall be final and binding on the two Parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Company

ARTICLE NO. 24 - NO STRIKE OR LOCK-OUT

24.1 The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.

24.2 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE NO. 25 - SAVING CLAUSE

25.1 Both parties assume that any or all provisions of this Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to renegotiate such provision or provisions for the purpose of having them conform to the law with all other provisions of the Agreement not being affected thereby.

ARTICLE NO. 26 - SALE-LEASE-TRANSFER

26.1 The parties recognize that the *Alberta Labour Relations Code* provisions address issues arising from the sale, lease or transfer of the business.

ARTICLE NO. 27 – HOURS OF WORK AND OVERTIME

27.1 **Hours of Work** – The Company retains the right to schedule hours of work of Employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

27.2 Compensation for HTS routes worked will be paid as outlined in Schedule "A" and includes time spent fueling, routing issues, traffic delays, deadhead, cleaning of the interior of the bus (daily sweeping, emptying of garbage, wiping of the dash and cleaning interior windows) as required and performing circle checks.

Drivers on regular routes (A.M. or P.M. school runs) who report for work shall not suffer a loss of earning for failure to operate a route where such failure is due to mechanical failure of the bus, inclement weather, hazardous road conditions or school closures.

Compensation for charters, shuttles or rescues will be paid at the charter rate.

ARTICLE NO. 28 – SCALE OF WAGES

28.1 The Classifications and rates of pay for employees covered by this Agreement shall be set forth in Schedule "A" which shall form part of this Agreement.

28.2 School Bus Drivers shall be paid at their hourly rate outlined in Schedule "A" for all time spent at meetings and/or training. These may include attendance at First Aid courses, refresher "S" Endorsement training, Special Needs training, General meetings, Start-up meetings, Route Assessment meetings, and Health and Safety meetings

ARTICLE NO. 29 - DURATION

29.1 This Agreement shall remain in full force and effect until August 31, 2022

29.2 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to such anniversary date of this Agreement.

Signed _____, 2019

ON BEHALF OF THE EMPLOYER:
First Canada ULC O/A First Student Canada
Airdrie, Alberta

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Keith McWhinnie, Location Area Manager

Ken Jarvis, Business Agent

Kim Mingo
Sr. Director Field Human Resources &
Labor Relations

Dave Cooper, Assistant Trustee

SCHEDULE "A"

A.

DRIVERS		Year 1 09/01/2019	Year 2 09/01/2020	Year 3 09/01/2021
HTS	Urban	\$91.23	\$93.05	\$94.91
	Rural	\$94.88*	\$96.78*	\$98.72*
Charter		\$17.28	\$17.62	\$17.97
Training		\$20.00	\$20.40	\$20.81
Non-Revenue		\$15.00	\$15.30	\$15.61
Lead Driver		\$5.40	\$5.51	\$5.62

*Plus an additional twenty-two cents (\$0.22) per kilometer for all kilometers that are driven over one hundred (100) kilometers per HTS Route.

MECHANICS	Year 1 09/01/2019**	Year 2 09/01/2020	Year 3 09/01/2021
Legacy Tech	\$40.26	\$41.06	\$41.89
Tech	\$36.88	\$37.62	\$38.37
TIC Premium	\$1.00 per hour	\$1.00 per hour	\$1.00 per hour
Lead Hand	\$0.52 per hour	\$0.52 per hour	\$0.52 per hour

** After ratification, Mechanics will be entitled to a one-time bonus of one thousand five hundred dollars (\$1,500.00) for each mechanic employed as of the date of ratification.

SCHEDULE "B"

Charters

1. Return charters shall be paid in accordance with Schedule "A" and shall be guaranteed a minimum of two (2) hours pay. If the return charter assignment exceeds two (2) hours the employee performing the work shall be guaranteed four (4) hours pay and shall not attract the overtime premium unless the charter itself exceeds eight (8) hours.
2. One-way charters shall be guaranteed a minimum of one (1) hour pay. Any additional hours shall be paid in accordance with Schedule "A".
3. Drivers wishing to perform public charter work will advise the Company in writing and their name will be placed on the charter list in order of seniority by area. Drivers will rotate to the bottom of the list as they are assigned charter work or refuse charter work.

Drivers wishing to perform in time school charters work will advise the Company in writing and their name will be placed on the charter list in order of seniority by area. Drivers will rotate to the bottom of the list as they are assigned charter work or refuse charter work.

School charters will be assigned to drivers from the charter list at the chartering school based on bus size.

Drivers will be assigned from the charter list based on driver availability, bus size and seniority.

4. Three (3) refusals in one (1) month will result in removal of the driver from the charter list for a period of thirty (30) calendar days.
5. Any other charter will be assigned from the charter list based on proximity to the charter and the drivers availability of the start time.

The areas of proximity are considered to be: **Crossfield, Kathryn, Drumheller, Strathmore, Chestermere, Airdrie, Beiseker, Langdon and Indus.**

6. Customer requested charters will be assigned to the driver requested by the chartering party if the driver is available. Such request must be made in writing by the chartering party. Any requested charter will count in the rotation.

Charter Assignments

A copy of the charter assignment sheet will be placed daily in the charter assignment binder. Charter Assignments will remain in the binder for fourteen (14) days. The binder will be secured in the office. No reproduction of the charter assignment sheet may be made without the expressed and written permission of the company.

7. The signup board will be revised twice per school year, in September and March. A driver may only add themselves or remove themselves from the signup board at the September and March signup.

Drivers will be assigned from the posting based on driving record, availability, experience and the availability of regular rate hours.

Drivers operating overnight charters will be reimbursed twelve dollars (\$12.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty dollars (\$20.00) for supper upon presentation of receipts. Payment for meals will be dependent on the operation time of the charter.

8. Regular Spare Drivers shall be included in the selection process only after all eligible drivers who have signed up for Charters have been offered the work.
9. Recurring charters during the summer break shall be posted.

The Company provides service for two (2) types of charters.

- a) Public Charters
- b) School Charters
- c) The Company shall ensure the after-hours emergency contact number and customer contact information is included on all charter assignment documentation.

The following procedures apply to the assigning of these charters.

Public Charters

- A public charter board to do evening, weekend and out of town charters will be created, the signup board will be revised twice (2) per school year, in September and March.
- Drivers will be assigned from the posting based on driving record, availability, experience and the availability of regular rate hours.
- Regular Spare Drivers shall be included in the selection process only after all eligible drivers who have signed up for Charters have been offered the work.

APPENDIX "A"

Maintenance Department - CLASSIFICATIONS AND RATES OF PAY

A. For any shift that commences after 17:59 and prior to 02:59 the Night shift premium three dollars (\$3.00) per hour in addition to their regular hourly wage.

B. **PAY AND WORKING CONDITIONS**

Mechanics - non certified or

4 th year apprentice	90%	90%	90%
3 rd year apprentice	80%	80%	80%
2 nd year apprentice	70%	70%	70%
1 st year apprentice	60%	60%	60%

C. **General**

An employee shall lose all seniority, his name shall be removed from the seniority list and the employee shall be deemed terminated by the Company for any one (1) of the following reasons:

a) The Company may require Lead Hand(s). If required, the employee(s) will be chosen based on qualification, if qualifications are equal then by seniority will be the determining factor.

D. **Clothing Allowance** – The Employer agrees to provide all Licensed Mechanics and Apprentice Mechanics, on an exchange and as required basis, with a winter coat.

Maintenance Employees shall be provided with clean Hi Vis coveralls on the basis of five (5) per week for Licensed Mechanics and Apprentice Mechanics and three (3) per week for the Service Person and appropriate rain wear for Wash Bay employees. For summer months Cardinal Coach Lines ULC will supply Mechanics work pants, and Button up shirts all to be light color not dark blue.

The Employer will supply gloves, dust masks, non-prescribed safety glasses, hard hats where required and hearing protection (Muffs or ear buds).

E. **Tool Allowance** – the company agrees to pay Licensed Mechanics and Apprentice Mechanics an annual tool allowance of six hundred and fifty dollars (\$650.00) to be paid in August of each year, commencing in 2015. Company to provide insurance coverage for mechanics tools with a limit of twenty thousand dollars (\$20,000.00) per mechanic.

Employees working less than a full twelve (12) months prior to August will have this amount prorated.

F. **Boot Allowance** – The Company Agrees to pay all employees an annual boot allowance of one hundred and sixty-five dollars (\$165.00) to be paid in August of each year, commencing in 2019.

Employees working less than a full twelve (12) months prior to August will have this amount prorated.

G. **Winter Coats** - The Company agrees to supply, as required, reflective winter coats, pants or coveralls for all maintenance Employees.

H. When a Mechanic is requested to travel overnight from base of employment to work at another location, then the Company will pay for all lodging expenses, airplane tickets and rental vehicles, and be provided a per diem of forty-seven dollars (\$47.00) for meals.

I. Mechanics will be provided two (2) days per year to use for sick days. Sick days will be paid and there will be no carryover of sick days year to year. A doctors note may be requested by the Company.

APPENDIX "B"

Overtime Conditions

A. The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- i. Except as provided in Section 1 (a) above, all time worked before or after the regularly established shift for that employee and which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one and one-half (1 1/2).
- ii. Overtime on a call-out or call-back basis will be allocated geography then by Seniority provided the senior employee is available and qualified to perform the work.

Maintenance Shop employees who are requested by the Company to report for duty on a call – out or call - back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of three (3) hours pay.

B. Shift overtime shall be allocated first to the mechanic performing the work then whenever possible on the basis of geography by seniority on a voluntary manner provided the person is capable of doing the job; however, upon reaching the bottom of the list with respect to seniority, the junior employee by geography shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior employee whose shift ends at the time the overtime commences.

APPENDIX "C"

BANKED OVERTIME

A. All full-time hourly employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:

1. Effective January 2016 - An employee will be allowed to accumulate hours to a maximum bank equivalent to forty (40) hours straight time pay in each calendar year.
2. Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation –

<u>Overtime Worked</u>	<u>Hours Accumulated</u>
One (1) hour	One and one half (1 ½) hours

3. For terminated or laid off employees, all accumulated hours in the employee's bank shall be paid out in total on their final pay.
4. The overtime accumulation may be for forty (40) hours and once declared the arrangement shall be in effect until these have been accumulated each year and thereafter until notice is provided to change their declaration.
5. Accumulated hours will show on an employees pay statement to indicate the period in which they can be taken as outlined below. Employees will see two amounts, one showing the Banked Overtime Available to be taken and the other to show the year to date Banked Overtime accrued for the following year.

B. Employees will be allowed to book their accumulated banked time under the following conditions:

1. All banked overtime earned as at December 31 each year must be taken between April 1st and August 14th inclusive of the following year. Any accumulated banked overtime from the prior year not taken by August 14 will be paid out to the employee.
2. Employees who have accumulated forty (40) hours banked overtime shall be entitled to utilize the time in no less than single day increments.
3. All requests for banked overtime days must be submitted in writing with fourteen (14) days prior notice.

APPENDIX "D"

Rest Periods and Breaks Mechanics

An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during the first half of any shift. Hourly rated employees working the four ten hour shift schedule shall be entitled to one (1) break not in excess of twenty (20) minutes during both the first half and second half of such four-ten hour shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes but less than two (2) hours, that employee shall enjoy the option of but shall be entitled to a paid meal break not in excess of fifteen (15) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's Terminal, Maintenance Shop, Yard areas or as otherwise specifically directed by the Company. Or.

- A. Employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes such meal period shall be unpaid. Employees shall, except by mutual agreement between the parties hereto, take two (2) fifteen (15) minute paid breaks in an eight (8) hour continuous working period.
- B. No employee shall be compelled to take their lunch period before they have been on duty three and one-half (3 ½) hours or after they have been on duty five (5) hours. An employee working the four – ten hour shift schedule shall not be compelled to take Their lunch period before they have been on duty four and one – half (4 ½) hours or after they have been on duty six (6) hours

APPENDIX "E"

- A. The Vacation year shall be January 1st until December 31st each year. Vacations are to be taken at times mutually agreed upon between the Company and the employee. Vacation must be taken in the year they are accrued. At the Company's discretion, which will not unreasonably be withheld, one employee at any given time, may be allowed to take vacation during the Company's traditional blackout period between August 15th and September 30th of each year.
- B. All Employees shall be entitled to two (2) weeks' vacation after they have completed their First full year of service. Such vacations are to be taken at times mutually agreed upon between the Company and the employee.
- The amount of Vacation pay shall be at the rate of four percent (4%) of gross earnings for all Employees and Temporary employees with the equivalent years of service.
- C. Employees who have completed three (3) years of service shall in the years of service subsequent to the third (3) anniversary date of employment earn vacation at the rate of three (3) weeks per year.
- Vacation pay will be at the rate of six percent (6%) of gross earnings for all Employees and Temporary employees with the equivalent years of service.
- D. Employees who have completed eight (8) years of service shall in the years of service subsequent to the eight (8) anniversary date of employment earn vacation at the rate of four (4) weeks per year.
- Vacation pay will be at the rate of eight percent (8%) of gross earnings for all Employees and Temporary employees with the equivalent years of service.
- E. In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.
- F. Ten percent (10%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification and a maximum of twelve (12) employees in each classification.
- Maintenance employees who have vacation that exceeds the above schedule will be grandfathered at their current allotment.
- Grandfathered employees include Mike Russell.
- Blackout period will be from 8/15 to 9/30**
- G. Vacation pay shall be issued to the employee one (1) pay period prior to the employee's vacation.
1. For the purpose of filling temporary vacancies during vacation periods, the Company shall, upon completion of the final vacation schedule and not later than February 15th, post a schedule of temporary vacancies requiring coverage. Employees will be allowed two (2) weeks from that time to indicate their temporary vacancy preference on a form provided by the Company.
- The Company shall award the temporary vacancies to qualified employees in seniority order. Changes and additions after this initial posting shall be filled at the Company's discretion.
- Employees shall be allowed to book their vacation in increments of one (1) day, subject to company approval.
- Such single day increment vacation may only be booked after the final vacation schedule is posted on or before February 1.

APPENDIX “F”
Maintenance Only

RRSP — Effective January 1, 2015 — Eligible employees may participate in the RRSP program that allows employees to contribute up to six (6) percent of their base pay into the program. The Company will match fifty (50%) percent of the employee’s actual contribution. The Company match will not exceed three (3%) percent of the employee’s base pay.

Full time Maintenance employees who wish to maintain their benefits during a leave of absence granted must provide the company with a check for the Full costs of the benefits premiums prior to the first day of the leave of absence. Failure to do so will result in the benefits being cancelled and the employee will have to re-apply for benefits subject to the plan.

LETTER OF UNDERSTANDING # 1

**BETWEEN: CARDINAL COACH LINES ULC dba FIRST STUDENT CANADA,
Airdrie, AB
(hereinafter referred to as the "Company")**

**AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")**

Employees who live beyond a twenty (20) kilometer radius of the identified Safety Meeting location for their driving area will be paid for travel time ***from their last drop off to the identified Safety Meeting Location using the most direct route*** relating to safety meetings if:

1. They drive their own personal vehicle, or
2. Drive a school bus, with the written expressed permission of the Location Manager

They will be compensated for travel time at non-revenue rate or Alberta Minimum Wage, whichever is greater.

Employees will make every attempt to attend the meeting for their driving area on the specified date, there will be no payment for travel time for drivers that choose the make-up meeting on an alternate date as per the following example:

"Driver A drives in Airdrie and cannot attend the meeting on <DATE> for their area, and elect to attend the meeting in Chestermere to meet the attendance requirement or vice versa."

Employees that are not able to attend the Safety Meeting for their designated area are offered the opportunity to *attend the make-up meeting session*. This meeting occurs on a separate day from the primary meeting and does not qualify for travel pay.

If the Employee is unable to attend the make-up meeting session. The Company will continue to offer a worksheet package to be completed in a (2) week timeframe to meet the Safety requirements; there will be no qualification for travel pay through this option.

Signed _____, 2019

ON BEHALF OF THE EMPLOYER:
First Canada ULC O/A First Student Canada
Airdrie, Alberta

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Keith McWhinnie, Location Area Manager

Ken Jarvis, Business Agent

Kim Mingo
Sr. Director Field Human Resources &
Labor Relations

Dave Cooper, Assistant Trustee

LETTER OF UNDERSTANDING # 2

**BETWEEN: FIRST CANADA ULC O/A FIRST STUDENT CANADA
Airdrie, AB
(hereinafter referred to as the "Company")**

**AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")**

RE: AMENDMENT TO TRAINING CLASSIFICATION RATES OF PAY

Whereas, the Parties are bound by a Collective Agreement with an expiry of August 31, 2022;

Whereas, the Training classification is contained within the Parties' Collective Bargaining Agreement in Schedule A;

Whereas, the Parties previously negotiated hourly rates of pay for the Training classification in Schedule A; and

Whereas, by mutual agreement in writing, the Parties can amend provisions of the Collective Bargaining Agreement, the Parties hereby agree as follows:

1. Effective the first day of the first pay period following signing of this Letter of Understanding, the Training hourly rate of pay in Schedule A shall be amended as follows:

From: "17.55" to: "20.00"

2. Effective September 1, 2020, the Training hourly rate of pay in Schedule A shall be amended as follows:

From: "17.90" to: "20.40"

3. Effective September 1, 2021, the Training hourly rate of pay in Schedule A shall be amended as follows:

From: "18.26" to: "20.81"

4. The terms of this Letter of Understanding are agreed to on a without prejudice basis.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

Ken Jarvis, Business Agent

Date: _____

Date: _____

LETTER OF UNDERSTANDING # 3

**BETWEEN: FIRST CANADA ULC O/A FIRST STUDENT CANADA
Airdrie, AB
(hereinafter referred to as the "Company")**

**AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")**

Whereas the Parties are bound by a Collective Bargaining Agreement;

Whereas in the course of discussions, the Parties have discovered an error in Article 29.1 of the Collective Bargaining Agreement; and

Whereas the expiry date of the Collective Agreement has been found to be in error, the Parties hereby mutually agree as follows:

1. In Article 29.1, "August 31, 2021" shall be amended to read: "August 31, 2022."
2. The Parties agree to reprint booklet copies of the Collective Bargaining Agreement and do so on the same cost shared basis as the initial booklet printing.

ON BEHALF OF THE COMPANY:

Date: _____

ON BEHALF OF THE UNION:

Ken Jarvis, Business Agent

Date: _____