

COLLECTIVE AGREEMENT

BETWEEN

**CARDINAL COACH LINES ULC
Dba First Student Canada
Peace River, Alberta
Branch 34060
(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**

THIS AGREEMENT IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2022

TABLE OF CONTENTS

PREAMBLE.....	1
SCOPE OF THIS AGREEMENT	1
UNION SECURITY	1
Employee Definition	2
School Bus Drivers.....	2
Casual Drivers.....	2
Maintenance Employees.....	2
Town Industrial Driver	2
Site Industrial Driver.....	2
PROBATIONARY PERIOD.....	2
MANAGEMENT RIGHTS.....	3
Discipline Procedure	3
Conflicting Agreement.....	3
GENERAL	3
Training	3
Professional Behaviour	4
Discrimination & Workplace Harassment.....	4
Provisional Transportation	4
Committees	4
Employee Representation.....	5
SENIORITY	5
Promotion.....	6
General Leave.....	6
SCHOOL BUS DRIVER PAY & WORKING CONDITIONS.....	6
Driver Trainers	6
Park-out Drivers	7
Cell Phone.....	7
School Bus Servicing Pay.....	7
Storm Days and Cancelled Service	7
Charters	7
Return City Charters	7
One-way City Charters.....	7
Drivers Wishing to Perform Charters	7
Out-of-Town Charters	7
Overtime Pay	8
End of School Year	8
Vehicle Maintenance.....	8
Medical Exam.....	8
Bereavement Leave	8
Witness Attendance	9
Technological Change	9
Boot Allowance	9
MAINTENANCE PAY & WORKING CONDITIONS.....	9
Mechanics	9
Clothing Allowance.....	9
Tool Allowance.....	10
Boot Allowance	10
STATUTORY HOLIDAYS	10
Payment for Statutory Holiday	10

TABLE OF CONTENTS (Con't)

VACATIONS	10
Drivers	10
Maintenance.....	11
HEALTH & WELFARE	11
MATERNITY/PARENTAL LEAVE	11
GRIEVANCE PROCEDURE	11
Time Limit to Institute Grievance	11
Step 1	12
Step 2	12
Step 3	12
Grievance Panel	12
Step 4	13
NO STRIKES OR LOCK-OUTS	13
SAVING CLAUSE	13
GENERAL	13
TERMINATION & AMENDMENTS	14
APPENDIX - INDUSTRIAL DRIVERS	15
Preamble	15
Scope of Agreement	15
Union Security.....	15
Management Rights	15
General	15
Seniority	15
Industrial bus Driver Pay and Working Conditions	15
Driver Trainers	15
Cell Phone.....	16
Bus Servicing Pay.....	16
Overtime Pay	16
Park Out Drivers.....	16
Boot Allowance	16
Medical Exam.....	16
Bereavement Leave	16
Witness Attendance	17
Technological Change	17
Maintenance Pay and Working Conditions	17
Statutory Holidays	17
Vacations	17
Health and Welfare	18
Maternity/Parental Leave	18
Statutory Holidays	18
Grievance Procedure	18
No Strikes or Lockouts	18
Saving Clause	18
Termination and Amendments	18
SCHEDULE "A"	19
Rates of Pay	19

ARTICLE NO. 1 - PREAMBLE

The Company and the Union agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, 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. 2 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to employees as described in the Certificate of the Board of Industrial Relations, No.140-2009 being: Cardinal Coach Lines ULC, Branch 34060 described as all employees of First Student Canada in Peace River except office and clerical personnel.

Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE NO. 3 - UNION SECURITY

- A. The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as School Bus Drivers, Mechanics, Industrial Bus Drivers and Wash Bay as per Certification.

Each new employee when hired by the Company must become a member of the Union on the first day of the month immediately following FOURTEEN (14) calendar days from the date of employment or be replaced.

All School Bus Drivers, Mechanics, Industrial Drivers and Wash Bay who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Employer agrees that when it hires new employees, the Employer shall have such new employees fill in the required Union Application for Membership cards on date of hire and mail same in to the Union office.

The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and /or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first two (2) pays of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, and date of hire.

The Monthly Check –Off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, and date of hire.
- Terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).

If an employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the local union. Probationary employees included.

There shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

B. EMPLOYEE DEFINITION

1. School Bus Drivers

- a) have completed their probationary period
- b) have made themselves available to the Company for the regular am/pm school runs
- c) have joined the Union

2. Casual Drivers

- a) will pay Union dues (at a rate to be defined)
- b) called on an incidental basis to cover immediate shortages of manpower and will be paid as outlined in this Collective Agreement
- c) Casual Drivers will be carried on a separate casual driver's seniority list and will be called on by seniority
- d) Casual Drivers will not displace Full-time or Part-time Drivers

3. Maintenance Employees

- a) have completed their probationary period
- b) have joined the Union
- c) Classifications within the Maintenance Department include Mechanic, Apprentice Mechanic and Bus Washer

4. Town Industrial Drivers

- a) have completed their probationary period
- b) have made themselves available to the Company for the industrial work
- c) have joined the Union

5. Site Industrial Drivers

- a) have completed their probationary period
- b) have made themselves available to the Company for the industrial work
- c) have joined the Union

C. PROBATIONARY PERIOD

Each employee hired shall have a probationary period of forty-five (45) worked days from the date of hire. During the probationary period the Company may terminate the employee for any justified reason at its discretion. Upon successful completion of the probationary period, the seniority shall be effective from the original date of employment in the position and shall be entitled to all rights and privileges of this Agreement.

ARTICLE NO. 4 – 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, services to be performed and the methods, procedures and equipment to be used in connection therewith.

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.

A. DISCIPLINE PROCEDURE

1. An Employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Union. The incident causing such disciplinary record will not be taken into account to compound other disciplinary actions taken against the Employee if there has not be a similar disciplinary incident in the previous twenty-four (24) (Safety Related Only) or eighteen (18) months.

With reasonable notice any Employee may request to see their file and the Company will comply with such request.

2. Except as provided in 3 below, all discipline must be issued within five (5) days from date of incident once made aware to Employer, excluding Saturday, Sunday and Holidays or it will be null and void and removed from the employee's record.
3. In cases where employees become involved accidents or other incidents whereby determination of fault is dependent upon investigations or reports by the police or government inspection officers, the above specified time limits will commence from the date the results of such investigations and reports are made available to the Company and the Union.

B. CONFLICTING AGREEMENT

The Company agrees not to enter into any agreement or contract with an 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.

ARTICLE NO. 5 – GENERAL

A. TRAINING

1. Whenever operationally possible driver trainees will be provided training on the route they will operate.

2. Employees instructed to attend mandatory Company safety and/or training meetings outside the employee's scheduled working hours shall be given reasonable notice, in writing of the meeting and will be paid a minimum two (2) hours pay at the hourly rate for all time spent at such meetings and/or training. The Company will make every effort to notify employees on any cancellations in a timely fashion. The Employer will pay out of town drivers, using their own personal vehicle, for travel time required for all mandatory meetings at the non-revenue rate outlined in Schedule A.
3. Newly hired Special Needs Drivers and Aids will be provided with training designed to assist in the handling of special needs children.

B. PROFESSIONAL BEHAVIOUR

It is agreed that in both personal behaviour and equipment operation, drivers must act in a professional manner and exercise their best efforts in the promotion of the Company's interest.

C. DISCRIMINATION AND WORKPLACE HARASSMENT

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion with respect to any employees by reason of age; race; color; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting illness or disease; ethnic, national or aboriginal origin; marital status; source of income; political belief, membership or activity in the Union, affiliation or activity; except as authorized by the Human Rights Act.

The Company and the Union are committed to providing a harassment free workplace as provided for in the policy outlined in the "First Canada Employee Handbook". Further, the Employer agrees that there will be no discrimination with respect to any employee by reason of their membership or activity in the Union.

D. PROVISIONAL TRANSPORTATION

Any County driver who is unable to do their run because of mechanical breakdown will be paid for that run in its entirety. In the application of this language the driver is required to operate with a replacement bus when provided

Company designated park-out Drivers will be permitted to take a bus home between runs provided the driver gives assurance he/she shall endeavor at all times to make certain the bus is able to make the succeeding run. Negligence or abuse of this privilege may result in disciplinary action.

E. COMMITTEES

1. The Company and employees shall form a Health & Safety Committee to ensure compliance with all aspects of the Occupational Health and Safety legislation. The Committee will consist of up to two (2) Management personnel and three (3) Union members; one (1) shall act as chair and be responsible for the taking and distribution of meeting minutes. The Union Committee members shall be elected and the Committee will meet monthly as per OH&S requirements. Minutes will be taken and posted within one (1) week of meeting. Union members will receive hourly pay at the applicable regular hourly rate for the time in attendance at each meeting.
2. The Employer and the Union agree to establish a Labour-Management Committee consisting of not more than two Union Shop Stewards and not more than two representatives of the Employer. Shop Stewards will receive hourly pay at the applicable regular hourly rate for the time

F. **EMPLOYEE REPRESENTATION**

1. The Union members shall elect, or the Union may appoint, two (2) Shop Stewards and one (1) alternate Shop Steward. Upon written notice to the Company of such election, or appointment, the Company shall recognize such Shop Stewards and shall not discriminate against them for lawful Union activity.
2. Authorized Agents of the Union may request, and will be granted, access to Company premises during regular working hours for the conduct of Union related business.
3. The Company shall make available, at the Branch, a suitable place for the posting of Union notices, provided they are authorized and signed by an Officer of the Local Union.
4. One (1) Shop Steward will be allotted one (1) hour paid time at the non-revenue rate outlined in Schedule A to meet with new members to familiarize and introduce them to the Collective Agreement. It is understood that when more than one (1) new employee is involved this process will be done as a group meeting.

- G. Any and all route changes (including bus stops) must be authorized by the customer and approved by the Company prior to implementation.

ARTICLE NO. 6 - SENIORITY

- A. Seniority shall be based on the length of continuous service an employee has been on the Peace River (Branch #34030) payroll, subject to Section B of this Article. Seniority is limited to use within the Employee Classification as defined in Article 3B. School Bus drivers do not accrue Industrial Driver seniority nor to Industrial Drivers accrue School Bus seniority.

For clarity, an employee changing classifications, Example: School Bus to Industrial Driver – will use total Company seniority to determine vacation entitlement however classification seniority will be used to bid the entitlement. This driver would be placed on the bottom of the Industrial seniority list with full Company seniority.

- B. An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work after layoff or leave of absence.
In the event of 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 until thirty (30) days prior to return date to notify the Company of their intentions. Failing notification, an employee will lose all seniority rights.
4. If he/she is absent from work for more than three (3) consecutive days without permission of his/her immediate supervisor. Permission will not be unreasonably withheld.
5. Has accepted a position outside the scope of the bargaining unit for a period in excess of ninety (90) days.
6. Where the Employee is on lay-off for a period of twelve (12) months.
7. Fails to advise the Employer, if the Employee was aware, or should have been aware or if for any reason (except medical) the license, classification or endorsement is cancelled, suspended or otherwise revoked.

- C. 1. Seniority shall prevail in the event of layoffs, with the junior employees being laid off first.
- 2. The Company agrees to re-hire laid off employees on a seniority basis commencing with the last employee laid off.
- 3. The Company will issue a Record of Employment, within TEN (10) days after the last cut off.
- 4. A seniority roster of all employees covered by this Agreement showing name, Classification and date of last entry into the service of the Employer shall be revised and posted every ninety (90) days. Employee's seniority shall carry-over from one (1) year to the next. The Employer shall also provide a copy to the Union.
- 5. Any employee wishing to protest their seniority must do so by formally reducing their protest to writing and submitting same to their supervisor and the Union within THIRTY (30) days of the posting of said Seniority Listings.

D. **Promotion**

When an employee within the Bargaining Unit covered by this Agreement receives a leave of absence to take a position within the Company 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.

E. **General Leave**

- 1. If, in the opinion of the Employer operational requirements permit, a request for a leave of absence without pay may be authorized. Whenever possible, request for a leave of absence 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 will not be unreasonably withheld.
- 2. No employee shall be granted a leave to engage in alternate employment.

ARTICLE NO. 7 – SCHOOL BUS DRIVER PAY AND WORKING CONDITIONS

- A. 1. Each Driver shall be paid at the daily flat rate of pay for the route operated as outlined in Schedule "A".

The daily flat rate payment will be the total compensation for the time spent performing all driver related duties including deadhead, circle checks, pre-trip, fueling, bus wash and interior cleaning.

The Company shall provide all cleaning supplies required by the driver to complete all bus cleaning duties.

Based on the current route structure and kilometers rates will be as shown in Schedule "A".
- 2. Driver Trainers – will be paid a one dollar and thirty cents (\$1.30) per hour premium on the charter rate while training.

3. Park-out Drivers – for the months of November, December, January, February, March and April, all Park-out Drivers will be paid fifty dollars (\$50.00) per month as plug-in allowance. The total amount will be paid in May following the winter season.
4. Cell Phone – if requested by the Company, a driver providing his/her personal cell phone will be compensated at a rate of twenty (\$20.00) per month payable at the completion of the school year. The Government Income Tax Form T2200 for Cell Phone use will be supplied to the Driver with the T4. Cell Phone is a requirement of employment.
5. School Bus Servicing Pay – Out-of-town school bus drivers bringing their bus to the shop for required servicing will be paid the non-revenue rate, as outlined in Schedule “A” for all hours in excess of the normal workday.
6. **Storm Days and Cancelled Service**
 1. School bus drivers will ensure that work will be performed if reasonably possible but it is understood weather conditions may interrupt the safe operation of their vehicles.
 2. The Driver will receive the full days pay and mileage.
 3. A driver confronted with a situation on board that is threatening can stop, secure the bus and request assistance from dispatch. It is understood that the Company, Driver and when available a representative of the school or school boards, will meet to reach a resolution with respect to safety when a threatening or unsafe work situation exists.

7. **Charters**

1. Return charters will be paid the greater of two (2) hours minimum or hours worked at the charter rate.
2. One-way charters will be paid a minimum of one (1) hour minimum or hours worked at the charter rate.
3. Drivers wishing to perform charter work will advise the Company in writing and their name will be placed on the charter list in order of seniority. 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.

Any other charter will be assigned from the charter list based on charter start time, driver ability to get to the charter on time and bus size
4. Three refusals in one month will result in removal of the driver from the charter list for a period of thirty (30) calendar days.
5. Recurring school programs requiring transportation will be bid on a seniority basis for the duration of the school terms.
8. 1. In the event of the assignment of extra work above that of a driver’s regular route, he shall be compensated for any additional kilometers at the \$0.15 kilometer rate as well as any additional hours at the applicable school bus charter rate outlined in Schedule A.
2. Bus Servicing Pay – Drivers bringing a bus to the Grande Prairie shop for servicing will be paid the hourly rate, minimum five (5) hours paid, at the non-revenue rate – Schedule A.

9. Every pay period, pay stubs for all out-of-town drivers will be mailed to their mailing address on file with the Employer.
- B. **OVERTIME PAY** – Any driver working in excess of eight (8) hours per day will be paid at one and one-half (1 ½) the regular hourly rate of pay for hours in excess of eight (8) hours. In the application of this language the Company reserves the right, in all instances, to assign work in such a way as to eliminate the payment of overtime hours.
- C. When a driver finishes work at the end of the school year and indicates to management that he is returning next year, his run is held for him.
- D. Open runs must be posted for bid. The company shall have the authority to allocate work to personnel having regard to geographical location, qualifications and seniority. When location and qualifications are relatively equal, seniority shall be the determining factor.
- E. All bids to be signed for in person by the drivers. If a driver is unable to sign in person, bids can be done by proxy or by telephone.

There shall be no job bumping privileges, except in the case of senior employees being displaced on their routes/runs by layoff or route discontinuance. The senior employees may exercise their seniority over junior employees in the same classification and be placed on a route/run of their choice. The senior employees may only exercise this preference once in each case of layoff or route discontinuance.

- F. Pending operational requirements, preference of equipment will be given to senior employees.
- G. Company shall maintain all vehicles in a safe operating condition in accordance with Government of Alberta regulations. The Company will provide adequate forms for the employees to report defects. A driver shall not be required to operate any vehicle that is not safe. In the event of a dispute regarding the safety of the vehicle between the driver and the mechanic, the mechanic will certify the vehicle in writing. It shall be the duty of the employees to promptly report in writing to the Company on all defects in equipment.
- H. Any Company request for a medical examination shall be promptly complied with by all employees providing, however, the Company shall pay for such physical or medical examination and if found fit for duty, the employees will be reimbursed for all regular time lost as a result thereof.
- I. Upon presentation of receipts, employees will be reimbursed up to one hundred and twenty dollars (\$120.00) towards the total cost of medical examinations required to maintain his/her Class 2 Alberta license. Consideration will be given to exceptional circumstances.

J. **Bereavement Leave**

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) days of the death.

Any additional Family Member listed as per the Alberta Employments Standards shall be entitled leave of three (3) unpaid working days.

In the event of the death of a family member not covered above, the employee can make representation for bereavement leave outlining the reasons why it should be granted.

In addition if the service is in excess of two hundred kilometers (200kms) from the Peace River location, two (2) additional days without pay will be granted for a total of five (5) leave days. Any employee who requests additional unpaid time off for bereavement will not be unjustly denied.

- K. Should the Employer receive a traffic violation notice with respect to a specific driver, the Employer must give immediate notice to the employee.

The employee shall have the right to dispute the traffic violation, it is understood the employee must present proof of the legal disposition of the ticket no later than two (2) weeks before the payment due date. Failure to do so will result in a payroll deduction for the amount owing.

L. **Witness Attendance**

An employee covered by this Agreement who is instructed in writing by the Company to attend court, inquests, or other investigation, or is subpoenaed in reference to accidents or other acts which occurred during his regular work day, will be paid all necessary actual expenses in connection with his attendance there at, and will be compensated for loss of pay. It is understood that such reimbursement shall not be for more than their regularly scheduled hours. The employee will be required to furnish proof of Witness Attendance or Witness Fee received therefore, and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Witness Attendance shall, subject to this provision, make themselves available for work before or after required for such duty whenever practicable.

M. **Technological Change**

“Technological Change” means the introduction of equipment different in nature than that previously utilized that is likely to affect the employment security of employees in the Bargaining Unit.

In the event the Employer is considering the introduction of technological change, which results in the layoff of employees or change in the classifications in the Bargaining Unit, the Employer shall provide the Union and employees affected as much reasonable written notice as possible to allow the opportunity for the Union to consult with the Employer on the impact of the technological change.

Where technological change results in the layoff of employees, the Employer shall provide reasonable training and time period to qualify such employees for available work.

Layoffs as a result of technological change will be in accordance with Article 6 Section C. 1 of this Collective Agreement.

- N. **Boot Allowance** – the Company agrees to pay all Employees an annual boot allowance of one hundred and seventy-five dollars (\$175.00) to be paid in August of each year (accompanied by a receipt) when required to wear CSA approved footwear when required by the Customer and/or the OH&S Act.

ARTICLE NO. 8 – MAINTENANCE PAY AND WORKING CONDITIONS

- A. For all mechanics, the normal work day shall be eight (8) hours, excluding lunch breaks. Each mechanic must punch in at the start of the work day; and out at the end of the work day. Overtime will be paid after forty (40) hours per week. Any time in excess of eight (8) hours per day shall be paid at one and one half (1 ½) times the regular rate of pay. Any hours in excess of forty (40) hours per week shall be paid at one and one half (1 ½) times rate of regular rate of pay. All overtime must be approved by a supervisor

- B. **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 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.

The Employer will supply gloves, safety glasses and hard hats

- C. **Tool Allowance** – the company agrees to pay Licensed Mechanics and Apprentice Mechanics and annual tool allowance of five hundred dollars (\$500.00) to be paid in August of each year.

Employees working less than a full twelve (12) months prior to August will have this amount prorated.
- D. **Boot Allowance** – the Company agrees to pay all Employees an annual boot allowance of one hundred and seventy-five dollars (\$175.00) to be paid in August of each year (accompanied by a receipt) when required to wear CSA approved footwear when required by the Customer and/or the OH&S Act.

Employees working less than a full twelve (12) months prior to August will have this amount prorated.
- E. Bereavement Leave, Jury Duty and Technological Change as outlined in Article 7 – Driver Pay and Working Conditions will apply.

ARTICLE NO. 9 - STATUTORY HOLIDAYS

- A. The Company recognizes the following ten (10) Statutory Holidays. The said Statutory Holidays are:

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

If the Government rescinds a holiday, it will be removed

Payments will not apply in periods of lay-off
- B. To be eligible for payment for the above-noted holidays employees must have worked their last complete work day preceding the holiday and their first complete work day following the holiday.

Method of Payment

Employees NOT Required To Work

Eligible employees will be paid an amount that is equal to their regular daily rate.

Employees Required To Work

Eligible employees will be paid an amount that is equal to their regular daily rate plus one and one half times (1 ½) the hourly rate for all hours worked.

Note: SB drivers will keep their current rate until the end of the school year. For the beginning of the 2016-2017 school year, the drivers will do their route mileage sheets and once confirmed it will be that mileage times the kilometer rate plus the base rate that will determine the route rate. This process will be repeated at the beginning of each school year.

ARTICLE NO. 10 – VACATIONS

School Bus Drivers:

Drivers shall receive annual vacation pay at the rate of:

FOUR PERCENT (4%) of gross pay for those drivers with less than five (5) years of service with the Company.

SIX PERCENT (6%) of gross pay for those drivers with five (5) years of service and over.

EIGHT PERCENT (8%) of gross pay for those drivers with seven (7) years of service and over.

Vacation Pay will be paid upon request in minimum increments of ½ day. The vacation amount requested shall not exceed the vacation granted. Vacation pay will accrue from January 1st to December 31st each year. Any remaining vacation pay will be paid out on the first pay period in January.

Maintenance:

FOUR PERCENT (4%) of gross pay for employees with less than five (5) years of service with the Company.

SIX PERCENT (6%) of gross pay for employees with five (5) years of service and over.

EIGHT PERCENT (8%) of gross pay for employees with seven (7) years of service and over.

Management will establish an annual January to December vacation year.

Management will determine the maximum number of employees permitted to take vacation at any one (1) time. There will be a "No Vacation Blackout" during the last two (2) weeks of August and the first two (2) weeks of September.

Vacations selection shall be by seniority. Unless mutually agreed upon, Vacation Time must be taken.

ARTICLE NO. 11 - HEALTH AND WELFARE

Any employee who is hired by the Company as a regular full time Maintenance Employee, after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month immediately following completion of the probation period with the Company.

Effective the first of the month following ratification, the Company agrees to pay the sum of three hundred and ten (\$310.00) dollars per month, for each full time Industrial Driver into the Prairie Teamsters Health and Welfare Plan.

All optional coverage is at employee's expense

ARTICLE NO. 12 - MATERNITY/PARENTAL LEAVE

Maternity and Parental Leave shall be granted in accordance with the provision of the Alberta Employment Standards Code.

ARTICLE NO. 13 - 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 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:

Time Limit to Institute Grievance:

Termination/layoff – Seven (7) calendar days.

All others - Fourteen (14) calendar days.

Such employee will be entitled to representation by a Shop Steward or Union Representative.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

Step 1

Any grievance of an employee shall first be taken up between such employee and the Branch Manager or designate.

Step 2

Failing settlement under Step 1, the grieving party shall reduce his grievance to writing within fourteen (14) calendar days and it will be referred to and taken up between the Secretary or other bargaining representative of the Union and the Company's representative authorized by the General Manager or designate.

Step 3 - Grievance Panel – If the grievance is not settled at Step 2 and whereas the Company and the Union have agreed to a grievance procedure as provided in Article No.13 of the Collective Agreement, and

Whereas the Company and the Union wish to institute an additional procedure for the resolution of grievances.

Therefore, the Company and the Union agree as follows:

Prior to proceeding to arbitration, the grieving Party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving Party will advise the other Party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 2 of the Grievance Procedure.

The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the Parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving Party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the Parties that it is unable to reach a majority decision.

Should the Parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.

The Grievance Panel shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications as set out in Schedule 1 and Schedule 2, hereto attached

Step 4

Failing settlement under Step 2, the matter will be referred to an agreed upon neutral arbitrator who will meet with the parties to hear both sides of the case.

Failing to agree upon a neutral arbitrator, the Alberta Labour Relations Board will be requested to appoint a neutral arbitrator.

The arbitrator's decision will be final and binding and shall be applied forthwith.

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

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

ARTICLE NO. 14- NO STRIKES OR LOCK-OUTS

The Company agrees that it will not cause or direct any lock-out of its employees subject to this Agreement. The Union agrees there will be no strikes or other collective action which will stop or interfere with the school bus service of the Company, during the life of this Agreement.

ARTICLE NO. 15 - SAVING CLAUSE

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. 16 - GENERAL

- A. The necessity of the classification of a Lead Hand will be at the discretion of the Company and they will be a regular employee who will direct the work of the others while performing the same work themselves. They will not have the authority to directly hire, fire, suspend or discipline employees. They will perform basic clerical duties, have no access to confidential personal information and no scheduling duties. Direction to Peers only as directed by Management.

They will be a Member of the Union.

Seniority in the unit shall prevail for layoff purposes or shift discontinuance.

Where the Company designates that a Lead Hand is required, a bid will be posted and the position will be filled with a qualified person that applies for the position. An employee who wishes to receive training to qualify for a Lead Hand position can request such training in writing to the Company.

The Company shall have full discretion in the selection of the Lead Hand however, when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for seven (7) days.

The Lead Hand will receive a one dollar (\$1.00) per hour premium above their regular hourly rate.

- B. Extra work will be offered Classification, Seniority & Qualifications, it will be volunteer from the top down and forced from the bottom up. Employees who are required to work on a mandatory/forced basis will be paid at two (2) times their base rate.

ARTICLE NO. 17 - TERMINATION AND AMENDMENTS

- A. This Agreement shall remain in full force and effect until June 30, 2022.
- B. 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 THIS ____ DAY OF _____, 2020

ON BEHALF OF THE EMPLOYER:

Cardinal Coach Lines ULC
dba First StudentCanada
Peace River, Alberta, Branch 34030

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Timothy Nesbitt, Location Manager

Mary Snyder, Business Agent

APPENDIX – INDUSTRIAL DRIVERS

This Appendix is applicable to the Drivers referred to as "Industrial Drivers" and does not apply to those drivers within the School Bus operation. Where common Collective Agreement language is applicable the notation "Refer to Main Body" is indicated. Where alternate Industrial language is required such language is included in this Appendix.

ARTICLE NO. 1 - PREAMBLE

Refer To Main Body

ARTICLE NO. 2 - SCOPE OF THIS AGREEMENT

Refer To Main Body

ARTICLE NO. 3 - UNION SECURITY

Refer To Main Body

ARTICLE NO. 4 – MANAGEMENT RIGHTS

Refer To Main Body

ARTICLE NO. 5 – GENERAL

Refer To Main Body

ARTICLE NO. 6 - SENIORITY

Refer To Main Body

ARTICLE NO. 7 – INDUSTRIAL BUS DRIVER PAY AND WORKING CONDITIONS

- A. 1. All Industrial Drivers will be guaranteed a minimum of eight (8) hours per day. The eight (8) hours may be split into portions of not less than three (3) hours.

Drivers performing work of less than three (3) hours per assignment or eight (8) hours per day may be assigned other driving or driver related duties. If Drivers perform work that exceeds eight (8) hours, the additional time will be paid at the regular hourly rate. (See Overtime Clause)

All time/guarantee calculations include pre and post trip duties and driving time. Pre and post trip duties include fueling and cleaning of the bus or coach.

There shall be no job bumping privileges, except in the case of senior employees being displaced on their routes/runs by layoff or route discontinuance. The senior employees may exercise their seniority over junior employees in the same classification and be placed on a route/run of their choice. The senior employees may only exercise this preference once in each case of layoff or route discontinuance.

Town based shuttle runs will be bid by seniority. Camp based work will be dispatched by the Company. All hours of work will be subject to the National Safety Code – Hours of service.

2. Driver Trainers – will be paid a one dollar and thirty cents (\$1.30) per hour premium when performing training duties.

3. Cell Phone – if requested by the Company, a driver providing his/her personal cell phone will be compensated at a rate of twenty dollars (\$20.00) per month payable at the completion of the school year. The Government Income Tax Form T2200 for Cell Phone use will be supplied to the Driver with the T4. Cell Phone is a requirement of employment.
4. Bus Servicing Pay - Drivers bringing their bus to the shop for servicing will be paid the hourly rate, for all hours in excess of the guarantee defined in #1 above.
5. OVERTIME PAY – Industrial Driver overtime will be paid for hours worked in excess of eight (8) hours in a day or forty-four (44) hours in a week averaged as per Employment Standards.
6. Upon presentation of receipts, employees will be reimbursed up to one hundred and twenty dollars (\$120.00) towards the total cost of medical examinations required to maintain his/her Class 2 Alberta license. Consideration will be given to exceptional circumstances.
7. Park-out Drivers – for the months of November, December, January, February, March and April, all Park-out Drivers will be paid fifty dollars (\$50.00) per month as plug-in allowance. The total amount will be paid in May following the winter season.
8. Boot Allowance – the Company agrees to pay all Employees an annual boot allowance of one hundred and seventy-five dollars (\$175.00) to be paid in August of each year (accompanied by a receipt) when required to wear CSA approved footwear when required by the Customer and/or the OH&S Act.

B. Company shall maintain all vehicles in a safe operating condition in accordance with Government of Alberta regulations. The Company will provide adequate forms for the employees to report defects. A driver shall not be required to operate any vehicle that is not safe. In the event of a dispute regarding the safety of the vehicle between the driver and the mechanic, the mechanic will certify the vehicle in writing. It shall be the duty of the employees to promptly report in writing to the Company on all defects in equipment.

C. Any Company request for a medical examination shall be promptly complied with by all employees providing, however, the Company shall pay for such physical or medical examination and if found fit for duty, the employees will be reimbursed for all regular time lost as a result thereof.

D. Bereavement Leave

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) days of the death.

Any additional Family Member listed as per the Alberta Employments Standards shall entitled leave of three (3) unpaid working days.

In the event of the death of a family member not covered above, the employee can make representation for bereavement leave outlining the reasons why it should be granted.

In addition if the service is in excess of two hundred kilometers (200kms) from the Peace River location, two (2) additional days without pay will be granted for a total of five (5) leave days. Any employee who requests additional unpaid time off for bereavement will not be unjustly denied

E. Should the Employer receive a traffic violation notice with respect to a specific driver, the Employer must give immediate notice to the employee.

The employee shall have the right to dispute the traffic violation, it is understood the employee must present proof of the legal disposition of the ticket no later than two (2) weeks before the payment due date. Failure to do so will result in a payroll deduction for the amount owing.

F. Witness Attendance

An employee covered by this Agreement who is instructed in writing by the Company to attend court, inquests, or other investigation, or is subpoenaed in reference to accidents or other acts which occurred during his regular work day, will be paid all necessary actual expenses in connection with his attendance there at, and will be compensated for loss of pay. It is understood that such reimbursement shall not be for more than their regularly scheduled hours. The employee will be required to furnish proof of Witness Attendance or Witness Fee received therefore, and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Witness Attendance shall, subject to this provision, make themselves available for work before or after required for such duty whenever practicable.

G. Technological Change

“Technological Change” means the introduction of equipment different in nature than that previously utilized that is likely to affect the employment security of employees in the Bargaining Unit.

In the event the Employer is considering the introduction of technological change, which results in the layoff of employees or change in the classifications in the Bargaining Unit, the Employer shall provide the Union and employees affected as much reasonable written notice as possible to allow the opportunity for the Union to consult with the Employer on the impact of the technological change.

Where technological change results in the layoff of employees, the Employer shall provide reasonable training and time period to qualify such employees for available work.

Layoffs as a result of technological change will be in accordance with Article 6 Section C. 1 of this Collective Agreement.

ARTICLE NO. 8 – MAINTENANCE PAY AND WORKING CONDITIONS

Not Applicable

ARTICLE NO. 9 - STATUTORY HOLIDAYS

Refer to Main Body

ARTICLE NO. 10 – VACATIONS

Industrial Drivers:

Annual vacation will be as follows:

After	1 year of service	2 working weeks
	5 years of service	3 working weeks
	7 years of service	4 working weeks

Pay for each week of annual vacation shall be two percent (2%) of gross wages earned by the employee from the Company during the preceding year.

Management will establish an annual January to December vacation year.

Vacation Pay will be paid upon request in minimum increments of ½ day. The vacation amount requested shall not exceed the vacation granted. Vacation pay will accrue from January 1st to December 31st each year. Any remaining vacation pay will be paid out on the first pay period in January.

Management will determine the maximum number of employees permitted to take vacation at any one time.

Vacations selection shall be by seniority.

ARTICLE NO. 11 – HEALTH AND WELFARE

Any employee who is hired by the Company as a regular full time Industrial Driver, after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month immediately following completion of ninety (90) calendar days with the Company.

Effective the first of the month following ratification, the Company agrees to pay the sum of three hundred and ten \$310.00) dollars per month, for each full time Industrial Driver into the Prairie Teamsters Health and Welfare Plan.

Any premium increases during the term of the agreement will be the responsibility of the employee and shall be deducted from the employee's earnings.

All optional coverage is at employee's expense.

ARTICLE NO. 12 - MATERNITY/PARENTAL LEAVE

Refer to Main Body

ARTICLE NO. 13 - GRIEVANCE PROCEDURE

Refer to Main Body

ARTICLE NO. 14- NO STRIKES OR LOCK-OUTS

Refer to Main Body

ARTICLE NO. 15 - SAVING CLAUSE

Refer to Main Body

ARTICLE NO. 16 - GENERAL

Refer to Main Body

ARTICLE NO. 17 - TERMINATION AND AMENDMENTS

Refer to Main Body

SCHEDULE A

Rates of Pay

Route #	Current	Per/Km	July 1, 2019	Per/Km	July 1, 2020	Per/Km	July 1, 2021	Per/Km
0	\$ 96.69	\$ 0.13	\$98.14	\$ 0.13	\$99.61	\$ 0.13	\$101.10	\$ 0.13
1	\$ 96.69	\$ 0.13	\$98.14	\$ 0.13	\$99.61	\$ 0.13	\$101.10	\$ 0.13
2	\$ 96.69	\$ 0.13	\$98.14	\$ 0.13	\$99.61	\$ 0.13	\$101.10	\$ 0.13
3	\$ 96.69	\$ 0.13	\$98.14	\$ 0.13	\$99.61	\$ 0.13	\$101.10	\$ 0.13

** Formula refers to Article No. 7 – School Bus Driver Pay and Working Conditions Section A.1.

	Current	July 1, 2019	July 1, 2020	July 1, 2021
Industrial Coach Run Hourly Rate	\$ 30.58	\$ 31.04	\$ 31.51	\$ 31.98
Industrial Yellow Bus Hourly Rate	\$ 29.16	\$ 29.60	\$ 30.04	\$ 30.49
Feeder Bus Daily Rate	\$ 69.78	\$ 70.83	\$ 71.89	\$ 72.97
School Bus Charter Rate (hourly)	\$ 17.66	\$ 17.98	\$ 18.30	\$ 18.63
Mechanic Rate (hourly)	\$ 44.39	\$ 45.06	\$ 45.74	\$ 46.43
Non Revenue School Bus Hourly Rate	\$ 15.95	\$ 16.19	\$ 16.43	\$ 16.68
Service Person	\$ 19.97	\$ 20.27	\$ 20.57	\$ 20.88

NOTE: Apprentice Mechanics will be paid in accordance with the guidelines set by the Apprenticeship Board of Alberta

SIGNED THIS ____ DAY OF _____, 2020

ON BEHALF OF THE EMPLOYER:

Cardinal Coach Lines ULC
 dba First Student Canada
 Peace River, Alberta, Branch 34030

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

 Timothy Nesbitt, Location Manager

 Mary Snyder, Business Agent