

**COLLECTIVE AGREEMENT**

**BETWEEN**

**Stock Transportation Ltd.**

**(Hereinafter referred to as "the Company")**

**And**

**TEAMSTERS LOCAL UNION NO. 91**

**Representing Kingston Drivers**

**'Affiliated with the International Brotherhood of Teamsters'**

**(Hereinafter referred to as the "Union")**

**EFFECTIVE FROM: July I, 2015**

**TO: June 30, 2018**

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**ARTICLE 1- PREAMBLE**

**Section 1.1**

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 procedure through which information and problems may be transmitted from one to the other, to promote efficiency and service, and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

**ARTICLE 2 - SCOPE AND RECOGNITION**

**Section 2.1**

The Company recognizes the Union as the sole bargaining agent of all school bus drivers employed by Stock Transportation Ltd. working in or out of 930 Coronation Blvd., Kingston, Ontario, in the City of Kingston and the Islands, Loyalist Township and the Greater Town of Napanee, Ontario, excluding bus monitors, students, sales staff, dispatchers, mechanics, supervisors, and persons above the rank of supervisor.

**Section 2.2**

The word "employee" or "employees" wherever used in the Agreement shall mean any or all of the employees in the bargaining unit.

**Section 2.3**

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

**Section 2.4**

The Company agrees not to enter into any agreement or contract with its employees within the bargaining unit, individually, or collectively, which in any way conflicts with the terms and provisions of the Agreement.

**Section 2.5**

For the purpose of this Agreement, days or working days unless specified shall be defined as Monday through Friday, exclusive of Saturdays, Sundays, PA/PD days, holidays designated in Article 16, and holidays which may be designated by the Tri-Board Student Transportation Services Inc. \*\*

**Section 2.6**

For the purpose of this Agreement, a year shall be from August 1<sup>st</sup> until July 31<sup>st</sup> inclusive.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

#### **Section 3.1**

The Union and the employees covered by this Agreement recognize and acknowledge that it is the exclusive function of the management of the Company to direct the workforce and this shall remain with the Company except as specifically limited by an express provision of this Agreement.

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

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, reclassify, transfer, layoff, recall and suspend or otherwise discipline employees;
- c) determine in the interest of efficient operation and highest standard of service, classifications, hours of work, methods, procedures and equipment to be used in connection therewith;
- 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 these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **Customer Removal**

If the Company is required to remove a driver from a route by the Customer's request, the Company agrees to discuss the matter with the Customer to attempt to adjust the problem.

### **ARTICLE 4 - UNION SECURITY**

#### **Section 4.1**

All employees shall as a condition of employment obtain and maintain Union membership in good standing. For the purpose of this agreement Union membership in good standing shall mean payment of all dues, fines, assessments, and initiation fees. The Company shall ensure all employees complete a "Union Deduction Authorization Form" and "Application for Membership" card as supplied by the Local Union prior to commencement of their employment. The Company must then immediately forward such completed forms and cards to the Local Union Office. Dues Authorization Cards shall remain in effect during the term of an employee's service with the Company.

#### **Section 4.2**

The Company shall deduct from the earnings of each employee covered by this Collective Agreement, monthly dues in the amount certified by the Union to the Company, in writing. Such deductions shall be made bi-weekly and the monthly amount forwarded to the Local Union Office within twelve (12) calendar days from the end of the month in which the deductions were completed. The Company shall use the Union's pre-billing list system. The Company shall update and make the necessary adjustments to the list adding any new employee(s) or an employee(s) who is recalled for hire and give an explanation alongside the name of each employee(s) who appeared on the previous month's check off list for whom a remittance is not made.

#### **Section 4.3**

All employees hired after the date of ratification shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's initiation fees in installments of twenty-five (\$25.00) per month after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Company agrees to remit such monies so deducted to the Office of the Local Union along with a separate list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

#### **Section 4.4**

When remittance is made, the Company shall provide a list of all employees and the sums that were deducted from each employee, using the Union's specified billing format. The Company shall also provide the Union with the employee's name, social insurance number, rate of pay, date of hire, address, telephone number, date of birth, department and any other pertinent information that is practical for the Company to provide. The Union shall be advised monthly of changes in the above employee information.

#### **Section 4.5**

The Company shall show the total yearly Union dues deductions and if applicable, initiation fee deductions on the employee T-4 slips.

#### **Section 4.6**

The Union will notify the Company in writing of any arrears in dues caused for any reason, any assessments or fines, any arrears in initiation or re-initiation fees and the Company shall immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union Office along with the monthly dues as provided for above.

#### **Section 4.7**

A seniority list containing names, addresses, phone numbers, start dates, and route numbers as contained in the records of the Company shall be prepared and forwarded to the Local Union and the Chief Steward office quarterly by September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup> of each year. The seniority list shall include those on lay-off with recall rights.

**Section 4.8**

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees or temporary transfers.

**Section 4.9**

In the event that a probationary employee fails to complete his probationary period, Union dues shall be deducted from his final pay cheque and remitted as above to the Local Union.

**Section 4.10**

The Union agrees to indemnify and save harmless the Company against all claims or other forms of liability that may arise out of, or by reason of deductions or payments made in accordance with this Article.

**Section 4.11**

Upon hiring a new employee the Company will notify that the new employee(s) will have the right to meet with a member of the Steward body within forty-eight (48) hours their start date.

**ARTICLE 5 - UNION REPRESENTATION**

**Section 5.1**

In order to provide an orderly and speedy procedure for the settling of grievances, the Company acknowledges the right of the Union to appoint or elect their Stewards. The Union shall designate one (1) of the Stewards that is appointed or elected Chief Steward. The Union shall have the right to appoint or elect an additional steward for every additional fifty (50) bargaining unit members beyond one hundred and fifty (150) employees.

**Section 5.2**

The Union shall notify the Company of the name(s) of the Stewards before the Company shall be required to recognize them.

**Section 5.3**

Grievance meetings between the parties shall be processed during regular working hours at a time mutually agreeable between the parties. Attendance at such meetings by the steward(s) and the grievor shall not result in a loss of their regular wages. If the Company,



for its convenience or for production needs, requests a meeting hereunder following the end of a shift, the Company agrees to pay the Shop Steward(s) required to be present for the time spent in attendance at such meeting at the driver's rate.

#### Section 5.4

The Company shall notify the Union by registered mail or fax prior to the suspension or discharge of any Steward prior to the taking of the action if possible.

#### Section 5.5

The Union Steward(s) shall be granted up to one (1) day per quarter absence per year without pay to attend Stewards' seminars and educational programs, provided at least five (5) days notice is provided by the Union.

#### Section 5.6

The Business Representative assigned by the Local Union, or his designate, may enter the Company's premises for purposes of administering this Agreement, representation and investigation provided the Company is notified in advance of such visit and permission is granted. Such permission shall not be unreasonably withheld.

#### Section 5.7

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip sheets, route audit sheets supplied to the Company for time measurement purposes from the appropriate outside source, Company route audits, global positioning system reports, personnel disciplinary records or any other applicable measurement tool made available to them within forty eight (48) hours at the Kingston Yard during the office hours of the Company.

#### Section 5.8

Persons outside of the bargaining unit shall not perform work on a job normally performed by bargaining unit employees: provided, however, that this provision shall not be construed as to prohibit persons outside the bargaining unit from performing the following types of work:

- a) in emergencies or in cases arising out of temporary unforeseen circumstances;
- b) in the instruction or training of employees;
- c) in checking operation or to overcome mechanical or related difficulties;
- d) in cases of employee absenteeism;

The Company shall forward to the Union and the Chief Steward on a weekly basis a list of persons outside the bargaining unit who have performed bargaining unit work. Included in this list shall be the reasons for the performance of work normally done by the bargaining unit, total hours worked, the employee that is absent and the route that was covered.

**ARTICLE 6 - STRIKES, LOCKOUTS AND PICKET LINES**

**Section 6.1**

During the term of this Agreement, there shall be no lockout by the Company or any strike, work stoppage or suspension of work either complete or partial for any reason as defined by the Ontario Labour Relations Act by the employees.

**ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 7.1**

A grievance shall consist of a dispute concerning the interpretation, application or the alleged violation of any clause in this agreement, including any question as to whether a matter is arbitrable and including a claim that an employee has been discharged or suspended or disciplined without just cause. Such dispute shall be settled without interruption of the Company's business in the following manner:

**Step One:**

Prior to filing a formal grievance, an employee shall, within five (5) working days after the circumstances giving rise to the grievance has occurred or should reasonably have become known to the Grievor, discuss the matter with his Supervisor or his designate verbally. The Supervisor or his designate shall respond verbally within two (2) working days of the discussion.



**Step Two:**

If the Grievance is not resolved at Step One of the Grievance procedure, the Grievance shall be reduced to writing by the Grievor and the Steward within five (5) working days and presented to the General Manager or their designate. The General Manager or their designate shall arrange a meeting with the Grievor and Steward to discuss the Grievance within five (5) working days of receiving the Grievance and shall give a written response to the Grievance within five (5) working days after the meeting.

**Step Three:**

If the grievance is not resolved at Step Two of the grievance procedure, the grievance shall be submitted to Vice President of Operations or their designate. The Vice President of Operations or designate shall, within ten (10) working days from the day the General Manager rendered his decision, arrange for a meeting between Management Representatives, the Grievor, the Steward and the Business Representative or his designate to discuss the Grievance. The Company shall give a written response to the grievance within five (5) working days after the meeting.

Failing satisfactory settlement being reached at Step Three, the Union shall within thirty (30) calendar days of receiving the decision at Step 3 provide a notice in writing to the Vice President of Operations or their designate of its intention to refer the dispute to arbitration.

Within fifteen (15) working days of a grievance being referred to arbitration the Company and the Union shall agree on a sole arbitrator to hear the grievance. The expenses and remuneration of the arbitrator shall be borne in equal amounts by the Union and the Company. The Arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of the Collective Agreement.

In the event agreement to an arbitrator cannot be reached within fifteen (15) working days either party may apply to the Minister of Labour, Province of Ontario to appoint an arbitrator.

In the case of a suspension or discharge, the grievance may be submitted at Step Three of the grievance process.

Except at Step One (unless by request of the concerned employee), where the employee has a grievance meeting with the Company in Step Two and Three of the grievance procedure the employee shall be accompanied by a union steward.

## Section 7.2

It is the intention of the parties that a Policy or Union Grievance shall be reserved for disputes involving a question of general application or interpretation. These Grievances will be submitted at Step Three of the Grievance Procedure in Article 7.1.

## Section 7.3

Grievances may be delivered by registered mail, e-mail, fax or personally delivered.

Any step of the Grievance procedure may be omitted by the mutual agreement in writing, fax or E-mail confirmed by both parties.

Any time limit fixed during the Grievance procedure may be extended by mutual agreement in writing, fax or E-mail by both parties. Failure to respond by the Company at any Step shall result in the grievance being advanced to the next step.

The time limits in this article shall be deemed to be mandatory unless subject to a mutual extension agreement (see above).

The Company will not be required to consider any grievance which is not presented within ten (10) working days after the circumstances giving rise to the grievance have occurred or should reasonably have become known to the grievor.

The Company shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management would have reasonably become aware of the incident, unless specific information relevant to the discipline is required from a third party. The Union shall be advised of all such delays as soon as possible.

## Section 7.4

An employee shall have the right to Union representation at any meeting called by the Company to advise the employee of any discipline or potential discipline including a verbal discipline, written warning, suspension or discharge except in a situation where the employee is immediately suspended due to a risk of harm to the employee, others and/or Company equipment. The Company shall contact the Chief Steward who shall assign the Union Steward to the employee. In such cases, the Union shall be informed in writing of the action taken within one (1) working day. The parties agree that any document or letter that is disciplinary or non-disciplinary in nature shall not be placed in an employee's file without first giving such document or letter to the employee.

### **Section 7.5**

Where it is determined, through the Grievance process that an employee has been unjustly disciplined, suspended or discharged, the Company shall forthwith compensate the employee for any amounts as agreed between the parties or as determined by arbitration.

### **Section 7.6**

An employee may make an appointment for a meeting with the Company to review the employee's personnel file. Such appointment shall be during the Company's normal office hours. The employee shall be entitled to make a copy of any information contained in their personnel file. Further, the employee shall have the right to reply in writing to any document placed in their personnel file and such reply shall become a part of the employee's record. The employee shall be able to review their file a minimum of every five (5) months.

### **Section 7.7**

Records of any discipline shall be removed from an employee's file if, within the twelve (12) months following the incident providing there has been no further discipline of a similar nature.

### **Section 7.8**

If applicable, an employee's signature on any disciplinary document does not constitute an acceptance of the disciplinary measures, but only receipt of the written confirmation.

## **ARTICLE 8 - SENIORITY**

### **Section 8.1 - Seniority**

Seniority is defined as the length of continuous service in the bargaining unit since the last date of hire.

Drivers shall be divided into two (2) Driver Classifications, Regular and Casual. Regular Drivers shall consist of all drivers who have permanent school routes and Spares. Casual drivers are those employees who drive on a casual basis for the Company and do not have a regular School route assigned on a permanent basis. Seniority for Casual Drivers will be calculated differently than Regular Drivers.- Casual Drivers shall keep all Seniority that they had accumulated prior to ratification of this agreement.

Casual list seniority only accrues years of seniority for those hours in excess of 270 hours in a year.

When a Casual driver successfully becomes a Regular driver, their seniority date will become the date of becoming a Regular driver or years as a Casual driver for those years where hours worked exceed 270. (EX Less than 270 hours in a year = No Seniority accrued, Greater than 270 hours in a year - 1 year of seniority.)

## Section 8.2

The following rules shall apply for filling all vacancies, layoffs and recalls:

- a) The Company will advise the Union by E-mail, fax or mail of all anticipated or actual vacancies. All vacancies shall be advertised over the two-way radio or other device once in the a.m. runs and once in the p.m. runs for three (3) days after the posting of the vacancy.
- b) New or vacant positions that the Company intends to fill shall be posted for three (3) working days at the Kingston Terminal. Qualified spare drivers, banked drivers, and drivers on lay off shall be contacted personally. Postings and communiqués shall include the route number, whether it is a single or double run, total route minutes, general route description, route center point, time of the first pick up and the time of the last drop off. Employees wanting to bid on a posted run shall do so in writing to the Company within the time frame of the posting.
- c) In filling vacancies, the route selection process shall apply. The Company shall inform the successful applicant to a new or vacant position within three (3) working days after the posting period. The Company shall advise the Union and the Chief Steward in writing by E-mail or Fax of all successful applicants to a new or vacant position.
- d) Successful applicants shall begin driving the route within five (5) working days of the end of the posting period and shall have been assigned where the vacancy exists.
- e) In the event of an elimination of a run during the work year, the affected employee shall have the right to:
  - i. accept the layoff with recall rights for eighteen (18) months or move to the Casual Drivers list;
  - ii. bump the most junior employee within a ten (10) kilometer radius of the center point of the employees former route by seniority on a temporary basis if necessary until a route becomes available subject to the route selection process. Bumping provisions are provided in detail in Schedule B.

## Section 8.3

In the event of a layoff or recall, the Company shall consider:

- a) the seniority of the employee;
- b) First option to be applied by the Company shall be from the regular seniority list for the most junior employee, then layoff. In the event of a recall, the Company shall consider the seniority of the employee and the most junior employee on the regular seniority list.



#### **Section 8.4**

The parties agree that from time to time temporary transfers to another Stock location may be necessary and such transfers shall be filled only on a voluntary basis by the employees. If an employee temporarily transfers to another Stock location the employee shall maintain his seniority, wages, and benefits and membership within the Union with the same force and effect as this bargaining unit.

Drivers shall be paid a minimum eight (8) hours daily live time at the driver's current rate each day. Kilometers will be paid at the appropriate rate of \$0.52 for all distances travelled in their own vehicle from the driver's current home location to the travel destination and return.

#### **Section 8.5**

Seniority lists for both Casual and Regular drivers, including the name and employee's date of hire, and route number shall be prepared and posted by the Company with one posted no later than September 30th of any given year and then an updated one on December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>. The Company shall also provide a copy for the Union and the Chief Steward within five (5) days of posting.

#### **Section 8.6**

During the first ninety (90) calendar days of their employment an employee shall be considered on probation during which time he may be discharged or disciplined for any reason at the Company's discretion subject to the grievance and arbitration procedure. After completion of their ninety (90) calendar days probationary period an employee's name shall be placed on the seniority list, with seniority dating from the date he first commenced to work for the Company.

#### **Section 8.7**

An employee's seniority shall be terminated for the following reasons:

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an employee has been laid off and has refused to return to work within forty eight (48) hours after being contacted personally with the exception of the summer lay off, Christmas lay-off, and March break lay-off. When the employee cannot be contacted the Company shall notify the employee by registered mail to his last known address to return to work and he will be allowed no more than five (5) working days from the date of notification to report for duty, unless he provides a bona fide reason;

- d) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days, unless he provides a bona fide reason;
- e) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive months;
- f) if an employee is off work due to illness or disability in excess of eighteen (18) months subject to his rights under the Ontario Human Rights Code and WSIB Act.
- g) if an employee accepts a “non-bargaining unit” position (i.e. office position – full or part-time) within the Company for a period of greater than one (1) year.

#### **Section 8.8**

The Company shall grant a leave of absence of up to thirty (30) days without pay to any employee for legitimate reasons. All such requests for leaves of absence must be given in writing to both the Company and Chief Steward. A reply will be provided to both the employee and the Chief Steward within five (5) working days of the request being submitted. Such requests shall not be unreasonably withheld. When such permission is granted, there shall be no loss of seniority for the time absent. The Company agrees to grant a leave of absence for a maximum of up to five (5) days at a minimum ratio of one (1) per thirty (30) employees without restrictions per week. The leave shall be applied for by the employee a minimum of two (2) weeks prior, and subject to the following:

- a) the leave shall be granted on a ‘first come – first granted’ basis;
- b) employees may revoke the leave in writing to the Company two (2) weeks prior to the leave;
- c) an employee on leave may not request the leave be considered a lay-off under the terms of this Agreement.

The Company shall advise the Union of all leaves that have been granted to all employees under this Section.

### **ARTICLE 9 - SPECIAL LEAVES**

#### **Section 9.1 – Bereavement Leave**

All employees shall be paid bereavement leave as a result of the death of one of the following family members; Spouse, Mother, Father, Daughter, Son, Brother, Sister, Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Step Mother, Step Father, Step-Child and (Same-sex spouse and common-law spouse in accordance with the current Government Regulations).



This leave shall be paid to a maximum of three (3) days at the employee's regular rate of pay. This leave is at the employee's discretion.

The Company may grant a further unpaid leave to an employee to attend the funeral if the death occurs out of province or other circumstances subject to its discretion.

#### **Section 9.2 - Jury Duty**

The Company shall pay the difference between their regular rate of pay and the payment received from the Court when an employee is required for Jury Duty on a normal work day.

#### **Section 9.3 - Witness Duty**

When an employee is required, as part of a court or legal proceeding; to serve as a witness in a matter that arises directly as a result of their employment with Stock, the employee shall not suffer a loss of regular earnings as a result of the time spent in the court or legal proceeding.

#### **Section 9.4 -Leaves of Absence**

Pregnancy Leave, Parental Leave, Family Medical Leave, Personal Emergency Leave, Emergency Leave and Reservists Leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act.

#### **Section 9.5**

Employees shall be given an indefinite leave of absence without pay and without loss of seniority when elected or appointed as an official of the Local Union. Such leave of absence shall be revocable upon four (4) week's notice by the employee.

### **ARTICLE 10 - ABSENCE**

#### **Section 10.1**

The employee, in the case of sickness or accident, shall notify the Company at least two (2) hours prior to his starting time, exclusive of reasonable circumstances beyond the employee's control. Unless stated by the employee at the time of the notice, the Company shall presume that the notice is for the full day and all applicable runs. The Company shall not contact the employee for the remainder of the day.

#### **Section 10.2**

Subject to Section 8.8, absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness in accordance with Section 10.1 of this Agreement. The employee will give the Company appropriate notice of when he is able to return to work. The employee's return to work date will then be arranged. However, an

employee off work as set out above shall not be returned to work out of seniority order if layoffs are in effect.

### Section 10.3

An employee's regular school route will be posted for temporary re-assignment if:

- a) they are unable to work due to a loss of school bus driving qualifications,
- b) their medical leave of absence (with proper medical documentation) exceeds thirty (30) working days,
- c) an employee's medical leave of absence is resolved or the driver has been able to reinstate their driving qualifications they will be returned to their original route.

## ARTICLE 11 - MEDICAL EXAMINATION

### Section 11.1

If a Medical Examination is required as a result of a workplace injury/accident, the cost of the examination shall be borne by the Company.

### Section 11.2

For medical and eye examinations required for licensing purposes or MTO requirements, the Company shall pay up to one hundred dollars (\$100.00) upon submission of a valid receipt.

## ARTICLE 12 - EQUIPMENT

### Section 12.1

The Company shall maintain all vehicles in a safe operating condition in accordance with Ministry of Transportation regulations. Load sizes and all other restrictions shall be strictly enforced by the Company at all times.

### Section 12.2

- a) The Company will reasonably provide flashlights, and batteries as needed for the operation of the buses. At the Company's sole discretion, if it is determined that excessive replacement of flashlights and batteries are needed due to a continual loss of items, Management reserves the right to alter the provision of these items.
- b) The Company shall make available cleaning products and/or sanitizing agents for the driver to disinfect the seats and windows in the bus to minimize the spread of germs to both students and drivers.
- c) Although an AM/FM radio is not required operating equipment for the safe operation of the bus, the Company will endeavour to maintain working units in each vehicle. The

parties agree in the case of a defective radio, it shall not be considered priority maintenance.

#### **ARTICLE 13 - PERSONAL APPAREL**

##### **Section 13.1**

The Company shall provide all reasonable safety equipment related to the performance of bus driving duties including, but not limited to gloves and safety glasses.

The Company shall supply suitable rain wear for all employees of Wheelchair bus units to protect them from the elements.

#### **ARTICLE 14 - HOURS OF WORK**

##### **Section 14.1**

- a) The Company shall continue its present practice of paying bus drivers 'key to key';
- b) Payment for incidentals shall be calculated at thirty (30) minutes per day and be added to the daily calculated rate. Incidentals shall include circle check, reasonable passenger discipline, interior cleaning, and fueling;
- c) Payment of overtime for all hours worked in excess of a normal work day or hours worked on a weekend will be paid in accordance with the Ontario Employment Standards Act.

##### **Section 14.2**

Routes shall be selected as per Schedule B which is an integral part of this Agreement and subject to the grievance and arbitration procedure.

##### **Section 14.3**

All drivers interested in charter work shall sign the charter availability sign-up sheet for the year at the summer start up meeting. Also drivers may sign a charter availability sign-up sheet posted on the bulletin boards in January and April to add their name to the main list. A Charter List shall be posted in a visible location in the Driver's Room and updated bi-weekly in accordance with the pay schedule. This list shall contain the driver who declined and who accepted the charter. From this list all charter work on normal school days shall be offered in order of seniority, on a rotational basis in the geographic zone, providing the work does not prevent drivers from performing their regular route. Also, from this list all other charters shall be designated in order of seniority to qualified drivers. Employees scheduled for charter work shall be paid at their normal hourly rate for each charter route plus incidentals. A list containing the name of the driver that declined, the name of the driver that accepted the charter,

and shall be forwarded to the Union on a bi-weekly basis. Charters cannot interfere with a driver's ability to perform their regular route duties.

#### **Section 14.4**

- a) On any working day when routes must be cancelled due to inclement weather, Company directives, Client directives or Board directives, drivers shall be paid for all hours that would have been worked by the employee. Verification of payment shall be provided if requested by the Union.
- b) In the event that there is a strike or walkout with any School District/Board, and the buses are cancelled, drivers shall be paid as the Company is paid for any days following. Verification of payment shall be provided if requested by the Union.

#### **Section 14.5**

When the Company, a Client, or a School Board schedules a training session the employees shall receive the driver's hourly rate for all time spent in the training session. Employees scheduled for training shall be paid a minimum of one (1) hours pay at the driver's hourly rate for attending any training session. Training in excess of one (1) hour will be paid to the minute for attending the training session. The Company shall endeavour to provide as much notice as possible as to the date, time, place and purpose of any training session.

Mandatory Training shall not be scheduled on PA/PD days.

#### **Section 14.6**

In the event that a driver is called back to work to conduct business on behalf of Stock they will receive their regular rate of pay for all hours worked except where the call back work places the employee in an overtime status by virtue of exceeding the weekly hourly rate requirement as outlined in the Ontario Employment Standards Act 2000.

### **ARTICLE 15 - GENERAL**

#### **Section 15.1**

The Company agrees to permit posting of any notices of Union meetings, functions or communiqués on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an Officer or Business Representative of the Local Union.

#### **Section 15.2**

The Company shall provide the required Joint Health and Safety Committee with the appropriate employee representation. All meeting time shall be compensated at the applicable

driver's hourly rate in accordance with the Occupational Health and Safety Act of Ontario. The Committee shall meet on mutually agreed upon dates and times.

#### Section 15.3

The Company shall provide a telephone number for employees to contact the Company at all times.

#### Section 15.4

The parties shall establish a Labour Management Committee composed of five (5) people for each side. The purpose of the Committee shall be to provide a forum where an exchange of information and ideas may take place on issues relating to the workplace as a whole. It is agreed that this shall not include matters that are the subject of individual grievances or arbitrations.

The committee shall meet at the request of either party within fourteen (14) days of such written request. The party calling the meeting shall provide the other party with an agenda for the meeting at least three (3) days prior to the meeting.

The Company shall pay the employees for all time spent during Labour Management Committee meetings at the employee's driving rate of pay to a maximum of two (2) hours for a minimum of four (4) meetings per year.

#### Section 15.5

Where an employee is required by the Company or through mandatory legislation to take an outside training program, the Company shall reimburse the employee's reasonable expenses incurred and shall ensure that the employee does not lose regular earnings as a result of the training.

#### Section 15.6

The Company shall pay for all Vulnerable Section Screening and C.P.I.C. checks as required.

#### Section 15.7

The Company undertakes to notify the Union in writing in advance, so far as practicable, of any technological changes which the Company has decided to introduce which shall significantly change the status or job of employees within the bargaining unit.

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.



Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Company shall assume the cost of any tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

#### **Section 15.8**

In the event the employee suffers an occupational injury, the employee shall be provided transportation for emergency or medical treatment if required and paid for the balance of the day in which the accident occurred.

#### **Section 15.9**

The Company agrees to provide a parking area for employee's personal vehicles at their workplace or applicable yard free of charge.

#### **Section 15.10**

Drivers may carry their own children with them on the bus with the following provisions:

- a) provided there is sufficient room on board;
- b) provided the School Board approves;
- c) provided the child adheres to the guidelines set out for all passengers;
- d) A.C.S.A. approved car seat must be used at all times for children less than three (3) years of age and subject to Company approval;
- e) the parties acknowledge that from time to time exceptional circumstances may arise in reference to the carrying of children on the bus. It is acknowledged that the Company may make discretionary exceptions in certain situations so long as the child is pre-school or attending a school that is served by this Board.



**ARTICLE 16 - GENERAL HOLIDAYS**

**Section 16.1**

All General Holidays will be compensated on the basis of hours normally worked and paid at the driver's regular hourly rate. General Holidays recognized are:

|               |               |                  |
|---------------|---------------|------------------|
| New Years Day | Good Friday   |                  |
| Civic Day     | Victoria Day  | Thanksgiving Day |
| Boxing Day    | Christmas Day | Canada Day       |
| Labour Day    | Family Day    |                  |

**Section 16.2**

To be eligible for payment of the above-noted holidays, employees must have worked the scheduled working day before or the first scheduled working day after the Holiday. Absences of a bona fide reason shall not be cause for non-payment of a designated or paid holiday.

**ARTICLE 17 - VACATIONS**

**Section 17.1**

All employees on the payroll of the Company shall receive vacation pay paid with the regular pay on a bi-weekly basis, according to service, on the following basis:

- a) From the date of hire, an employee shall receive vacation pay based on four percent (4.0%) of gross earnings;
- b) Employees who have completed five (5) years service effective their Anniversary Date/Date of Hire shall receive vacation pay based on six percent (6.0%) of gross earnings;
- c) Employees who have completed ten (10) years service effective their Anniversary Date/Date of Hire shall receive vacation pay based on eight percent (8.0%) of gross earnings;

## **ARTICLE 18 – WAGES**

**Section 18.1 - See Schedule A which forms an integral part of this Collective Agreement.**

### **Section 18.2**

**While routes are finalized at the school year start up, wages shall be calculated for regular routes as they existed in the previous year subject to the current year hourly rate. A wage adjustment, which may be an over payment or under payment based on the previous year's estimate may occur once the route sheets are received and confirmed. All pay adjustments shall be retroactive to the first day of earnings and made no later than October 31 of the current year.**

**If after the adjustment, the drivers feels there are discrepancies he may request the Company commence a formal audit. The audit will then be conducted within seven (7) days. The audit will include a copy of the Board route information and GPS generated data to be reviewed with the employee. All pay adjustments will be made on the next pay period following the completion of the audit.**

### **Section 18.3**

**In each of the above noted three year period, should the Tri-Board School Transportation Services Inc., the School Board(s), or the Province of Ontario provide increases allotted to drivers wages, that are in excess of 1.0% in 2015/16, 1.0% in 2016/17 and 1.0% in 2017/18, would be provided directly to the driver's hourly rate, based on a negotiated service contract extension with the Tri-Board School Transportation Services Inc. (See Schedule "A")**

### **Section 18.4**

**The Company shall pay bi-weekly for all days worked and shall continue to provide all information currently given on the pay slip. Information provided on pay slips shall be in conjunction with, but not limited to, the Employment Standards Act of Ontario (hours worked; overtime hours worked; pay rate; vacation pay accrued; hours accrued to date).**

**In the event of a proven pay shortage greater than twenty-five (\$25.00), at the employee's request the Company shall reimburse the correct amount by manual check or direct deposit at the Company's discretion within forty-eight (48) hours.**

**The Company will provide, upon request from the employee, a pay sheet that outlines exactly what the employee had been paid for on their pay check.**

**ARTICLE 19 - CONTRACTING OUT**

**Section 19.1**

If it becomes necessary to contract work to outside contractors, such contracting out shall not directly result in the layoff or reduction of hours of existing employees in the bargaining unit.

**ARTICLE 20 - HYDRO ALLOWANCE**

**Section 20.1 - Hydro Allowance**

The hydro allowance shall be paid to those employees who plug their buses in overnight between November 15<sup>th</sup> and March 15<sup>th</sup>. Extension cords and outdoor timers shall be available for loan to drivers upon request, if one has not already been issued. Drivers shall be paid on a monthly basis as set out in the scheduled below:

| Effective | Nov 1,<br><u>2015</u> | Nov 1,<br><u>2016</u> | Nov 1,<br><u>2017</u> |
|-----------|-----------------------|-----------------------|-----------------------|
|           | \$21.00               | \$21.21               | \$21.42               |

**ARTICLE 21 - DEFINITIONS**

**Continuous Service** - service that is on a continuous day to day basis.

**Casual Service** - service that consists of one day here or there as required by the Company.

**Major Change** - a change in a route that is +/- 25%.

**ARTICLE 22 - DURATION**

**Section 22.1 - Duration**

The Agreement shall become effective from date of July 1, 2015 to and until June 30, 2018 and from year to year thereafter unless notice of amendments by either party is given by registered mail within ninety (90) days prior to the date of expiration.

**Section 22.2 – Copies of the Agreement**


The Company agrees to provide and print a sufficient number of copies of this Agreement so that each employee shall be provided with one copy.

DATED at Kingston this 22ND day of March, 2016.

**FOR STOCK TRANSPORTION**

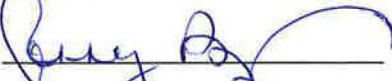
  
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**Kim Worster**


  
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**Troy Phinney**

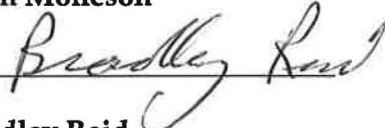
**FOR THE UNION:**

  
\_\_\_\_\_

**Jenney Day**

  
\_\_\_\_\_

**John Molleson**

  
\_\_\_\_\_

**Bradley Reid**

**SCHEDULE "A"- WAGES**

The following rates shall be payable on the basis of a minimum of four (4) hour minimum daily live time. Daily live time is the sum of the time from the turning of the key to begin the driver's day to the time where the key is turned to either suspend the drivers day between runs or on a final daily basis. Incidentals as determined by the Collective agreement shall be added to the daily live time.

Driver's hourly rate for all employment activities and applications shall be as follows:

| Effective Date               | 7.1.15  | 7.1.16  | 7.1.17  |
|------------------------------|---------|---------|---------|
| Less than 2 Years of Service | \$12.68 | \$12.81 | \$12.93 |
| More than 2 Years of Service | \$13.55 | \$13.69 | \$13.83 |

For the 2015/2016 school year, the driver's hourly rate of pay shall be as above.

Service Rate: \$11.25\*  
 \*Subject to applicable Ontario Minimum Wage increases.

Bus Wash – drivers shall be paid one (1) hour at the service.

Summer Start Up Meetings – The summer start up meeting shall be paid at two and a half times (2.5) the hourly service rate.

Full time designated spare drivers with a minimum ratio of 1 to 75 shall be paid the drivers hourly rate and guaranteed a minimum of six (6) hours per day. Full time designated spares shall be paid a premium of .25 cents per hour worked. The Company shall post for the designated spare positions within fourteen (14) days of the commencement of the school year or an increase in the size of the bargaining unit.

Noon Runs: Drivers shall be paid at the normal driver hourly rate, on a key to key basis.

Dry Run: The Company will pay the driver for one (1) Dry Run per year at the hourly rate. If the driver's route is changed and a dry run is necessary to become familiar with that route as approved by Management, the driver will be paid at their hourly rate.

Should a driver change complete runs during the school year they shall be entitled to an additional dry run entitlement if applicable.

Driver Trainers shall be paid the current driver's hourly rate, and shall maintain their current rate for these responsibilities and shall be eligible for any future increases to these

premiums the Company provides. Driver trainers shall be assigned by seniority to training assignments as schedules allow.

Driver Trainer in Training will receive the service rate until they have been designated as qualified and training on their own.

Driver Trainers with signing authority shall remain at the current hourly rate of \$14.18 for 2015/16, \$14.32 for 2016/17 and \$14.47 for 2017/18, and shall maintain their current rate for these responsibilities and shall be eligible for any future increases to these premiums the Company provides. Driver trainers with signing authority shall be assigned by seniority to training assignments as schedules allow.



## SCHEDULE "B"- ROUTE SELECTION

### **Route Selection**

The parties acknowledge that all school routes are subject to change from school year to school year.

All routes that have "changed" from the last school year will be included in the annual selection process.

The Company will have the discretion to offer all existing routes that have not been changed to the employees who had the routes last year - or to decide that all of these routes will become subject to the annual selection process. The decision will be made when the Company has the information from the Tri-Board Student Transportation Services Inc..

For clarity, the parties agree that all the terms and conditions in "Schedule B" shall apply to noon runs.

The annual selection process will take place at the summer start up meeting. If the route information is unavailable at the time, by mutual agreement the parties may determine another venue or method of selection.

All routes that have "changed" from last year will be included in the annual selection process.

The criteria for a changed route will be as follows:

- The total daily Km's for the route changed more than 25% from last school year (As determined in the Tri-Board route info).
- For this purpose routes will be printed with total km's at the end of the school year and again before the summer start-up meeting. Totals will be compared and drivers with a change of 25% or more will be notified of the changes and the posting of the run for bid.
- Routes commencing from an approved parking yard shall not be subject to the 'annual selection process' and shall remain as assigned at the discretion of the driver;

## **Route Assignment**

Vacant or open routes and those identified by the above process shall be assigned to applicants in the following order:

- A) Drivers who park within a five (5) km circle of the “center point”. If there is more than one (1) applicant seniority shall be the determining factor for filling the vacancy;
- B) Drivers whose approved bus parking location is greater than the five (5) km circle may be assigned on a temporary basis to that route. Routes assigned at the “annual selection process” shall not be subject to a temporary status unless the drivers approved parking location is greater than ten (10) kilometers from the center point of the route. If there are one (1) or more applicants, the person whose bus parking location is closest to the “center point” shall be assigned the route. If the distance from the center point is equal or less than a one (1) km difference, seniority shall be the determining factor in filling a route vacancy.
- C) If there are no applicants subject to A) and B), then the route may be assigned to a new or unassigned driver;
- D) Wherever possible, the Company will minimize the use of temporary route assignments;

### **Special Education and Wheelchair Routes**

- E) It is acknowledged that Special Education and Wheelchair routes may change throughout the year. Drivers will be assigned to these routes based on matching the driver’s bus parking location, the first pick up point of the morning run and the driver’s experience in dealing with Special Education and Wheelchair students. These routes require that they be dealt with on a case by case basis. Should a senior Special Education or Wheelchair driver receive less hours in a four (4) week period than a less senior driver, the senior driver may apply to switch routes with the junior driver so long as the deadhead does not increase by more than five (5) kms for one (1) run. Differences of less than four (4) hours on a monthly basis shall not be applicable to this clause.

- F) **Special Education and Wheelchair drivers currently assigned to runs shall be given preference on a seniority basis to continue in the Special Education and Wheelchair division on a yearly basis. If a Special Education or Wheelchair driver voluntarily moves out of the division or becomes unqualified, this provision shall cease for this driver.**

**The Company reserves the right to create, modify, terminate or otherwise change school bus routes through the use of whatever technology becomes available in the future as a way in which to maximize operational efficiency and improve the driver's work assignment subject to the terms and conditions of this Agreement.**

**It is understood between the parties that if a driver's route increases or decreases from the original route posting for the current driver by a minimum of an hour per day then that driver may exercise their seniority to bump a junior driver on another route.**

**There will be a maximum of 2 bumps of junior drivers in this situation. The next bump thereafter, if applicable, will be to the most junior driver.**

#### **Spare Drivers**

**Full time designated Spare Drivers will be assigned on the basis of one (1) Spare Driver for every fifty (50) drivers.**

**A MEMBER'S REMINDER!!**

**Application for Withdrawal Cards should be made if a member is: Laid-off, quits, discharged, retires, off due to illness or injury, off on W.S.I.B., maternity leave, parental leave, leave of absence, or other reason for an extended period of time.**

**Requesting a withdrawal card is your responsibility, and not that of your Steward or Business Representative. Please call the Union office to apply for your withdrawal card as soon as you stop working.**

**Your Union Dues must be paid up to date, to include the complete month of union dues for the month in which you apply for your withdrawal card.**

**If you work eight (8) hours or more in a month, dues are required for the complete month.**

**There is no charge for the withdrawal card, (this is a benefit to you the member) .**

**If you are paid up to date, your union dues stop as of the last month you work, ( you do not pay dues while you are off, i.e. one (1) complete month, ten months, ten years etc.), when you return to work your union dues will resume.**

**Please call the Union office to advise date you returned to work.**

**If you do not apply for a withdrawal card, and are off for one or two months you would owe the back dues.**

**If a period of three (3) months or more has gone by, you would be suspended and when you return to work, you could be charged three months arrears, or our Re-Initiation fee of \$75.00, whichever is the lesser of the two.**

**PLEASE ADVISE US OF ANY CHANGE IN YOUR ADDRESS**