

Collective Agreement

~between~

First Canada ULC
o/a First Student (Burlington Branch)



Caring for students today, tomorrow, together.®

~and~

The Canadian Union of Public Employees,
and its Local 2177



September 1, 2024 – August 31, 2027

:dh/cope491

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ARTICLE 1 - PREAMBLE AND PURPOSE

The Company and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize the mutual interest of the parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the Union and the Company, to promote efficiency and service, to establish rates of pay, hours of work, safe working conditions and other terms and conditions of employment as set out herein, and to set forth a procedure to be followed by the parties hereto and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise on the administration of the terms of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of FirstCanada ULC, carrying on business as First Student Canada, working at or out of the Burlington Branch located at 5401 Dundas Street, Burlington, Ontario, excluding managers, those above the rank of manager, office and sales staff, full-time dispatchers, full-time driver trainers and the shop supervisor
- 2.2 The word "employee" in this Agreement shall name the employee for whom the Union is the bargaining agent as set out in Section 2.1
- 2.3 In the event the Company sells, leases, merges, or transfers its business; the person or company to whom the business has been sold will become the Successor Employer in accordance with the Ontario's Labour Relations Act. The Successor Employer will be bound by the terms of this Collective Agreement in accordance with the Ontario's Labour Relations Act. Further, the employees of the Company shall continue to enjoy their full seniority in this new arrangement. The Company will provide as much notice as reasonably possible in writing prior to the sale, lease, merger or transfer of the business.

ARTICLE 3 - UNION SECURITY

- 3.1 All employees of the company who are presently members of the Union shall as a condition of employment remain members in good standing of the Union. All new employees shall as a condition of employment become and remain members in good standing in the Union within thirty (30) calendar days of employment. Any current employee who is not a member of the Union does not, as a condition of employment, have to become a member of the Union.
- 3.2 The Company agrees to deduct such regular monthly union dues as are levied upon all employees of the Company in accordance with constitutional by-laws of the Union; each pay period of all present and of all new employees and in the case of new employees, the

Company agrees to deduct the membership initiation fee from the first pay. The Company shall provide to the Secretary-Treasurer of the Union once each month, a list of names, addresses and contact information of all terminations of employment and all newly hired employees. Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

3.3 The Union shall indemnify and save the Employer harmless from any legal actions or liabilities arising from the remittances of union dues as per Article 3.2 above.

3.4 The total amount of the monthly deductions will be remitted by the fifteenth (15th) of the month following the deduction by the Company to the Secretary Treasurer of the Union. This transmission will be accompanied by a list of the names of the employees from whose wages the deductions have been made. A copy of this list should be forwarded to the National headquarters of the Canadian Union of Public Employees.

3.5 The Company agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with conditions of employment set out in the clauses dealing with union security and dues check off.

3.6 The Company agrees to permit a Union Steward or Representative to meet with each new employee during the first week of their employment. The Union Steward or Representative will provide the employee with a copy of the Collective Agreement and an information package about the Union. The Company shall grant the Union attendance at all new employee meetings and be provided fifteen (15) minutes to make introductions and review the contract.

3.7 WORK OF THE BARGAINING UNIT

Supervisors, managerial personnel and persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties or under emergency situations.

3.8 No person shall act as a steward or negotiator who has not successfully completed their probationary period.

3.9 NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Company or their representatives, which may conflict with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization from the Union.

3.10 NO CONTRACTING OUT

The Company agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other organization, person, company, or non-unit employee.

3.11 TECHNOLOGICAL AND OTHER CHANGES

The Company will provide the Union as much notice as reasonably possible in advance of any technological or other change, which the Company plans to introduce which will significantly change the status of the employees within the bargaining unit. The Company agrees to meet and discuss with the Union the impact of the technological or other change on the Company, its employees and its clients prior to the Company laying off or demoting any employees with seniority due to the significant technological change.

3.12 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as set out above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union acknowledges that the Company has all the normal and usual rights of management in running its business in all respects according to its obligations, including the following:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim of an employee that he has been discharged disciplined or otherwise unjustly dealt with in accordance with the grievance procedure;
- c) Generally, to manage its business in all respects in accordance with its obligations subject to the provisions of this Agreement;
- d) Make and alter from time to time rules and regulations which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules and regulations, which are made or altered by the Company from time to time. In addition, the Company will provide the Union with reasonable advance notice on the establishment of new rules or on amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rules or any amendment to a rule. Discussion shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.

4.2 NO DISCRIMINATION

The parties agree that no employee will, in any manner, be discriminated against, interfered, restricted, coerced, restrained or influenced in the matter of or otherwise by reason of age, race, creed, colour, national origin, physical or mental disability, sex or gender, family or marital status, sexual orientation, political or religious affiliation, or by reason of membership or non-membership or any activity or lack of activity in the Union or any labour organization or any other prohibition of the Ontario's Human Rights Code

- 4.3 The parties agree that there will be no union meetings of any kind called during working hours without the permission of the Location Manager or designate. The Union or any employees covered by this Agreement shall not engage in union activities during working hours or hold meetings of any kind during working hours without the permission of the Location Manager or designate. Requests will not be unreasonably denied.
- 4.4 The Company agrees that on evenings when the Union is holding a meeting, it shall make every reasonable effort to schedule work in a manner, which will permit employees to attend.
- 4.5 The Union recognizes that the Company is obligated to follow the instructions of its clients and that it has an obligation to protect its business and serve its clients.
- 4.6 The Union recognizes that it is the right of the Company to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout. Strike and lockout as defined by the Ontario's Labour Relations Act.

5.2 CROSSING OF PICKET LINES DURING STRIKE

An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect. Failure to cross such a picket line where a strike or lockout is in effect by a member of this union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action other than loss of pay for the period involved. Nothing from herein prevents a company from maintaining service to its client.

ARTICLE 6 - UNION COMMITTEES AND STEWARDS

- 6.1 The Company recognizes the right of the Union to appoint or otherwise select a Grievance Committee and the Company undertakes to recognize and deal with this committee. The Company agrees to pay, at the employee's regular rate, for all time spent by Grievance Committee members at meetings with the Company over grievances and matters arising out of the collective agreement up to the point of mediation and/or arbitration.

The Company will recognize six (6) Stewards:

- 1 Chief Steward (employed at any job covered by this Agreement)

- 1 Steward for the maintenance department
- 4 Stewards for the transportation department

- 6.2 The Company and the Union agree that a Labour/Management Committee will be established as soon as possible and scheduled for monthly meetings for the purpose of discussing the matters of mutual concern. The Union will elect three (3) persons to represent the Union at Labour/Management meetings, the Union's Recording Secretary will also be permitted to attend to take minutes. Meetings between the Company and the Union Committee shall be held at times mutually agreeable to both parties; not normally during the regular hours of operation of vehicles. Employees will be paid at their regular rate of pay for all time spent at labour management meetings. A statement outlining the matters for discussion will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting except in the case of an emergency. The minutes of such meetings shall be forwarded to the Union within fourteen (14) days. The Union agrees to reply in writing within seven (7) days, noting its agreement or pointing out any inaccuracies in the minutes.
- 6.3 The Company recognizes the right of the Union to appoint or otherwise select a Negotiating Committee of five (5) employees to deal with renewing and amending this Agreement and the Company undertakes to recognize and deal with this committee. The Company agrees to pay the employees their regular daily wages for all lost time spent at meetings with the Company for the purpose of renewing and amending this Agreement up to the point of Conciliation. Should negotiations occur between runs, the Company agrees to pay for all time spent at the regular rate of pay.
- 6.4 The parties agree that the management and the Union Stewards in the employ of the Company have a special obligation to uphold the terms of the Collective Agreement.
- 6.5 In the case of a grievance it is understood and agreed that no more than two (2) members of the Grievance Committee shall be entitled to meet with the Company at anyone (1) time. In the case of a Step Three grievance meeting, upon request, the grievor and the Steward shall be entitled to meet with the Company. Nothing herein prevents the parties from agreeing to include the grievor in any or all steps of the grievance meeting. Agreement will not be unreasonably withheld.
- 6.6 The Union shall notify the Company in writing of the names of its Officers, Chief Steward, Stewards, Grievance Committee, and the Union Committees. The Company shall notify the Union in writing of the names of its officials who have functions under this Agreement and stating their functions.
- 6.7 The President of the Union, Vice President, Chief Steward and Stewards have regular duties to perform on behalf of the Company. They will not absent themselves from their regular duties in order to deal with grievances or other union business without the Company's approval. Such approval will not be unreasonably withheld.
- 6.8 The Company agrees that, for the purpose of carrying on administration of this Agreement, a Representative of the National Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of the business of the Company and provided further, that the Representative shall notify the Location

Manager or his nominee before visiting any property of the Company.

6.9 PAY EQUITY

The Company will provide the resources for the Union to be represented on the Pay Equity Committee and to attend meetings when they occur.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

- 7.1
- a) An employee who believes they have been or are being unjustly dealt with through discipline, distribution of work, or that any of the provisions of the Collective Agreement have not been complied with, the employee and/or their representative will bring this to the attention of their immediate supervisor, or the Location Manager within ten (10) working days after the occurrence and/or after becoming aware, or ought to have become aware, of the situation. After discussion with the employee's immediate supervisor or the Location Manager, a reply will be given to the employee and their representative in writing within ten (10) working days. If the matter is not settled satisfactorily, the following steps in the grievance procedure shall apply:
 - b) The parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its Committee will co-operate with the Company in not conducting investigations in a manner, which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.
 - c) All monetary grievances that are mutually agreed upon will be paid on the next regular scheduled pay. If not paid on this pay, the employee will be compensated within three (3) days. Extensions to the above timeline may be provided upon mutual agreement of the parties.
- 7.2 Subject to the terms of this Agreement which relate to the investigation following the administration of discipline or the decision of the Company to discharge an employee, the following procedure shall be followed:

STEP 1

The grievance shall be in writing, a copy of which shall be given to the Location Manager and to the Union Steward or Representative. The grievance must be presented to the Location Manager within seven (7) working days after receipt of the written response of the supervisor or designate of the matter complained of and the Location Manager shall answer the grievance presented to them in writing within seven (7) working days after they have received it. The grievance must be in a legible form on a form provided by the Union

and signed by the employee.

STEP 2

If the matter has not been settled, the Union Steward or Representative may, within seven (7) working days after receiving the written answer from the Location Manager, present the grievance in writing to the Area General Manager or their designate. The parties shall meet to discuss the grievance, and the Area General Manager or their designate. If no settlement is reached, the Area General Manager or their designate shall render their decision in writing within seven (7) working days after the discussion meeting.

STEP 3

If the matter is not settled, the Union Steward or Representative may, within seven (7) working days after receiving a written decision of the Area General Manager or their designate, present the grievance to the Director of Labour Relations, or their designate. Following the presentation of the grievance at this step, there shall be arranged a meeting between the Company and the Grievance Committee (consisting of two (2) members only and the grievor when requested) which will take place in seven (7) working days after the grievance has been presented to the Director of Labour Relations or their designate. The Director of Labour Relations or their designated shall render their decision in writing within seven (7) working days after the discussion meeting if no settlement is reached.

- 7.3 If the grievance is not settled by the reply of the Director of Labour Relations or their designate, then the Union may within twenty (20) working days from the date of receiving the reply of the Director of Labour Relations or their designate at Step 3 refer the grievance to arbitration as hereinafter provided.
- a) The time limits for the grievance(s) to proceed to arbitration will be suspended if either party requests the assistance of a Grievance Mediation Officer. Time limits to proceed to arbitration shall be ten (10) working days and will commence the day after the grievance meeting with the Grievance Mediation Officer if the grievance is not settled.
 - b) Upon mutual consent, a Provincial Mediator may be requested to resolve grievances after Step 3 and prior to arbitration.
 - c) The parties shall equally share the expenses of the Grievance Mediation Officer and/or of the Arbitrator.
 - d) The parties will endeavour to agree on a single arbitrator. If the parties fail to agree on an Arbitrator, the appointment shall be referred by either party to the Ontario Ministry of Labour to name the sole Arbitrator. The decision of the Arbitrator shall be binding on both parties.
- 7.4 No matter shall be submitted to an arbitrator, which has not been properly carried through previous steps of the grievance procedure, in accordance with the agreement.

- 7.5 In the event of either the Company or the Union wishing to present a policy grievance alleging the violation of this Agreement, such grievance must be presented within seven (7) working days after the occurrence of the matter or matters complained of. If the Union files such a grievance, it shall be done by the Local President or the Vice President in the absence of the Local President, submitting a statement of the claim to the Location Manager, or their designate, who shall answer same in writing within four (4) working days, and the other steps of the grievance procedure as outlined above, shall then apply. If the Company files such a grievance, it shall be done by the Location Manager, or their designate, submitting a written statement of the grievance to the Local President of the Union. The Local President shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union- Grievance Committee and the Company within seven (7) working days after the Local President has submitted their answer. A reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.
- 7.6 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person involved in a grievance or all members of the Grievance Committee are not available due to absence away from home, then the parties will co-operate to provide a reasonable extension of a time limit as specified for the presentation, processing or discussion of the grievance.
- 7.7 Where a decision with respect to a grievance is not rendered by the party opposite in interest within the prescribed time limits, it shall proceed to the next step of the procedure up to and including arbitration at the option of the grieving party.
- 7.8 Time set for grievances, arbitrations and investigations shall not include Saturdays, Sundays and public holidays for both the Company and the Union.
- 7.9 The Company and the Union agree that in cases of termination, Steps 1 and 2 of the grievance procedure will be combined.
- 7.10 UNION MAY INSTITUTE GRIEVANCE
- The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Company in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2. Best efforts will occur to resolve the matter prior to a grievance commencing at Step 2.
- 7.11 DEVIATION FROM GRIEVANCE PROCEDURE
- After a grievance has been initiated by the Union, the Company's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

ARTICLE 8 - SENIORITY

- 8.1 a) Seniority is defined as the length of continuous service with the Company and shall be used in determining preference or priority for the allocation of work, layoff, permanent reduction of the workforce, and recall as set out in other provisions of this Agreement, providing only that an employee has the qualifications necessary to fill the normal requirements of the job.
- b) The Company shall maintain three (3) seniority lists showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on bulletin boards at the time of each sign-up period. Such lists shall be dated. Such list shall also be brought up to date each August, December, March, and June. A copy of such list as amended from time to time shall be provided to the Union Office as well as being posted.
- c) The three (3) seniority lists as referred to in this article shall be as follows:
- i) Regular Drivers (including Part-time Driver Trainers)
 - ii) Spare Drivers
 - iii) Maintenance Employees

8.2 REGULAR DRIVERS

Regular drivers are employees who signed up for an A.M. and P.M. school run at the re-opening of school following the summer break, or at the time of hiring through to the end of the school year.

8.3 STANDBY DRIVERS

Standby drivers are drivers who are available for a regular school run, but who have not been assigned a regular school run due to a lack of school runs. Standby drivers will report to the Burlington Yard at 6:30 am and again at 2:00 pm. They may be assigned either an available route and paid the route rate, or they will be required to remain at the yard and compensated for two (2) hours (both in the AM and PM). It is understood that other work may be assigned during this time. Standby drivers will be included on the Regular Driver seniority list as per 8.1c.

- (a) Driver Mentors are drivers from the Regular Driver seniority list who have an assigned school run. They are hired to assist other drivers in exercising their regular duties. These positions will be posted in accordance with Article 12. They will be paid their regular rate of pay for all time spent mentoring other drivers.
- (b) Part-Time Driver Trainers

As per discussion throughout and following negotiations, the parties agree that all Part Time Driver Trainers will be covered by the current Collective Agreement. It is also agreed:

- i) Applicants for the position will be interviewed and selected based on the

provisions in Article 12.1. The successful applicant will be required to attend Company mandated training pertaining to the position and paid their regular rate of pay for all time spent during training. The applicant must meet the Employer's standards of no incidents/collisions for three (3) years prior.

- ii) Part-Time Trainers will be required to upgrade skills and knowledge as required and requested by Location Manager and paid their regular rate of pay for time required to upgrade their skills and knowledge.
 - iii) Part-Time Trainers will be responsible to the Location Manager and supervised by Location Safety Manager.
 - iv) Work will be allocated based on ability, seniority and availability.
 - v) Work will be assigned based on available trainees and Branch needs.
 - vi) Shared with Management, assignments will include but are not limited to "B" class driver training of new applicants (in-class and behind-the-wheel), Collision Involved Driver Training, assisting with upgrading training to all drivers as required (i.e. Zonar, or other required technology, IC, Wheelchair), remedial training for drivers as directed, pre-testing of trainees and 65+ drivers (age), assist Safety Location Manager with various duties (including First Rider Program, Community Safety Programs, clerical duties, assess safety concerns, etc.).
 - vii) Part-Time Trainers will receive a premium for every hour spent training, instructing and evaluating as per Schedule A.
- (c) Part Time Driver Trainers in Training are Regular Drivers who have been hired as per Article 12 to become Part Time Driver Trainers. Prior to being fully certified as Driver Trainers, they are required to complete both the PRIDE program as per "School Bus Ontario" as well as on-the-job training and/or job shadowing with current Driver Trainers, and Company approved training. All time spent during this training period shall be paid at the Part Time Driver Trainer rate as per Schedule A.

8.4 SPARE DRIVERS

- a) Spare Drivers are drivers who are not available for a regular school run. They shall submit their availability to the Employer. Such drivers may be called upon when the regular drivers or standby drivers are not available. Spare drivers, after September 4, 1986, under this Agreement, will be defined as an employee who does not meet the conditions of a full-time regular employee. Seniority for casual employees acquired up to September 4, 1986, will be credited to the employee.
- b) All Spare drivers will be entitled to seniority rights prorated according to the

amount of time worked annually as of June 30th.

- c) The first priority of the spare driver shall be to cover school routes or portions of school routes made available by either the regular driver being absent or unavailable due to charters during the school day.
- d) The allocation of available routes shall be assigned in order of seniority on a rotational basis.

8.5 Where two (2) or more employees commence work on the same day, then they shall be shown on the seniority list in alphabetical order.

8.6 PROBATION PERIOD

A newly hired employee shall serve a probation period of forty-five (45) workdays from the date of hire. After completion of the probationary period, seniority shall be effective from the original date of hire. An employee's probationary period can be extended upon mutual agreement of the parties. The Union will not unreasonably deny the Employer's request for an extension if an employee was hired during the normal seasonal layoff period.

8.7 SCHOOL ROUTE SENIORITY ROTATION LIST

- a) The basic runs, i.e. school, kindergarten and late runs, will be allocated based on regional seniority, once (1) per year, for the entire school year prior to the beginning of the school year.
- b) Mushroom farm runs will be allocated based on seniority, once (1) per year, for the entire school year prior to the beginning of the school year, in the same manner as the basic runs, and in accordance with this Article. Summer mushroom farm runs shall be allocated in accordance with 12.5(a)

Seniority shall operate based on a driver's region of operation. The regions are:

- i) Burlington
- ii) Oakville
- c) Postings for September school runs, and mushroom farm runs should be a subject of debate and discussion held not later than the end of June at a Labour Management Meeting. When agreement is reached, all employees would be notified.
- d) The basic runs, i.e. school, kindergarten and late runs, will be allocated based on regional seniority, once (1) per year, for the entire school year prior to the beginning of the school year.
- e) Each area serviced will be divided by zones to be determined by mutual agreement once each year and adjusted or amended by mutual agreement between both parties as required. The seniority of the employee will govern in the region of

operation.

- f) Should any employee move from one (1) region to another region during the school year, the carriage of seniority will apply and if there is an employee in the region to which the moving employee has moved who is junior to the moving employee, then the most junior employee may be bumped.
- g) Any changes to routes and/ or route rates that will result in a change in pay, the Company will provide a new route sheet to the employee and the Company will confirm any potential change in pay within seventy-two (72) hours of the new route taking effect
- h) After initial route selections had occurred, routes that were posted but not selected, are eligible to be assigned to new drivers without a route, without having to re-post.
- i) Where school bus runs in different regions of operation originate from the same location (e.g. the yard), it is agreed that seniority rights may be exercised between the different regions.
- j) Progression or transfers from any region to any other region shall only be done to satisfy the Company's requirements and will be done in accordance with Article 12 of this Agreement.

8.8 CHARTER SENIORITY ROTATION LIST

- a) The Employers shall post a charter signup sheet in advance of each quarter to be placed on any two (2) charter rotation lists as defined below. The deadline to be placed on the list shall be clearly communicated to all Employees.
- b) Quarters will be defined as the following periods:
 - i) September to December
 - ii) January to March
 - iii) April to June
- c) The charter rotation lists shall be defined as follows:
 - i) Day Charters
Shall be defined as a charter that begins before 4:30 pm Monday through Friday and shall operate between the months of September to June.
 - ii) Weeknight, Weekend, and Holiday Charters
Shall be defined as a charter that begins at or after 4:30 pm Monday through Friday (Weeknight); a charter that begins at or after 4:40pm on Friday and includes charters that operate on Saturday and Sunday (Weekend); and a charter that occurs during a Federal or Provincial statutory or civic holiday as outlined in Article 17 (Holiday). Note: Drivers who accept Holiday charters shall be paid in accordance with Article 17.

- d) Charters shall be assigned on a rotating basis, based on seniority, in the following order (with the exception of special requests as per 9.2(d), which shall be communicated clearly with the Union in advance):
 - i) Regular drivers within that region
 - ii) Regular drivers within any region
 - iii) Spare drivers within any region
- e) The two (2) regions shall be defined as: Burlington, and Oakville
- f) The charter rotation list begins rotating with the most senior driver being offered the most lucrative trip within their charter zone, the second most senior, the second trip and so on, until the list is exhausted.
- g) Drivers will not be permitted to be added to the charter rotation list after the sign-up deadline for the quarter.
- h) The Charter assignments will be distributed one (1) week prior to the beginning of the assignment as per Article 9.2 if the Company receives the charter at least one (1) week in advance of the assignment. The assignments will contain the following information:
 - i) The driving details (times, locations, etc.)
 - ii) The region
 - iii) The assigned driver
 - iv) The type of Charter as per 9.01
- i) Drivers have twenty-four (24) hours to accept their Charter assignment(s) once the list has been distributed.
- j) Should a driver decline their Charter assignment(s), they shall be credited as if they had accepted that Charter assignment for the purpose of their placement on the Charter rotation list. The exception to this clause is if the driver is on an approved Leave of Absence, have restrictions which have been communicated to the Employer in writing at the time of sign-up to the list, or have notified the Employer one (1) week in advance of their inability to accept any Charter assignments for a specific period of time.
- k) Any new Charters that are secured after the distribution of the Charter assignments as per (h) above shall be awarded based on seniority to any driver on the regional rotation list who has not yet been offered a Charter, or if all drivers have received a Charter assignment, it shall be offered, in order, as per (d) above.
- l) In cases where the Charter is secured with less than forty-eight (48) hours notice, the twenty-four (24) hour acceptance period in (i) above will be waived and the Charter will be offered to the first employee who is reachable by the Employer as per the list in (d) above. Employees who are unable to accept the charter or who cannot be reached will not be penalized as per (j) above.

- m) All Charter Assignments will be posted in a public place and updated daily
- n) In cases where the Charter designated leave time is scheduled in advance of the scheduled drop-off time for the final school on the driver's regular school route (AM), or the Charter designed drop off time is scheduled for after the first school pick up on the driver's regular school route (PM), the driver must choose between maintaining the impacted AM and/or PM regular school route for that day or accepting the charter. It is understood that the driver will only be compensated for the work completed (for example: should the driver be able to complete the charter and the PM portion of their regular school route, they will be compensated for the charter and the PM portion of that route, but not compensated for the AM portion of their regular school route).
- o) If a driver is not properly awarded the charter, they shall receive the next available charter. Should the next available charter be of lesser value than the missed charter, the driver will receive a top-up to what the original charter would have provided as compensation.
- p) Drivers may be removed from the charter rotation list based on poor customer service that results in a discount or penalty. This does not restrict the driver from signing up for the rotation list for the following quarter.

8.9 Charter Periods

A posting system will be established for drivers to sign for charters for the following terms:

- September – December
- January – March
- April – June
- July – August

Drivers will be required to sign a Driver's Preference Form, every August for the September – December School term, every December for the January – March term, every March for the April – June term and every June for the July – August term. A driver must sign up for each term charters are offered if interested in charter work.

a) Operating Zones

Operating zones are determined by the last school served on the AM route. If a charter is going to interfere with the normal school runs, then seniority will govern the allocation of the charter.

The Burlington branch shall assign charters in the following operations areas:

Region	Operating Zone
Burlington	Burlington – 7 Zones
Oakville	Oakville – 8 Zones

b) Charter Trip Acceptance or Refusals

- i) Drivers will be obligated to notify the office by Monday no later than 12:00 pm if they are not available for work from Friday 5:00 pm to Friday 5:00 pm of the week following this includes Friday evening Saturday and Sunday. Anyone not indicating by Monday at 12:00 pm in writing that they will be unavailable will be determined available and the refusal clause will apply.
- ii) Preferably all charters will be issued and accepted as one complete unit. The category to which this work belongs is dictated by the pickup day and time. If necessary, charters will be split at the Company's discretion.
- iii) If a driver books off for a specific day, is on vacation or on a leave of absence for a specified period. The driver will miss a turn; this will not be considered to be a charter refusal. In order for a driver not to be charged with a refusal if they are not available for a charter on a specific day, the driver must provide written notification to dispatch by Wednesday at noon for the following charter week.
- iv) If a driver is unavailable on a regular basis i.e. every Tuesday and Thursday, the driver will provide the Employer with a signed letter stating this and the refusal clause will not apply.
- v) If a driver has restrictions, i.e. no army runs, no Toronto runs, the driver will provide the Company with a signed letter stating this and the refusal clause will not apply.
- vi) If the Company fails to provide twenty-four (24) hours notice of the charter work (pick up time) and the driver refuses such work it will not be considered as a refusal.
- vii) Six (6) refusals without probable cause in any charter will cause the removal of the Employee's name from that current rotation and shall not be reinstated to the charter list until the employee completes a meeting with the manager to confirm commitment and availability.

The final destination A.M. school will determine the zone served. If a charter is going to interfere with the normal school runs, then seniority will govern the allocation of the charter.

8.9 LOSS OF SENIORITY

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence granted in accordance with the Collective Agreement by the Company. An employee shall only lose their seniority rights in the event of:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns in writing with a copy forwarded to the Union;
- c) The employee is absent from work in excess of five (5) working days without notifying the Company, unless such notice was not reasonably possible;
- d) The employee fails to return to work within five (5) working days (excluding Saturday and Sunday) following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Company and the Union informed of their current address. An employee recalled for casual work for employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work provided the Company has been notified in writing;
- e) If the employee fails to comply with the terms of a leave of absence granted to them;
- f) If the employee is absent due to sickness or accident for a period in excess of twenty-four (24) months unless mutually agreed to by the Union and the Company;
- g) If the employee is laid off for a period in excess of eighteen (18) consecutive months;
- h) If the employee accepts employment with another school bus company, or employment which interferes with regularly scheduled work at First Canada ULC o/a First Student.

ARTICLE 9 - CHARTERS

9.1 TYPES OF CHARTERS

Charter work is defined, as any trip booked through First Student Burlington from a school, public or private organization picking up at one location and traveling to another.

Charters include, but are not limited to summer school runs, extra-curricular trips, athletic trips, farm runs, mushroom runs, bar runs, plant runs, summer camp runs, church runs, shopping runs, army runs, local runs, regional runs, highway runs, school trips, public trips, private trips, city tours, wine tours and wedding/stag & doe.

- a) In Town Charters: Is a charter that remains within the City limits such as: Burlington to Burlington or Oakville to Oakville. A driver is not required to stay. Drivers accepting In Town Charters will be paid a minimum of two (2) hours.
- b) Out of Town Charters: Is a charter that travels outside the City limits such as: Burlington to Oakville or Burlington to Hamilton. A driver is not required to stay. Drivers accepting Out of Town Charters will be paid a minimum of three (3) hours.
- c) One Way Charter: Is a charter that brings a group or picks up a group from a location and only travels one way. Drivers accepting a one-way charter will be paid a minimum of one (1) hour. It is understood that the Employer will not break up other types of charters to create multiple one-way charters.
- d) Per Article 8.8 (d), if a charter is allocated to an individual in 8.8 (d) ii or iii, it is understood that it does not change the designation of whether the charter is in town or out of town charter.
- e) Driver to Remain Charter: Is a charter that travels to any location where the driver is required to stay. Drivers will be paid the charter rate for all time spent waiting.
- f) Overnight Charter: Is a charter that travels to any location where the driver is required to stay overnight.
- g) Weekday Charter: Is a charter that begins before 4:30pm Monday through Friday.
- h) Weeknight Charters: Is a charter that begins at or after 4:30 pm Monday through Thursday.
- i) Weekend Charter: Is a charter that begins at or after 4:30 pm on Friday and includes charters that operate of Saturday and Sunday.
- j) Holiday Charter: Is a charter that occurs during a Federal or Provincial statutory or civic holiday as outlined in article 17 of the Collective Agreement. Drivers will be paid according to article 17 of the Collective Agreement.
- k) Summer Charter: Is a charter that occurs during the period that begins on the day after the last day of school in June and ends on Labour Day in September.
- l) All Charters are to be paid as per Schedule "A" of the Collective Agreement with the exception of Holiday Charters as per 8 above

9.2 CHARTER TRIP ASSIGNMENT

- a) Charter work will be assigned one (1) week in advance for the following week – (Friday – Friday), as per Article 8.8 above.
- b) Charter trip sheets will be ready for pick-up by Thursday at twelve (12) pm.

Once the driver has their charter trip sheets, they are to review the charter to ensure they are familiar with the pick-up and destination. If they are unfamiliar with either location, the driver is responsible to ensure they ask dispatch for a map or directions.

c) **Customer Request**

In the interest of service to the Company's customers, requests for drivers will be honored in writing for weekdays, weeknights, weekends and holidays subject to availability of the driver. Whenever practical and possible requested drivers will only be assigned permitting all charter qualifications have been met. A driver who is booking their own personal charter will be honored, provided the charter is booked for the weekday, weeknight, weekend or holiday. A driver's personal charter will not be subject to rotation provided they are the driver of the charter.

d) **Switching vehicles (van to big bus or big bus to van) for charter purposes will not be permitted, unless all other options have been exhausted.**

9.3 **PAPERWORK**

All paperwork is due back at the branch office within twenty-four (24) hours of trip completion (Monday for weekend trips).

Late or incomplete paperwork may delay the employee's payroll for this charter.

9.4 **ARRIVAL AT PICK-UP LOCATION**

- a) Employees, when possible, shall arrive at their pick-up fifteen (15) minutes prior to the designated leave time, all time spent waiting shall be paid time with up to a maximum of fifteen (15) minutes.
- b) All actual time spent traveling to and from the pick-up and drop-off location shall be paid time.
- c) In cases where the end of the driver's regular school bus route (after drop-off at the final school) overlaps with the Charter arrival time as per (a) above, the Employer may not claw back any wages or compensation associated with either the charter trip or the school bus route rate.

9.5 **SAFETY VEST/IDENTIFICATION**

Employees are required to wear their First Student identification badge and company provided safety vest at all times.

9.6 **RESPONSIBILITY OF DRIVER**

- i) Specific requirements by a board customer for the transportation of students.

- ii) Drivers working on adult charters shall be responsible for the safety of the vehicle and passengers but shall not have responsibility for any illegal actions by adult charter passengers. The Company shall, in consultation with the health and safety committee or the representative, and the Drivers who are working on adult charters, develop and implement a written procedure for checking the well-being of a worker in the event of any illegal or unsafe actions by adult charter passengers or other circumstances that may endanger the health and safety of the Driver.
- iii) Upon request from the driver, dispatch will provide maps, direction and appropriate vehicle along with any other pertinent information/equipment necessary to complete the charter.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.1 RIGHT TO UNION REPRESENTATION

It is the Company's responsibility to inform the employee of their right to have a Union Representative attend any discussion with the Company, which the employee believes might be the basis of disciplinary action. Where the Company intends to interview an employee for disciplinary purposes, the Company shall notify the employee and the Union in advance of the purpose of the interview. The Company shall also notify the employee of their right to have a Union Representative present at the interview. Non-disciplinary meetings do not require union representation.

Should the employee decline union representation the employee shall do so in writing to the Company. The Company shall forward a copy of all such signed waivers with the written letter of discipline to the Union.

- 10.2 Except in cases of drinking on duty or proven dishonesty, or gross negligence the Company agrees that no employee shall be dismissed without just cause from the Company's service until a fair and impartial hearing has been held. At any such hearing, an employee shall be represented by a Representative of the Union. The Company agrees to give prior notice to the Union in the event it contemplates the dismissal of any employee. Nothing in the article shall, however, deprive an employee of exercising their full rights under the grievance procedure as set out in this Agreement.

The Union reserves their right to grieve any discipline of an employee under this section.

- 10.3 The Union shall be advised promptly within five (5) working days, in writing, by the Company of the reason for discipline or discharge. Failure to conform to the requirements of this clause shall render the discipline or discharge null and void.

10.4 ACCESS TO PERSONNEL FILE

An employee shall, by a request in writing, have the right during normal business hours of the administration office to review their own personnel file. The employee is entitled to

receive a copy of the file if requested. Employees will also be granted this request at the conclusion of any discipline that may occur during their employment.

- 10.5 a) An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with the Company within three (3) working days, of the reason for considering such action, unless they are a danger to themselves or others. The employee may be accompanied by a Union Representative who shall be advised in advance by the Company of the time and place of the meeting. The employee shall be allowed a caucus with the Union Representative prior to the meeting. The company shall inform the Union Representative of the reason for the meeting prior to the caucus. Failure to conform to the requirements of this clause shall render the discipline or discharge null and void.

All time spent at such a meeting by the employee and Union Representative shall be considered time worked and be paid at the employee's regular rate of pay.

- b) This article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement, or standing with the Company, whether or not it relates to their work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of their record.
- c) The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or any disciplinary action, including letters of reprimand or any adverse reports, and all such discipline shall be removed from the Employee's file, unless required to be maintained by law, and with the exception of accidents as referred to in the First Canada Employee Handbook, which may change from time to time, whereas any driver who has three (3) Preventable Collisions in a twenty-four (24) calendar month period may be terminated.
- d) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 11 - LAYOFF AND RECALL

- 11.1 An employee who is rendered redundant or displaced from their job as a result of a layoff, closure, or other change on a permanent basis shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they are able to perform the job. Regular part-time employees that are laid off will be called by seniority for all work from September to June. This work will include charters. In accordance with clause 13.2, in cases of staff reduction, the Company will provide as much advance notice as reasonably possible to regular assigned employees whose positions are to be abolished except in the event of a strike or work stoppage by employees affecting the school bus industry. The Union will be supplied with a copy of any notice in writing.

- 11.2 In the event of a layoff or recall to work following a layoff, probationary employees shall

be laid off first and recalled last. Employees shall then be laid off in reverse order of seniority and recalled in inverse order of seniority such that most senior employee shall be laid off last and recalled first. Senior employees may refuse; junior qualified employees must accept layoff or recall.

- 11.3 The Union agrees in the event of a layoff or recall to work of an employee, that the Company will not be required as a result, to reinstate an employee on a run if that employee at any time has been removed from said run for just cause.
- 11.4 It is understood and agreed that the duties required of an employee engaged in school bus runs are of a nature that an employee so involved is deemed to be laid off during the period of school Christmas break, the school spring break, and the school summer vacation. It is further understood that seniority shall continue to accumulate during the period of such layoff. It is the responsibility of the employee on layoff during the summer vacation period to notify the Company within three (3) weeks in advance of the commencement of the reopening of school following the summer break of their intention to return to work at the conclusion of the break. Failure to return to work in accordance with this clause shall be considered a resignation unless previous mutually satisfying arrangements have been made.

ARTICLE 12 – PROMOTION AND STAFF CHANGES

- 12.1 Promotions, demotions, and transfers within this bargaining unit shall be governed by the following factors:
- a) Knowledge, suitability, efficiency, and ability to do the work required. The judgment of the above qualifications and the promotion and demotion of any new employee shall be at the discretion of the Company.
 - b) Physical fitness.
 - c) Length of continuous service when factors 1 and 2 are equal in the judgment of the Company shall govern.
 - d) The exercise of the Company's discretion in this clause may be the subject of a grievance.

12.2 JOB POSTINGS

- a) When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent in the bargaining unit, the Company shall immediately notify the Union in writing and post notice of the position and rate of pay, and post the posting via email for a minimum of five (5) working days (excluding Saturday and Sunday), so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.
- b) Due to illness, accident, or maternity leave, in accordance with the relevant section

of the Ontario's Employment Standards Act, the vacancy shall be posted as "temporary" until such time as the employee is able to return.

- c) A job posting shall contain the following information: location nature of position, whether permanent or temporary, qualifications, required knowledge and education, skills, shift, regular hours of work, overtime, on-call expectations, and compensation.

12.3 In the event of a vacancy (primary vacancy) during the school year in the transportation department, the run shall be posted as quickly as possible and filled on the basis of seniority in that particular region of operation. The filling of the primary vacancy shall not cause a chain reaction wherein more than one (1) vacancy is posted, that being the primary vacancy. The vacancy caused by the filling of the primary vacancy shall be filled by allocation by the Company. The filling of the secondary vacancy shall not be done by seniority. Postings will be up for five (5) working days and closing time and date, the run time and rate or estimated run time and rate will be on each posting. Run times and rates and subsequent changes that might occur, will be confirmed to the driver as soon as possible after the posting is complete. A copy of the posting will be signed and sent to the Union. Any delay in awarding runs in excess of forty-eight (48) hours will be discussed with the Union. A current listing of all open school bus runs will be displayed for all employees on the bulletin board in the driver's room and updated weekly.

12.4 POSTINGS - MAINTENANCE DEPARTMENT

In the event of a vacancy or a new position in the maintenance department (including mechanics, apprentices, parts person, bus washer, and summer help as per Appendix A) the position shall be posted to all members of the bargaining unit on the basis of bargaining unit wide seniority and shall be filled according to Articles 12.1. and 12.2.

12.5 TRANSPORTATION DEPARTMENT SUMMER WORK - END OF SCHOOL TERM. JUNE TO SEPTEMBER

- a) Three (3) weeks prior to July 1st, Employees wishing summer employment will sign a Summer Work sign-up sheet. Within five (5) business days of the close of the sign-up sheet, drivers will be called according to seniority to choose from the following:

- i) Known summer runs up to time of posting
- ii) Charters
- iii) Summer Yard Help

- b) For all known available opportunities, the Employer will provide the following information:

- i) Dates and times of the work available
- ii) Applicable wage rate
- iii) General duties and qualifications required

Drivers can only accept one (1) of the available summer positions and will be committed to this position until the assignment is completed. At that time, the affected drivers will be moved to the bottom of the Summer Work list by seniority. The only employees entitled to a leave of absence will be those drivers that have committed to work for the duration of the summer. Nights and Weekend Charters will continue on a regular basis as per Article 8.8.

c) Should additional work opportunities arise after the initial work opportunities has been assigned, or should a position fall vacant, the Employer will:

- i) First, offer the new work to any employees on the Summer Work list who have not yet been assigned summer work;
- ii) Second, offer any remaining work to employees on the Summer Work list who have been assigned summer work;
- iii) Third, post any remaining summer work opportunities as per Article 12.2

12.6 POSTINGS - OUTSIDE OF THE BARGAINING UNIT

- a) When a new position is created outside of the bargaining unit, the Company shall post notice of the position via email for a minimum of one week so that all members will know about the vacancy or new position. It is understood that vacancies outside the bargaining unit are not subject to the grievance procedure.
- b) No employee shall be transferred by posting to a position outside of the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 13 - TRAINING

13.1 Where new or greater skills or upgrading of licenses are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Company, be given a period of time not to exceed two (2) months, during which they may perfect or acquire the skills necessitated by the new method of operation. Training may be extended upon mutual consent. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

- a) Employees involved in a preventable collision will be required to complete retraining based on cause
- b) Training During Normal Work Hours

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

c) **Training Outside Normal Working Hours**

An employee required by the Company to take training outside their normal working hours will be compensated at their regular rate of pay while in training.

13.2 **ADVANCE NOTICE**

Where reasonably possible the Company shall notify the Union four (4) months before the introduction of changes, layoff, closure or new methods of operation which affect the rights of employees, conditions of employment, wage rates or workloads.

13.3 No additional employees shall be hired by the Company until employees affected by the change, or employees on layoff, have been notified of the changes and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

13.4 It is a condition of employment for a driver that they hold the necessary Ontario Driver's License to perform their normal duties. The Company agrees to continue to provide the training and testing they currently provide to maintain the necessary license(s).

13.5 **MECHANIC LICENSE RENEWALS**

The Employer will pay the license renewal for each licensed mechanic up to one hundred (\$100) dollars per year. The Employee shall provide the Company with a receipt prior to reimbursement.

ARTICLE 14 - HOURS OF WORK

14.1 **MAINTENANCE DEPARTMENT**

a) The regular work week shall consist of four (4) consecutive ten (10) hour days each consecutive five (5) day period (Monday - Friday). Casual workers may be used at straight time rates to cover Sundays.

b) The regular work week for the Lead Hand Maintenance shall consist of five (5) consecutive eight (8) hour days each consecutive five (5) day period (Monday-Friday).

c) In the case of a change of shift in the garage, other than an emergency or absence due to accident or illness, the Company will notify all maintenance staff one (1) month in advance. Such shift change shall be done on the basis of seniority.

14.2 **LUNCH BREAKS**

Each Maintenance employee is entitled to a thirty (30) minute break for lunch in each eight (8) hour day without pay.

14.3 COFFEE BREAKS

Each maintenance employee is entitled to two (2) fifteen (15) minute breaks in each eight (8) hour day with pay.

14.4 OVERTIME & PAYMENT

- a) Time and one-half (1 ½) will be paid for any authorized time worked over forty (40) hours in one (1) week; or eight (8) hours in any one day for the Lead Hand Maintenance as per 14.1 b) above.
- b) Time and one-half (1 ½) will be paid for any authorized time worked over forty (40) hours in one (1) week; or ten (10) hours in any one day for Employees working in a ten (10)-hour shift as per 14.1 a) above.
- c) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed between the employee and the Company.

14.5 TRANSPORTATION DEPARTMENT

- a) There will be a twenty (20) minute allowance at the beginning and completion of each school day. For clarity, employees will be entitled to only ten (10) minutes for their AM shift, and only ten (10) minutes for their PM shift. This allowance is to compensate the driver for the following:
 - 1. Start-up time
 - 2. Walk around check
 - 3. Fuelling/fluids
 - 4. Cleaning the vehicle
 - 5. Damage Report(s)
- b) Should a bus fail the circle check-in (a) above, the Driver will be required to submit an extra worksheet to be compensated for the following tasks for their newly assigned vehicle:
 - 1. Start-up time
 - 2. Walk around check
 - 3. Fuelling/fluids
 - 4. Cleaning the vehicle
 - 5. Damage Report(s)

- 14.6 Any exceptional circumstances shall be reported to the Location Manager who shall then review and determine any additional payment based on the agreed hourly rate. Any dispute over the amount of compensation in the exceptional circumstances may be the

subject of a grievance.

- 14.7 Overtime premium at the rate of time and one-half (1 ½) shall be paid for any regular scheduled hours of work beyond forty (40) hours in any workweek, excluding charter runs.

14.8 a) CHARTER TRIP CANCELLATION

Where an employee was scheduled to do a public charter and the charter was cancelled and that employee was not contacted two (2) hours prior to their departure, then that employee will receive not less than three (3) hours pay at their driving rate.

b) CALL IN

An employee who is called to work outside their normal working hours will receive not less than three (3) hours pay at their appropriate rate.

14.9 ROUTES OPERATING WITH ONE (1) OR FEW PASSENGERS

It is understood that there are a few routes that operate with one or few children.

When the student(s) does not attend school (for any reason other than scheduled operating days off, i.e. PD Days, holidays as communicated by the board), and proper and sufficient notice (considered to be during the previous day's operating hours, i.e. a message left the previous calendar day) is provided to the driver, the driver shall be assigned substitute work and paid accordingly.

If the driver arrives in the morning and the child is not going to school (unscheduled), then the driver will be assigned to a "stand by" role and paid at their normal route rate. In most cases, before assigning a driver to "stand by" an alternate route will be available for coverage and dispatch will assign the driver accordingly. The driver will get the greater of the rates of any work completed. It is the drivers' responsibility to remain "current" and willing (i.e. "fit and able" to drive other vehicle types). The Company will continue to provide the current opportunities for drivers to remain "current". Where a driver refuses alternate work (or is not "current" in driving the required vehicle type) or to act in a stand-by role, any and all wages will be forfeited. In the afternoon on such days where the student was not taken in, the driver will be assigned alternate work and paid the corresponding route rate for such work.

Where the route is temporarily suspended, and the driver is advised of such, the driver will be assigned alternate work (be in another route or in a stand-by-role) and paid accordingly.

14.10 HOURS OF SERVICE

- a) All First Student employees will follow and abide by the Ministry of Transportation Hours of Service Requirements for each and every 24-hour "day" which includes:

- Maximum thirteen (13) hours driving
 - Maximum of sixteen (16) hours work shift window (combined driving and on-duty not driving time)
 - Minimum mandatory eight (8) hours (consecutive) off duty
 - Mandatory twenty-four (24) hours off duty after fourteen (14) consecutive days worked.
 - Mandatory thirty-six (36) hour rest to seventy (70) hours seven (7) day work week
- b) Dispatch will not knowingly permit employees to drive over their sixteen (16) hour work window. This is a combined effort between employees and dispatch, if employees are aware they will exceed their hours, they must notify dispatch. Violating these hours may result in serious fines placed on employees and the Company by the Ministry of Transportation should employees be inspected and in violation.
- c) There must be (8) hours between night and weekend charters (finishing time) in any twenty-four (24) hour period.
- d) Under no circumstances will charters knowingly be allocated to or accepted by drivers that will place either party in contravention of the Commercial Vehicle Operator's Registration (CVOR) hours of work legislation.
- e) It is understood that if a charter requires a driver to come off their regular school bus run (on the day before, the day of, or the day after) due to the above Hours of Service Requirements, they are not entitled to any portion of their regular school bus run and article 14.6 would not apply.
- f) It is understood that employees may hold more than one (1) position within the bargaining unit (i.e. regular driver and Parts Person). Should such an employee be scheduled to work in their non-driving position on a given day, their primary responsibility will be to fulfill the duties assigned for that day. This will mean that they will not be eligible for additional work such as charters or extra work for the day.

14.11 Spare Drivers will have a guaranteed three (3) hour minimum if they are available for AM and PM routes within the Burlington Branch and/or available to assist at another First Student location.

Any additional time beyond the three (3) hour guarantee will be paid as per Schedule "A".

All key to key times will be calculated from the base/park out location returning to the base/park out location as appropriate using the most direct route.

Once base/park times are established by the time and mileage sheets, this will then form the employee's scheduled route times on a daily basis. Employees will be paid for their daily guaranteed time with exceptions being considered by pay adjustments.

The minimum scheduled duty time is three (3) hours of scheduled AM/PM on duty time.

14.12 Employees must sign in (swipe in) and sign out (swipe out) at their designated times.

14.13 INCLEMENT WEATHER AND PD DAYS

Should school closures or transportation cancellations occur due to inclement weather, school facility issues, strikes, lockouts, or PD days, all employees will be paid 100% of their regular daily rate of pay, so long as the Company is paid by the customer.

14.14 SNOWBOUND OR BREAKDOWNS OR ACCIDENTS INVOLVING COMPANY VEHICLES.

When an employee is unable to perform their duties because of a disabled or inoperative company vehicle which becomes stuck, broken down or snowbound, or involved in a collision, they shall receive the normal A.M. or P.M. rate of pay, plus the special work rate over and above the school run rate for any part thereof after termination of an A.M. or P.M. school run.

14.15 SERVICING OF VEHICLES (OTHER THAN YARD BASED)

When the employees are requested by the Company or maintenance department to bring their vehicle to the garage for servicing or repair, the employee shall be paid their regular hourly wage rate, as per Schedule A, per hour or any part thereof for their time so spent.

14.16 EARLY DISMISSAL

- a) Early dismissal pay for high school examination days shall be paid at the regular route rate of pay.
- b) Early dismissal pay for all early dismissals other than full route or an early dismissal as outlined in 14.16 a) shall be paid at the regular route rate of pay.

14.17 CHARTERS

All paid hours for weeknight, weekend, holiday and summer charters shall be in accordance with Clause 14.5 of the agreement to provide for a fifteen (15) minute allowance at the beginning and at the completion of each charter run. Questions regarding the dispatch/charter sheets are to be processed through charter coordinator first, then if required to an individual Steward or their designate who will meet as requested, with the Location Manager or their designate to review these questions. A copy of dispatch/charter sheets will be provided to the Steward or their designate upon request.

14.18 ROUTE COVERAGE (HELPS)

Helps are defined as any time assisting with the route coverage, in part or full, of another route.

Cross-border is defined as home to school helps that require a driver to travel outside of

their designated region. Routes that are originally designed to service more than one region do not fall under this definition of cross border.

If the Company requests extra work such as helps to assist in route coverage, the additional work will be compensated in the following manner:

- a) Drivers will receive pay for Helps in addition to their full route rate.
- b) Drivers assisting with route coverage of another route will receive the Help Rate Premium as outlined in Schedule A.
- c) Drivers crossing school route borders will receive the Cross-Border Premium as outlined in Schedule A in addition to the Help Rate Premium. Drivers are only eligible for the cross-border premium once per AM route and once per PM route.
- d) If a driver agrees to switch their regular scheduled route to complete another route, that driver will receive the higher of the two rates.
- e) Drivers covering a full route as a help will receive the full route rate for the route if it is higher than the help rate premium.
- f) Drivers will be paid in thirty (30) minute intervals at the Help Rate Premium for the time indicated on the route sheet.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.1 Employees, for justifiable reason, may request and receive leave of absence without pay and without loss of seniority up to a maximum period of twelve (12) calendar months, providing an application is made in writing and that the terms of any leave of absence are agreeable to the Company and the Union. If any such leave of absence is granted, the Company shall provide the Union with a copy of the leave of absence. Leave of absence, other than for medical reasons, can be granted by the Location Manager for up to forty-five (45) working days without loss of seniority, or drivers' assigned school runs. Runs will not be posted for absences of forty-five (45) working days or less. An employee will be considered subject to disciplinary action as a result of any violation of these terms.

In case of sickness, the Company will grant a six (6) calendar month leave of absence and may extend it, if requested in writing. In other circumstances, other than illness acceptable to the Company, a leave of absence will be granted to a maximum of six (6) calendar months. Under no circumstances will leave be granted for employment with another school bus company. Any driver taking employment with another employer that may interfere with school runs shall forfeit all seniority rights.

15.2 UNION BUSINESS

- a) Leave of absence will be granted to employees to attend union conventions, conferences, leadership meetings or union educational seminars provided that

written notice of at least seven (7) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not exceed five (5). Such leave shall be without loss of pay, benefits and seniority that such employee would have otherwise accrued, and without the loss of perfect attendance. The Union will reimburse the Employer.

- b) Employees who are elected or selected for a full-time position with the Union, the Canadian Labour Congress (CLC), the Ontario Federation of Labour (OFL), CLC District Council, CUPE District Council, the Ontario Division or the National Body of the Canadian Union of Public Employees (CUPE) shall be granted leave of absence for a period of up to two (2) years and thereafter may be extended upon written request and agreement of the parties.

If the employee returns within one (1) year, they shall be entitled to claim their former position at the time of the next sign up. If the employee returns to the bargaining unit after one (1) year, the employee is entitled to take a temporary position until such a time as a vacancy occurs, where they can apply their full length of service.

- c) Leave of absence will be granted to employees to attend union business provided that written notice of at least seven (7) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not exceed five (5). Such leave shall be without loss of pay, benefits and seniority that such employee would have otherwise accrued, and without the loss of perfect attendance. The Union will reimburse the Employer.
- d) The filling of a bus run made vacant as a result of any such leave of absence shall be assigned on a temporary basis only. The Employer shall be responsible for filling all routes vacant as a result of any such time off.

15.4 PAID JURY OR COURT WITNESS LEAVE

The Company shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Company shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, other than personal, excluding payment for traveling, meals, or other expenses. The employee will present proof of service, and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay at straight time. Expenses incurred while attending court or serving as a witness on the Company's behalf shall be reimbursed to include parking and fuel.

15.5 MATERNITY/PARENTAL LEAVE

An employee shall be eligible for maternity and/or parental leave in accordance with the provisions of Ontario's Employment Standards Act. An employee, while on maternity

leave shall continue to accumulate seniority and the Company shall continue to pay its share of the cost of Health and Welfare benefits as outlined in Article 19.

15.6 BEREAVEMENT LEAVE

a) In the event of death of an employee's:

- i) Spouse (including same-sex or common-law spouse and fiancée) child or stepchild, parent or step-parent or primary caregiver, sister or brother (inclusive of step), mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, brother-in-law or sister-in-law the employee shall be entitled to leave of absence for ten (10) days, without loss of pay for the first three (3) days.
- ii) Upon request, the Employee shall be permitted to reserve one (1) day of the above days without loss of pay to attend the memorial gathering should it be held on a later date.
- iii) The Company may request documentation supporting a claim for bereavement pay.

b) At the request of the employee, the employer may extend, in writing, the period during which the leave of absence from employment may be taken. Additional days off without pay may be granted by the Company with prior notice for above allowances and for other family members not listed above. If an employee has lieu time and requires additional days off, the employer may grant the request with prior notice for above allowances and for other family members not listed above. The leave of absence may be taken in one or more periods. The Company may request documentation supporting a claim for bereavement pay.

c) In the event a Statutory Holiday as recognized in Article 17.1 a) falls on the day before or the day after an employee's Bereavement Leave, the employee will receive payment for the Statutory Holiday provided the employee meets the criteria as set out in Article 17.2.

15.7 PERSONAL LEAVE

An employee who has completed their probation period with the Company will be entitled to up to five (5) days of personal leave annually, the first three (3) days of which will be paid at the employee's regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

The Personal Leave provided for above can be used by employees for the following purposes:

- a) treating their personal illness, injury, or medical emergency;
- b) illness, injury, medical emergency or urgent matter relating to an immediate family member;
- c) carrying out responsibilities related to the education of any of their immediate

family members who are under eighteen (18) years of age; or

d) attending their citizenship ceremony under the *Citizenship Act*;

Immediate family members include only the following: (1) spouse (includes both married and common law spouses); (2) child (includes step-children and foster-children); (3) parent (includes step-parents and foster-parents); (4) guardian; (5) sibling (includes step-siblings); and (6) grandchild or grandparent of an employee (includes step-grandparents and step-grandchildren).

The above Personal Leave may be taken in one (1) or more periods. These days can be utilized in half day increments with the Company's consent, which will not be unreasonably withheld.

Where permitted by law to do so, the Company may, in writing and no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

The parties agree that the above is inclusive of, and not in addition to, any statutory leave to employees for the purposes outlined in a) through d) above.

Personal leave taken by an employee in accordance with this article will not be considered, by the Employer, to be an unexcused absence for purposes of the School Bus Driver "Recruitment and Retention Program"

15.8 LEAVE FOR VICTIMS OF FAMILY VIOLENCE

Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to ten (10) days in every calendar year-, and up to fifteen (15) weeks in every calendar year. If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five (5) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages. The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration. The employer may, in writing and no later than 15 days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 16 - VACATIONS

- 16.1 a) All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable regulations.
- b) Employees who have maintained an employment relationship with the Company of one (1) year, shall receive a vacation of two (2) weeks and they shall receive for

vacation pay an amount equal to two (2) weeks basic pay at straight time or four (4%) percent of the pay received for all work performed in the working year, whichever is greater.

- c) Employees who have maintained an employment relationship with the Company of five (5) years will receive a vacation with pay of three (3) weeks or they shall receive for vacation pay an amount equal to six (6%) percent of earnings in the previous year.
- d) An employee who has maintained an employment relationship with the Company of ten (10) years will receive a vacation with pay of four (4) weeks or an amount equal to eight (8%) percent of the previous year.

16.2 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in this Agreement. Should an employee experience a death in the family and be eligible for bereavement leave as per Article 15.6 during a scheduled vacation, any days taken for bereavement shall be credited back to the Employer's vacation bank.

16.3 The vacation schedule for maintenance employees shall be posted at March 1st annually. Seniority of employees will govern the choice of vacation days up to March 1st annually. After March 1st vacation requests will be granted on a first come first served basis. Seniority shall prevail if two or more late requests are submitted on the same day after March 1st.

16.4 VACATION PAY (PART-TIME EMPLOYEES)

Part-time employees shall receive for vacation the applicable percentage of the previous year's earnings, as set out in Articles 16.1 a) through 16.1 d).

16.5 Vacation pay will be paid on the first pay date after May 31st.

16.6 a) A maintenance department employee may elect to receive vacation pay when they request vacation time off provided the request is received and approved by the Company two (2) weeks prior to the requested time and that the vacation period requested is for one (1) day or longer. Any vacation pay made under these circumstances will not exceed the employee's actual accrued vacation pay entitlement.

d) All accrued and unused vacation pay entitlement earned in the previous twelve (12) month period will be paid out annually on May 31st, by separate cheque.

ARTICLE 17 - PAID HOLIDAYS

17.1 a) An employee who qualifies in accordance with Clause 17.2 of this Agreement shall be granted a holiday with pay on each of the following general holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

The Parties agree that the National Day for Truth and Reconciliation will occur on the first PD Day after the National Day for Truth and Reconciliation.

The National Day for Truth and Reconciliation 2021 will occur on the first PD Day after ratification of the collective agreement.

- b) All full-time or regular part-time drivers who work any of the paid holidays as listed in 17.1a) shall receive time and one half (1 ½).

17.2 In order to qualify for any of the holidays specified in Clause 17.1 an employee

- a) Must have been in the service of the Company and available for duty for at least twenty (20) working days.
- b) Must be entitled to wages for at least ten (10) out of the twenty (20) days immediately preceding the holiday except in case of illness.
- e) Must have worked their full regularly scheduled shifts the last scheduled workday before and the first scheduled work day after the holiday, except in case of illness verified by the production of a doctor's certificate or a job-related injury or extenuating circumstances mutually agreed to between the Company and the Union.

17.3 MAINTENANCE DEPARTMENT

A mechanic, who works on any of the general holidays listed in Clause 17.1 shall receive, at their option, either time and one half (1 ½) pay or lieu time to replace their holiday. The replacement day must fall Monday to Friday inclusive. In the case of maintenance employees, the senior mechanic may refuse. The most junior qualified mechanic must accept.

17.4 General holiday pay shall be calculated at the normal regular daily rate.

17.5 Should a statutory holiday as per 17.1a) fall on a Mechanic's regularly scheduled day off, it shall be observed on the next regularly scheduled workday.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.1 SICK LEAVE

Should provincial legislation be enacted that provides paid sick leave to employees, the Company agrees to provide the paid sick leave in accordance with the legislation and to inform all employees of their rights under the legislation.

- 18.2 Sick leave taken by an employee in accordance with Article 18.1 will not be considered, by the Employer, to be an unexcused absence for purposes of the School Bus Driver "Recruitment and Retention Program"

ARTICLE 19 - EMPLOYEE BENEFITS

- 19.1 Drivers on the seniority list as of September 5, 1984, and who are already participating in the plans below, may continue to participate in the Health & Welfare program during the life of this Agreement.

The Company will bear 90% of the cost of the same:

Life Insurance - \$30,000.00

Accident, Death and Dismemberment - \$30,000.00

Weekly Indemnity - 1st day - Accident or Hospitalization

7th calendar day - Illness

Maximum - 15 weeks

Weekly indemnity payment benefit will be maintained at the level required to meet the Employment Insurance Canada register criteria.

- 19.2 Part-time employees who wish to participate in the Health and Welfare plan may do so upon written application to the Manager. The premium cost shall be 100% at the employee's expense. To clarify, the application is subject to the terms of the policy.

The Employer shall keep the Union informed of any and all changes to the plan or carrier of the plan.

19.3 MEDICAL EXAMINATIONS

Medical examinations are required by the Ministry of Transportation as a condition of

maintaining a "B" Class License. These examination costs will be reimbursed for all regular and spare drivers at the following rate(s), upon providing proof of medical receipt, up to.

2024	2025	2026
\$185.00	\$195.00	\$205.00

19.4 BENEFITS FOR FULL-TIME LICENSED MECHANICS AND APPRENTICES

Note: Upon ratification, provided the apprentice meets and passes each and all the statutory requirements of the *Apprenticeship Act*.

Eligibility Waiting Period - First of the month following one (1) month of service.

The Company will continue in effect as a minimum the same insurance plans and employee/employer premium contribution split as those in effect as of August 31, 2013. The premium itself is subject to revision from time to time.

Premium - Employees pay 50% of the LTD premium and 25% of the Dental Benefit premium. These benefits are:

Basic Life

Accidental Death & Dismemberment

Voluntary Accidental Death & Dismemberment

Weekly Indemnity Long-term Disability

Major Medical & Dental Care

Vision Care

Deductible: None

Reimbursement: 100%

Maximum Benefit: \$240.00 per person per 24 months.

Eligible employees will receive the Company benefit summary dated March 15th, 2021 which outlines their benefit coverage.

GRSP Plan:

The Company will provide eligible employees with a GRSP Plan as outlined in Canada's Life subgroup Plan #2. The Company can provide a copy of the plan upon request.

19.5 MASTER POLICY

The Union shall be provided with a current copy of the Master policy of all insured benefits.

19.6 CHANGE OF CARRIERS

It is understood that the Employer may at any time substitute another carrier for any plan, provided there is no decrease in the level of benefit. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

ARTICLE 20 - HEALTH AND SAFETY

20.1 The Company agrees to maintain legal safety and health conditions for employees throughout the buildings, vehicles or their places of work.

20.2 The Company further agrees to the establishment of the Work Place Health and Safety Committee, which will be composed of three (3) employees appointed by the Union, and two (2) representatives of the Company. Employees will be paid at their regular rate of pay for all time spent at health and safety meetings, training and carrying out the duties of the committee. The Committee shall meet every quarter, except for July and August, for the purposes of discussing safety problems and as the need arises. Additional meetings can be agreed to by both parties and requests for additional meetings will not be unreasonably denied. The minutes of such meeting shall be forwarded to the Union within fourteen (14) days.

The duties of the committee will consist of:

- Making recommendations for the improvement of safety and working towards the elimination of all safety hazards
- Shall consider and expeditiously dispose of complaints relating to the health and safety of employees;
- Shall participate in the implementation and monitoring of the program referred to in paragraph 134.1(4)(c);
- Where the program referred to in paragraph 134.1(4)(c) does not cover certain hazards unique to the workplace, shall participate in the development, implementation, and monitoring of a program for the prevention of those hazards that also provides for the education of employees in health and safety matters related to those hazards;
- Where there is no policy committee, shall participate in the development,

implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters related to those hazards;

- Shall participate in all of the inquiries, investigations, studies and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
 - Shall participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials and, where there is no policy committee, shall participate in the development of the program;
 - Shall ensure that adequate records are maintained on work accidents, injuries and health hazards relating to the health and safety of employees and regularly monitor data relating to those accidents, injuries, and hazards;
 - Shall cooperate with the Head;
 - Shall participate in the implementation of changes that might affect occupational health and safety, including work processes and procedures, and, where there is no policy committee, shall participate in the planning of the implementation of those changes;
 - Shall assist the employer in investigating and assessing the exposure of employees to hazardous substances;
 - Shall inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year; and
 - Where there is no policy committee, shall participate in the development of health and safety policies and programs.
 - And any other duties of the committee as per the Ontario's Occupational Health and Safety Act and its Regulations
- a) Policy Health and Safety Committee
The employer will provide the resources to have one of the employee co-chair of the Workplace Health and Safety Committee attend the Policy Health and Safety Committee meetings when they occur.
- b) Preparation
The members of the workplace health and safety committee are entitled to take the time required during their regular working hours to attend meetings or to perform any of their other functions and for the purposes of preparation and travel, as authorized by both co-chairpersons of the committee.
- c) Committee Training

The Company agrees to provide the members of the health and safety committee training for health and safety matters, as well as harassment and violence training. The Company agrees to provide the training to the committee members within three (3) months of ratification and annually thereafter. Any members which join the workplace health and safety committee will receive training within three (3) months of joining the committee.

- d) The Company shall notify the employee and the relevant workplace health and safety committee co-chairs as soon as it becomes aware that an employee has been in contact with a severe infectious disease. The Company and Union agree that no personal medical information will be shared with the workplace health and safety committee unless the employee provides consent, or the Company is required to disclose by law.

- 20.3 Employees who have a high frequency of Preventable Collisions may be retired from service.

In the case of an employee disputing the Location Manager's determination, the details of the investigation including any facts in dispute will be referred to the Regional Safety Manager in consultation with the Director of Safety for a final decision.

- 20.4 The employees agree to abide to the driving rules as laid down by the Company. No employee shall be disciplined for breach of such rules unless they have been supplied with a copy of the same. These rules shall be in conformity with the *Ontario Highway Traffic Act*, or other statutes covering the Company's operation.

- 20.5 It is understood that there is a specific obligation on the part of the employees to immediately report to the Company an accident involving a company vehicle. Immediately in this case would be deemed to be any reasonable amount of time to get to a telephone to inform the Company. It is also understood that the employee must file a complete accident report with the Company on the same day of the accident, provided such notice is reasonably possible. Failure to do so may result in discipline.

- 20.6 Employees may be required to submit a medical certificate at the Company's expense upon return to the service of the Company after absences because of illness or disability extending five (5) consecutive days or more.

- 20.7 It shall be the duty of an employee to report promptly in writing to the Company all defects in equipment.

- 20.8 As a matter of practice, a driver who keeps their bus at their place of residence is expected to start the bus thirty (30) minutes before they leave in order to have its engine warmed up in periods of extreme cold, or as further directed by the Company, depending on weather conditions and location of vehicle.

- 20.9 As outlined in the *Highway Traffic Act*, every driver shall inspect or cause to be inspected their assigned vehicle before the vehicle's first trip of the day. If the vehicle is driven in a day by more than one driver, only the first driver to drive the vehicle in the day is obligated to perform the pre-trip inspection. This inspection will include ensuring that all necessary

vehicle fluids are maintained at acceptable levels and to ensure that levels remain above the “add” line.

- 20.10 Employees as designated by the company must attend mandatory safety workshops with pay. Employees will be paid their regular rate of pay. The Company will endeavour to set up these workshops at the most convenient places and most convenient times as possible. The Union President may attend safety workshops without pay that are not mandatory for them.

20.11 WORKING ALONE

The Company shall in consultation with the workplace health and safety committee, or H&S representative, ensure that, and employees who are working alone, that the employer provides a means by which an employee who is working alone can secure, and the employer can provide, assistance in the event of injury or other circumstances that may endanger the health or safety of the employee.

20.12 REHABILITATION AND RETURN TO WORK PROGRAM

An employee who, following a medical leave, may be offered duties that are compatible with the employee’s medical condition, either within or outside the scope of the Bargaining unit. In this assignment process, the Company will try and take the employee’s education, training and experience into consideration, as well as the expected duration of such assignment. In such cases, the employee concerned will comply with the work schedule of the assigned job, if assigned outside the scope of the Bargaining unit unless the restrictions, according to the medical certificate from the employee’s disability, necessitate the Company to accommodate them.

The Company agrees to follow the Ontario’s Human Rights Code when assessing an employee’s ability to return to work following a medical leave of absence. When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Company will notify and meet with the Union Steward or Representative to discuss the circumstances surrounding that employee’s return to suitable work.

20.13 RIGHT TO REFUSE

It shall not be a violation of this Agreement for an employee to refuse to operate defective equipment unless such equipment is certified as being safe and roadworthy by a licensed Technician in the employ of the Company or through a third-party licensed Technician.

An employee has a right to refuse unsafe work as per Part II of Ontario’s Occupational Health and Safety Act.

20.14 REPORTING OF OCCUPATIONAL INJURIES AND ILLNESS

The Company shall, in consultation with the workplace health and safety committee, develop and post in a conspicuous position at a workplace a written notice which outlines a policy and procedure for the reporting of injuries and illnesses.

- a) Where an employee is required to work alone, the Company shall ensure the employee holds a valid emergency first aid certificate.
- b) The Company shall provide and maintain appropriate the first aid supplies in the area where an employee is required to work alone.
- c) First aid training shall be provided to all employees that may be in a position where they are required to work alone and updated/maintained to the appropriate standard. All employees that attend First Aid training will be paid their regular rate of pay.

20.15 Where an employee is required to travel/drive long distances in extreme (hot or cold) whether, the Company shall provide emergency supplies.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.1 PAY DAYS

- a) The Company agrees that wages for Mechanics will be paid bi-weekly on every second Thursday and wages for Drivers well be paid bi-weekly on every second Friday.
- b) If an employee is underpaid, the following applies:

The Employer will reimburse at the employee's request for any pay error of one hundred dollars (\$100) or more with seventy-two (72) hours of the employees notifying the Employer of the error. Any error which amounts to less than fifty dollars (\$50.00) will be rectified and paid on the next regularly scheduled payday.

21.2 EQUAL PAY FOR EQUAL WORK

The principle of equal pay for equal work shall apply, regardless of gender.

21.3 HYDRO ALLOWANCE

A hydro allowance will be paid per month as follows for the life of the agreement from December to March. The monthly allowance will be extended beyond the December to March period upon request of the Employer and will remain in effect until employees are notified that plugging in is not required. Once a bus is plugged in during any month, this allowance will be paid for the full month.

Hydro Allowance – per month	Sept 1/24	Sept 1/25	Sept 1/26
December to March	\$35.00	\$35.00	\$35.00

21.4 CHARTER MEAL ALLOWANCE

A meal allowance for charters shall be paid as follows

Charter Meal Allowance	Sept 1/24	Sept 1/25	Sept 1/26
After 5 hours	\$17.00	\$17.00	\$17.00
After 8 hours	\$30.00	\$30.00	\$30.00
After 12 hours	\$40.00	\$40.00	\$40.00

It is understood no receipts shall be required for meal allowance and that the above amounts are cumulative (for example, after eight (8) hours, the driver will receive \$47.00).

21.5 OVERNIGHT CHARTER ALLOWANCE

- a) The Company will be responsible for the pre-arranging of reasonable sleeping accommodations and expenses of same for overnight charters. The Company will inform the driver of all arrangements prior to dispatch.
- b) Overnight charters are to be counted as Driver to Remain and paid at the Charter Rate for all time spent driving. At no time shall a driver be paid less than two hundred and fifty dollars (\$250), it is understood that 21.4 does not apply to overnight charters.
- c) If the charter exceeds the MTO regulations for hours of driving for any reason the Company will pay for the driver to stay at a hotel for the amount of time the driver requires according to the MTO. The Company reserves the right to deny an overnight Charter to an employee who would exceed the MTO regulations for hours of driving.
- f) The Company will provide employees, with a fuel card, toll fees, and/or anticipated parking expenses in advance of the charter trip. Any company-approved, unanticipated expenses shall be reimbursed upon the driver providing receipts upon their return.
- g) In the case of U.S. charters, expense monies shall be given in U.S. currency.
- h) OVERNIGHT EXTRA WORK

Overnight extra work will be paid at a rate of two hundred and fifty dollars (\$250) a day, it is understood that this includes a meal allowance. Overnight extra work is allocated based on seniority on a rotational basis.

21.6 TELEPHONE CALLS

The Company shall reimburse the driver for cell phone use if they call the branch while on duty.

21.7 UNIFORMS

- a) When the Company requires a uniform, the uniform will be supplied in full by the Company.
- b) The Company will supply appropriate rainwear to all wheelchair bus drivers when required. When required, the Company will supply a replacement.

21.8 FOOTWEAR

The Company will pay a safety footwear allowance as follows per year, effective upon ratification for the life of the contract to each maintenance staff employee. An employee shall provide a receipt prior to the company reimbursing for safety footwear.

	Sept 1/24	Sept 1/25	Sept 1/26
Safety Footwear Allowance per year	\$325.00	\$350.00	\$350.00

21.9 TOOL ALLOWANCE & INSURANCE

The Company will pay a Tool Allowance as follows, per year for the life of the collective agreement, to each Maintenance Staff employee, upon receipt of invoice. The Company will carry Tool Insurance to a maximum of \$25,000.00 for which the Company will pay the annual premium.

If special tools are needed for the operation in the Maintenance Department, these special tools will be supplied by the Company and will be the property of the Company. The Company must approve any request for special tools.

Tool Allowance	Sept 1/24	Sept 1/25	Sept 1/26
Per Year	\$450	\$475	\$500

21.10 PRESCRIPTION SAFETY LENSES

- a) The Employer will cover the cost of prescription safety lenses, up to a maximum of three hundred dollars (\$300), upon proof of prescription.
- b) Service personnel who do not require a prescription will be given a sixty-dollar (\$60.00) reimbursement for non-prescription safety glasses upon receipt of invoice.

21.11 WINTER PARKA

The Company will supply one (1) high-visibility winter parka to each maintenance employee and driver trainer. When required, the Company will supply a replacement.

ARTICLE 22 - RETROACTIVITY

- 22.1 In the event ratification of a new agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment, from the date of ratification to the effective date of renewal, shall be made to all employees on staff as of the date of ratification of this Collective Agreement and to employees who have retired and not been voluntarily or non-voluntarily terminated between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving written notice of ratification.

All retroactivity will be paid to employees on a separate deposit.

All former employees, as referenced above, shall be sent notice by the Employer at their last known address and the Union shall receive a copy of all notices sent to said former employees.

Note: Apprentices hired before the date of ratification will be paid according to these rates or their current rate of pay, whichever is greater.

ARTICLE 23 - CORRESPONDENCE

- 23.1 Each employee shall keep the office informed of their current address and telephone number.
- 23.2 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Location Manager or their designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union, and the Director of Labour Relations of the Company or their designate.

All communications between the Parties shall be addressed to:

- a) Location Manager and Director of Labour Relations, First Canada ULC o/a First Student.
- b) To the President and Recording Secretary of Local 2177 of CUPE at: cupelocal2177@gmail.com
- c) Copy to the Union Office:
21 King Street West, Suite 1700
Hamilton, Ontario LSP 4W7

ARTICLE 24 – GENERAL CONDITIONS

24.1 BULLETIN BOARDS

The Company will provide a bulletin board upon which the Union shall have the right to post any notices as may be of interest to the employees and not to the detriment of the Company. The Location Manager will be provided with a copy of all such notices, prior to their posting.

Notices which do not receive the approval of the Location Manager or their designate shall be returned immediately to the Union with a statement from the Employer as to the reason or reasons why the refusal has been given to the request for a posting. It is further understood that permission to post notices shall not be unreasonably withheld.

24.2 COPIES OF AGREEMENT

It is agreed that the Union shall produce sufficient copies of the agreement in a form acceptable to the Company. Every effort will be made to ensure that copies of the agreement will be returned within ninety (90) days of settlement and signed. The Company will share the cost of producing the agreement equally with the Union.

24.3 PARKING

- a) The Union recognizes and agrees that the Company shall be entitled to use its sole discretion in determining whether or not permission be granted or revoked for any employee to keep the vehicle assigned to them at their place of residence or any other parking location outside of the yard.
- b) The Company agrees not to hold the employee responsible for any damages to the vehicle beyond the employee's control i.e. (fire, flood, wind, acts of vandalism, etc.).

24.4 NO ELECTRIC MONITORING

Driver-facing cameras may only be installed, or permitted to be installed, by the Employer to protect the Employer's premises and property, and to enhance the personal safety of employees and client students. The Union and all Employees in a work location where there is electronic monitoring and/or surveillance shall be advised in writing of the location, and the nature of any equipment used for electronic monitoring and/or surveillance. Such equipment shall not be used to conduct general, ongoing supervision of employees, nor for performance evaluations. When alleged incidents occur, the parties agree that the electronic recording, or technology on the bus, can be used by the Employer for purposes of investigating the incident. This article does not limit the Employer's ability to coach and discipline.

ARTICLE 25 - WORKPLACE HARASSMENT AND VIOLENCE

- 25.01 The Company and the Union are committed to preventing and protecting employees against harassment and violence and endorse the right of every employee to work in an environment free from any and all forms of harassment and violence. Employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment and violence that may arise.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.1 This Agreement shall be binding and remain in effect from the date of ratification to August 31, 2027, and shall continue from year to year thereafter unless either party gives the other party notice in writing within the period of ninety (90) days prior to September 1st in any year that it desires its termination or amendment.

26.2 CHANGES IN AGREEMENT

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated at _____ this ____ day of _____, 20

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE "A"

TRANSPORTATION DEPARTMENT:

Driver Route Rates – per hour	Sept 1/24	Sept 1/25	Sept1/26
	10%	4%	4%
Big Bus & Wheelchair Mini Bus & Vans Special Work Rate	\$23.07	\$23.99	\$24.95
Public & Extracurricular Charter Rate	\$23.07	\$23.99	\$24.95
Part-Time Driver Trainers - per hour	\$23.07	\$23.99	\$24.95
Private Charter Rate - per hour	\$23.07	\$23.99	\$24.95
Bus Monitor Rate - per hour	\$20.00	\$20.80	\$21.63
Wheelchair Premium - per run (am/pm)	\$1.00	\$1.00	\$1.00
Driver Trainer Premium - per hour	\$1.00	\$1.00	\$1.00
Help Rate Premium - per 30 min interval	\$15.00	\$15.00	\$15.00
Cross-Border Premium	\$15.00	\$15.00	\$15.00

Late Runs (Flat): Paid at the appropriate Route Rate

Standby Rate: 2x the Schedule "A" Special Work Rate, per shift at \$46.14

Extra Work: Shall be paid at the special work rate and the work shall be allocated on a rotational basis based on seniority.

Summer Camp runs: Shall be paid a minimum of three (3) hours at the regular rate of pay as per Schedule A above.

Employees reporting to Branch AM and/or PM for on-call duties, standby rate will be replaced by appropriate route rate should employee cover a School Route or portion of a School Route.

Summer Camp runs are paid at the key-to-key Home to School (HTS) Rate.

Mushroom farm runs will be based on the following rates:

Mushroom Farm Runs	2024 2%	2025 2%	2026 2%
Cambridge 1 AM	\$50.44	\$51.45	\$52.47
Cambridge 1 PM	\$52.94	\$54.00	\$55.08
Cambridge 2 AM	\$52.94	\$54.00	\$55.08
Cambridge 2 PM	\$59.21	\$60.39	\$61.59
Hamilton 2 AM	\$56.61	\$57.74	\$58.89
Hamilton 2 PM	\$59.16	\$60.34	\$61.55

MAINTENANCE DEPARTMENT:

Licensed Mechanic Rates - per hour	Sept 1/24 10%	Sept 1/25 3%	Sept 1/26 3%
S Licensed Mechanic w/o ASE certification	\$39.14	\$40.31	\$41.50
S&T Licensed Mechanic w/o ASE certification	\$40.85	\$42.08	\$43.34
Lead Hand Maintenance w/o ASE certification	\$42.57	\$43.84	\$45.15

ASE Premium

The Company will offer technicians a cumulative twenty-five cents (\$0.25) an hour premium for each ASE course completion. If a technician completes all courses, they will receive an additional twenty-five cents (\$0.25) an hour. The premium will apply for all hours worked. The premium is removed if the technician does not pass their renewal test.

The Company covers the cost associated with the test upon successful completion of each course's test. The Company further agrees that any mechanic unable to successfully complete the training will continue to have the cost of each ASE course paid for by the company, up to a maximum of three (3) attempts for each module.

Apprentice Mechanic	Pay rates will be based upon the following percentage of Licensed Mechanic rates:
Starting Rate:	50% Mechanic Rate
2nd Year	60% Mechanic Rate
3rd Year	70% Mechanic Rate
4th Year	80% Mechanic Rate
5th Year	90% Mechanic Rate

Maintenance Staff Rates - per hour	Sept 1/24	Sept 1/ 25 3%	Sept 1/ 26 3%
Parts Person	\$20.00	\$20.60	\$21.22
Bus Washer	\$17.60	\$18.13	\$18.67
Summer Help	\$17.60	\$18.13	\$18.67

Lead Hand Maintenance:

Further to Article 12.4 of the Collective Agreement, relating to Article 12.1, the parties have agreed the bargaining unit Mechanic will take on added responsibility by assuming the role of Lead Hand.

The added roles and responsibilities will include:

1. To be the “go to” person in the shop when the Foreman is absent and/or in hours when the Foreman is not on the floor- Including:
 - a. Signing off on apprentice work
 - b. In Foreman's absence, close off Work Orders
 - c. Monitor flow of work and assign tasks as needed
 - d. Act as a role model to shop personnel at all times including all matters of safety
 - e. Bringing forward any shop related concerns to Health & Safety committee
2. To be qualified as an S & T licensed mechanic

Letter of Understanding # 1

between
The Canadian Union of Public Employees and its Local 2177
and
First Student ULC 0/A First Student Canada Burlington Branch

Re: ASE Certification Training for Mechanics

The Employer agrees to cover the costs associated with mechanics completing and maintaining the required Automotive Service Excellence (ASE) Certification training as per Article 13.1. The ASE Certification training currently consists of 7 modules. Completion of each module will increase the mechanic's wage rate by the amount the module is worth, as per the Employer's Standard Operating Procedure (SOP) A002. Completion of the ASE Master Certification will result in an additional increase to the mechanic's wage rate as per SOP A002. Should the ASE Certification training require additional modules, the Employer agrees to pay the additional wage rate amount assigned to the module. The ASE Certification training is to be completed as soon as possible but no later than 6 months after COVID re-opening and certification becomes available or within 6 months of hire for new employees. The above timelines may be extended by mutual written agreement between the parties.

The Company further agrees that any mechanic unable to successfully complete the training will be provided subsequent opportunities to complete the training successfully and will not be subject to any disciplinary action. The parties agree that should any mechanic choose not to complete any courses; they will remain at the wage rate for the license they hold without the ASE Certification. Wage rates for mechanics with and without ASE Certification are outlined in Schedule A.

Dated at _____ this _____ day of _____, 20____

FOR THE EMPLOYER

Joseph Fiorino
Joseph Fiorino (May 7, 2025 09:27 EDT)

Emma Hussey
Emma Hussey (May 7, 2025 16:24 EDT)

Brian Badal

FOR THE UNION

Joey Piche
Joey Piche (May 2, 2025 18:01 EDT)

Ernie Rampino
Ernie Rampino (May 4, 2025 11:42 EDT)

Robert Flewelling
Robert Flewelling (May 5, 2025 15:37 EDT)

Alvin Feron

Robert Flewelling
Robert Flewelling (May 5, 2025 20:10 EDT)

Letter of Understanding # 2

between
The Canadian Union of Public Employees and its Local 2177
and
First Student ULC 0/A First Student Canada Burlington Branch

Re: Driver Benefit Package

The plan will be mandatory for all Drivers who are assigned to a regular route.

Once a Driver is in the plan, they must take all coverage offered under the plan, however, a Driver who does not require prescription drug/vision exam coverage can waive this portion of the plan ONLY if they can provide proof that they have existing coverage under another plan.

Coordination of the prescription drug coverage with a spouse's plan is allowed per the normal and customary rules that apply to coordination of benefit coverage.

All Drivers who have been assigned to a regular route will be eligible for participation in the plan at implementation. New Drivers who are assigned a regular run and existing Drivers who had not previously been assigned to a regular will be eligible for the plan on the first of the month following 3 months after being assigned to the run.

Drivers who lose their run or drop to the spare board will no longer be eligible to participate and all coverage will cease as of the date they no longer assigned to their regular run.

No coverage will be extended during any leave of absence except as outlined below and in cases where the continuation of coverage is legislated.

If an Employee ceases to be Actively at Work due to illness or injury, all insurance coverage will continue during Disability while the Employee pays any required premiums (if applicable), as follows:

- a) for occupational illness or injury for which WCB/WSIB benefits are payable, for a period of time equal to 20% of the Employee's pre-disability years of service, subject to a minimum period of one year; and
- b) for periods of illness or injury for which an Employee has provided appropriate evidence of their inability to attend work due to the illness or injury, for a period of time equal to 20% of the Employee's pre-disability years of service subject to a minimum period of one year and a maximum age of 65.

If an Employee does not satisfy the definition of Total Disability, then all insurance coverage terminates

An employee who is laid off due to a shortage of work will continue to participate in the plan

providing the lay-off does not exceed 3 months and the employee pays the required premiums during the lay-off. In order to ensure all premiums are paid, employees will pay premiums for the months of July and August in the preceding May and June.

In all cases any other plan provisions will be governed by the contract currently in place with our benefit provider, Manulife Financial.

Drivers will be given a benefit package and an enrollment form must be completed. Drivers who refuse to complete the enrolment form will be enrolled with family coverage and the applicable premiums will be deducted.

Drivers who fail to choose between the HSA, TFSA or DPSP will have any monies earned under the plan placed in an HSA.

Plan Summary

Benefit	Coverage
Life Insurance and Accidental Death and Dismemberment	\$25,000
Prescription Drug Coverage and Vision Care Exams	Pay Direct Drug Card, 80% coverage (90% through Costco), \$5,000 annual maximum, \$9.00 maximum dispensing fee, mandatory generic, eye exam \$75 every 24 months
Best Doctors	A unique second opinion service for employees and their families.
Carepath	Helps employees and their families who are diagnosed with cancer navigate the health care system every step of the way through treatment and recovery
EAP	Employee Assistance program for employees and their family members

Plus choice of:

Flexible Health Spending Account	\$0.50/hour worked
Tax Free Spending Account	\$0.50/hour worked
Deferred Profit Sharing Account	\$0.50/hour worked

Approximate Cost

No Drug Coverage Required (Spouse's Plan)	\$8.09/month
Single Coverage	\$29.45/month
Family Coverage	\$45.65/month

Additional voluntary benefits will be offered such as Optional Life Insurance, Optional AD&D Insurance, Dependent Life Insurance along with the voluntary contribution to the company RRSP Plan.

Dated at _____ this ____ day of _____, 20

FOR THE EMPLOYER

Joseph Fiorino
Joseph Fiorino (May 7, 2025 09:27 EDT)

Emma Hussey
Emma Hussey (May 7, 2025 16:24 EDT)

Brian Badal

FOR THE UNION

Judy Pino
Judy Pino (May 2, 2025 18:01 EDT)

Ernie Rampino
Ernie Rampino (May 4, 2025 11:42 EDT)

Robert
(May 5, 2025 15:37 EDT)

Alvin Faron

Robert flewelling
Robert flewelling (May 5, 2025 20:10 EDT)

LETTER OF UNDERSTANDING # 3

BETWEEN:

First Student (hereinafter referred to as the "Employer")
and
CUPE 2177 (hereinafter referred to as the "Union")

RE: USE OF NON-BARGAINING UNIT MEMBERS

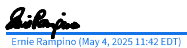
Due to operational needs of First Student, the parties agree to implement the use of non-bargaining unit members under the following terms and conditions without prejudice or precedent setting:

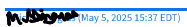
1. Non-bargaining unit members or agency staff (contractors) will be treated as CUPE 2177 members with zero "0" hours of seniority on an ongoing basis.
2. The Company agrees that all non-bargaining unit members/contractors will only be scheduled for shifts after the Company has discussed the matter with the Union, provided that the shifts have already been offered to internal CUPE 2177 members and remain vacant.
3. The parties agree to assess the continued use of non-bargaining unit members prior to the commencement of each school year. The parties will meet in the month of August to discuss operational needs.
4. It is understood that the support for the use of non-bargaining unit members can be terminated by either party, provided that the discontinuation is not for reasons which are not unreasonable, arbitrary or in bad faith.
5. First Student will continue to post vacant positions as per the CUPE Local 2177 collective agreement and will continue to hire bargaining unit members based on its dependence on bargaining unit work to achieve its operational needs.

Signed in _____ this ____ day of _____, 20

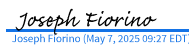
For the Union:

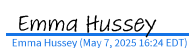

Justin Piche (May 2, 2025 18:01 EDT)


Ernie Rampino (May 4, 2025 11:42 EDT)


Brian Pedal (May 5, 2025 15:37 EDT)

For the Employer:


Joseph Fiorino (May 7, 2025 09:27 EDT)


Emma Hussey (May 7, 2025 16:24 EDT)


Brian Pedal

Alvin Ferson

Robert flewelling

Robert flewelling (May 5, 2025 20:10 EDT)
