

Collective Agreement

- between -

FirstCanada ULC

Branch No. 31720

Edmonton, Alberta

(hereinafter called “the Company”)

- and -

Miscellaneous Employees, Teamsters Local Union 987 of Alberta

Edmonton, AB

(hereinafter called “the Union”)

September 2, 2017 to August 31, 2019

TABLE OF CONTENT

Article No. 1 – Recognition and Purpose	1
Article No. 2 – Dignity, Respect, Discrimination and Workplace Harassment	3
Article No. 3 – Deduction of Union Dues	4
Article No. 4 – No Strike or Lockout	5
Article No. 5 – Job Specifications and Hours of Work	5
Article No. 6 – General Holidays	7
Article No. 7 – Vacations.....	7
Article No. 8 – Wages.....	8
Article No. 9 – Call out Pay and Charters	8
Article No. 10 – Seniority	11
Article No. 11 – Temporary Assignments	14
Article No. 12 – Leave of Absence.....	14
Article No. 13 – Payroll Period.....	16
Article No. 14 – Management and Labour Relations	16
Article No. 15 – Grievance Procedure and Discipline.....	17
Article No. 16 – Medical and Eye Examinations And Health Spending Account	19
Article No. 17 – License Fees.....	20
Article No. 18 – Technological Change	20
Article No. 19 – General.....	21
Article No. 20 – Conflicting Agreement.....	22
Article No. 21 – Term of this Agreement.....	22
Article No. 22 – Benefit and Binding.....	22
Schedule “A”	23

Re: Wages

SCHEDULE “B”

Article No. 1 – Recognition and Purpose	25
Article No. 2 – Dignity, Respect, Discrimination and Workplace Harassment	25
Article No. 3 – Deduction of Union Dues	25
Article No. 4 – No Strike or Lockout	25
Article No. 5 – Hours of Work and Overtime	25
Article No. 6 – General Holidays	25
Article No. 7 – Vacations.....	26
Article No. 8 – Wages.....	27
Article No. 9 – Call Out Pay.....	27
Article No. 10 – Seniority.....	27
Article No. 11 – Temporary Assignment.....	27
Article No. 12 – Leave of Absence.....	27
Article No. 13 – Payroll Period.....	27
Article No. 14 – Management and Labour Relations	27
Article No. 15 – Grievance Procedure and Discipline.....	27
Article No. 16 – Medical and Eye Examination	28
Article No. 17 – License Fees.....	28
Article No. 18 – Technological Change	28
Article No. 19 – General.....	28
Article No. 20 – Conflicting Agreement.....	28
Article No. 21 – Term of this Agreement.....	28
Article No. 22 – Benefit and Binding.....	28
Article No. 23 – Boot and Tool Allowance	29
Article No. 24 –Tool Insurance	29
Letter of Understanding #1	30
<i>Re: Discipline Process</i>	
Letter of Understanding #2	31
<i>Re: Regular Spare, Part-time Spare and Floater Drivers</i>	
Letter of Understanding #3	33
<i>Re: Driver Trainers</i>	
Letter of Understanding #4	34
<i>Re: 4x10 Work Schedule for Maintenance Employees</i>	

Article No. 1 – Recognition and Purpose

- 1.01** (a) The Employer agrees to recognize and does hereby recognize the Union as the sole bargaining agent for collective bargaining purposes for the Bargaining Unit comprising those employees of the Employer covered by the Certificate issued by the Alberta Labor Relations Board “All employees of FirstCanada ULC, Branch No. 31720 except office, clerical personnel, and supervisory staff”.
- (b) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Shop Stewards, whose duties shall be to assist any employee, whom the Shop Steward represents, in dispute resolution and in preparing and presenting a grievance in accordance with the grievance procedure.
- (c) The Employer shall designate bulletin boards for the use of the Union in a conspicuous place for the purpose of posting routine Union bulletins and notices, one (1) board shall be provided for each operational yard.

Where a posting board is not practical the Company will provide reasonable assistance to the Union distribution of Union notices and bulletins.

- (d) An authorized Agent of the Union shall have reasonable access to the Company’s establishment during working hours for the purpose of conducting Union duties.

1.02 Management Rights

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

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

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

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provision of this Agreement.

1.03 Purpose

The purpose of this Agreement is to continue the harmonious relations which exist between the Employer and its employees in the Bargaining Unit, to define the wages and conditions of employment for members of the Bargaining Unit; to provide an amicable method of settling grievances or differences which may from time to time arise; and to promote the mutual interest of the Employer and the employees.

It is recognized by the Agreement to be the duty of both parties to co-operate fully and honestly, both collectively and individually for the purpose of the aforesaid conditions.

- (a) The word “employee” and “employees” wherever used in the Agreement shall mean any or all of the employees in the Bargaining Unit as defined above, unless the context otherwise provides.
- (b) Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.
- (c) Management and Company personnel excluded from the Bargaining Unit will not perform Bargaining Unit work other than in emergency situations which includes replacement requirements due to a shortage of regular employees and employees being absent from work. Such work will not be done at the exclusion of Bargaining Unit personnel. The Company will, on a weekly basis, provide the Union with a list of Non-Bargaining Unit personnel who have performed Bargaining Unit work during the week.

1.04 Notices

- (a) Notices or correspondence between the parties covered by this Agreement shall be sent to the Union Local Business Agent and the Employee Relations Officer and designated Company representative.
- (b) As soon as it reasonably becomes known, the Employer shall notify the Union of staffing requirements in the classifications set out in this Agreement or any new classifications which may be created, including changes in staffing that result from the closing of facilities or the reduction of services provided.
- (c) It is also recognized by the Employer and the Union that the Employer agrees to inform all employees of the names of all supervisory personnel and office employees in September of each year or at any time a significant change is made.
- (d) The Company will post on the bulletin board and keep current an updated list of all Management and Office staff specifying their duties for the employees to

reference. The Union acknowledges that the Management and Office staff is in no way limited in their duties or responsibilities by this list and that the list is intended, as a general overview only and the content of the list will be determined at the sole discretion of Management.

- (e) As soon as reasonably possible, the Employer shall advise the Union Local of all new employees hired. When the Employer advises the Union of all new hires it will include the operational yard of the new hire.

Additionally, all new hires shall be issued a copy of the current Collective Agreement. The Union shall supply a sufficient supply of Collective Agreements to the Employer.

The Employer shall post a copy of the “Code of Conduct” in each operational yard.

Article No. 2 – Dignity, Respect, Discrimination and Workplace Harassment

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

The Company and the Union are committed to providing a harassment free workplace as provided for in the policy outlined in the “First Canada Employee Handbook”.

- 2.02** Further, the Employer agrees that there will be no discrimination with respect to any employee by reason of his membership or activity in the Union.
- 2.03** The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect, and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct will be brought forward to the appropriate Manager within five (5) days of the alleged incident. In instances of a complaint involving two or more unionized employees, the matter should be brought to the local management team. If the complaint involves a member of the local management (non-union) group, the complaint should be taken to the AGM.

Should the AGM and the Union be unable to resolve the complaint, the matter will be escalated to the Human Resources Department within five (5) days.

The complainant and their Union Representative will meet with Human Resources within a reasonable time frame in an effort to resolve the specific concern. Where necessary this meeting may take place via telephone or video conference.

If the parties cannot resolve the concern during this process, the matter will be referred to a mediator from an agreed list of suitable mediators. It is agreed that the expenses of the Mediator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer.

If the matter is not resolved through direct mediation, the Mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.

Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer. Inappropriate conduct also includes the filing of complaints deemed frivolous or intended to unfairly target a specific individual.

Article No. 3 – Deduction of Union Dues

- 3.01** Upon the request in writing of any employee and upon written request of the Union, the Company agrees to deduct the Union dues of the employee so instructing. Any such deduction shall be made on the first payday of each month, from wages accrued, and shall be remitted to the party designated by the Union to receive such dues.
- 3.02** All employees shall, as a condition of employment, maintain Union membership in good standing and complete and “Application for Union Membership” and “Union Deduction Authorization” prior to commencement of employment. The Company must then promptly forward such completed forms to the Union office. Dues Authorization Cards shall remain in effect during the term of an employee’s service with the Company.
- 3.03** The Union will notify the Company, in writing, of any arrears in dues, Initiation Fees, Re-initiation Fees and Assessments, and the Company will deduct the amount prescribed by Local 987 and forward the same to Local 987 along with the regular monthly dues.
- 3.04** The Company will show the yearly Union dues deductions on the employees’ T-4 slip.
- 3.05** The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided above.
- 3.06** The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.
- 3.07** In the case of new employees, the written request shall be required as a condition of continued employment, within the first thirty (30) days employment.

Article No. 4 – No Strike or Lockout

- 4.01** The Union agrees that there shall be no strike during the term of this Agreement and that the Union will take affirmative action to prevent any employee who is a member of the Union from going on strike or suspending or slowing down his work and the Employer agrees that there shall be no lock-out of the members of the Union during the term of this Agreement.
- 4.02** Employees covered by this Agreement shall have the right to refuse to cross any picket lines arising out of a labor dispute where safety of the employee and students is a legitimate concern. In such instances, the employee will contact dispatch by two-way radio for further instruction. Failure to cross a picket line in such instances shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

Article No. 5 – Job Specifications and Hours of Work

- 5.01 (a)** Each am route and each pm route will be guaranteed two (2) hours pay at the rate of pay as outlined in Schedule “A”.

Kindergarten routes will be guaranteed two (2) hours pay at the rate of pay as outlined in Schedule “A”.

- (b)** The two (2) hour guarantee includes time spent performing circle checks, deadhead, bus wash, interior cleaning, routing issues, reasonable traffic delay, breakdowns, and fuelling. In addition, time spent moving a bus for maintenance purposes, as well as, time waiting for the completion of such maintenance (minor repairs) will accrue under guarantee time. These duties will be distributed between the am and pm positions where reasonable to do so.
- (c)** Any time worked in the performance of (a) and (b) above, in excess of the two (2) hour guarantee, will be paid at the hourly rate outlined in Schedule “A”.
- (d)** Should the duties’ defined in (b) above require less than the allotted two (2) hour guarantee, the Company may assign additional driving duties. Should the additional work cause the driver to exceed the guarantee hours, additional hours will be paid as per (c) above.

The “additional driving duties” are specific to any duty requiring the operation of a school bus and any non-driving duty associated with this driving function (example: pre and post trips). Any non-driving function must be directly associated with the “additional driving duty” assigned.

These additional driving duties will be assigned as follows:

- i)** Offered to all drivers with sufficient guarantee time remaining to fully complete the job and assigned to the most senior driver volunteering.

- ii) Should no drivers volunteer the duty will be assigned to the most junior driver in (i) above.
 - iii) Should the additional work not be assigned through (i) or (ii), it will then be assigned to a driver based on remaining guarantee time, proximity, timelines, and bus size. In instance where two (2) or more drivers have equal time remaining, the work will be offered on a seniority basis first then assigned to the junior driver if not assigned through the voluntary process.
 - iv) Furthermore, in the event of breakdown/rescue or other emergency situations, and in the application of the volunteer/assignment process, bus size, proximity, and timelines may be taken into consideration so as to not further inconvenience our clients.
 - v) In the application of this language no driver will knowingly be forced to work beyond the conclusion of their allotted guarantee.
 - vi) Additionally, the Company will not divide or split runs unnecessarily in order to avoid the payment of the second run guarantee referred to in (c) above.
- (e) A driver operating a second complete am or pm route will be compensated with and additional two (2) hours guarantee.
 - (f) Fixed regular route drivers are entitled to operate their route unless the school board cancels or combines service. The Company has the right to combine “Special Ed” routes if operationally feasible due to reduced student ridership. The work on the combined routes will be offered to the drivers involved in order of seniority. The drivers refusing or cancelled will not be paid but will be given first option on other available work.
 - (g) Hours worked in excess of eight (8) hours per day will be paid at the overtime rate of time and one-half (1.5) the regular rate. Guarantee hours are not a consideration in the calculation of overtime entitlement. For clarity, guaranteed hours may total in excess of eight (8) hours without any payment of overtime provided the hours worked do not exceed the eight (8) hour requirement. The workweek shall be defined as Sunday through Saturday however, any work that is continuous from one (1) day to another shall be deemed the same overtime work.

5.02 Storm Days and Cancelled Service

- (a) School bus drivers will ensure that work will be performed if reasonably possible but it is understood weather conditions may interrupt the safe operation of their vehicles.

- (b) When the School Board cancels busing, the driver shall be paid the same percentage of earnings as the percentage of revenue received by the Company for the cancelled routes.

Upon request the Employer will provide the Union with information supporting the payment/non-payment of cancelled routes.

- (c) A driver confronted with a situation on board that is threatening can stop, secure the bus, and request assistance from dispatch. It is understood that the Company, driver, and when available a representative of the school or school board, will meet to reach a resolution with respect to safety when a threatening or unsafe work situation exist.

Article No. 6 – General Holidays

- 6.01** (a) An employee who qualifies in accordance with the relevant provisions of the Employment Standards Code of Alberta shall be granted a holiday with pay for each holiday established under the Alberta Code. These general holidays are as follows:

New Years' Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Payment will not apply during periods of summer lay-off.

- (b) To be eligible for payment for the above-noted holidays employees must have worked their last complete work day preceding the holiday and their first complete work day following the holiday.
- (c) **Method of Payment**

Employees NOT Required To Work

Eligible employees will be paid an amount equal to their average daily wage.

Employees Required To Work

Eligible employees will be paid an amount equal to their average daily wage plus one and one half (1.5x) times the hourly rate for all hours worked.

Article No. 7 – Vacations

- 7.01** All employees with less than five (5) years of service with the Company shall receive vacation pay of four (4%) percent of all wages earned in the year of employment for which vacation is given.

- 7.02** All employees with five (5) years or more service with the Company shall receive vacation pay of six (6%) percent of all wages earned in the year of employment for which vacation is given.
- 7.03** All employees with ten (10) years of more of Company service shall receive vacation pay of eight (8%) percent of all wages earned in the year of employment for which vacation is given.
- 7.04** Vacation pay for drivers will be included in the driver's bi-weekly pay.

Article No. 8 – Wages

- 8.01** Bus drivers shall be paid the applicable wage rates outline in Schedule “A” for the regular am and pm runs in accordance with Article 5.
- 8.02** Base rate or regular rate in this Agreement shall mean the rate of pay outlined in Schedule “A”.
- 8.03** In order to reflect accurate information on employee pay statements, the route timing information shall be adjusted by October 15th of each school year and as required throughout the school year.

Article No. 9 – Call out Pay and Charters

- 9.01** All employees who are called out by the Employer and report for work shall be paid a minimum of two (2) hours pay at the rate of pay applicable to the task performed as outlined in Schedule “A”. Where possible Employees will be provided reasonable notice of charter assignments.

Recurring charters during the summer break shall be posted as per Article 10.06.

- 9.02** The Company provides service for three types of charters.
- (a) Public Charters
 - (b) School Charters
 - (c) Large Event Charters (Summer/Winter Games, Large Pub Crawls, etc.)
 - (d) Public and Large Event Charters will be limited to operational hours consistent with the National Safety Code.
 - (e) The Company shall ensure the after-hours emergency contact number and customer contact information is included on all charter assignment documentation. The customer contact number provided shall be that of a participant in the actual chartering party.

The following procedures apply to the assigning of these charters.

Public Charters

- A public charter board to do evening, weekend, and out of town charters will be created, the signup board will be revised twice per school year, in September and March.
- Drivers will be assigned from the posting based on driving record, availability, experience and the availability of regular rate hours. Drivers who can complete the charter without any overtime payment will be given selection preference over drivers expected to incur any overtime premium pay.
- Assignments will rotate through the group.
- Two (2) refusals in a six (6) month period will result in removal from the list. After thirty (30) calendar days, an employee shall be permitted to add their name to the current list. Employees demonstrating abuse of this provision shall be refused access to the list.
- Same day charter assignment refusals shall be excluded from the two (2) refusals in a six (6) month period.
- Two (2) service failures, for which the driver is accountable, during the school year, will result in removal from the list.
- Regular Spare Drivers shall be included in the selection process only after all eligible drivers who have signed up for Charters have been offered the work and the charter assignment is not expected to incur any overtime premium pay.

School and Daytime Charters

- In September of each year a charter sign-up list will be created for all drivers wishing to perform charter work.
- Qualified drivers shall be permitted to add their name to the current list at any time and shall be assigned available charters in the following week.
- Drivers must notify management a minimum of seven (7) calendar days in advance to be removed from the current list.
- All requests for removal and addition to the current list must be in writing.
- The current list shall be made available upon request.
- Drivers will rotate through available assignments.

- Assignment will be based on availability, proximity, and bus size.
- Two (2) refusals in a six (6) month period will result in removal from the list. After thirty (30) calendar days, an employee shall be permitted to add their name to the current list. Employees demonstrating abuse of this provision shall be refused access to the list.
- Same day charter assignment refusals shall be excluded from the two (2) refusals in a six (6) month period.
- Employees on the current list must provide the Company a minimum of seven (7) calendar days advance notice when they will be unavailable for charter assignments.

Large Event Charters

- The Company will post a notice indicating the required number of drivers.
- Drivers will be selected based on seniority.
- Regular Spare Drivers shall be included in the selection process only after all eligible drivers who have signed up for Charters have been offered the work and the charter assignment is not expected to incur any overtime pay.

If no drivers are available through the above procedures, the Company may fill the charter by whatever means necessary.

PAYMENT FOR CHARTER WORK

School Charters

- Round trip paid at the rate in Schedule A with a minimum of three (3) hours pay
- In cases of different drivers performing the going and return portions of the same charter, each driver will receive one and one-half (1.5) hours pay
- One-way charters will be paid at the rate in Schedule "A" with a minimum of two (2) hours pay.

Public Charters

- Drivers will be paid at the rate in Schedule A with a minimum of two (2) hours

Large Event Charters

- Drivers will be paid at the rate in Schedule A with a minimum of two (2) hours.

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

Example: Charters commencing before 6:00 a.m. will be paid for breakfast, after 6:00 a.m. will not receive payment for breakfast. Lunch and supper will be dependent on working at noon and 6:00 p.m.

- 9.03** For all Charters the Company shall be required to maintain a binder containing the Dispatch Log to be updated daily and can be viewed only, by the employees and the Shop Steward.
- 9.04** Request charters will be assigned to the driver requested by the chartering party if the driver is available. Such request must be made in writing by the chartering party. Any requested charter will count in the rotation.

Article No. 10 – Seniority

- 10.01** Seniority is the total length of continuous service by an employee in the employ of the Company, within the Bargaining Unit. The purpose of seniority is to provide the order of work preference with regard to bidding, layoffs, recalls, and vacation selection except as specified elsewhere in this Agreement.
- 10.02** Each employee hired to fill a position shall have a probationary period of ninety (90) calendar days from the date of hire in the position. During the probationary period the Company may terminate the employee for any reason at its discretion which shall not be subject to a grievance under the Grievance Procedure. Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the position.
- 10.03** A seniority roster of all employees covered by this Agreement showing name, classification, and date of last entry into the service of the Employer shall be revised and posted in March and September each year. If within thirty (30) days of posting, proof of an error is present by an employee or the Union or the Employer, such errors shall be corrected. Employee's seniority shall carry-over from one (1) school year to the next.

Seniority list shall be prepared and posted by the Employer every six (6) months (March and September). The Employer shall also provide a copy to the Union.

- 10.04** Established seniority shall not be subject to forfeiture by an employee unless:
An employee assigned to a position outside the Bargaining Unit for a period in excess of ninety (90) days shall forfeit all seniority and will be removed from the seniority list.
- 10.05** Employment will be terminated and the employee's name removed from the seniority list when the employee:

- (a) Voluntarily leaves the service of the Employer; or
- (b) Is discharged for just cause; or
- (c) Is laid off for a period of eighteen (18) months and the period has not been extended in writing at the request of the employee for a further six (6) months; or
- (d) Having been laid off and subsequently recalled, he fails to return to work as required. In the application of this Clause it is understood that the employee will receive a minimum of two (2) weeks' notice of the recall date. Such recall notice will be included in the layoff notice where possible; or
- (e) Fails to return from a leave of absence on the date specified.
- (f) Should he be absent from work due to a disability for a period of twenty-four (24) months, subject to the Company having satisfied its duty to accommodate as provided for under applicable human rights legislation;

10.06 The following rules shall apply to filling vacancies, layoffs, and recalls:

- (a) The Employer will advise the Union by E-mail, fax or mail of all anticipated permanent vacancies in all Departments.
- (b) During the period of September 15th to June 15th vacancies will be posted for five (5) working days. Drivers shall be permitted two (2) bid awards per school year. Selection shall be made based on availability, seniority, subject to qualifications and ability being relatively equal. The Company, at its sole discretion, shall determine the location from which the bus will commence.
No later than the Friday prior to the start-up meetings all vacancies arising since June 15th of the previous school year will be posted for bid. Drivers wishing to bid any vacancy must sign the posted bid prior to Friday of the last week of start-up meetings. Assignment will be made in accordance with the previous paragraph including starting point determination.

Vacancies arising between the week of start-up and September 15th will be assigned by the Company and will not be posted for bid. Vacancies shall be posted within forty-eight (48) hours of Management's knowledge of the vacancy.

- (c) Having bid in the above process, the successful bidder must accept and operate the route chosen.

- (d) Bus drivers operating from the closest yard who complete the school year on a route shall continue to have the same route from one (1) school year to the next provided the route continues to operate to the same school and in the same general geographic proximity. Park-out drivers will be allowed to retain their route under the above conditions provided the deadhead is less than the deadhead incurred from the closest yard.
- (e) During the school year temporary vacancies may develop (sickness, short term LOA, WCB, etc.) which in the interest of customer service requires the use of an interim driver. In such instances the Company may assign a driver willing to do the route until the return of the regular driver. A return from a leave of absence will be in accordance with Article 12.01, 12.04 or 12.05.
- (f) In the event of layoff, which is the elimination of a route or position, the affected employee will bump the least senior employee in the classification in the employee's school location and the affected employee may exercise seniority over the least senior employee in the classification within the Bargaining Unit. If no junior employee exists at the school location, the employee may exercise their seniority over the most junior employee at another yard in the Bargaining Unit.

In the event the layoff involves two (2) or more drivers, then the laid-off drivers will have the ability to bump the corresponding number of most junior employees in the classification at the school location, with the senior driver selecting first and moving to the most junior laid off driver. If no junior employees exist at the school location, the employee may exercise their seniority over the most junior employee at another yard in the Bargaining Unit.

The affected employees may then exercise seniority over the least senior employees in the classification at another yard within the Bargaining Unit with the senior driver selecting first and moving to the most junior driver.

- (g) In the event of recall, employees shall be recalled by classifications of work as required by the Employer and those with the most seniority in the classifications concerned shall be recalled first subject to home location, qualifications, and ability.

10.07 Security of Employment

- (a) If layoffs should be required such layoffs shall be from those employees with less overall seniority and shall be done in accordance with the terms of the Collective Agreement.
- (b) The Employer agrees that those employees shall be laid off and recalled in accordance with the appropriate terms of the Collective Agreement.

- (c) The Employer shall provide each employee notice of lay-off. Further, upon layoff the Employer shall ensure an accurate Record of Employment is issued in accordance with Service Canada.

Article No. 11 – Temporary Assignments

- 11.01** Any employee covered by this Agreement who agrees to a temporary assignment to another classification, during his/her normal hours of work within the Bargaining Unit, for which the rate of pay is lower than the rate of pay for such employee's regular classification, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 11.02** On each occasion when an employee agrees to a temporary assignment to a classification, during his/her normal hours of work within the Bargaining Unit, for which the rate of pay is higher than the rate of pay for such employee's regular classification, he shall be paid at the higher rate of pay from the first day of such assignment.
- 11.03** An employee who agrees to a temporary transfer to a position beyond the scope of the Bargaining Unit shall retain and accumulate seniority for a period of ninety (90) days. During this ninety (90) day period the employee may return to the Bargaining Unit on a voluntary basis or as a result of layoff. After ninety (90) days, the employee shall forfeit all accumulated seniority.
- 11.04** An employee performing Bargaining Unit work on a voluntary basis outside their classification during normal off-duty periods will be paid at the applicable negotiated rate for the work performed.

Article No. 12 – Leave of Absence

12.01 General Leave

- (a) If, in the opinion of the Employer operational requirements permit, a request for a leave of absence without pay may be authorized. Whenever possible request for a leave of absence must be submitted in writing a minimum of fourteen (14) days prior to the effective date. Granting of such request will be dependent on operational requirements and at the discretion of the Company.
- (b) If the leave is of twenty-one (21) days or less, the driver will retain and return to his/her route with no loss of seniority.
- (c) If the leave is of more than twenty-one (21) days, the driver will suffer no loss of seniority however he/she will have no claim to the route vacated.
- (d) Notwithstanding 12.01 a), no employee shall be granted leave to engage in alternate employment.

12.02 Bereavement Leave

Should a death occur in an employee's or spouse's immediate family (spouse, parents, sisters, brothers, children, grandparents or grandchildren), the employee shall be entitled to a leave with pay for three (3) working days for each occasion, to be taken at the time of internment or celebration of life. Requests for additional unpaid bereavement leave shall not be unduly denied, however operational needs of the Company will be the determining factor.

Should the death occur outside the Province of Alberta or Canada the employee shall be entitled to an additional one (1) working day.

12.03 Leave for Union Business

- (a) In addition to one (1) technician, the Employer agrees that one (1) Representatives of the Union per one hundred (100) drivers will be granted leave from their pm employment temporarily in order to carry on negotiations with the Employer, they shall receive no additional pay however they shall suffer no loss of pay for the time so spent.

The Employer agrees that where permission has been granted Representatives of the Union to leave their employment with respect to a grievance, they shall receive no additional pay however they shall suffer no loss of pay for the time so spent.

- (b) The Employer agrees that where permission has been granted Representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall receive no additional pay however they shall suffer no loss of pay for the time so spent.

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

At the end of their leave the employee shall be returned to the route they posted to at the time their leave commenced if the route exists.

12.05 Medical Leave of Absence

An employee who requests medical leave must provide the Company with medical documentation so that no period of an employee's absence is not accounted for. The medical documentation must precede the period of absence it is accounting for. Should the medical documentation not include a return to work date the employee must provide to the Company medical documentation every eight (8) weeks.

In order to qualify as an acceptable medical documentation, the report must contain the date of the visit, and the anticipated date of return work (if applicable), on licensed physician letterhead, dated and signed by the licensed physician substantiating that you remain off work due to medical reasons.

At the end of their leave the employee shall be returned to the route they posted to at the time their leave commenced if the route exists.

Note: Temporary vacancies created by Medical Leaves (Article 12.05) or Maternity/Parental Leaves (Article 12.04) shall be filled in accordance with Article 10.06 (e).

Article No. 13 – Payroll Period

13.01 Payroll periods shall be bi-weekly, and shall be by automatic bank deposit. When the regular payday falls on a holiday, the payday shall be the last banking day prior to such holiday.

Article No. 14 – Management and Labour Relations

14.01 The Employer shall provide the Union with a list of supervisory staff and the Union shall provide the Employer with a list of Union Officers and Shop Stewards.

14.02 The Employer and the Union agree to establish a Labor-Management Committee consisting of not more than six (6) representatives of the Union and not more than four representatives of the Employer. Union members will receive hourly pay at the applicable regular hourly rate for the time in attendance at each meeting.

14.03 The Committee shall consider items affecting the operation and of concern to both parties.

14.04 The Committee shall meet once every two (2) month except July and August. Other meetings may be held as mutually agreed upon. Minutes will be distributed two (2) weeks following each meeting. Labor and Management shall provide notification of all guests.

14.05 The Company will give consideration to a reasonable requests for information.

14.06 Regulations and Policies

(a) The Company has the exclusive right to make, modify and implement employment, policies and procedures to be observed by the employees; such employment policies and procedures must not be inconsistent with the provisions of the present agreement.

- (b) The Union Business Agent and stewards will be advised, in writing, of any new employment policies or modifications thereof, at least seven (7) days in advance of the implementation date if possible. The Company is committed to advise the employees of any such new or modified policy, by distributing written notices with the employees' pay cheques. A notice will also be posted on the employee bulletin board.
- (c) The Company agrees to provide the Union with its current Company employment policies upon request.
- (d) The Company shall notify the Union and the employees of any change to an existing policy or the introduction of a new policy and shall make its best effort to notify the Union prior to it becoming into effect.

No new policy shall become effective until the employees have been made aware of it.

Article No. 15 – Grievance Procedure and Discipline

15.01 (a) Should a dispute arise between the Employer and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, such dispute shall be settled without interruption of the Employer's business in the following manner:

(b) Step One:

An employee shall within ten (10) working days of an occurrence that could become the matter of a grievance, verbally bring the incident to the attention of the immediate or applicable Supervisor. The immediate or applicable Supervisor shall respond verbally within five (5) working days of the meeting.

(c) Step Two:

If the grievance is not resolved at Step One of the grievance procedure, the grievance shall be put in writing and presented to the Edmonton Assistant Location Manager or designate. The Edmonton Assistant Location Manager or Designate shall arrange a meeting with the Union Business Agent to discuss the grievance within ten (10) working days of receiving the grievance and respond to the grievance in writing within five (5) working days of the meeting.

(d) Failing satisfactory settlement being reached in Step Two, the Union shall, within ten (10) working days from the day the Area General Manager / Designate rendered his decision, give fifteen (15) working days' notice in writing to the Area General Manager/Designate or Designate of its intention to refer the dispute to arbitration.

- (e) Within fifteen (15) working days of a grievance being referred to arbitration the Employer and the Union will agree on a sole arbitrator to hear the grievance. The expenses and remuneration of the arbitrator shall be borne in equal amounts by the Union and the Employer. The Arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of the Collective Agreement.
- (f) In the case of a suspension or discharge, the grievance may be submitted at Step 2 of the grievance process.
- (g) For any matter where the employee has a meeting with the Employer at any step of the grievance procedure concerning a grievance or potential grievance, the employee may be accompanied by representatives of the Union.

15.02 Policy Grievances

It is the intention of the parties that a policy grievance shall be reserved for disputes involving a question of general application or interpretation. These grievances will be submitted at Step Two of the Grievance Procedure in Article 15.01.

15.03 General

- (a) Grievances may be delivered by fax, email, mail, or personally delivered.
- (b) Any step of the grievance procedure may be omitted by the mutual agreement in writing by both parties.
- (c) Any time limit fixed during the grievance procedure may be extended by mutual agreement in writing by both parties.
- (d) Subject to the rights pursuant to the OH&S Act, no employee shall refuse to perform and assigned duty or task because such employee considers that the terms of the Agreement have been violated. In any such instance, the employee shall perform the task and grieve later.
- (e) The time limits in this article will be deemed to be mandatory. Failure by either party to meet the time limits will result in the grievance being advanced to the next step.

15.04 Discipline

- (a) The Employer reserves the right to discipline, suspend, or discharge employees for just cause. The burden of proof shall be the Employers to bear when issuing any of the above-mentioned disciplines.

The Employer shall issue discipline to the employee within twenty (20) business days of the Company's knowledge of the incident-giving rise to the discipline. In instances where fault may be determined by the results of an investigation by outside sources or agencies, the time limits will commence upon receipt of the report.

An additional ten (10) working days shall be granted upon request. Any further extension will be by mutual agreement between the parties.

- (b) The Employer shall provide the Union with a copy of any written disciplinary notice within three (3) days of such action being taken.
- (c) An employee shall have the right of Union Representation at a meeting called by the Employer to advise of discipline, suspension, or discharge. Should the employee choose to decline representation, the employee will sign a waiver form indicating his/her choice.
- (d) An employee, accompanied by union representation, may request a meeting with the Employer to discuss the discipline, suspension or discharge within ten (10) working days of having received the discipline, suspension or discharge.
- (e) An employee may make an appointment for a meeting with the Employer to review the employee's personnel file. The appointment will be scheduled within seventy-two (72) hours of the request. Such appointment shall be during the Employer's normal office hours. The employee shall be entitled to make a copy of any disciplinary information contained in the personnel file. Further, the employee shall have the right to reply in writing to any document placed in their personnel file and such reply shall become a part of the employee's record.
- (f) Where it is determined, through the grievance process that an employee has been unjustly disciplined, suspended, or discharged, the Employer shall forth with compensate the employee for any amounts as agreed between the parties or as determined by arbitration.
- (g) Records of discipline shall be removed from the employee's file if, within twenty-four (24) months following the discipline there has been no further discipline.

Article No. 16 – Medical and Eye Examinations And Health Spending Account

16.01 The Employer agrees that fees for medical and eye examinations incurred, as a requirement of the hiring process will be reimbursed to the driver upon successful completion of the probationary period.

16.02 Should the Employer instruct an employee to undergo a medical or optical examination to determine fitness to carry on or resume work, the expense of the examination will be borne by the Employer.

16.03 An employee demonstrating a pattern of absenteeism (two (2) separate occurrences within a forty-five (45) calendar day period) due to sickness may be required to furnish a “Doctor’s Note” to substantiate such illness. If the illness is three (3) day or less, the employee will be reimbursed for the cost of such note. If the illness is greater than three (3) days, the cost will be borne by the employee.

16.04 Effective January 2015, and each January thereafter, the Employer will create a Health Spending Account in the amount of three hundred (\$300.00) dollars for all eligible drivers. The following is a summary of the HSA provisions as outlined in the Group Policy 83033 with Manulife Financial:

- (a) The HSA will be subject to all CRA rules and regulations.
- (b) The HSA is available only to drivers not covered by the Employer Benefit Plan.
- (c) Drivers must have a minimum of one calendar year of service with the Employer as of the January 1st enrollment date and be actively at work. Eligible drivers will be enrolled on January 1st, 2015 and each January 1st thereafter.
- (d) Yearly Employer contributions of three hundred (\$300.00) will be made each January.
- (e) Eligibility for reimbursement of expenses will be in accordance with CRA guidelines.
- (f) Expenses must be submitted to Manulife within sixty (60) days of the end of the calendar year in which the expense was incurred.
- (g) Any unused monies deposited at the beginning of any year will be carried over until the next year. At the end of that year if they remain unused those monies will be forfeited.
- (h) Any administration cost/fee associated with the processing of expense claims will be the responsibility of the Employer.

Article No. 17 – License Fees

17.01 The Employer agrees that license fees incurred, as a requirement of the hiring process will be reimbursed to the driver upon successful completion of the probationary period.

Article No. 18 – Technological Change

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

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

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

18.04 Layoff as a result of technological change will be in accordance with Article 10 of this Collective Agreement.

Article No. 19 – General

19.01 In the event of a workplace accident, modified duties may be offered to an employee.

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

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

19.03 The Company shall maintain all vehicles in a safe operating condition in accordance with Government of Alberta regulations.

19.04 The Company will provide adequate forms for the employees to book the equipment for necessary repairs.

19.05 The Company will provide for a regular safety committee.

19.06 The Company shall provide an emergency telephone number for the employee on duty to contact the Company at any time.

The Company will provide all employees with an emergency telephone number when working nights and weekends.

19.07 With prior approval from the Company, employees shall be permitted to enter into job share arrangements.

19.08 When scheduling training meetings and/or information meetings the Company will provide a minimum of seventy-two (72) hours' notice.

In instances of a non-urgent nature requiring Union representation, an employee will be given a maximum twenty-four (24) hours to obtain such representation.

In instances of an urgent nature, (collision, lost child, customer complaint, etc.) investigative meetings will be held without prior notice.

Article No. 20 – Conflicting Agreement

20.01 The Company agrees not to enter into any agreement or contract with employee covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

Article No. 21 – Term of this Agreement

21.01 This Agreement shall be binding upon both parties from September 1st, 2017 to August 31st, 2019. This Agreement shall continue in force from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the 31st day of August 2019 or in any subsequent year that it desires its termination or amendment.

Article No. 22 – Benefit and Binding

22.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assigns.

Schedule "A"
Re: Wages

The following dollar and percentage rates relate specifically to the rates contained in Schedule A.

Increase rates as follows:

	01-Sept-17	01-Sept-18
DRIVERS:		
Regular Routes	20.64	20.64
Special Needs Routes	21.79	21.79
Contract Route - Shuttle	23.35	23.35
Charter	15.99	15.99

The parties agree to allow School Board specific wage improvements where applicable

MAINTENANCE:

Licensed Mechanic	39.25	39.25
Licensed Bodyman A	38.00	38.00
Licensed Bodyman B	30.21	30.21
Bus Wash/Yard Worker	16.48	16.48
Shop Serviceperson A	27.88	27.88
Shop Serviceperson B	21.55	21.55
Yard Serviceperson	19.00	19.00

Apprenticeship rates will be paid as per the Provincial regulations.

PREMIUM PAY

Driver Trainer	1.00	1.00
Park Outs (Per Winter Season)	25.00	25.00
Bus Transfers	20.64	20.64
Lead Hand - Maintenance	1.00	1.00
Training and Safety Meetings*	14.49	14.49
Online Training*	14.49	14.49

* Training Pay applicable to post-hire training only. The time allocation for online training will be based on the complexity and the estimated average time required to complete the program with a minimum of one-hour pay. Where drivers are required to travel to and from the training site, such travel time will be paid at the regular route rate.

Shift Premium applicable to Maintenance personnel only.

Maintenance employees shall receive an additional two dollars (\$2.00) per hour for all regularly scheduled hours worked between 6:00 p.m. and 4:00 a.m. This premium is not applicable to overtime hours.

Lump Sum:

	01-Sept-17	01-Sept-18
Licensed Mechanic	\$500.00	\$500.00
Licensed Bodyman A	\$500.00	\$500.00
Licensed Bodyman B	\$500.00	\$500.00
Bus Wash/Yard Worker	\$500.00	\$500.00
Shop Serviceperson A	\$500.00	\$500.00
Shop Serviceperson B	\$500.00	\$500.00
Yard Serviceperson	\$500.00	\$500.00

SCHEDULE "B"

Employees shall be covered by the following provisions of the Collective Agreement.

Article No. 1 – Recognition and Purpose

Refer to Main Body.

Article No. 2 – Dignity, Respect, Discrimination and Workplace Harassment

Refer to Main Body.

Article No. 3 – Deduction of Union Dues

Refer to Main Body.

Article No. 4 – No Strike or Lockout

Refer to Main Body.

Article No. 5 – Hours of Work and Overtime

5.01 Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, with an unpaid lunch not to exceed one (1) hour. Employees' shall receive a fifteen (15) minute paid break before and after lunch each day.

With mutual consent of the Company and the Union, extended hour days and/or four (4) day workweeks may be established.

5.02 Employees shall be paid overtime at the rate of one and one-half (1 ½ x) times the regular rate for all hours worked beyond eight (8) hours from the start of their working day and forty (40) hours per week.

5.03 The Employer with due regard to seniority will allocate overtime to employees within the Unit who are willing and qualified to perform the available work.

Article No. 6 – General Holidays

6.01 An employee who qualifies in accordance with the relevant provisions of the Employment Standards Code of Alberta shall be granted a holiday with pay for each holiday established under the Alberta Code. These general holidays are as follows:

New Years' Day	August Civic Holiday
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

6.02 If a General Holiday falls on a non-working day, the employee shall receive eight (8) hours pay at regular rate for the day.

6.03 An employee who works on a General Holiday as outlined in Article 6.01 shall be paid at the rate of two and one-half (2.5x) times regular pay.

Article No. 7 – Vacations

7.01 Employees shall be entitled to annual vacation according to the following:

- One (1) year but less than three (3) years, two (2) weeks' vacation with pay. (4%)
- Three (3) years but less than eight (8) years, three (3) weeks' vacation with pay. (6%)
- Eight (8) or more years four (4) weeks' vacation with pay. (8%)

Any employee with an entitlement greater than the above (at Date of Ratification) will be red circled.

7.02 Management will establish an annual January to December vacation year.

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

Vacation selection shall be by seniority.

Employees shall make their first one (1) or two (2) week vacation selection no later than January 15th. The Employer shall post the first selections no later than January 31st.

Employees shall make the remainder of their vacation selections by February 15th and the Employer shall post by March 1st.

Should any employee not request their vacation weeks as listed above, the employee will select his vacation from what is available.

Employees requiring vacation weeks for the month of January shall request their weeks no later than December 1st of the previous year and shall be awarded on a first come – first serve basis. The Employer shall post these vacations once they have been approved.

Employees are not allowed to carry-over vacation into the next calendar year and employees not bidding vacation by September 15th will be assigned vacation dates by the Employer

7.03 When a General Holiday as defined in Article 6.01 occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay. The extra day(s) shall be taken at the beginning or the end of the vacation period as mutually agreed by the Employer and the employee.

Article No. 8 – Wages

8.01 Employees shall be paid the applicable wage rate outline in Appendix "A" attached to this Schedule.

Article No. 9 – Call Out Pay

9.01 All employees who are called out by the Employer and report for work shall be paid a minimum of three (3) hours pay at the rate of pay applicable to the task performed as outlined in Schedule "A".

Article No. 10 – Seniority

Refer to Main Body.

Article No. 11 – Temporary Assignment

Refer to Main Body.

Article No. 12 – Leave of Absence

Refer to Main Body with the addition of:

12.01 Employees attending Company approved training courses to upgrade skills and abilities will be paid their normal rate of pay for such hours.

Article No. 13 – Payroll Period

Refer to Main Body.

Article No. 14 – Management and Labour Relations

Refer to Main Body.

Article No. 15 – Grievance Procedure and Discipline

Refer to Main Body.

Article No. 16 – Medical and Eye Examination

16.01 The Company agrees to provide cost shared medical benefit coverage for full-time employees covered under Schedule “B”. Coverage and premiums will be 75% Employer/25% employee paid for dental coverage, 50%/50% for Long Term Disability coverage and 100% Company paid for basic employee Life Insurance, Accidental Death and Dismemberment, Extended Health Care, and Short-Term Disability.

All optional coverage is at the employee’s expense.

16.02 Effective ratification full-time Maintenance employees will be provided three (3) paid “sick day”.

These days are to be used in cases of illness, and are not “personal days” to be used for non-medical absences.

In cases of illness exceeding beyond a single day, the employee should provide a minimum twenty-four (24) hours’ notice of the intent to use one (1) or more of these days.

All unused sick days shall be paid out at the end of the calendar year.

Article No. 17 – License Fees

17.01 Licensed Mechanics will be reimbursed the cost of maintaining the Commercial Vehicle Inspection License.

17.02 All current Maintenance Personal and new hires shall be provided airbrake and Class 2 licencing. The cost of such training and licencing shall be paid by the Employer.

Article No. 18 – Technological Change

Refer to Main Body.

Article No. 19 – General

Refer to Main Body.

Article No. 20 – Conflicting Agreement

Refer to Main Body.

Article No. 21 – Term of this Agreement

Refer to Main Body.

Article No. 22 – Benefit and Binding

Refer to Main Body.

Article No. 23 – Boot and Tool Allowance

- 23.01** Full time maintenance employees working as licensed mechanic, apprentice mechanic, shop serviceperson or yard serviceperson will be paid a combined boot and tool allowance of fifty cents (\$0.50) per regular hour worked in the classification.
- 23.02** The Employer agrees to provide Maintenance Employees, on an exchange and as required basis with a winter coat.
- 23.03** Maintenance Employees shall be provided with clean coveralls on the basis of 5 per week for in-shop employees and five (5) per week for yard employees.
- 23.04** The Employer will supply gloves; Company approved safety glasses (prescription and non-prescription) and hard hats.

Article No. 24 –Tool Insurance

- 24.01** The Company shall pay each Licensed Mechanic, Licensed Bodyman A, Licensed Bodyman B and apprentices one hundred (\$100.00) annually for the purchase of fire and theft insurance to cover the cost of tool replacement.

Letter of Understanding #1
Re: Discipline Process

Between:

FirstCanada ULC *Branch 31720*
Edmonton, Alberta
(Hereinafter Called “The Company”)

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta
(Hereinafter Called “The Union”)

The parties agree that in some instances employees may be issued suspensions without any loss of time or earnings. In such instances the employee will perform their regular duties however the issuance of a “no time loss” suspension will carry the same weight as a “time loss” suspension in the progressive discipline process.

In instances unrelated to safety and or vehicle collisions, requiring discipline of a less than termination penalty, the employee will be assessed a written warning or if the seriousness of the incident requires discipline exceeding a written warning, a “no time loss” penalty.

In instances related to safety and/or vehicle collisions, the application of “no time loss” discipline will be dependent on the employee’s collision/work history and the severity of the collision.

Since this is a deviation from the normal disciplinary process the parties agree to implement this process on a trial basis for a one-year term from the Date of Ratification.

Letter of Understanding #2
Re: Regular Spare, Part-time Spare and Floater Drivers

Between:

FirstCanada ULC Branch 31720
Edmonton, Alberta
(Hereinafter Called “The Company”)

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta
(Hereinafter Called “The Union”)

This language is intended to clarify the current practices regarding the above positions. It is understood that these positions often need to react to emergency situations. While it is the intention of the Company to maintain a consistent application of these practices, the need to respond quickly and efficiently may take precedence.

The Company has the designations of Regular Spare Driver, Part-time Spare Driver, and Floater Driver.

Regular Spare Driver

1. These drivers are utilized during the school term to provide coverage for any available work within the area of the Bargaining Unit.
2. Drivers failing to demonstrate the required proficiency for these duties will be removed from this position.
3. Drivers are required to be available for am, mid-day, and pm work with a minimum of six (6) hour availability and pay.
4. Drivers will be paid at the “Special Needs” rate for all hours worked in performance of the above duties.

Part-time Spare Drivers

1. These drivers are available on an irregular basis.
2. These drivers are paid for the work done (or guaranteed) at the applicable rate.

Floater Drivers

1. These drivers are utilized to provide coverage on regular school days.
2. Drivers failing to demonstrate the required proficiency for these duties will be removed from this position.
3. Drivers will be dispatched to a general area but will be expected to operate outside this area if required.
4. Drivers are assigned a bus and duties are am/pm route coverage and rescues as required.
5. Drivers will be paid a minimum of two (2) hours in the am and two (2) hours in the pm. All hours worked in performance of the above duties will be paid at the “Special Needs” rate.

The Company agrees to “red circle” the current “Regular Spare Drivers” in accordance with the “Position Posting “Full Time Spare Drivers” and the “Regular Scheduled Spare Guidelines.”

In future, all Postings for “Regular Spare Driver” shall be accordance Letter of Understanding #2 “Regular Spare Driver.” Charters will be allocated as per Article 9, and then to spare drivers who sign the charter list in rotation who are available.

Letter of Understanding #3
Re: Driver Trainers

Between:

FirstCanada ULC Branch 31720
Edmonton, Alberta
(Hereinafter Called “The Company”)

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta
(Hereinafter Called “The Union”)

This language is intended to clarify the current practices regarding the above position. While it is the intention of the Company to maintain a consistent application of these practices, operational changes, route increases or decreases may require revisions to the procedures.

Driver Trainers

Driver Trainers are selected by the Company to perform training and instruction to driver applicants as well as any re-training of current employees.

Driver Trainers are paid a one (\$1.00) dollars per hour premium on the regular driving rate while actively involved with a student or re-training a current employee.

Driver Trainers performing administrative functions due to a “no show” applicant or in any other administrative capacity will be considered “out of scope” and not subject to this Agreement.

In the instance of a “no show” the Trainer will be given the opportunity to perform other out of scope work. Should the Trainer decline such work they will receive no compensation for the “no show” event.

Letter of Understanding #4
Re: 4X10 Work Schedule for Maintenance Employees

Between:

FirstCanada ULC Branch 31720
Edmonton, Alberta
(Hereinafter Called "The Company")

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta
(Hereinafter Called "The Union")

The parties hereby agree to the creation of four (4) day workweeks for the Maintenance employees at the North yard. Per article 5.01 of Schedule "B" and notwithstanding provisions of the "Collective Agreement between FirstCanada ULC and Teamsters Local Union 987" the following conditions shall apply to the Maintenance employees scheduled four (4) days per week at ten (10) hours per day:

1. The normal schedule will be four (4) working days per week of ten (10) hours each day. 4X10 schedules will have three (3) consecutive days off with Saturday and Sunday being two (2) of them. 4X10 schedules will be voluntary and no employee shall be displaced over the creation of a 4X10 schedule.
2. Overtime shall only be paid if the employee working the schedule works more than forty (40) hours in the week or ten (10) hours in the day.
 - i) Should an employee work on a regular day off (RDO) it will be considered overtime, and
 - ii) When scheduling employees on a RDO the work will be offered by seniority, rate of pay will not be a considering factor, and
 - iii) An employee that has not worked all scheduled shifts for the week shall not receive overtime until forty (40) hours of work have been completed.
3. General Holiday pay, Bereavement, Jury duty and Sick pay will be paid ten (10) hours for each day to those employees working the 4X10 schedule.
4. It is understood by the parties that one (1) week of vacation equals the employees 4X10 work schedule.
5. All employees working the 4X10 schedule will be entitled to three (3) paid fifteen (15) minute breaks per shift. One (1) is to be taken prior to lunch and two (2) after lunch.

- 6. The ten (10) hour shifts will be awarded to qualified staff in the following order:
 - i.) Job posting awarded to senior qualified applicant.
 - ii.) New hire (if required)
- 7. This Agreement is made without prejudice or precedent and shall not be referred to or relied upon by either party in any other case or situation.
- 8. Should either party wish to terminate this Agreement, it may do so by giving thirty (30) days advanced written notice to the other party.

Signed at Edmonton, Alberta this _____, day of _____ 2017.

FirstCanada ULC
Branch 31720
Edmonton, AB

Miscellaneous Employees,
Teamsters Local Union 987 Of Alberta
Edmonton, AB

 Peter DeRosse

 Wayne Skene

 Loiselle, Billy

 Jim Haryett

 Jim Kane

 Suzanne Pritchard

 Shelley Miller

 Gary Mack