

Company Offer – August 13, 2025

BETWEEN:

**947465 ONTARIO LTD. o/a VOYAGO or VOYAGEUR TRANSPORTATION
SERVICES**

(hereinafter referred to as the “EMPLOYER”)

-- and --

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the “UNION”)

ARTICLE 1 – PURPOSE

1.01

The Company and the Union agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.

1.02

Employees shall conduct themselves in a respectful and courteous manner when addressing the Company or it's representatives and in return the employees and the Union representatives shall be addressed in a respectful and courteous manner by the Company representatives.

ARTICLE 2 – SCOPE & RECOGNITION

2.01

The Employer recognizes the Union as the sole collective bargaining agent for all employees of 947465 Ontario Ltd. o/a Voyago or Voyageur Transportation Services working in and out of the Middlesex, Elgin and Oxford counties in the Province of Ontario in relation to the provision of school bus services, save and except maintenance, mechanics, sales and office staff, dispatchers, supervisors and those above the rank of supervisor and those already represented by a trade union.

2.02

The Company agrees not to enter into any agreement or contract with its employees within the bargaining unit, individually, or collectively, which in any way conflicts with the terms and provisions of the agreement without the Union's written agreement.

2.03

The parties agree this agreement is intended to be gender neutral and that provisions of this agreement are intended to apply irrespective of gender unless it results from the context of a provision that it be only applicable to a specific gender.

2.04

The word “employee” or “employees” wherever used in the agreement shall mean any or all of the employees in the bargaining unit as defined above unless the context dictates otherwise.

2.05

The Company will not assign duties normally performed by bargaining unit employees so as to cause the layoff of a bargaining unit employee.

2.06

The Company will not contract out work usually performed by bargaining unit employees so as to cause the layoff of a bargaining unit employee.

ARTICLE 3 – RELATIONSHIP

3.01 No Discrimination

(a) The Company and the Union agree that there shall be no discrimination within the meaning of the Ontario *Human Rights Code*, as amended from time to time, against an employee by reason of the employee’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability or any protected ground added to the Human Rights Code’s employment section in the future. Disputes under the *Human Rights Code* can be processed through the grievance procedure under this Agreement.

(b) The Company and the Union undertake to comply with the Ontario *Labour Relations Act*, as amended from time to time, in respect of employees’ lawful right to become and remain members of the Union and to participate in its activities, or to refrain from doing so.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01

The Union recognizes and acknowledges that the management of operations and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that, except as prescribed or restricted by the Collective Agreement, it is the exclusive function of the Employer to:

- (a) maintain standards, order, discipline and efficiency;
- (b) hire; assign; direct; schedule; promote; demote; classify; transfer; lay-off; recall; suspend, discharge or otherwise discipline non-probationary employees for just cause;
- (c) determine the nature and kind of business conducted by the Employer, the control of materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof; and determine all other functions and prerogatives invested in and exercised by the Employer which shall remain solely with the Employer;
- (d) make and enforce and alter from time to time rules, regulations, and policies and procedures to be observed by employees, provided such rules, regulations or policies have been brought to the Union's attention in advance of their implementation;
- (e) discipline or discharge a probationary employee for any reason satisfactory to the Employer.

The Employer's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in future.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01

The Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout. The terms "strike" and "lockout" shall be as defined by the Ontario *Labour Relations Act*, as amended from time to time.

ARTICLE 6 - UNION SECURITY

6.01

As a condition of continued employment, all present and new Employees covered by this Agreement shall become and remain members in good standing of the Union at the signing of this Agreement.

6.02

New employees shall make application for Union membership during new employee orientation on cards supplied by the Union, which the Company will scan and send to the Union.

6.03

The Company agrees to deduct from the first (1st) pay date of an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the 15th day of the following month. The Company agrees to utilise electronic fund transfers (EFT) as the method of remitting dues to the local Union on a monthly basis. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified. The amount of dues shall be calculated in accordance with the Constitution and By-Laws of the international Union and the Local Union's Constitution.

6.04

The Union will provide a pre-billing statement to the Company setting out the relevant information with respect to employees from whose pay the Union expects deductions will have been made. The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's pre-billing statement by indicating any changes in name, address, postal code, hourly wage, as well as the date of resignation or termination of any member who has resigned or whose employment has been terminated since the date of the last statement.

6.05

The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

6.06

The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid for the employee during the previous year.

ARTICLE 7 - UNION REPRESENTATION

7.01

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company. The Union Representatives agree to contact management of the Company to request permission before entering the Company's premises.

7.02

Stewards shall be appointed or elected as the Union so wishes. No discrimination shall be shown against any Steward or alternate for carrying out their duties.

7.03

There shall be 1 (one) Chief Steward and 2 (two) Shop Stewards elected or appointed by the Union. In the event that the Chief Steward is not available, an alternate shall take the place of the Chief Steward.

7.04

The Union shall notify the Company, in writing, of its appointed Chief Steward and Shop Stewards.

7.05

The Company will recognize the Chief Steward and Stewards selected in accordance with the Union rules and regulations as the onsite representatives of the employees, particularly with respect to grievances.

7.06

Whenever an employee is being issued disciplinary action including verbal warnings, written warnings, suspension or termination of employment, the Employer will advise the employee of their right to have a Union representative present at the meeting. The Employer will arrange a Union representative to attend by phone, videoconferencing or in person whose attendance will have the least operational impact on the business noting that a steward attending in person is preferred. The Union representative will be told the purpose of the meeting prior to the meeting. A gap in these intended procedures can be a discussion point between the parties regarding future process improvements and can be grieved.

7.07

In addition to the leave set out above, the Union may request up to a maximum annually of five (5) days of union leave without pay in total, for Stewards to attend Union business including training, meetings or conferences. The Union will endeavor to give one (1) month advance notice and must give at least fourteen (14) days advance notice of the request to the Company. The Company will respond within seven (7) days of their acceptance or denial of the requested leave. Such requests will not be unreasonably denied. The parties acknowledge that such request will be declined if it unduly affects the proper operations of the Company. An employee returning from union leave shall have the right to return to their former position.

7.08

From time to time, the Chief Steward or a Union Steward may request in advance to use an available meeting room at the London base to meet with individual members or to meet amongst themselves. Such meeting room requests are subject to availability and will not be unreasonably denied.

7.09

For the purpose of lay-off and recall and for no other purpose, the Chief Steward will be deemed to be the second person on the seniority list.

7.10

The Company will notify the Union Representative about the suspension or discharge of a Steward or the Chief Steward.

7.11

Wherever possible, grievances shall be processed between the Chief Steward's AM and PM runs at a time agreeable to the parties. The Company will pay the Chief Steward an allowance of seventy-five (\$75.00) dollars per month for performing the Chief Steward duties. The Company will pay up to two (2) Shop Stewards an allowance of fifty (\$50.00) dollars per month for performing alternate steward duties. During the summer layoff period, stewards will not be paid for the month unless they are required to work at least one day in the month.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01

It is mutually agreed that the Union has the right to elect or otherwise select a Negotiating Committee consisting of three (3) representatives, one of whom shall be the

Chief Steward. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

8.02

The employees on the Union Negotiating Committee shall suffer no loss of seniority while attending negotiations for the renewal of the Collective Agreement between the Company and the Union.

8.03

The Company will provide the employee members of the Negotiating Committee time off for the purpose of time spent attending negotiations toward the renewal of this Collective Agreement.

8.04

To preserve the integrity of Negotiations, employee members of the Negotiating Committee will not be expected to return to work on days that are scheduled for Negotiations regardless of time spent on any scheduled day.

ARTICLE 9 – GRIEVANCE PROCESS

9.01

The purpose of this Article is to establish a procedure for the settlement of grievances. A “Grievance” is defined as a complaint relating to the interpretation, application, administration or alleged violation of this Agreement. If any such Grievance arises, it shall be submitted to the following grievance and arbitration procedure. ” Working day” means Monday through Friday excluding statutory holidays”.

9.02 Pre-Grievance Procedure

An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement shall first discuss such complaint with their supervisor. The employee may request a steward to accompany the employee during the discussion. Such complaint shall be brought to the attention of the supervisor within five (5) working days of the incident giving rise to the complaint. The supervisor shall state their decision in writing within five (5) working days of receiving the complaint.

9.03

If the Article 9.02 Pre-Grievance Procedure does not resolve the matter, any complaint or cause for dissatisfaction arising between an Employee or the Employees and the

Company shall be considered as a grievance and shall be dealt with as quickly and effectively as possible in accordance with the following procedure:

Step 1:

Any Employee having a grievance shall first submit it to a Steward who shall present the grievance, in writing, to the Operations Manager or designate within seven (7) working days of the supervisor's response from the Pre-Grievance Procedure. The Operations Manager or designate shall schedule a meeting with the steward and griever to deal with the grievance within seven (7) working days of receiving the grievance. An answer to the grievance, in writing, will be delivered to the Steward within seven (7) working days of said meeting. These time frames are not to include Saturdays, Sundays or holidays.

The Grievance shall state the exact nature of the complaint, a precise statement of the act or acts complained of and when they are alleged to have occurred, the identity of the employee who claims to be aggrieved, the specific section or sections of this Agreement the Employer has violated, and the remedy sought.

Step 2:

If the decision of the Operations Manager or designate is not satisfactory to the Employee(s) concerned and/or the Union, it may be appealed by lodging an appeal to the General Manager (or designate) within seven (7) working days following the decision of the Operations Manager or designate. The General Manager (or designate) shall schedule a meeting with the Business Representative, steward and griever to deal with the grievance within seven (7) working days of receiving the grievance. An answer to the grievance, in writing, will be delivered to the Business Representative and Steward within seven (7) working days of said meeting. These time frames are not to include Saturdays, Sundays or holidays.

9.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within five (5) working days of the event giving rise to the grievance. Failing settlement under Step 2 within fourteen (14) working days, it may be submitted to arbitration in accordance with Article 10. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.

9.05 Employer Grievance

In the case of a grievance by the Employer, it shall be submitted in writing to the Union Representative responsible for this Collective Agreement within fourteen (14) working days after the circumstances giving rise to the grievance have occurred. The Employer grievance will be treated as being filed at Step 2 and the timelines for a meeting and response by the Union stated above will apply.

9.06 Group Grievance

Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within five (5) working days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the Complaint and Grievance Procedure.

9.07 Mediation

The Employer and the Union agree that there is a mutual benefit to mediating Grievances. As a result, the parties acknowledge that at any time before or during the arbitration process, they may by mutual agreement refer the Grievance to a third party mediator. The mediator will be selected by mutual agreement and the parties will equally share the cost of the mediator.

ARTICLE 10 – ARBITRATION PROCESS

10.01 Arbitration Procedure

Failing settlement during the Grievance Procedure, either party may notify the other in writing within fifteen (15) working days of its intention to submit the grievance to arbitration and shall nominate an arbitrator. If the parties fail to agree on an arbitrator either party shall refer the grievance to the Provincial Minister of Labour to name the arbitrator. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrator shall be borne in equal shares by the Company and the Union and the shares shall be paid directly to the arbitrator by each. "Working day" means Monday through Friday excluding statutory holidays".

10.02 The time limits set out in the grievance and arbitration process are mandatory but may be extended by mutual written or email agreement between the Company and the Union.

10.03 The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify or amend any part of this agreement and shall make no finding which is not supported by interpretation of the specific words of the Agreement.

ARTICLE 11 – DISCIPLINE

11.01 The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee within a reasonable timeframe following the employer learning of an incident/potential misconduct. What constitutes a reasonable timeframe in any particular case will depend on a number of factors including the complexity of the issue, the extent of the required investigation and the availability of witnesses. The Employer and the Union will discuss any situations involving discipline issued more than ten (10) calendar days after the employer learned of an incident/potential misconduct to identify potential methods of expediting the process.

11.02 Dismissal

When an Employee has been dismissed, the Employee may have up to fifteen (15) minutes of time to meet with the Steward prior to leaving the company's premises.

11.03 Sunset Clause

All records of disciplinary action will be removed from an Employee's personnel file eighteen (18) months from the date of discipline, provided there has been no further disciplinary action during the eighteen (18) month period. Disciplinary action for safety infractions, workplace harassment and workplace violence are not subject to this sunset clause. Nothing in this clause removes the normal ability to grieve disciplinary action. Periods of layoff or absence longer than ninety (90) consecutive days do not count towards the eighteen (18) month period.

ARTICLE 12 – DEFINITIONS

12.01 A "Full-Time Employee" is an Employee who is regularly scheduled to work thirty (30) hours or more per week.

12.02 A "Part-Time Employee" is an Employee who is regularly scheduled to work less than thirty (30) hours per week.

12.03 A "Casual Employee" is an Employee who is not assigned to a route on a long-term basis. They may be offered work when it is available. Casual Employees can be scheduled in advance to cover specific available work or scheduled to provide last minute coverage for absent Employees. Casual Employees not on an approved leave of absence or layoff must ensure that they work at least one (1) shift every thirty (30) days to remain employed.

12.04 "Out of town charter" means a trip that requires the chartered vehicle to travel outside the municipality where the vehicle was parked immediately prior to the start of the charter trip.

ARTICLE 13 – GENERAL

13.01 Parking Vehicles at Home

With Company approval, Drivers may park the Company vehicle at home. The Company will provide advance notice in writing to a Driver regarding any change in or removal of approval to park the Company vehicle at home.

13.02 School Bus Route Cancellations

On any working day when school bus routes must be cancelled due to inclement weather or other customer directives, employees will receive no less than the same percentage of their regular wages for such day(s) as the Company receives from their customer.

The Company will advise drivers of route cancellations as soon as feasible and will instruct drivers if they need to advise a monitor assigned to the route of the cancellation as well. All employees will be ready to report for work at their scheduled time and will commence their route as scheduled until a cancellation notification is received from the Company.

13.03 Expectations Following School Bus Route Cancellation Days

In the event of a weather-related cancellation where a Driver is paid for the non-operating day, the Driver shall take all steps they can (e.g. shovelling, fueling) on the cancelled day to prepare the vehicle for on-time operation on the following day. Drivers cannot claim additional compensation for such steps on the day following the paid cancellation day.

13.04 Technological Change

The Union and Company agree that technological advances occur within the industry. In the event that the Company anticipates technological change(s) which will directly impact on the bargaining unit Employees, it will notify the Union in writing and if requested, will meet with the Union. The purpose of the meeting(s) is to explore possibilities such as retraining to minimize the effect of the anticipated technological change(s) on the bargaining unit Employees.

13.05 Bulletin Board

The Employer shall provide a Bulletin Board that locks or closes for the exclusive use of the Union on which it can post its official notices. All notices shall be duly signed beforehand by the Union's Business Representative who shall be responsible for ensuring that the content respects the duty of loyalty to the Employer or the representatives of the Employer and that the content is consistent with the general purpose of the Collective Agreement.

13.06 Reporting Allowance

In situations other than School Bus Route Cancellations, above, if a Driver on a school bus route who regularly works more than three and one half (3.5) hours a day is required to present themselves for work but works less than three and one half (3.5) hours, despite being available to work longer, the employer shall pay the Driver their driving wage rate for three and one half (3.5) hours. Employees may be assigned any available duties for the paid timeframe.

In situations other than School Bus Route Cancellations, above, if a Monitor who regularly works more than three (3) hours a day is required to present themselves for work but works less than three (3) hours, despite being available to work longer, the employer shall pay the Monitor their regular wages for three (3) hours. Employees may be assigned any available duties for the paid timeframe.

If a Driver on a Charter route who regularly works more than three (3) hours a day is required to present themselves for work but works less than three (3) hours (school bus route and charter route combined), despite being available to work longer, the employer shall pay the Driver their driving wage rate for three (3) hours. Employees may be assigned any available duties for the paid timeframe.

The provisions above do not apply:

(a) to pre-scheduled training, orientation or meetings that are less than 3/3.5 hours, as applicable; or

(b) if the employer is unable to provide work for the employee because of fire, lightning, power failure, storms or similar causes beyond the employer's control that result in the stopping of work.

13.07 Training

The Company will pay employees for training deemed necessary by the Employer in order for the employee to work or continue working (e.g. First Aid training, defensive driving course, annual orientation). Monitors will be paid their regular rate and Drivers will be paid their base rate for such training.

13.08 Payroll

The Company currently pays on a bi-weekly basis. The Company will provide the Union two (2) months notice of any change in payroll frequency.

13.09 Company Meetings

The Company will pay employees for all time involved in meetings (except discipline) called by the Company at the regular hourly rate (Monitors) or base rate (Drivers). In addition, the Company will endeavour to provide a central location for the meeting.

13.10 Training Sessions

Employees will not be required to attend training on weekends or during statutory holidays. The Company can continue to provide training session options on weekends and can schedule meetings and training on school professional developments days or the summer break.

13.11 Hours of Work & Overtime

All hours of work will be paid hourly, rounded to the closest five (5) minutes. Overtime will be calculated on a bi-weekly basis. Any employee that works more than eighty-eight (88) hours in two weeks of the pay period shall be paid at an overtime rate of 1.5 times the applicable rate detailed in Appendix 'A'

13.12 Cold Weather Start Up

Drivers instructed by the Company to initiate a 'cold weather start-up' during extreme cold weather will be compensated for the time required at the driving hourly rate.

13.13 Employee Notification

It shall be the responsibility of each employee to notify the Employer and the Union promptly in writing of any change of home address, home e-mail address or telephone number. Failure to do so alleviates the Employer or the Union from any responsibility for failure of any notice to reach the employee.

ARTICLE 14 – GENERAL HOLIDAYS

Public holidays and holiday pay shall be provided in accordance with the *Employment Standards Act, 2000*. The current public holidays under the *ESA 2000* are:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

ARTICLE 15 - VACATIONS

The Employer's vacation year runs January 1 to December 31. Employees will be entitled to vacation time and pay as follows:

Length of Service	Vacation Time per Vacation Year	Vacation Pay
Less than 5 years	2 weeks	4% of gross wages in accordance with the <i>ESA, 2000</i>
5 years – less than 10 years	3 weeks	6% of gross wages in accordance with the <i>ESA, 2000</i>
10 years Plus	4 weeks	8% of gross wages in accordance with the <i>ESA, 2000</i>

Granting of vacation requests will be in accordance with employer policies. The employer may schedule employees on vacation with at least two (2) weeks' notice.

Part-time employees will continue to receive vacation pay on each pay cheque and can request to use their vacation time on an unpaid basis (since they have already received the vacation pay).

ARTICLE 16 - HEALTH AND SAFETY

16.01

The Company will ensure that lunchroom and washroom facilities at the Company's location comply with all governing legislation.

16.02

When the School Board designates a Student as needing a monitor, a monitor must be present on that run when that student is present. If the assigned monitor is absent and the student who requires the monitor is present, the Company must replace that monitor before the driver transports the student who required a monitor.

16.03

The Company will continue to make the proper and required provisions for the safety of its Employees during working hours. Employees shall use safety devices as instructed by the Supervisor and by the Company's policy. Such Company policy is to be in writing and will be made available to Employees and the Union in printed and/or electronic format.

16.04

The Company shall notify the Union prior to implementation of any new policy relating to Health and Safety.

16.05

The Company shall provide all required safety wear (reflective vests) and any other additional personal protective equipment required by the Company such as but not limited to: latex and non latex gloves, disinfectant or any other necessary items to protect employees.

16.06

A Joint Health and Safety Committee with representation of Union members will be in accordance with the appropriate regulations and continue to meet regularly as required.

16.07

Health and Safety Committee members shall be paid at their pay rate for time spent on health and safety. Committee meetings and other Committee-related activities in accordance with OHSA.

16.08

The Company shall provide the Joint Health and Safety Committee with copies of all reports related to Health and Safety as required by OHSA.

16.09

No Employee shall be required to work on any job or operate any piece of equipment until that Employee has received proper training and instruction.

16.10

No employee shall be disciplined for any work refusal due to unsafe conditions. Work refusals will be handled in accordance with the OHSA.

16.11

The Company and Union are committed to maintaining a harassment free workplace. Harassment is defined as "... a course of vexatious comment or conduct that is known, or ought to reasonably be known to be unwelcome..." that denies individual dignity and respect and includes harassment based on the grounds such as: gender, disability, colour, sexual orientation or other prohibited grounds as stated in the Ontario Human Rights Code. All employees of the Company are expected to treat others with courtesy and consideration and to discourage harassment. Harassment complaints will be handled in accordance with OHSA and Company policy.

16.12

The Employer shall

- (a) provide information, instruction and supervision to protect the health and safety of Employees;
- (b) inform Employees regarding the risks relating to their work and provide training and supervision so that Employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (c) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace;
- (d) ensure all vehicles and equipment are in safe working order, regularly inspected, and meet safety standards.

16.13

A Worker shall

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (c) report to their Employer or Supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker; and
- (d) report to their Employer or Supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which they know.

16.14 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

16.15 Infectious Diseases

- (a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s. 25 (2) (h)].

(b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.

(c) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use.

(d) Any employee with a medical risk (compromised immunity) or other medical condition and hold a position that could put them at risk from infectious disease may request to be temporarily transferred from their current duties. The Company will follow its accommodation process including obtaining reasonable medical documentation. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence.

ARTICLE 17 – SENIORITY

17.01

Seniority is defined as the length of continuous service with the Employer and shall apply only to the extent specifically provided in this Agreement.

17.02

New employees shall, beginning on the day that they start work with the Employer, serve a probationary period of sixty (60) worked days. During the Probationary Period, the employee shall have no seniority rights and shall be considered to be employed on a trial basis (a “Probationary Employee”). Notwithstanding the other provisions of this Agreement, a Probationary Employee may be terminated without cause at the sole discretion of the Employer provided the Employer does so without discriminating contrary to the Ontario *Human Rights Code*.

17.03

Upon completing their Probationary Period, as outlined in Article 17.02, an employee shall have their name entered on the seniority list, effective from their first day of their probationary period, and may exercise their seniority rights in the manner provided for in the present collective agreement.

17.04

The Company agrees that the Chief Steward may provide employees during new hire orientation with a fifteen (15) minute orientation at a time mutually agreed upon by the Company and the Union and will provide each employee with a copy of or electronic access to the collective agreement.

17.05

The Employer shall supply the Union Representative and the Chief Steward with seniority lists (unit wide), at least thirty (30) days prior to the annual work assignment showing Employees' name, classification & hire date. The Employer shall post the list on the Union bulletin board in the workplace. An employee shall have fourteen (14) days from the date of posting to challenge the seniority list with respect to their seniority. Thereafter, the seniority of each employee shall be deemed to be conclusive. The parties agree to post the previous seniority list during the (14) day period. Should there be a tie of date of hire of two (2) or more Employees, the tiebreaker used shall be employee number (lowest number has higher seniority).

17.06

Each classification will have their own seniority list, which will be posted on the Union bulletin board.

17.07

Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) the employee voluntarily quits;
- b) the employee retires;
- c) the employee is discharged and not reinstated through the Grievance Procedure;
- d) the employee fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement or uses a leave of absence for reasons other than for which it was granted;
- e) if twelve (12) months or a period of time equivalent to the employee's length of service, whichever is less, have elapsed from the day the employee is placed on layoff;
- f) the employee is absent from work for three (3) or more scheduled working days without authorization and without a reason satisfactory to the Employer;

- g) the employee is absent from work because of sickness or disability and fails, if requested, upon the return to work to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability.
- h) is absent from work more than twelve (12) months by reason of disability as diagnosed by a legally qualified medical practitioner (as defined in the *ESA, 2000*) and there is no reasonable likelihood the Employee will return to work within the near future;
- i) Employees who are on leave of absence will not engage in gainful employment on such leave and if an Employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer; or
- j) if a Casual Employee not on an approved leave of absence does not work a minimum of one (1) shift per calendar month. It is the duty of the Casual Employee to work at least one (1) shift per month, and it is the Employer's duty to ensure that an adequate number of shifts are available to Casual Employees.

ARTICLE 18 – SCHOOL BUS DRIVER WORK ASSIGNMENT

18.01 Letter of Intent

Each spring, the Employer will establish a deadline for existing school bus drivers to submit a "Letter of Intent" that indicates that the driver wishes to return for the upcoming school year and provides the driver's preferences regarding:

- ❖ vehicle type;
- ❖ geographic zone (defined by the Employer);
- ❖ run(s); and
- ❖ status (Full-Time, Part-Time or Spare)

The Letter of Intent will be sent and completed electronically. A driver who does not return a Letter of Intent by the Employer's deadline will be deemed to not be returning for the upcoming school year.

Drivers may express preference in their Letter of Intent for a route in a geographic zone outside where they live as long as they are willing to commute on their personal time at their own personal cost to and from the Employer's base or to/from a park out location maintained by the Employer in the zone where the route is located, as applicable. The Employer will provide the Union with written notice in advance of changes to park out locations or the addition or elimination of park out locations.

18.02 Route Assignment

The Employer will assign routes to drivers based on operational needs, also taking into account each driver's seniority and the preferences stated on the driver's Letter of Intent. The Employer will assign routes based on geographic zone preference first, then vehicle type preference with the goal of assigning the most senior drivers to their preferred zone and vehicle type if feasible. The Union acknowledges that the Employer cannot guarantee that each driver's preferences will be satisfied.

18.03 New Routes or Vacancies

New routes or permanent vacancies that arise during the school year will be communicated in writing to Spare employees and to drivers assigned within the same geographic zone as the new route/permanent vacancy. Those drivers will be provided 48 hours to express interest in being reassigned to the new route or permanent vacancy. The Employer will take into consideration the eligible employees' seniority, experience, qualifications and other relevant factors in assigning the new or permanently vacant route. Where the Employer determines that the relevant factors are relatively equal, seniority shall govern. If a vacancy is created by this process, the Employer may fill that vacancy at its discretion (i.e. the process outlined above does not apply again).

The Employer may fill temporary vacancies at its discretion but must offer the temporary assignment to all qualified Spare drivers in seniority order before hiring externally.

18.04 Route Changes

The Employer will advise drivers of changes to their route or their route assignment as soon as feasible. Changes may include changes to the duration and/or driving route required, addition or reduction of student pick ups/drop offs, number of stops, geographic location, assigned monitor, hours of work, *etc.*

18.05 Route Elimination

If routes are eliminated during the school year, the impacted driver(s) will be given a one-time election of (a) bumping into the route assignment of the driver with the lowest seniority within the impacted driver's geographic zone; or (b) opting for Spare status. If the impacted driver elects option (a), the junior driver who is bumped will become a Spare.

18.06 Layoff and Available Work

For periods of layoff (e.g. December break, March break, summer break), the Employer will canvass whether school bus drivers wish to be considered for available work (e.g. charter work). The Employer will generate a list of those who wish to work and will offer

available assignments in rotation based on seniority to those who are qualified and available.

If temporary full-time wash bay positions are required by the Employer during the summer break, the Employer will post those positions and invite applications. The Employer will take into consideration applicants' seniority, experience, qualifications and other relevant factors in assigning the wash bay positions. Where the Employer determines that the relevant factors are relatively equal, seniority shall govern.

18.07 Licenses

In all cases, a driver must hold and maintain the license classification required for the vehicle type they operate.

ARTICLE 19 – MONITORS

19.01 Letter of Intent

Each spring, the Employer will establish a deadline for existing Monitors to submit a "Letter of Intent" that indicates that the Monitor wishes to return for the upcoming school year and provides the Monitor's preferences regarding geographic zone (as defined by the Employer) and status (i.e. Part-Time or Spare). The Letter of Intent will be sent and completed electronically. A Monitor who does not return a Letter of Intent by the Employer's deadline will be deemed to not be returning for the upcoming school year (i.e. they are declining recall). A Monitor may express a preference for a route outside the zone where they live as long as they are willing to commute on their personal time at their own personal cost to and from the vehicle's parking location.

19.02 Route Assignment

The Employer will assign routes to Monitors based on operational needs also taking into account each Monitor's seniority and the preferences stated on the Monitor's Letter of Intent. The Employer will assign routes with the goal of assigning the most senior Monitor to their preferred zone, if feasible. The Union acknowledges that the Employer cannot guarantee that each Monitor's preferences will be satisfied. Any Monitor who lives more than 2 km from the vehicle's parking location will be required to commute on their personal time at their own personal cost to and from the vehicle parking location. Monitors not assigned a route will be Spares.

19.03 New Routes or Vacancies

New routes or permanent vacancies that arise during the school year will be communicated in writing to Spare Monitors who have expressed a preference for the geographic zone where the new route/permanent vacancy is located. Those Monitors will be provided 48 hours to express interest in being assigned to the new route or

permanent vacancy. The Employer will take into consideration the eligible Monitors' seniority and other relevant factors in assigning the new or permanently vacant route. Where the Employer determines that the relevant factors are relatively equal, seniority shall govern. Any Monitor who lives more than 2 km from the vehicle's parking location will be required to commute on their personal time at their own personal cost to and from the vehicle parking location. The Employer may fill temporary Monitor vacancies at its discretion.

19.04 Route Elimination

If a route or the need for a Monitor on a particular route is eliminated during the school year, the impacted Monitor(s) will be given a one-time election of (a) bumping into the route assignment of the Monitor with the lowest seniority within the impacted Monitor's geographic zone; or (b) opting for Spare status. If the impacted Monitor elects option (a), the junior Monitor who is bumped will become a Spare. When making their election, Monitors should keep in mind that any Monitor who lives more than 2 km from the vehicle's parking location will be required to commute on their personal time at their own personal cost to and from the vehicle parking location.

19.05 Route Changes

The Employer will advise Monitors of changes to the route or their route assignment as soon as feasible. Changes may include changes to the duration and/or route required, addition or reduction of student pick ups/drop offs, number of stops, geographic location, assigned driver, hours of work, etc.

19.06 Essential Demands of the Monitor Role

In all cases, a Monitor must be capable of meeting the essential physical and cognitive demands of the Monitor role on the applicable vehicle type.

ARTICLE 20 - LEAVE OF ABSENCE

20.01

The Company may grant a personal leave of absence for up to 3 weeks without pay to employees for legitimate and compelling personal reasons other than to engage in employment with another employer or to enter business for oneself. Such leave will only be granted after all outstanding vacation has been utilized and taking into consideration operational demands. Seniority accumulates during any period of leave of absence with permission.

20.02 Statutory Leaves

Maternity, parental, adoption, critical illness, family responsibility, sick, domestic or sexual violence, child death leave and any other statutorily protected leave of absence

shall be granted in accordance with the provisions of the Ontario *Employment Standards Act, 2000*, as amended.

20.03 Bereavement Leave

(a) During the probationary period and for Casual Employees, bereavement leave will be granted in accordance with the *ESA, 2000*.

(b) Following completion of the probationary period, the following applies to Full-Time and Part-Time Employees:

- a. Upon the death of an employee's spouse (includes same sex partner), parent, step-parent, child or stepchild, brother or sister, an employee shall be granted paid bereavement leave up to a maximum of three (3) calendar days.
- b. Upon the death of an employee's, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted paid bereavement leave up to a maximum of one (1) calendar day.
- c. An employee shall be granted one (1) day of unpaid bereavement leave because of the death of their aunt or uncle, niece or nephew or other relative.
- d. In no event will employees receive less than what is required by the *ESA, 2000*.

(c) It is agreed that pay for paid bereavement leave is limited to the days actually missed from work as per the employee's scheduled working days. For Drivers, bereavement leave pay will be calculated based on their base rate.

(d) In the event of a delayed internment or funeral, an employee may save one of the days identified above to attend the internment or funeral.

20.04

The Company shall provide an emergency telephone number (or other communication method) for the employees to contact in case of emergency or calling in sick. Any phone number will be set up for employees to leave a message if no one answers the call.

20.05

The employee, in the case of sickness or accident, shall notify the Company two (2) hours prior to their start time, exclusive of circumstances beyond employee control.

ARTICLE 21 – MEDICAL EXAMINATIONS

21.01

The cost of a medical examination required by the Minister of Transportation (MTO) for the purpose of maintaining a drivers license will, upon presentation of a receipt, be reimbursed up to a maximum of \$200 for an initial examination and up to a maximum of \$80 for a renewal. The reimbursement will occur no more than once per year. Additional costs for examinations required by the MTO will be reimbursed upon presentation of a receipt, up to a maximum of \$80 per year. The Company will not request a copy of this medical, however the employee must provide proof that the medical was submitted to the Ministry in a timely fashion.

ARTICLE 22 - WORKPLACE SAFETY

22.01

In the case of an absence due to a compensable accident, the Employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.

22.02

The injured Employee shall have a period of twelve (12) months from the date of the injury within which they shall preserve the seniority which they have accrued in accordance with Article 17 and within which they shall have the right to return to work upon the confirmation from their attending physician that they have the ability to perform the essential duties of their pre-injury job and with the recommendation of the WSIB. This clause is subject to the rights and obligations under the *WSIA, 1997* and the *Human Rights Code*.

22.03

If, on the recommendation of WSIB or physician, the Employee is capable only of performing work of a different kind or of a lighter nature, the Employee shall be accommodated in a manner consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act. The Employee, Union and Company will work cooperatively to obtain restriction information and explore accommodation options.

22.04

The Company is responsible to take appropriate action resulting from passenger misconduct that is reported to the Company.

ARTICLE 23 – CHARTERS

23.01

(a) All drivers interested in charter work will sign the sign-up sheet. From the list, charter work on normal school days will be offered first to the qualified Driver (in seniority order on rotation) whose assigned route includes the school where the charter starts/stops as long as the charter assignment does not interfere with the Driver's ability to complete their normal route assignment (as determined by the Employer). If no such Drivers have signed the charter sign-up sheet, the Employer may assign the charter to a dedicated Charter Driver, or a Driver with a route in close proximity to the school in question who has signed up for charter work.

(b) The Company will pre-pay parking fees where possible. If parking fees have not been pre-paid, the Driver can call the office to arrange payment on a Company credit card, or they can pay the fee and submit the receipt for reimbursement.

(c) For out-of-town charters, Drivers will receive a meal allowance as follows:

- a. \$25 for out-of-town charters more than 5.5 hours and up to 8.5 hours;
- b. \$50 for out-of-town charters from 8.5 hours up to 14 hours

23.02 Overnight Charters

- i. Inclusive of pre-trip and fueling, overnight charters will be paid a minimum of three (3) hours pay for each day or actual driving time, whichever is greater.
- ii. The Company agrees that when drivers are on trips requiring hotel accommodation, these expenses will be the responsibility of the Company.
- iii. All away expenses must be pre-approved by the Company, supported by itemized receipts and submitted for reimbursement upon return.
- iv. Drivers will receive a seventy-five dollars (\$75.00) meal allowance for out-of-town overnight charters.

23.03

It is the Company's responsibility to make sure whether a driver is required to stay with the charter. Every driver is to be made aware of the clients contact phone number, proper pick-up and drop-off points for each charter.

23.04

Any Driver or Dedicated Charter Driver performing Charter work who is required to wear a uniform will receive a clothing allowance of \$150.00 per year for Full-Time or \$75.00 per year for Part-Time.

23.05

No work will be dispatched that would place the driver in a position of non-compliance with the Hours-of-Service guidelines or MTO regulations.

23.06 Dedicated Charter Driver Classification

Dedicated Charter Drivers will be offered available charter work in order of their seniority on a rotational basis. Charters may include weekend and overnight assignments.

On days when no charter work is available, Dedicated Charter Drivers will be expected to cover school routes, where their documented Hours of Service allow for additional driving time.

In all cases, the Dedicated Charter Driver must hold the necessary license classification and be capable of performing the physical demands of the required work.

23.07

Charter driver's expenses pre-approved by the Employer will be paid out separately from their regular paycheque or on the employee's regular paycheque.

ARTICLE 24 – JOINT LABOUR/MANAGEMENT MEETINGS

24.01 Purpose and Commitment

The purpose of the Committee is to provide the parties with an open forum of communication in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them, between the people they represent and to build a more effective working team.

24.02 Structure of Committee

There will be three (3) representatives for the Company and three (3) representatives for the Union on the Committee.

24.03 Limitations

In order to have an open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

24.04 Responsibility of Compensation

Any Union member that attends a Joint Labour/Management meeting, will be compensated with their current pay structure, for all time spent in the meeting, by the company.

ARTICLE 25 - POLICY REVIEW

25.01

The Union agrees that all employees shall be governed by the Policies, rules and regulations established from time to time by the Company and shall also strictly observe all special orders conveyed by the Company unless such orders are contrary to law or to the provisions of this Agreement. The Company shall deliver a copy of all new rules and regulations to the Union prior to implementation.

ARTICLE 26 – EQUIPMENT

26.01

The Company shall maintain all vehicles in a safe operating condition in accordance with the Ministry of Transport's regulations.

26.02

The Company will notify drivers at least twelve (12) hours in advance when their vehicle is scheduled for regular maintenance. Drivers required to bring their vehicle to the shop (or a third-party shop as determined by the Employer) for repairs or scheduled service will be compensated at the base rate. Employees may be assigned any available duties for the paid timeframe.

26.03

When a vehicle requires repair as the result of a defect, the driver will insert details of defect on the Vehicle Maintenance Report as required by MTO regulation. The driver will contact dispatch as needed for instruction. Repairs will be completed, and the Company will notify employees of the completed work.

26.04

The Company will maintain a policy for the washing of vehicles and interior deep cleaning. The Driver will be responsible for basic interior vehicle cleanliness and, with the agreement of the Driver, periodic exterior washing as directed by the Company.

ARTICLE 27 - DURATION OF AGREEMENT

27.01

Unless changed by mutual consent, this Agreement shall continue in full force and effect from August 17, 2025 to August 16, 2028 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

27.02

Negotiations shall begin within thirty (30) days following notification for amendment, as provided in the preceding paragraph, unless otherwise agreed.

27.03

If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or unless conciliation proceedings and other required steps prescribed under the Ontario *Labour Relations Act, 1995* have been completed, which ever date should first occur.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this ____ day of _____, 20 ____.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A

Wages

	Current	Year 1	Year 2	Year 3
		4.00%	2.50%	2.50%
Monitors	\$ 17.45	\$ 18.15	\$ 18.60	\$ 19.07
Minivan	\$ 20.15	\$ 20.96	\$ 21.48	\$ 22.02
Wheel Chair	\$ 21.00	\$ 21.84	\$ 22.39	\$ 22.95
Mini Bus	\$ 21.00	\$ 21.84	\$ 22.39	\$ 22.95
Full Size	\$ 21.00	\$ 21.84	\$ 22.39	\$ 22.95
Wash Bay	\$ 19.00	\$ 19.76	\$ 20.25	\$ 20.76
Trainer	\$ 22.00	\$ 22.88	\$ 23.45	\$ 24.04
Lead Trainer	\$ 23.00	\$ 23.92	\$ 24.52	\$ 25.13
Driver Base Rate	\$ 19.00	\$ 19.76	\$ 20.25	\$ 20.76
Charter	\$ 21.00	\$ 21.84	\$ 22.39	\$ 22.95

Year 1 wage rates take effect the first full pay period following ratification and have no retroactive effect.

Compensation

Drivers will be paid the applicable hourly rate for the pre-trip inspection time determined by the Company, plus the route time from where the vehicle is parked to complete the route and return to the applicable parking location as mapped and determined by the Company, subject to the minimum hours set out in Article 13.06. Drivers who submit additional working time via a timesheet must submit accurate information. Submitting false information on a timesheet is serious misconduct.

Board or Government Incentives

If a School Board or Government lump sum recruitment or retention incentive or similar program is in effect, the Company will pay eligible employees the incentive as soon as feasible after payment is received by the Company. Any lump sum incentive payment is in addition to the wage rates in Appendix "A".

Back Pay

a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an Employee being underpaid by \$100 or more, the

Employer will provide payment for the shortfall within five (5) business days from the date it is notified of the error.

b) If the Employer makes an overpayment to an Employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the overpayment is in excess of the amount owing to the employee on that pay, the excess amount will be reimbursed based on a mutually satisfactory arrangement between the Employee and the Employer that endeavours to repay the overpayment within sixty (60) days.

Gratuities

Gratuities paid to the Company electronically will be distributed via payroll to the Driver or Dedicated Charter Driver who performed the work in question.

APPENDIX "B" - BENEFITS

- a) Full-time employees will be enrolled in the benefit program as of ninety (90) days of employment or completion of probation, whichever is later.

- b) The existing types and levels of group benefit coverage and premium cost sharing will continue. Benefit coverage will continue to be subject to the terms and conditions of the plans.

- c) The Employer shall make available to the Union and to each Full-Time Employee a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for.

- d) The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers. If such notice is not feasible, the Employer will provide as much notice as is feasible.

- e) Any disputes regarding the adjudication of benefit claims must be addressed with the insurer.

LETTER OF UNDERSTANDING - SHUTTLES

The Employer recognizes the Union as the bargaining agent for Drivers performing shuttle driving work that is not within the scope of the ATU Local 741 bargaining unit. This currently includes the Victoria Hospital shuttle, OPPL Shuttle and FNMI Shuttle Drivers in the Teamsters bargaining unit.

The Victoria Hospital shuttle and FNMI shuttles are performed by Drivers assigned on a dedicated basis to those shuttle services. The OPPL shuttle will be performed by Drivers who wish to put their name on a list to perform this work. The Employer will assign the OPPL work on a rotational basis amongst the Drivers who have signed up, as long as the OPPL work does not interfere with any existing work assignment (e.g. school run).

Drivers operating shuttle services will be paid at the Charter hourly rate.

Drivers operating shuttle services can opt to cover school bus routes as required by the Employer and Drivers assigned to school bus routes may opt to cover shuttle runs as required by the Employer.

FOR THE EMPLOYER

FOR THE UNION
