

THIS AGREEMENT made and entered into

BETWEEN:

**STOCK TRANSPORTATION LTD.
(Hereinafter called the “Employer”)**

and

**THE NOVA SCOTIA GOVERNMENT AND GENERAL
EMPLOYEES UNION
(Hereinafter called the “Union”)**

July 1, 2010 – June 30, 2016

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PREAMBLE

WHEREAS the Employer is charged with the responsibility of operating a school bus transportation system;

AND WHEREAS it is clearly understood that at all times and under all circumstances the primary, chief and main consideration is the provision of safe transportation;

AND WHEREAS in the implementation of this Collective Agreement due consideration has been given to the interest of all parties directly or indirectly affected or concerned;

AND WHEREAS it is the desire of both parties to this Agreement to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining and to promote the more efficient operation of the school bus transportation system, the interests of the children being transported and the well-being and security of those employees in the bargaining unit.

Article 1 - Recognition and Purpose

1.01 Union Recognition

- (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 employed in the following classifications: school bus driver; utility bus driver; school bus monitor; lube technician; mechanic; assistant working foreman; working foreman; apprentice mechanic; and all new classifications, excluding

foremen, those equivalent to foremen and above that rank, office employees, spare workers, and those excluded by Section 2(2)(a) of the Trade Union Act.

- (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 preparing and presenting his grievance in accordance with the grievance procedure.

1.02 Management Rights

- (a) The Union and the employees covered by this Agreement recognize and acknowledge that it is the exclusive function of the Employer to:
 - (i) maintain order, discipline and efficiency;
 - (ii) hire, discharge, direct, classify, reclassify, transfer, promote, demote and suspend or otherwise discipline any employee covered by this Agreement, provided that a claim for discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, suspended, disciplined or demoted, without just cause may be the subject of a grievance and dealt with as hereinafter provided in Article 16;
- (b) The Employer has the right to make reasonable policies to be observed by the employees and these policies shall not be inconsistent with the terms of this Collective 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 this Agreement to be the duty of both parties to cooperate fully, and honestly, both collectively and individually for the purpose of the aforesaid conditions.

1.04 Notices

- (a) Notices or correspondence between the parties concerning terms and conditions covered by this Agreement shall be sent to the President of the Union Local and the Employee Relations Officer.
- (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 on the first payday in September of each year or at any time a significant change is made.

- (d) As soon as reasonably possible the Employer shall advise the Union Local of all new employees hired.

Article 2 - Definitions

- 2.01
- (a) Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.
 - (b) School Board means the Halifax Regional School Board
 - (c) Union means the Nova Scotia Government and General Employees Union.
 - (d) Employee means an employee of the Employer, who is a member of the bargaining unit, and refers to both the masculine and feminine.
 - (e) Permanent Employee means one who works a regular schedule of hours and who has completed the probationary period.
 - (f) Probationary Employee means one who has been hired for a permanent position but has not completed the probationary period.
 - (g) Spare Worker is one hired to replace bargaining unit employees who are ill, on vacation, or otherwise unavailable for work. Spare employees shall not permanently perform the job functions of a bargaining unit employee.

- (h) Collective Agreement means this Collective Agreement or Agreement, the Articles contained herein, and Memorandum of Agreements, Schedules and any properly made amendments, additions, or alterations to it.
- (i) Employer means Stock Transportation Ltd. and successor.
- (j) Employee Unit means those employees in the Maintenance Department and a group of employees designated by family of schools, as determined by the Halifax Regional School Board.
- (k) Year means September 1st – August 31st, unless specifically modified to mean otherwise.

Article 3 - Discrimination

3.01 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; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; marital status; source of income; political belief, affiliation or activity; except as authorized by the Human Rights Act.

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.

3.02 The Employer and the Union consider harassment of an employee in the workplace to be an unacceptable form of behavior which is detrimental to

the well-being and job performance of the employee. The Employer shall consult with the Union in establishing a policy to this affect and it will provide for a timely investigation and redress procedure for harassment complaints.

Article 4 - Check-Off

- 4.01 The Employer shall deduct bi-weekly from each employee covered by this Agreement, effective the date his employment begins, current monthly dues and any initiation fee that the Union might impose.
- 4.02 The amount of Union dues deducted monthly shall be forwarded to the Union on the tenth (10th) day of each month following deduction accompanied by a list containing the names of all employees from whom deductions have been made.
- 4.03 The Employer agrees to recognize any change in assessments in accordance with the Constitution and By-laws of the Union from time to time levied by the Union and its members.
- 4.04 The Employer shall prepare and deliver to each employee one copy of this Agreement. In addition, the Employer shall ensure that sufficient copies of this Collective Agreement are available as needed by the Union for administrative purposes.

Article 5 - No Strike or Lock-Out

- 5.01 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. The words "Strike" and "Lock-out" shall be as defined in the Trade Union Act.

5.02 Employees covered by this Agreement shall have the right to refuse to cross any picket lines arising out of a labour 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 6 - Job Specifications and Hours of Work

6.01 Guaranteed Hours

Employees listed in Schedule C (Five Hour Guarantee) who were employed on the signing date of this agreement and who had previously transferred from the Board, shall be guaranteed a minimum of five hours of work per day for the regular a.m. and p.m. runs, including incidentals, subject to the provisions of the collective agreement.

6.02 Hours Worked

(a) Employees shall work on a regular part-time basis and be paid for the hours worked at the hourly rate as outlined in Schedule A, except where specifically stated otherwise in this agreement. The minimum hours of work per day for the a.m. and p.m. runs combined, including incidentals, shall be four hours, for those runs that exist on the signing date of this agreement.

- (b) For Bus Drivers and monitors, hours worked is the period from the first scheduled pick up to the last scheduled drop-off in the morning and the period from the first scheduled pick up to the last scheduled drop-off in the afternoon, plus incidentals.
- (c) Payment for incidentals will be one and a half (1.5) hours per day at the prevailing rate of pay. Incidentals shall include circle check, deadhead, bus wash, reasonable discipline, interior cleaning, routing issues, reasonable traffic delay and fueling.
- (d) Hours worked for Utility Drivers will be as determined by the Employer, plus zero point five (0.5) hours for applicable incidentals, with a five hour minimum.

6.03 Those runs that are not continuous with the employee's regular a.m. and p.m. runs, shall be paid a minimum of one and one-half (1 ½) hours at the employee's regular rate regardless of time worked, with the exception of those runs that result in consecutive work that is offset by an earlier completion of an employee's day.

6.04 Assignment of Extra Work

Assignment of extra work shall be distributed in a just and equitable manner among eligible bus drivers. A Union Work Assignment Committee will meet with management representatives on a regular basis to review the distribution of extra work, identify and resolve operational difficulties, and ensure that future assignments address any inequitable situations.

6.05 Storm Days and In Service Days

- (a) All bus drivers and monitors shall be paid their regular a.m. /p.m. wages, including incidentals, when the weather interrupts regularly scheduled work. All school bus drivers and monitors shall ensure their bus is prepared for the next scheduled work day.
- (b) School bus driver and monitors will ensure that work will be performed if reasonably possible but it is understood weather conditions may interrupt the safe operation of their vehicles. School bus drivers do have the option not to transport children should the driver feel conditions are not safe in accordance with the Occupational Health and Safety Act of Nova Scotia.
- (c) Bus drivers and monitors shall be paid their regular a.m. /p.m. wages, including incidentals for four in-service days. The Employer shall have the right to schedule training sessions on in-service days which employees are required to attend and for which these employees will be paid their regular a.m./p.m. wages.
- (d) Effective July 1, 2009, in addition to in-service days employees shall receive pay for attendance at the annual start up day designated by the employer.

Article 7 - Legal Holidays

- 7.01 (a) The following days shall be considered legal holidays for the purpose of this collective agreement;

- Good Friday

- Easter Monday
- Victoria Day
- Labour Day
- Thanksgiving Day
- Remembrance Day

(b) Day shall mean Bus Drivers' and Monitors' daily hours of work pursuant to Article 6.02 (b).

(c) The employee must work the scheduled workday immediately preceding and immediately following the legal holiday in order to be eligible for pay on that holiday, unless on pre-approved leave. Court leave, bereavement leave, union leave and medical appointments are considered pre-approved leave.

7.02 No employee shall be required to work a legal holiday.

Article 8 - Vacations

8.01 Every employee covered by this Agreement shall have vacation pay added to their hourly rate according to the following scale:

Length of Continuous Service (as of April 1 of each year)	Vacation Pay
Less than 1 year	4%
1 year but less than 11 years	5%
More than 11 years	7.5%

8.02 Vacation pay shall be calculated on the employee's regular base hourly rate, but excluding overtime, and includes time on paid sick/personal leave or time covered by Workers Compensation, but not exceeding four weeks.

Article 9 – Wages

9.01 Bus Drivers and Monitors shall be paid the applicable wage rates outlined in Schedule A for the regular a.m. and p.m. runs and shall receive the step increments on the employees' anniversary date.

9.02 Effective January 25, 2009, Bus Drivers and Monitors shall be paid Twelve (12.00) dollars per hour, inclusive of all benefits, for Charter and other extra work assignments.

9.03 Base rate or regular rate in this agreement shall mean the rate of pay outlined in Schedule A, less the legal holiday and vacation allowance.

Article 10 - Call-Out Pay

10.01 All employees covered by this Agreement who are called out by the Employer and report for work which has not been scheduled in advance shall be paid by the Employer a minimum of four (4) hours work at the applicable rate of pay whether such employees work or not for each such time that such employees are called out and report for work.

The determination of whether a work assignment constitutes a Callout is outlined in schedule D.

Article 11 - Seniority

- 11.01 Each employee hired to fill a permanent position shall have a probationary period of one hundred and twenty (120) working days from the date of hire in the permanent position. Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the permanent position.
- 11.02 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 January each year. Upon presentation of proof of error by an employee or the Union or the Employer, such errors shall be corrected.
- 11.03 Established seniority shall not be subject to forfeiture by an employee unless:
- (a) he voluntarily leaves the service of the Employer;
 - (b) or he is discharged for just cause; or
 - (c) he 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 eighteen (18) months; or
 - (d) he has been assigned to a position outside the bargaining unit for a period in excess of eighteen (18) months; or
 - (e) having been laid off, he fails to return to work within three (3) week of having been recalled.

However, it can be mutually agreed between the Union and the Employer to waive sub-section a, c, d and e of Article 11.03.

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

- (a) The Employer will advise the Union by E-mail, fax or mail of all anticipated permanent vacancies in the conveyance and maintenance departments.
- (b) In filling vacancies or promotions, appointments shall be made of the applicant with the greatest seniority, subject to qualifications and ability being relatively equal. An employee appointed in accordance with this article shall not be eligible to fill further vacancies for a period of six months following that appointment.
- (c) In the event of lay-off, the affected employee will bump the least senior employee in the classification in the employee unit and this employee may exercise seniority over the least senior employee in the classification within the bargaining unit.
- (d) In the event of lay-off or reduction of work of two (2) or more employees at any one (1) time, the employees affected may elect to exercise their seniority on any one of the same numbers of most junior employees in the classification within the employee unit. These employees may exercise their seniority over the same number of least senior employees in the classification within the bargaining unit.

- (e) 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 qualifications and ability.

11.05 Security of Employment

- (a) The Employer agrees that subject to the termination of its contract with the Board to provide student conveyance services, there will be no lay off of those school bus drivers whose names appear in Schedule C except as provided in Article 11.05 (c) and (d).
- (b) Should the Employer decide, due to efficiencies implemented by it, to decrease the number of school bus drivers in its employ, any permanent reduction in the number of school bus drivers shall be accomplished by attrition. If lay-offs should be required in such circumstances, such lay-offs shall be from those employees hired by the Employer subsequent to March 8, 1996 and shall be done in accordance with the terms of the Collective Agreement. In no event shall school bus drivers listed in Schedule C be affected by any such lay-off, which results from efficiencies implemented by the Employer.
- (c) The Union and the Employer agree that circumstances may occur which are beyond the control of the Employer which may require a temporary lay-off of those school bus drivers whose names appear on Schedule C. The Employer agrees that those employees shall be laid off and recalled in accordance with the appropriate terms of the Collective Agreement when the circumstances that have led to the temporary lay-off have come to an end.

- (d) The Union and the Employer agree that policies enacted by the Board may have the effect of reducing the services that the Board requires of Stock. Therefore, the Union and the Employer agree that should a change in School Board policy, publicly adopted at a School Board meeting, result in a reduction in the number of bus drivers required by the

Employer, the Employer shall have the right to reduce staff in the following order:

Those bus drivers and monitors hired subsequent to March 8, 1996;

Those bus drivers whose names appear on Schedule C.

Any lay-offs shall be done in accordance with the appropriate terms of the Collective Agreement in regard to lay-off and recall.

- (e) The benefits of paragraphs (a) and (b), shall apply to all school bus drivers and monitors whose names are set forth in Schedule C and do not apply to any bus drivers hired after March 8, 1996. Should Stock be required to lay off bus drivers and monitors hired subsequent to March 8, 1996, such lay-offs shall take place in accordance with the relevant provisions of the Collective Agreement.

Article 12 - Temporary Assignments

12.01 Any employee covered by this Agreement who agrees to a temporary assignment to another classification, 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.

12.02 On each occasion when an employee agrees to a temporary assignment to a classification, 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.

12.03 An employee who agrees to a temporary transfer to a position beyond the scope of the bargaining unit shall retain and accumulate seniority and continue to be covered by the provisions of the Collective Agreement, providing the temporary assignment does not exceed three (3) months. After three (3) months the temporarily assigned employee shall retain accumulated seniority for a period not to exceed eighteen (18) months, but shall not be covered by the provisions of the Collective Agreement.

Article 13 - Leave of Absence

13.01 Sick/Personal Leave

- (a) I Each employee shall earn sick / personal leave at the rate of .6 day per month to a maximum of six (6) days per year. A year shall mean September 1st – June 30th.
- II A month of service is one which the Employee works ten (10) days or more, otherwise there is no earned entitlement. For greater clarity no sick/personal leave is earned for a month in which an employee works less than ten days.

III For the purpose of this article days on which an employee receives pay in accordance with the provisions of the collective agreement shall count as a day of work.

- (b) A maximum of two (2) days of unused entitlement may be carried forward to the following year.
- (c) On the first (1st) pay in June of each year any unused entitlement not carried forward pursuant to (b) above will be paid out to the employee.
- (d) Sick / Personal Leave is defined as (I) illness or medical appointments of the employee, member of the Employee's immediate family, or (II) an emergency matter at the Employee's home that requires the employee's attention.

13.02 General Leave

- (a) If, in the opinion of the Employer operational requirements permit, a request for a leave of absence without pay will be authorized. Any such leave in excess of ten (10) consecutive working days shall be without seniority and the employee's date of hire shall be amended accordingly to reflect the period of time the employee was on leave.
- (b) Notwithstanding 13.02 (a), no employee shall be granted leave to engage in alternate employment.

13.03 Bereavement Leave

- (a) 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 five (5) working days for each occasion, to be taken within seven (7) days of the death.

- (b) Should a death occur of an employee's or spouse's aunt, uncle, niece or nephew, the employee shall be entitled to a leave with pay for one day.
- (c) An employee may defer a portion of his bereavement leave for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The employee shall notify the employer of his intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.

13.04 Leave for Union Business

- (a) If in the opinion of the Employer working conditions permit, any four employees who are representatives of the Union may be granted a leave of absence without pay to attend any three conventions in any one year.
- (b) When an employee has been granted leave of absence as outlined in Article 13.04 (a), they will experience no loss of seniority or benefits.
- (c) The Employer agrees that where permission has been granted to 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 suffer no loss of pay for the time so spent.

- (d) Where operational requirements permit, and on reasonable notice, leave without pay and without loss of seniority may be granted to employees who are elected as officials or delegates of the union to attend meetings or functions in their official capacity.
- (e) The Employer will continue the salary of an employee who is granted leave without pay in accordance with article 13.04 and will bill the Union for the employee's salary.

13.05 Court Leave

- (a) The Employer shall grant a leave of absence, with pay, for any employee subpoenaed or summoned to appear on behalf of the Employer, and in any proceeding in which the employee is subpoenaed or summoned to appear provided the employee is not a party to the proceedings.
- (b) The Employer shall grant a leave of absence, with pay, for any employee called to serve as a juror.
- (c) The employee will not suffer any loss of seniority or benefits extending from this Collective Agreement during a period of leave as outlined in Article 13.04 (a) and (b).
- (d) The employee will be required to reimburse the Employer any court fees received when on leave under Article 13.04 (a) and (b).

13.06 Maternity and Parental Leave

- (a) Employees shall be granted leave and benefits in accordance with the provisions of all Statutes of the Province of Nova Scotia and this Collective Agreement.
- (b) The Employer shall deduct all contributions to the Health and Welfare Plan covering the period of the employee's leave from the employee's pay prior to the commencement of the leave.
- (c) Articles 13.01 and 13.03 do not apply to employees on Maternity and Parental Leave or any unpaid leave of absence.

13.07 Leave of Absence for the Full-Time President

Leave of Absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).

- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the employer.
- (e) All group insurance benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of her term of office, the employee shall be reinstated to the same or equivalent position she held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of the absence.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the Employee at the time she commences the leave.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of the re-certification for Standard First Aid.

Article 14 - Pay Roll Periods

- 14.01 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.
- 14.02 Pay sheets shall include, but not be limited to, hours worked, dates worked, pay, overtime, deductions and all other information applicable.

Article 15 - Management and Labour Relations

- 15.01 The Employer shall provide the Union with a list of supervisory staff and the Union shall provide the Employer with a list of Union Executive and Shop Stewards.
- 15.02 The Employer and the Union agree to establish a Labour-Management Committee consisting of not more than four 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 or a minimum of two and one half (2 ½) hours, whichever is greater.
- 15.03 The Committee shall consider such items affecting the operation and maintenance of school buses, the safety and well-being of students, employee development and training and the harmonious relationships between the Employer and employees as are mutually agreed upon.
- 15.04 The Committee shall meet once in each calendar month except July and August. Such meetings may be called by either party. Other meetings

may be held as mutually agreed upon. Minutes will be distributed 2 (two) weeks following each meeting. Labour and management shall provide notification of all guests.

15.05 All reasonable requests for information shall be provided to union representatives on the labour-management committee.

Article 16 - Grievance Procedure and Discipline

16.01 Grievance Procedure

- (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 arbitrable, 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:

Step One:

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

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 immediate supervisor. The Operations Manager shall arrange a

meeting of both parties 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.

- (b) Failing satisfactory settlement being reached in Step Two, the Union shall, within ten (10) working days from the day the General Manager rendered his decision, give fifteen (15) working days notice in writing to the General Manager of its intention to refer the dispute to arbitration.
- (c) 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.
- (d) In the case of a suspension or discharge, the grievance may be submitted at Step 2 of the grievance process.
- (e) 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.

16.02 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 16.01.

16.03 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 an 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.

16.04 Discipline

- (a) The Employer reserves the right to discipline, suspend, or discharge employees for just cause.
- (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.
- (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. Such appointment shall be during the Employer's normal office hours. The employee shall be entitled to make a copy of any 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 forthwith compensate the employee for any amounts as agreed between the parties or as determined by arbitration.
- (g) Records of any discipline shall be removed from the employee's file if, within the twenty-four (24) months following a discipline meeting there has been no further discipline of the same or of a similar nature.

Article 17 - Protective Clothing

- 17.01 The Employer will supply two (2) sets of coveralls per year or when required on an exchange basis for utility drivers as required for use in performing the duties associated with their job.
- 17.02 The Employer will supply rainwear for each monitor and driver of a special education route for use in performing the duties associated with their job. Such items will be replaced on an exchange basis.
- 17.03 The Employer agrees to provide Utility Drivers, on an exchange and as needed basis with a winter coat, rain wear and a ground sheet.
- 17.04 The Employer agrees to provide safety shoes if either Occupational Health and Safety legislation of the Province of Nova Scotia or Employer policy requires such shoes be worn by employees.

Article 18 - Medical and Eye Examination

- 18.01 The Employer agrees that the fees for medical and eye examination which bus drivers are required by the Nova Scotia Registry of Motor Vehicles to have periodically shall be borne by the Employer.
- 18.02 Should the Employer require 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.

Article 19 - License Fees

- 19.01 The Class 2B and 4B License Fees for Bus Drivers and Utility Bus Drivers shall be borne by the Employer.
- 19.02 Further, fees for courses or license upgrades designated by the Employer, as mandatory for employees, will be borne by the Employer.

Article 20 - Health and Welfare Benefits

20.01 Life Insurance

Only those employees hired prior to April 1, 2001 shall have basic life (1 x regular earnings), accidental death and dismemberment and dependant life insurance coverage, with the Employer paying sixty percent (60%) of the premium and the employee paying forty percent (40%) of the premium.

20.02 Medical Plan

For employees hired prior to April 1, 2001 and who are participating in the medical plan, the Employer shall pay sixty percent (60%) of the premium and the employee shall pay forty percent (40%) of the premium.

Those employees hired after April 1, 2001 and who are participating in the medical plan shall have the premium for the medical plan cost shared with the Employer on a 50-50 base.

The Employer shall continue to provide a medical plan for those employees who are participating in the medical plan on March 2, 2005.

- (a) (i) The medical plan shall not be available to any employee hired on or after December 15, 2004.
- (ii) The medical plan shall not be available to any employee hired prior to December 15, 2004 who is not participating in the plan on March 1, 2005.

Article 21 – Employee Assistance Program

The Employer shall provide access to an Employee Assistance Program (“EAP”) for employees, at no cost to the employees.

Article 22 - Technological Change

22.01 “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.

22.02 In the event the Employer is considering the introduction of technological change which results in the lay off of employees in the bargaining unit, the Employer shall provide the Union and employees affected notice in writing of at least six (6) months to allow the opportunity for the Union to consult with the Employer on the impact of the technological change.

22.03 In the event the Employer intends to introduce technological change which would affect the classification of employees, the Employer shall provide the Union and employees affected notice in writing of at least sixty (60) days.

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

22.05 Lay off as a result of technological change will be in accordance with Article 11 of this Collective Agreement.

Article 23 -Term of This Agreement

23.01 This Agreement shall be binding upon both parties from July 1st, 2010 to June 30, 2016. 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 30th day of June, 2016 or in any subsequent year that it desires its termination or amendment.

Article 24 - Benefit and Binding

This agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto this 27th day of September, 2010.

SIGNED, SEALED AND DELIVERED In the
Presence of:

STOCK TRANSPORTATION LTD.

THE NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION

Per: Kirk Flach
Stock Transportation

Per: Joan Jessome
President, NSGEU

Per: Neil McNeil
Chief Negotiator/ERO

Per: Robert Warnell
Bargaining Committee

Per: Darlene Maskell
Bargaining Committee

Per: E. Patricia Briggs
Bargaining Committee

Per: Martin O'Connell
Bargaining Committee

Per: Brenda Malloy
Bargaining Committee

SCHEDULE A – Wage Rates – Bus Drivers, Monitors

July 1, 2010 (3.7%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$ 14.90	\$ 15.50	\$ 15.65	\$ 16.02
Step 1 Bus Driver/Utility Driver	\$ 15.26	\$ 15.87	\$ 16.02	\$ 16.40
Step 2 Bus Driver/Utility Driver	\$ 15.64	\$ 16.27	\$ 16.42	\$ 16.81
Step 3 Bus Driver/Utility Driver	\$ 16.01	\$ 16.65	\$ 16.81	\$ 17.21
Monitor	\$ 13.33	\$ 13.86	\$ 14.00	\$ 14.33
July 1, 2011 (16%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$17.28	\$ 17.97	\$ 18.14	\$ 18.58
Step 1 Bus Driver/Utility Driver	\$17.70	\$ 18.41	\$ 18.59	\$ 19.03
Step 2 Bus Driver/Utility Driver	\$ 18.14	\$ 18.87	\$ 19.05	\$19.50
Step 3 Bus Driver/Utility Driver	\$ 18.57	\$ 19.31	\$19.50	\$19.96
Monitor	\$ 15.46	\$ 16.08	\$ 16.23	\$ 16.62
July 1, 2012 (5%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$ 18.14	\$ 18.87	\$ 19.05	\$ 19.50

Step 1 Bus Driver/Utility Driver	\$ 18.59	\$ 19.33	\$ 19.52	\$ 19.98
Step 2 Bus Driver/Utility Driver	\$ 19.05	\$ 19.81	\$ 20.00	\$ 20.48
Step 3 Bus Driver/Utility Driver	\$ 19.50	\$ 20.28	\$20.48	\$ 20.96
Monitor	\$ 16.23	\$ 16.88	\$ 17.04	\$ 17.45
July 1, 2013 (5%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$ 19.05	\$ 19.81	\$ 20.00	\$20.48
Step 1 Bus Driver/Utility Driver	\$ 19.52	\$ 20.30	\$ 20.50	\$ 20.98
Step 2 Bus Driver/Utility Driver	\$ 20.00	\$ 20.80	\$ 21.00	\$ 21.50
Step 3 Bus Driver/Utility Driver	\$ 20.48	\$ 21.30	\$ 21.50	\$ 22.02
Monitor	\$ 17.04	\$ 17.74	\$ 17.89	\$ 18.32
July 1, 2014 (3.5%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$ 19.72	\$ 20.51	\$ 20.71	\$ 21.20
Step 1 Bus Driver/Utility Driver	\$ 20.20	\$ 21.01	\$ 21.21	\$ 21.72
Step 2 Bus Driver/Utility Driver	\$20.70	\$ 21.53	\$ 21.74	\$ 22.25

Step 3 Bus Driver/Utility Driver	\$ 21.20	\$ 22.05	\$ 22.26	\$22.79
Monitor	\$ 17.64	\$ 18.35	\$ 18.52	\$18.96
July 1, 2015 (3%)	Base	Vacation 4%	Vacation 5%	Vacation 7.5%
Start Bus Driver/Utility Driver	\$ 20.31	\$ 21.12	\$ 21.33	\$ 21.83
Step 1 Bus Driver/Utility Driver	\$ 20.81	\$ 21.64	\$ 21.85	\$ 22.37
Step 2 Bus Driver/Utility Driver	\$ 21.32	\$ 22.17	\$ 22.39	\$ 22.92
Step 3 Bus Driver/Utility Driver	\$ 21.84	\$ 22.71	\$ 22.93	\$ 23.48
Monitor	\$ 18.17	\$ 18.90	\$ 19.08	\$ 19.53

SCHEDULE B

- B-1 For the purpose of this schedule, employee shall mean Lube Technician, Apprentice Mechanic, Mechanic, Assistant Working Foreman and Working Foreman.
- B-2 Employees shall be covered by the following provisions of the Collective Agreement:

Preamble

Article 1 - Recognition and Purpose, in its entirety

Article 2 - Definitions, in its entirety

Article 3 - Discrimination, in its entirety

Article 4 - Check-Off, in its entirety

Article 5 - No Strike or Lock Out, in its entirety

Article 6 - Hours of Work and Overtime

- 6.01 Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, with an unpaid lunch of thirty (30) minutes. Employees' shall receive a fifteen (15) minute break in the morning and afternoon each day.

- 6.02 Employees shall be paid overtime at the rate of one and one-half times the regular rate for all hours worked beyond twelve (12) hours from the start of their working day and forty (40) hours per week.
- 6.03 The Employer on a rotation basis will allocate overtime to employees within the unit who are willing and qualified to perform the available work.
- 6.04 In Lieu of payment for overtime worked, an employee may request time off at the appropriate overtime rate, at a time mutually agreed upon by the employee and the Employer.
- 6.05 For any overtime for which there has not been twenty-four (24) hours notice given, the employee shall be paid a minimum of three (3) hours, except in the case of extended duties for unforeseen continuation of normal daily duties, including but not limited to delays, breakdowns and doubling up.

Article 7 - Legal Holidays

7.01 The following days shall be considered Legal Holidays:

New Year's Day

Good Friday

Easter Monday

Canada Day

Halifax Natal Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Queen's Birthday

The last four (4) hours of the last scheduled days prior to Christmas and New Year's.

Any day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia as a general holiday.

7.02 If a Legal Holiday falls on a non-working day, the employer shall grant a day in lieu or pay in lieu of at the option of the employer. The day in lieu of will be taken at a time mutually agreed upon by the employee and the employer.

7.03 An employee who works on a Legal Holiday as outlined in Article 7.01 shall be paid at the rate of two and one-half (2.5) times regular pay.

7.04 No employee shall be required to work a Legal Holiday.

Article 8 - Vacations

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

- Less than one-year service, 2-weeks vacation
- One-year but less than 9 years, 3 weeks vacation
- 9 years or more, 4 weeks vacation
- 16 years or more, 5 weeks vacation

8.02 Employees shall take their vacations at such time as shall be mutually agreeable to the employer and the employee. If the full vacation entitlement is not taken prior to March 31st, any vacation credit owed shall be paid to the employee by the employer prior to the thirty-first day of May of each year.

8.03 When a Legal Holiday as defined in Article 7.01 occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay at his prevailing rate. Such day shall not necessarily immediately follow the vacation period of such employee but shall be taken at a time mutually agreeable to the Employer and the employee.

8.04 If, after the commencement of an employee's vacation, the employee is hospitalized for one (1) or more days, upon verification provided by the hospital or admitting doctor, the employee shall be granted sick leave and vacation time shall be restored. If an injury or illness occurs prior to the start of an employee's vacation, the vacation shall be postponed at the employee's option.

8.05 Vacation selection shall be by seniority.

Article 9 - Wages

9.01 Employees shall be paid the applicable wage rate outlined in Appendix A attached to this Schedule.

Article 10 - Call-Out Pay, in its entirety

Article 11 - Seniority

- 11.01 (a) Excepting the Apprentice Mechanic, each Employee shall have a probationary period of one hundred and twenty (120) working days from the date of hire in the permanent position. Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the permanent position.
- (b) The Apprentice Mechanic will not be covered by any seniority provisions of this Agreement. The apprenticeship program requires successful completion of all tests and evaluations. The Apprentice Mechanics program and employment will terminate at any time during the program where established standards of performance are not met.
- (c) Upon successful completion of the apprenticeship program the Apprentice Mechanic may be offered a mechanic position at the Employer's sole discretion and will commence employment as a probationary employee.
- 11.02 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 January each year. Upon presentation of proof of error by an employee or the Union or the Employer, such errors shall be corrected.
- 11.03 Established seniority shall not be subject to forfeiture by an employee unless:

- (a) he voluntarily leaves the service of the Employer; or he is discharged for just cause; or
- (c) he 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 eighteen (18) months; or
- (d) he has been assigned to a position outside the bargaining unit for a period in excess of eighteen (18) months; or
- (e) having been laid off, he fails to return to work within three (3) week of having been recalled.

However, it can be mutually agreed between the Union and the Employer to waive sub-section a, c, d and e of Article 11.03.

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

- (a) The Employer will advise the Union by E-mail, fax or mail of all anticipated permanent vacancies in the conveyance and maintenance departments.
- (b) In filling vacancies or promotions, appointments shall be made of the applicant with the greatest seniority, subject to qualifications and ability being relatively equal. An employee appointed in accordance with this article shall not be eligible to fill further vacancies for a period of six months following that appointment.

- (c) In the event of lay-off, the affected employee will bump the least senior employee in the classification in the employee unit and this employee may exercise seniority over the least senior employee in the classification within the bargaining unit.
- (d) In the event of lay-off or reduction of work of two (2) or more employees at any one (1) time, the employees affected may elect to exercise their seniority on any one of the same numbers of most junior employees in the classification within the employee unit. These employees may exercise their seniority over the same number of least senior employees in the classification within the bargaining unit.
- (e) 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 qualifications and ability.

Article 12 - Temporary Assignments, in its entirety

Article 13 - Leave of Absence, in its entirety

- 13.01 Employees shall have opportunity for paid training leave when the training is job related and approved by the Employer.

Article 14 - Pay Roll Periods, in its entirety

Article 15 - Management and Labour Relations, in its entirety

Article 16 - Grievance Procedure and Discipline, in its entirety

Article 17 - Protective Clothing

- 17.01 The Employer will supply two (2) sets of coveralls per year or when required on an exchange basis for Employees as required for use in performing the duties associated with their job.
- 17.02 The Employer, upon submission of proof of purchase by the employee, shall provide an annual allowance of up to one hundred seventy five (\$175.00) dollars per year to Employees for the purchase of steel-toe safety shoes or boots.
- 17.03 The Employer agrees to provide Employees, on an exchange and as needed basis with a winter coat.
- 17.04 Employees shall be provided with clean coveralls each work day.

Article 18 - Medical and Eye Examination, in its entirety

Article 19 - Tool Insurance and Allowance

- 19.01 Within 60-days of the signing of this agreement the Employer shall insure that all employees shall have a tool appraisal completed to determine the value of each employee's tools. The Employer shall provide tool insurance coverage for fire and/or theft, equal to the value of the appraisal. When the employee purchases tools he shall provide the Employer with receipts for same and such receipts shall be included in the appraisal file for insurance purposes.
- 19.02 Upon the Employee providing receipts, the Employer shall reimburse each employee with a tool allowance of up to two hundred dollars (\$200) per

year. It is understood that reimbursement for repair to air tools is included in the two hundred dollars provided by this article.

Article 20 - Health and Welfare Benefits

20.01 The Employer shall provide to Employees a group life, dependent life, health, weekly indemnity and a long-term disability plan. The premium will be paid fully by the Employer. Participation shall be a condition of employment subject to eligibility criteria as determined by the insurance policy.

20.02 The Employer shall provide a group dental plan and the premiums shall be cost shared equally, between the Employee and Employer. Participation shall be a condition of employment, subject to eligibility criteria as determined by the insurance policy.

20.03 Effective July 1, 2005, each employee shall contribute three percent (3%) of regular bi-weekly earnings to the Stock registered retirement savings plan and the Employer shall match the employee contribution. Participation in the plan shall be mandatory upon completion of the probationary period.

Article 21 – Employee Assistance Program, in its entirety

Article 22 - Technological Change, in its entirety

Article 23- Term of Agreement, in its entirety

Article 24 - Benefit and Binding, in its entirety

**APPENDIX A – Wages – Lube Technicians, Mechanic, Ass't Working
Foreman**

Working Foreman & Apprentice Mechanic

	Lube Technician	Mechanic *	Ass't Working Foreman	Working Foreman
1-July-10	\$ 13.30	\$ 23.00	\$ 24.50	\$25.50
1-July-11	\$ 13.70	\$ 23.69	\$25.24	\$ 26.27
1-July-12	\$ 14.11	\$ 24.40	\$ 26.00	\$ 27.06
1-July-13	\$ 14.53	\$ 25.13	\$ 26.78	\$ 27.87
1-July-14	\$ 14.97	\$ 25.88	\$ 27.58	\$ 28.71
1-July- 15**	\$ 15.42	\$ 26.66	\$ 28.41	\$29.57

Apprentice Mechanic	Block-1	Block-2	Block-3	Block-4
	50% Mech.	60% Mech.	70% Mech.	80% Mech.

* Mechanics working as Roving Mechanics shall be paid an additional \$1.50 per hour.

****NOTE: Above Wage Rates are based on 3% increase, but would be higher if COLA is greater than 3%.**

SCHEDULE C - FIVE HOUR GUARANTEE – (Including Incidentals)

SCHEDULE D

MEMORANDUM OF UNDERSTANDING

BETWEEN:

STOCK TRANSPORTATION LTD.

(Hereinafter called the Employer”)

AND:

THE NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

(Hereinafter called the “Union”)

Re: Article 10: Call-Out Pay

1. Notwithstanding Article 10 of the Collective Agreement, this Memorandum of Understanding shall apply in determining whether or not certain work assignments constitute a call out.
2. This Memorandum of Understanding shall be deemed to be incorporated into the Collective Agreement between the parties dated **July 1, 2010** and in effect until **June 30th, 2016**. This Memorandum of Understanding shall remain in effect pursuant to Article 23 of the Collective Agreement.
3. The following examples shall be used in determining whether or not the work assignment constitutes a callout:
 - 3.1 *Driver is still completing his pick-ups and is asked if he would be able to shuttle his regular bus in for maintenance today.
/This would **NOT** be a call out.*

- 3.2 Driver is at base getting into her car after completion of her morning run and is asked to shuttle a bus to Truro.
/This is **NOT** a call out.
- 3.3 Driver is at home (example 10:00 a.m.) and is called and asked if she would like to shuttle (1 bus into base for service this morning).
/This is **NOT** a call out.
- 3.4 Driver is doing a.m. route pick-up and is asked to do an Emergency Dismissal at (example 11:30 a.m.) one or more schools.
/This **IS** a call out.
- 3.5 Driver is at home and is called and asked to do an Emergency Dismissal at (example 11:30 am.) one or more schools.
/This **IS** a call out.
- 3.6 Driver is scheduled iii advance to do an early dismissal, according to the HRSB calendar, for the whole P.M. route.
/This is **NOT** a call out.
- 3.7 Driver is finished dropping off at last a.m. school and is cleaning bus in their Parking Spot. They are contacted and asked to do an Early Dismissal for one or more schools (example at 11:30 a.m.)
/This **IS** a call out.
- 3.8 Driver is at base visiting with other drivers after his a.m. run and is asked to do a charter immediately.
/This is **NOT** a call out.

3.9 *Driver is contacted and told to do an (example 11:00 a.m.)
unscheduled early dismissal.*

*/This **IS** a call out.*

4. NOTWITHSTANDING the foregoing, system wide closures due to inclement weather will not be considered a callout under Article 10.01, Example: *Driver is off duty and is asked to do an emergency (weather, threats, etc.) dismissal for the complete p.m. route (i.e. System wide closure).* Payment for such assignments shall be as follows:

(1) *An employee shall receive for his/her regular A.M. and P.M. runs (including incidentals).*

(2) *An employee shall receive an additional payment of two (2) hours pay for performing work during such conditions.*

For greater clarity, an employee shall receive pay as follows:

Example five (5) hour driver

regular a.m. and p.m. runs = 5 hours

closure payment = 2 hours

Total = 7 hours

This Memorandum of Understanding agreed to by the Employer and the Union
this 27th day of September, 2010.

SIGNED, SEALED AND DELIVERED In the
Presence of:

STOCK TRANSPORTATION LTD.

THE NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION

Per: Kirk Flach
Stock Transportation

Per: Joan Jessome
President, NSGEU

Per: Neil McNeil
Chief Negotiator/ERO

Per: Robert Warnell
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Per: Darlene Maskell
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Per: E. Patricia Briggs
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Per: Martin O'Connell
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Per: Brenda Malloy
Bargaining Committee