

# **Collective Agreement**

**between**

**Nova Scotia Government & General Employees  
Union (Local 78A)**

**(Hereinafter referred to as the “Union”)**

**and**

**Student Transportation of Canada Inc.**

**(Hereinafter referred to as the “Employer”)**

**July 1, 2021 to June 30, 2025**

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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** the purpose of this Agreement is to support harmonious relations 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;

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

**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 - Definitions and Rules of Construction**

1.01 In this Agreement,

- a) Throughout this Agreement, the masculine and feminine includes all genders and the plural includes the singular and vice versa as the context requires.
- b) "Bus Driver" includes school bus drivers and Permanent Spare Drivers.
- c) "Casuals" are employees hired to replace bargaining unit employees who are ill, on vacation, or otherwise unavailable for work. Casual employees shall not permanently perform the job functions of a permanent bargaining unit employee and have terms and conditions of employment defined in Schedule C.
- d) "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;
- e) "HRCE" means the Halifax Regional Centre for Education;
- f) "Employee" means an employee of the Employer who is a member of the bargaining unit, and refers to all genders;

- g) "Employee Unit" means those employees in the Maintenance Department, Lead Dispatchers, Dispatchers, Trainers, and a group of employees designated by family of schools, as determined by the HRCE;
- h) "Employer" means Student Transportation of Canada Inc. and its successors;
- i) "Lockout" has the meaning described in the Nova Scotia Trade Union Act;
- j) "Permanent Employee" means one who works a regular schedule of hours and who has completed the probationary period;
- k) "Probationary Employee" means one who has been hired for a permanent position but has not completed the probationary period, subject to the terms of this Agreement;
- l) "Permanent Spare Driver" means a bus driver who has not been assigned a permanent route and who may be assigned to any required route, for a non-specific period of time, at the Employer's sole discretion.
- m) "School Bus Driver" means any driver who has been assigned a regular route, which does not include Permanent Spare Drivers;
- n) "Strike" has the meaning described in the Nova Scotia Trade Union Act;
- o) "Union" means the Nova Scotia Government and General Employees Union;
- p) "Year" means September 1st – August 31st, unless specifically modified to mean otherwise.

## **Article 2 – Union Recognition and Representation**

### 2.01 Union Recognition

- (a) The Employer agrees to recognize and does recognize the Union as the sole bargaining agent for collective bargaining purposes for the bargaining unit comprising those employees of the Employer providing services to the Halifax Regional Centre for Education in the following classifications: school bus driver; school bus monitor; permanent spare driver; lead dispatcher, dispatcher; trainer; mechanic; apprentice mechanic, casual drivers and casual monitors, and any new classifications that fall within the Union's bargaining unit; and excluding supervisors and all above the rank of supervisor, office and clerical workers and all those persons excluded by paragraphs (a) and (b) of subsection 2 of section 2 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.

## 2.02 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 3 – Management Rights

- 3.01 The Union and the employees covered by this Agreement recognize and acknowledge that it is the exclusive function of the Employer to manage its business and direct its working forces, which includes the right to:
- (i) maintain order, discipline and efficiency;
  - (ii) schedule and assign work to Employees;
  - (iii) 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 17;
  - (iv) plan, organize, direct, and control operations and make reasonable policies to be observed by the employees and these policies shall not be inconsistent with the terms of this Collective Agreement.
- 3.02 The Employer also retains all other management rights which are not specifically limited by this Agreement.
- 3.03 The rights reserved to the Employer herein are subject to all other provisions of this Agreement and will be exercised in a manner that is consistent with the terms of the Agreement

#### **Article 4 - Discrimination**

4.01 The Employer and the Union agree that there shall be no harassment, discrimination, interference, restriction or coercion with respect to any employees by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity and gender expression; 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.

4.02 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 effect and it will provide for a timely investigation and redress procedure for harassment complaints.

#### **Article 5 - Check-Off**

5.01 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.

5.02 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.

5.03 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.

5.04 The Employer and the Union shall equally share the cost to 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 6 - No Strike or Lockout**

6.01 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.

6.02 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 7 - Job Specifications and Hours of Work

### 7.01 Hours Worked

- (a) School Bus Drivers and Monitors who are Permanent 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 (4) hours.
- (b) For School 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 for School Bus Drivers who work their assigned route will be compensated for one (1) hour and thirty minutes at the prevailing rate of pay. Payment for incidentals for monitors who work their assigned route will be one (1) hour and thirty (30) minutes at the prevailing rate of pay. Incidentals shall include circle check, deadhead, bus wash, reasonable discipline, interior cleaning, routing issues, reasonable traffic delay of less than 15 minutes and fueling.
- (d) Hours worked for Permanent Spare Drivers will be as determined by the Employer, plus zero point seven five (0.75) hours for applicable incidentals, with a daily five hour minimum at the hourly rate outlined in Schedule A.
- (e) Bus Drivers who are assigned additional training responsibilities by the Employer shall be paid at their regular rate as outlined in Schedule A for all hours worked performing such assigned additional training responsibilities, except those Bus Drivers with signing authority qualifications, who shall receive their regular rate as outlined in Schedule A plus \$1.00/hour for all hours worked performing such assigned additional training responsibilities.
- (f) Hours worked for Casual Drivers & Casual Monitor will be as determined by the Employer, at the hourly rate outlined in Schedule C.

7.02 Those mid-day 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.

### 7.03 Assignment of Extra Work

- (a) Assignment of extra work shall be distributed in a just and equitable manner among eligible school bus drivers and monitors and will consider reasonable operational requirements. The union members of the labour management committee will review the distribution of extra work, identify and resolve operational difficulties, and ensure that future assignments address any inequitable situations. Extra work in this paragraph means only (i) Field trips/School Charters, (ii) distribution of supplies from the Company's base location to a Company bus parking location, and (iii) shuttling of buses within Nova Scotia provincial boundaries.

- (b) Field Trip/Charters shall be compensated key-to-key driving time at the Employee's regular rate with a minimum of one and half (1.5) hours for one way trips and three (3) hours for all return trips. For further clarification, key-to-key driving is defined as the time required to perform the assigned tasks associated with providing charter (field trip) service to customers.
- (c) Distribution of Supplies and the Shuttling of Buses shall be compensated key-to-key driving time at regular rates with no guaranteed minimum hours. For further clarification, key-to-key driving is defined as the time required to perform the assigned tasks associated with shuttling a bus. A fifteen (15) minute allowance for pre-trip inspections is allowed if assigned on a non-school calendar day.
- (d) When working an extra work assignment, employees will not be paid for any time that overlaps with their regular daily route.

#### 7.04 Storm Days and In Service Days

- (a) All school 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 workday.
- (b) Bus drivers 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. 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) School Bus drivers and monitors shall be paid their regular a.m. /p.m. wages, including incidentals for four (4) 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. In addition to in-service days, when bus drivers and monitors are required to attend any other mandatory driver/monitor safety meetings, they shall be paid an additional three (3) hours should the safety meeting be scheduled in between their am/pm runs for that day. Any driver who fails to attend any scheduled mandatory training in its entirety will not be paid for any missed time.
- (d) Employees shall receive a minimum of four (4) hours pay for the attendance at the annual start up day designated by the employer. Any employee traveling more than a total of 100 kilometers round trip from their home address, shall receive additional compensation for entire travel time to a maximum of two (2) hours.



## Article 8 - Legal Holidays

8.01 (a) The following days shall be considered legal holidays for the purpose of this collective agreement.

- New Years Day
- Heritage Day
- Good Friday
- Easter Monday
- Canada Day
- Victoria Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

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

(b) Day shall mean Bus Drivers' and Monitors' daily hours of work pursuant to Article 7.01 (b).

(c) The Bus Driver or Monitor 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.

(d) Employees shall be paid their Christmas Day and New Years Day compensation on the last pay prior to the Christmas Holiday.

8.02 No employee shall be required to work on a legal holiday.

## Article 9 – Vacations

9.01 Every Bus Driver and Monitor shall earn vacation pay according to the following scale:

Length of Continuous Service for Vacation Pay (September 1 & February 1 of each year).

Less than 1 year	4%
1 year but less than 5 years	5%
5 years but less than 11 years	6%
11 years or more	7.5%

9.02 Vacation pay shall be calculated on the employee's regular gross earnings.

## **Article 10 – Wages**

- 10.01 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 an employee's anniversary date.
- 10.02 Bus Drivers and Monitors shall be paid the rates outlined in Schedule A for any other extra work assignments.

## **Article 11 - Call-Out Pay**

- 11.01
- (a) If the School Board requests the Employer to begin a school-to-home PM run earlier than originally scheduled because of inclement weather or some other reason that affects the entire School Board route system, and as a result of such request the Employer calls out all School Bus Drivers and Monitors to begin their regularly assigned runs earlier than scheduled, then each such Employee called out and reporting for work shall be paid, in addition to their regular pay, an additional two (2) hours pay for such early call out.
  - (b) If the School Board requests the Employer to begin a school-to-home PM run earlier than originally scheduled because of inclement weather or some other reason that affects only part of the School Board route system, and as a result of such request the Employer calls out some School Bus Drivers and Monitors to begin their regularly assigned runs earlier than scheduled, then these Employees called out and reporting for work shall be paid, in addition to their regular pay, an additional four (4) hours pay for such early call out.
  - (c) If the School Board requests the Employer to begin a home-to-school AM run later than originally scheduled because of inclement weather or some other reason that affects all or only part of the School Board route system, and as a result of such request the Employer calls out the regular assigned School Bus Drivers and Monitors to begin their runs later than scheduled then these Employees called out and reporting for work shall be paid an additional two (2) hours pay for such late start.

## **Article 12 – Seniority**

- 12.01 (a) 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.
- (b) Probationary employees shall have no seniority rights during the probationary period as described in 12.01(a). For greater clarity, the Employer may discharge probationary employees for any reason without notice and without just cause, including for reasons based on performance and suitability.
- (c) In cases where employees covered by this agreement are not previously employees but have the same bargaining unit seniority date and further determination of seniority is

required, the names will be "drawn from a hat" in witness of two (2) employer representatives and two (2) representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.

(d) See Schedule C for more details on Casual Employee Seniority.

12.02 A seniority roster of all employees covered by this Agreement showing classification, full name, route (if applicable), and seniority date shall be revised and posted in October of each year. Upon presentation of proof of error by an employee or the Union or the Employer, such errors shall be corrected. The employer shall provide the union an updated copy of the seniority list upon reasonable request.

12.03 Established seniority shall not be subject to forfeiture by an employee unless:

- (a) he voluntarily leaves the service of the Employer; or
- (b) he is discharged for just cause; or
- (c) he is laid off for a period of twelve (12) months and the period has not been extended in writing at the request of the employee for a further twelve (12) months; or
- (d) he has been assigned to a position outside the bargaining unit for a period in excess of twelve (12) months; or
- (e) having been laid off, he fails to return to work within three (3) weeks of having been recalled.

However, it can be mutually agreed between the Union and the Employer to waive subsection a, c, d, and e of Article 12.03.

12.04 The following rules shall apply to filling permanent positions (whether as a result of vacancies, or newly created positions), promotions, layoffs and recalls:

- (a) The Employer will advise the Union by E-mail, or mail of all anticipated permanent positions to be filled.
- (b) Subject to the next sentence, in filling permanent positions or promotions, appointments shall be made of the applicant with the greatest seniority in the following order: (i) employees currently assigned a permanent position, (ii) employees on the recall list, (iii) casual employees; all subject to qualifications and ability being relatively equal. An employee appointed in accordance with this article 12.04 shall not be eligible to fill further permanent positions for a period of six months following that appointment, except that an employee who has filled a permanent position through recall from lay-off in accordance with paragraph (c), (d), or (e) shall be immediately eligible to fill another permanent position.
- (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. The method by which the Employer will recall laid-off employees will be as follows: the Employer will send an email to each employee on the recall list, describing available permanent positions and inviting those who are interested to reply by email within no less than one week's deadline. It is each employee's responsibility to reply to the email notice. It is each employee's responsibility to ensure that they have provided an accurate email address or contact information to the Employer

#### 12.05 Security of Employment

- (a) Should the Employer decide, due to efficiencies implemented by it, to decrease the number of school bus drivers in its employ, then those employees shall be laid off in accordance with the appropriate terms of the Collective Agreement. At its discretion, in such circumstances, the Employer may also attempt to accomplish any permanent reduction in the number of school bus drivers by attrition.
- (b) The Union and the Employer agree that policies enacted by the HRCE may have the effect of reducing the services that the HRCE requires of the Employer. Therefore, the Union and the Employer agree that should a change in HRCE policy, adopted at a HRCE meeting, result in a reduction in the number of bus drivers required by the Employer, any lay-offs shall be done in accordance with the appropriate terms of the Collective Agreement in regard to lay-off and recall.

### **Article 13 - Temporary Assignments**

- 13.01 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.
- 13.02 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.
- 13.03 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 twelve (12) months but shall not be covered by the provisions of the Collective Agreement.

## Article 14 - Leave of Absence

### 14.01 Sick/Personal Leave

- (a) I Each employee shall earn sick / personal leave at the rate of 0.6 day per month to a maximum of six (6) days per year. A year shall mean September 1<sup>st</sup> – June 30<sup>th</sup>.
  - 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 (10) 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) Any unused sick/personal leave entitlement will be paid out to employees on the final pay in June of each year.
  - (c) 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. The Employer reserves the right to request such information from an employee as is reasonably necessary to determine whether Sick Leave is justified.

### 14.02 General Leave

- (a) If, in the opinion of the Employer operational requirements permit, a request for a leave of absence without pay shall not be unreasonably denied. 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 14.02 (a), no employee shall be granted leave to engage in alternate employment.

### 14.03 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.

#### 14.04 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 14.04 (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 14.04 and will bill the Union for the employee's salary.

#### 14.05 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, without 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 14.05 (a) and (b).

#### 14.06 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) Articles 14.01, 14.03, and 14.05 do not apply to employees on Maternity and Parental Leave.

#### 14.07 Leave of Absence for the Full-Time Union Executive Position

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary

Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- a. An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.
- b. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- c. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- d. Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.
- e. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.
- f. A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.

#### 14.08 Other Leaves

Employees shall be entitled to other leaves in accordance with the Employer's policies, or as otherwise required in accordance with the provisions of the Nova Scotia *Labour Standards Code*.

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

### **Article 15 - Payroll Periods**

- 15.01 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.
- 15.02 Pay sheets shall include, but not be limited to, hours worked, pay, overtime, deductions and all other information applicable. Additional confirmation of dates worked will be provided upon written request by employees.

## **Article 16 - Management and Labour Relations**

- 16.01 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.
- 16.02 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. The union agrees to make reasonable efforts to conduct Labour-Management meetings outside any members' daily operational work days.
- 16.03 The Committee shall consider such items affecting the operation and maintenance of school buses, distribution of extra work assignments, 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.
- 16.04 The Committee shall meet once in each calendar month except July, August, and September. 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.
- 16.05 All reasonable requests for information shall be provided to union representatives on the labour-management committee.

## **Article 17 - Grievance Procedure and Discipline**

### **17.01 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 Branch 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 Branch 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.

#### 17.02 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 17.01.

#### 17.03 General

- (a) Grievances may be delivered by 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.

#### 17.04 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 thirty-six (36) months following a discipline meeting there has been no further discipline of the same or of a similar nature.

#### **Article 18 – Protective Clothing**

- 18.01 The Employer agrees to provide all Personal Protective Equipment (PPE) if either Occupational Health and Safety legislation of the Province of Nova Scotia or Employer's policy requires such PPE be worn by employees.

#### **Article 19 – Medical and Eye Examination**

- 19.01 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 up to a maximum of one hundred and fifty dollars (\$150) per occurrence.
- 19.02 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 20 - License Fees**

- 20.01 Fees required to maintain a Class 2B License shall be borne by the Employer.
- 20.02 Further, fees for courses or license upgrades designated by the Employer, as mandatory for employees, will be borne by the Employer.

#### **Article 21 – Employee & Family Assistance Program**

- 21.01 The Employer shall provide access to an Employee & Family Assistance Program ("EFAP") for all employees, at no cost to the employees.

## Article 22 – Technology 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 12 of this Collective Agreement.
- 22.06 Safety Technology
- a) The parties recognize the importance of enhancing safety, increasing efficiency and improving the quality of service provided to the customer. The parties further recognize that technological advances, tools and equipment are often used to further these objectives in the school bus and transportation industries.
  - b) The parties agree the Employer shall have the right to unilaterally introduce and use technological advances, tools and equipment including, but not limited to, GPS, Zonar, DriveCam, on-board cameras (including CCTV), and time recording features. The Employer shall provide the Union with at least thirty (30) days’ advance notice prior to implementing any such new technological advance, tools and equipment to provide the Union an opportunity to discuss the changes before implementation.
  - c) The parties recognize and agree that the implementation and use of GPS, Zonar, DriveCam, on-board cameras (including CCTV), time recording features, and other technological advances, tools and equipment may result in the discipline or discharge of employees when the evidence from such technology supports or establishes just cause for disciplinary action. The parties agree that in any case in which the Employer takes disciplinary action against an employee relying in whole or in part upon evidence derived from such technology, the Union reserves the right to grieve any such discipline under the “just cause” standard of this Agreement.

The parties further agree that tampering with or disabling any technological tool may be grounds for discipline up to and including immediate discharge.

### **Article 23 -Term of This Agreement**

- 23.01 This Agreement shall be binding upon both parties from July 1, 2021 to June 30, 2025. 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, 2025 or in any subsequent year that it desires its termination or amendment.

### **Article 24 - Benefit and Binding**

- 24.01 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.

**APPENDIX A – WAGE RATES – BUS DRIVERS, MONITORS**

	<b>Base Rate</b>
<b>July 1, 2021 (0%)</b>	
Start Bus Driver	\$22.21
Step 1 Bus Driver	\$22.76
Step 2 Bus Driver	\$23.31
Step 3 Bus Driver	\$23.88
<b>July 1, 2021 (0%)</b>	
Monitor	\$19.96
<b>July 1, 2022 (1.5%)</b>	
Start Bus Driver	\$22.54
Step 1 Bus Driver	\$23.10
Step 2 Bus Driver	\$23.66
Step 3 Bus Driver	\$24.24
<b>July 1, 2022 (1.5%)</b>	
Monitor	\$20.26
<b>July 1, 2023 (2.5%)</b>	
Start Bus Driver	\$23.10
Step 1 Bus Driver	\$23.68
Step 2 Bus Driver	\$24.25
Step 3 Bus Driver	\$24.85
<b>July 1, 2023 (2.5%)</b>	

Monitor	\$20.77
<b>July 1, 2024 (3.0%)</b>	
Start Bus Driver	\$23.79
Step 1 Bus Driver	\$24.39
Step 2 Bus Driver	\$24.98
Step 3 Bus Driver	\$25.60
<b>July 1, 2024 (3.0%)</b>	
Monitor	\$21.39

**\*Bus Drivers with signing authority earn \$1.00/hour premium while performing assigned training duties**

**SCHEDULE B – Mechanics, Apprentice Mechanics, Lead Dispatchers, Dispatchers,  
Trainers**

**B-1 For the purpose of this schedule, employee shall mean Mechanics, Apprentice Mechanics, Lead Dispatchers, Dispatchers, and Trainers**

**B-2 The following provisions of the Collective Agreement apply, do not apply or are modified with respect to employees, as indicated:**

**Preamble, in its entirety**

**Article 1 - Definitions, in its entirety**

**Article 2 – Union Recognition and Representation, in its entirety**

**Article 3 – Management Rights**

**Article 4 - Discrimination, in its entirety**

**Article 5 - Check-Off, in its entirety**

**Article 6 - No Strike or Lock Out, in its entirety**

**Article 7 – Hours of Work and Overtime**

7.01 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.

7.02 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.

7.03 The Employer on a rotation basis will allocate overtime to employees within the unit who are willing and qualified to perform the available work.

7.04 For any overtime for which there has not been twenty-four (24) hours notice given, the employee shall be paid a minimum of four (4) hours, except in the case of extended duties for unforeseen continuation of normal daily duties.

7.05 Shifts (Maintenance)  
The Company has the sole right to establish shifts whether they be day, night, afternoon or weekend. The Company will ask for volunteers for each shift on the basis of seniority and classification. Employees will be given two (2) weeks notice of a shift change.

**Article 8 - Legal Holidays**

8.01 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
- Victoria Day
- Heritage Day
- Truth and Reconciliation Day

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

- 8.02 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.
- 8.03 Employees must work their scheduled shifts on the day 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.
- 8.04 An employee who works on a Legal Holiday as outlined in Article 8.01 shall be paid at the rate of two and one-half (2.5) times regular pay.

**Article 9 - Vacations**

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

Less than 1 year	2-weeks vacation
1 year but less than 9 years	3-weeks vacation
9 years or more	4-weeks vacation

In addition, all Employees shall receive three (3) days' vacation during the Employer's annual Christmas Shutdown.

- 9.02 Employees shall take their vacations at such time as shall be mutually agreeable to the employer and the employee. Employees will be expected to take a minimum 50% of their total vacation entitlement during school holidays. Any vacation entitlement that is not taken prior to June 30<sup>th</sup> each year shall be paid to the employee by the employer on the pay period that includes June 30<sup>th</sup>.



9.03 When a Legal Holiday as defined in Article 8.01 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.

9.04 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.

9.05 Vacation selection shall be by seniority.

### **Article 10 - Wages**

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

### **Article 11 - Call-Out Pay, does not apply**

### **Article 12 – Seniority**

12.01 (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) In cases where employees covered by this agreement are not previously employees but have the same bargaining unit seniority Date and further determination of seniority is required, the names will be "drawn from a hat" in witness of two (2) employer representatives and two (2) representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.

(c) 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.

(d) 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.

12.02 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 October each year. Upon presentation of proof of error by an employee or the

Union or the Employer, such errors shall be corrected. The employer shall provide the union an updated copy of the seniority list upon reasonable request.

12.03 Established seniority shall not be subject to forfeiture by an employee unless:

- (a) he voluntarily leaves the service of the Employer; or
- (b) he is discharged for just cause; or
- (c) he is laid off for a period of twelve (12) months and the period has not been extended in writing at the request of the employee for a further twelve (12) months; or
- (d) he has been assigned to a position outside the bargaining unit for a period in excess of twelve (12) 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 subsection a, c, d and e of Article 12.03.

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

- (a) The Employer will advise the Union by E-mail or mail of all anticipated permanent vacancies.
- (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 13 -Temporary Assignments, in its entirety**

**Article 14 - Leave of Absence, in its entirety, except**

14.06 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 14.01, 14.03 and 14.05 do not apply to employees on Maternity and Parental Leave.

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

**Article 15 - Payroll Periods, in its entirety**

**Article 16 - Management and Labour Relations, in its entirety**

**Article 17 - Grievance Procedure and Discipline, in its entirety**

**Article 18 - Protective Clothing**

18.02 The Employer, upon submission of proof of purchase by the employee, shall provide an annual allowance of up to two hundred dollars (\$200.00) per year to Mechanics and Apprentice Mechanics for the purchase of steel-toe safety shoes or boots.

18.03 The Employer agrees to provide Mechanics and Apprentice Mechanics, on an exchange and as needed basis, with a winter coat.

18.04 Mechanics and Apprentice Mechanics shall be provided with clean coveralls each work day.

**Article 19 - Medical and Eye Examination, in its entirety for employees required in performing the duties associated with their job.**

**Article 20 - Tool Insurance and Allowance**

20.01 Within sixty (60) days of the signing of this agreement, the Employer shall ensure that all Mechanics and Apprentice Mechanics 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.

20.02 Upon the Employee providing receipts, the Employer shall reimburse each Mechanic and Apprentice Mechanic with a tool allowance of up to four hundred dollars (\$400) per year.

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

**Article 21 - Health and Welfare Benefits**

- 21.01 The Employer shall provide to Employees a group life, dependent life, health, and a long-term disability (“LTD”) plan. The premium will be paid fully by the Employer, except for LTD which is paid fully by Employees. Participation shall be a condition of employment subject to eligibility criteria as determined by the insurance policy.
- 21.02 The Employer shall provide a group dental plan and the premiums shall be fully paid by the Employer. Participation shall be a condition of employment, subject to eligibility criteria as determined by the insurance policy.
- 21.03 Employees on a leave of absence of any kind in excess of three (3) months shall be responsible for covering the cost of all premiums for the duration of the leave that is in excess of three (3) months.
- 21.04 The Employer shall provide to Employees a registered retirement savings plan, in which participation shall be voluntary upon completion of the probationary period. Each participating employee shall contribute five percent (5%) of gross bi-weekly earnings to the Employer’s registered retirement savings plan and the Employer shall provide contributions on behalf of each participating employee as follows:

Less than 1 year	1%
1 year but less than 2 years	2%
2 years but less than 3 years	3%
3 years but less than four years	4%
Four years or more	5%
- 21.05 The Employer shall provide access to an Employee & Family Assistance Program (“EFAP”) for all employees, at no cost to the employees.

**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 TO SCHEDULE B – WAGE RATES – MECHANICS, APPRENTICE  
MECHANICS, LEAD DISPATCHERS, DISPATCHERS, TRAINERS**

<b>Mechanics, Apprentice Mechanics, Lead Dispatchers, Dispatchers, Trainers</b>	<b>Base Rate</b>
<b>July 1, 2021 (0.0%)</b>	
Mechanic (1)	\$31.72
Block 1 – A.M (2)	\$15.81
Block 2 – A.M (2)	\$18.98
Block 3 – A.M (2)	\$22.13
Block 4 – A.M (2)	\$25.29
Dispatcher	\$20.81
Lead Dispatcher	\$26.44
Trainers	\$22.84
<b>July 1, 2022 (1.5%)</b>	
Mechanic	\$32.20
Block 1 – A.M	\$16.05
Block 2 – A.M	\$19.26
Block 3 – A.M	\$22.46
Block 4 – A.M	\$25.67
Dispatcher	\$21.12
Lead Dispatcher	\$26.84
Trainers	\$23.18
<b>July 1, 2023 (2.5%)</b>	
Mechanic	\$33.01
Block 1 – A.M	\$16.45
Block 2 – A.M	\$19.74
Block 3 – A.M	\$23.02
Block 4 – A.M	\$26.31
Dispatcher	\$21.65
Lead Dispatcher	\$27.51
Trainers	\$23.76
<b>July 1, 2024 (3.0%)</b>	
Mechanic	\$34.00
Block 1 – A.M	\$16.94
Block 2 – A.M	\$20.33
Block 3 – A.M	\$23.71
Block 4 – A.M	\$27.10
Dispatcher	\$22.30
Lead Dispatcher	\$28.34
Trainers	\$24.47

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

## **SCHEDULE C – Casual Driver and Casual Monitors**

**C-1** For the purpose of this schedule, employee shall mean Casual Drivers & Casual Monitors

**C-2** The following provisions of the Collective Agreement apply, do not apply or are modified with respect to employees, as indicated:

**Preamble, in its entirety**

**Article 1 - Definitions, in its entirety**

**Article 2 – Union Recognition and Representation, in its entirety**

**Article 3 – Management Rights, in its entirety**

**Article 4 – Discrimination, in its entirety**

**Article 5 - Check-Off, in its entirety**

**Article 6 - No Strike or Lock Out, in its entirety**

**Article 7 – Job Specifications and Hours of Work, replaced with the following:**

- 7.01 All work assigned is defined as “unscheduled work” intended to supplement the work of permanent school bus drivers & monitors in situations of temporary shortage.
- 7.02 Work will be distributed in a fair and equitable manner amongst available casual drivers and casual monitors based on the needs of the employer and the availability of employees.
- 7.03 Casual Employees shall be paid for the hours worked at the hourly rate as outlined in Appendix A to this Schedule, except where specifically stated otherwise in this agreement. When replacing a school bus driver or monitor daily route, the minimum hours of work per day for the a.m. and p.m. runs combined, including incidentals, shall be four (4) hours.
- 7.04 The employer may, in its absolute discretion, offer additional compensation to cover expenses for employees who are asked to travel for a work assignment.

**Article 8 – Legal Holidays:**

Article 8.01(a) applies

Article 8.01(b) and (c) replaced with the following:

- 8.01 (b) Day shall mean the employee’s daily hours of work pursuant to Article 7.03.
- 8.01 (c) The employee must have worked 15 of the 30 calendar days before the holiday and the employee must have worked their last scheduled shift before the holiday and their first scheduled shift after the holiday.

Article 8.02 applies.

**Article 9 - Vacations: replaced with the following:**

9.01 Every casual driver and casual\_monitor shall have vacation pay added to their hourly rate at a rate of 4%.

9.02 Vacation pay shall be calculated on the employee's gross earnings, but excluding overtime.

**Article 10 – Wages: replaced with the following:**

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

**Article 11 – Call-Out Pay: does not apply**

**Article 12 – Seniority: applies with the addition of the following:**

In cases where employees covered by this agreement are not previously casual employees but have the same bargaining unit seniority Date and further determination of seniority is required, the names will be "drawn from a hat" in witness of 2 employer representatives and 2 representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.

**Article 13 – Temporary Assignments: applies.**

**Article 14 – Leave of Absence:**

14.01 Sick/Personal Leave does not apply.

14.02 General Leave applies.

14.03 Bereavement Leave does not apply.

14.04 Leave for Union Business applies.

14.05 Court Leave applies.

14.06 Maternity Leave and Parental Leave applies.

14.07 Leave of Absence for Full-Time Executive Position applies.

14.08 Other Leaves applies.

14.09 Education Leave does not apply.

**Article 15 – Pay Roll Periods: applies.**

**Article 16 – Management and Labour Relations: applies.**

**Article 17 - Grievance Procedure and Discipline: applies.**

**Article 18 - Protective Clothing: applies.**

**Article 19 - Medical and Eye Examination: Applies once employed more than 120 calendar days.**

**Article 20 - License Fees: Applies once employed more than 120 calendar days.**

**Article 21 – Employee and Family Assistance Program: applies.**

**Article 22 – Technology Change: applies.**

**Article 23 -Term of This Agreement: applies.**

**Article 24 - Benefit and Binding: applies.**



**APPENDIX A TO SCHEDULE C – WAGE RATES  
CASUAL DRIVERS AND CASUAL MONITORS**

<b>July 1, 2021 (0%)</b>	<b>Base</b>
Casual Driver	\$21.88
Monitor	\$19.82
<b>July 1, 2022 (1.5%)</b>	
Casual Driver	\$22.21
Monitor	\$20.12
<b>July 1, 2023 (2.5%)</b>	
Casual Driver	\$22.77
Monitor	\$20.62
<b>July 1, 2024 (3.0%)</b>	
Casual Driver	\$23.45
Monitor	\$21.24

## MEMORANDUM OF AGREEMENT

### Start Date Recognition for Wages and Vacation Entitlement

Between

**STUDENT TRANSPORTATION OF CANADA LTD. (STC)**

and

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

Solely for the purposes of determining applicable wage rates and vacation entitlements in accordance with the Collective Agreement, the Employer agrees that the employees listed in the attached Appendix A shall be assigned the start dates noted in Appendix A. Employees will have sixty (60) days from the date of signing this agreement to present proof of errors or omissions. Any such errors or omissions shall be corrected. The Union agrees to bear responsibility for any errors or omissions in Appendix A, and will indemnify the Employer for any such errors or omissions.

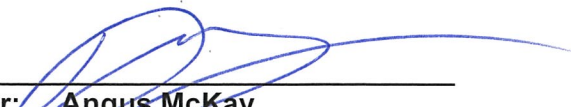
Notwithstanding any other articles, no current employee at the time of signing of this agreement shall suffer a reduction in wage. In cases where an employee's current wage rate is higher than the stated rate in the Collective Agreement, an employee's wage rate shall be "red-circled". The "red-circled" employee's wage rate shall remain in effect until the Collective Agreement applicable wage rate equals or surpasses the employee's "red-circled" rate.


For greater certainty, recognition of assigned start dates by the Employer in accordance with this Memorandum of Agreement does not in any way reflect Employee seniority within the bargaining unit, which shall be determined solely in accordance with the Collective Agreement based upon their actual start date with the Employer.

This Memorandum of Agreement is signed on unceded Mi'kmaq territory in Halifax, Nova Scotia, this 15, day of March, 2022.

SIGNED, SEALED AND DELIVERED In the Presence of:

STUDENT TRANSPORTATION OF CANADA

  
\_\_\_\_\_  
Per: Angus McKay  
Regional General Manager  
Student Transportation of Canada


  
\_\_\_\_\_  
Per: Tony Gottwald  
Branch Manager  
Student Transportation of Canada

THE NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
Per: Jason MacLean  
President, NSGEU

  
\_\_\_\_\_  
Per: Lloyd Samson  
Chief Negotiator/ERO

  
\_\_\_\_\_  
Per: Sharalyn Boudreau  
Bargaining Committee

  
\_\_\_\_\_  
Per: Brian Sykes  
Bargaining Committee

  
\_\_\_\_\_  
Per: Sherry Lee Holley  
Bargaining Committee

**MEMORANDUM OF AGREEMENT**

**Seniority Assignment for Current STC Employees**

**Between**

**STUDENT TRANSPORTATION OF CANADA LTD. (STC)**

**and**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

Solely for the purposes of determining the initial seniority roster for NSGEU's Local 78A STC, the Employer agrees to assign seniority using the following method:

- i. Seniority will be assigned in descending order for all current employees in the classifications identified in Article 2.01 recognition.
- ii. Seniority will be assigned in sequence using the following procedure:

**Step 1:** Everyone that was hired on or before September 8, 2020 will have their name placed in a hat. Names will be drawn from the hat to determine seniority ranks in witness of two (2) employer representatives and two (2) representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority. Seniority Date will be set to September 8, 2020, plus their subsequent draw ranking sequence.

**Step 2:** Everyone that was hired after September 8, 2020 will have their actual hire date as their seniority date. For employees hired on the same date, names will be drawn from a hat in witness of two (2) employer representatives and two (2) representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority. Seniority Date will be set to actual hire date plus any subsequent ranking.


**Step 3:** All Casual employees will have their hire date as their seniority date. For employees hired on the same date, names will be drawn from a hat in witness of two (2) employer representatives and two (2) representatives from the union's Labor Management Committee or designate. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority. Seniority Date will be set to actual hire date plus any subsequent ranking.


The final seniority roster will be ordered by Seniority Date, Seniority Sequence Number, Employee's full Name, Classification, and Assigned Route (if applicable).

This Memorandum of Agreement is signed on unceded Mi'kmaq territory in Halifax, Nova Scotia, this 15, day of March, 2022.

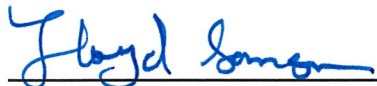
**SIGNED, SEALED AND DELIVERED In the Presence of:**

**STUDENT TRANSPORTATION OF CANADA THE NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

  
\_\_\_\_\_  
Per: **Angus McKay**  
Regional General Manager  
Student Transportation of Canada

  
\_\_\_\_\_  
Per: **Tony Gottwald**  
Branch Manager  
Student Transportation of Canada

  
\_\_\_\_\_  
Per: **Jason MacLean**  
President, NSGEU

  
\_\_\_\_\_  
Per: **Lloyd Samson**  
Chief Negotiator/ERO

  
\_\_\_\_\_  
Per **Sharalyn Boudreau**  
Bargaining Committee

  
\_\_\_\_\_  
Per: **Brian Sykes**  
Bargaining Committee

  
\_\_\_\_\_  
Per: **Sherry Lee Holley**  
Bargaining Committee

**MEMORANDUM OF AGREEMENT**

**Payment for Incidentals – School Bus Drivers**

Between

**STUDENT TRANSPORTATION OF CANADA Ltd. (STC)**

and

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

From July 1, 2021 to June 30, 2025, payment for incidentals pursuant to paragraph 7.01(c) of the Collective Agreement for School Bus Drivers who are Permanent Employees will be 1.75 hours.


This Memorandum of Agreement is signed on unceded Mi'kmaq territory in Halifax, Nova Scotia, this 15, day of March, 2022.

**SIGNED, SEALED AND DELIVERED In the Presence of:**

**STUDENT TRANSPORTATION OF CANADA**

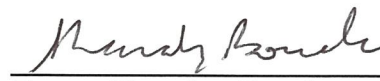
**THE NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION**

  
Per: **Angus McKay**  
Regional General Manager  
Student Transportation of Canada

  
Per: **Jason MacLean**  
President, NSGEU

  
Per: **Tony Gottwald**  
Branch Manager  
Student Transportation of Canada

  
Per: **Lloyd Samson**  
Chief Negotiator/ERO

  
Per **Sharalyn Boudreau**  
Bargaining Committee

  
Per: **Brian Sykes**  
Bargaining Committee

  
Per: **Sherry Lee Holley**  
Bargaining Committee

**MEMORANDUM OF AGREEMENT**

**Joint Committee re Minimum Hours**

**Between**

**STUDENT TRANSPORTATION OF CANADA Ltd. (STC)**

**and**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

RE Joint Committee

The parties agree to form a joint committee (2 from management, 2 from the union - 1 from the local and one being the ERO) to consider and discuss increasing the minimum hour guarantee in section 7.01(a) from four hours to five. The parties will meet at least 3 times annually during the life of the agreement. The goal of the committee will be to reach consensus on a recommendation on how to best address this issue during the next round of negotiations.

This Memorandum of Agreement is signed on unceded Mi'kmaq territory in Halifax, Nova Scotia, this 15, day of March, 2022.

**SIGNED, SEALED AND DELIVERED In the Presence of:**

**STUDENT TRANSPORTATION OF CANADA**


**THE NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION**

  
\_\_\_\_\_  
Per: **Angus McKay**  
Regional General Manager  
Student Transportation of Canada

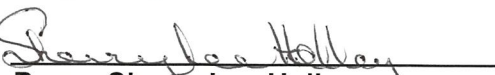
  
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Per: **Jason MacLean**  
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Branch Manager  
Student Transportation of Canada

  
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Per: **Lloyd Samson**  
Chief Negotiator/ERO

  
\_\_\_\_\_  
Per **Sharalyn Boudreau**  
Bargaining Committee

  
\_\_\_\_\_  
Per: **Brian Sykes**  
Bargaining Committee

  
\_\_\_\_\_  
Per: **Sherry Lee Holley**  
Bargaining Committee