

**THIS AGREEMENT made and entered into**

**BETWEEN:**

**Autobus Transco Inc.**  
**(Hereinafter called the “Employer”)**

**and**

**The Nova Scotia Government & General  
Employees Union**  
**(Hereinafter called the “Union”)**

**July 1, 2023 – June 30, 2026**

## Table of Contents

PREAMBLE.....	4
Article 1 - Recognition and Purpose.....	4
Article 2 - Definitions .....	5
Article 3 - Discrimination.....	6
Article 4 - Check-Off.....	7
Article 5 - No Strike or Lock-Out.....	7
Article 6 - Job Specifications and Hours of Work .....	7
Article 7 - Legal Holidays.....	10
Article 8 - Vacations .....	11
Article 9 - Wages.....	12
Article 10 - Call-Out Pay.....	12
Article 11 - Seniority .....	13
Article 12 - Temporary Assignments .....	16
Article 13 - Leave of Absence .....	16
Article 14 - Pay Roll Periods.....	21
Article 15 - Management and Labour Relations .....	21
Article 16 - Grievance Procedure and Discipline .....	21
Article 17 – Health and Safety.....	24
Article 18 - Protective Clothing and Safety Equipment.....	25
Article 19 - Medical and Eye Examination .....	25
Article 20 - License Fees.....	25
Article 21 - Health and Welfare Benefits.....	26
Article 22 – Employee Assistance Program .....	26
Article 23 - Technological Change .....	26
Article 24 -Term of This Agreement.....	28
Article 25 - Benefit and Binding .....	28
SCHEDULE A - Wage Rates - School Bus Drivers, Utility Drivers, Monitors .....	29
SCHEDULE B - Lube Technician, Mechanic, and Apprentice Mechanic .....	31
APPENDIX A TO SCHEDULE B – Wage Rates – Lube Technician, Mechanic, & Apprentice Mechanic.....	37
SCHEDULE C - FIVE HOUR GUARANTEE – (Including Incidentals).....	38

SCHEDULE S - Spare Drivers and Spare Monitors ..... 39  
APPENDIX A TO SCHEDULE S - Wage Rates - Spare Drivers and Spare Monitors... 42

## 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; spare driver; monitor; **spare monitor**; lube technician; mechanic; apprentice mechanic; and all new classifications, excluding foremen, those equivalent to foremen and above that rank, office employees, 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 their 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 co-operate 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 Centre for Education

- (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 all genders.
- (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 **Autobus Transco Inc.** 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 School Board.
- (k) Year means September 1st – August 31st, unless specifically modified to mean otherwise.
- (l) Bus Driver includes school bus driver, utility driver and spare driver. For greater certainty, unless otherwise stated, “School Bus Driver” does not include spare driver.

### **Article 3 - Discrimination**

3.01 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; 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 their 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 their 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 their 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.
- 5.03 **The words "strike" and "lockout" shall be defined in the Trade Union Act.**

#### **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) 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 hours, for those runs that exist on the signing date of this agreement.
- (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 bus drivers who work their assigned route will be compensated for one (1) hour and forty-five (45) minutes at the prevailing rate of pay. Payment for incidentals for monitors who work their assigned route will be compensated for one (1) hour and thirty (30) minutes at the prevailing rate of pay.**

**Incidentals for bus drivers shall include pre-trip and post trip circle check, deadhead, bus wash, reasonable discipline, interior cleaning, paperwork, fueling the vehicle which includes windshield washer fluid, and motor oil.**

**The following will be included if less than 15 minutes; reasonable traffic delay, discussing routing issues, returning a student back to school, swapping buses, wait time during mechanical breakdown and performing a regen run, Diesel Exhaust Fluid filling (DEF). Management meetings and maintenance not listed above shall be paid in addition to incidentals. The payment for the above will be divided equally between the A.M. and the P.M route.**

**Incidentals for monitors shall include reasonable discipline, documenting any student disciplinary issues and child checks. The following will be included if less than 15 minutes; returning a student back to school, swapping buses, wait time during mechanical breakdown and performing a regen run.**

**Management meetings shall be paid in addition to incidentals. The payment for the above will be divided equally between the A.M. and the P.M route.**



- (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 at the hourly rate outlined in Schedule A.
- (e) **Spare drivers and spare monitors, once assigned a route on a temporary basis, will be compensated at the regular rate of pay of the route, which includes the incidentals.**
- (f) Hours worked as a Spare Driver and **Spare Monitor** will be as determined by the Employer, at the hourly rate outlined in Schedule S.

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, except for 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

- (a) Assignment of extra work shall be distributed in a just and equitable manner among eligible school bus drivers and monitors. 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. 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 based on first pick up to last drop off if a field trip/charter occurs during or after the Employee's home to school run. Employees will be compensated based on key-to-key for any other kinds of Field Trip/Charters. For any field trip/charter Employee's will receive their 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) **The distribution of Supplies and the Shuttling of Buses shall be compensated for 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) **It is the responsibility of the employer to maintain an accurate record (bowling sheets) of all extra work. i.e. routes covering, shuttle, field trips, charter and/or any other work deemed to be extra work.**
- (e) **When working an extra work assignment, employees will not be paid for any time that overlaps with their regular daily route.**

#### 6.05 Storm Days and In Service Days **and Startup Day**

- (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 **right** 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 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, bus drivers and monitors are required to attend mandatory driver/monitor monthly safety meetings. School Bus Drivers/monitors shall be paid an additional three (3) hours should the safety meeting be scheduled in between their am/pm runs for that day.
- (d) Employees shall receive a minimum of four (4) hours pay for attendance at the annual start up day designated by the employer. Employees shall additionally be paid for conducting dry runs of routes. For greater certainty, pay for conducting dry runs of routes will be earned separately, even if those dry runs are performed on the annual start up day.

### **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
  - **Truth and Reconciliation Day**

- Thanksgiving Day
- Remembrance Day
- Heritage Day

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

- (b) Day shall mean School Bus Drivers' and Monitors' daily hours of work pursuant to Article 6.02 (b).
- (c) **Employees** must work the scheduled workday immediately preceding and immediately following the legal holiday 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 Year's Day compensation on the last pay prior to the Christmas Holiday.**
- (e) **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 employee. The day in lieu of, will be taken at a time mutually agreed upon by the employee and the employer.**
- (f) **An employee who works on a Legal Holiday as outlined in Article 7.01 shall be paid at the rate of one and one-half (1.5) times regular pay and a day off in lieu.**

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

## **Article 8 - Vacations**

8.01 Every School Bus Driver, Utility Driver and Monitor shall have vacation pay added to their hourly rate according to the following scale:

Length of Continuous Service (as of April 1 of Vacation Pay each year)  
**For the Employees employed on the date of ratification, their vacation pay shall be as follows:**

**Less than 1 year = 4%**

**1 year but less than 5 years= 5%**

**5 years but less than 10 years = 6%**

**10 years or more = 8%**

**For employees hired after the date of ratification, their vacation pay shall be as follows:**

**1 year but less than 5 years = 4%**

**5 years but less than 10 years = 6%**

**10 years or more = 8%**

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 School Bus Drivers, Utility 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 School Bus Drivers and Monitors shall be paid the rates outlined in Schedule A inclusive of all benefits, for field trips and other extra work assignments.

9.03 School Bus Driver, Utility Driver and Monitor 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.

9.04 **Bus Drivers, who are required by the Employer to** recharge buses at their place of residence will be compensated for their use of power at the rate of one hundred **twenty-fifty** dollars (**\$150**) per year. **Should a Bus driver be provided a power cord by the employer, the employee shall return the power cord at the end of the school year.**

### **Article 10 - Call-Out Pay**

10.01

(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 because 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 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 early call out.

## Article 11 - Seniority

- 11.01 Each employee hired to fill a permanent position shall have a probationary period of **ninety (90)** 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. **Employees will only be required to serve one probationary period.**
- 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) **The Employee** voluntarily leaves the service of the Employer;
  - (b) or **the Employee** is discharged for just cause; or
  - (c) **The Employee** 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) **The Employee** has been assigned to a position outside the bargaining unit for a period more than **twelve (12) months, unless the position is to cover a parental leave, at which time the period of time would be more than eighteen (18) months**; or
  - (e) having been laid off, they fail to return to work within three (3) weeks of having been recalled.

- (f) **The Employee resigns and does not rescind the resignation within *twenty-four (24)* hours.**

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 permanent positions (whether because of vacancies, or newly created positions), promotions, layoffs and recalls:

- (a) The Employer will advise the Union by E-mail, fax, or mail of all anticipated permanent positions to be filled in the conveyance and maintenance departments.
- (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 on the recall list**

**(ii) Employees currently assigned a permanent position**

(iii) spare drivers

All subject to qualifications and ability being relatively equal. An employee appointed in accordance with this article 11.04 shall not be eligible to fill further permanent positions for a period of six (6) months following that appointment, except that an employee who has filled a permanent position through recall from lay-off in accordance with paragraph (f) shall be immediately eligible to fill another permanent position. **The six (6) month period shall include any time during July and August.**

- (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.

- (f) 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 to the Employer. An employee who does not have an email address may request from the Employer that they be contacted by telephone (and may reply by telephone) instead of email for the purposes of this paragraph.

#### 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 after 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 **Autobus Transco Inc.** 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 after 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 regarding 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 **Autobus Transco Inc.** be required to lay off bus drivers and monitors hired after March 8, 1996, such layoffs 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 their 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, they 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 **twelve (12) months, unless the position is to cover a parental leave, where then the employee shall retain accumulative seniority for a period not to exceed eighteen (18) months. The Employee** 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 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 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.

**IV For the purposes of this article, Employees shall be entitled to take sick/personal leave as a half day or a full day. For a half day usage, Employees must give the Employer notice as soon as possible.**

- (b) A maximum of three (3) days of unused entitlement may be carried forward to the following year.
- (c) On the first (1<sup>st</sup>) 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 more than 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) When a death occurs in the immediate family of an employee or spouse of the employee, the employee shall be entitled to a leave with pay for five (5) working days for each occasion.**

**Immediate family member is defined as: spouse, child, child-in-law, parent, parent-in-law, siblings, siblings-in-law, grandparent, grandparent of spouse, grandchild, grandchild of spouse.**

**The leave must be taken within seven (7) days from the death of the immediate family member.**

- (b) Every employee shall be entitled to one (1) day leave with pay when a death occurs of an employee's or spouse's aunt, uncle, niece, nephew, or any relative permanently residing in the employee's household or whom the employee permanently resides.**
- (c) If the death occurs in the employee's immediate family, when the employee is at work, the employee shall be granted, leave with pay for the remainder of the employees scheduled shift.**
- (d) The above entitlement is subject to the provision that proper notification is made to the employer.**
- (e) The employer may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the employer for the death of person other than the mentioned person in paragraph (a) and (b)**
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to their vacation or sick leave credits.**
- (g) An employee may defer a portion of their bereavement leave for the purpose of attending a memorial service or burial service held after the death of the relative. The employee shall notify the Employer of their 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 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 (2<sup>nd</sup>) 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.

### **13.08 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*.**

### **13.09 Training**

- (a) **Employees shall have the opportunity for pay training when the training is required by the employer.**
- (b) **Employees shall suffer no loss of pay for the time spent mandatory training and all associated costs will be paid for by the employer.**

## 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 **not less than two (2) representatives but not** more than four representatives of the Union and **not less than two (2) representatives but** 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 two (2) 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 their 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 their 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 and assigned duty or task because such employee considers that the terms of the Agreement have been violated. In any such instance the employee shall perform the task and grieve later.
- (e) The time limits in this article will be deemed to be mandatory.

### 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 **two (2)** 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, discharge **or for the purposes of an investigation.**
- (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 – Health and Safety**

### **17.01**

- (a) the Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer, the union, and the Employees agreed to adhere to and comply with the Nova Scotia Occupational Health and Safety Act S.N.S 1996.
- (b) any Employee can exercise their right to refuse, unsafe work, unicorns with the provisions of the Nova Scotia Occupational Health and Safety Act
- (c) the Employer maintains the exclusive function of enforcing safety, and any regulations under the act. The Employer shall continue to make all reasonable provisions for the health and safety of employees.
- (d) the Employer shall provide an appropriate first aid kit on each bus and in the office
- (e) given the interest of occupational, safety, and health of employees, the Employer will ensure that employees have access to first aid training

### **17.02 Harassment, Bullying, and Respectful Workplace**

The parties are committed to a healthy, safe, and supportive workplace and are committed to providing a work environment that values diversity and treats all persons with respect and dignity. The parties are committed to a workplace free from the following:

- (i) Discrimination contrary to the law and this agreement.
- (ii) Harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients, or the public.
- (iii) Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance



### **17.03 Workers Compensation**

**All employees will be covered by *the Nova Scotia Workers' Compensation program if eligible*. Every Employee will be responsible for reporting any injuries or accidents to the supervisor as soon as circumstances permit, and in any event within one working day following the incident, unless the Employee is medically incapable of doing so.**

### **Article 18 - Protective Clothing and Safety Equipment**

- 18.01 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.
- 18.02 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.
- 18.03 The Employer agrees to provide Utility Drivers, on an exchange and as needed basis with a winter coat, rain wear and a ground sheet.
- 18.04 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.
- 18.05 The Employer will ensure that all buses are provided a snow brush that is in good working order and long enough to ensure safe use.**
- 18.06 The Employer shall provide each bus with a broom, protective gloves (*if required*), masks, face shields (*if required*), paper towel, and cleaning solution.**

### **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.
- 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 The Class 2B and 4B License Fees for Bus Drivers and Utility Bus Drivers 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 - Health and Welfare Benefits**

### 21.01 Life Insurance

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

### 21.02 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.
- (d) An employee paid health plan is currently provided to employees.

## **Article 22 – Employee Assistance Program**

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

## **Article 23 - Technological Change**

23.01 “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.

- 23.02 In the event the Employer is considering the introduction of technological change which results in the layoff 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.
- 23.03 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.
- 23.04 Where technological change results in the layoff of employees, the Employer shall, where feasible, provide reasonable training and time to qualify such employees for available work.
- 23.05 Lay off because of technological change will be in accordance with Article 11 of this Collective Agreement.

### **23.06 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, DriveCam3, 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. **All busses must have signage posted that there is video recording.**

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

#### **Article 24 -Term of This Agreement**

24.01 This Agreement shall be binding upon both parties from **July 1, 2023 to June 30, 2026**. 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 **2026** or in any subsequent year that it desires its termination or amendment.

**24.02 This collective agreement, during its term, maybe amended from time to time by mutual agreement, in writing, of the parties.**

**24.03 Any notice or correspondence to be given by either party concerning this agreement shall be considered sufficiently given if mailed (prepaid and certified) and delivered, delivered by courier, or sent by fax mail transmission addressed to the current address of either the union or the employer (as applicable) with a copy to the employee relations officer assigned to the local. The parties agree to advise one another of any change in current address.**

#### **Article 25 - 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.

**SCHEDULE A - Wage Rates - School Bus Drivers, Utility Drivers, Monitors**

<b>July 1, 2023 (3%)</b>	<b>Base</b>	<b>Vacation 4%</b>	<b>Vacation 5%</b>	<b>Vacation 6%</b>	<b>Vacation 8%</b>
Start School Bus Driver/Utility Driver	<b>\$23.22</b>	24.15	24.38	24.61	25.08
Step 1 School Bus Driver/Utility Driver	<b>\$23.79</b>	24.74	24.97	25.22	25.69
Step 2 School Bus Driver/Utility Driver	<b>\$24.37</b>	25.34	25.59	25.83	26.32
Step 3 School Bus Driver/Utility Driver	<b>\$24.97</b>	25.97	26.22	26.47	26.97
Monitor	<b>\$20.87</b>	21.70	21.91	22.12	22.54
<b>July 1, 2024 (2.5%)</b>	<b>Base</b>	<b>Vacation 4%</b>	<b>Vacation 5%</b>	<b>Vacation 6%</b>	<b>Vacation 8%</b>
Start School Bus Driver/Utility Driver	<b>\$23.80</b>	24.75	24.99	25.23	25.70
Step 1 School Bus Driver/Utility Driver	<b>\$24.38</b>	25.36	25.60	25.84	26.33
Step 2 School Bus Driver/Utility Driver	<b>\$24.98</b>	25.98	26.23	26.48	26.98
Step 3 School Bus Driver/Utility Driver	<b>\$25.59</b>	26.61	26.87	27.13	27.64
Monitor	<b>\$21.39</b>	22.25	22.46	22.67	23.10

<b>July 1, 2025 (2%)</b>	<b>Base</b>	<b>Vacation 4%</b>	<b>Vacation 5%</b>	<b>Vacation 6%</b>	<b>Vacation 8%</b>
Start School Bus Driver/Utility Driver	<b>\$24.28</b>	25.25	25.49	25.74	26.22
Step 1 School Bus Driver/Utility Driver	<b>\$24.87</b>	25.86	26.11	26.36	26.86
Step 2 School Bus Driver/Utility Driver	<b>\$25.48</b>	26.50	26.75	27.01	27.52
Step 3 School Bus Driver/Utility Driver	<b>\$26.10</b>	27.14	27.41	27.67	28.19
Monitor	<b>\$21.82</b>	22.69	22.91	23.13	23.57

## **SCHEDULE B - Lube Technician, Mechanic, and Apprentice Mechanic**

B-1 For the purpose of this schedule, employee shall mean Lube Technician, Mechanic, and Apprentice Mechanic

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 **or** 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 **in a fair and equitable basis.**

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 four (4) 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.

6.06 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 based on seniority and classification. Employees will be given two (2) weeks' notice of a shift change.

## **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

**Truth and Reconciliation Day**

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Queen's Birthday

Heritage Day

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.

## **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 their 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 **the attached Appendices and Schedules**

### **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 more than eighteen (18) months; or
- (e) having been laid off, they fail 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 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 **two hundred (\$200.00)** 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 three hundred fifty dollars (\$350) per year. It is understood that reimbursement for repair to air tools is included in the three hundred fifty 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 TO SCHEDULE B – Wage Rates – Lube Technician, Mechanic, & Apprentice Mechanic**

JOB TITLE	Current	2023 9.07%	2024 2.5%	2025 2%
Mechanic	\$32.09	\$35.00	\$35.88	\$36.60
Apprentice Level I (60%)	\$19.25	\$21.00	21.53	21.96
Apprentice Level II (70%)	\$22.46	\$24.50	25.11	25.61
Apprentice Level III (80%)	\$25.67	\$28.00	28.70	29.27

JOB TITLE	Current	2023 3%	2024 2.5%	2025 2%
Lube Technician	19.04	19.61	20.10	20.50

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

**SCHEDULE C - FIVE HOUR GUARANTEE – (Including Incidentals)**

**Names Removed for Privacy purposes**

## **SCHEDULE S - Spare Drivers and Spare Monitors**

S-1 For the purpose of this schedule, Employee shall mean spare drivers **and spare monitors**.

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

**Preamble: applies**

**Article 1 - Recognition and Purpose: applies**

**Article 2 – Definitions: applies**

**Article 3 – Discrimination: applies**

**Article 4 - Check-Off: applies**

**Article 5 - No Strike or Lock Out: applies**

**Article 6 - Hours of Work and Overtime: replaced with the following:**

- 6.01 All work assigned is defined as “unscheduled work” intended to supplement the work of permanent school bus drivers **and monitors** in situations of temporary shortage.
- 6.02 Work will be distributed in a fair and equitable manner amongst available spare drivers **and spare monitors** based on the needs of the Employer and the availability of employees.
- 6.03 Spare Drivers **and Spare Monitors** 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**, the minimum hours of work per day for the a.m. and p.m. runs combined, including incidentals, shall be four hours.
- 6.04 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 7 – Legal Holidays:**

Article 7.01 (a) applies

Article 7.01(b) and (c) replaced with the following:

- 7.01 (b)** Day shall mean the employee’s daily hours of work pursuant to Article 6.02 (b).

7.01 (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 7.02 applies.**

**Article 8- Vacations: replaced with the following:**

8.01 Every spare driver **and Spare Monitor** shall have vacation pay added to their hourly rate at a rate of 4%.

8.02 Vacation pay shall be calculated on the employee's regular base hourly rate but excluding overtime.

**Article 9 – Wages: replaced with the following:**

9.01 Spare drivers **and Spare Monitors** shall be paid the applicable wage rate outlined in Appendix A attached to this Schedule.

**Article 10 – Call-Out Pay: does not apply.**

**Article 11 – Seniority: applies with the addition of the following:**

In cases where employees covered by this agreement are not previously spare 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 12 – Temporary Assignments: applies.**

**Article 13 – Leave of Absence:**

13.01 Sick/Personal Leave does not apply.

13.02 General Leave applies.

13.03 Bereavement Leave does not apply.

13.04 Leave for Union Business applies

13.05 Court Leave applies.

13.06 Maternity and Parental Leave applies.

13.07 Leave of Absence for Full-Time President applies.

**Article 14 – Pay Roll Periods: applies.**

**Article 15 – Management and Labour Relations: applies.**

**Article 16 - Grievance Procedure and Discipline: applies.**



**Article 17 - Protective Clothing: applies.**

**Article 18 - Medical and Eye Examination: applies after three months from date of hire.**

**Article 19 - License Fees: applies after three months from date of hire.**

**Article 20 - Health and Welfare Benefits: does not apply.**

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

**Article 22 - Technological Change: applies.**

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

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

**APPENDIX A TO SCHEDULE S - Wage Rates - Spare Drivers and Spare Monitors**

**APPENDIX A - Wage Rates - Spare Drivers and Spare Monitors**

<b>July 1, 2023 (3%)</b>	<b>Base</b>	<b>Vacation 4%</b>
Spare Driver	<b>22.22</b>	<b>23.11</b>
Spare Monitor	<b>17.51</b>	<b>18.21</b>
<b>July 1, 2024 (2.5%)</b>		
Spare Driver	<b>22.78</b>	<b>23.69</b>
Spare Monitor	<b>17.95</b>	<b>18.67</b>
<b>July 1, 2025 (2%)</b>		
Spare Driver	<b>23.24</b>	<b>24.17</b>
Spare Monitor	<b>18.31</b>	<b>19.04</b>

**SIGNED in Halifax, Nova Scotia, this 6 day of June, 2024.**

SIGNED, SEALED AND DELIVERED In the Presence of:

**SIGNED in Halifax, Nova Scotia, this 6 day of June, 2024.**

**AUTOBUS TRANSCO INC.**

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

Per: Trevor Fury  
Area General Manager

Per: Sandra Mullen  
President, NSGEU

Per: Ainslie MacAdam  
Location Manager

Per: Dustin Rioux  
Lead Negotiator

Per: Linda Oakey  
Bargaining Committee

Per: Janet Brine  
Bargaining Committee

Per: Roxanne Petrossie  
Bargaining Committee

Per: Ted Haight  
Bargaining Committee

**MEMORANDUM OF UNDERSTANDING  
BETWEEN:  
STOCK TRANSPORTATION LTD. (o/a National Passenger Services (Canada))  
and  
THE NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION  
July 1, 2023 – June 30, 2026**

**RE: Retroactivity**

The parties agree that retroactivity will be as per this Memorandum of Agreement and will apply as follow:

1. Retroactivity will only apply to Employees who were employed as of March 27<sup>th</sup>, 2024.
2. Retroactivity will apply from March 27<sup>th</sup>, 2024, back to September 1<sup>st</sup>, 2023.
3. Retroactivity will only apply to wages.

**SIGNED in Halifax, Nova Scotia, this 6 day of June, 2024.**

**AUTOBUS TRANSCO INC.**

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

Per: Ainslie MacAdam  
Chief Operating Officer

Per: Sandra Mullen  
President, NSGEU

Per: Trevor Fury  
Regional Manager

Per: Dustin Rioux  
Lead Negotiator

Per: Linda Oakey  
Bargaining Committee

Per: Janet Brine  
Bargaining Committee

Per: Roxanne Petrossie  
Bargaining Committee

Per: Ted Haight  
Bargaining Committee

**MEMORANDUM OF AGREEMENT  
BETWEEN:  
AUTOBUS TRANSCO INC.  
and  
THE NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

**RE Payment for Truth and Reconciliation Day**

The Employer agrees to retroactively pay any employee employed in 2023 for the Truth and Reconciliation Day. The Employer will pay employees within 30 calendar days from the signing of this agreement. The Employer will notify the Union when Employees receive payment.

**SIGNED in Halifax, Nova Scotia, this 6 day of June, 2024.**

**AUTOBUS TRANSCO INC.**

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

Per: Ainslie MacAdam  
Chief Operating Officer

Per: Sandra Mullen  
President, NSGEU

Per: Trevor Fury  
Regional Manager

Per: Dustin Rioux  
Lead Negotiator

Per: Linda Oakey  
Bargaining Committee

Per: Janet Brine  
Bargaining Committee

Per: Roxanne Petrossie  
Bargaining Committee

Per: Ted Haight  
Bargaining Committee