

# **COLLECTIVE AGREEMENT**

*Between:*

**GRAY LINE OF VICTORIA LTD.**

*And:*

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW – CANADA), LOCAL 114**



**April 1, 2010 – March 31, 2013**

## GRAY LINE COLLECTIVE AGREEMENT

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## SECTION I – GENERAL

### ARTICLE G1 – TERM OF COLLECTIVE AGREEMENT

- G1.01** This agreement supersedes all previous agreements and/or arrangements entered into between the Employer and the Union and their predecessors.
- G1.02** However, previous agreements, understandings, or practices, either written or implied and established between the Employer and the Union and their predecessors which are not specifically stated in this Agreement, shall be identified, then be accepted, amended or deleted by mutual agreement within three (3) months after the signing of this Agreement or they shall be null and void. In the event there is a conflict between any issues in this regard and an item in the Collective Agreement, then this Collective Agreement shall prevail.
- G1.03** This agreement shall be binding on both parties hereto for the period commencing April 1, 2010 and ending March 31, 2013 inclusive.
- G1.04** Either party may give written notice of its written intention to commence negotiations for a revision of this agreement and such notice shall be made and given in accordance with Part 1, *Canada Labour Code*.
- G1.05** This Agreement shall remain in effect until either a lawful strike or lockout occurs or until a new Agreement is concluded and put into effect.
- G1.06** Subject to the ratification of the membership, the Parties may from time to time and by mutual agreement, interpret, amend or add to the terms of this Agreement.

### ARTICLE G2 – UNION RECOGNITION

- G2.01** The Employer recognizes the certified Union as described in the certification issued by the Canadian Industrial Relations Board, dated July 1999, as representing the employees of the Company in accordance with the provisions of the *Canada Labour Code*.
- G2.02** All employees who are now members or who may hereafter become members of the Union shall remain members in good standing, as a condition precedent to continued employment with the Company.
- G2.03** Each new employee shall, at time of hire, apply for membership in the Union. If accepted, they shall become, and continue to be, members of the Union in good standing, as a condition of employment.
- G2.04** The Union shall notify the Employer in writing, when it is determined by the Union, that an employee has failed to maintain their membership in good standing in the Union. The Employer agrees to suspend or discharge the employees ten (10) days after receipt of such notification. If within the ten (10) day period the Union notifies

the Employer that the employee is again a member in good standing the original notification shall be considered to be null and void and the employee shall not be suspended or discharged.

- G2.05** The Employer agrees to deduct from each of such employees pay the amount of any Union dues and general assessments, as specified on the duly signed authorization cards, and/or a letter from the Union that indicates a change in the amount of dues or general assessments, and remit same to the Union, subject to the provisions of the *Canada Labour Code*.
- G2.06** The Employer shall remit the dues and general assessments to the Union according to the employee's classification at the time the said monthly deductions are being made.
- G2.07** The Union shall notify the Employer in writing not less than two (2) weeks in advance of any change in the scale of uniform current monthly dues or general assessments to be deducted.
- G2.08** The Union shall provide the Employer with authorization cards providing for deductions of Union dues from members before deduction of such dues commence.
- G2.09** The Employer shall have the dues authorization forms signed at the time of hire.
- G2.10** The Employer shall not discriminate against any employees because of their membership in the Union.
- G2.11** Management, and other employees outside the Bargaining Unit, shall not perform Bargaining Unit work when a Bargaining unit member is available. When performing such work they shall do so only until a member becomes available. (The intent of this clause is not to replace employees and shall be used only in emergency situations. Every effort shall be made by the Employer to cover work by creating or extending shifts to provide for adequate staff to cover the work.)
- G2.12** An employee shall not be penalized for refusing to cross a legal picket line, as established by law or mutually agreed to by the Parties.

**G2.13 New Classifications**

It is agreed that job classifications, duties and wage rates not specifically set out in this Agreement shall be included in the Agreement by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure and refer the issue to arbitration for a binding decision on wage rates and working conditions.

**G2.14 Bargaining Unit Information**

On April 1 and November 1 of each year, or upon additional request by the Union, the Employer shall supply the Local Union with a complete and current list of all employees, including their names, addresses, telephone numbers, email addresses, and wage rates. Additional requests for information lists will not be unreasonably made or denied.

**G2.15 Union Bulletin Boards**

The Employer will provide bulletin boards for the exclusive use of the Union at the following locations – Glanford depot drivers' room, Glanford depot shop lunch room, Glanford office, ticket agents' office and at any new location where employees gather. The use of the Union bulletin boards is limited to the accredited Union Representatives.

**G2.16 Printing of Collective Agreements**

Each employee will be provided with a booklet-sized copy of the Collective Agreement which will be printed in a Union printing shop at Employer expense to a maximum of one thousand dollars (\$1000.00). Sufficient copies will be printed so as to supply all current employees and anticipated employee turnover. Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration.

**ARTICLE G3 – UNION ACTIVITIES**

**G3.01 Recognition of Union Representatives**

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, Shop Stewards. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances, representing employees in disciplinary procedures, and disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize duly appointed or elected Shop Stewards and the Unit Chair provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving routine grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked. Stewards requested to attend a meeting on their days off shall be paid at the applicable Collective Agreement rates.
- (d) Shop Stewards and other Union officials will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be unreasonably withheld.
- (e) The Employer shall introduce new employees to their Shop Steward. If there is a training class, the Unit Chair or designate shall be afforded an opportunity to speak on the CAW structure and on the Collective Agreement. The time allocated for this purpose shall be fifteen (15) minutes.

- (f) The Shop Steward shall not be discriminated against or disciplined for the performance of their duties on behalf of the Union.
  - (g) The Employer shall recognize representatives from the Local and National Union in discussing all matters related to the Bargaining Unit.
- G3.02**
- (a) Employees representing the Union shall be granted short term leaves of absence of twenty-two (22) working days or less, in order to carry out their Union duties.
  - (b) Such leaves of absence shall be granted, insofar as the regular operations of their department shall permit, and the application shall be given precedence over any other leave of absence application received on the same day.
- G3.03** Members of the Negotiating Committee who are not performing their regular duties, but who are meeting with the Company and being paid by the Union, shall have such time classified as "in service" time for the purposes of calculating eligibility for Statutory Holiday pay.
- G3.04** Employees acting as full time officers or representatives of the Union or their parent organization, on a leave of absence beyond twenty-two (22) working days, shall be entitled to retain their membership in all existing welfare plans, in accordance with the terms and conditions of the plans, subject to the Union paying the full cost of the premium of each plan on the employee's and Employer's behalf.
- G3.05** Employees who are acting as full time officers or representatives of the Union or their parent organization shall be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence, employees shall return to a job level equivalent to that which they previously held immediately prior to working for the Union, with the accrued seniority.
- G3.06** The Employer shall have the right of selection to fill vacancies due to Union leaves of ten (10) months duration or less. Otherwise, the vacancy shall be filled by the applicable posting rules. Experience gained by selection to the temporary positions shall not be considered in selection of a successful applicant to the posting.
- G3.07** No employee shall lose section seniority rights as a result of transfers to fill vacancies which result from these Union leaves.
- G3.08** On April 1 of each calendar year, the Company shall a lump sum of \$1050.00 into the Bargaining Unit's Paid Education Leave fund.
- G3.09 Union-Management Liaison Committee**
- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards at least once every three (3) months, to promote the cooperative resolution of workplace issues, to review problems that may arise concerning the



application and operation of the Collective Agreement, and to discuss other operational issues.

- (b) A total of (3) Shop Stewards or other employee representatives as selected by the Union will be permitted to attend such meetings and these Committee members will be paid by the Employer for all time spent in such meetings at applicable rates and expenses for traveling to and from the meetings. It is agreed that the Union staff representative will attend these meetings from time to time.
- (c) The time and location of such meetings will be scheduled to have the least impact on the business and by mutual agreement and the employee will be paid for all time spent in attendance at such meetings at applicable rates. In the event that an employee loses the opportunity to select or work on a shift as a result of attendance at such meetings, the employee will be reimbursed for the longest shift they would have been entitled to work based upon their seniority at applicable rates.
- (d) Minutes shall be kept as a record of the matters discussed during these meetings and will be posted for the information of the membership.

#### **ARTICLE G4 – GRIEVANCE AND ARBITRATION PROCEDURES**

- G4.01** All grievances or disputes shall be settled finally and conclusively by the grievance Procedure described in this Agreement without interference with or a stoppage of work.
- G4.02** A 'grievance' means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable or if any employee is treated unjustly.
- G4.03** The Company shall maintain the normal base wages of the following employees during their normal scheduled hours of work when one (1) or more of the following conditions are met:
  - (a) One (1) employee Union Representative from the depot where a hearing is being held at Step 1 or 2 of the grievance procedure;
  - (b) One (1) employee Union Representative when specifically asked to attend by the Employer;
  - (c) The grievor(s) who attend any hearing at Step 1 or 2 of the grievance procedure;
  - (d) An employee Union Representative conducting Union activities after permission has been granted by the Employer.

The Employer shall pay the grievor's normal base wages and expenses when the hearing is held in other than the grievor's home depot, unless otherwise agreed to by the Parties.

- G4.04** Union Representatives shall be recognized in discussing any grievance or complaint of an employee.
- G4.05** In relation to Grievance Procedure time limits, working day shall mean "Monday - Friday and exclude Saturdays, Sundays and Statutory Holidays".
- G4.06** Time limits specified in the different stages of these grievance procedures may be amended by mutual agreement between the Parties.

#### **Individual Grievance Procedure**

(a) **Step 1**

If an employee and/or a Union Representative has a grievance or complaint, it shall first be taken up verbally with the designated manager within fifteen (15) working days from the time the employee and/or Union Representative became aware of the grievance, subject to leaves of absences, sickness, vacation, etc. The Employer shall have the presence of a Union Representative during any discussion of a grievance or complaint. The designated manager shall give the Union a decision within five (5) working days of hearing the grievance or complaint.

(b) **Step 2**

If the grievance is not settled in Step 1, it shall be reduced to writing. It shall state the specific nature of the grievance or complaint and the requested adjustment. A meeting shall be scheduled between the Union and a designated Committee of Management within ten (10) working days from receipt of the appeal of the grievance or complaint. That Committee shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union Representative within five (5) working days after such a meeting. If the grievance or complaint is not settled at this step, it may be appealed by the Union to Arbitration, or any other procedure provided in the *Canada Labour Code*. The process of "Mediation/Arbitration" shall be used if both Parties agree.

#### **G4.07 Policy and Group Grievances**

- (a) When the settlement of a grievance has a "general application" and shall affect employees covered by more than one (1) section of this Agreement, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted, in writing, to a designated Committee of Management.
- (b) The designated Committee of Management and Union Representatives shall meet within ten (10) working days of the receipt of the grievance. The designated Committee of Management shall reply to the grievance

within fifteen (15) working days of the hearing. If it is not settled at this stage, then the grievance may be advanced to Arbitration by the Union or any other procedure provided in the *Canada Labour Code*. The process of "Mediation/Arbitration" shall be used if both Parties agree.

**G4.08 Suspension or Dismissal Grievance Procedure**

- (a) The Union shall be notified as soon as possible when an employee(s) is suspended or dismissed.
- (b) If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall notify the Company within three (3) working days of the Company's decision. Upon receipt of such notice, a meeting shall be convened within four (4) working days with the appropriate Manager, or designate, to review the dismissal or suspension. Within two (2) working days of the review meeting, the Company shall give the Union its written decision in the matter.
- (c) If, after the review, it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay or benefits.
- (d) If, after the review, a decision by the Company is not considered just and equitable by the Union, notice to appeal to arbitration shall be given within ten (10) working days from the date of the decision. The process of Mediation/Arbitration shall be used if both Parties agree.

**G4.09** Any grievance or complaint which has been answered in Steps 1 or 2 shall be considered settled on the basis of the last answer given unless appealed to the next Step, mediation/Arbitration or Arbitration. The time limits for submitting a written appeal, shall be ten (10) working days after Step 1; fifteen (15) working days after Step 2; and twenty (20) working days after a policy grievance is answered by the designated committee of Management.

**G4.10 Arbitration** - It is the intent of the Parties to this Agreement to use a single Arbitrator as a means of resolving disputes that are not settled in the Grievance Procedure and where the Parties cannot mutually agree on the use of "Mediation/Arbitration" under 12 below.

**G4.11 Single Arbitrator** - In the event that a grievance is to be adjudicated by a single Arbitrator, the Parties to this Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall proceed as soon as practical and the Arbitrator's decision shall be final and binding upon the Parties and the employee affected by it.

**ARTICLE G5 – HIRING AND PROBATION**

**G5.01 Internal Hiring First**

Before new employees are hired, work to be covered by the proposed hiring shall be offered to current Bargaining Unit employees in accordance with the applicable posting and recall rules. Any remaining demand for employees shall be filled by hiring new employees who shall be subject to all terms and conditions of the Agreement.

**G5.02** Employees wishing to be considered for temporary or part time assignments shall put their request in writing.

**G5.03** All new employees shall initially be on probation.

**G5.04 Length of Probationary Period**

The probationary period for all new employees shall be ninety (90) calendar days from the first paid day of employment (includes any training periods).

**G5.05** The Employer may terminate a probationary employee's service for unsatisfactory performance.

**G5.06** Payment of a higher wage rate to an employee on probation may be permitted by mutual agreement between the Parties in order to recognize related experience. Such agreement shall not be unreasonably withheld.

**ARTICLE G6 – JOB POSTINGS**

**G6.01 Job Postings Defined**

The principle of job postings is to allow current employees to change their classification and/or section by applying for an internal opening.

**G6.02** A position shall be posted when one (1) or more of the following occurs:

- (a) the departure of a regular employee, who has held a full-time position, due to an event such as full retirement, resignation, transfer, dismissal or death;
- (b) a leave of absence, pursuant to Articles G3.04 and G3.05, which is expected to be of a duration greater than twelve (12) months;
- (c) an expansion of the Employer's operations which creates a new full-time position.
- (d) Where a full time employee, holding a permanent position, is absent from work on WCB or LTD, for 365 consecutive days, the employees position

shall be considered vacated and shall be posted. Thereafter, should the employee return to work, they shall assume their regular position.

**G6.03 Posting on All Bulletin Boards**

The position shall be posted on all Company bulletin boards in the Glanford depot drivers room, the Glanford depot shop lunch room, Glanford office, Ticket Agents office and at any new location where employees gather within seven (7) working days of confirmation of the vacancy. The Company shall make its best efforts to email all employees who have supplied the Employer with their email address within (7) working days of the vacancy. The Local Representative and Unit Chair shall be given a copy of all job postings upon posting.

**G6.04 Information Required on Postings**

The posting shall specify pertinent applicable information about the position, such as classifications, function, location, requirements, qualifications, special conditions, closing date, etc.

**G6.05 Posting Time Frames**

The posting shall remain on all bulletin boards as set out in article G6.03 for seven (7) working days and applications shall be returned to the hiring manager within twenty-four (24) hours of the closing of the posting.

**G6.06** A late application shall be considered for a posted position provided the employee was absent from work due to sickness or vacations or approved leave of absence or away from their home depot on Company business during the period the job was posted, and provided the application is received before any selected applicant is notified.

**G6.07** The successful applicant shall be notified within five (5) working days after the close of posting. Effective date will be discussed with the Union.

**G6.08** These time limits may be altered by mutual agreement between the Parties.

**G6.09 Waiving of Postings**

The Employer recognizes that there may be circumstances where it is appropriate to give preference in filling vacant positions to employees, who, because of health reasons cannot perform their own duties. Such employees may be placed in a vacant position, in preference to new employees exercising a right to transfer, providing they can successfully demonstrate their ability to perform the work satisfactorily within a brief period of familiarization. Therefore, job postings may be waived by mutual agreement for this reason and other reasons, in writing, between the Parties.

**G6.10 Selection for Positions**

In the event that two (2) or more internal applicants meet the necessary qualifications as set out in the job posting notice, the applicant with the greater length of service, first within the classification, second within the section and finally within the Employer shall be selected for the position.

**G6.11 Starting Date in New Position**

When an employee covered has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible. Notwithstanding the above, if, after four (4) weeks from the date of notification, the employee has not moved to their new job because of a delay ascribable to the Employer, they shall be paid as if they were in the new position. The commencement date for length of service progression shall be the date from which the higher rate of pay is received.

**G6.12 Promotion and Transfer Trial Period**

- (a) Any employee who is selected to fill a posted job posting or transfer appointment by the Employer shall be on a trial period for up to sixty (60) calendar days to demonstrate that they can satisfy the requirements of the work performance criteria for the job.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that they do not want to continue in the job, then the employee will be returned to their former job. In such cases, the Employer shall have the right to require all employees who changed job positions, to move back into their job positions and wage rates, which they occupied prior to the posting with no loss of seniority.

**ARTICLE G7 – SENIORITY**

**G7.01** The Employer recognizes the principle of seniority as applied to the employees covered by this Agreement.

**G7.02** Company seniority shall be established as of the date of hire. When more than one (1) employee is hired in the same section on the same day, Company seniority shall be as of the date and hour of hire. Any other provisions for seniority shall be defined in the applicable sections.

**G7.03** Employees who temporarily work in a different classification shall retain all rights in their regular classification.

**G7.04** Each employee who transfers between sections of this Agreement to a full time position in another Union classification, shall retain section seniority rights in their prior position for ninety (90) days, but shall stop accumulating and exercising said

rights after the ninety (90) days. This period may be extended by mutual agreement between the Parties.

- G7.05** An employee who transfers as outlined in G7.04 above, shall retain Company seniority for past service credits only.
- G7.06** Each employee who transfers to a position within the Company that is not covered by this Agreement shall have their seniority rights protected for ninety (90) days from the date of transfer, upon payment of three (3) months dues to the Union. The said ninety (90) day period may be extended by mutual agreement between the Parties. No more than one (1) leave of ninety (90) calendar days may be granted in any one (1) year period under this clause.
- G7.07** Pursuant to .4 and .6 above, if any employee returns to their previously held position within the ninety (90) day, or mutually extended, period then all adversely affected employees shall be reinstated in the positions they held prior to the transfer.
- G7.08** An employee who has transferred as per G7.04 and G7.06 above, but is unable to satisfactorily perform the work, or is laid off due to work load changes, may, by mutual agreement between the Parties, be reinstated in a previously held Union classification and shall be credited with any section seniority accumulated up to the date of transfer from said classification. Any employee who returns to their previously held Union classification shall relinquish seniority accumulated in the vacated classification.
- G7.09** The Employer shall provide the Union with seniority lists, twice per annum, January 1st and July 1<sup>st</sup> or upon request.
- G7.10** Protests in regard to seniority status of an employee shall be submitted in writing to the Union within sixty (60) days from the date seniority lists are posted. If proof of error is presented by an employee, such error shall be corrected by mutual agreement between the Parties and the agreed upon seniority date shall thereafter be final.

## **ARTICLE G8 – BENEFIT PLANS**

- G8.01** (a) Any new Office, Maintenance or Paint & Body Shop employee shall receive four percent (4%) of their gross earnings, in lieu of all benefits and entitlements (except statutory holidays) until they have worked one hundred and twenty (120) days and then shall receive ten percent (10%) of their gross straight-time earnings in lieu of all benefits and entitlements until participating in the Health Plan.

Effective January 1, 2008, after completion of one hundred and twenty (120) working days, such employees shall receive a percentage of pay in lieu of health benefits, vacations and statutory holiday days in lieu until participating in the Health Plan as defined in this article.

1 year of service	10%
4 years of service	12%
9 years of service	14%
20 years of service	16%

- (b) Each employee who has worked one hundred and thirty-two (132) days in a calendar year shall thereafter be eligible to choose to participate in both the Pension Plan and the cost-shared Health Plan.

- G8.02** (a) Any new Driving employee shall receive four percent (4%) of their gross earnings, in lieu of all benefits and entitlements (except statutory holidays), until they have worked one hundred and twenty (120) days. (Such working days include days spent on WCB, LTD, Weekly Indemnity, Maternity and Parental Leave, Bereavement, Vacation, Statutory Holidays, Jury Duty Leave and, Paid Union Leave). After completion of one hundred and twenty (120) working days, such employees shall receive ten percent (10%) in lieu of benefits and entitlements until participating in the Health Plan.

Effective January 1, 2008, after completion of one hundred and twenty (120) working days, such employees shall receive a percentage of pay in lieu of health benefits, vacations and statutory holiday days in lieu until participating in the Health Plan as defined in this article.

1 year of service	10%
4 years of service	12%
9 years of service	14%
20 years of service	16%

- (b) Each Driver who worked one hundred and eighty (180) days or more in a calendar year shall thereafter be eligible to either (a) receive the payment in lieu of benefits referenced above or, (b) participate in the Health Plan. Participation in the Health Plan is subject to an employee maintaining a minimum of one hundred and eighty (180) days of work per calendar year, at the cost sharing rate established in Article G8.13 of this section.
- (c) Drivers on layoff, who have worked one hundred and eighty (180) days in the previous calendar year and who are recalled to work in accordance with Section III Article D7.09, shall be eligible for cost sharing benefits in accordance with Section I, Article G8.13 for the duration of their recall.
- (d) Drivers who worked two hundred and forty (240) days or more in the calendar year shall be eligible for year round cost sharing benefit coverage in the following calendar year.

- G8.03** (a) Employees being paid a percentage in lieu of benefits and entitlements shall receive payment with their regular pay.
- (b) Employees must re-qualify for benefits each year, based on the days worked in the previous calendar year.



## Health Plan

- G8.04** Medical insurance shall be provided according to the terms and conditions in the Medical Services Plan of B.C. (MSP). For each employee who becomes ill or injured while working outside of British Columbia, the Employer shall pay medical expenses which are in excess of all of the medical coverage's the employee may have.
- G8.05** For the Extended Health benefits, there shall be a twenty-five dollar (\$25.00) deductible and the Plan shall pay eighty percent (80%) of eligible costs, but up to a per person maximum of:
- (a) eight-hundred dollars (\$800.00) per year for prescription drugs per family member per year.
  - (b) two hundred dollars (\$200.00) per two (2) years for prescription eyewear.
- G8.06** The Dental benefits shall include:
- Plan A** (80% co-insurance with an annual maximum of 1,500.00);
  - Plan B** (50% co-insurance with an annual maximum of \$2,000.00);
  - Plan C** (50% co-insurance with a lifetime maximum benefit of \$1,500.00 per person enrolled in this Plan). Effective April 1, 2000 the maximum lifetime benefit increases to two thousand two hundred and fifty dollars (\$2,250.00).
- G8.07** Group Life Insurance benefit shall be \$60,000 with Accidental Death and Dismemberment Indemnity.
- G8.08** A regular employee holding a full-time position shall be entitled to three (3) days pay each year for absences due to sickness. A maximum of one (1) sick day may be banked for use in the following year, but cannot be carried over into a second year. The first day of each absence due to sickness shall not be paid. Up to three (3) banked statutory holidays may be used for unpaid sick days. Drivers that are on cost shared benefits under the two hundred and forty (240) day clause are only eligible for sick days when they would have been able to hold work in their seniority on the first day as well as subsequent days that they have used for their sick days.
- G8.09** Weekly Indemnity shall be provided as follows:
- (a) Seventy-five percent (75%) of basic earnings in effect at the time of illness shall be paid on the 4th and subsequent days of absence due to illness.
  - (b) Seventy-five percent (75%) of basic earnings in effect at the time of injury shall be paid on the first day of absence due to off the job injury. The parties agree to use the yearly average for any member whose last day worked is not representative of their average earnings in the previous twelve (12) months. The calculation will be the previous twelve (12)

months earnings divided by 240 days divided by the base rate in effect. This average shall not exceed eight (8) hours per day.

- (c) This shall continue for one hundred and eighty (180) calendar days after which employees shall revert to LTD.
- (d) The Employer shall continue to pay their portion of the Health Plan premiums while an employee is in receipt of weekly Indemnity.

**G8.10** The LTD benefit shall be fifty percent (50%) of normal earnings based on the last full day of work, upon completion of one hundred and eighty (180) consecutive days of absence through sickness or off the job accident. In the case of a recurring illness that had been covered by LTD within the previous thirty (30) days, LTD benefits would then commence on the first day of illness.

**G8.11** Employees receiving LTD benefits shall be responsible for one hundred percent (100%) of the premiums for MSP, Dental and Extended Health benefits.

**G8.12** Upon termination, the Employer shall provide one (1) week's severance pay for each year of service to regular employees who held a full-time position and who have become health cases to the extent that they may not continue on in their jobs, but who are not in receipt of LTD or Workers' Compensation benefits. This benefit commences April 1, 1984.

**G8.13** The Employer shall pay seventy-five percent (75%) of the premium costs and the employee twenty-five percent (25%) when an employee who is on the Plan has been recalled to a position of twenty-two (22) working days or more.

**G8.14** An employee participating in the Health Plan shall:

- (a) have the applicable percentage as set out in articles G8.01 or G8.02 reinstated during layoff, but shall forfeit the or applicable percentage as set out in articles G8.01 or G8.02 upon recall to a position of twenty-two (22) working days or more;
- (b) Employees who achieve a full time position or drivers who work two hundred and forty (240) days or more in the previous calendar year shall not be entitled to the or applicable percentage as set out in articles G8.01 or G8.02 in lieu of benefits.
- (c) Employees subject to layoff, who are enrolled in the health plan, shall pay their anticipated premiums in advance for one (1) years benefits, to be paid over the months May through October. Anticipated premiums include:
  - 100% of premiums during the period of layoff.
  - 25% of premiums during the period of employment,

- (i) In the event that such employee's employment is terminated they shall be paid out all surplus prepaid benefit premiums.
- (ii) Upon recall any surplus/deficiency in the prepaid premium shall be paid/collected in the next payroll period.
- (iii) Remain on the Plan during periods of semi-retirement by paying one hundred percent (100%) of the premiums during those periods, or by choosing to have regular pay cheque deductions made while holding a position, in order to cover the anticipated premiums.

**G8.15** An employee who opts off the Health Plan may be reinstated on the Plan, but only by mutual agreement between the Parties.

**G8.16** Benefit payback owed to the Employer will be a maximum of 33 1/3% per pay cheque.

**G8.17** Employees on Weekly Indemnity, LTD or WCB will be required to contact Management and advise their status every six (6) weeks, unless otherwise advised. Employees are required to make arrangements to pay their premium portion while on the above referenced leaves. Any benefit premium payments made by a means other than through payroll deductions must be made no later than the first business day of the month, for the upcoming two (2) months period. Benefit premium payments in arrears of ninety (90) days may result in the employee being removed from the benefit plans, provided that the Company has sent notification of the same by registered mail.

**G8.18** The Employer shall have the right to request a medical certificate from an employee who has been off sick for five (5) days or more.

**G8.19** (a) The Health Plan shall be provided through the Employer's chosen carrier and the Employer shall provide the Union with copies of the Health Plan documents for all of the benefit plans. The Plan documents in effect at the date of the ratification of the current Collective Agreement shall be signed by both Parties to attest to their authenticity. It is understood that the documents will not provide confidential costing information or other information not related to eligibility or provision of benefits.

(b) The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement unless the same are beyond the control of the Employer, except by negotiation and the mutual agreement between the Union and the Employer. In the event the Company decides to change benefit carriers, the Company will (1) notify the Union within a reasonable time period prior to the change; and (2) agree that any change in carriers will not reduce the current level of benefits, eligibility requirements or benefit limitations. Further, any violations in the rules in the Plan documents are grievable.

(c) In situations where the carrier has not determined the status of a weekly indemnity claim and more than three (3) weeks have passed since the

date the claim was filed, the Company agrees to bridge said weekly indemnity claim for a period of one (1) month, at the applicable weekly indemnity rate stipulated in Section I Article G8.09. Thereafter, extension of bridging will be determined on a case by case basis. All vacation and banked overtime must be used prior to any bridging by the Company.

## **ARTICLE G9 – RRSP PLAN**

### **G9.01 Union Established RRSP Plan**

- (a) An employee may contribute any amount up to the Revenue Canada limitations to the Union established RRSP Plan after completing their probationary period. The Company shall contribute a matching amount to the employee's contribution, as per the following:
- (b) Effective April 1, 2001, up to 2% of Gross normal earnings to a maximum of eighty (80) hours per pay period.

### **G9.02 As per the RRSP Plan established by the Union the following rules apply:**

- (a) the Employer's contribution shall be restricted until the employee retires or leaves the Company.
- (b) The employee's contribution shall not be restricted; the employee has the right to withdraw their contributed amounts at any time.
- (c) There will be two (2) dates to change contribution amounts - May 1st and October 1st each year.
- (d) The Employer will deposit money deducted from an employee's pay cheque into the employee's RRSP account in the next pay period.

## **ARTICLE G10 – ANNUAL VACATIONS**

**G10.01** Annual Vacations shall be signed by each employee in accordance with the terms and conditions established in the applicable sections of this agreement. Vacation sign-up sheets for each classification shall be available for signing by September 1 and completed by October 15 of the year proceeding the year in which the vacation shall be taken. If an employee has not been signed within forty-eight (48) hours of being given the sheet, the right to sign shall pass to the next employee. The employee may sign at any time after the list has been passed, but shall not have the option of signing time taken by the other employees the list has been passed to. Annual vacations shall be granted to employees consistent with the efficient operation of the service. Employees shall be granted their vacations at a time convenient to the Employer with the understanding that every endeavour shall be made to arrange the vacation periods at a time satisfactory to the employees.

- G10.02** An employee is not entitled to take any vacation until having completed six (6) months' continuous service.
- G10.03** An employee is not entitled to take any vacation in the year of hire.
- G10.04** Each new employee shall be entitled to a vacation with pay in the year in which they complete their first year of service. Vacation shall be one-twelfth (1/12) of ten (10) days for each full month of service during the calendar year of hire, calculated to the nearest full day.
- G10.05** All vacation blocks shall commence on the first or eighth day of a pay period unless mutually agreed to between the supervisor and the employee.
- G10.06** Holidays may be taken one (1) or more days at a time at the discretion of the Employer.
- G10.07** Except as outlined in .8 below, each employee who banks vacation pay and signs for vacation entitlement shall receive one (1) day's pay for each day of vacation, where said pay shall be equal to the employee's wage rate in effect at the time the vacation is taken multiplied by the daily maximum straight hours of their classification (to a maximum of eight (8) hours).
- G10.08** Each employee in .7 above who does not average the daily maximum straight time hours of their classification shall have their average daily hours used in the calculation in .7 above, where average daily hours shall be equal to the number of hours worked each day (not exceeding eight (8) hours daily) divided by the number of days worked (not exceeding five (5) days weekly).
- G10.09** Each employee on the Health Plan who does not hold a full-time position or is not on the two hundred and forty (240) day cost shared benefits, shall receive vacation pay at the applicable percentage rate.
- G10.10** Each employee on the Health Plan who holds a full-time position shall bank vacation pay, but, if they are terminated or laid off, they shall receive pay in lieu of any outstanding vacation earned in the previous calendar year plus pay for vacation earned in the current year to the date of termination, where said pay shall be equal to their gross earnings multiplied by the percentage corresponding to their years of service. Years of service and corresponding percentage rates are shown in columns 1 and 3 respectively in "G"10.15 below.
- G10.11** Employees who transfer to another location and/or classification with a different vacation sign-up shall, whenever possible, retain their previous vacation schedule. In the event the employee's vacation has to be rescheduled, it shall be done at a time mutually agreeable to the Employer and the employee.
- G10.12** Any employee who is scheduled to commence annual vacation and becomes sick or is away sick on their last working day before their vacation commences may have the vacation deferred and rescheduled at a time mutually agreed to between the Employer and the employee provided that they produce a Company medical form and return to work form duly completed by a medical practitioner and that the request for the deferment is mutually satisfactory to the Employer and the Union.

- G10.13** Any employee who actually commences vacation and then becomes ill or injured, may have that portion of their vacation deferred providing the reason is substantiated in the same manner as stated in the preceding paragraph. Any employee requesting a vacation deferment shall do so within seventy-two (72) hours of returning to work. (The intent of this clause is to reschedule vacations, or part thereof, when the employee's vacation has been considerably disrupted, i.e. hospitalization, bed-ridden, etc.)
- G10.14** Any vacation deferred shall be rescheduled at a time mutually agreeable to the employee and the Employer and the employee shall be given a minimum of two (2) weeks' notice once the rescheduling has been determined. The employee may waive this notice period.
- G10.15** Vacation entitlements are based on a calendar year system. Regular employees described in .7 and .8 above, who have completed the number of years of service shown under column one (1) in any year, shall be entitled to the corresponding number of days of annual vacation with pay shown in column two (2) to be taken during that year and subsequent years. (Refer to Past Service Credits provision of this Agreement). Definition: "year" or "years" shall mean the number of year(s) plus one (1) day.

(1)	(2)	(3)
1 year of service	10 days of vacation	4%
4 years of service	15 days of vacation	6%
9 years of service	20 days of vacation	8%
20 years of service	25 days of vacation	10%

#### **ARTICLE G11 – STATUTORY HOLIDAY**

**G11.01** For the purposes of this Agreement the following shall be acknowledged as "Statutory Holidays":

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	B.C. Day
Labour Day	

or days in lieu of these listed holidays and any other additional public holiday gazetted, declared or proclaimed by the Government of Canada or by the Government of the Province of British Columbia.

- G11.02** An employee shall be eligible to bank statutory holiday pay providing that they are:
- (a) holding a position of twenty-two (22) working days or more, or has successfully attained full time year round benefits, and who works either the working day before or the working day after the statutory holiday, or
  - (b) in the first year only of a Workers' Compensation absence.
- G11.03** Employees entitled to statutory holidays and who either do not normally work them, or who are scheduled to work on a statutory holiday but elect not to, shall receive straight time pay of a normal day's earnings in the pay period in which a statutory holiday is taken and shall not bank it.
- G11.04** An employee entitled to statutory holidays and who does not normally work them, but who does work a statutory holiday, shall, at some later date, be given equivalent time off with pay up to the employee's number of normal daily hours.
- G11.05** Any employee entitled to statutory holiday pay, shall be paid one and one-half (1 1/2) times their normal rate for such work within normal scheduled hours. Any work performed outside of the employee's normal hours of work shall be paid at the applicable overtime rates.
- G11.06** In accordance with the rules established in their home depot and in their classification, employees who hold a full-time position and bank statutory holidays, shall be given equivalent time off with pay the following year.
- G11.07** When statutory holidays are banked, an employee shall not receive any statutory holiday pay in the pay period in which the statutory holiday actually occurs. The statutory holiday pay shall be paid at the time the banked statutory holiday is taken, or when the employee is laid off, and shall be paid at the pay rate in effect when the statutory holiday was earned.
- G11.08** Employees eligible to bank their statutory holidays shall have an additional day off with pay when a statutory holiday falls within their annual vacation period.
- G11.09** An employee shall not be eligible for statutory holiday pay when a statutory holiday falls during any of the following periods of absence:
- (a) paid bereavement leave;
  - (b) absence due to sickness or non-occupational injury;
  - (c) approved leave of absence;
  - (d) any absence without Employer approval;
  - (e) when banked hours are drawn.
- G11.10** In no instance shall an employee receive, for the same day, both statutory holiday pay and bereavement pay or payments under the Health Plan. Statutory holiday pay

shall be restricted to the employee's base rate for their normal number of daily hours and in no instance be more than eight (8) hours.

## **ARTICLE G12 – MATERNITY AND PARENTAL LEAVE**

### **G12.01 Maternity Leave**

A pregnant employee shall qualify for maternity leave upon completion of her probation or six (6) months of continuous service, whichever is sooner.

- (a) Upon request, the employee shall be granted leave of absence for a period of seventeen (17) weeks. An extension shall be granted if recommended by the employee's physician.
- (b) The employee shall notify the Employer at least three (3) weeks in advance of the date on which she intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally scheduled to commence her leave. On the recommendation of her physician she may commence her leave immediately. Employee shall notify the Employer of their expected date of return to regular employment at least two (2) weeks prior to the return date. This shall be extended on the recommendation of the employee's physician.
- (c) Illness arising due to pregnancy during employment and prior to leave of absence shall be covered by the benefit plans the same as any other illness.

### **G12.02 Parental Leave**

As per the *Canada Labour Code*, an employee having completed six (6) consecutive months of continuous service with the Company or upon completion of probation (whichever comes first) shall, upon written request be granted a Parental Leave of Absence for a period of thirty-five (35) weeks beginning on the day on which the child is born or the day on which the child comes into the employee's care. Where both parents are employees of the Company, a thirty-five (35) week maximum aggregate Parental Leave may be taken. This aggregate leave cannot be taken simultaneously.

### **G12.03 Adoption Leave**

Upon written request and having completed probation or six (6) months of continuous service with the Company or upon completion of probation (whichever comes first), whichever is sooner, an employee shall be granted leave of absence without pay for up to thirty-five (35) weeks within a fifty-two (52) week period, beginning on the day on which the child comes into the employee's care. The employee shall have to furnish proof of adoption. Where both parents are



employees of the Company, thirty-five (35) week maximum aggregate leave may be taken. This aggregate leave cannot be taken simultaneously.

**G12.04 General**

- (a) Employees wishing to take a leave under G12.2 or G12.3 must notify the Employer in writing at least three (3) weeks in advance of the date the leave is to commence. Such notice shall include the duration of the leave. The employee shall give at least four (4) weeks notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given. Employees shall give at least two (2) weeks written confirmation of their expected date of return to work.
- (b) When an employee on leave fails to notify the Employer of her desire to return to work in accordance with the preceding paragraph, or when the employee fails to return to work after giving notice, the employee shall receive one (1) memo to return to work within forty-eight (48) hours. After the forty-eight (48) hours, if she still is absent without leave, the Employer shall assume that she has resigned.
- (c) The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability and shall pay the Employer's share of these of these premiums.
- (d) Any employee who returns to work after the expiration of a leave of absence granted under this Article shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave and shall accumulate all benefits under this Collective Agreement.

**ARTICLE G13 – SPECIAL LEAVES**

**G13.01 Bereavement Leave**

In the event of a death in the employee's immediate family, the Employer may grant a leave of absence with pay up to three (3) days in length. Bereavement leave shall be granted only upon application by the employees and only for such time that the employee would normally have worked.

In addition, any employee who is notified of the death while they are working, shall be excused with pay for the balance of the working shift, wherever possible, and such time shall not be charged against the three (3) days of leave. "Immediate Family" shall be limited to include spouse, son, daughter, step-child, step-sibling, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, grandchild or adopted child.

**G13.02 Jury Duty**

The Employer shall pay any employee who is absent and who has been subpoenaed to serve on a Jury, provided however, all sums received by way of payment for Jury Duty, shall be payable to the Employer. No employee shall receive both their regular applicable base earning and Jury Duty pay. It is agreed that employees shall make themselves available for work when not required to be in attendance as Jurors. Each employee has a responsibility to substantiate each day of attendance as a Juror. Employees who miss their days off because of Jury Duty shall, upon request, receive consecutive days off within five (5) days of returning to work. Drivers not required for Jury Duty when called shall report to work spare board and be assigned a finish time in accordance with the hours they could have signed, to a maximum of eight (8) hours.

**G13.03 Subpoenaed Witness**

Employees subpoenaed to a hearing, as a witness to an event while on duty, shall be compensated by the Employer on the basis of the same principles established under the heading Jury Duty.

**G13.04 Licence Suspension**

An employee who is required to hold a valid drivers licence in order to perform their job shall, by mutual agreement between the parties, be granted one (1) leave of absence to cover a licence suspension. If the same employee has another suspension within a three (3) year period, they may or may not be granted another leave of absence and this shall be at the discretion of the Employer.

**G13.05** Sickness shall be considered a legitimate reason for absence from work, provided the Employer is notified. Abuse of this clause may result in disciplinary action.

**ARTICLE G14 – PERSONAL LEAVES**

**G14.01** Employees covered by this Agreement shall be granted a leave of absence without pay upon written application to their immediate supervisor when such leave does not exceed fourteen (14) days and does not affect the efficient operation of the Company.

**G14.02** All applications for longer period of time shall be submitted to a Union Representative. Leave of absence beyond fourteen (14) days shall be approved by both the Union and the appropriate Company Manager.

**G14.03** Three (3) months leave of absence may be granted, if desired, after one (1) year's service insofar as the proper operation of the Company shall permit. This leave may be extended by mutual agreement. Leave granted for business of the Union shall not be included in the foregoing.

**G14.04** No leaves of absence shall be granted for the purposes of entering other occupations except with the written approval of the Company and the Union.

**G14.05** An employee who obtains a leave of absence under false pretences shall be subject to disciplinary procedures.

**G14.06 Compassionate Care Leave**

- (a) In accordance with federal statutes, the Company shall grant employees Compassionate Care Leave of up to eight (8) weeks to care for gravely ill family members who have a significant risk of death within twenty-six (26) weeks.
- (b) A "family member", in relation to an employee, means
  - (i) a spouse or common-law partner of the employee;
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent; and
  - (iv) any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition "family member" in subsection 23.1(1) of the *Employment Insurance Act*.

**G14.07 Family Responsibility Leave**

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.
- (b) An "immediate family member" shall be as set out in the *Canada Labour Code*.

**ARTICLE G15 – OVERTIME**

**G15.01** "Base Rate" shall mean the applicable straight time hourly rate of pay as specified in the appropriate wage schedule, exclusive of overtime, premiums and allowances.

**G15.02** "Overtime" shall mean any work performed outside of an employee's normal scheduled hours of work.

**G15.03** Notwithstanding Article D4.09, Section III, all employees shall be available for overtime work on a voluntary basis. The Union may reach agreement with the Employer on limits to the amount of overtime that can be worked by individuals.

**G15.04** There shall be no compounding of overtime payments or any other premium payments.

### **ARTICLE G16 – BANKED HOURS**

**G16.01** Employees may elect to bank hours paid at overtime rates (including the premium portion of “Stat” Overtime Pay).

**G16.02** A list shall be posted in each department during the months of March and September, for employees to make their election, which will become effective at the start of the first pay period of the following month.

**G16.03** Unless mutually agreed between the employee and the Company, banked hours shall not be drawn during the summer season, except that at any time of the year, they may be used to delay a lay-off. Otherwise, they shall be drawn at time mutually agreed to between the employee and immediate supervisor. Such agreement shall not be unreasonably withheld.

**G16.04** Banked hours shall be drawn out as paid days off, at employees applicable base rate.

**G16.05** Regular payroll deductions in effect at the time the hours are drawn shall be deducted.

#### **G16.06 Pay Out of Banked Hours**

All banked hours shall be paid out either in the pay period ending before June 30<sup>th</sup>, unless otherwise requested in writing by the employee to be paid out in the pay period ending before September 30<sup>th</sup>. Employees will notify the Company by March 1<sup>st</sup> of each calendar year if they choose the June 30<sup>th</sup> or September 30<sup>th</sup> payout date. Employees who fail to notify the Company by March 1 will be automatically paid out on June 30<sup>th</sup>. Banked hours must be paid out within twelve (12) calendar months of being earned if they are not taken as paid time off. This clause shall not affect the current practise with respect to taking banked hours.

**G16.07** Bank time is the employee’s responsibility to monitor. Appeals will only be considered for time bank transactions that have occurred eight (8) weeks or less from the time of the appeal.

#### **G16.08 Banking Charter Hours**

Hours worked beyond nine (9) on a charter may be banked at the applicable rate the hours would have been paid at.

**ARTICLE G17 – SEMI-RETIREMENT**

- G17.01** Employees with a minimum of twenty (20) years seniority, and who either hold a full-time position or have reached fifty-five (55) years of age, may semi-retire before the age of sixty-five (65) years. They shall return to work for the entire summer season, May 1st to October 15th inclusive, or may apply for a leave of absence.
- G17.02** During the summer season, semi-retirees shall be subject to all provisions of this Agreement. For the purpose of changing their home depot only, they may sign postings at any time of the year.
- G17.03** Semi-retirees shall be credited with one (1) year's additional seniority for each summer season they return to work.
- G17.04** A semi-retiree may, on one (1) occasion only, return to employment and in the depot retired from or obtained through a posting. Should these provisions be amended or deleted in the future, those who have chosen to semi-retire shall be protected under the above until they have reached the age of sixty-five (65) years.
- G17.05** When there are no employees available, a semi-retiree may continue working after October 15, but shall leave employment when employees become available.
- G17.06** By mutual agreement between the Parties, semi-retirees may be offered part-time work to cover extraordinary circumstances.

**ARTICLE G18 – OTHER EMPLOYMENT**

- G18.01** An employee of the Company is deemed to have resigned his/her employment when he/she refuses to accept work when such refusal is based on commitments made to another business that is in conflict with the business of the Employer.

**ARTICLE G19 – PAST SERVICE CREDITS**

- G19.01** All regular employees entering or re-entering service shall be given credit for all previous service with the Company or for previous service in any of the operations taken over by the Company or any of its predecessors, providing there is not a break in service of more than three (3) years.
- G19.02** All regular employees shall be given credit for the purposes of vacation entitlement and leaves of absence providing such service credits were established on April 1, 1984, for all previous periods of service with B.C. Hydro, Pacific Stage Lines, Vancouver Island Coach Lines, Pacific Coach Lines, or any of their predecessor companies or operations.
- G19.03** "In-Service" shall mean the period of time a regular employee is working for the Employer and shall include working days, days off, sick leave, statutory holidays and authorized leaves of absence and does not include any period of lay-off.

**G19.04** In no event are past-services credits to be construed to mean seniority.

### **ARTICLE G20 – TRAINING**

**G20.01** When any outside training is instigated by the Employer, expenses as may be approved shall be reimbursed to any employee.

### **ARTICLE G21 – TECHNOLOGICAL CHANGE OR NEW PROCEDURES**

**G21.01** The Parties hereto agree to co-operate so that the Employer can take full advantage of improved technology. In return, the Employer shall train or familiarize employees to become proficient with any new technology or equipment introduced into their workplace. Failure of the employee to achieve proficiency in a reasonable time frame shall result in the employee's displacement and relocation as per .4 below.

**G21.02** The Employer shall notify the Union six (6) months or as soon as practicable, in advance of an intent to introduce new technology which shall affect a number of employees covered by this Agreement.

**G21.03** After receipt of such notice the Parties shall meet to decide on the best treatment of employees who may be affected. Failing agreement, either party may refer the matter to the Grievance and Arbitration Procedures.

**G21.04** It is agreed that any employee who is displaced due to technological changes or new procedures shall be given the opportunity to transfer to a current vacant position subject to the employee meeting the selection criteria established for the position, or exercise seniority in accordance with the lay-off provisions in their section of this Agreement.

**G21.05** The Employer shall provide one (1) week's severance pay for each year of service to regular employees who become redundant due to the above. The Employer shall train wherever practicable such employees for other positions covered by this Agreement. Except for tradesmen, the severance pay policy shall not be applicable where employees decline training. Severance pay does not apply in cases of lay-off due to shortage of work in the system.

### **ARTICLE G22 – HEALTH AND SAFETY**

#### **G22.01 Safety**

The Employer agrees to provide a safe and healthy workplace and to provide proper training and education on the safe use of all equipment and safety practices. The Employer agrees to comply with all applicable legislation and regulations in effect April 1, 2004.

It is the intent of the Parties to conduct a safe operation. To this end, the Employer agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or for the protection of employees from safety hazards in the performance of their work.

- G22.02** In addition to the Employer representatives on the Gray Line Safety Committee, there shall be three (3) Union members with the Chief Shop Steward as an ex-officio, non-voting member who may attend meetings. This Committee shall function as per Part 2, *Canada Labour Code* and Occupational Health and Safety regulations, and the wages and expenses of the Union members shall be paid by the Employer.
- G22.03** No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Any employee who does not work due to such circumstances shall not suffer a loss of pay.
- G22.04** A monthly inspection shall be carried out in each depot and department by the applicable Safety Representative on paid Company time prior to the monthly meeting. A minimum of one (1) hour paid time will be paid to the committee in preparation for the monthly meeting. The Health and Safety Representative or his/her designate shall participate in all accident investigations.
- G22.05** The Committee shall have access and promptly receive copies of all reports, records and documents in the Company's possession pertaining to Health and Safety.
- G22.06** The Company agrees to provide clean and sanitary washroom facilities for the exclusive use of Gray Line employees.
- G22.07** The Company agrees to provide all necessary protective equipment, clothing and prescription safety eyewear.
- G22.08** An employee who is injured during working hours at the Employers premises and who is required to leave for treatment shall be provided with ground transportation to the nearest medical facility and shall be paid their regular rate of pay for the remainder of their scheduled shift, provided they are unable to return to work.
- G22.09** The Company agrees to pay for the lost time and travel expenses for the Union Safety Committee to attend a mutually agreed upon Safety course (maximum two (2) days) for courses held at locations not further away than Victoria. The Union agrees to pay for the lost time and travel expenses of employees who attend safety courses, which are held at locations further distant than Victoria. Lost time will be paid to a maximum of eight (8) hours per day and only for the days of attendance at the course.
- G22.10** As it relates to the Health and Safety of its employees, the Company shall promptly supply the results of environmental monitoring it conducts or air quality tests, or the results of any monitoring by any governmental agency, shall be supplied to the Committee and the Union and posted in a conspicuous place in the applicable department.

**G22.11 Violence in the Workplace**

Should an employee become the victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence.
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) The article does not limit Management's ability to discipline employees.

**G22.12 Protective Footwear Allowance**

- (a) Effective April 1, 2007, the Employer will pay a protective boot allowance for certified safety boots or shoes to a maximum of one hundred dollars (\$100.00) per year to all employees working in the Maintenance and Paint / Body Shop Sections.
- (b) Employees must produce a receipt for immediate reimbursement of the cost of the boots or shoes or wait until June 1 of each year to be automatically paid out the yearly allowance.
- (c) Employees must wear the safety boots or shoes while at work to be eligible for this payment.

**ARTICLE G23 – HUMAN RIGHTS AND HARASSMENT**

**G23.01 Discrimination/Harassment Prohibited**

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, race ancestry, national origin, political beliefs, religion, age, marital status, family status, sex "including sexual harassment and pregnancy", sexual orientation, physical or mental disabilities, criminal or summary convictions is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

**G23.02 Definition of Harassment**

The definition of harassment is behaviour which denies the employee their dignity and respect or, is abusive or demeaning, or unwanted, unwelcome, unsolicited sexually oriented behaviour including:

- Touching which is expressed to be inappropriate and unwanted.
- Suggestive remarks or other verbal abuse with a sexual connotation



- Demands for sexual favours
- Bullying

### **G23.03 Complaint Procedure**

- (a) Any complaint involving allegations of harassment may be reported in confidence directly to the General Manager, Human Resources and/or the Union. All complaints will be investigated jointly, promptly, thoroughly and in a manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.
- (b) The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

### **G23.04 Right of Arbitration**

An Arbitrator of Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (a) dismiss the complaint or grievance;
- (b) determine the appropriate redress regarding the complaint or grievance

In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

**G23.05** Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external avenues.

## **ARTICLE G24 – DISCIPLINE AND DISCHARGE OF EMPLOYEES**

### **G24.01 Discipline for Just and Reasonable Cause**

Employees who have completed probation shall only be disciplined, suspended or discharged for just and reasonable cause. All disciplinary action will be in writing. A copy of each disciplinary notation will be given to the Unit Chair and faxed and/or emailed to the Local Representative at the time of discipline.

**G24.02 Union Representation at Investigative and Disciplinary Meetings**

- (a) If in the course of a normal interview evidence is adduced that would lead the Supervisor or Manager to contemplate discipline, suspension or discharge, or removal from any piece of work, the interview shall be adjourned and an investigative hearing shall be arranged at another mutually agreed date and time with a Shop Steward present. The employee(s) shall have the right to produce witness(es) and evidence at the investigative meeting.
- (b) When an employee is called to a meeting where any form of discipline is reasonably contemplated, the employee will be informed forty-eight (48) hours before the interview and will be advised and permitted to have his/her Shop Steward present. The meeting will not commence if an employee desires that a Shop Steward be present.
- (c) When the Company schedules an "investigative hearing" into an incident or issue where removal from any piece of work, suspension or dismissal would be reasonably contemplated, the Union shall be advised of the incident or issue involved and that a suspension or dismissal is intended. Such notice shall be given to the Union and employee(s) not less than forty-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled. The employee(s) shall have the right to produce witness(es) and evidence thereat.
- (d) Attendees at the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.

**G24.03 Removal of Discipline**

Each disciplinary action, letter or notation shall be removed from an employee's file after twenty-four (24) calendar months following the date of the imposition of discipline.

**G24.04 Time Limit for Imposition of Discipline**

Employees will be advised if the Company is considering discipline within ten (10) days of the Employer becoming aware of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void. A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held not longer than twenty-one (21) calendar days from the time of notification of pending discipline. Extensions to this time limit may be mutually agreed between the parties.

**ARTICLE G25 – MISCELLANEOUS**

**G25.01 Personnel Files** - An employee may request, through their Supervisor, to examine their own personnel file and shall be allowed to do so under supervision. A Shop Steward may accompany the employee at the employee's request.

- G25.02** **Disciplinary Notations** - An employee shall be advised of any disciplinary notation being entered into their personnel file.
- G25.03** The Union agrees that all employees shall be governed by the rules and regulations established from time to time by the Employer and shall also strictly observe all special orders bulletined or verbally conveyed by the Employer unless such orders are contrary to law or to the provisions of this Agreement.
- G25.04** In cases where "Company" policy and procedure instructions refer to provisions covered in this Agreement, such policies and procedure instructions shall be forwarded to the Union prior to implementation.
- G25.05** (a) Employees shall be paid on a bi-weekly basis.
- (b) When pay claims are disallowed by an employee's Supervisors, they shall be returned to the employee with an explanation as to the reason for denial. Rejected pay claims will carry the signatures of the Supervisors rejecting same. When claims for pay are rejected by the payroll office, they shall be returned to the employee with an explanation as to the reason for denial.
- G25.06** **Passes** - Passes good on Island Coach Lines routes shall be issued to all employees and their dependants, retired employees and those on long-term disability. Use of this Pass is subject conditions thereon. Passes for retired employees shall be made available on request.
- G25.07** The Employer shall advise the Union in writing of all employee hirings, transfers, lay-offs, promotions and terminations within five (5) working days of occurrence.
- G25.08** **Joint Committees** - Various joint committees shall be established from time to time as required to maintain good relations between the Employer and the Union.
- G25.09** As long as the Company has drivers and suitable equipment, no work shall be contracted out.
- G25.10** Any contracting out of work shall be given to Union Companies provided they have suitable equipment, competitive rates and proper licensing.
- G25.11** The employee shall be responsible for all cash overages and shortages, except when following the instructions of a supervisor or designate. Float checks shall be done with the employee or a Shop Steward present.
- G25.12** Except for areas that may be agreed to by the Parties as designated smoking areas, all employee and waiting room locations shall be considered "No Smoking Areas". Drivers shall not smoke while loading or unloading coaches or at any time while driving a coach with passengers on board.
- G25.13** For the purposes of identification only, at the signing of this Agreement, depots shall be Victoria.

**G25.14 Premium Pay in Lieu of Benefits After 65**

All employees who do not retire and continue to work past their sixty-fifth (65<sup>th</sup>) birthday shall move from the benefit plan, if enrolled, to the applicable premium payment in lieu of benefits based upon their years of service as set out in articles G8.01 and G8.02.

**G25.15 Maintenance of Valid Licence**

Employees working in the Maintenance and Paint/Body sections of the Agreement who are required to maintain a valid motor vehicle driver's licence applicable to the type of equipment that they may be required to drive shall have the cost of renewing the licence paid for by the Employer.

**G25.16 Medical Examinations for Licences**

All employees required to complete a medical examination to maintain a licence specified under G25.15 shall be reimbursed for the cost of the medical examination up to one hundred and twenty dollars (\$120.00).

**G25.17 Group Terminations**

The Company is committed to following all applicable provisions of the *Canada Labour Code* and related legislation in the event of a partial or complete closure or restructuring of the workforce. It is expressly understood and agreed that all provisions outlined in sections 211 to 226 of the *Canada Labour Code* not included in this Article are hereby deemed to be incorporated into the Collective Agreement.

In addition to the minimum requirements outlined in the applicable legislation the Parties have agreed to the following provisions:

Should the employer terminate, either simultaneously or within any period not exceeding four (4) weeks the employment of a group of fifty (50) or more employees, or of such lesser number of employees as prescribed by regulations applicable to the Employer made under paragraph 227(b) of the *Canada Labour Code*, the Employer shall, in addition to any notice required to be given under section 230 of the *Canada Labour Code*, give notice to the Minister, in writing, of its intention to so terminate at least sixteen (16) weeks before the date of termination of the employment of the employee in the group whose employment is first to be terminated. The Union shall also receive a copy of this notice at the same time it is delivered to the Minister.

**Joint Planning Committee**

In the event the Employer is required to give notice pursuant to this article, the Employer shall forthwith thereafter establish a Joint Planning Committee consisting of a minimum of two (2) members elected by the Union with an equal number of Employer representatives. It is the object of the Joint Planning Committee to develop an adjustment program to eliminate the necessity for the termination of employment: or minimize the impact of the termination of employment on the redundant employees and to assist those employees in obtaining other employment.

The members of the Joint Planning Committee shall elect from among themselves two (2) Co-Chairpersons, one (1) being a representative of the redundant employees selected by the Union and the other being a representative of the Employer selected by its representatives.

Each Member of the Joint Planning Committee is entitled to be paid for the hours they spend performing their necessary work at applicable rates. The Committee will be entitled to continue its work for up to six (6) calendar months following the date of notice as outlined in this article. The Employer agrees to approach applicable government agencies to seek additional funds to assist the Joint Planning Committee.

The Joint Planning Committee shall establish an Action Centre after identifying an appropriate mutually agreed site and the Company shall pay for this site and help equip the Centre.

The Company will provide eight (8) hours of paid time for terminated employees prior to their final date of work to attend classes on adjustment issues (EI, benefits, job market, training, etc.) to be organized by the Union. Workers will each have one (1) hour pre-layoff needs assessment/counselling on paid release time.

#### **Group Termination Notice**

In the event that the Employer serves notice pursuant to this article, each terminated employee who has completed probation shall be entitled to sixteen (16) weeks of notice. At the conclusion of the sixteen (16) week notice period, non-probationary employees will receive severance pay as outlined in Article 25.19.

#### **G25.18 Individual Terminations**

In the event the Employer serves notice of termination or redundancy of an employee pursuant to section 230 of the *Canada Labour Code*, or otherwise deems an employee terminated or redundant except for just cause, each terminated or redundant employee who has completed probation shall be entitled to severance pay as outlined in Article 25.19.

#### **G25.19 Severance Pay**

Non-probationary employees will receive one (1) week pay for each year of service (calculated at forty (40) hours of straight time pay per week at the base rate plus applicable vacation and premium payments in lieu of benefits). Employees terminated under the Individual Termination Provisions (Article 25.18) will also receive an additional two (2) weeks of pay (calculated at forty (40) hours of straight time pay per week at the base rate plus applicable vacation and premium payments in lieu of benefits).

Severance pay will be paid to the employee as a continuance each two (2) weeks in conjunction with the Company's regular payroll cycle commencing on the first day following the conclusion of the sixteen (16) week period (or on the next payroll if the severance arises under Article G25.18).

Any gross earnings the employee receives resulting from obtaining alternate employment during their severance period must be reported to the Company on a bi-weekly basis. If the employee earns a greater amount per week than the minimum severance payment as set out in section 235 of *Canada Labour Code* (e.g. two (2) days pay per year of service), the amount earned in each week above two (2) days per week of service will be deducted from the employee's bi-weekly severance payment. The Company will provide an Earnings Reporting Form for the employee to complete and fax to the Company bi-weekly as required.

Employees on the benefit plan will not receive the premium pay in lieu of benefits; however, the Employer will retain these employees on the extended health and dental portions of the benefit plan and pay the applicable premiums for these benefits plus Medical Services Plan (MSP) premiums based on the number of weeks outlined in each employee's severance package.

Employees wishing to direct any of their severance payments into an RRSP plan without source deduction as per Revenue Canada Guidelines must contact the Company with the required information.

## **SECTION II – OFFICE & CLERICAL EMPLOYEES**

The terms and conditions specified in this section shall pertain to:

Sightseeing Sales Agent, Mobile-2, Lead hand Dispatcher, Dispatcher, Street Dispatcher

The terms and conditions specified in this section shall pertain to the above classifications and any other classifications as specifically agreed to with the Union. The provisions of this section shall prevail in the event of a conflict with the general provisions of this Agreement.

### **ARTICLE 01 – WORK CATEGORIES**

**01.01** There shall be three (3) categories of work:

- (a) **Full-time:** a position performed for more than ten (10) continuous months.
- (b) **Part-time:** work in a classification which normally entails a maximum of thirty (30) hours per week.
- (c) **Temporary:** a position performed for less than ten (10) continuous months.

**01.02** When the Parties mutually agree that positions of consecutive temporary work of one (1) or more classifications may be combined to create a full time position, the position shall be deemed a vacancy and posted. Notwithstanding the aforementioned, employees who work in mixed classifications shall be paid the applicable classification rates of pay for the days worked in the classifications.

### **ARTICLE 02 – EMPLOYEE CATEGORIES**

**02.01** Categories of employees shall be as follows:

**02.02 Regular:** an employee who has satisfactorily completed probation and who has attained a full time position.

**02.03 Casual:** an employee who has satisfactorily completed probation, who has not attained a full time position and who may perform either part time or temporary work.

**ARTICLE O3 – SALARY ADMINISTRATION**

- O3.01** An employee who is requested to temporarily perform work of one (1) day or more which is paid at a higher wage shall receive the rate of pay for the work for the hours worked.
- O3.02** Each employee who is requested to temporarily perform work which is paid at a lower wage rate shall maintain the wage rate of their classification.
- O3.03** An employee who performs work covered by another section of this Agreement shall be paid at the wage rate applicable to the classification worked.
- O3.04** Notwithstanding Articles “O” 3.01 and “O” 3.02 above, an employee covered by any section of this Agreement who performs work covered by this section shall be paid at the wage rate applicable to the classification worked.

**ARTICLE O4 – SENIORITY**

- O4.01** There shall be one (1) seniority list for employees covered by this section.
- O4.02** Prior credit for seniority for the purpose of this section shall be as per the seniority list dated April 1, 1984.
- O4.03** Seniority for regular employees in this section of the Agreement shall be established at the time the employee successfully obtains a full time position.
- O4.04** Regular employees shall be credited with any previously accumulated seniority if:
- (a) the employee has been laid off and later recalled under the provisions of this section;
  - (b) they transfer to a position covered by another section of this Agreement and subsequently return within a period of ninety (90) days to a classification covered by this Section, providing continuous membership has been maintained in the Union.
- O4.05** An approved leave of absence shall not constitute a break in seniority, for the purposes of this section, provided continuous membership in the Union is maintained.
- O4.06** The seniority of casual employees relative to each other shall be their date of hire and they shall be junior to regular employees on the seniority list.
- O4.07** When an employee transfers to a new position, the following rules shall govern:
- Any time during the first ninety (90) days, any employee who enters a new position shall have the right to return to their former position without loss of seniority.



**ARTICLE 05 – JOB POSTINGS AND SELECTION**

- 05.01** Vacant full time positions shall be posted and filled by applicants from this section provided they fulfill the criteria of the position. If the position is not filled in this manner, then applicants from other sections shall be considered.
- 05.02** Selections to posted vacancies shall be made on the basis of ability, qualifications, experience and seniority in that order. If any employee who is junior is selected, their ability to perform the vacant job shall be significantly and demonstrably higher than senior candidates. Ability shall include consideration of the employee's performance in the employee's present job.
- 05.03** In addition to Article 04 above, where selection is being made to any dispatcher classification, or to a position with supervisory or work leader responsibilities, primary consideration shall be given to personal qualities such as leadership, reliability, judgement, ability to organize and instruct, and an understanding and/or display of the practice of good human relations. Only those possessing these characteristics shall be considered.
- 05.04** When obtaining a full time position, a casual employee shall be given service credits equal to the total number of days worked as a casual.

**ARTICLE 06 – HOURS OF WORK**

- 06.01** Each regular employee shall have two (2) consecutive days off in seven (7) days.
- 06.02** Each casual employee shall have at least four (4) days off in a pay period.
- 06.03** Employees assigned to a spare shift, or relieving on other shifts, or when their locations or work assignments are changed shall be assigned days off according to work circumstances within the Company. However, they shall have four (4) days off in a pay period.
- 06.04** Casual employees who do not work five (5) days per week shall not normally be assigned regular days off.
- 06.05** Normal working hours of regular employees shall be defined as the daily hours of the classification, which shall be eight (8) hours for Dispatchers; a minimum of five (5) hours to a maximum of eight (8) hours for Sightseeing Sales Agents; and seven and one half (7 1/2) hours for all other classifications.
- 06.06** Casual employees may be scheduled to work a minimum of five (5) hours on any given day and may have their hours extended to the full daily hours of the classification, but the offer to extend shall be made in the following order:
- (a) within the classification;
  - (b) in section seniority to trained employees.

- O6.07** For all Sightseeing Sales Agents, there shall be two (2) unpaid rest periods of not less than fifteen (15) minutes each when no lunch period is scheduled. When a lunch period is scheduled, these Agents shall have two (2) paid rest periods of not less than fifteen (15) minutes each. For all other employees there shall be two (2) rest periods consisting of not less than ten (10) minutes each.
- O6.08** Wherever possible, for shifts which include a meal period, rest periods shall be taken one (1) before and one (1) after the meal period and the time between the meal and rest period shall not exceed three (3) hours.
- O6.09** All work for Sightseeing Sales Agents shall be blocked to allow for the maximum number of eight (8) hour shifts, and work not signed in eight (8) hour shifts shall be blocked in the longest shifts possible, to a minimum of five (5) hours.
- O6.10** The hours of work provisions shall not restrict the Employer from creating shifts of ten (10) hours duration with three (3) days off, should work situations warrant. Such shifts will have an additional fifteen (15) minute rest period. This will not apply to general accounting positions.
- O6.11 Flex Time**
- (a) The parties agree to implement a flex time schedule, wherein employees in approved classifications may work hours in excess of their normal daily hours for a fixed number of days, in order to receive a paid day off work at a later date.
  - (b) Flex time may be made available to employees, at the discretion of Management.
  - (c) Where employees request a flex time schedule, and implementation of a flex schedule is operationally feasible, Management and the employee(s) will work together to create a flex time schedule.
  - (d) Hours of work beyond the normal daily hours of work for the employee's classification will be banked. Such hours will be used at a later date as a paid day off, and shall be scheduled to be taken within a month following the month in which the hours were earned. The dates of the paid days off shall be part of the scheduling process referenced in Article O6.11 (c).
  - (e) The provisions of Section I, Article 15 shall not apply to this article. For clarity, overtime shall not be paid where hours of work are extended past the normal working hours for that classification as a result of working a flex time schedule.

**ARTICLE 07 – SHIFT WORKERS & SIGN UPS**

- 07.01** Shift workers shall have periodic work sign-ups to establish their shifts and days off. Periods of the sign up shall be established at each depot by classification.
- 07.02** Shift sign ups shall be by seniority. Sign-ups apply to all regular employees, and according to the criteria established by a simple majority of the group concerned and approved by the Employer and the Union. Seniority criteria may only be changed by a two thirds (2/3) majority vote of the group concerned. Seniority lists shall be posted with each sign up.
- 07.03** The shift sign-ups shall be posted in appropriate work locations at least ten (10) days prior to and shall be signed up five (5) days prior to the effective date of the posting.
- 07.04** Shift sign up shall include:
- (a) regular consecutive days off for each shift;
  - (b) start, finish and lunch times;
  - (c) duration of sign up.

Further, sign-ups for Sightseeing Sales Agents shall include:

- (d) a balanced distribution of locations and times. The distribution shall include the Empress desk during the summer season only (May 1 - Oct. 15).
- (e) A copy shall be provided to each Sightseeing Sales Agent.
  - (i) Shift sign-ups for Sightseeing Sales Agents shall be used to select days off only. The Sightseeing Sales Agents holding the full time position is entitled, during the summer season, to select which positions that he/she will work on the schedule, provided that there is a balanced distribution of locations and times. A copy of the schedule shall be provided to each Sightseeing Sales Agent.
  - (ii) Sightseeing Sales Agents who indicate their unavailability for shifts and hours prior to layoffs in September shall, on a one time basis only, be permitted to have shifts covered by other Sightseeing Sales Agents in order to return to school. Such shift coverage will be with the approval of Management and will allow the employee to retain their seniority. The number of Agents approved to make such changes shall be based on the availability of existing staff in September.

## **ARTICLE 08 – MEAL PERIODS AND ALLOWANCES**

- 08.01** All employees who work more than five (5) hours in a day shall be given a (1/2) hour or a one (1) hour unpaid meal interval, or an additional one half (1/2) or one (1) hour payment at the applicable straight time rate shall be made in lieu thereof. The past practice of meal intervals in each depot shall continue unless mutually agreed to between the Parties.
- 08.02** Any employee who performs overtime work beyond three (3) hours, shall be paid meal expenses as per Article D15.02 Section III, of this Agreement. When their finish time is before 7:00 p.m. (19:00) they shall be paid for a lunch and when it is 7:00 p.m. (19:00) or after they shall be paid for a dinner.
- 08.03** The Employer shall assign meal intervals that commence between two and one half (2 1/2) hours and five (5) hours from the commencement of the day's work.

## **ARTICLE 09 – OVERTIME**

- 09.01** Overtime shall be defined as hours in excess of the daily maximum hours of the classification.
- 09.02** "Day" for the purpose of calculating overtime shall be a twenty four (24) hour period commencing at the start of the employee's normal shift or in the case of a non scheduled day of work the "day" shall commence when the employee actually commences the work.
- 09.03** Any employee who is required to work overtime on a scheduled day of work shall be paid at the rate of one and one half (1 1/2) times their wage rate during the first hour of overtime and two (2) times that wage rate thereafter.
- 09.04** Any employee required to work overtime on a non scheduled day of work shall be paid at the rate of one and one half (1 1/2) times their wage rate during the day's normal working hours and two (2) times that wage rate thereafter.
- 09.05** Overtime worked on statutory holidays shall be at double time after normal working hours.
- 09.06** Any employee who is scheduled to work on their scheduled day off shall be paid for a minimum of five (5) hours at overtime rates.
- 09.07** Any employee who is called back to work after their shift is complete shall be paid at overtime rates for a minimum of two (2) hours.
- 09.08** When a shift has to be covered for four (4) hours, or less it shall be offered within the depot and in the following order:
- (a) in classification seniority to employees who can do the work before or after their normal hours that day.

- (b) in section seniority to trained employees who can do the work before or after their normal hours that day.
- (c) in classification seniority to employees on their days off.
- (d) in section seniority to trained employees on their days off.

**O9.09** When a shift has to be covered for more than four (4) hours it shall be offered within the depot and in the following order:

- (a) in seniority to casual employees trained to perform the work and not scheduled to work;
- (b) in classification seniority to employees on their days off;
- (c) in section seniority to trained employees on their days off;
- (d) in classification seniority to employees who can do the work before or after their normal hours that day;
- (e) in section seniority to trained employees who can do the work before or after their normal hours that day.

#### **ARTICLE O10 – LAY OFF AND RECALL**

**O10.01** These layoff and recall provisions shall apply to regular employees, unless otherwise stated.

**O10.02** The Employer shall advise the employee concerned and the Union, in writing with as much advance notice as possible, of any impending layoff.

**O10.03** If an employee is laid off, a senior employee shall not be laid off before a junior employee within a classification, within a depot.

**O10.04** Any regular employee subject to lay off may:

- (a) bump into any position within the Company covered by this section of the Agreement, providing that they have the ability, qualifications and experience to perform the new position and the new position is equal to or lower than the employee's salary range at the time of layoff, or
- (b) bump into a higher salary range by mutual agreement between the Parties, or
- (c) elect to be placed on the recall list, or
- (d) receive severance pay, if applicable, as specified elsewhere in the Collective Agreement.

- O10.05** Any employee who has bumped shall forfeit recall, whereas an employee who elects the recall list shall be on recall to the classification from which they were laid off.
- O10.06** A casual employee subject to lay off over the Christmas rush period, shall be placed on the recall list.
- (a) Sightseeing Sales Agents shall maintain seniority only amongst themselves. When applying for a blanket posting, sightseeing clerks shall be considered, based on their section seniority and their qualifications.
- (b) A casual employee subject to lay-off shall be placed on the recall list.
- O10.07** The Employer shall maintain a recall list for all employees laid off.
- O10.08** Employees on a recall list shall, on the basis of depot seniority, be given consideration for work outside their classification.
- O10.09** In the event that a position is not filled after it was posted, the most senior employee, in classification seniority on the recall list within that depot, shall fill the vacancy or shall be released from the Company.
- O10.10** Any employee who is on the recall list shall not be forced to accept a full time position in a depot other than their home depot.
- O10.11** Any employee who is on the recall list may be requested, in order of depot seniority, to work temporarily in a depot other than their home depot. If accepted, special arrangements and conditions may be agreed to between the Parties.
- O10.12** Temporary work may be offered, in classification seniority in that depot. to employees on recall and the senior employee shall accept the work or shall be released from the Company. If not accepted, then the temporary work may be offered in depot seniority to employees on recall and the senior employee shall accept the work or shall be released from the Company.
- O10.13** Any recalled employee who is working on a temporary assignment at another depot shall not utilize their seniority to bump a regular employee who has a full time position.
- O10.14** Employees on a recall list shall remain there for a period of one (1) year, provided that they reaffirm their availability for work at three (3) month intervals and provide the Employer with their current mailing address and telephone number. The Employer shall send to their last known address a registered letter giving them seven (7) days from the date the letter is received to reply. Any employee not reporting within this period shall be taken off the seniority list. A copy of this letter shall be mailed to the Union. If contact is made other than by letter, the Union shall be notified of the employee's status in writing.
- O10.15** An employee who cannot accept recall, due to illness or injury, shall notify the Employer and the Union and shall produce satisfactory medical reports or be released from the Company.

- O10.16** Employees laid off shall not be entitled to employee benefits, subject to the rules and regulations of the various benefits plans, specified in this Agreement. In the event an employee is laid off and later recalled, the employee's seniority shall be maintained.

#### **ARTICLE O11 – UNIFORMS**

- O11.01** The Parties agree to meet and discuss terms and conditions associated with wearing uniforms.
- O11.02** Employees who deal directly with the public who are required by the Employer to wear uniforms shall have them supplied by the Employer at no cost.
- O11.03** Employees required to wear uniforms which must be dry cleaned shall be reimbursed on presentation of receipts.
- O11.04** Uniforms for Sightseeing Sales Agents shall be supplied and paid for by the Employer. This shall include a winter jacket for all Sightseeing Sales Agents working outside during the winter months.

#### **ARTICLE O12 – MISCELLANEOUS**

- O12.01** Depending upon the requirements of the individual shift, a minimum of twenty (20) minutes and a maximum of sixty (60) minutes shall be allowed within the working hours of a shift for the purpose of balancing the day's business.
- O12.02** The Employer shall pay an employee a premium of sixty (60) cents per hour when assigned to train new employees, provided that all training documents, as mutually agreed to by the Parties, are completed as required by the Employer.
- O12.03** The Employer shall reimburse a regular employee fifty percent (50%) up to a maximum of thirty five dollars (\$35.00) towards the purchase of one (1) pair of approved safety footwear suitable for the work in a particular classification. This reimbursement shall apply to the original purchases or the replacement of safety footwear upon proof of necessity. The allowance shall not apply to the cost of general maintenance of footwear.
- O12.04** Receipts for the above shall be submitted prior to any reimbursement being made.
- O12.05** The Employer shall provide clean facilities for every Sightseeing Sales Agents to turn in cash at the end of each shift.
- O12.06** Whenever possible, a Supervisor shall accompany Sightseeing Sales Agents to the cash-out facilities in the bus depot during the evening shift, for safety purposes.
- O12.07** The Employer shall insure that new employees are given reasonable training to perform their duties.

**RTICLE O13 – WAGE SCHEDULE**

**O13.01 Office Wage Schedule**

<b>Classification</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>	<b>April 1, 2012</b>
Mobile-2	\$14.39	\$14.54	\$14.69
Sightseeing Sales Agent*	\$10.67	\$10.78	\$10.89

\* Sightseeing Sales Agents also receive a commission of 2.25%

\* Sightseeing Sales Agents wage in the winter months is \$12.00

<b>Classification</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>	<b>April 1, 2012</b>
Dispatchers – Leadhand	\$23.23	\$23.46	\$23.70
Dispatcher	\$22.17	\$22.39	\$22.62
Street Dispatcher	\$18.93	\$19.12	\$19.31

**O13.02** A Dispatcher on probation shall be paid eighty five percent (85%) of the applicable base rate.

**O13.03** Leadhand Dispatchers shall be paid ten percent (10%) over the drivers' base rate. Reliefs for the Victoria Leadhand Dispatcher shall be paid the Leadhand rate. Victoria Dispatchers shall be paid five percent (5%) over the drivers' base rate. All other Dispatchers shall be paid forty cents (\$0.40) per hour over the drivers' base rate.

**O13.04** When an employee transfers to a new position they shall receive eighty-five percent (85%) of the new rate for a period of forty-five (45) calendar days. If this amount is less than they are currently earning, they shall receive the top rate of the new position.



## SECTION III – DRIVERS

The terms and conditions specified in this section shall pertain to the classification "Driver" as specifically agreed to with the Union. The provisions of this Section shall prevail in the event of a conflict with the general provisions of this Agreement.

### GLOSSARY

<b>Standby</b>	Hours worked during which a Driver is available for a work assignment and shall include work in a depot.
<b>On duty</b>	Time on pay or under the control and direction of the Employer or its clients, including time on a ferry (except the Hardy Rupert ferry).
<b>Wait time</b>	On duty charter time in excess of sixty (60) minutes, during which a Driver may leave the coach locked and unattended until required by the Employer's clients later that working day.
<b>Off duty</b>	No longer on duty for the remainder of that working day, or on wait time with access to normal sleeping accommodation during a multi day charter.
<b>Overnights</b>	Assignments which require drivers to spend one (1) night away from their home depot.
<b>R hours</b>	Daily hours of work, to a maximum of eight (8) hours. Accumulation reduced by twenty (20) R hours for each day not worked, but to a minimum of zero (0) hours.
<b>S hours</b>	The two (2) hours in excess of eight (8) which occur when a ten (10) hour Island block is worked. Accumulation reduced by eight (8) S hours for each day not worked excluding signed or assigned days off), but to a minimum of zero (0) hours.
<b>Multi day</b>	Charter of three (3) or more days duration.

### ARTICLE D1 – WORK CATEGORIES

**D1.01** There shall be three (3) categories of work:

- (a) **Full time:** a position performed for twelve (12) consecutive months or more.
- (b) **Temporary:** a position that is not full-time
- (c) **Part time:** any work without scheduled days off

**ARTICLE D2 – DRIVER CATEGORIES**

**D2.01** There shall be one (1) category of Driver called regular.

**ARTICLE D3 – SENIORITY**

**D3.01** Drivers' seniority shall be established at the time of employment or as of the hour and day an employee transfers to the Driver's section. Under special circumstances a Driver's seniority may be established prior to the employee actually commencing work as a Driver providing there is mutual agreement between the Parties.

**D3.02** Each Driver granted leave of absence for any period up to ninety (90) days shall have the right to return, if their seniority permits, to the position held by them at the time the leave of absence expires or, by mutual agreement between the Parties\*, at any time prior to the expiration of the leave of absence. If the Driver's seniority does not permit the return to the previously held position, the Driver shall exercise seniority on the spareboard in the depot from which the leave was granted. Prior to commencing the leave, a Driver shall submit a standing proxy for any future work sign ups during the absence.

**D3.03** Each Driver on leave of absence for any reason, for a period of ninety-one (91) days to one (1) year would return to the depot they left, however, if the leave of absence is for a period of more than one (1) year, they may exercise their seniority into any depot.

**ARTICLE D4 – GENERAL CONDITIONS**

**D4.01** Any Driver who sleeps in or does not report for work at their signed time without just cause, shall either work at the bottom of the seniority list on the spareboard for that day or elect to go home without pay. When assigned to work spareboard for the day, they shall receive pay for only the actual time worked with no minimum.

**D4.02** Company drivers shall maintain valid Class 2 Driver's licence with a No. 15 air endorsement, subject to the provisions on Section I, Article G14.04.

**D4.03** All drivers, as a condition of employment and continued employment, shall pass a medical examination, as specified by the British Columbia Motor Vehicle Branch, at the time of hire, and every two (2) years thereafter.

**D4.04** The costs of these medical examinations by a physician of the employee's choosing shall be paid for by the Employer, to a maximum of ninety dollars (\$90.00). Where there is a reasonable doubt as to an employee's health, the Company may request a second opinion by a physician mutually agreed to. The cost of the second opinion will be borne by the Company.

**D4.05** For any Driver who chooses to be examined by their own doctor, the Employer shall not be responsible for any cost associated with such medical examination.

**D4.06** Any Driver on sick leave shall notify the dispatcher by one half (1/2) hour before the close of the spareboard of their intention to return to work the next day.

**D4.07 New Drivers Restricted**

During their first one hundred and twenty (120) working days, new drivers shall be restricted to driving on Vancouver Island; on the mainland no further north than Whistler, B.C., no further east than Hope, B.C., no further south than the Sea Tac Airport; and on mountain roads during the summer season only. At the drivers request, the drivers and/or the Company may mutually agree to waive this requirement. The Unit Chair and the Local Representative will be notified when this requirement has been waived for a specific Driver.

**D4.08** The Employer shall ensure that a Driver is trained to do all the work currently being performed from a depot in which a Driver has a right to work. For sightseeing work that is not a variation of Tour 2A or 1B, the parties may mutually agree to the number of drivers to be trained for the tour. Any Driver shall be eligible to bump into the Victoria depot when they have completed the sightseeing training. Drivers will only be eligible to sign work in which they have completed the sightseeing training. An ineligible Driver may apply for training as outlined in Article D8.08.

**D4.09** Drivers shall ensure that all work is covered provided that the Employer makes every effort to prevent drivers being forced to work overtime.

**D4.10** Notwithstanding Article D4.09 above, drivers may go home at their signed finish time.

**D4.11** Drivers who agree to work their day(s) off for another Driver shall submit a completed application to dispatch in sufficient time so that it may be approved at least twenty four (24) hours prior to the day(s) off to be worked. There shall be only one (1) such approval per Driver per pay period, and, if approved, the following shall apply:

- (a) they may work one (1) or both of their days off;
- (b) they shall not be required to work their days off in return.
- (c) they shall sign for work in the seniority of the Driver being worked for;
- (d) they shall not be eligible to sign work of greater duration than the day(s) off agreed to be worked;
- (e) pay shall be at the wage rate in effect at the time the day off is worked;
- (f) overtime shall be computed on the basis of a regular working day;
- (g) they shall not create a penalty.

**D4.12** Where vacancies are available, individual accommodation shall be provided for each Driver.

**D4.13** It is the intention of the Employer to use Unionized hotels where possible.

#### **ARTICLE D5 – ANNUAL VACATIONS & STATUTORY HOLIDAYS**

**D5.01** The Employer with the cooperation of the Union shall establish rules for signing vacation and statutory holidays. These rules may vary from depot to depot. The vacation and statutory holiday schedule shall be established in weekly blocks.

**D5.02** Earned statutory holidays shall be signed at the same time as the annual vacation sign ups. Those with five (5) weeks or less may split two (2) times. Those with six (6) weeks may split three (3) times. Those with seven (7) weeks or more may split four (4) times.

**D5.03** Each Driver shall sign the holiday board of the depot where they have worked for the majority of the previous twelve (12) months unless otherwise mutually agreed to between the Parties.

**D5.04** When signing holidays, the first period signed shall, for payroll purposes, be considered statutory holidays.

**D5.05** Leaves shall be granted at the beginning or end of holidays to coincide with days off, subject to the provisions of the General Section of this Agreement.

**D5.06** The Employer shall limit the number of drivers who can be off on any statutory holidays. The drivers to be off shall be selected on the basis of seniority within a depot.

**D5.07** The drivers identified in Appendix "A" shall receive full holiday entitlement based on their anniversary date and this number shall be reduced by attrition. All other regular drivers shall be credited holiday entitlement for each month within which they have worked a minimum of ten (10) days.

#### **ARTICLE D6 – BLANKET POSTINGS**

**D6.01** The following four (4) articles refer to the posting of full time positions.

- (a) Drivers interested in any positions that may become available as a result of another Driver obtaining a posted position shall make application at the time of the blanket posting.

- (b) The posted position, and all positions which become vacant as a result of the posting, shall be filled in seniority in the following order:
- By regular Driver's applications;
  - By the senior Driver on recall to the depot where the vacancy exists. Each Driver who does not accept such a recall shall be released from the Company;
  - By consideration of applicants from other sections;
  - By new hiring.
- (c) Any Driver wishing to protest any blanket posting or the confirmation of any blanket posting shall do so in writing and such protest shall be in the hands of the Union within seven (7) days of the date of the selection notice being posted.
- (d) Any Driver who changes their home depot through a blanket posting shall be assigned to the position their seniority entitles them. Days off for all positions posted shall be indicated on the posting and shall remain in effect until a new depot sign up takes place.

#### **ARTICLE D7 – LAY OFF AND RECALL**

- D7.01** These rules shall apply to all drivers.
- D7.02** The Employer shall advise the employee concerned and Union, in writing with as much advance notice as possible, of any impending lay off.
- D7.03** If a Driver is laid off, a senior Driver shall not be laid off prior to a junior Driver within a depot.
- D7.04** Drivers being laid off:
- (a) may bump. They shall be deemed to be holding the new position on a temporary basis. They shall be recalled to a position in their home depot and shall be considered for part time work in their home depot;
  - (b) may defer for a period of thirty (30) days if there are junior drivers available to cover the work; and
  - (c) shall be eligible for recall in their home depot only, during the deferment;
  - (d) may bump, after the deferment expires if, at least seven (7) days prior to the expiry of the deferment, they notify the Employer of the intent to not renew their deferment for another thirty (30) days;
  - (e) shall have their seniority protected during deferments.

- D7.05** Every Driver without a position in their home depot shall be placed on the Driver's recall list and the Employer shall maintain said list.
- D7.06** Any Driver may change their home depot to the depot where they currently hold a position, but only if they have not done so in the previous twelve (12) calendar months. Each Driver shall declare this change to the Union and the Employer in writing, not later than the April 15th following their lay off. This clause shall not preclude the changing of home depot through Blanket Postings.
- D7.07** The Employer shall create a position on the spareboard when at least ten (10) days of at least eight (8) hours per day have occurred and can be expected to continue, or when such work is anticipated.
- D7.08** Recall to a position shall be offered in section seniority. If not accepted by this procedure, then the position shall be offered in depot seniority and the senior Driver shall accept the recall or be released from the Company. If not filled by these procedures, the position shall be re-offered in section seniority and the senior Driver shall accept the position or be released from the Company.
- D7.09** Notwithstanding 08 above, during the summer season, recall to a position of known duration of twenty-two (22) working days or more shall be offered in section seniority and the senior Driver in depot seniority shall accept the recall or be released from the Company.
- D7.10** Recall to part time work (less than ten (10) days) shall be offered in depot seniority and the junior Driver shall accept or be released from the Company. If not covered by this procedure then the work shall be offered in section seniority and the junior Driver shall accept or be released from the Company.
- D7.11**
- (a)
    - (i) Recall to part time work of three (3) consecutive days shall be offered to the most senior employee on lay-off, in order of seniority.
    - (ii) Where no Employee on lay-off is available and willing to perform the work, the most junior Employee on lay-off will be required to accept recall and perform the work.
  - (b) Drivers on the US list recalled to work emergency Clipper Charters shall be subject to a one (1) day recall in their order of seniority.
  - (c) It is the Employee's responsibility to ensure they have provided the Employer with his/her current contact information including address, phone number(s) (including cellular) and email addresses. It is also the Employee's responsibility to stay in contact with the Employer by phone or email where the Employee is on lay-off.
  - (d) It is the Employee's responsibility to inform the Employer of any special occasions where he/she will not be available for work. Special occasions shall be defined as events such as weddings, family birthdays, planned vacations or events held dear to the Employee, etc. The parties agree to administer this provision in a fair and reasonable manner.

- D7.12** Drivers forced to work in other than their home depot shall be guaranteed eight (8) hours pay on any day that they are forced to work less than eight (8) hours.
- D7.13** Any Driver who is covering part time work in other than their home depot shall complete the assignment before being eligible to cover part time work in any other depot.
- D7.14** Any Driver who is not holding a position may apply to the Employer to change their home depot, but only if they have not changed it in the previous twelve (12) consecutive months. The Union shall be notified in writing by the Employer if the change is approved. This clause shall not preclude the changing of home depot through Blanket Postings.
- D7.15** For each Driver who cannot be contacted regarding recall, the Employer shall send to their last known address, a registered letter giving them seven (7) days from the date the letter is received to reply. Drivers not replying within the seven (7) days shall be released from the Company. A copy of the letter shall be mailed to the Union and if contact with drivers is by other than a letter, the Union shall be notified of their status in writing.
- D7.16** Each Driver who is laid off or on deferment shall keep the Employer advised of their current address and telephone number or whereabouts, in order that they may be readily located.
- D7.17** Any Driver who cannot report due to ill health, injury or other reasons shall notify the Employer and the Union and, upon production of satisfactory proof, shall maintain their position on the recall list.
- D7.18** A Driver shall not remain on the recall list beyond one (1) year, except by mutual agreement between the Parties.

#### **ARTICLE D8 – DRIVER TRAINING & INSTRUCTION**

- D8.01** Any employee appointed by the Employer in consultation with the Union, to act as a qualified driving instructor shall receive ten percent (10%) above their regular base rate for the first year with the percentage rate being increased to fifteen percent (15%) thereafter. The percentage increase shall only apply to the actual time the employee is specifically assigned to work as an instructor. The fifteen percent (15%) may be paid prior to the start of the second year if the employee has demonstrated a high level of experience and proven ability in driving instruction.
- D8.02** A Driver, while acting as an instructor, shall not be required to perform a Driver's normal work assignments. However, hours of work and days off may be altered to meet the training requirement needs. Drivers acting as instructors shall not lose any Driver seniority rights and the incumbent's signed position shall be filled whether on a temporary basis or on a job posting on a permanent basis, however, in either case only for the duration of each driving instructor assignment.

- D8.03** Upon mutual agreement between the Parties, any Driver may be assigned refresher training. They shall be paid their current hourly straight time rate of pay. Overtime or premiums shall not be applicable when training or retraining is involved.
- D8.04** A Driver who volunteers to be retrained shall also be paid on the above basis.
- D8.05** The Employer shall pay an employee a premium of fifty (50) cents per hour when assigned to familiarize an employee on a scheduled trip.
- D8.06** Any Driver trainee who chooses to train more than eight (8) hours per day or five (5) days per week shall do so without overtime or day off payment.
- D8.07** After consultation with the Driving Instructor, the Employer may offer trainees the opportunity to perform spareboard work for which they are trained. The trainees shall be paid at the applicable Driver's rate for the work done and shall return to training after completion of the work.
- D8.08** Drivers advised by the Employer that they are subject to layoff, and who wish to be eligible to bump into the Victoria depot, may apply to the Employer, by February 28th, for sightseeing training. The Employer ensures that any such Driver shall complete the sightseeing training program by the following May 31st (see Article D4.08).

#### **ARTICLE D9 – LEGAL COSTS**

- D9.01** When a Driver carries out operating procedures required by the Employer, and as a result is charged with a traffic violation, the Employer shall pay costs involved; i.e. legal costs, loss of pay, and fines.
- D9.02** This shall in no way remove the obligation of a Driver to make every effort to operate in a safe and legal manner.
- D9.03** Each Driver who must appear in court on a Company related matter on their day off shall be paid a minimum of two (2) hours to a maximum of eight (8) hours pay.

#### **ARTICLE D10 – UNIFORMS**

- D10.01** The Employer shall pay the cost of the uniforms. An issue uniform shall consist of two (2) jackets or tunics, two (2) pairs of pants, winter jackets, five (5) shirts and two (2) neck ties. Replacement of jackets, tunics and pants shall be every twenty-four (24) months or, on proof of need. Shirts will be provided on proof of need. Issues for drivers other than regular drivers shall be kept to a minimum depending on seasonal requirements.
- D10.02** The Employer shall maintain the present level of quality in uniforms and agrees to discuss in advance with the Driver's Committee any changes in uniform cut, quality, or workmanship.



- D10.03** The Employer shall pay any legitimate cost with regard to damage to uniforms through fair wear and tear in the course of duty.
- D10.04** Each Driver holding a position and issued with a uniform shall receive five dollars and fifty cents (\$5.50) per pay period or shall be reimbursed up to a maximum of nine dollars (\$9.00) upon presentation of receipts for the same period.
- D10.05** Drivers holding part time work shall receive uniform cleaning allowance on the same basis as in Article D10.04 above, however, they shall claim the allowance after completing ten (10) working days by submitting a voucher with dates worked clearly listed on the voucher.
- D10.06** Since drivers are authorized to conduct Company business directly with the public, the Parties agree on the intent that drivers shall at all times preserve a high level of appearance and deportment during working hours. The Parties agree to abide by the regulations governing the wearing of uniforms.
- D10.07** An employee shall report for work neat and clean, wearing full uniform as issued or that part of their uniform that would be governed by seasonal weather conditions. Only mutually agreed headgear shall be worn while on duty.
- D10.08** If the jacket is removed colour coordinated sweaters, vests or dress suspenders may be worn. If gloves are being worn they shall be black, blue or grey to match the uniform.
- D10.09** Short sleeve shirts with open neck (top button only) may be worn during the period May 15th to September 30th when the wearing of neckties, jackets or tunics is optional. During this same period drivers may wear uniform shorts when working on Double Decker buses.
- D10.10** Shoes are to be kept clean. Footwear shall be of a type and style which maintains the employee in a coordinated fashion. Platform shoes, running shoes or open toe shoes shall not be permitted.
- D10.11** The wearing of visible beads, shells and similar jewellery shall not be permitted. One (1) pair of visible earrings only shall be permitted and must only be worn on the ears. Only single "stud" earrings will be permitted and must be less than 4mm square.
- D10.12** Cap badges, safety awards, sleeve patches, Million Mile Club pins, current special insignia or logo, representative Union pins and employee name plates are the only insignia that can be displayed on any part of a employee's uniform.

#### **ARTICLE D11 – SPAREBOARD**

- D11.01** A day off sign up shall occur at least once every four (4) months, in which each Driver who holds a position shall sign a pair of consecutive days off.

- D11.02** (a) Drivers' days off may be re-assigned between the sign ups, provided that the conditions have changed to the extent that the current days off schedule is not practical.
- (b) For Victoria only, during the period May 1st to October 15th, subject to operational requirements the Company may reschedule days off with a minimum of two (2) weeks notice. Such reassigned days off shall be offered to the most senior employees. In the event that day off requirements still remain, then drivers shall be reassigned days off in order of reverse seniority which shall be limited to not more than the bottom half of the spareboard seniority list.
- D11.03** Each Driver recalled to a position shall sign days off.
- D11.04** When a new position is being signed for on the spareboard between sign ups, drivers who were not previously offered the new days off shall, at the dispatcher's earliest convenience, be offered the opportunity to sign the new days off.
- D11.05** Drivers may book days off providing that the drivers' work can be covered and with the agreement of the dispatcher.
- D11.06** During their first one hundred and twenty (120) working days, drivers shall not be eligible to sign for scheduled days off.
- D11.07** When the Employer intends to switch drivers, the drivers shall be informed of this intention at the time the trip is signed.
- D11.08** Each Driver's hours, and accumulation, shall be recorded on a grid posted with the daily spareboard.
- D11.09** A Driver who has accumulated at least eighth (8) S hours, and who has assigned days off, shall take sufficient extra days off to reduce the accumulation to less than eight (8) S hours. The extra days off shall not be banked, but shall be taken at the earliest opportunity and consecutively with the Driver's next assigned days off. Where the extra day off would occur prior to the assigned days off, the Driver may, with the agreement of the dispatcher, choose to take it immediately after those days off.
- D11.10** Daily and accumulated R hours for each Driver without signed days off shall also be recorded on the grid. The accumulation shall be reset to zero (0) at the beginning of each pay period. The dispatcher may assign two (2) consecutive days off to any Driver who has accumulated at least forty (40) R hours. When the sum of accumulated R and S hours is at least eighty (80) hours, the Driver shall be assigned consecutive days off until the R hours reset to zero (0). If the Driver's hours are at least eight (8), then dispatch shall assign, consecutive with any days off, sufficient extra days off to reduce the S hours to less than eight (8).
- D11.11** Days not worked shall be used to reduce S hours prior to reduction of R hours.

- D11.12** In order to determine R hours on the day during which the board is being signed, the finish time on the block being worked that day shall be used. When finish time is unknown, the total hours at the close of the spareboard shall be used to determine R hours.
- D11.13** For Cruise Ship work, delays of one (1) hour or more shall not be used to accrue overtime.
- D11.14** For any sightseeing tour ending at the Empress Hotel and returning to the Glanford Shop, a flat fifty (50) minutes for travel and ticket time shall be paid from the scheduled finish time. If mechanical breakdown or other complications arise which causes a delay of ten (10) minutes, or greater, to the finish time the Driver shall so advise dispatch and make a notation on the time sheet. The flat rate will not apply to any tours requiring hotel drops.

The following four (4) clauses shall refer to the creation of the daily spareboard.

- D11.15** The spareboard may be blocked as follows:
- (a) Blocks containing Island runs shall be eight (8) or ten (10) hour blocks exclusive of Pre-Trip, garage travel time and an paid 30 minute meal break. Pre-trip, garage travel time and meal break time will not accrue for overtime. Stand-bys to cover same shall be in eight (8) hour blocks. The ten (10) hour blocks shall contain Island runs only. These standbys may be adjusted to include charters and/or sightseeing work, provided that in so doing they are not reduced from the eight (8) hours normally worked. (The intent of this clause is to provide for five (5) hour blocks for charter and sightseeing work, not to discontinue Island standby blocks of eight (8) hours that are deemed necessary by the Employer. The clause shall not restrict the Employer from adjusting, adding or deleting standbys as work requirements necessitate.)
  - (b) If as a result of excluding pre-trip, garage travel time, and thirty (30) minute breaks from the Block Times, the Company is able to reduce Driver staffing levels the Company shall spread Driver consolidation among the terminals, where practical.
  - (c) All other work shall be blocked to create the maximum number of eight (8) hour blocks with any remaining work being blocked into the largest blocks possible to a minimum of five (5) hour blocks.
  - (d) On the Victoria spareboard, work in (b) above may be blocked up to eight and one half (8 1/2) hours in order to minimize the number of blocks of less than eight (8) hours. Applicable rates of pay shall apply.
  - (e) When the available drivers are not sufficient to cover the next day's known work, the above block sizes may be exceeded, but with the extra work distributed as evenly as possible among the blocks. Applicable rates of pay shall apply.

- (f) A block may exceed eight (8) hours when it contains a single piece of work.

**D11.16** In the blocking of work:

- (a) A minimum of thirty (30) minutes shall be blocked between scheduled sightseeing trips which depart from Government Street in Victoria.
- (b) A minimum of fifteen (15) minutes shall be blocked between the scheduled arrival and departure times of trips from a depot.
- (c) Trips other than above shall be blocked to allow sufficient time to travel to the starting point plus necessary loading time.

**D11.17** Any Driver required to overnight on an island run shall be scheduled to leave the point away from their home depot not later than 1300 hours.

**D11.18** (a) The spareboard shall be posted by 1400 hours each day at all the depots and it shall show all the work to be done on the following day. Additional work shall be listed as it becomes known.

(b) Victoria Spareboard only:

- The Spareboard will close at 1400 hours.
- All Proxies must be in by 1400 hours.
- Work shall be posted by 1700 hours.
- The days board for work which occurs two (2) days hence shall be posted by 18:00 hours.

The following sixteen (16) clauses refer to a Driver's spareboard signing rights.

**D11.19** During their first four (4) months on the spareboard, new drivers shall not have proxy rights, but shall have their work assigned to them by Dispatchers.

**D11.20** All drivers on recall, who wish to work the following day, shall advise their dispatcher of that prior to 12:00 noon.

**D11.21** On the first offering of work the following day, no Driver may sign or be assigned more than one (1) block.

**D11.22** A Driver who feels that seniority has been circumvented in making up the blocks may, in seniority and with the knowledge of the dispatcher, exchange pieces of work within the blocks providing it is without penalty to the Employer and it is before the board closes.

**D11.23** Drivers shall select their work in seniority and shall exercise such seniority according to the following rules:

- D11.24** Drivers shall state their starting preference with alternates by written or telephoned proxy to the dispatcher by a time mutually agreed to for each depot (not later than 17:00 hours) on the preceding day.
- No conditional proxies shall be left, if a Driver places a conditional proxy, the proxy will be considered invalid and will not be considered, even if the Driver could have held work in which they proxied for.
- D11.25** Proxies shall be specific. The words "earliest" or "latest" shall be understood to include all work except overnights, unless otherwise stated on the proxy.
- D11.26** Drivers shall be permitted one (1) standing proxy which shall be kept on file in the dispatch office. In the event a Driver fails to proxy, the Driver's standing proxy shall be used for that day's proxy.
- D11.27** Drivers who do not have a standing proxy on file and who fail to proxy shall be assigned by the dispatcher to work remaining after all other proxies are assigned.
- D11.28** Unless voluntarily waived, there shall be no less than nine (9) hours between completion of an assignment on one (1) day and commencing an assignment the following day.
- D11.29** Drivers volunteering to waive the nine (9) hours rest clause shall state their intention to do so on their proxy and once waived it cannot be rescinded after the spareboard closes.
- D11.30** When the nine (9) hour rest clause is not waived and it is necessary to reassign a starting time to ensure that the Driver has nine (9) hours rest, the dispatcher shall be governed by the work to be covered the following day and shall assign the Driver a starting time which shall allow between a minimum of nine (9) hours and a maximum of ten (10) hours rest. If not reassigned a new starting time, the Driver shall report in nine (9) hours.
- D11.31** Drivers with assigned days off, who are unable to work thirty two (32) hours in their work week, shall be permitted to proxy to work on their scheduled days off, with their regular seniority and if work is available to them. Such work shall be performed at straight time rates.
- D11.32** To complete the following day's spareboard, the dispatcher shall have assigned the work in depot seniority by 18:00 hours and according to the preferences stated on the proxies.
- D11.33** When assigning the following day's work, the dispatcher shall enter on the spareboard, the start and finish time of each Driver's workday.
- D11.34** A block which comes open after the following day's spareboard has been completed may be split up and covered as spareboard work, but this work, and any other work which comes on the following day's spareboard after completion of said spareboard, shall be covered in the following order:

- (a) at their discretion, Dispatcher's may resign the spareboard or they may leave the work open to be covered by the spareboard;
- (b) by offering the work in seniority to drivers who may have their block extended to the maximum allowable hours;
- (c) offered in seniority to drivers on recall;
- (d) offered in seniority in accordance with Article D11.34;
- (e) offered in seniority to drivers on days off.

The remaining clauses shall refer to how the spareboard is worked.

**D11.35** When work comes on the spareboard on the day the spareboard is being worked it shall be covered in the following order:

- (a) at the dispatcher's discretion it may be left as open work to be covered by the spareboard;
- (b) time permitting, an offer of a start time as a standby shall be made in the order outlined above;
- (c) time not permitting, the work shall be offered in the order outlined in Article D11.32 immediately above.

**D11.36** Any Driver who agrees to report to work ahead of their starting time may have their finish time changed and shall be assured the number of hours of the original block signed.

**D11.37** Trips loading in the depots shall be signed up fifteen (15) minutes prior to scheduled departure with the exception of overloads.

**D11.38** Trips not loaded in the depot shall be signed up in the depot in sufficient time to give time needed to travel to the starting point plus necessary loading time.

**D11.39** Between trips, spare drivers shall have a leeway of fifteen (15) minutes at any point and cannot be forced to accept any work during the fifteen (15) minute leeway, except when no other Driver is available, or at the dispatcher's discretion. Any Driver who is signed on a piece of work shall not be relieved until completion, unless they so request, and then only if the Employer is able to comply.

**D11.40** Each Driver shall complete the trip they are currently dispatched on before being eligible to exercise their seniority onto other work.

**D11.41** The Employer may change drivers and/or coaches at depots or agencies (or at locations that are mutually agreed to) in order to avoid unnecessary deadheading.

**D11.42** Regular scheduled trips may have the Driver and/or coach changed in order to prevent late evening deadheading.

- D11.43** Overloads to regular scheduled trips that frequently result in deadheading may have the Driver and/or coach changed so that such deadheading can be avoided. The Employer shall not deadhead a coach or cushion a Driver intentionally to terminate another Driver's trip.
- D11.44** All cushion time for drivers shall be paid at the appropriate rate of pay.
- D11.45** Work on statutory holiday shall be signed in the same manner as on a normal day of work.
- D11.46** When throughout a shift when charter work is mixed with other work, overtime shall accrue if the work ending the shift is other than charter work.
- D11.47** After their first report, drivers shall accept or reject an assignment in accordance with their seniority position, excepting that:
- (a) where overtime pay is involved, the assignment is subject to being done at the least amount of overtime.
  - (b) a charter is subject to being done at the least penalty to the Employer. (Penalty is defined as costs due to additional hours worked and shall not be affected by wage differentials).
  - (c) On cancellation of any piece of work, each affected Driver shall revert to the spareboard in their seniority for that day and:
    - (i) if the cancelled work was a charter they shall be paid to their signed finish time to a maximum of five (5) hours or,
    - (ii) If the cancelled work is the result of a cruise ship that did not dock, the Driver shall be paid three (3) hours, or shall be paid the number of hours he/she actually worked, which ever is greater,
    - (iii) if the cancelled work was not a charter, they shall be paid to their signed finish time to a maximum of eight (8) hours or,
    - (iv) they shall be paid for hours worked if greater than (i) or (ii) above.
- D11.48** When two (2) or more drivers are dispatched on a piece of work and part of that work is cancelled, thereby releasing one (1) or more Driver(s), the rule of least amount of overtime shall apply to the Driver(s) required to complete the piece of work.
- D11.49** Where practical when there are two (2) or more coaches assigned to a trip, drivers shall have their choice in order of seniority.
- D11.50** Once the allocation of equipment for a trip has been made, no Driver may change the coach assigned to them without the authority of the Dispatcher.

- D11.51** Drivers who do not have a free period at a suitable time to eat a meal part way through their day's work may on request be granted twenty (20) minutes time off to eat. Such time shall not be deducted.
- D11.52** Drivers shall not leave the Company premises or work stations while on duty without first obtaining permission from their Dispatcher.
- D11.53** Any Driver who has completed their work block and then shuttles a coach to the Glanford yard shall be paid twenty (20) minutes at the applicable rate. Under special circumstances (e.g. traffic delays, detours, accidents etc.) the actual time will be paid. The travel time may be outside of the eight (8) hour blocks.
- D11.54** When reducing daily coverage in a depot, and overtime payments are not involved, drivers shall be booked off, based on the work to be covered and the principle of first on, first off.
- D11.55** Both Parties shall comply with the Worksafe BC Health and Safety Regulations.

#### **ARTICLE D12 – OVERNIGHTS**

- D12.01** Any Driver who is unable to return to their home location due to circumstances beyond the Employer's control shall receive their normal earnings with a minimum of eight (8) hours pay for each day they are unable to return to their home location.
- D12.02** Drivers who have the next day off cannot be forced, or elect, to work an overnight assignment if another Driver is available. If all drivers available have the next day off, Company seniority shall prevail.
- D12.03** All drivers who are required to spend the night away from their home depot shall have their actual room rent expenses, at Employer approved places, paid for by the Employer. An allowance of twenty-five dollars (\$25.00) shall be paid in lieu of overnight room rent expenses with prior approval of the Employer. When possible, the Employer shall provide for overnight parking when a Driver is unexpectedly assigned to overnight at another location. Parking shall be provided until the Driver returns.

#### **ARTICLE D13 – CHARTERS**

- D 13.01** All multi day charters shall be signed forty eight (48) hours in advance of the normal sign up procedure. The following rules shall govern, providing there are other drivers available:
- (a) Any Driver who is signed on such a charter shall neither elect nor be forced on any work that could prevent them from covering that charter.



- (b) Any Driver working on the day prior to the charter may, upon request, be booked off to enable them nine (9) hours rest prior to departure of the charter and shall only receive pay for time actually worked.
- D13.02** All charter and escorted tours, including on day-off, shall be worked at the hourly charter wage rate and shall not accrue overtime. Charters shall be paid based on actual finish times, not established times. However, any Driver who is called to work on their day off to perform charter work shall be paid in accordance with Article D17.02.
- D13.03** The delivery of equipment into or out of the Company's fleet shall be signed as charter and the Driver shall be paid expenses plus twenty-three cents (\$0.23) per kilometre of the shortest route.
- D13.04** For each multi day charter, a Driver shall be paid either:
  - (a) for the hours worked each day to a minimum of eight (8) per day, and an additional one (1) hour for time spent on record keeping and coach servicing during the trip; or
  - (b) all charters actual deadhead time shall be paid to a minimum of five (5) hours when required to deadhead the day before to the origin of or the day after from the destination.
- D13.05** In addition to any flat rates or per kilometre rates, extraordinary delays (i.e. breakdowns, road closures, adverse weather, etc) shall be paid at the charter rate or applicable step rate.
- D13.06** On a single charter of twelve (12) hours or more, a Driver shall receive a sixteen dollar (\$16.00) meal allowance.
- D13.07** On multi day charters, a daily meal allowance shall be paid as outlined in Article D15.2 with the following exceptions:
  - (a) On the first day, a breakfast shall not be paid;
  - (b) On the last day, a dinner shall not be paid when the Driver finishes by 6:00pm (1800).
- D13.08** All reasonable expenses for accommodation for the Driver shall be paid by the Employer or upon production of receipts.
- D13.09** Any expenses incurred in the performance of the Company business in the USA shall be reimbursed in the equivalent of US Funds.
- D13.10** Drivers working charters or escorted tours are to keep their vehicles reasonably neat and tidy. On charters of two (2) or more day's duration, they shall be responsible for having their coach properly serviced and the exterior washed as required.

- D13.11** Upon completion of a charter, a Driver may take the following day(s) off in lieu of regular day(s) off missed while on the charter, providing that the work can be covered.
- D13.12** Charter work in the C.R.D. may be in four (4) hour blocks except during the summer season.
- D13.13** Driver shall wear ties at all times when performing charter work provided the vehicle is equipped with air conditioning, unless so requested by the Employer's clients. Ties will be required when performing all cruise ship work.
- D13.14** From October 15 to April 15 of each year, charter work in the Capital Regional District (i.e. transfers, etc) may be blocked with a split shift; however, the total length of the shift shall not be less than five (5) hours and will not exceed twelve (12) hours. When possible, charter work shall be blocked with other work to avoid a split. Splits shall be limited to one (1) split per shift.

#### **ARTICLE D14 – HOTEL PICK UP AND BAGGAGE VAN DRIVERS**

- D14.01** Drivers may be hired and trained specifically for, and used only for, these services.
- D14.02** The work shall be a minimum of five (5) to a maximum of twelve (12) hours per day and shall accumulate as close to eighty (80) hours per pay period as possible.
- D14.03** Consecutive days off to be given each week.
- D14.04** Drivers shall be given a thirty (30) or sixty (60) minute unpaid meal break, but shall be paid time and one (1) half for meal breaks which are not taken due to directives by the Employer.
- D14.05** The seniority of these drivers relative to each other shall be their date of hire.
- D14.06** These drivers may exercise their seniority for the signing of, and recall to, these services for which they are specifically trained.
- D14.07** For the period of May 15th to September 30th each year neckties shall be optional.

#### **ARTICLE D15 – MEAL EXPENSES**

- D15.01** Any Driver spending a night away from their home depot on Company business shall have a meal allowance paid for each meal required: one (1) meal to be provided for the Driver after the arrival at the destination, one (1) meal to be provided prior to their departure, a lunch and in addition one (1) meal in the event that the finishing time on the second day of work is later than 18:00 hours.

**D15.02** The meal allowances referred to in this section of this Agreement shall be paid at the following rates except whenever specified:

Breakfast - \$10.00

Lunch - \$12.00

Dinner - \$22.00

**D15.03** If, through circumstances beyond their control, drivers are required to pay more than any of the established meal allowances, the Employer agrees to reimburse them such additional amount incurred upon production of receipts covering such meals. Drivers performing line haul work may turn such receipts in to dispatch at their home depot at the time of pay slip submissions. Drivers may pick up authorized meal receipts from dispatch and obtain reimbursement from the ticket office of their home depot.

### **ARTICLE D16 – TICKET TIME**

**D16.01** All drivers shall be entitled to a maximum of twenty (20) minutes paid ticket time, subject to:

- (a) timely completion of all trip and work records required by the Employer in connection with their work for that day.
- (b) whenever possible, during the hours that the terminal is open, drivers shall turn in their trip and work records on the day the work is performed. Where this is not possible reports shall be turned in the following working day.

**D16.02** The twenty (20) minute ticket time may be included within, or added to, a Driver's work block for the day.

**D16.03** The time of twenty (20) minutes for drivers shall be paid at the applicable rate of pay for the day worked and shall not be at, or used to accrue, overtime.

### **ARTICLE D17 – OVERTIME**

**D17.01** Overtime rates are payable for all non charter work performed after a regular day's work. The rate of one and one half (1 1/2) times the applicable wage rate shall be paid after a Driver has worked eight (8) hours and up to ten (10) hours, and two (2) times that wage rate after ten (10) hours. There shall be no compounding of premium or overtime rates.

**D17.02** Drivers called to work on their days off, whether a signed or forced day off, shall be paid at the rate of time and one half (1 1/2) times their wage rate for the first eight (8) hours worked, with a minimum of four (4) hours pay. After the eight (8) hours, the time and one half (1 1/2) shall apply for charter work, but twice their wage rate shall apply for all other work performed. There shall be no compounding of premium or overtime rates.

**D17.03** All work performed by drivers on a statutory holiday up to eight (8) hours shall be paid at the statutory holiday rate of pay. After the eight (8) hours, the time and one half (1 1/2) shall apply for charter work, but twice their wage rate shall apply for all other work performed.

**D17.04** For overtime rates when working the ten (10) hour Island blocks, where these Articles state eight (8) and ten (10) hours, read ten (10) and twelve (12) hours, respectively.

**ARTICLE D18 – WAGE SCHEDULE**

**D18.01 Drivers Wage Schedule**

<b>Classification</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>	<b>April 1, 2012</b>
Drivers Base Rate	\$21.12	\$21.33	\$21.55
Sightseeing Drivers Rate	\$22.17	\$22.39	\$22.62
Charter Rate	\$19.00	\$19.19	\$19.38
Hotel Pick Up Driver	\$16.00	\$16.16	\$16.32

**D18.02 Seventy-Five Percent Step Rate**

Effective April 1, 2007, each Driver shall be paid seventy-five percent (75%) of the drivers' base rate for calendar months one (1) to twelve (12) from the date of hire.

**D18.03 Eighty-Five Percent Step Rate**

Effective April 1, 2007, each Driver shall be paid eighty-five percent (85%) of the drivers' base rate for calendar months thirteen (13) to twenty-four (24) from the date of hire and these drivers will thereafter receive full rates.

**D18.04** The training rate for new employees and all other employees shall be fifty percent (50%) and sixty percent (60%), respectively, of the above base rates.

**D18.05** Drivers shall receive their applicable base rate of pay when performing charter work, when this rate is lower than the listed charter rate.

**APPENDIX "A"**

SHORE, R. MILNE, I. LEFEBVRE, C. KRYWY, R. FINLEY, T.

## **SECTION IV – MAINTENANCE**

The terms and conditions specified in this Section shall pertain to the above classification as specifically agreed to with the Union. The provisions of this Section shall prevail in the event of a conflict with the general provisions of this Agreement.

### **ARTICLE M1 – WORK CATEGORIES**

**M1.01** There shall be three (3) categories of work:

- (a) **Full time:** a position performed for more than ten (10) continuous months;
- (b) **Part time:** work in a classification which normally entails a maximum of thirty (30) hours per week;
- (c) **Temporary:** a position performed for less than ten (10) continuous months.

### **ARTICLE M2 – EMPLOYEE CATEGORIES**

**M2.01** There shall be two (2) categories of employees:

- (a) **Regular:** an employee who has satisfactorily completed probation and who has attained a full time position;
- (b) **Casual:** an employee who is hired for seasonal increases in operational requirements.

### **ARTICLE M3 – SHIFTS**

**M3.01** Shift sign-ups shall take place every three (3) months or earlier if operational changes necessitate.

**M3.02** The three (3) months sign up shall be available to the Union twenty four (24) hours before posting to allow sufficient time to ensure that this agreement is being adhered to in respect to the structure of the sign up itself. The sign up shall be posted at least fourteen (14) days prior to the effective date and shall be completely signed up by the maintenance staff within five (5) days of posting.

**M3.03** Shifts shall be signed for in seniority with the exception of appointed Leadhands and any other agreement. Appointed Leadhands shall be assigned shifts by the Employer.

- M3.04** Each sign up shall include relief shifts which shall be designated by “R” Employees signing these shifts shall rotate in order to ensure the number of shift changes will be equalized as much as possible.
- M3.05** Employees holding relief shifts may be required to change their hours of work and days off in order to provide coverage for a vacated shift for reasons of sickness, accident, training, transfer, leave of absence or vacation.
- M3.06** Days off for employees holding relief shifts may be adjusted to ensure the employee has four (4) days off in a pay period.
- M3.07** Every effort will be made to create the maximum number of eight (8) hour shifts.
- M3.08** The hours of work provisions shall not restrict the Employer from creating shifts of ten (10) hours duration with three (3) days off, should work situations warrant.
- M3.09** Except during shift bid changes the Company shall schedule a minimum of eight (8) hours between shifts. An employee may voluntarily waive this requirement.
- M3.10** A new employee shall be assigned to a day shift for a period of sixty (60) days. Where this occurs, the junior day shift employee being displaced may exercise his/her seniority to move a more junior employee off the afternoon shift to the graveyard shift; or, if the displaced employee has insufficient seniority to displace the junior employee on the afternoon shift, the displaced employee may be required to work a graveyard shift.

#### **ARTICLE M4 – HOURS OF WORK**

- M4.01** Normal working hours shall be defined as eight (8) or ten (10) hours per day, including two (2) paid fifteen (15) minute rest periods, one (1) in each half of the shift, plus an additional one half (1/2) hour or one (1) hour unpaid lunch period. Shifts of ten (10) hours up to twelve (12) hours will receive an additional fifteen (15) minute rest period. Shifts greater than twelve (12) hours will receive an extra paid thirty (30) minute lunch period.
- M4.02** Any employee who is required to work through their scheduled meal period shall be provided with an alternative one half (1/2) or one (1) hour lunch period or shall receive payment in lieu at one and one half (1 1/2) times their base rate of pay.
- M4.03** A normal workweek shall be five (5) workdays with two (2) consecutive days off.
- M4.04** Casual employees' normal work day shall consist of a minimum of four (4) hours to a maximum of eight (8) hours or ten (10) hours.
- M4.05** Work performed away from the Glanford Maintenance Facility shall be paid at the employees' applicable base rate and subject to the overtime provisions of this agreement.

**M4.06** Staff levels for statutory holidays may be reduced by the Employer when such reduction is warranted and it shall be offered in order of seniority.

#### **ARTICLE M5 – WAGE ADMINISTRATION**

**M5.01** An employee requested to temporarily perform work of one (1) day or more which is paid at a higher base rate shall receive the higher rate of pay for the hours worked in the position.

**M5.02** An employee who is requested to temporarily perform work which is paid at a lower base rate of pay shall maintain the base rate of pay in his classification.

#### **ARTICLE M6 – OVERTIME**

**M6.01** **Scheduled Day:** any employee required to work overtime on a scheduled day of work shall be paid at the rate of one and one half (1 1/2) times their applicable base rate for work after eight (8) hours up to the tenth (10th) hour of work and two (2) times their applicable base rate thereafter.

**M6.02** **Non Scheduled Day:** any employee required to work overtime on a non scheduled day shall be paid one and one half (1 1/2) times their base rate up to eight (8) hours and two (2) times their base rate thereafter.

**M6.03** **Statutory Holiday:** overtime work performed on a statutory holiday shall be paid at two (2) times the employee's base rate after eight (8) hours of work.

**M6.04** **Minimum Payment:** employees called in on their days off shall be paid overtime for a minimum of four (4) hours.

**M6.05** For overtime on ten (10) hour shifts, where these articles state eight (8) and ten (10) hours, read ten (10) and twelve (12) hours, respectively.

#### **ARTICLE M7 – TOOLS**

**M7.01** Upon completion of their probationary period, qualified Journeymen mechanics, un-ticketed mechanics and apprentices will receive a tool allowance. The tool allowance consists of one hundred and fifty (\$150.00) every six (6) months, payable to eligible employees on January 1st and July 1st of each year.

**M7.02** The Employer shall provide tool insurance to cover actual replacement cost of tools and toolboxes for mechanics and apprentices in the event of fire or theft. Any deductible amount shall be paid by the Employer. To be eligible for coverage, each employee must submit an inventory of tools, which shall be updated each January.



### **ARTICLE M8 – SAFETY EQUIPMENT AND CLOTHING**

- M8.01** The Company shall provide one (1) set of clean coveralls per employee each day of work. The Company shall be responsible for the cleaning and distribution.
- M8.02** Employees will be eligible for a Boot Allowance upon completion of the probationary period. Eligible shop employees shall, upon presentation of a receipt, be reimbursed an amount not exceeding one hundred and twenty dollars (\$120.00) per calendar year for the purchase or repair of CSA approved safety footwear.
- M8.03** The Employer shall provide, at no cost, safety equipment related to the performance of shop duties, including safety glasses and hearing protection. Employees shall wear safety glasses at all times when on duty in any shop area.
- M8.04** The Employer shall provide rainwear and winter jackets for each full time employee required to work in inclement weather.

### **ARTICLE M9 – LAY OFF AND RECALL**

- M9.01** These lay off and recall provisions shall apply to regular employees, but not casual employees, unless otherwise stated.
- M9.02** If an employee is laid off, a senior employee shall not be laid off prior to a junior employee.
- M9.03** Any employee subject to lay off may choose to:
- (a) bump, provided they have sufficient ability and qualification to perform the work in the other position;
  - (b) be placed on the recall list for a period of up to one (1) year from their date of lay off.
- M9.04** In order of seniority, each employee shall be recalled to employment, provided that they have sufficient ability and qualification to perform the work.
- M9.05** An employee who fails to accept recall shall be removed from the seniority list.

### **ARTICLE M10 – LEADHANDS**

- M10.01** The Employer may at any time, select Leadhands to ensure the efficient and safe operation of the Company. Leadhands may be selected on a full or part time basis. Leadhand responsibilities shall be assigned and shall not be assumed.
- M10.02** Employees reporting to Leadhands shall accept direction and instruction subject to Article D22.3, Section I.

**M10.03** Leadhands are expected to handle employee and work problems of a minor nature on their own. When such situations are repetitive or their actions are ineffective and concerns remain unresolved problems will be reported to their supervisor.

**M10.04** Leadhands acting on a full time basis who for any reasons cease to be a Leadhand will be assigned a shift or work assignment in their former classification. They will not be allowed to bump another employee working in a signed position until the next sign up or by mutual agreement between the parties.

**M10.05 Leadhands' General Responsibilities**

- (a) To provide direction and supervision to all employees working within this section of the agreement.
- (b) To schedule mechanics jobs and prioritize work to be performed.
- (c) To schedule equipment for servicing and maintenance in connection with dispatch.
- (d) To deal with contracted work and outside carriers and schedule accordingly.
- (e) To assist and aid employees under this section and make decisions regarding equipment safety when necessary.
- (f) To perform manual work as time and work circumstances permit.
- (g) To ensure the maintenance facility and equipment is locked up and secure at the end of shift (afternoons).
- (h) To ensure all work orders, inspection sheets, etc., are properly filled out and complete.

**ARTICLE M11 – MISCELLANEOUS**

**M11.01** Existing shop employees shall be given preference for apprenticeships, in order of seniority, where aptitude and qualifications exist.

**M11.02** Management may supervise and direct the workforce and perform Bargaining Unit work as required. The Employer may contract out work providing that such contracting out does not result in a lay-off of Bargaining Unit members.

**M11.03** Employees may be temporarily assigned to perform work in any classification as required by the Employer.

**M11.04** Employees as specified by the Employer shall maintain a valid motor vehicle Driver's licence applicable to the type of equipment that they may be required to drive.

**M11.05** All safety equipment, raingear, winter wear and Company issued Tools shall remain on the Company property or as required by Company business.

**ARTICLE M12 – WAGE SCHEDULE**

**M12.01 Maintenance Wage Schedule**

The classifications and their respective base rate wages are:

<b>Classification</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>	<b>April 1, 2012</b>
Leadhand Mgr. Relief	\$32.42	\$32.75	\$33.41
Leadhand Journeyperson Mechanic *	\$29.83	\$30.13	\$30.73
Journeyperson Mechanic *	\$28.53	\$28.82	\$29.40
Unticketed Mechanic	\$24.68	\$24.93	\$25.43
Mechanics Helper I	\$16.78	\$16.95	\$17.29
Mechanics Helper II	\$14.14	\$14.28	\$14.57
Serviceperson with Licence	\$14.99	\$15.14	\$15.44
Serviceperson without Licence	\$11.93	\$12.05	\$12.29
General Labourer	\$9.31	\$9.41	\$9.60
Parts Person	\$15.84	\$16.00	\$16.32

\* = with ticket (Canadian or provincial)

**Apprentices**

0-6 months	60%
7-12 months	65%
13-18 months	70%
19-24 months	75%
25-30 months	80%
31-36 months	85%
37-42 months	90%
43-48 months	95%

**M12.02** Casual employees shall be paid at a base rate of seventy-five percent (75%) of the above base rate for the classification of their work.

- M12.03** Only one (1) Leadhand may assume full responsibility for the paint and body shop and shall receive the respective wage rate only when both the Maintenance Manager and the Paint and Body Shop Manager are absent at the same time, and where no acting Manager has been designated and where any such absence is of a duration of five (5) or more days.
- M12.04** The Employer agrees to follow the terms of the *Apprenticeship Act*.
- M12.05** While an apprentice is attending school, the Employer shall provide regular pay cheques at the E.I. rate and then the apprentice shall sign over the E.I. cheques to the Employer. This procedure shall be at no cost to the Employer.
- M12.06** Upon successful completion of each term, an apprentice shall receive five hundred dollars (\$500.00) per annum to cover costs of attending school out of town.

## **SECTION V – PAINT / BODY SHOP**

The terms and conditions specified in this Section shall pertain to the above classification as specifically agreed to with the Union. The provisions of this Section shall prevail in the event of a conflict with the general provisions of this Agreement.

### **ARTICLE P1 – WORKING MANAGER**

- P1.01** There shall be a working manager, responsible for the operations of the Body/Paint Shop. The manager shall not fall within the Bargaining Unit. Employees within the Bargaining Unit shall perform all work over and above that performed by the working manager.
- P1.02** The working manager will not work excessive hours for the purpose of reducing the hours of work available to Bargaining Unit employees.

### **ARTICLE P2 – WORK CATEGORIES**

- P2.01** There shall be three (3) categories of work.
- (a) **Full-time:** a position performed for more than ten (10) continuous months;
  - (b) **Part-time:** work in a classification which normally entails a maximum of thirty (30) hours per week.
  - (c) **Temporary:** a position performed for less than ten (10) continuous months.

### **ARTICLE P3 – EMPLOYEE CATEGORIES**

- P3.01** There shall be two (2) categories of employees:
- (a) **Regular:** an employee who has satisfactorily completed probation and who has attained a full-time position;
  - (b) **Casual:** an employee who is hired for seasonal increases in operational requirements.

### **ARTICLE P4 – HOURS OF WORK**

- P4.01** Normal working hours shall be defined as eight (8) or ten (10) hours per day, including two (2) paid fifteen (15) minute rest periods, one (1) in each half of the shift,

plus an additional one-half (1/2) hour or one (1) hour unpaid lunch period. Shifts of ten (10) hours up to twelve (12) hours will receive an additional fifteen (15) minute rest period. Shifts greater than twelve (12) hours will receive an extra paid thirty (30) minute lunch period.

- P4.02** A normal work week shall be five (5) work days with two (2) consecutive days off.
- P4.03** Casual employees' normal work day shall consist of a minimum of four (4) hours to a maximum of eight (8) hours or ten (10) hours.
- P4.04** Every effort will be made to create the maximum number of eight (8) hour shifts.
- P4.05** The hours of work provisions shall not restrict the Employer from creating shifts of ten (10) hours duration with three (3) days off, should work situations warrant.
- P4.06** Except during shift bid changes the Company shall schedule a minimum of eight (8) hours between shifts. An employee may voluntarily waive this requirement.
- P4.07** A new employee shall be assigned to a day shift for a period of sixty (60) days. Where this occurs, the junior day shift employee being displaced may exercise his/her seniority to move a more junior employee off the afternoon shift to the graveyard shift; or, if the displaced employee has insufficient seniority to displace the junior employee on the afternoon shift, the displaced employee may be required to work a graveyard shift.
- P4.08** Any employee who is required to work through their scheduled meal period shall have the meal period re-scheduled. In the event that the meal period cannot be rescheduled, then the employee may claim one-half (1/2) hour of work paid at the applicable overtime rate.

#### **ARTICLE P5 – WAGE ADMINISTRATION**

- P5.01** An employee requested to temporarily perform work of one (1) day or more which is paid at a higher base rate shall receive the higher rate of pay for the hours worked in the position.
- P5.02** An employee who is requested to temporarily perform work which is paid at a lower base rate of pay shall maintain the base rate of pay in his classification.

#### **ARTICLE P6 – FLEX-TIME BANK**

- P6.01** It is the intention of the Employer, where possible, to respect the eight (8) hour day and forty (40) hour week provisions of the Collective Agreement. However, employees working in the Body/Paint Shop shall be subject to work flexible shifts in excess of eight (8) hours per day, where necessary to complete time sensitive work. Such excess hours shall be banked at straight time to be taken off as mutually agreed between the employee and the Employer. It is the intention of this clause to

provide the earned time off as soon as possible. Any time not taken in the current or following pay period shall be paid out at overtime rates. However, employees wishing to bank time for the purposes of accumulating paid time off shall advise the Employer. Such time off shall be converted at straight time and taken as mutually agreed between the employee and the Employer.

**P6.02** All persons who work in the Body/Paint Shop shall be paid at the Painter's rate of pay for all hours worked as a Painter.

#### **ARTICLE P7 – TOOLS**

**P7.01** Upon completion of their probationary period, qualified Journeymen, unticketed Bodyman/Painter and apprentices will receive a tool allowance. The tool allowance consists of one hundred and fifty (\$150.00) dollars every six (6) months, payable to eligible employees on January 1st and July 1st of each year.

**P7.02** The Employer shall provide tool insurance to cover actual replacement cost of tools and tool boxes for Painters, Bodymen and Apprentices in the event of fire or theft. Any deductible amount shall be paid by the Employer. To be eligible for coverage, each employee must submit an inventory of tools, which shall be updated each January.

#### **ARTICLE P8 – SAFETY EQUIPMENT AND CLOTHING**

**P8.01** The Employer shall supply, maintain and clean coveralls for each employee holding a full-time position. Casual employees shall be supplied coveralls with cleaning and maintenance as per past practice.

**P8.02** Employees will be eligible for a Boot Allowance upon completion of the probationary period. Eligible shop employees shall, upon presentation of a receipt, be reimbursed an amount not exceeding one hundred and twenty dollars (\$120.00) per calendar year for the purchase or repair of CSA approved safety footwear.

**P8.03** The Employer shall provide, at no cost, safety equipment related to the performance of shop duties, including safety glasses and hearing protection. Employees shall wear safety glasses at all times when on duty in any shop area.

**P8.04** The Employer shall provide rainwear and winter jackets for each full-time employee required to work in inclement weather.

#### **ARTICLE P9 – LAYOFFS AND RECALLS**

**P9.01** These lay-off and recall provisions shall apply to regular employees, but not casual employees, unless otherwise stated.

- P9.02** If an employee is laid off, a senior employee shall not be laid off prior to a junior employee provided that the senior employee has sufficient ability and qualification and experience.
- P9.03** Any employee subject to lay-off may choose to:
- (a) bump, provided they have sufficient ability and qualification and experience to perform the work in the other position and the other position is equal to or lower than the employee's salary range at the time of layoff, or
  - (b) be placed on the recall list for a period of up to one (1) year from their date of lay-off.
- P9.04** In order of seniority, each employee shall be recalled to employment, provided that they have sufficient ability and qualification to perform the work.
- P9.05** An employee who fails to accept recall shall be removed from the seniority list.

#### **ARTICLE P10 – LEADHANDS**

- P10.01** The Employer may at any time, select Leadhands to ensure the efficient and safe operation of the Company. Leadhands may be selected on a full or part-time basis. Leadhand responsibilities shall be assigned and shall not be assumed.
- P10.02** Employees reporting to Leadhands shall accept direction and instruction subject to Article D22.3, Section I.
- P10.03** Leadhands are expected to handle employee and work problems of a minor nature on their own. When such situations are repetitive or their actions are ineffective and concerns remain unresolved problems will be reported to their supervisor.
- P10.04** **Leadhands' General Responsibilities**
- (a) To provide direction and supervision to all employees working within this section of the agreement.
  - (b) To schedule paint and body shop jobs and prioritize work to be performed.
  - (c) To schedule equipment for paint and body shop work in conjunction with the clients' needs.
  - (d) To deal with contracted work and outside clients and schedule accordingly.
  - (e) To assist and aid employees under this section and make decisions regarding equipment safety when necessary.



- (f) To perform manual work as time and work circumstances permit.
- (g) To ensure the Paint and Body Shop facility and equipment is locked up and secure at the end of shift (afternoons).
- (h) To ensure all work orders, time sheets, etc. are properly filled out and complete.

**P10.05** A rate of \$\* (under negotiation) per hour will be paid to a Body/Paint Shop Leadhand when the Manager is off premises and there are a minimum of two (2) other employees on duty.

**ARTICLE P11 – MISCELLANEOUS**

**P11.01** Existing shop employees shall be given preference for apprenticeships, in order of seniority, where aptitude and qualifications exist.

**P11.02** Management may supervise and direct the workforce and perform Bargaining Unit work as required. The Employer may contract out work providing that such contracting out does not result in a lay-off of Bargaining Unit members.

**P11.03** Employees may be temporarily assigned to perform work in any classification as required by the Employer.

**P11.04** Employees as specified by the Employer shall maintain a valid motor vehicle Driver's licence applicable to the type of equipment that they may be required to drive.

**ARTICLE P12 – WAGE SCHEDULE**

**P12.01 Paint / Body Shop Wage Schedule**

<b>Classification</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>	<b>April 1, 2012</b>
Leadhand Journeyperson Bodyman / Painter *	\$29.83	\$30.13	\$30.73
Journeyperson Bodyman / Painter *	\$28.53	\$28.82	\$29.40
Unticketed Bodyman / Painter	\$24.68	\$24.93	\$25.43
Prep Person I	\$16.78	\$16.95	\$17.29
Prep Person II	\$14.36	\$14.51	\$14.80

\* = with ticket (Canadian or Provincial)

**Apprentices**

0-6 months	60%
7-12 months	65%
13-18 months	70%
19-24 months	75%
25-30 months	80%
31-36 months	85%
37-42 months	90%
43-48 months	95%

- P12.02** Casual employees shall be paid at a base rate of seventy-five percent (75%) of the above base rate for the classification of their work.
- P12.03** The Employer agrees to follow the terms of the *Apprenticeship Act*.
- P12.04** Only one (1) Leadhand may assume full responsibility for the Paint and Body Shop and shall receive the respective wage rate only when both the Maintenance Manager and the Paint and Body Shop Manager are absent at the same time, and where no acting Manager has been designated and where any such absence is of a duration of five (5) or more days.
- P12.05** While an apprentice is attending school, the Employer shall provide regular pay cheques at the E.I. rate and then the apprentice shall sign over the E.I. cheques to the Employer. This procedure shall be at no cost to the Employer.
- P12.06** Upon successful completion of each term, an apprentice shall receive five hundred dollars (\$500.00) per annum to cover costs of attending school out of town.

**ARTICLE P13 – JOB POSTINGS**

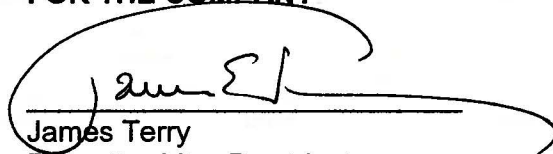
- P13.01** New and vacant positions, permanent and temporary, shall be posted and awarded pursuant to Article G6, General Section.


**SECTION VI – COLLECTIVE AGREEMENT SIGNATURES, LETTERS OF UNDERSTANDING, MEMORANDUM OF AGREEMENT**

**COLLECTIVE AGREEMENT SIGNATURES**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives on the 15<sup>th</sup> day of June, 2010.


**FOR THE COMPANY**


  
James Terry  
Executive Vice President  
Rocky Mountaineer

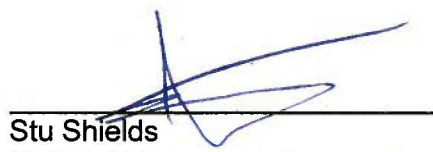
  
Debbie Paulsen  
Director, Human Resources  
Rocky Mountaineer

**FOR THE UNION**

  
Greg Hoover  
Bargaining Committee  
CAW Local 114

  
Jeremy Allen  
Bargaining Committee  
CAW Local 114

  
Gord Piper  
Local Service Representative  
CAW Local 114

  
Stu Shields  
National Representative  
CAW Canada

**MEMORANDUM OF AGREEMENT #1 – MULTI-DATE CHARTER**

It is agreed that:

For each multi-date charter which terminates at a point other than on Vancouver Island:

1. It may first be blocked with any other charter which later originates at a point other than on Vancouver Island;
2. If it originates on an off-Island point, it may be blocked with any other work which enables the Driver to catch no later than a 19:00 ferry;
3. a maximum of two (2) multi-day charters may be blocked. Whether or not drivers work any days between the charters, they shall be paid to a minimum of five (5) hours, unless they book-off for personal reasons;

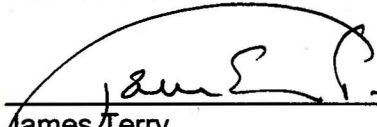
All Charters originating in Vancouver or Seattle, and like the Wingo tours:

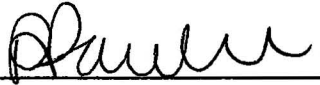
4. the number of hours of pay shall be a flat trip rate of twelve (12) times the number of calendar days of the tour (e.g. forty-eight (48) hours for a four (4) day tour, sixty (60) hours for a five (5) day tour, etc.);
5. these flat rate hours shall begin in Vancouver or Seattle, and for tours which terminate in Greater Vancouver, shall include the deadhead return to drivers' home terminals if the deadhead occurs on the last day of the tour. For any other termination point, drivers shall be paid the actual hours worked to deadhead return to their home terminal;
6. hours worked in addition to the above flat rates, but at the request of the client, shall be paid only on the provision of an authorization form listing those hours, signed by the escort, submitted the timesheet, and when those hours are paid by the client;
7. for each tour, the Driver shall receive one (1) daily allowance for meals, except for non-Asian charter for which the regular meal allowance shall apply as provided for in Article D15.2 and D13.12.

The conditions of this Memorandum shall remain in effect until the expiry of the current Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives on the 15<sup>th</sup> day of June, 2010.

**FOR THE COMPANY**

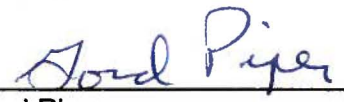
  
\_\_\_\_\_  
James Terry  
Executive Vice President  
Rocky Mountaineer

  
\_\_\_\_\_  
Debbie Paulsen  
Director, Human Resources  
Rocky Mountaineer

**FOR THE UNION**

  
\_\_\_\_\_  
Greg Hoover  
Bargaining Committee  
CAW Local 114

\_\_\_\_\_  
Jeremy Allen  
Bargaining Committee  
CAW Local 114

  
\_\_\_\_\_  
Gord Piper  
Local Service Representative  
CAW Local 114

  
\_\_\_\_\_  
Stu Shields  
National Representative  
CAW Canada

## **MEMORANDUM OF AGREEMENT #2 – DRUG TESTING**

It is agreed that insofar as the United States Department of Transportation (DOT) requires the Company to perform random drug and alcohol testing, the following shall apply:

### **I Dual List**

- The Parties recognize that in order for the Company to operate into the United States, the Company must adhere to the U.S. Department of Transport Regulations in order to maintain the Company's status as a carrier into the United States. The D.O.T. rules pertaining to drug and alcohol testing are therefore the foundation of this Memorandum of Agreement.

- Twenty-five (25) drivers will through an exercise of seniority make an election to cover cross-border work. The designated drivers will be based on the following numbers by depot:

Victoria	Twenty-five (25)
----------	------------------

- There shall be an annual sign-up, which shall be the only window for going on or coming off the cross-border list.

- If there are insufficient drivers participating in the sign-up, the Company may force assign drivers to be on the cross-border list up to the maximum amounts in each depot, as per the existing Collective Agreement rules relating to seniority and assignment of work.

- The Company shall pay the \$85.00 (or applicable fee) to register each Driver in the drug and alcohol testing program.

- The Company shall continue to pay the medical examination for the drivers to maintain their U.S. entry status regardless of whether or not they have elected to be on the designated cross-border list (ref: Article D4.03 and Article D4.04).

- Two (2) new clauses shall be added to Section 3, Article D4 of the Collective Agreement as follows:

D4.14 Only those drivers who have elected to comply with the U.S. Department of Transportation Regulations, regarding random drug and alcohol testing ("U.S. qualified" shall be eligible to sign (or be assigned) work which is known to enter the U.S.

D4.15 U.S. qualified drivers shall, as a condition of qualification and continued qualification, pass a medical examination as specified by the United States DOT and hold an applicable medical certificate. The costs of these medical examinations shall be paid for by the Employer.

## **II Confidentiality**

- The Parties are committed to maintaining the principle of confidentiality of any employee who voluntarily steps forward to seek assistance from the Employee Assistance Programme (E.A.P.A.), or who is referred to the E.A.P. as a condition of continued employment.
- Only the following individuals shall be given access to drug and alcohol testing data, or to the names and particulars of any individuals who voluntarily step forward to seek assistance from the E.A.P., or who are referred to the E.A.P. as a condition of continued employment. They are:

### **Company**

- Company Program Administrator
- General Manager

### **Union**


- The CAW National Representative or the Local Representative


## **III Employment Consequences**

- Employees who test positive the first time in a random drug and alcohol test, or who voluntarily step forward to the E.A.P. Committee for assistance shall not be subject to discipline.
- However, as a condition of continued employment, such employees must accept a referral to the E.A.P. for counselling and to the employee's family physician.
- The employee must accept the treatment recommendations of the E.A.P. and family physician and faithfully carry them out.
- In the case of reasonable suspicion incidents, the Company shall act based on the Company's policy on corrective discipline and the just cause requirement. The Union shall carry out an analysis of the facts, and shall grieve or not grieve based on its investigation results.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives on the 1<sup>st</sup> day of JUNE, 2010.

**FOR THE COMPANY**

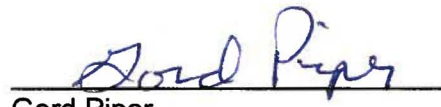
  
James Terry  
Executive Vice President  
Rocky Mountaineer

  
Debbie Paulsen  
Director, Human Resources  
Rocky Mountaineer

**FOR THE UNION**

  
Greg Hoover  
Bargaining Committee  
CAW Local 114

  
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Bargaining Committee  
CAW Local 114

  
Gord Piper  
Local Service Representative  
CAW Local 114

  
Stu Shields  
National Representative  
CAW Canada



**MEMORANDUM OF AGREEMENT #3 – HOUSEKEEPING CHANGES**

It is understood that a number of changes have been made to Section II – Office and Clerical Employees:

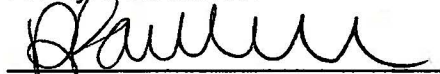
1. Removed positions that no longer exist and they include: Payroll Clerk, Ticket Clerk, Accounts Clerk, Express Clerk, Utility Clerk, Platform Person, Charter Sales Clerk, Dispatcher - All Others.
2. Removed phrases that made references to the above positions and removed Article O13 – Platform Persons and renumbered the following sections accordingly.
3. Changed the Sightseeing Clerk title to Sightseeing Sales Agent and the casual and regular categories have been removed. The Sightseeing Sales Agent is now one classification.
4. The Information Clerk title has been changed to Mobile-2.
5. The Dispatcher classification now includes Leadhand, Dispatcher, and Street Disptacher.

All language will remain in abeyance for the timing being


**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their authorized representatives on the 15<sup>th</sup> day of JUNE, 2010.


**FOR THE COMPANY**

  
James Terry  
Executive Vice President  
Rocky Mountaineer

  
Debbie Paulsen  
Director, Human Resources  
Rocky Mountaineer

**FOR THE UNION**

  
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