

SOURCE	Union		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	160		
INDUSTRY	A.N.		

COLLECTIVE AGREEMENT

between

THE GRAY LINE OF VICTORIA LTD.
(hereinafter referred to as "the Company" or "the Employer")

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
LOCAL 4234
(hereinafter referred to as "the Union")

(hereinafter referred to collectively as "the Parties")

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EFFECTIVE: April 1, 1996
EXPIRES: March 31, 1999

SECTION I - GENERAL

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GLOSSARY OF TERMS

- position - a shift of two (2) weeks *or* more; or
- a minimum of ten (10) working days in a depot **in a** classification for the minimum daily hours of that classification and with scheduled days off.
- laid off** - no longer working **in** a position in your classification and/or home depot and waiting **for** recall to **said** position.
- transfer - change of classification through a job posting.
- promotion to a full-time position in management.
- home depot - the depot where an employee has obtained work at time of **hire or has** moved to by way of a job posting or that a driver has chosen through Layoff or Recall Rules of Section **III**.
- bump** - exercise **seniority** into a junior employee's position in another depot and/or another classification,
- defer** - choose not to accept a position in another depot and/or another classification.
- section seniority - the seniority of employees, relative to each other, who are covered by the same Section of this Agreement (Section 11: Office and Clerical; Section III; Drivers; Section IV: Maintenance)
- depot seniority - the seniority of employees, relative to each other, who are covered by the same Section of this Agreement and who have the same home depot
- classification-seniority - the seniority of employees, relative to each other, **who are all** in the **same** classification
- summer season - period from May 1st to October 15th inclusive
- consideration - Employer's judgement on the basis outlined in Section II, Articles 6.4 and 6.5, for the possible selection of an **employee to perform a job**. If the employee **already holds a** full-time position, then availability for coverage of the full-time position shall be the **first** factor in the selection process for filling a temporary position. The **Employer** shall also not be expected to bear unreasonable costs associated with the coverage.

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- .1 This agreement supersedes all previous agreements and/or arrangements entered into between the Employer and the Union **and** their predecessors.
- .2 **However**, previous agreements, understanding, 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 issue in this regard and an item in the Collective Agreement then this Collective Agreement shall prevail.
- .3 This Agreement shall **be** binding on both Parties hereto for the period commencing April 1, 1996 and ending March 31, 1999.
- .4 Either party may give written notice of its intention *to* commence negotiations for a revision of this agreement, **and** such notice shall be made and given in accordance with the Labour Relations Code of B.C.
- .5 This Agreement shall remain in effect until either **a** lawful strike or lockout occur or until a new Agreement is concluded and put into effect.
- .6 The application of Sections 50(2) **and** 50(3) of the Labour **Relations** Code of B.C. is hereby excluded from the Collective Agreement pursuant to Section 50(4) of this **said Code**.
- .7 The Parties may from time to time and by mutual agreement, interpret, amend or **add** to the terms of this Agreement.

ARTICLE 2 - UNION RECOGNITION

- .1 **The** Employer recognizes the certified Union **as** described in the certification issued by the Labour Relations Board of British Columbia, dated October 14th, 1986, **as** representing the employees of the Company in accordance with the provisions of the Labour Code of British Columbia.
- .2 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.
- .3 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.
- .4 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.
- .5 The Employer agrees to deduct from each of such employee's 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 Labour Code of British Columbia, Section 16.
- .6 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.
- .7 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.
- .8 The Union shall **provide** the Employer with authorization cards providing for deductions of Union dues from members before deduction of such dues **commence**.

The Employer shall have the dues authorization forms signed at the time of hire.

- .10 The Employer shall not discriminate against any employees because of their membership in the Union.
- .11 The Employer shall advise new employees of the existence of the Union and Union representatives and of their right to Union representation whenever meeting with representatives of the Employer.
- .12 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.)
- .13 **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.

ARTICLE 3 - UNION ACTIVITIES

- .1 It is recognized that from time to time it may be necessary for employees representing the Union to carry out their Union duties during their working hours. Employees shall first obtain permission from their supervisor prior to conducting any Union activity or business on Company premises at any time. Maintenance or earnings shall be the responsibility of the Company unless otherwise specifically agreed to. Other representatives of the Union shall obtain prior approval from a Company supervisor prior to conducting any Union activity or business on Company premises at any time.
- .2 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.
- .3 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.
- .4 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.
- .5 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.
- .6 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.
- .7 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.

- .8 No employee shall lose section seniority rights as a result of transfers to fill vacancies which result from these Union leaves.
- .9 On the following dates, the Company shall pay the following respective lump sums into the Bargaining Unit's Paid Education Leave fund:
April 1, 1996: \$1250.00
April 1, 1997: \$1500.00
and \$1750.00 on each April 1st thereafter, subject to re-negotiation.

**ARTICLE 4 - GRIEVANCE PROCEDURES,
ARBITRATION AND MEDIATION/ARBITRATION**

- .1 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.
- .2 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.
- .3 The Company shall maintain the normal **base wages** of the following employees during their normal scheduled hours of work when one or more of the following conditions are met:
- .1 One employee Union representative from the depot where a hearing is being held at Step 1 or 2 of the grievance procedure;
 - .2 One employee Union representative when specifically asked to attend by the Employer;
 - .3 The grievor(s) who attend any hearing at Step 1 or 2 of the grievance procedure;
 - .4 **An** employee Union representative conducting Union activities after permission has been granted by the Employer.

The Company 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.

- .4 Union representatives shall be recognized in discussing any grievance or complaint of an **employee**.
- .5 In relation to Grievance Procedure time limits, working day shall mean "Monday - Friday and exclude Saturdays, Sundays and Statutory Holidays".

Time limits specified in the different stages of these grievance procedures may be amended by mutual agreement between the Parties.

.7 Individual grievance Procedure:

.1 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.

.2 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 Labour Code of B.C. The process of "Mediation/Arbitration" shall be used if both Parties agree.

.8 General Application Grievance:

.1 When the settlement of a grievance has a "general application" and shall affect employees covered by more than one 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,

.2 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 Labour Code of B.C. The process of "Mediation/ Arbitration" shall be **used** if both Parties agree.

Suspension or Dismissal Grievance Procedure:

- .1 No employee shall be dismissed or suspended except for just and reasonable cause.
 - .2 If in the course of a normal interview evidence is adduced that would lead the supervisor or Manager to contemplate suspension or dismissal, the employee(s) may be suspended or dismissed, but, if the Parties agree, the interview shall be adjourned. **An** investigative hearing shall be arranged at another agreed date and time.
 - .3 When the Company schedules an "investigative hearing" into an incident or issue where 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.
 - .4 The Union shall be notified as soon **as** possible when an employee(s) is suspended or dismissed.
 - .5 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.
 - .6 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.
 - .7 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.
 - .8 All written complaints about employees received by the Company shall be open to inspection by representatives of the Union. The names of the complainants shall **not** normally be made available to **the** employees concerned during the above procedure.
- .10 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.

- .11 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 .13 below
- .12 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.
- .13 Mediation/Arbitration - The Parties agree to exclude the operation of Section 87 of the Labour Code. At any stage of the grievance procedure, the Parties may mutually agree to assign any matter in dispute to the Mediation/Arbitration procedure set out below:
 - .1 A list of arbitrators shall be compiled consisting of three (3) persons appointed by mutual agreement by the Parties who shall agree to a determined fee and shall agree to render a decision within thirty (30) working days.
 - .2 There shall be a random selection draw for an arbitrator from the list referred to in .13.1 above, for each hearing required to implement this procedure. All names shall then be returned to the list and the process **shall** continue with the next draw.
 - .3 The dispute cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing.
 - .4 The hearings shall be held at a location agreed to by the Parties.
 - .5 The Company and the Union respectively shall name a person of their choosing to represent their respective interests at hearings held hereunder.
 - .6 The Parties, through their respective representatives, shall attempt to agree on a written statement of facts in the dispute prior to the hearing. In the event that

the parties are unable to agree on a written statement of facts, each shall provide to the other, at least five (5) days prior to a hearing hereunder, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing.

- .7 Where possible, the arbitrator shall attempt to mediate a settlement between the Parties, The arbitrator shall determine the hearing's procedures, but shall give full opportunity to the Parties to a hearing to present evidence and make submissions.
- .8 In the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to the point.
- .9 The decision of the arbitrator shall be binding on both Parties.

ARTICLE 5 - HIRING AND **PROBATION**

- .1 Before new employees are hired, work to be covered **by** the proposed hiring shall be offered to employees in accordance with the applicable posting and recall rules. Consideration shall next be given to applicants from other sections. Remaining demand for employees shall be filled by hiring new employees who shall be subject to all terms and conditions of the Agreement. The Employer shall notify the employee and the Union at the time of hire of the approximate date of lay off. These new employees shall be able to apply for positions in accordance with the job posting provisions of this Agreement.
- .2 Employees wishing to be considered for temporary or part time assignments shall inform the Employer of their interest in writing.
- .3 All new employees shall initially be on probation.
- .4 The probationary period for new employees shall be seventy-five (75) working days, except that it shall be one hundred and twenty (120) working days when the new employee is a driver.
- .5 The Employer may terminate a probationary employee's service for unsatisfactory performance.
- .6 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 6 - JOB POSTINGS

- .1 The principle of job postings is to allow employees to change their home depot and/or classification by signing for a posted full-time position.
- .2 A position shall be posted when one (1) or more of the following occurs:
 - .1 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;
 - .2 a leave of absence, pursuant to Articles 3.5 and 3.6, which is expected to be of a duration greater than twelve (12) months;
 - .3 an expansion of the Employer's operations which creates a new full-time position.
- .3 The position shall be posted on all bulletin boards within five (5) working days of confirmation of the vacancy.
- .4 The posting shall specify pertinent applicable information about the position, such as classifications, location, requirements, qualifications, special conditions, wage, closing date, etc.
- .5 The posting shall remain on all bulletin boards for five (5) working days and applications shall be returned to the Personnel Office within 24 hours of the closing of the posting.
- .6 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.
- .7 The successful applicant shall be notified within five (5) working days after the close of posting. Effective date will be discussed with the Union,
- .8 These time limits may be altered by mutual agreement between the Parties.
- .9 Postings may be waived by mutual agreement, in writing, between, the Parties.

ARTICLE 7 - SENIORITY

- .1 The Employer recognizes the principle of seniority as applied to the employees covered by this Agreement.
- .2 Company seniority shall be established as of the date of hire. When more than one 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.
- .3 Employees **who** temporarily work in a different classification shall retain all rights in their regular classification.
- .4 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 90 days, but shall stop accumulating and exercising said rights after the 90 days. This period may be extended by mutual agreement between the Parties.
- .5 **An** employee who transfers as outlined in .4 above, shall retain Company seniority for past service credits only.
- .6 Each employee who transfers to a position, within the Company, that is not covered by this Agreement, shall have their seniority rights protected for 90 days from the date of transfer, upon payment of three (3) months dues to the Union. The said 90 day period may be extended by mutual agreement between the Parties.
- .7 Pursuant *to* .4 and .6 above, if any employee returns to their previously held position within the 90 **day**, or mutually extended, period then all adversely affected employees shall be reinstated in the positions they held prior to the transfer.
- .8 **An** employee **who** has transferred **as** per .4 and .6 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.
- .9 The Employer shall provide the Union with seniority lists, twice per annum, January 1st and July 1st.

- 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 8 - BENEFIT PLANS

- .1 Each employee shall receive four percent (4%) of their gross earnings, in lieu of all benefits and entitlements, 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.
- .2 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.
- .3 Employees being paid a percentage in lieu of benefits and entitlements shall receive payment with their regular pay.

Health Plan

- .4 Medical insurance shall be provided according to the terms and conditions in the Medical Services Plan of Victoria (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 coverages the employee may have.
- .5 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:
 - .1 four hundred dollars (\$400.00) per year for prescription drugs;
 - .2 two hundred dollars (\$200.00) per two (2) years for prescription eyewear.
- .6 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).

Group Life Insurance benefit shall be \$60,000 with Accidental Death and Dismemberment Indemnity.

- .8 A regular employee holding a full-time position shall be entitled to three (3) days pay each year for absences due to sickness. 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.
- .9 Weekly Indemnity shall be provided as follows:
 - .1 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 to a maximum of five hundred dollars (\$500) per week.
 - .2 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 to a maximum of five hundred dollars (\$500) per week.
 - .3 This shall continue for one hundred and eighty (180) calendar days after which employees shall revert to LTD.
 - .4 The Employer shall continue to pay their portion of the Health Plan premiums while an employee is in receipt of weekly Indemnity.
- .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.
- .11 Employees receiving LTD benefits shall be responsible for one hundred percent (100%) of the **premiums** for MSP, Dental and Extended Health benefits.
- .12 Upon termination, the Employer shall provide one 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.
- .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.

- .14 An employee participating in the Health Plan shall:
- .1 have the ten percent (10%) reinstated during layoff, but shall forfeit the ten percent (10%) upon recall to a position of twenty-two (22) working days or more;
 - .2 remain on the Plan during periods of layoff or 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.
- .15 An employee who opts off the Health Plan may be reinstated on the Plan, but only by mutual agreement between the Parties.
- .16 Benefit payback owed to the employees will be a maximum of **33 1/3% per pay cheque.**
- .17 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.
- .18 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. The Employer agrees to consult with **the** Union in *any* proposed changes to the Plan prior to implementation. Further, the Parties agree that any violations in the **rules** in the Plan documents are grievable.

Pension Plan

- .19 Commencing April 1, 1998, the Employer shall contribute to a Pension Plan established by the Union in accordance with **the** B.C. Pension Benefits Standards Act.
- .20 **The Employer's contribution** shall be one percent (1%) of the normal gross earnings of each employee participating in **the** Plan, calculated on a maximum of eighty (80) hours per pay period.

ARTICLE 9 - ANNUAL VACATIONS

- .1 Annual vacation shall be signed for by each employee in accordance with the terms and conditions established in the applicable section of this Agreement. Vacation sign-up sheets for each classification shall be available for signing by October 15th and completed by November 30th of the year preceding the year in which the vacation is to be taken. If an employee has not signed within seventy-two (72) 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.
- .2 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,
- .3 **An employee is not** entitled to take any vacation until having completed six (6) months' continuous service.
- .4 **An employee is not** entitled to take any vacation in the year of hire.
- .5 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 of ten (10) days for each full month of service during the calendar year of hire, calculated to the nearest full day.
- .6 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.
- .7 Holidays may be taken one or more days at a time at the discretion of the Employer.
- .8 **Except** as outlined in .9 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).
- .9 Each **employee** in .8 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 .8 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).

- .10 Each employee on the Health Plan who does not hold a full-time position shall receive vacation pay at the applicable **percentage** rate on **each pay cheque**. **Years** of service and corresponding percentage **rates** are shown in columns 1 and 3 respectively in .18 below.
- .11 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 .18 below.
- .12 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.
- .13 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.
- .14 **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.)

- 5 **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.
- .16 Absence due to sick leave, LTD, or workers' compensation injury where an accumulation of such absences exceed seventy-one (71) working days in a calendar year, vacation entitlement in the following calendar **year shall** be reduced by 1/9 for each twenty-two (22) working days of absence in excess of seventy-one working days,
- .17 Absences other than sick leave, LTD, WCB and annual vacation where an accumulation of such absences exceed twenty-two (22) working days in any calendar **year**, annual vacation in the following calendar year shall be reduced by 1/12 for each twenty-two (22) working **days** of absence. This clause **does not apply** to Union officials on a leave of absence while working on behalf of the employees of The **Gray** Line of Victoria Ltd.
- .18 Vacation entitlements are based on a calendar **yeas** system. Regular employees described in .8 and .9 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 10 - STATUTORY HOLIDAY

- .1 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,
- .2 **An** employee shall be eligible to bank statutory holiday pay providing that they are:
- .1 holding a position of twenty-two (22) working days or more and at work either the working day before or **the** working day after the statutory holiday, or
 - .2 in the first year only of a workers' compensation absence.
- .3 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.
- .4 **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.
- .5 **Any** employee who works on a statutory holiday, 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.
- .6 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.
- .7 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.

- .8 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.
- .9 **An** employee shall not **be** eligible for statutory holiday pay when a statutory holiday falls during any of the following periods of absence:
 - .1 Paid bereavement leave;
 - .2 Absence due to sickness or non-occupational injury;
 - .3 Approved leave of absence;
 - .4 **Any** absence without Company approval;
 - .5 When banked hours are drawn.
- .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 11 - PARENTAL LEAVE

- .1 A pregnant employee shall qualify for maternity leave upon completion of her probation.
- .2 Upon request the employee shall **be** granted leave of absence for a period of eighteen (18) weeks. **An** extension shall be granted if recommended by the employee's physician.
- .3 The employee shall notify the company 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 Company 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. Employees shall notify the Company 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.
- .4 When an employee on maternity leave fails to notify the **Company** of her desire to return to work in accordance with the preceding paragraph, or when an 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.

- .5 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 premiums.
- .6 Upon request and having completed probation, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a pre-school child. The employee shall have to furnish proof of adoption. Where both parents are employees of the Company, the employees shall decide which of them shall apply for the leave.
- .7 **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.
- .8 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.

ARTICLE 12 - "SPECIAL LEAVES"

- .1 **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 for the purpose of arranging and/or attending **the** funeral. 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, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, grandchild or adopted child, **Any** employee who is unable to attend the funeral of either parent may **be** granted **leave** of absence with pay for one (1) day.

- 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.
- .3 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.
- .4 LICENSE SUSPENSION - **An** employee who is required to hold a valid drivers license in order to perform their job shall, by mutual agreement between the parties, be granted one (1) leave of absence to cover a license 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.
- .5 **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 13 - PERSONAL LEAVES

- .1 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.
- .2 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,
- .3 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.

- .4 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.
- .5 **An** employee who obtains **a** leave of absence under **false** pretences shall be subject to disciplinary procedures.

ARTICLE 14 - OVERTIME

- .1 "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.
- .2 "Overtime" shall mean any work performed outside of an employee's normal scheduled **hours** of **work**.
- .3 Notwithstanding Article 4.9, 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.
- .4 There shall be no compounding of overtime payments or any other premium payments,

ARTICLE 15 - BANKED HOURS

- .1 Employees may elect to bank hours **paid** at overtime **rates**, but to a maximum of **two** hundred (**200**) hours, to be taken as time off.
- .2 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.
- .3 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 a time mutually agreed to between the employee and immediate supervisor. Such agreement shall not be unreasonably withheld.

- .4 **Banked** hours shall **be** drawn only as paid days off and in blocks of **5 days**, Any remainder **of** less than five (5) **days** shall be **paid** out in the draw which ~~causes~~ **that** remainder.
- .5 Banked hours shall be paid out at the wage rate in effect at the time the hours are earned
- .6 Regular payroll deductions in effect **at** the time **the** hours are drawn shall be deducted.
- .7 All banked hours shall be paid out when an employee is laid off or ~~ceases~~ to be an employee, or in the **pay** period ending before April 1st.

ARTICLE 16 - SEMI-RETIREMENT

- .1 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.
- .2 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.
- .3 **Semi-retirees shall** be credited with one year's additional seniority for **each** summer ~~season~~ they return to **work**.
- .4 A semi-retiree **may**, on one (1) occasion **only**, return to employment and in **the** depot retired from or obtained through a posting.
- .5 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.
- .6 When there are no employees available, **a** semi-retiree **may** continue working after October 15, but shall leave employment **when** employees become available.

- .7 By mutual agreement between the Parties, semi-retirees may be offered part-time **work** to cover extraordinary circumstances.

ARTICLE 17 - OTHER EMPLOYMENT

- .1 An employee involved in employment outside this Company in a manner that conflicts **with** the Company's business, or the interests of the Union, shall be subject to reprimand or dismissal when the Parties mutually agree to such disciplinary action.

ARTICLE 18 - PAST SERVICE CREDITS

- .1 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.
- .2 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.
- .3 "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.
- .4 In no event are past-services credits to be construed to mean **seniority**.

ARTICLE 19 - TRAINING

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

ARTICLE 20 - TECHNOLOGICAL CHANGE OR NEW PROCEDURES

- .1 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 employees displacement **and** relocation **as** per ,4 below.

- .2 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.
- .3 After receipt of such notice the Parties shall meet to decide on the best treatment of employees who may be affected. Failing agreement, either part may refer the matter to the Grievance and Arbitration Procedures.
- .4 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.
- .5 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 21 - MISCELLANEOUS

- .1 **SAFETY** - 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.
- .2 In addition to the Employer representatives on the **Gray Line** Safety Committee, the **Union** members shall **be** one (1) driver, one (1) office **and clerical**, **and one** (1) maintenance representative, **with** the Chief **Shop** Steward **as an ex-officio**, non-voting member who **may** attend meetings. This Committee shall **function as** per the Industrial **Health** and Safety Regulations of the **Workers'** Compensation Board of

B.C., and the wages and expenses of the Union members shall be **paid** by the Employer.

- .3 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**.
- .4 The Company hereby agrees to re-open **as** soon as possible the upstairs **washroom** facility at the Nanaimo terminal and agrees to **maintain** the facility in **a clean** and lockable condition for the exclusive use of the Gray Line of Victoria employees.
- .5 **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.
- .6 **DISCIPLINARY NOTATIONS** - An employee shall be advised of **any** disciplinary notation being entered into their personnel file.
- .7 **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.
- .8 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.
- .9 Employees shall be paid on a bi-weekly basis.
- .10 **Time** sheets shall not be altered without the employee being notified.
- .11 **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.
- .12 **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.

- .13 JOINT COMMITTEES - Various joint committees shall be established from time to time **as** required to maintain good relations between the Employer and the Union.
- .14 **As** long **as** the Company has drivers and suitable equipment, no **work** shall be contracted **out**.
- .15 Any contracting out of work shall be given to Union Companies provided they have suitable equipment, competitive rates and proper licensing.
- .16 The Parties recognize the problem of sexual harassment in the work place and are committed to ending it. Sexual harassment shall be defined **as**:
- .1 Unnecessary touching or patting;
 - .2 Suggestive remarks or other verbal abuse;
 - .3 Leering at **a** person's body;
 - .4 Compromising invitations;
 - .5 Demands for sexual favours;
 - .6 Physical assault

A grievance filed under **this** Article shall be handled **with** all possible confidentiality. In settling the grievance every effort shall be made to discipline and relocate the harasser, not the victim.

- .17 Management shall not verbally abuse or otherwise harass **any** employee on the job site or in the presence of employees or customers.
- .18 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.
- .19 **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.
- .20 For the purposes of identification only, at the signing of **this** Agreement, **depot6** shall be Victoria, Nanaimo and Campbell River.
- .21 The employer agrees to supply **a** reasonable place for an enclosed official Union Bulletin Board for posting authorized Union bulletins in each depot.

ARTICLE 4 - JOB DESCRIPTIONS

- .1 New job classifications may be implemented at any time and the salary rates shall be established by negotiations between the Parties. New job classifications may be filled prior to reaching a negotiated Agreement on the salary rates on the understanding that a disagreement shall be subject to the grievance procedure. If a wage increase results, it shall be retroactive to the date that the new job classification was implemented unless otherwise agreed,

ARTICLE 5 - SENIORITY

- .1 There shall be one (1) seniority list for employees covered by this section.
- .2 Prior credit for seniority for the purpose of this section shall be as per the seniority list dated April 1, 1984.
- .3 Seniority for regular employees in this section of the Agreement shall be established at the time the employee successfully obtains a full-time position.
- .4 Regular employees shall be credited with any previously accumulated seniority if:
- .1 the employee has been laid off and later recalled under the provisions of this section;
 - .2 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.
- .5 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.
- .6 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.
- .7 When an employee transfers to a new position, the following rules shall govern:
- .1 The employee shall receive 85% of the new rate for a period of 45 calendar days, If this amount is less than they are currently earning, they shall receive the top rate of the new position.

- .2 Any time during the first 90 days, any employee who enters a new position shall have the right to return to their **former** position without loss of seniority.
- .8 A casual employee who has obtained a full-time position shall be credited with one (1) day of seniority for each seven-and-one-half (7 1/2) hours worked as a casual.. This credit shall be backdated to the last home depot posting for which the employee did not apply.

ARTICLE 6 - JOB POSTINGS AND SELECTION

- .1 Vacant full-time positions shall be posted and filled by applicants from this section, provided they fulfil the criteria of the position, **If** the position is not filled in this manner, then applicants from other sections shall be considered.
- .2 Job postings shall specify the pertinent details of the **position(s)** such **as:** job title, salary range, job function, qualifications, location, special conditions, etc.
- .3 The Employer shall provide the Union with a copy of the job posting before making the posting available for applications. The Parties shall discuss any concerns they may have and any disagreement shall be subject to the grievance procedure
- .4 The Employer shall have right of selection to fill Charter Sales Clerk positions. Selections to all other 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.
- .5 In addition to Article 6,4 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,

- .6 When an employee covered by this Section 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,
- .7 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 7 - HOURS OF WORK

- .1 Each regular employee shall have two (2) consecutive days off in seven (7) days.
- .2 Each casual employee shall have at least four (4) days off in a pay period.
- .3 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,
- .4 Casual employees who do not work five (5) days per work shall not normally be assigned regular days off.
- .5 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 Platform Persons and Sightseeing Clerks; and seven and one half (7 1/2) hours for all other classifications,
- .6 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:
 - .1 within the classification;
 - .2 in section seniority to trained employees,

- 7 For all Sightseeing Clerks, 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 Clerks 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.
- .8 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.
- .9 All work for Sightseeing Clerks 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,

ARTICLE 8 - SHIFT WORKERS & SIGN-UPS

- .1 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.
- .2 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,
- .3 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.
- .4 Shift sign-ups shall include:
 - .1 regular consecutive days off for each shift;
 - .2 start, finish and lunch times;
 - .3 duration of sign-up.Further, sign-ups for Sightseeing Clerks shall include:
 - .4 balanced distribution of locations and times, The distribution shall include the Empress desk during the summer season only (May 1 - Oct 15).
- .5 A copy shall be provided to each Sightseeing Clerk.

ARTICLE 9 - MEAL PERIODS AND ALLOWANCES

- .1 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.
- .2 Any employee who performs overtime work beyond three (3) hours, shall be paid meal expenses as per Article 15.2 Section III, of this Agreement. When their finish time is before 7 p.m. (1900) they shall be paid for a lynch and when it is 7:00 p.m. (1900) or after they shall be paid for a dinner.
- .3 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 10 - OVERTIME

- .1 Overtime shall be defined as hours in excess of the daily maximum hours of the classification.
- .2 "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.
- .3 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,
- .4 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.
- .5 Overtime worked on statutory holidays shall be at double time after normal working hours,
- .6 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.

- .7 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,
- .8 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:
- .1 in classification seniority to employees who can do the work before or after their normal hours that day.
 - .2 in section seniority to trained employees who can do the work before or after their normal hours that day.
 - .3 in classification seniority to employees on their days off.
 - .4 in section seniority to trained employees on their days off.
- .9 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:
- .1 in seniority to casual employees trained to perform the work and not scheduled to work;
 - .2 in classification seniority to employees on their days off;
 - .3 in section seniority to trained employees on their days off;
 - .4 in classification seniority to employees who can do the work before or after their normal hours that day;
 - .5 in section seniority to trained employees who can do the work before or after their normal hours that day.

ARTICLE 11 - LAY OFF AND RECALL

- .1 These layoff and recall provisions shall apply to regular employees, unless otherwise stated,
- .2 The employer shall advise the employee concerned and the Union, in writing with as much advance notice as possible, of any impending layoff.
- .3 If an employee is laid off, a senior employee shall not be laid off before a junior employee within a classification, within a depot.
- .4 Any regular employee subject to lay-off may:
- .1 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

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- .2 bump into a higher salary range by mutual agreement between the Parties, or
 - .3 elect to be placed on the recall list, or
 - .4 receive severance pay, if applicable, as specified elsewhere in the Collective Agreement.
- .5 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.
- .6 A casual employee subject to lay-off, except in the case of Express Clerks and Express Telephone Clerks over the Christmas rush period, shall be placed on the recall list.
- .7 The Employer shall maintain a recall list for all employees laid off.
- .8 Employees on a recall list shall, on the basis of depot seniority, be given consideration for work outside their classification.
- .9 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.
- .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.
- .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,
- .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.
- .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.
- .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
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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.

- .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.
- .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 12 - UNIFORMS

- .1 The Parties agree to meet and discuss terms and conditions associated with the wearing of uniforms.
- .2 The Employer agrees *to* issue rental smocks to all Express Clerks.
- .3 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,
- .4 Employees required to wear uniforms which must be dry cleaned shall be reimbursed on presentation of receipts.
- .5 Uniforms for Sightseeing Clerks shall be supplied and paid for by the Employer. This shall include a winter jacket for all Sightseeing Clerks working outside during the winter months.

ARTICLE 13 - MISCELLANEOUS

- .1 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.
- 2 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.

- .3 The employer shall reimburse a regular employee fifty percent (50%) up to a maximum of thirty-five (35) dollars 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.
- .4 Receipts for the above shall be submitted prior to any reimbursement being made.
- .5 The Employer shall provide clean facilities for every Sightseeing Clerk to turn in cash at the end of each shift.
- .6 Whenever possible, a supervisor shall accompany Sightseeing Clerks to the cashout facilities in the bus depot during the evening shift, for safety purposes.
- .7 The Employer shall insure that new employees are given reasonable training to perform their duties.

ARTICLE 14 - PLATFORM PERSONS

- .1 Platform Persons shall be responsible for the loading and unloading of buses. At no time shall the Employer lay off Express Clerks and have a Platform Person doing Express Clerk functions, unless there is a shortage of full-time Express Clerks due to holidays, illness, etc. When a Platform Person does Express Clerk functions they shall be paid at Express Clerk rates.
- .2 Platform Persons shall work under the direction of Express Clerks and Dispatchers.
- .3 At the direction of the Dispatchers, Platform Persons shall perform minor servicing to coaches, such as maintaining fluid levels, dumping washrooms, cleaning and other minor servicing tasks.
- .4 The employer shall make up shifts for Platform Persons consisting of a minimum of five (5) hours to a maximum of eight (8) hours. These shifts shall be for a duration of one (1) month or more.

- .5 All Platform Persons shall be licensed to drive a coach, but only for the purpose of servicing,
- .6 Platform Persons shall **be** supplied with coveralls and winter jackets.

ARTICLE 15 - WAGE SCHEDULE

.1	Apr. 1, 1996	Apr. 1, 1997	Apr.1, 1998
Payroll Clerk	\$15.06	\$15.26	\$15.46
Accounts Clerk	13.40	13.60	13.80
Charter Sales Clerk	to be negotiated		
Ticket Clerk	16.02	16.22	16.42
Express Clerk	16.02	16.22	16.42
Utility Clerk	13.64	13.84	14.04
Express Telephone Clerk	10.49	10.69	10.89
Information Clerk	12.57	12.77	12.97
Sightseeing Clerk	2.25% commission plus:		
- regular	9.12	9.32	9.52
- casual	7.65	8.20	8.40
- Sept. 1, 96	8.00		
Dispatchers			
- Leadhand & Vic.	20.70	20.92	21.14
Leadhand relief			
- all Victoria	19.76	19.97	20.18
- all others	19.22	19.42	19.62
Street Dispatcher	16.80	16.97	17.15
Platform Person	14.02	14.22	14.42

- .2 A casual employee who works as an Accounts Clerk during the summer season only shall be **paid at** eight-five percent (85%) of the applicable rate shown above,

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- .3 **An** Accounts Clerk, Express Clerk, Ticket Clerk, Utility Clerk or Dispatcher on probation shall be **paid** eighty-five percent (85%) of the applicable base rate,
 - .4 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 \$0.40 per hour over the drivers' base rate,
 - .5 The Express Telephone Clerk position may be activated only **during a period of an extraordinary**, short-term increase in the express office workload, but when all Express Clerks **have** been recalled.
 - .6 Express Clerks and Express Telephone Clerks who are hired only for the Christmas rush period shall be paid, respectively, eleven dollars (\$11.00) and ten dollars (\$10.00) per hour,

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,

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GLOSSARY

- standby - hours **worked** during which a driver *is* available for a work assignment and shall include work In a depot,
- on-duty - 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),
- wait-time - 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,
- off-duty - 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.
- overnights- assignments which require drivers to spend one (1) **night: away** from **their home** depot,
- R hours - 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,
- S hours - 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,
- multiday charter - charter of three (**3**) or more days duration.

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ARTICLE 1 - WORK CATEGORIES

- ,1 There shall be three (3) categories of work;
- .1 full-time: a position performed for twelve (12) consecutive months or more,
 - .2 temporary: a position that is not full-time
 - .3 part-time: any work without scheduled days off,

ARTICLE 2 - DRIVER CATEGORIES

- ,1 There shall be one category of driver called regular,

ARTICLE 3 - SENIORITY

- ,1 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,
- ,2 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.
- ,3 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,
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ARTICLE 4 - GENERAL CONDITIONS

- .1 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,
- .2 All Company drivers shall maintain valid Class 2 driver's licence with a No, 15 air endorsement, subject to the provisions on Section I, Article 13,4,
- .3 All drivers, as a condition of employment and continued employment, shall pass a medical examination as specified by the British Columbia Motor Vehicle Branch and hold a valid Interstate Commerce Commission medical certificate at the time of hire and every two (2) **years** thereafter,
- .4 The costs of these medical examinations shall be paid for by the Employer, provided that the employee is examined by a medical practitioner designated by the Employer.
- .5 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,
- .6 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,
- .7 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.
- .8 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, **Any** driver shall be eligible to bump into the Victoria depot when they have completed the sightseeing training, **An** ineligible driver may apply for **training** as outlined in Article **8.8**,
- .9 Drivers shall ensure that all work is covered provided that the Employer makes every effort to prevent: drivers being forced to work overtime.

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- .10 Notwithstanding Article 4,9 above, drivers may go home at their signed finish time,
 - .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:
 - .1 they may work one or both of their days off;
 - .2 they shall not be required to work their days off in return.
 - .3 they shall sign for work in the seniority of the driver being worked for;
 - .4 they shall not be eligible to sign work of greater duration than **the day(s) off** agreed to be worked;
 - .5 pay shall be at **the** Wage rate in effect at the time the day off is worked;
 - .6 overtime shall be computed on the basis of a regular working day;
 - .7 they shall not create a penalty,
 - .12 Where vacancies are available, individual accommodation shall be provided for each driver,
 - .13 It **is the** intention of the Employer to use unionized hotels where possible.

ARTICLE 5 - ANNUAL VACATIONS & STATUTORY HOLIDAYS

- .1 The Employer with the co-operation 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.
- .2 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.
- .3 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.

- ,4 When signing holidays, the first period signed shall, for payroll purposes, be considered statutory holidays,
- ,5 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,
- ,6 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.
- ,7 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 6 - BLANKET POSTINGS

The following four (4) Articles refer to the posting of full-time positions.

- ,1 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.
- ,2 The posted position, and **all** positions which become vacant as a result of the posting, shall be filled in seniority in the following order:
- ,1 by regular driver's applications;
 - ,2 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;
 - ,3 by consideration of applicants from other sections;
 - ,4 by new hiring,
- ,3 **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.
- ,4 **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,

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ARTICLE 7 - LAY OFF AND RECALL

- ,1 These rules shall apply to all drivers,
- ,2 The Employer shall advise **the** employee concerned and Union, in Writing with as much advance notice as possible, of any impending lay off.
- ,3 If a driver is laid off, a senior driver shall not be laid off prior to a junior driver within a depot,
- ,4 Drivers being laid off:
- .1 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,
 - .2 may defer for a period of thirty (30) days if there are junior drivers available to cover the work and:
 - .1 shall be eligible for recall in their home depot only, during the deferment)
 - .2 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]
 - .3 shall have their seniority protected during deferments,
- ,5 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,
- ,6 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
- ,7 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.
- ,8 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
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seniority and the senior driver shall accept the position or be released from the Company,

- .9 Notwithstanding .8 above, during **the** summer season, recall to a position of known duration of twenty-two 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,
- .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 driver shall accept or be released from the Company.
- .11 Recall to part-time work of less than three **(3)** consecutive days may be accepted but work of three (3) or more days shall be accepted.
- .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,
- .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,
- .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.
- .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.
- .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.

- .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,
- .18 A driver shall not remain **on** the recall list beyond one **(1)** year, except by mutual agreement between the Parties,

ARTICLE 8' - DRIVER TRAINING & INSTRUCTION

- .1 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,
- .2 **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.
- .3 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.
- .4 A driver who volunteers to be retrained shall also be paid on the above basis.
- .5 The Employer shall pay an employee **a** premium of fifty **(50)** cents per hour when assigned to familiarize an employee on a scheduled trip.
- .6 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,

- ,7 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,
- ,8 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 April 15th (**see** Article 4,8),

ARTICLE 9 - LEGAL COSTS

- ,1 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.
- ,2 This shall in no way remove the obligation of a driver to make every effort to operate in **a** safe **and** legal manner.
- ,3 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 10 - UNIFORMS

- ,1 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 shall be every eighteen (18) months or on a basis of **proof** of necessity, Issues for **drivers other** than regular drivers shall be kept to a minimum depending on seasonal requirements,
- ,2 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.
- ,3 The Employer shall pay any legitimate **cost** with regard to damage to uniforms through **fair** wear and tear in the course of duty.

- .4 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,
- .5 Drivers holding part-time work shall receive uniform cleaning allowance on the same basis as in Article 10,4 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.
- .6 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,
- .7 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,
- .8 If the jacket is removed, no suspenders should be visible. Colour coordinated sweaters or vests may be worn,
- .9 Short sleeve shirts with open neck (top button only) may be worn during those months deemed to be summer months when wearing of neckties, jackets or tunics is optional,
- .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.
- .11 Hair shall be kept clean, neat and at a reasonable length (shirt collar length for men),
- .12 Facial hair shall be kept clean, neat and trimmed. Only established beards and/or moustaches are permitted (Minimum two weeks' growth).
- .13 The wearing of visible beads, shells, earrings and other similar jewellery shall not be permitted in respect of male employees.
- .14 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 11 SPAREBOARD

- .1 A day-off sign-up shall occur least once every four (4) months, in which each **driver** who holds a position shall sign a pair of consecutive days **off**,
- .2 Drivers' days off may be resigned between the sign-ups, provided that the conditions have changed to the extent that the current days off schedule is not practicable.
- .3 Each driver recalled to a position shall sign days off.
- .4 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**.
- .5 Drivers may book days off providing that the drivers' work can be covered and with the agreement of the dispatcher.
- .6 During their first 120 working days, drivers shall not be eligible to sign for scheduled days off,
- .7 When the Employer intends to switch drivers, the drivers shall be informed of this intention at the time the trip is signed.
- .8 Each driver's S hours, and accumulation, shall be recorded on a grid posted with **the** daily spareboard.
- .9 A driver who has accumulated at least eight (8) S hours, and who has (as)signed 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 (as)signed days **off**, Where the extra day off would occur prior to the (as)signed days off, the driver may, with the agreement of the dispatcher, choose to take it immediately after those days off,
- .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 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).

- .11 Days not worked shall be used to reduce S hours prior to reduction of R hours,
- .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,

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

- .13 The spareboard may be blocked as follows:
 - .1 blocks containing Island runs shall be eight (8) or ten (10) hour blocks and standbys to cover same shall be in eight (8) hour blocks, The ten 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,)
 - .2 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 of five (5) hour blocks,
 - .3 on the Victoria spareboard, work in .2 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.
 - .4 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 possible among the blocks, Applicable rates of pay shall apply.
 - .5 a block may exceed eight (8) hours when it contains a single piece of work,

- .14 In the blocking of work:
- .1 a minimum of thirty (30) minutes shall be blocked between scheduled sightseeing trips which depart from Government Street in Victoria,
 - .2 a minimum of fifteen (15) minutes shall be blocked between the scheduled arrival and departure times of trips from a depot,
 - .3 trips other than above shall be blocked to allow sufficient time to travel to the starting point plus necessary loading time,

.15 **Any** driver required to overnight on an island run shall be scheduled to leave the point away from their home depot not later than 1100 hours.

.16 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.

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

- .17 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,
- .18 All drivers on recall, who **wish** to work the following day, shall advise their dispatcher of that prior to 1200 noon,
- .19 On the first offering of work the following day, no driver may sign or be assigned more than one (1) block.
- .20 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,
- .21 Drivers shall select their work in seniority and shall exercise such seniority according to the following rules;
- .22 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 1700 hours) on the preceding day,
- .23 **Proxies** shall be specific, The words "earliest" or "latest" shall be understood to include all work except overnights, unless otherwise stated on the proxy,

- .24 Drivers shall be permitted **one** 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,
- .25 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,
- .26 Unless voluntarily waived, there shall be no less than nine (9) hours between completion of **an** assignment on one day and commencing an assignment the following day,
- .27 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,
- .28 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,
- .29 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,
- .30 To complete the following day's spareboard, the dispatcher shall have assigned the work in depot seniority by 1800 hours and according to the preferences stated on the proxies,
- .31 When assigning the following day's work, the dispatcher shall enter on the spareboard, **the** start and finish time of each driver's work day.
- .32 **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:
.1 at their discretion, Dispatcher's may re-sign the spareboard or they may leave the work open to be covered by the spareboard;

- .2 by offering the work in seniority to drivers who may have their block extended to the maximum allowable hours;
- .3 offered in seniority to drivers on recall;
- .4 offered in seniority in accordance with Article 11,34;
- .5 offered in seniority to drivers on days off.

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

- .33 When work comes on the spareboard on the **day** the spareboard is being worked it shall be covered in the following order:
 - .1 at the dispatcher's discretion it may be left as open work to be covered by the spareboard;
 - .2 time permitting, an offer of a start time **as a** standby shall be made **in** the order outlined above;
 - .3 time not permitting, the work shall be offered in the order outlined in Article 11,32 immediately above.
- .34 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,
- .35 Trips **loading** in the depots shall be signed up fifteen (15) minutes prior to scheduled departure with the exception of overloads.
- .36 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,
- .37 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,
- .38 Each driver shall complete the trip **they** are currently dispatched on before being eligible to exercise their seniority onto other work,
- .39 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,
- 140 Regular scheduled trips may have the driver and/or coach changed in order to prevent late evening deadheading.

- .41 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,
- .42 All cushion time for drivers shall be paid at the appropriate rate of pay,
- .43 Work on statutory holiday shall be signed in the same manner as on a normal day of work,
- .44 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,
- .45 After their first report, drivers shall accept or reject **an** assignment in accordance with their seniority position, excepting that:
 - .1 where overtime pay is involved, the assignment is subject to being done at the least amount of overtime,
 - .2 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),
- .46 On cancellation of any piece of work, each affected driver shall revert to the spareboard in their seniority for that day and:
 - .1 if the cancelled work was a charter they shall be paid to their signed finish time to a maximum of five (5) hours or
 - .2 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
 - .3 they shall be paid for hours worked if greater than .1 or .2 above,
- .47 When two or more drivers are dispatched on a piece of work and part of that work is cancelled thereby releasing one or more driver(s), the rule of least amount of overtime shall apply to the driver(s) required to complete the piece of work.
- .48 Where practical when there are two or more coaches assigned to a trip, drivers shall have their choice in order of seniority,
- .49 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,

ARTICLE 13 - CHARTERS

- .1 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:
 - .1 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,
 - .2 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.
- .2 All charter and escorted tours, including on day-off, shall be worked at the hourly charter wage rate and shall not accrue overtime pay. However, any driver who is called to work on their day off to perform charter work shall be paid in accordance with Article 17,2,
- .3 For any one (1) day charter in excess of ten (10) hours, except when operated entirely within the C.R.D., a driver shall be paid according to the following formula:
 - .1 that driver's **wage rate for** all on-duty hours (except Wait-time), to a minimum of ten (10) hours pay, plus
 - .2 **fifty percent (50%) of the base rate for wait-time hours** equal to the difference between .1 immediately above and the total on-duty hours of that working day.
- .4 Notwithstanding .3 above, Victoria-based drivers on single-day Mt. Washington ski charters shall be paid a flat rate of fifteen (15) hours for the trip,
- .5 For any overnight charter, a driver shall be paid in the manner outlined in 13,3 above **and**, for both days, shall receive a minimum of thirteen (13) hours pay at the charter rate or applicable step rate,
- .6 The delivery of equipment into or out **of** the Company's fleet shall be signed as a charter and the driver shall be paid expenses plus twenty-two cents (\$0,22) per kilometre of the shortest route.
- .7 For each multi-day charter, except the flat-rated Reno charters in .9 below and the "Asian tours", a driver shall be paid either:
 - .1 for the hours worked each day to a minimum of eight (8) hours per day, or;
 - .2 for all hours **on duty, but** to a minimum of 10/24 of the hours of duration of that charter, Those paid hours

shall include a maximum of 1/24 of the duration hours for actual time spent on recordkeeping and coach servicing during the trip,

The pay formula for each multi-day charter shall be indicated on the spareboard. As with all charters, actual deadhead time shall be paid, but, when required to deadhead the day before to the origin of, or the day after from the destination of, a multi-day charter, the driver shall be paid for the actual hours worked, but to a minimum of five (5) hours pay.

- .8 For any day trip which begins in Port Hardy and finishes in Prince Rupert the driver shall receive eight (8) hours pay at the straight time rates from the start of that trip to completion in Prince Rupert, The driver shall also be given a room with a bed on board the ferry when available.
- .9 The driver of the following charter trips originating from the following areas shall be paid the indicated hours at the base rate:
 - 1, Seven (7) day Reno from Victoria or Nanaimo...73 hours
 - 2, Seven (7) day Reno from Campbell River.....77 hours
 - 3, Eight (8) day Reno from Victoria or Nanaimo...83 hours
 - 4, Eight (8) day Reno from Campbell River.....87 hours
- .10 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,
- .11 On single charter of twelve (12) hours or more, except on the Westmin runs, a driver shall receive a twelve dollar (\$12.00) meal allowance.
- .12 On multi-day charters, a daily meal allowance shall be paid as outlined in Article 15.2 with the following exceptions:
 - .1 on the first day a breakfast shall not be paid;
 - .2 on the last day a dinner shall not be paid when the driver finishes by 6:00 p.m. (1800);
- .13 All reasonable expenses for accommodation for the driver shall be paid by the Company or upon production of receipts.
- .14 Any expense incurred in the performance of Company business in the U.S.A. shall be reimbursed in the equivalent of U.S. funds;
- .15 Drivers working charters or escorted tours are to keep their vehicles reasonably neat and tidy, On charters of two (2) or more days duration, they shall be responsible for having

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their coach properly serviced and the exterior washed as required.

- .16 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.
- .17 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, When possible, charter work shall be blocked with other work to avoid a split. Splits shall be limited to one split per shift,
- .18 Charter work in the C.R.D. may be in four (4) hour blocks except during the summer season,
- .19 Drivers shall wear ties at all times when performing charter work when so requested by the Company's clients,
- .20 Drivers interested in multi-day charters shall be identified on a multi-day charter board, Only the drivers on that charter board shall **be** eligible to **sign** multi-day charters, **If** the normal sign-up procedure would cause a driver to be forced on a trip, then the **trip** shall be signed without regard for scheduled **days off**, **If the charter** board is exhausted, the trip shall be signed normally, The charter board shall be re-signed every sixty **(60)** days.

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ARTICLE 14 - HOTEL PICK-UP AND BAGGAGE VAN DRIVERS

- .1 Drivers may be hired and trained specifically for, and used only for, these services,
- .2 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,
- .3 Consecutive days off to be given each Week,
- .4 Drivers shall be given a thirty (30) or sixty (60) minute unpaid meal break, but shall be paid time-and-one-half for meal breaks which are not taken due to directives by the Company.
- .5 The seniority of these drivers relative to each other shall be their date of hire.
- .6 These drivers may exercise their seniority for the signing of, and recall to, these services(s) for which they are specifically trained,
- .7 The drivers hired specifically for these services shall be paid as follows:

April 1, 1996	April 1, 1997	April 1, 1998
\$11.03	\$11.23	\$11.43

ARTICLE 15 - MEAL EXPENSES

- .1 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 1800 hours,
- .2 The meal allowances **referred** to in this Section of this Agreement shall be paid at **the** following rates except whenever specified;

Breakfast	\$7.00
Lunch	\$8.00
Dinner	\$14.00

- .3 If, through circumstances beyond their control, drivers are required to pay more than any of the established meal allowances, the Company agrees to reimburse them such additional amount incurred **upon** production of receipts covering such meals,

ARTICLE 16-TICKET TIME

- .1 All drivers shall be entitled to a maximum of twenty (20) minutes paid ticket time, subject to;
- .1 completion of all trip and work records required by the Employer in connection with their work for that day,
 - .2 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,
- .2 The twenty (20) minute ticket time may be included within, or added to, a driver's work block for the day,
- .3 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 17 - OVERTIME

- .1 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.
- .2 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.
- .3 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.

- .4 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 18 - WAGE SCHEDULE

.1	April 1, 1996	April 1, 1997	April 1, 1998
Driver's Base Rate	\$18.82	\$19.02	\$19.22
Sightseeing Driver's Rate	19.82	20.02	20.22
Sightseeing Escort's Base Rate	19.82	20.02	20.22
Charter Rate	16.62	16.92	17.22

- .2 Each driver shall be paid **at** seventy-five percent (75%) of the above base rates until they have worked twelve (12) calendar months.
- .3 Each driver shall be paid at eighty-five percent (85%) of the above **base** rates, for work performed after twelve (12) months, until they have completed twenty-seven (27) calendar months.
- .4 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,
- .5 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.

KRYWY, R.

SMITH, D.

JONES, T.

MacDONALD, C.

LEFEBVRE, C.

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.,

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ARTICLE 1	WORK CATEGORIES
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ARTICLE 1 - WORK CATEGORIES

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

- .1 Full-time: a position performed for more than twelve (12) continuous months)
- .2 Part-time: work in a classification which normally entails a maximum of thirty (30) hours per week.
- .3 Temporary: a position performed for less than twelve (12) continuous months,

ARTICLE 2 - EMPLOYEE CATEGORIES

- .1 There shall be categories of employees:
 - .1 regular: an employee who has satisfactorily completed probation **and** who has attained a full-time position)
 - .2 casual: **an** employee who is hired **for** seasonal increases in operational requirements.

ARTICLE: 3 - SHIFTS

- .1 Shift signups shall take place every three **(3)** months or earlier if operational **changes** necessitate,
- .2 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,
- .3 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 Company.
- .4 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 equalised as much as possible,

- .5 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.
- .6 Days off for employees holding relief shifts may be adjusted to ensure the employee has four **(4) days** off in a **pay** period,
- .7 **Every** effort will be made to create the maximum number of eight **(8)** hour shifts.
- .8 The hours of work provisions shall not restrict the Company from creating **shifts** of ten (10) hours duration with three days off, should work situations warrant,

ARTICLE 4 - HOURS OF WORK

- .1 Normal working hours shall be defined **as** eight **(8)** hours per day, including two (2) paid fifteen (15) minute rest periods, one in each half **of** the shift, plus an additional one-half (1/2) hour or one **(1)** hour unpaid lunch period.
- .2 **Any** employee **who** is required to work through their scheduled meal period shall be **provided with an alternative** one half or one hour lunch period or shall receive payment in lieu at one and one half (1 1/2) times their base rate of pay,
- .3 **A** normal work week shall be five (5) work days with two (2) consecutive days off.
- .4 Casual employees' normal shall consist of a minimum of four **(4)** hours to a maximum of eight **(8)** hours.
- .5 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, unless specific terms are agreed to between **the** Company and Chief Shop Steward or designate prior to the employee being offered the work.
- .6 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 5 - WAGE ADMINISTRATION

- .1 **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.
- .2 **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 6 - OVERTIME

- .1 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.
- .2 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,
- .3 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.
- .4 Minimum Payment - employees called in on their days **off** shall be paid overtime for a minimum of four (4) hours.
- .5 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 7 - TOOLS

- .1 On January 1st and July 1st each year, the Employer shall pay a tool allowance of one hundred dollars (\$100.00) to qualified Journeyman mechanics,
- .2 The Employer shall provide tool insurance to cover actual **replacement cost** of tools and tool boxes **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 8 - SAFETY EQUIPMENT AND CLOTHING

- .1 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.
- .2 Shop employees shall, **upon** presentation of a receipt, be reimbursed an amount not exceeding sixty dollars (\$60.00) per calendar year for the purchase or repair of safety shoes.
- .3 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.
- .4 The Employer shall make available adequate rainwear and winter jackets for employees required to work in inclement weather.

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ARTICLE 9 - LAY-OFF AND RECALL

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

ARTICLE 10 - LEADHANDS

- .1 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.
- .2 Employees reporting to Leadhands shall accept direction and instruction subject to Article 22.3, Section I.
- .3 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.
- .4 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,
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.5 Leadhands' General Responsibilities

- .1 To provide direction and supervision to all employees working within this section of the agreement.
- .2 To schedule mechanics jobs and prioritize work to be performed.
- .3 To schedule equipment for servicing and maintenance in conjunction with dispatch.
- .4 To deal with contracted work and outside carriers and schedule accordingly.
- .5 To assist and aid employees under this section and make decisions regarding equipment safety when necessary.
- .6 To perform manual work as time and work circumstances permit.
- .7 To ensure the maintenance facility and equipment is locked up and secure at the end of shift (afternoons).
- .8 To ensure all work **orders**, inspection sheets, etc., **are** properly filled out and complete.

ARTICLE 11 - MISCELLANEOUS

- .1 Existing shop employees shall be given preference for apprenticeships, in order of seniority, where aptitude and qualifications exist,
- .2 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.
- .3 Employees may be temporarily assigned to perform work in any classification as required by the Employer.
- .4 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 12 - CLASSIFICATIONS AND WAGES

.1 The classifications and their respective base rate wages are:

	April 1, 1996	April 1, 1997	April 1, 1998
Leadhand			
Manager's relief	23.37	23.60	23.83
Each Day Shift.	22.35	22.57	22.79
All Others.	21.34	21.55	21.76
Journeyman			
Mechanic	20.32	20.52	20.72
Unticketed			
Mechanic	19.32	19.52	19.72
Mechanics Helper I	16.93	17.13	17.33
Mechanics Helper II	12.22	12.42	12.62
Serviceperson			
with licence	11.06	11.46	11.86
without licence	10.01	10.41	10.81
General Labourer	8.04	8.24	8.44

.2 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.

.3 Only one (1) leadhand may assume full responsibility for the maintenance facility and shall receive the respective wage rate only when **the** Maintenance Manager is absent for five (5) or more days.

.4 The Employer agrees to follow the terms of the Apprenticeship Act.

.5 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.

.6 Upon successful completion of each term, an apprentice shall receive five hundred dollars (\$500.00) per annum to cover costs of attending school.

SECTION V
COLLECTIVE AGREEMENT SIGNATURES
LETTERS OF UNDERSTANDING
and
MEMORANDA OF AGREEMENT

COLLECTIVE AGREEMENT SIGNATURES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives on this 8TH day of July, 1996.

SIGNED ON BEHALF OF THE UNION:

PA Surchill

[Signature]

SIGNED ON BEHALF OF THE EMPLOYER:

[Signature]

[Signature]


DATE: June 10, 1997

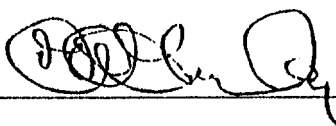
MEMORANDUM OF AGREEMENT
BETWEEN! THE GRAY LINE OF VICTORIA
AND! THE CAW-CANADA, LOCAL 4234

It is agreed that:


1. Effective October 1, 1997, the Extended Health Benefit shall commence inclusion of vision care;
2. Any employee who is currently on a W.C.B. absence which commenced prior to July 8, 1995, shall continue to receive statutory holiday pay;
3. Mr. Fraser Sim's past service credit date shall be February 3rd, 1981.
4. A Uniform Committee shall be struck to address the need for changes and/or additions to the uniform/clothing requirements of all applicable classifications.
5. The past intent of Articles shall not have been altered by the language changes made to render the Collective Agreement gender neutral.

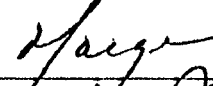
SIGNED ON BEHALF OF THE
UNION:

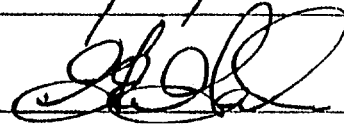




SIGNED ON BEHALF OF THE
EMPLOYER:







DATE: July 8, 1996

MEMORANDUM OF AGREEMENT
BETWEEN: THE GRAY LINE OF VICTORIA
AND: THE CAW-CANADA, LOCAL 4234

It is agreed that only the following positions shall be exempted from the Bargaining Unit:

- | | |
|-----------------------|------------------------------|
| 1 General Manager | 1 Director of Sales |
| 1 operations Manager | 1 Charter Sales Supervisor |
| 1 Maintenance Manager | 2 Administrative Secretaries |
| 1 Office Manager | 1 Parts Person |
| 1 Comptroller | 1 Street Supervisor |

In addition, one Charter Sales Clerk position, and one Parts Person position, shall each be exempt from the Bargaining Unit only for as long as each is filled by either Ms. Pam Gale or Ms. Leslie Thomas. Their absence from either of these positions, due to illness, vacation, maternity leave or suspension of the position's duties shall not cancel either of these exemptions. Also, each of them may be absent once annually from either of these positions for up to ninety (90) days.

signed on Behalf of the
Union:

B.A. Buckhill

[Signature]

Signed on Behalf of the
Employer:

[Signature]

[Signature]


[Signature]

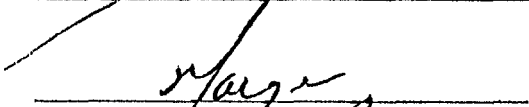
Date: June 10, 1997


MEMORANDUM OF AGREEMENT

The Employer agrees to arrange for a commercial discount for employees' footwear,


SIGNED ON BEHALF OF THE
COMPANY:








SIGNED ON BEHALF OF THE
UNION!





DATE! July A, 1996

MEMORANDUM OF AGREEMENT

BETWEEN: THE GRAY LINE OF VICTORIA

AND! THE CAW-CANADA, LOCAL 4234
(herein referred to as the Parties)

The driving staff partially relinquishes Sightseeing Escort work to qualified, Gray Line Sightseeing Clerks, subject to the following!

1. One sightseeing Clerk per scheduled Pacific Coach Lines V-1 departure (maximum 2 salespersons per day) until all employable, Victoria drivers are recalled otherwise two salespersons per scheduled Pacific Coach Lines V-1 departure (maximum 4 salespersons per day);
2. Sightseeing Clerks do remaining Sightseeing Escort work When no Victoria drivers are available;
3. Sightseeing Clerks shall be paid Sightseeing Escorts rate as per Article 18, Section III.

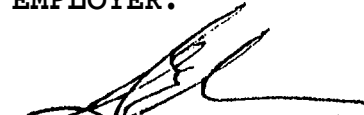
IC is further agreed that non-driving staff shall not be used in any other sightseeing tour capacity, unless mutually agreed to by both Parties,

SIGNED ON BEHALF OF THE
UNION!



CAW-Canada, Local 4234

SIGNED ON BEHALF OF THE
EMPLOYER:



The Gray Line of Victoria

**MEMORANDUM OF AGREEMENT
BETWEEN: THE GRAY LINE OF VICTORIA
AND: THE CAW-CANADA, LOCAL 4234**

For each multi-day charter which terminates at a point other than on Vancouver Island!

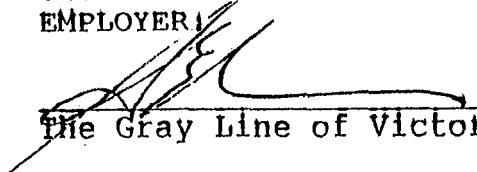
1. it may first be blocked with any other charter which later originates at a point other than on Vancouver Island)
2. if it originates at an off-island point, it may be blocked with any other work which enables the driver to catch no later than a 1900 ferry:
3. a maximum of 2 multi-day charters may be blocked. Whether or not drivers work any days between the charters, they shall be paid to a minimum of 5 hours, unless they book-off for personal reasons)

only for Asian tours originating in Vancouver and like the 1996 Wingo tours:

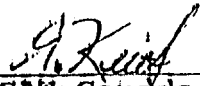
4. the number of hours of pay shall be a flat trip-rate of twelve (12) times the number of calendar days of the tour (e.g, 48 hours for a four (4) day tour, 60 hours for a five (5) day tour, etc.);
5. these flat rate hours shall begin in Vancouver and, for tours which terminate in Greater Vancouver, 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 with the timesheet, and when those hours are paid by the client;
7. for each tour, the driver shall receive one daily allowance for meals:

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

SIGNED ON BEHALF OF THE
EMPLOYER:


The Gray Line of Victoria

SIGNED ON BEHALF OF THE
UNION:


CAW-Canada, Local 4234

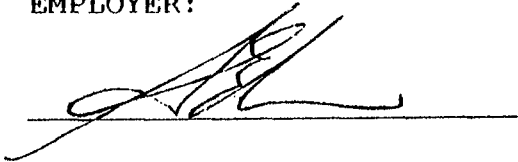
Date: May 1, 1997

**MEMORANDUM OF AGREEMENT
BETWEEN: THE GRAY LINE OF VICTORIA
AND: THE CAW-CANADA, LOCAL 4234**

With regard to the Butchart Gardens Shuttle and the Trolley services, it is agreed that:

1. the Butchart Gardens shuttle shall operate between downtown Victoria-Butchart Gardens and Swartz Bay-Butchart Gardens. The Trolley Service shall operate as a downtown loop to hotels, shopping centres, oak Bay Village, tourist attractions, etc.;
2. these services shall be in shifts of 5 to 10 hours per day, with consecutive days off assigned for the work to average as close to eighty hours per pay period as is practical;
3. drivers shall be offered, in seniority, the opportunity to sign onto shifts of Up to 6 consecutive months duration, but they shall not be forced to sign onto them;
4. shifts not signed for by the procedure in #3 shall then be offered as shifts of one pay period duration, Drivers may sign them in a 48-hour sign-up in accordance with the spareboard rules of Section III, but they shall not be forced to sign onto them!
5. for services not signed for by the procedures in #3 and #4, the Employer may hire drivers to be trained to drive only those services;
6. Drivers who sign shifts under #4 shall not be bumped. Drivers who sign under #3 and #5 may be bumped by any senior driver on lay-off, but only after Labour Day;
7. the pay rate for all drivers of these services shall be seventy-five percent (35%) of the drivers' base rate, except that it shall be seventy-five percent (75%) of the drivers' sightseeing rate for trips which require commentary;
8. the shifts shall include reasonable breaks which shall be paid;
9. Sightseeing Clerks shall be permitted to sell Butchart Gardens Shuttle tickets while at the Victoria depot location only, but shall sell tickets for the Trolley tickets while at any location;
10. these conditions shall remain in effect until the expiry of the current Collective Agreement.

SIGNED ON BEHALF OF THE
EMPLOYER:



SIGNED ON BEHALF OF THE
UNION:



DATE: May 1, 1997

MEMORANDUM OF AGREEMENT
BETWEEN! THE GRAY LINE OF VICTORIA
AND: THE CAW-CANADA, LOCAL 4234

All drivers shall perform the Westmin Mines trips under the terms and conditions of the main body of the Collective Agreement, except that the following terms and conditions shall apply to:

APPS, D.	WEBB, J.
WALDORF, G.	DICKENS, R.
MESSER, J.	BOND, A.
KRUGER, R.	SUMNER, M.

1. For the life of the Collective Agreement, these eight (8) drivers shall **have** prior signing rights to the Westmin work over all other drivers. Any of these drivers who chooses to **not** participate in a sign-up of Westmin shifts shall permanently forfeit **these** priority rights.
2. The following terms and conditions shall expire on April 1, 1998.
3. The Westmin work shall be signed for in periods of **six** (6) months duration with one six (6) month period commencing October 15 **and one commencing** April 15 of each year. Rules for sign-up of Westmin work shall be discussed between the Union and the Company. There shall be no minimum call out.
4. Westmin work shall be restricted from the bumping provisions of the Collective Agreement. Drivers shall complete the term of each sign-up.
5. Driver shifts shall be arranged to provide a minimum of one return trip between Campbell River or Courtenay and Westmin Mine. Drivers shall be required to return from the mine during **lay-overs** and not remain at **the** mine site, unless directed by Gray Line or Westmin to do so. Assignments may **be** arranged to **carry** passengers in both directions or deadhead as work requirements demand.
6. Drivers shall **'be** responsible for their vehicles when performing Westmin work. These responsibilities shall include maintaining all fluid levels, fuelling, interior and exterior cleaning and delivery to a terminal for **transfer** to Victoria for regular maintenance inspections.
7. Effective April 1, 1996, **these** drivers shall be eligible to participate in **the entire** Health Plan, except the extended health, **life insurance** and accidental death and

dismemberment benefits, Effective April 1, 1997, they shall be eligible to participate in the entire Health Plan.

8. There shall be no additional payments required for Westmin work other than is outlined in this Memorandum of Agreement.

9. The rates of pay for these drivers shall be as follows:

Run	April 1, 1996	April 1, 1997
1 nights	\$100.00	\$101.00
2 days	157.00	158.57
3 days	170.00	171.70
4 days	157.00	158.57
5-1 days	178.16	158.57
1-5 days	157.00	158.57
6-1 morning	100.00	101.00
1-6 afternoon	114.94	106.00 (May '97)
1111 weekends	167.48	169.15
7 van days	165.00	166.65
7 van nights	100.00	101.00
4x4	99.48	100.72

Trips operated on statutory Holidays shall be paid at time and one half (1 1/2) of the above rates.

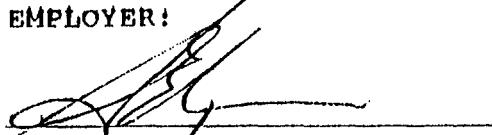
10. All of the above rates include payment for holiday entitlement and statutory holidays benefits.

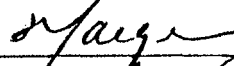
11. Each of these trips shall normally depart on its return leg within an hour of arrival at the mine site, Drivers may be directed to assist in positioning of equipment and servicing without additional pay providing total time for the shift including the additional work is 6 hours or less.

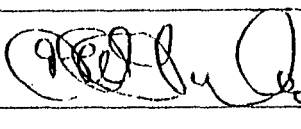
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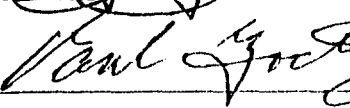
SIGNED ON BEHALF OF THE EMPLOYER:











DATE: June 10, 1997

SECTION II
OFFICE & CLERICAL EMPLOYEES

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

Payroll Clerk	Ticket Clerk
Accounts Clerk	Express Clerk
Dispatcher	Utility Clerk
Street Dispatcher	Platform Person
Information Clerk	Sightseeing Clerk
Charter Sales Clerk	

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,'

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ARTICLE 1 - WORK CATEGORIES

- .1 There shall be three (3) categories of work:
 - .1 full-time: a position performed for more than ten (10) continuous months,
 - .2 part-time: work in a classification which normally entails a maximum of thirty (30) hours per week.
 - .3 temporary: a position performed for less than ten (10) continuous months,
- .2 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,

ARTICLE 2 - EMPLOYEE CATEGORIES

- .1 Categories of employees shall be as follows:
 - .1 regular: an employee who has satisfactorily completed probation and who has attained a full-time position.
 - .2 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 3 - SALARY ADMINISTRATION

- .1 **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.
- .2 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.
- .3 **An** employee who performs work covered by another section of this Agreement shall be paid *at* the wage *rate* applicable to the classification worked,
- .4 Notwithstanding Articles 3.1 and 3.2 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.

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