

**ACADIAN COACH LINES LP**

**- and -**

**THE AMALGAMATED TRANSIT  
UNION LOCAL 1229**

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**Collective Agreement**

**2007 - 2010**

03739 (08)

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COLLECTIVE AGREEMENT  
COVERING  
MOTOR COACH OPERATORS, MECHANICS, MAINTENANCE AND CUSTOMER  
**SERVICE** REPRESENTATIVES  
"EMPLOYEES" OF  
ACADIAN COACH LINES LP

**This** AGREEMENT made as of the 1<sup>st</sup> day of July, 2007 and the 31<sup>st</sup> day of December, 2010.

BY AND BETWEEN

ACADIAN COACH LINES LP, a limited partnership constituted under the Civil Code of Quebec, having its principal establishment in the **City** of Moncton, Province of New **Brunswick** (hereinafter called "the Company"), of the one **part**,

**AND**

**THE** AMALGAMATED TRANSIT UNION LOCAL 1229 (hereinafter called "the Union"), of the other part.

WHEREAS the Company is engaged **in** the transportation of passengers **and** parcels through the operation of motor coaches in the Province of New Brunswick, the Province of Prince Edward Island, the Province of Nova Scotia, the Province of Quebec; **and**

**WHEREAS** it is the intent **and** purpose of the parties hereto set forth herein **the** basic agreement applying to all divisions of the Company governing wages, hours of work, and conditions of employment to be observed by the Company **and the** motor coach operators, maintenance and customer service representatives, employees of the Company **and to** provide procedure for the prompt and equitable adjustment of alleged grievances to the end that there shall be no illegal lock-out, slow-down, stoppage of work, walk-out or strike during the continuance of **this** agreement;

NOW THIS AGREEMENT WITNESSETH that in consideration **of** the premises **and** the covenants and agreements hereinafter expressed **and** contained, the parties hereto covenant **and** agree as follows:

## ARTICLE 1 - UNION RECOGNITION

- 1.01 The Company recognizes the Union as the bargaining representative for the motor coach operators, mechanics, maintenance employees and customer service representatives, employed by the Company hereinafter sometimes called "the employees".
- 1.02 Only the following Articles apply to casual employees: 1.01, 1.02, 2.01, 2.03, 2.04, 2.05, 5.01, 5.02, 5.03, 5.04, 6.01 (b), 6.02, 6.03, 6.05, 6.07, 6.08, 6.09, 8.01, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 11.13, 12.01, 12.02 (a) (i) (ii), 12.04, 13.04, 13.05, 13.09, 14.09, 14.10, 14.11, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 16.01, 16.02, 16.03, 16.04, 16.05, 17.01, 17.02, 17.07, 18.01, 18.02, 18.03, 18.09, 18.10, 19.01 (a) (c), 20.04, 20.06, 20.07, 20.08, 20.09, 20.10, 20.11, 20.12, 20.13, 20.14, 20.15, 20.16, 20.17, 20.18, 20.19, 22.01, 22.02, 23.01, 23.02, 23.03, 23.04, 24.01, 24.02, 25.01, 25.02, 26.01, 26.02, 26.03, 28.01, 28.02, 28.03, 28.04, 28.05

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the undisputed right of the Company to operate and manage its employees and also recognizes that, subject to the provisions of **this** agreement, the right to hire, promote, demote, suspend or dismiss **an** employee for **just** cause and to maintain discipline and efficiency of the employees is the sole function and responsibility of the Company.
- 2.02 All changes in personnel of authority shall be posted immediately in order to maintain discipline and efficiency.
- 2.03 No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, sexual orientation or political affiliation. The Company **further** commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against **by** the Company, its officers or agent because of membership in, or lawful activity on behalf of the Union.
- 2.04 In order that service will not be impaired, every motor coach operator shall obey the instructions of **a** dispatcher. Should any operator take exception to an order given **him** by a dispatcher, he shall not argue, but shall file his complaint in accordance with the grievance procedure.
- 2.05 The final responsibility of the safety of the passengers and/or motor coach will rest solely with the motor coach operator when management is not available for consultation. Under no circumstances will the operator endanger the safety of the passengers and/or motor coach by following orders or instructions that could break the law or jeopardize the safety of either.

### ARTICLE 3 – CO-OPERATION

- 3.01 Each **party** hereto shall co-operate in an unprejudiced **effort** to understand and appreciate the problems, difficulties and points of view of the other party and shall, in a spirit of conciliation and fairness, discuss and endeavour to work out solutions, mutually satisfactory and beneficial in respect to all matters coming within the scope of the agreement.
- 3.02 The parties shall establish a labour management committee with representatives chosen by each party which shall meet when needed but no less than four **(4)** times per year to discuss matters of concern.

### ARTICLE 4 - STRIKES, LOCK-OUTS

- 4.01 There shall be no strikes or lock-outs during the term of this agreement **as** per labour laws.

### ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 5.01 All employees hired by the Company shall be probationary employees until they have completed ninety **(90)** working days of service with the Company within a period of twelve **(12)** consecutive months. The Company may terminate a probationary employee if, in the opinion of the Company, the probationary employee is not suitable **for long term** employment with the Company. If a probationary employee's services **are** proving unsatisfactory, the Company **will** review the employee's case **with** the Union. A terminated probationary employee may request a special meeting with the Company to discuss the **reasons for** his/her termination and to present his/her views. The terminated employee may be accompanied by a Union steward at such meeting. **The Union** agrees that grievances regarding the termination of probationary employees will not remain in dispute beyond Step 2 of the grievance procedure except where the terminated probationary employee can show that the termination **is unlawful**.
- 5.02 "Permanent employees" are defined as **an** employee in **the bargaining** unit.

- Bid run motor coach operators
- Motor coach operators on **the** WAB
- Mechanics
- Maintenance employees
- CSR's

"Casual employees" are defined **as** an employee in the bargaining unit who works on a casual basis.

**As** a condition of employment, casuals must provide a schedule of their availability at the beginning of each month outlining their availability for that month. Casuals not available to meet Company needs may be terminated with two (2) weeks notice.

- 5.03 All employees joining the Company shall be advised they are required to **join** the Union after thirty (30) calendar days of employment and that **regular** union dues shall **be** deducted from their earnings after that time.
- 5.04 **A** check off list shall be provided to the financial secretary of the Union by the 28<sup>th</sup> day of the following month, at the same time **as** the **Company** forwards the Union dues collected to the Union.
- 5.05 The Union shall notify the employer of the names and addresses **of** its Union stewards and local Union officers whenever there is a change in such positions.
- 5.06 The Company and the Union agree that, in addition to **the** Union Executive (President, Vice-president, Recording Secretary and Treasurer), there shall be no more than four **(4)** Union stewards elected or appointed by the Union.
- 5.07 The Union shall be permitted to post notices on bulletin boards on the property of the Company. The Company shall provide bulletin **boards** for the use of the Union at appropriate locations in the workplace upon which the **Union** shall have the right to post notices relating **to matters of** interest to the Union and the employees.
- 5.08 The president, the vice-president, the financial secretary, the recording secretary of the Union and/or the Union stewards **shall be permitted to be absent from** work without pay for the purpose **of** devoting time to the interests and welfare of the Union, provided the Company can, in its opinion, cover off all work assignments during that time. Upon the written instructions **of** the Union, the Company will pay **Union** officials absent from work under this paragraph for the days the employee would normally have worked during such absence at their normal hourly rate. **The** Union will reimburse the Company for such wage **payments** on **the** basis of wages **actually** paid **in** addition to contributions **for** vacation accrual, Employment Insurance contributions, Canada Pension Plan contributions and Group Registered Retirement Savings Plan **contributions**.
- 5.09 Any employee who may be elected **as** an officer of the Amalgamated Transit Union or **as** a delegate to a convention of the Amalgamated **Transit** Union or of the Provincial **or** Canadian Federation **of** Labour shall, upon written application therefore be granted leave of absence, without pay, for same time as may be necessary to perform his duties **as** an officer or delegate and such leave of absence shall not interfere with his seniority with the Company.

#### **ARTICLE 6 – SENIORITY**

- 6.01 (a) For the purposes **of** seniority and vacation entitlement between all permanent employees, service time of a permanent employee shall be deemed to commence on the first day of employment with the **Company** as a permanent employee.
- (b) For the purpose of seniority between all casual employees, service time of **a** casual employee shall be deemed to commence on the first **day** of employment **with** the Company **as** a casual.

6.02 Seniority shall be based on continuous service as from the date of entry into the employment of the Company in the division in which he has been hired as an employee, and shall apply in each division throughout the system, **but** no transfer may be made from one division to another except with mutual consent of the Company and the Union. For the purpose **of** this article, “continuous service” will not be broken by a lay-off if the laid off employee is called in to work within **ninety (90)** calendar days of being laid off and works at least one day during such ninety (90) calendar day period. However, seniority will be suspended after the ninety (**90**) calendar day period.

6.03 In the case of employees entering the service of the Company on the same date, the manner in which seniority is assigned shall be determined by the date of application.

6.04 Periods of leave of absence shall be included in computing the seniority of permanent employees.

6.05 Seniority shall prevail within each particular classification and division in allotment of vacation periods, bidding of runs, allocation of work assignments, dealing with applications for leave of absence, laying-off employees, and re-hiring.

The divisions are Fredericton, Moncton, Saint John, Campbellton, Charlottetown and Riviere-du-Loup.

6.07 The Company shall provide **an** up to date seniority list to the Union in **January** of each year.

6.08 Each employee, including **an** employee on layoff, shall advise the **Company** in writing forthwith of **any change** of address or telephone number.

6.09 **An** employee shall lose his seniority and his name shall be removed from the seniority list and shall be considered no longer **an** employee **for** any one **of** the following **reasons**:

- (a) **the** employee is dismissed for **just** cause and **is** not reinstated;
- (b) the employee resigns or retires;
- (c) **if the** employee is laid-off and fails to return **to** work within seven (**7**) calendar days **after** he has been notified to do so by the Employer by registered mail to **his** last **known address**. It shall be the employee’s responsibility to keep the Employer informed **of** his current address;
- (d) the employee **has** been on layoff status for **a** period longer than eighteen (18) consecutive months;
- (e) a motor coach operator has one or more suspensions, cancellations or revocations of his driver’s license having a continuous duration of two (2) or more years;

- (f) a motor coach operator deliberately **fails** to advise the employer of the suspension, cancellation or revocation of his driver's license,
- (g) the employee has been absent from work for three (3) working days without justification; or
- (h) the employee **is** unable to offer any reasonable expectation of regular attendance in the foreseeable future due to **a** medical condition, after the statutory **duty** to accommodate **has** been met or such duty **has** been extinguished by the **refusal** of a reasonable offer of accommodation.

#### **ARTICLE 7 –LAYOFF AND RECALL**

- 7.01 In case of a lay-off within a Division, the employee having the least amount **of** seniority in **his** own classification will be laid off first.
- 7.02 Recall after lay-off will be made in reverse order **of** lay-off **among** those whose seniority has not been broken under Article 6.09.
- 7.03 In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position with **the bargaining unit**, the employer shall:
- (a) provide **the Union** with no **less than** two (2) weeks written notice of the proposed layoff or elimination of position; and
  - (b) provide the affected employee(s), if **any**, no less ~~than~~ two (2) weeks written notice **of** layoff, or pay in lieu thereof.

Note: When a proposed layoff results in **the** subsequent displacement of any member(s) of the bargaining **unit**, the **original** notice **of** the **Union** provided in (a) above shall be considered notice to the Union **of any** subsequent layoff.

- 7.04 In the event **of a** permanent lay-off due to the closing **of a** position, **the permanent employee may elect to resign rather than** take lay-off **status**. **In** such case, the employee shall receive one (1) week of pay at their current rate of **pay** for each full calendar year **of** service, or part thereof.

**The decision to resign has** to be given in writing to the Company before the end of the notice period provided in Article 7.03.

- 7.05 All laid off status employees will be given a tentative **return** date when laid **off**. **The** Company shall contact the laid-off employee if work becomes available prior to the tentative return date.
- 7.06 **A** notice of recall is sufficient if posted by registered mail **to** the last known address of the employee at least seven (7) calendar days **prior** to the date indicated for the employee's return to work.

## ARTICLE 8 - SERVICE RECORD AND MEDICAL REPORTS

8.01 Upon reasonable request and during normal office hours, **an** employee, accompanied **by a** Union steward if desired, shall have the right to access, review and photocopy his service record and medical examination reports **and** any disciplinary measure in his file, unless:

- (a) **It would** reveal personal information about another individual.
- (b) If the organization has disclosed information to a government institution for law enforcement or national security reasons, when the government institution has instructed the organization to refuse access or not to reveal that the information has been released.

## ARTICLE 9 - DISCIPLINE AND DISMISSAL

9.01 **An** employee ~~will~~ not be disciplined, suspended or dismissed, nor will entries be made against **an** employee's record without just cause.

9.02 **Any** disciplinary action against an employee shall be taken ~~Within thirty~~ (30) calendar days after the Company ~~has~~ knowledge of the matter in respect to which such disciplinary action is taken. Where the Company requires a longer period in order to conclude a proper investigation, the Company may request in writing **an** extension beyond the ~~thirty~~ (30) day limit. The Union must reply to the request **in writing** ~~Within three~~ (3) calendar days, such request will not be unreasonably withheld. If the Union agrees, the Company will advise the Union of the investigation's continuing progress. ~~The time limit set out above is suspended in the case where~~ an employee **is** on vacation, unpaid leave of absence, sick leave **or** on disability (group insurance **or** workplace compensation).

9.03 In each case where disciplinary action is taken, the employee will be given a written statement **of** the charges against the employee and the disciplinary action to be taken prior to **the** commencement of such discipline. However, the employee may be notified of such discipline by telephone while the written notification is in transit. Notification thereof will be furnished to the Union simultaneously therewith by telephone or in person pending receipt of a copy of the written statement that will be placed in the personnel file **of** the employee.

9.04 When an employee **is** disciplined, he shall be advised of his right to have a Union representative present at any meeting **with** the Company where discipline **is** given. However, in all cases **of** verbal **warning** for minor misdemeanours not leading to **any** disciplinary action, at Company's request, the employee concerned shall meet alone with ~~the~~ Company representative to discuss the matter.

9.05 A grievance concerning dismissal or a suspension of seven (7) calendar days or more, may be submitted at step two of the grievance procedure within fourteen (14) calendar ~~days~~ of the such dismissal or suspension.

- 9.06 The **parties will** not, in any arbitration concerning discipline or dismissal, rely on the employee's record prior to twenty-four **(24)** calendar months before the events leading to such discipline or dismissal, unless there is a repetition of the same nature of offence within the twenty-four **(24)** calendar months.

Notwithstanding this prohibition, matters prior to twenty-four **(24)** calendar months before the events leading to the discipline or dismissal may be relied upon by either party if necessary to rebut the other's allegations. **This** twenty-four **(24)** calendar month period is suspended in cases of absence of more than **thirty (30)** days such **as** leave **of** absence, disability (Group Benefits or Worker's Compensation claims), suspension or lay offs.

- 9.07 **If**, as a result of an appeal, the discipline, suspension or dismissal is revised or cleared, the record **of** the employee will be corrected accordingly and the employee will be paid for any loss **of** earnings in accordance with the decision rendered by the parties or by the Arbitrator.
- 9.08 When a Union Representative is required to represent **an** employee in a disciplinary meeting, that **Union** Representative shall be paid at straight time his linerun rate for actual time spent representing the employee or for a minimum of three **(3)** hours, whichever is greater.

## **ARTICLE 10 – GRIEVANCES**

- 10.01 A grievance under this agreement will be defined as **a** difference of opinion between the Company and the Union, or between **the** Company and **any** employee **as** to the interpretation, application, administration or alleged violation of this agreement.
- 10.02 Step one- **The** Union itself or an employee along **with** their Union representative will submit the grievance in writing **to** the Company within fourteen **(14)** calendar days of the occurrence. The Company will reply in writing within fourteen **(14)** calendar days from the filing of the grievance.
- 10.03 Step two- Within fourteen **(14)** calendar days **of** notification to the Union by the Company of having denied **a** grievance at step one, the Union must notify the Company of its intention to progress the grievance to step **two**. The Union **and** the Company designates will then meet at a time **and** place determined by the parties, but in any event, no later than **thirty (30)** calendar days from the date of the notification by the union to proceed to step **two** with the grievance.
- 10.04 Step **three- Failing a** satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration shall be given within fourteen **(14)** calendar days from the date of the meeting in step two. The notice will propose **the names** of three **(3)** different Arbitrators for consideration. The recipient **of** the notice within fourteen **(14)** calendar days will inform the other party **of** his agreement to one of the proposed Arbitrators or propose his own list of three **(3)** different Arbitrators for consideration. Should the **parties** fail to agree upon the choice of **an** Arbitrator within the time limit. the

appointment will be made by the Minister of Labour of Canada, or designate as provided by statute or otherwise, upon the request of either party.

- 10.05 The Arbitrator will hear the grievance and **will** issue a decision. Such decision is final and binding upon the Union and the Company. In no event will the Arbitrator have **the** power to change this agreement, or to alter, modify or amend any of its provisions.
- 10.06 Each **party** will pay one-half of the fees and expenses of the Arbitrator.
- 10.07 The parties may extend time limits or by-pass steps in procedures in Article 10 by mutual agreement in writing. When a party **asks** for extension in time, the other **party** must reply within five **(5)** calendar days.
- 10.08 If the Union fails to respect the time period set out in Article 10.04 to notify the Company of its intention to submit a grievance to arbitration, it will be deemed that **the** grievance has been definitively withdrawn by the Union.

#### **ARTICLE 11 - ANNUAL VACATION**

11.01 Vacation Year

The vacation calendar year shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup>.

One week of vacation is deemed to begin on Saturday to continue for seven **(7)** calendar days.

11.02 **Each** year, permanent employees shall be entitled to the following vacation:

- (a) **An** employee having less than twelve (12) months of service shall be entitled to one (1) day of vacation to be taken the following calendar year, per **month of** service to a maximum of ten **(10)** working days per year, and shall receive vacation pay equal to four percent **(4%)** of the employee's gross earnings of **the** previous calendar year in which such vacation is earned.
- (b) **An** employee **having** more than one (1) year and less **than** five **(5)** years of service shall be entitled to two (2) weeks of vacation to be taken the following calendar year and shall receive vacation pay equal to four percent **(4%)** of the employee's gross earnings of the previous calendar year in which such vacation **is** earned.
- (c) An employee having five (5) **years** or more **and** less **than** ten (10) years **of** service shall be entitled to three **(3)** weeks of vacation to be taken the following calendar year and shall receive vacation pay equal to **six** percent **(6%)** of the employee's gross earnings of the previous year in which such vacation is earned.
- (d) An employee having ten (10) years or more **and** less than twenty (20) years of service shall be entitled to four **(4)** weeks of vacation to be taken the following calendar year

and shall receive vacation pay equal to eight percent (8%) of the employee's gross earnings of the previous calendar year in which such vacation is earned.

- (e) **An** employee having twenty (20) years or more of service shall be entitled to five (5) weeks of vacation to be taken the following calendar year **and** shall receive vacation pay equal to ten percent (10%) of the employee's **gross** earnings of the previous calendar year in which such vacation is earned.
- (f) Employees who have been on sick leave or leave of absence for three (3) months or more in the previous year may have their vacation time off reduced if they wish by making written application to the Company and request the amendment asked for by the employee. The Company will then reduce that employee's time off for that year by whatever the Company will allow.

11.03 Upon termination of his employment, **an** employee shall be entitled to the following vacation pay for the year **of** termination:

- (a) An employee entitled to vacation under article 11.02 (a) or article 11.02 (b) shall be entitled to vacation pay equal to four percent (4%) of his **salary** earned during the year of termination.
- (b) An employee entitled to vacation under article 11.02 (c) shall be entitled to vacation pay equal to six percent (6%) of his **salary** earned during the year **of** termination.
- (c) **An** employee entitled to vacation under article 11.02 (d) shall **be** entitled to vacation pay equal to eight percent (8%) of his **salary** earned during the year of termination.
- (d) **An** employee entitled to vacation under article 11.02 (e) shall be entitled to vacation pay equal **to** ten percent (10%) of his **salary** earned during the year of termination.

11.04 For the purpose of vacation entitlement, **service** time of a permanent employee shall be deemed to commence on the date of last hire **with** the Company.

11.05 The term "**gross salary**" shall include all regular wages, overtime wages, statutory holiday pay, paid sick leave **as** defined in Article 14.03, **and** vacation pay.

11.06 In December of each year, employees will bid their vacation to be taken between **January** and the first (1<sup>st</sup>) Friday of June. In May, employees will bid any remaining vacation to be taken **from** the first (1<sup>st</sup>) Saturday of June to December. By the end **of** May, all vacation entitlement for the current calendar year shall be bid. Any outstanding vacation not taken due to approved absence shall be paid on the first regularly scheduled payroll following December 31<sup>st</sup>

11.07 **During** the period from the first Saturday of June to the last Friday of September of each year, motor coach operators shall only be permitted to bid two (2) consecutive weeks vacation, such bidding shall be based on **seniority**.

- 11.08 During the period outlined in Article 11.07 of each year, if there **are** less ~~than~~ five **(5)** motor coach operators in a Division, only one (1) motor coach operator at a time shall be on vacation in the Division. If there are more ~~than~~ five **(5)** motor coach operators but less than twelve (12) motor coach operators in a Division, only **two** (2) motor coach operators at a time shall be on vacation in the Division. If there are twelve (12) or more motor coach operators **in** a Division, three (3) motor coach operators at a time may be on vacation in the Division.
- 11.09 During the period outlined in Article 11.07 of each year, mechanics and maintenance employees shall only be permitted to bid two (2) consecutive weeks of vacation, such bidding shall be based on seniority. Not more than one (1) mechanic and one (1) maintenance employee shall be on vacation at any one time.
- 11.10 During the period outlined in Article 11.07 of each year, customer service representatives shall be permitted to bid two (2) consecutive weeks of vacation. Such bidding shall be based on seniority. One (1) customer service representative **in** a division may be on vacation at any one time.
- 11.11 During the Christmas holidays, for **a** three (3) week period beginning one (1) week prior to Christmas Day, the Company may grant vacation time provided in its opinion, the work can be covered.
- 11.12 With respect to motor coach operators on **a** 4 on 2 **off** schedule, vacations **may** be scheduled for the four **(4)** day period between the days off without requiring the **fifth** day to be scheduled after the **second** group of **days off**.
- 11.13 Casual employees **are** not entitled to vacation leave. Vacation accrual will be paid directly to the employee on a bi-weekly basis.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

- 12.01 Except **as** otherwise provided in this Article, every permanent employee is entitled to a holiday with pay on the following days:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour <b>Day</b>	

- 12.02 (a) No employee is entitled to be paid for **a** Statutory holiday;
- (i) on which the employee did not report for work on his scheduled day of work, unless he qualifies for a paid leave approved by the Collective Agreement; or

- (ii) on which the employee does not work and where the holiday occurs during the first thirty (30) days **of** employment; or
- (iii) on which the employee does not report to work on his scheduled work day prior to the holiday and/or his scheduled work day after the holiday, unless such absence is covered by the Collective Agreement. The onus is on the employee to validate such absence; or
- (iv) in respect of which the employee **is** unavailable to work, such **as** but not limited to;
  - unpaid **sick** leave
  - leave of absence **of** more than seven (7) days
  - workplace compensation claim (with exception of the first fourteen (14) days)

12.03 A permanent employee, who **has** worked at least fourteen (14) days during the twenty-eight (28) calendar days preceding the holiday is entitled to a holiday “floater day” to be credited to his “Statutory Holiday **Bank**” in respect **of** any holiday noted **in** Article 12.01 on which the employee does not work. In this case, the regular rate **of** pay **for** his “floater day” **shall be based** on an eight (8) hour day.

12.04 **An** employee **who** works on a statutory holiday outlined in Article 12.01 hereof shall **be** paid at time and one-half (1 ½) of the assignment **of** that **day**, **plus an** eight (8) hour statutory “floater day” at his regular rate **of** pay to be credited to his “Statutory Holiday **Bank**”.

12.05 On Statutory Holidays, motor coach operators **holding** runs that do not operate **through** no fault of the motor coach operator, shall be paid a statutory holiday day’s pay at his regular rate of pay, In such cases, there **are** no hours credited to his “Statutory Holiday **Bank**”.

12.06 An employee may take a compensable leave **of** absence **by** use **of** statutory floater day(s) accumulated in his Statutory Holiday bank. Such requests shall be made in writing a minimum of fourteen (14) days in advance **of** the requested time off. The Company will respond to such request at least seven (7) days prior to the requested leave. The Company may grant **any** such leave provided in its **opinion**, the **work** can be covered. Last minute **requests** will be considered on a first come **first** served basis. If the Company refuses the said request, the employee shall have the option to receive the eight (8) hours pay on the next pay period **or** be paid **as** per Article 12.07.

12.07 **Any** remaining “floater day(s)” in **an** employee’s Statutory Holiday **Bank as** of December 1<sup>st</sup> will be paid out at regular rate of pay on the next regularly scheduled payroll.

## ARTICLE 13 – SPECIAL LEAVE

### BEREAVEMENT

- 13.01 A permanent employee is entitled to bereavement leave Without loss of pay in the following cases:
- (a) In the event of the death of his child or his legally recognized spouse ~~with whom~~ the employee resides at the time of death: five (5) consecutive days.
  - (b) In the event of the death of his father, mother, ~~step-father~~, step-mother, brother, sister, father-in-law, mother-in-law, grandchild: three (3) consecutive days.
  - (c) In the event of the death of his grandfather, grandmother, brother-in-law, sister-in-law: the day of the funeral as long ~~as~~ he attends the service.

Bereavement leave will commence the day of death or the day **after** if the employee is at work the day of death. The Company will consider **a** further leave of absence without pay in special circumstances.

### LEAVE OF ABSENCE

- 13.02 The Company may grant leave of absence at their discretion, which discretion shall not be unreasonably exercised.
- 13.03 Leave of absence shall not be granted for the purpose of engaging in work outside the service of **the** Company unless in the opinion of the Company the leave is advantageous to both the Company and the employee.

### TRIALS, INQUESTS AND INVESTIGATIONS

- 13.04 Employees requested by the Company to attend trials, inquests or investigations or **an** employee summoned by the **Crown** to appear **as a witness** in a trial resulting **from any** information laid by the Company, shall be paid, at his or her regular rate of pay, for time lost ~~from~~ work due to such attendance and shall be reimbursed for any reasonable expenses incurred to attend the same. Any **witness** fees received by **an** employee for such attendance shall be paid to the Company.
- 13.05 Employees summoned to attend trials, inquests, or investigations **as** a result of their employment with the **Company** shall be paid at his or **her** regular rate of pay for loss of work due to such attendance. **Any** fees received by **an** employee for such attendance **shall** be paid to the company.

### **JURY DUTY**

- 13.06 Permanent employees shall suffer no loss of pay for time spent in Court for **jury** duty. The Company will, upon satisfactory proof, pay **an** employee his regular wages for the time lost less **any** amounts received by the employee in respect of his Court attendance.
- 13.07 The regular wages for a Motor Coach Operator on the Work Assignment Board (WAB) shall be the average of the employee's daily earnings exclusive of overtime for the ten (10) days the employee has worked immediately preceding the first day of jury duty.

### **MATERNITY OR PARENTAL LEAVE**

- 13.08 The Company shall provide unpaid maternity and parental leave in accordance with relevant legislation standards.

### **ELIGIBILITY**

- 13.09 Casual employees or employees on layoff are not eligible **for** any special leave **with** pay, including but not limited to bereavement leave or leave for jury duty.

### **ARTICLE 14 - SICK LEAVE**

- 14.01 Sick leave **with** pay shall be granted under the following provisions to those permanent employees who are unable to perform the duties of their position with the Company due to illness, injury or need for medical treatment for which workplace compensation lost time benefits are not payable.
- 14.02 **The** paid sick leave period shall commence on **January 1<sup>st</sup>** and end on **December 31<sup>st</sup>**.
- 14.03 A permanent employee who **has** completed his probationary period shall be entitled to four **(4) hours'** sick leave for each **month** employed. This shall be cumulative to a maximum of 80 hours, after such time the employee stops to accumulate any sick time. Accumulated sick credits will not be paid out at any future date.
- 14.04 Paid sick leave can **only** be claimed for days the permanent employee is scheduled to **work** but misses due to illness, **injury** or **need** for medical treatment for which workplace compensation lost time benefits are not payable.
- 14.05 Sick leave credits are not available for use by **an** Employee where;
- (a) The Employee is receiving sickness or disability insurance benefits, or
  - (b) The Employee has an injury that is compensable under a provincial workplace compensation claim (Worksafe/WCBPEI/CSST), including the waiting period, under any such Act.
  - (c) **The** Employee is on layoff.

- 14.06 **A** permanent employee who is unable to **work** due to illness, injury or need for medical treatment is not required to validate such absence for the first two (2) days in any calendar year. In excess of those two (2) days, the employee is required to validate such absence by submitting to the Company **a** medical certificate signed by a qualified physician.
- 14.07 Medical certificates presented with a claim for paid sick leave or **in** order to justify **an** absence must constitute evidence of a medical reason to be absent from work in order to be accepted.
- 14.08 Required medical testing which must be done during working hours is recognized as a medical reason to be absent. However, it is the employee's responsibility to justify such absence from work.
- 14.09 The company reserves **the** right to request **an** employee to see a Company appointed medical physician at any time. If this happens the fees **and** expenses will be paid in full by the Company. **An** employee who fails to comply **with** this article will be taken out of service until the requirements **are** met.
- 14.10 In the case where there is a difference of opinion **between** the employee's personal physician **and** the employer's physician, both parties can agree to refer the dispute to another physician for a third opinion. The fees and expenses of the third physician will be paid in **equal** proportion by both the union and the employer.
- 14.11 In the event of **an** accident while on duty, **an** employee shall be paid for the complete **shift** if advised by **his** attending physician not to **return** to work **that** day. Provided, however, should **an** employee be able to return to work but fail to do so, he shall not be paid for such time not worked. All accidents at **the** work place shall be reported to management immediately.
- 14.12 The amount of money anticipated to be paid by worker compensation or disability is advanced by **the** Company for up to a maximum of three (3) **weeks** from the beginning of his absence on the regularly scheduled payroll. An advance of funds shall only be made when **an** employee has submitted all documentation in support of such absence. The amount advanced by the company must be reimbursed once the employee **has** received compensation from the provider (Compensation or Group Benefits). If the total amount of money advanced by the Company is greater **than** what the employee is compensated for or if **the** employee is found to be ineligible, those amounts are deducted on each pay to a maximum amount of ten percent (10%) of **an** employee's gross **bi-weekly** pay. However, all monies must be reimbursed to **the** Company **within a** twelve (12) month period following the advance being given to the employee. In the event **an** employee is terminated either wilfully or otherwise, the balance **is** deducted from any outstanding vacation accrual or regular pay owed to **him**.

## ARTICLE 15 -- UNIFORMS

15.01 On January 1<sup>st</sup> of every year, each motor coach operators **will** be given four hundred and sixty one (**461**) points, which may be used to purchase one (1) jacket, two (2) pairs of pants, three (3) long-sleeved shirts, two (2) short-sleeved shirts, and two (2) neckties, in order to respect the regulations prescribed by the employer. Customer service representatives will be provided **with** three hundred and sixteen (**316**) points, which **may** be used to purchase one (1) cardigan, two (2) pairs of pants, three (3) long-sleeved shirts, two (2) short-sleeved shirts, **and** two (2) neckties, in order to respect the regulations prescribed by the employer.

Every year, each motor coach operator will be given additional points to be used to purchase the following:

Winter Hat – **15** points  
Winter parka – 60 points  
Windbreaker – 30 points

Motor coach operators and customer service representatives **can** then use the acquired points to purchase the following items. However they **must** use their points **to** obtain a sufficient supply of mandatory uniform items adequate **for** their duties before obtaining optional items.

Jacket	190
<b>Pants</b>	<b>55</b>
Shirts Short-sleeved	25
Shirts Long-sleeved	27
<b>Necktie</b>	<b>15</b>
Winter Hat	45
<b>Cap</b>	<b>36</b>
Winter <b>parka</b>	<b>180</b>
Windbreaker	90
Cardigan	45
Sleeveless cardigan	40
Leather coat	375

15.02 In order to receive all the points mentioned in Article 15.01 (a), the employee must have worked a minimum of one hundred and **twenty (120) days** between January 1<sup>st</sup> and December 31<sup>st</sup> of the previous year. **Otherwise** the number of points will be calculated to the percentage of days worked versus two hundred **and** sixty (260) days.

15.03 When working, **an** employee must wear the prescribed **uniform**. Furthermore, the uniform worn must be clean and in good condition and no other piece of clothing will be tolerated.

15.04 The distribution of the uniforms will take **place** once a year between February 15<sup>th</sup> and March 30<sup>th</sup>. The **employee** will be advised when the  **fittings** for the uniforms are to take place and the employee is required to attend a pre-determined fitting session.

- 15.05 When a motor coach operator or a customer service representative terminates his employment with the Company, he shall **turn** in his **complete uniform**. All points accumulated theretofore are then cancelled.
- 15.06 (a) For the period from May 1<sup>st</sup> to September 30<sup>th</sup> of each year, motor coach operators and customer service representatives may wear a short **sleeve** shirt **with** one (1) button opened at the neck, provided however, **if a jacket, cardigan or windbreaker is worn, a necktie must also** be worn. Jewels around the neck **or** necklace of **any** kind should not be apparent.
- (b) For the period from May 1<sup>st</sup> to September 30<sup>th</sup> of **each** year, customer service, representatives may wear uniform shorts provided. However, they shall be worn **with** a short sleeve shirt. When wearing shorts, **employees will** not wear **work** boots or winter socks.
- 15.07 A supply of rain coats and work gloves is to be available for use by customer service representatives.
- 15.08 The Company will make available shop coats or coveralls in terminals for the use of customer service representatives in the event work to be performed would likely dirty their **uniforms**.
- 15.09 Except **with** the written consent of the Company, an employee shall not **sell** or otherwise dispose of his uniform or any part thereof.

#### **ARTICLE 16 – PROVISIONS FOR MOTOR COACH OPERATORS**

- 16.01 Any employee required to operate a Company vehicle shall immediately advise the Company of the issuance of any ticket against such Employee under the Motor Vehicle Act which would add to the points which **any** Motor coach operator **has** against his license or the occurrence **of** any event **which** might affect the ability of or right of such Employee to drive the Company's vehicles.
- 16.02 Each such Employee, before **January 15** of **each Year**, shall provide the Company with a signed consent which authorizes **and** allows the Company to obtain the Motor coach operator's Driving Abstract (Employer form) from the Department of Motor Vehicles (and upon receiving the Motor coach operator's Driving Abstract, the Company shall provide a copy of the Abstract to the Motor coach operator).
- 16.03 Failure to do the required paperwork without reasonable excuse will subject a motor coach operator to discipline.
- 16.04 Motor coach operators shall turn in complete trip reports before taking another trip out or before taking vacation or other absences from **duty**.

16.05 Motor coach operators' eligibility for work with the Company will cease if they fail to file with the Company **log** sheets, or any other form prescribed by **Federal**, Provincial or U.S. **Law**, within the required time limit. Log sheets are to be filed daily, or immediately upon completion of any multiple day **trip**. A motor coach operator who fails to file the required forms within the time limit will be withheld from service until he is in compliance.

## ARTICLE 17 – POSTING

### 17.01 Posting

- (a) On making appointments or promotions to positions not covered by this agreement, the Company shall give **full** consideration to the qualifications of members of the bargaining unit and such openings shall be posted in all divisions for a period of ten (10) calendar days, with temporary fill-ins to be used while the position is posted. The Company will interview all applicants in the bargaining unit who **qualify** for the job.
- (b) **The** Company agrees that promotions under Article 17.01 (a), will be determined on the basis **of** ability, past performance (including customer and **staff** relations, attitude and reliability) and seniority. When ability and performance equal for the requirements **of** the job, **the** employee having the greater seniority shall receive preference.
- (c) It is understood that a **vacancy** does **not exist** when **an** Employee is absent due to vacation, sickness, disability or leave **of** absence.

17.02 An employee promoted to a position not covered by this agreement shall retain and continue to accumulate seniority with the Company on the seniority list from which promoted **for** a period of one hundred and **eighty** (180) calendar days **from** the promotion, provided that the employee continues to pay his **or** her dues **and** assessments to the **Union** throughout the one hundred and **eighty** (180) day period. In **cases** other **than an** employee so promoted being dismissed, a promoted employee, **if** released by the Company from such job at the request of the employee **or** on the Company's own initiative **during** the one hundred and eighty (180) day period, may elect to return to the bargaining unit. Such election **must** be made **within** fifteen (15) calendar days of the employee's release from the non bargaining unit position. **This** option to return to **the** bargaining unit **will** not be extended more than once to any one employee.

17.03 A vacancy for **any** lead hand position will be posted and filled in accordance with **this** Article, provided however, the Company reserves the right to remove an Employee as lead hand-at-any time if, in the Company's opinion, the Employee **is** unsatisfactory **as** lead hand. In exercising **its** discretion to **remove** an Employee **as** lead hand, the Company will not act arbitrarily, unreasonably and will act in good faith. The Union will be advised of the reason(s) why the Employee **was** considered unsatisfactory as lead **hand**.

- 17.04 When it is **known** that a regular motor coach operating assignment is to be open for more than five (5) calendar days and less **than thirty** (30) calendar days, the senior motor coach operator or motor coach operator on the Work Assignment Board at that time will be permitted to bid that assignment for the period during which the run is open. Should a maintenance or customer service representative assignment be **known** to be open for more than five (5) calendar days and less than thirty (30) calendar days, the senior employee in such classification may bid that **shift** for the period during which the assignment is open.
- 17.05 When it is known that a bid run is to be open for thirty (30) calendar days or more, it shall be offered as a temporary vacancy to motor coach operators who have not previously had the opportunity to bid such run **and** assigned to the most senior motor coach operator applying.
- 17.06 **An** employee taking a vacancy **as** outlined in Article 17.05 hereof, may **as soon as** relieved, return to the assignment he vacated, except that he will be permitted to take any position to which his seniority entitles him which may have become vacant during the time he **was** filling temporary vacancy,
- 17.07 When vacancies (except those outlined in 17.04 and 17.05) occur or a new position in a capacity covered by **this** agreement is created, employees shall be notified by bulletin not later than fourteen (14) calendar days after the position is vacant, **and** bulletin shall remain for ten (10) calendar days. Qualifications being sufficient to warrant **a trial** period, such position shall be filled on **the** basis of seniority among employees in the group **making** application for the position. The bid sheet may be **taken** down **as soon** as the senior qualified employee bids for the job. If, after a reasonable period of time, not exceeding ninety (90) calendar days, **the** employee is found incapable of holding the position, he shall revert to his former position without loss of seniority.
- 7.08 Three (3) times **a** year, the Company will provide all permanent motor Coach Operators within each division listed in Article 6.05, with the opportunity to choose between two (2) options, which is to bid on a line run or to have their name placed on the Work Assignment Board. However, all bid **runs** must be covered before a motor coach operator is provided **with** the option to place **his** name on the WAB. Such bids will become effective on **the** second (2<sup>nd</sup>) Sunday of **January**, May and September.

## **ARTICLE 18 – HOURS OF WORK AND WORK CONDITIONS**

### **Motor coach Operators**

#### 18.01 Paid Hours

Each motor coach operator will be paid with **a** total of the following hours:

In Moncton:

- (a) scheduled departure time to scheduled arrival time (less unpaid break times); plus

- (b) forty-five (**45**) minutes prior to scheduled departure **time; plus, fifteen** (15) minutes in where the trailer is in use;
- (c) twenty (20) minutes after arrival time; plus **fifteen** (15) minutes in where the trailer is in use;
- (d) any extra travel time required by weather or road conditions, mechanical failures, or other reasonable cause;

Should the Company relocate the Moncton Garage, the time provided in (b) and (c) shall be renegotiated.

Other locations:'

- (a) scheduled departure time to scheduled arrival time (less unpaid lunch break); plus
- (b) **thirty (30)** minutes prior to scheduled departure time;
- (c) **fifteen (15)** minutes after arrival time;
- (d) any **extra** travel time required by weather or road conditions, mechanical failures, or other reasonable cause;

No motor coach operator will lose pay due to delay or change caused by mechanical breakdown or snowstorms.

18.02 An unpaid break or breaks totalling up to one (1) hour shall be scheduled in a regular shift, provided that no break shall be less **than thirty (30)** minutes and that there shall be a break of not **less than thirty (30)** minutes **after** not more **than five (5)** hours **driving**. Motor coach operators on a turn-around bid run involving a layover at the **turn-around** point, may be scheduled to take up to two (2) unpaid break hours at the turn-around point. Such motor coach operators will be paid time and one-half after eight (8) driving hours or after ten (10) consecutive hours. At terminal points where connections are made with other runs and provision is not made for assistance in loading and unloading **the** motor coach, the operator will be allowed up to fifteen (15) minutes for fully unloading and fifteen (15) minutes for fully loading the motor coach **as** part of his eight (8) hour working day.

- 18.03 (a) No employees of other companies shall be used to operate Company's motor coaches while qualified Company's motor coach operators are available at straight time in the division from which such work is to be carried out.
- (b) Motor coach operators employed by the Company shall be given final opportunity to operate motor coaches in Prince Edward Island, New Brunswick and the United States of America on **any** run or charter operated by or for Acadian Coach Lines I.P

- 18.04 A bid run motor coach operator, or a motor coach operator on the Work Assignment Board covering a bid run, may be required to take any other run during the day provided that such other run will not interfere with such bid run and will not result in the total time ~~from~~ the beginning of the operator's original run that day, exceeding eight and one-half (8½) hours. Provided the Company has another motor coach operator available for such other run, such bid run operator may refuse the other run which will result in exceeding such eight and one-half (8½) hours period.
- 18.05 Any operator who has to book off because of Union business will be given any work available, in their class, at regular time after the Work Assignment Board has been used in their division.
- 18.06 A motor coach operator on the Work Assignment Board shall take at least two (2) days off, without pay, every week. Those days off are to be determined by the Company on bid sheets.
- 18.07 Motor coach operators operating on bid runs for less than ten (10) days per pay period shall be paid one (1) day's pay for each day worked on such bid runs, with overtime payable over eight (8) hours worked per day or over eighty (80) hours worked within a two week pay period in accordance with the Collective Agreement. After ~~the~~ senior motor coach operator on the Work Assignment Board ~~has~~ made his choice, motor coach operators operating on bid runs for less than ten (10) days per pay period will be granted the opportunity to exercise the right to extra motor coach operator work in their division provided that such extra work does not result in the payment of overtime by the Company, Motor coach operators on a four (4) day work week will advise dispatch by ten o'clock the previous morning if they are available for work on their fifth day. If overtime must be paid, preference will be given to the senior motor coach operator on the Work Assignment Board first, bid run operators second, and work assignment board operators third.
- 18.08 The Company shall make every effort to relieve Veteran motor coach operators who are operating inter-city runs that leave a main terminal on December 24<sup>th</sup> and not scheduled to return until later December 25<sup>th</sup>, and make every effort to prevent a Veteran motor coach operator from being dispatched from a main terminal until twelve (12) o'clock noon on December 25<sup>th</sup>.
- 18.09 Where the Company elects to make work beyond the scope of this collective agreement (such as pickup of new motor coaches or the movement of motor coaches on behalf of other employers) available to its employees, the Company will assign the available operator on the Work Assignment Board. The Company has the right, however, to decide whether the Company will perform the work and to select the division or divisions from which motor coach operators can be released for such work. When required to support training or to meet special maintenance needs, the Company may elect to assign such work to a maintenance technician.

18.10 Motor coach operators on duty, cushioning as passengers, on instructions from the Company, shall receive their applicable rate of pay, either Linerun or Charter rate. i.e. If the deadhead or cushioning portion is linked to a Charter, the applicable Charter rate will apply, otherwise the Linerun rate applies.

18.11 Female employees will have separate accommodations from male employees.

#### **ARTICLE 19 - OVERTIME, CALL BACK**

19.01 Unless otherwise provided in any article of this collective agreement, the Company shall pay overtime at a rate of one and one half (1 ½) times ~~an~~ employee's regular rate of pay.

- (a) all hours worked by employees in excess of eight (8) hours in a day or in excess of eighty (80) hours in a two week pay period shall be paid at the overtime rate of time and one half (1½) the applicable rate.
- (b) for **any** hours worked on a permanent employee's scheduled day off,
- (c) for all **hours** of work after ~~an~~ employee completes his regular scheduled shift **and** is offered by the Company to do another assignment. In such cases, the employee has the right to refuse such additional work.

19.02 When an employee is called out ~~from~~ home when otherwise not on duty, that Employee shall be paid overtime for actual time worked or for a **minimum** of three (3) hours, whichever is **the** greater.

#### **ARTICLE 20 – WORK ASSIGNMENT BOARD**

20.01 (a) A Work Assignment Board Operator is **a** permanent Motor Coach Operator ~~with~~ the Company whose name is placed in the order of his seniority on a list ~~within~~ his division in order to be offered on **a** daily basis to perform various driving requirements.

- (b) The Company will assign work in the following manner:
  - (i) The most senior Work Assignment Board operator in Moncton and Saint John (Article 20.02)
  - (ii) Bid run motor coach operators on their short week (Article 18.07)
  - (iii) Work assignment board operators at regular rates
  - (iv) **Casuals**
  - (v) Motor coach operators at overtime rates

20.02 In the Moncton **and** Saint John divisions, the most senior operator on the Work Assignment Board shall be provided with a guarantee of forty (40) hours per week. He will be provided ~~with~~ the opportunity to choose **his** assignment for his next day, first from

within their division. However, dispatch may assign specific assignments in order to reach the number of hours guaranteed during a work week.

- 20.03 All Company driving assignments shall be offered by seniority on a daily basis to the Work Assignment Board Operators. **All** operators of the WAB are required to contact dispatch on a daily basis before four (4) o'clock in the afternoon in order to choose their work assignment of the following day. If not, dispatch may bypass them. An operator within a division may choose to turn down a work assignment **as** long as there is another junior operator on the WAB available to perform the work.
- 20.04 Work assigned to casual Motor Coach Operators will be assigned **by** their seniority among the other casual Motor Coach Operators within their division. However, the Company reserves the right to assign a specific assignment to a casual should it be determined it is in the best interest of the Company in helping to have all the work assignments covered.

### **CHARTER WORK**

- 20.05 Multi day charters in excess of two days shall be posted seven (7) days prior to departure date for a period of two (2) days on a **board** accessible **to** all Motor Coach Operators within their division. If after the closure **of** the **posting** it **has** not been bid, the Company will require the least senior motor coach operator available on the WAB to take **the** charter, **This** must not result in the Company paying overtime. When it is **known** that a motor coach operator on a tour will not have the opportunity to see the newly posted charter, dispatch shall contact him.
- 20.06 If a motor coach operator is found contacting **customers** to request their approval for taking a companion on the **trip**, disciplinary action will be warranted. If a customer should offer the operator to take a companion on the charter, the Company **is** to be notified.
- 20.07 If a charter **run** requires a motor coach operator to **stay** overnight at a place other than his home, the Company shall pay his expense of sleeping accommodations.
- 20.08 **Any** reasonable and legitimate expenses paid for by **the** motor **coach** operator shall **be** reimbursed by the Company within ten (10) calendar **days of** submission **of** receipts. Any amount of less than **fifty** dollars (\$50.00) can be reimbursed from **the** home **port** terminal with proper documentation.
- 20.09 Motor coach operators on lay-off or casual motor coach operators are not permitted to market and/or operate tours for competitive operators.
- 20.10 The Company may **pass** over a motor coach operator at **the** request of the customer.

20.11 Payable Hours

- (a) Specific rules **as** set out below are to be used for determining actual hours worked by motor coach operators while assigned to a charter.
- (b) In determining payable hours worked, **the** following rules shall apply:
  - (i) One Day Charters - all hours between “call in time” **as** determined by dispatch and fifteen (15) minutes after the return of the motor coach to its resting point.

A minimum of six (6) hours is guaranteed when motor coach operators are called into work.

The Company shall pay a meal allowance:

At six (6) hours worked	<b>\$10.00</b>
At eight (8) hours worked	<b>\$10.00</b>
At twelve (12) hours worked	<b>\$10.00</b>

- (ii) Multi-Day Charters - paid in accordance with Article 28.05

20.12 When provided by the customer, motor coach operators will be provided with a detailed itinerary twenty-four (24) hours prior to charter departure.

20.13 On charters involving a change of motor coach operator en route, the secondary motor coach operator bringing the coach to the primary motor coach operator, shall take the first available mode of transportation supplied by **the** company to come back to his home terminal. In such case the motor coach operator is paid based on charter rate.

The primary motor coach operator **shall** be given not less **than** eight (8) consecutive hours off, prior to transporting the group to their final destination in respect to regulations regarding hours of driving and duty. However, on returns, when a secondary motor coach operator is required and **has** enough service hours to travel to the location of change and return to **his** home terminal, he will **be** required to do **so**.

The Company shall pay the motor coach operators meal allowance **as** per Article 20.18(a) and provide transportation and accommodation when needed for this change. The motor coach operator’s time traveling to, but not resting at the point of change counts **as** time worked in determining payable hours. However, the motor coach operator shall be paid a minimum of eight (8) hours for such day.

20.14 All motor coach operators **are** expected to be familiar with and abide by governing legislation, including regulations limiting hours of service so **as** not to accept to be on duty beyond these limits.

20.15 A motor coach operator returning from a long distance charter **may** immediately take one (1) day off, without pay at the employees discretion, for each seven (7) days on such charter trip.

20.16 In the motor coach operators division area “call in time” is determined by dispatch and commences one half (½) hour before pick up plus deadhead time between the motor coach pick up and actual pick up point.

20.17 For out-of-town charter and tour pick ups, “call in time” is determined by the tour escort or charter group leader and commences one half (½) hour before the pick up plus deadhead time between the coach pick up and actual pick up point.

20.18 Meal Allowance/Accommodations/Laundry on Multi-Day Charters

(a) The Company shall pay a meal allowance:

At six (6) hours worked	<b>\$10.00</b>
At eight (8) hours worked	<b>\$10.00</b>
At twelve (12) hours worked	<b>\$10.00</b>

Motor coach operators on Charters of three (3) days or more shall be paid a total amount of thirty-five dollars (\$35.00) per day, except for the first **and** last day of the Charter. On the first and last day of those Charters, motor coach operators will receive meal allowance based on actual hours worked.

Laundry - Motor coach operators on charter over five (5) days will receive two dollars (\$2) per day from the 6<sup>th</sup> day on to end of the charter.

Telephone Expenses – Motor coach operators may submit personal telephone expenses for reimbursement through their expense report, providing there is a receipt and he is on a long distance charter. Motor coach operators will be reimbursed for one (1) call every four (4) days away **and** the call must be of reasonable cost and length (up to a **maximum** of ten (10) minutes).

(b) All meal allowance while traveling in the USA **are** to be paid in American currency, **as** per Article 20.18 (a).

(c) Advance money for traveling expenses is to be issued at least twenty-four (24) hours prior to the Charter departure.

(d) (i) All Motor Coach Operators motel/hotel rooms while on multi-day charters or Motor Coach Operator change over, will be single accommodations.

(ii) All accommodations **must** be adequate hotel/motel room **only**.

- (iii) Cabin accommodations to be provided to the Motor Coach Operator during ferry crossings in excess of four **(4)** hours if accommodations are available. If cabin accommodations are not available, the Company will ensure that the Motor Coach Operator is provided with the best alternate sleeping arrangements on the ferry.
- (iv) The Company will reserve Motor Coach Operators' accommodations prior to the charter departure.

## **ARTICLE 21 - MECHANICS AND MAINTENANCE EMPLOYEES**

- 21.01 Mechanics and maintenance employees shall be classified according to their ability. Any employee who believes he has not been properly classified shall be entitled to make representations to the management of the Company.
- 21.02 During the continuance of this agreement, representatives of the Company and the Union shall confer for the purpose **of** reclassifying mechanics and maintenance employees and advancing them to higher wage rates in each classification, provided a vacancy exists. **A** reclassification shall be considered **as** probationary for a period of three **(3)** months. Any increase in wage rates resulting **from** a reclassification conference shall become effective for the first pay period in the month following such conference.
- 21.03 A normal work day for garage employees may be **up to** ten **(10)** working hours for a total of forty **(40)** hours per week with a half **hour** (1/2) unpaid lunch break each day worked. In the event of a change in schedule, the Company shall provide seven (7) calendar days notice prior to implementation.
- 21.04 All mechanics and maintenance employees may take a fifteen **(15)** minute paid break in every four **(4)** hour period **of** work. The time of such break shall be determined by their immediate supervisor.
- 21.05 In scheduling weekend work and holidays, the Company will endeavour to distribute **such** work on a rotation basis among employees qualified for such work.
- 21.06 Suitable sanitary conditions shall be provided in the garage for employee use. Lunchrooms shall be provided by the **Company at** the garage, and sufficient lockers shall be available for the employee's accommodation. The Company agrees the garage **is** to be kept clean and tidy.
- 21.07 It is the mutual desire of both parties that all tools and repair equipment be maintained in safe working conditions. To that end, the Union agrees to report promptly and the Company agrees to act promptly with respect to those tools and special repair equipment that become unsafe. Employees shall co-operate **by** maintaining their personal tools and equipment in safe working order.
- 21.08 To assist in maintaining personal tools and equipment in safe working order, the Company agrees to supply mechanics with a minimum of **two** approved vendors from whom they can purchase personal tools **to four** hundred dollars (\$400.00) per year.

Payment will be direct from the **Company** to the vendor. If **an** Employee terminates their employment after receiving the allowance provided for in this article, but before completing twelve **(12)** months of employment from the date of the purchase, the Employee shall repay the allowance, and such repayment shall be prorated based on the number of completed months of service in the twelve **(12)** month period following the purchase. The Company shall have the right to deduct the amount owed from the Employee's pay.

- 21.09 The Company will pay to all mechanics and maintenance employees one hundred percent **(100%)** up to a maximum of one hundred dollars **\$100.00**, towards the purchase of one (1) pair of CSA approved **work** boots per year, substantiated by receipt.
- 21.10 Every three **(3)** years, the company will provide to all mechanics and maintenance employees a winter work jacket. The employee will be responsible for the *dry* cleaning and any damage to the jacket due to negligence or misuse.
- 21.11 Mechanics on the road shall be paid meals up to twelve dollars (\$12.00) per meal substantiated **with** receipts.

## **ARTICLE 22 – CUSTOMER SERVICE REPRESENTATIVES**

- 22.01 **A** weight restriction of seventy-five **(75)** pounds for **parcel express will be** enforced. **This** restriction does not apply to baggage.
- 22.02 All customer service representatives may take a fifteen **(15)** minute paid break in every four **(4)** hour period of work. Lunch breaks **and** rest periods **shall** be taken at such times so **as** to minimize interference with customer service and **efficiency** of operations. The time of such breaks shall be determined by their immediate supervisor.
- 22.03 The Company will provide customer service representatives **with the** opportunity to bid for their preferred **shifts** at least twice a year. Customer service representatives will be given preference according to their seniority **in** the assignment of **shifts and** days off resulting from such bids.
- 22.04 It **is** also recognized that the Company may change the schedules (**shifts and days off**) at other times, such **as** when there is a reduction in the number of total hours customer service representatives are to work in a day in a division or when the Company considers training of an employee is necessary.

Customer service representatives will then **be** given preference according to their seniority in the assignment of shifts and days off, provided such assignment does not interfere, in the opinion of the Company, with the **efficient** operation of the Company.

## **ARTICLE 23 - MISCELLANEOUS**

- 23.01 It is recognized by both the Company and the Union that any employee having in his possession a paging device and/or communication device, such device shall be at the expense of the employee. It will, however, not be compulsory for any employee to carry such a device, unless supplied at the Company's expense **and** requested to do so.
- 23.02 When the male gender is used in this agreement it will be understood that it includes the female gender.
- 23.03 On line runs ending in Bangor, Campbellton and Charlottetown, when the cleaning of the motor coach is requested by the Company, the motor coach operator is to be paid four dollars (\$4.00) for such service.
- 23.03 Employees shall not use private transportation for Company business.

## **ARTICLE 24 - ALLOWANCE**

- 24.01 The Company will pay a meal allowance for a day on which a motor coach operator is unable to return to his home terminal because of weather or mechanical failure.
- 24.02 If an employee is required to work overtime for more than two (2) hours after his regular shift without being given an opportunity to go **home** for a meal, the company will provide a meal allowance of ten dollars (\$10.00) with receipts submitted and will allow such employee a  $\frac{1}{2}$  half-hour lunch break for each four **(4)** hours **of** overtime worked.

## **ARTICLE 25 – DURATION**

- 25.01 This agreement shall be in effect from the date of its signature to December **31, 2010** and shall be automatically renewed thereafter for successive periods **of** twelve (12) months unless either party requests the negotiation **of** a new agreement by giving written notice to the other **party** not less than thirty (30) calendar days **and** not more **than** one hundred twenty **(120)** calendar days prior to the expiration date of **this** agreement or any renewal thereof.
- 25.02** Where a notice requesting negotiation **of** a new agreement has been given, **this** agreement shall remain in full force and effect until such time **as** agreement has been reached in respect to a renewal, amendment or substitution hereof, or until such time **as** the parties are authorized to declare a strike or lockout under the Canada **Labour** Code, provided that this agreement may be further extended from **time** to time **by** mutual agreement.
- 25.03 After any new agreement between Company and Union has been reached, and it is written up in contract form, the Union shall have two (2) weeks to review that document before it must be signed.

## ARTICLE 26 – PAY

- 26.01 All pay **periods shall** commence on Saturday and end on Friday night at midnight. Wages shall be paid on a Friday every two weeks. All employees are to be placed on the direct deposit system.
- 26.02 The rates of pay for Employees covered by this Collective Agreement are set out in Article 28.
- 26.03 No Compounding of Overtime  
Overtime payments shall not be compounded with other overtime payments, i.e. no specific overtime hour worked shall be paid for at more than time and one-half (**1 ½**) the normal rate of pay.

## ARTICLE 27 - BENEFITS

- 27.01 The Company shall maintain a benefits package **for** permanent employees in which all employees who are entitled to such benefits under **this** agreement must participate. Participation in **the** plan is mandatory unless the employee has similar coverage through another plan. If for any reason premiums cannot be deducted **from** his pay, the employee is responsible to ensure premiums are paid in advance by the first of each month. Premiums not paid will result in cancellation of the benefit.

- 27.02 **The** Company and the Union agree to maintain, for permanent employees, the current insurance benefit package and the current premiums (**March 2006**) charged **to** the employees.

**The** Company **and** the Union, through the **Standing** Benefits Committee, will discuss the make up of **a** new benefit program while the Company will conduct **a** market search that will be presented, upon **its** completion, to the Standing Benefits Committee for implementation on January **1, 2009**.

Should **the** Company and **the** Union fail to agree on **a** new insurance benefit package prior to January **1, 2009**, the Company will have the right to implement the proposed insurance benefit program that is included in the attached Appendix **A**.

Any benefit program implemented on January 1, 2009 shall ensure that **the** total **premium** paid by the employees will not be higher than the total premium currently paid by the employees. Such level **of** premiums shall be in effect until December **31, 2010**.

- 27.03 The Company shall contribute fifty percent (50%) towards the cost **of** the group benefits plan (excluding Optional Life) for each permanent employee who participates in such plan. However, the cost-sharing for the **employees** who are currently insured under the benefit program as at the date of the signature **of** the new collective agreement shall respect the fourth paragraph of Article 27.02 provided they do not change their benefit status.

- 27.04 The Company agrees to establish a Standing Benefits Committee with Union Representatives who will meet quarterly with the intent to ensure the most cost effective program possible.
- 27.05 All employees joining the Company shall be advised by letter or pamphlet of Company benefit plans and complete any necessary forms so they will be available when the employee becomes eligible for participation in **such** plans.
- 27.06 A permanent employee shall join the pension arrangement established by the Company for such employees upon becoming entitled to be enrolled under such benefit plan.
- 27.07 It is the employees' responsibility to provide all completed enrolment forms prior to the date of implementation.

## **ARTICLE 28 - WAGES**

- 28.01 All pay periods shall commence on Saturday and end on Friday night at midnight. Wages shall be paid on a Friday every two weeks. **All** employees are to be placed on the direct deposit system.
- 28.02 The rates in effect in the Collective agreement ending June **30, 2007** will increase as follows:

July 1, 2007	-	1.5%
January 1, 2008	-	1.5%
July 1, 2008	-	1.5%
January 1, 2009	-	1.5%
July 1, 2009	-	1.5%
January 1, 2010	-	1.5%
July 1, 2010	-	1.5%

### **28.03 Charters**

Under no circumstances overtime is to be paid to **any** motor coach operator operating charters, either one day or multi-day charters.

### **28.04 One Day Charters**

Effective January **1, 2009**, pay received by motor coach operators for one day charters will be paid at a rate of fifteen dollars twenty three cents (**\$15.23**) per hour with a guaranteed minimum of six (**6**) hours. (Rate **to** be increased at the same percentage noted in Article **28.02** for periods thereafter).

### 28.05 Multi-Day Charters

Total Compensation for multi-day charters, including cleaning of motor coaches by the operators, will be paid as follows: (Rate to be increased at the same percentage noted in Article **28.02**).

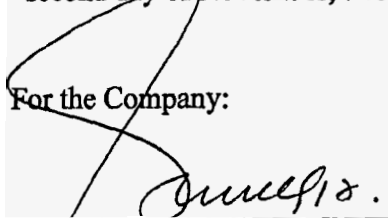
Mileage        **\$ 0.24/km**  
Or  
Day Rate        \$ 120.00/day, whichever is greater.

At points where cleaning and checking facilities are not provided and are requested by the customer, the motor coach operator is to be paid ten dollars (\$10.00) for such service.

### 28.06 Maintenance

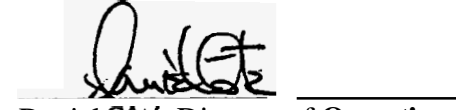
- a) For the purposes of the classification of apprentice above, period will normally consist **of** one examination period as provided under the rules and standards set out by the Provincial Department of Labour.
- b) No maintenance employee shall have **his** wages reduced below **his** present rate **as** a result of the above classification.
- c) Lead hand shall **be** paid a premium of fifty cents (50¢) per hour. In the event of **an** absence **of** the Shop Supervisor in excess of one (1) week, **an** additional premium **of** fifty cents (\$0.50) per hour shall **be** paid.
- d) **All** maintenance workers on **a night** shift shall receive **a** premium **of** forty cents (\$0.40) in addition to their regular wage rates after 4:00 pm.

IN WITNESS **WHEREOF** the parties hereto have executed **this** Agreement **on** the twenty second day of November, 200

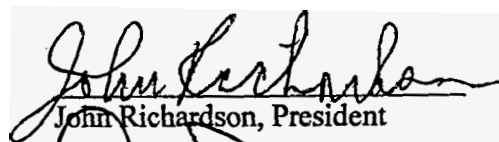


For the Company:

Sylvain Langis, President

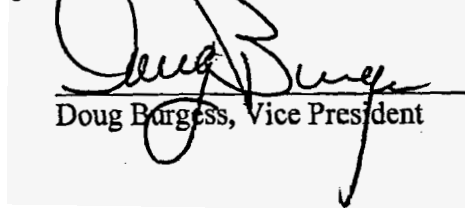


Daniel Côté, Director of Operations



For the Union:

John Richardson, President



Doug Burgess, Vice President



Acadian Coach Lines LP  
Appendix B

	MCO's - Permanent	
	Linerun	Charter
Current:	18.23	15.00
July 1/07	18.50	15.23
Jan 1/08	18.78	15.45
July 1/08	19.06	15.69
Jan 1/09	19.35	15.92
July 1/09	19.64	16.16
Jan 1/10	19.93	16.40
July 1/10	20.23	16.65

	CSR's		Mechanics		0-18 Mths	Washbay >18 Mths	(M.Saunders)	Tireperson
	0-18 Mths	>18 Mths	Certified	Non-Certified				
Current:	11.65	13.38	21.75	16.85	10.18	11.46	14.43	12.50
July 1/07	11.82	13.58	22.08	17.10	10.33	11.63	14.65	12.69
Jan 1/08	12.00	13.78	22.41	17.36	10.49	11.81	14.87	12.88
July 1/08	12.18	13.99	22.74	17.62	10.65	11.98	15.09	13.07
Jan 1/09	12.36	14.20	23.08	17.88	10.80	12.16	15.32	13.27
July 1/09	12.55	14.41	<b>23.43</b>	<b>18.15</b>	<b>10.97</b>	12.35	15.55	13.47
Jan 1/10	12.74	14.63	23.78	18.42	11.13	12.53	15.78	13.67
July 1/10	12.93	14.85	24.14	18.70	11.30	12.72	16.02	13.87

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