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SOURCE	<i>6000</i>		
EFF.	<i>23</i>	<i>12</i>	<i>23</i>
TERM.	<i>98</i>	<i>02</i>	<i>02</i>
NO. OF EMPLOYEES	<i>20</i>		
NO. D'EMPLOYES	<i>20</i>		

AGREEMENT BETWEEN:

*23/12/96
TO
02/02/98*

PREMIER PACIFIC COACH LINES LTD.

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115**

Duration: December 23, 1996 to February 28, 1998

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

PREMIER PACIFIC COACH LINES LTD.

(hereinafter referred to as the "Company")

AND :

**INTERNATIONAL UNION OF OPERATING ENGINEERS ,
LOCAL 115**

(hereinafter referred to as the "Union")

WITNESSETH: that the parties hereto agree as follows:

ARTICLE 1: OBJECTS

1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2: BARGAINING AGENCY

2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority.

2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.

2.03 **SUPERVISORS, OFFICE PERSONNEL DO NOT WORK:** - No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instruction or training of employees, emergency situations or temporary situations which will not result in the loss of hours to members in the Bargaining Unit.

ARTICLE 3: UNION SECURITY

3.01 **UNION SECURITY;** - Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain, a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.

- 3.02 **CHECK-OFF:** - The Company shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Company for such remissions and deductions when in accordance with Union instructions.
- 3.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Company for all such deductions and remissions when in accordance with Union instruction.
- 3.05 The Company shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 3.04 above.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 The right to hire employees of its choice is vested exclusively in the Company, but when the Company requires new employees, it shall so notify the Union, where practicable, so that the Union may have the opportunity to provide the Company with suitable applicants.

ARTICLE 5: DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Canada Labour Relations Board. "Employee" shall also mean a person employed in a job classification listed in Appendix " A attached hereto.

ARTICLE 6: HOURS OF WORK

- 6.01 Work will be allocated equitably within all drivers on the active payroll at any one time. The Company agrees to meet with the Union not more often than monthly to review concerns about distribution of work and to explore ways to address perceived inequities of allocation. The Company shall supply a summary of hours worked to the Union designate monthly.
- 6.02 The Company shall assign each existing driver to a tier after the spring rockies training trip. The spring rockies training trip will occur not later than April 1997.
- 6.03 The criteria for tier assignment is as follows:
- Tier Three: Fully qualified and competent in all aspects of motor coach operation. Passed written and practical tests and medical fitness, driver's abstract requirements etc.
- Tier Two: All criteria of Tier Three plus competent narration/escort ability to effectively perform narrated and escorted tours on trips within two (2) days of Vancouver.

Tier One: **All** criteria of Tier Two **and** Three plus full ability to perform narrated and escorted tours of the Canadian Rockies.

- 6.04 By April **1997**, the Company **shall** produce modules for drivers who wish to train **or** upgrade to another tier. The Company **shall** conduct Tier one **and** Tier Two training sessions so existing **new** drivers can familiarize themselves with the practical requirements of each tier.
- 6.05 The Company agrees to at least **annually** conduct evaluation sessions for employees **to** establish that they can be assigned to a higher tier.
- 6.06 In the event of **a** layoff, employees shall be laid off serially from each tier, (e.g. one from tier three, **one** from tier two and one from tier one), until the required number of positions have been achieved. In each tier, the most junior person **shall** be laid off **first and recalled** last.
- 6.07 Employees who **move** up to tier **two** or tier one **within** eighteen (**18**) months of ratification, shall move to the tier seniority **list** based on their company seniority. Thereafter, if **an** employee moves up a tier they shall be considered the **most** junior employee in the tier.
- 6.08 The drivers **shall** contact the dispatcher between the hours of 3:00 p.m. **and five** 5:00 p.m. for work available the following day.,
- 6.09 When a customer requests that **a** driver(s) to perform their work, the **company shall honour** these requests when the following criteria are met:
- (a) **all** driver requests must be made known to the company prior to fifteen hundred (1500) hours for any work the following day.
 - (b) should the work for which a driver is requested be part of a multi-day, multi-charter assignment, if the driver desires to do **any** of the work, must perform **all** of the work for the customer assignment if required to do so by the company.
- 6.10 **An** employee reporting for work at the Employer's request shall receive a **minimum** of three (3) hours pay **at** the employee's regular rate.
- 6.11 The provisions of this section (6.10) **shall** not apply if **an** employee voluntary quits; is laid **off**, or is discharged for proper cause.
- 6.12 Due to the **irregular** nature of the hours of work associated **with** the employer's business, the parties agree that entitlement **to** overtime **shall** be **determined as** per current practice **pursuant** to **an** averaging system established in accordance with the Canada Labour Code Regulations. The parties agree to set out in writing the details of the averaging system within eight (**8**) weeks of the date of ratification.
- 6.13 If in the event of **a** layoff, **a** laid-off employee may bump **an** employee in **a** lower tier who has less company seniority but the lower tier wage rate applies.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Company and **an** employee or the **Union as an** entity regarding the interpretation, application, operation, or any alleged violation of **this** Agreement, **including** any **question as** to whether **any matter** is arbitrable, it shall **be** resolved in the following procedural manner:

STEP A - The employee or the **Union**, together with such person or persons **as** he or the **Union** may wish, shall **take** the matter up with the Company **within** thirty (30) **calendar** days.

STEP B - Should a solution not be reached by step **(A)** then a Business Representative of the **Union**, accompanied by the employee if the employee or Business Representative so **wish**, shall discuss the matter with the Company. If a solution is reached, this shall be **final**. If not, the matter may be referred to arbitration by **notifying** the other party in writing within **fifteen (15)** calendar **days** otherwise the grievance will be deemed abandoned.

7.02 **GRIEVANCE - TIME LIMIT:** - Any discharged or suspended employee may, within seventy-two **(72)** hours of **his** discharge or suspension, (exclusive of Saturdays, **Sundays** and General Holidays) in writing, require the Company to give **him** the **reasons** for his discharge or suspension and **the** Company **will** give such reasons **to him**, in writing, within seventy-two **(72)** hours of such request **and** in the event of **any** dispute or difference **as to** whether or not there was proper cause for the discharge or suspension of such **an** employee, only the reasons so **set** forth in **writing**, shall constitute cause, **unless** there were circumstances not **known** to the Company through due diligence at the **time** of such discharge or suspension.

ARTICLE 8: ARBITRATION

8.01 Where the parties elect to proceed to Arbitration, the party requesting **arbitration will** name to **the** other party its selected single arbitrator in its request.

If a single **arbitrator** is not agreed upon **within** seven **(7)** days, they **shall** request the Minister of Labour for **Canada** to appoint a qualified arbitrator.

The arbitrator shall have the power to order, if he or **she** deems proper that **any** employee **who** has **been** wrongfully suspended, discharged or otherwise disciplined, **shall be** reinstated or the penalty reduced **with** or without **loss** of pay and with **any** other benefit under **this** Agreement which he or **she** may have **lost**. The decision of the arbitrator **shall** be binding on **both** parties.

8.02 Each party **shall** pay its **own costs** and fees and **the** expenses of its representatives **and** witnesses.. **The** fees **and** expenses of the Arbitrator **shall** be shared equally between the parties.

8.03 In the event of **an** Arbitrator being appointed, it is agreed by **both** the **Union** and **the** Company, **that** the arbitrator **shall** be requested to hand **down** his or her **decision** within ten (10) days, or **as soon** thereafter **as** may conveniently be arranged.

8.04 The Company **and** the **Union** may mutually agree **in** writing to waive **any** of the time **limits** set out in **this** Article.

8.05 All time **limits** contained in **this** article shall be considered working days exclusive of Saturdays, Sundays **and** General **Holidays**.

ARTICLE 9: SENIORITY

9.01 **SENIORITY LIST:** - The Company **shall** at least once every **six (6) months**, post in a conspicuous place on its premises **an** up-to-date **list** of all employees covered by **this** Agreement **showing** the date when each commenced his employment **with** the Company and seniority within the classification/tier. The Company shall **forward** to the **Union** a copy of each list on the **date** of its **posting**.

9.02 **PROBATIONARY PERIOD:** - When a **new** employee is hired, it is agreed that he shall be on probation for **thirty (30)** working days and during **this** period **seniority will** not be applicable. When the probationary period is completed seniority will commence from the date of hiring.

9.03 **EMPLOYEE - RE-EMPLOYMENT:** - **An** employee re-entering the employ of **the** Company within twelve **(12) months** after his right to recall has expired shall not be subject to another probation period.

9.04 **LAY-OFFS:** - The Company shall give at least forty-eight (48) hours' notice on layoffs, exclusive of Saturdays, Sundays and General Holidays.

9.05 **SENIORITY RETENTION:**

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff.
- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such layoff.

9.06 **RECALL:** - When vacancies occur, the Company shall rehire laid-off employees in reverse order of layoff, according to their seniority within tiers and the principle of last man off, first man on shall prevail.

The Company shall contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off. Failure to respond to recall within three (3) days after being contacted by either of the above means shall result in loss of seniority.

ARTICLE 10: VACATIONS

10.01 Employees will receive vacations and be paid for the vacation in accordance with the following Schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	..	4%
Over one year but less than five	2 weeks	4%
Greater than five years	3 weeks	6%

10.02 A year of continuous service shall be a twelve (12) month period commencing on the employee's anniversary date and during which the employee has worked at least fifteen hundred (1500) hours.

10.03 Vacation pay shall be based upon the gross wages earned by the employee during the last year of continuous service.

10.04 Employees whose employment is terminated prior to completing a year of continuous service for vacation purposes shall receive the appropriate percentage of the gross wages earned during the vacation year to date.

10.05 Employees shall take their vacation during the Employer's slow periods, if at all possible, and subject to operational requirements.

Vacation requests will not be unreasonably refused.

10.06 **VACATION PAY - STATEMENT OF:** - Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions, or anything of a monetary value on which the

employee has to pay income **tax**, and **also** a cheque for the proportionate **vacation** pay the employee is entitled to.

10.07 **VACATIONS - SCHEDULE CHANGE;** - An employee's scheduled vacation period shall not be changed by the Company **within** the one (1) month period immediately preceding the **start** of the vacation period without the consent **of** the employee concerned.

10.08 **VACATIONS - REQUIREMENT TO TAKE;** - Each employee shall be required to take the **full annual** holiday period **that** he is entitled to under the provisions of this Agreement or be paid out at layoff or **the** employee's anniversary date.

10.09 **VACATION ENTITLEMENT - RELATED TO STATUTES;** - The entitlements of **an** employee under **this** section shall at **no** time be less beneficial **than those**, he would be entitled to under the provisions of **any** Federal **legislation** or any orders or regulations made thereunder.

10.10 **VACATION E_____**

Eligibility for vacations shall be maintained, but not accumulated during absence:

- (a) **due** to temporary illness or non-occupational accident **exceeding** twenty-six (26) weeks;
- (b) with authorized leave of absence;
- (c) due to layoff without recall, for a period **not to exceed** twelve (12) calendar **months**.

10.11 Eligibility for vacations will be maintained **and** accumulated during **absence** due to:

- (a) a compensable accident;
- (b) serving in **the** non-permanent Armed Forces of Canada;
- (c) temporary **illness** or non-occupational accident not exceeding twenty-six (26) weeks.

ARTICLE 11: GENERAL HOLIDAYS

11.01 **The** Company shall give to each employee a holiday with pay **on** each of **the** designated General Holidays. **For** each such holiday **an** employee **shall** be paid eight (8) hours pay **at** his classified rate of pay. **An** employee shall receive such holiday pay even if the holiday **falls on** a Saturday, Sunday or **an** employee's weekly day **off**. The designated General Holidays shall be:

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

and any other holiday declared, proclaimed or celebrated, subsequent to ratification, by the Federal **and/or** Provincial Government **will** be paid for.

11.02 **GENERAL HOLIDAYS/PAYMENT;** - General Holidays will be paid if **an** employee works **within** the fifteen (15) day period preceding the General Holiday.

11.03 **GENERAL HOLIDAY - DURING VACATION;** - When a General Holiday **falls** within **an** employee's scheduled vacation, he shall receive the pay of a **normal shift** for the holiday in addition to **his vacation** pay, or a day **off with** pay in conjunction with **his** vacation.

ARTICLE 12: WAGES

- 12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in even if the employee is working in a lesser classification. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.
- 12.02 **PAY STATEMENT:** - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- 12.03 **ACCIDENTS - PAY TO EMPLOYEES:** - Employees who suffer a personal injury while on the job shall receive their normal daily pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job that day to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.

ARTICLE 13: SAFETY

- 13.01 The Company shall operate in accordance with the National Safety Code, the Ministry of Transport, the Workers' Compensation Act and other regulatory bodies pertaining to safety, driving standards and employee safety.
- 13.02 It is to the mutual advantage of the Company and the employee that employees do not operate vehicles which are not in safe operating condition.
- 13.03 Drivers shall be responsible for reporting any and all known vehicle mechanical faults during the time assigned to the vehicle. Forms provided for this purpose must be completed by drivers during their shift and distributed in the established manner.
- 13.04 Drivers shall immediately make a verbal report to the Manager/Supervisor on duty, of any mechanical defaults which they consider hazardous to the safe operation of the vehicle.
- The Manager/Supervisor will consider the severity of the reported fault together with any historical data on the vehicle to determine what course of action need be taken.
- 13.05 Any mechanical faults which are considered by either the driver or a Manager/Supervisor as hazardous to the safe operation of the vehicle shall be reported to the maintenance supervisor as quickly as possible, or if he/she is not available, to a Company mechanic.
- 13.06 Any vehicle deemed unsafe by the fleet maintenance supervisor or if he/she is unavailable, a Company mechanic, will be parked until repairs have been completed.
- 13.07 The fleet maintenance supervisor or, if unavailable, a Company mechanic shall decide whether or not a vehicle is serviceable. Where neither the fleet maintenance supervisor or a Company mechanic can be reached, the vehicle shall, in consultation with the Manager/Supervisor, be parked.
- 13.08 A Safety Committee will be established in accordance with the regulations of the Canada Labour Relations Code and the structure and functions of the Committee will be as defined in the General Accident Prevention Regulations.
- 13.09 The Company shall provide a first aid kit accessible to all employees.

ARTICLE 14: LEAVE OF ABSENCE

14.01 UNION SERVICE:

- (a) The Company shall not unreasonably refuse to allow time **off** work without pay for any employee **who** is **serv**ing on a **Union** committee for purposes of discussions **with** the Company, or serving **as** a **Union** delegate to any conference or function, provided all requests for time **off** are reasonable and do not interfere **with** the proper operation of the business.
- (b) No employee who **acts** within the scope of this subsection shall lose **his** job or be discriminated against for **so** acting.

14.02 LEAVE OF ABSENCE DUE TO INJURY:

- (a) When **an** employee suffers **an** injury, whether **on** the job or not, or **suffers** any illness preventing him from reporting to work, he **will** automatically be granted leave of absence **until** such time **as** **his** doctor states he can return to work. If the leave becomes excessive **the** Company may request **an** independent medical report by **a** doctor **mutually** agreeable by the Company **and** the **Union** at the Company's expense.
- (b) When any employee suffers **an** injury or illness which requires **his** absence, he shall report the fact to the Company **as soon as** possible, prior to **his** actual starting time, so **that** adequate replacement may be made if necessary.

14.03 LEAVE OF ABSENCE - APPLICATION FOR: - If an employee desires **a** leave of absence for reasons other than those referred to **in this** Section, he **must** obtain permission, in writing, for **the same** from the Company, **a** copy **to be** supplied **to the Union**.

ARTICLE 15: GENERAL PROVISIONS

15.01 INJURY REPORT: - **An** employee suffering injury while in the employ of the Company must report to the **first** aid attendant immediately, or **as soon** thereafter **as** practicable, and also report to that department **on returning** to work.

15.02 WASHROOM FACILITIES: - Adequate washroom facilities **will** be provided by the Company and kept in sanitary **condition**. Employees **will** cooperate by observing **the** simple rules of cleanliness.

15.03 WATERLESS HAND CLEANER: - Waterless hand cleaner **shall** be supplied **at all** mechanical operations covered by this Agreement.

15.04 The Company reserves the right to make rules providing **such** rules are **not** inconsistent with this agreement. Once made, copies will be provided to **all** employees **and** the **Union**.

15.05 UNIFORMS: - It **shall** be a **condition** of employment that employees adhere to a **dress** code. The Company shall refer the employees to the supplier of the Company's choice. Clothing purchased from this supplier that conforms to the dress code **shall** be **fifty** percent **(50)** reimbursed by the Company up to **and including** the **following** items:

- 2 pairs of slacks - grey
- 1 navy blue blazer
- 4 shirts - white
- 2 ties - solid burgundy
- 1 sweater - burgundy

every twenty-four (24) ~~month~~ period or when proof of clothing requiring replacement is provided to the Manager.

Employees shall be responsible for the replacement of ~~lost~~ or abused uniform components.

It is agreed ~~that~~ this list may be modified by mutual agreement between the Company and the union.

15.06 **LUNCH ROOM:** - The Company will supply suitably enclosed heated accommodation where employees may have their lunch.

15.07 **REST PERIODS:** - An employee shall be granted **two (2)** ten (10) **minute** breaks during the course of each **shift** - one (1) in each **half** of the **shift**. An employee shall be granted a **ten (10)** minute break after each **two (2)** hours of overtime he works in any day. If an employee is working off the Company's premises, these periods shall be increased to fifteen (15) minutes. It is recognized **that** drivers may take their breaks as their schedule dictates.

15.08 **CLEAN UP:** - Employees shall be allowed a minimum of five (5) minutes personal clean-up time each **shift**, such time to precede the end of the **shift**.

15.09 **SHOP TEMPER** ——— - **With** the co-operation of employees, the Company will attempt to maintain shop temperature above 50 degrees Fahrenheit (10 degrees Celsius) during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -20 degrees Fahrenheit (-29 degrees Celsius), unless adequate protection and some **form** of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.

15.10 **SHOP STEWARD:**

(a) The **Union** may elect or appoint a Shop Steward or Shop **Stewards** to represent the employees and the **Union shall notify** the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer **any** discrimination by reason of holding such office.

(b) When the Company for **any** reason finds it **necessary** to lay **off** or terminate a Shop Steward, the Business Representative of the **Union** shall be notified prior to such termination.

(c) Upon receiving **permission** which shall not be **unreasonably** withheld from Management, authorized agents of the Union shall have access to the **Company's** premises during **working** hours for the purpose of adjusting disputes, **investigating** **working** conditions and ascertaining that the Agreement is being adhered to in the operation.

(d) The Shop Steward shall be allowed reasonable time during **working** hours to carry out **his** duties. **Any** employee being reprimanded by **the** Company shall have the right to request **that** the Shop Steward be in attendance, subject to the stewards reasonable availability.

15.11 **PICKET LINE:** - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket **line** which has been legally established as a result of a **bona fide** labour dispute between a recognized Trade **Union** and an Employer with whom the picketing **Union** has a dispute.

15.12 **BONDING:** - If, at **any** time, the Company requires an employee to be bonded by an individual bond, the **cost** of such **bonding** shall be **assured** by the **Company**. An employee shall **not** fill out the required **bonding** application form until such application form has been sanctioned by the **Union**.

15.13) **SUB-CONTRACTING:** • The Company shall contact the Union prior to any sub-contracting of work. The parties shall meet to discuss and explore ways to maintain work within the bargaining unit.

In any event, no sub-contracting shall result in the layoff or non-recall of members of the bargaining unit.

15.14 **NOTICE BOARD:**

(a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.

(b) The following information shall be kept in a central location, readily accessible to the Shop Steward:

1 - Seniority List;

2 - Copy of the Agreement;

Any employee requiring such information shall contact the Shop Steward for same.

15.15 **SEVERANCE AND LAY-OFF PAY:**

(a) If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

15.16 **BEREAVEMENT PAY:** • If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this Section.

15.17 **JURY DUTY:**

(a) All time lost by an employee due to necessary attendance on jury duty, or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, or in completing his driver's test required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be granted an automatic leave of absence.

(b) An employee serving on jury duty shall be paid by the Company, up to a maximum of fourteen (14) calendar days per year, at the rate of pay applicable to said employee.

(c) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.

15.18 **DISMISSED OR IMPROPER CHARGES:** • When a charge is laid against an employee, such charge arising while the employee was acting within the scope of his employment with the Company shall be defended by the Company through the Legal Firm of the Company's choice.

15.19 ARTICLE HEADINGS: - The Article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

15.20 EDUCATION FOR UPGRADING: - The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work.

The Company will be consulted prior to the employee incurring the obligation.

15.21 CELLULAR TELEPHONES: - The Company shall supply cellular telephones to all drivers. It is understood that calls made or received are for business related or emergency purposes only.

15.22 PER DIEM: - The drivers per diem expense reimbursement will be twenty dollars (\$20.00) Canadian or twenty dollars (\$20.00) American depending on the country where the overnight occurs. The per diem will be paid based upon "nights" away from home.

If a driver returns to base from an overnight out-of-town trip, the per diem will apply to the last day.

15.23 OUT OF TOWN ACCOMMODATION. - The Company shall attempt to provide reasonable single accommodation wherever possible. However, it is recognized that it may not be possible for the driver to stay at the same hotel as the tour group.

ARTICLE 16: TECHNOLOGICAL OR PROCEDURE CHANGES

16.01 If the Company introduces a technological change that will affect a Significant number of employees in the bargaining unit:

- (1) The Employer will provide sixty (60) days advance written notice of the technological change to the Union. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular employees who will be terminated as a direct result of the technological change.
- (2) The Employer will, upon the request of the Union, meet with the Union as soon as possible after providing the above notice in order to discuss the technological change.
- (3) The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of technological change, but whose seniority may entitle them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.

16.02 Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.

ARTICLE 17: JOB POSTING

17.01 PROMOTION: - When new jobs are available, wherever possible, the Company will promote employees to a better paying job, seniority, qualifications and ability to be considered

- (a) Drivers moving up a tier shall be on probation for thirty (30) days worked in the new tier. During that time they may receive the lower tier rate.

17.02 JOB POSTING:

- (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job.

- (b) Employees desiring such job **shall** then apply, in writing, **within thirty-six (36) hours** of such posting, except **that** employees on **vacation** or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who **has** the **ability** to do the **job**, subject to the Technological or Procedure Changes Article of **this Agreement**? **shall** receive such **job**.

17.03 **NEW JOB CLASSIFICATION:**

- (a) When a new **job** classification is introduced which is not included in the **list** of classifications in Appendix "A", the **Company** and the **Union** **shall** promptly negotiate a wage rate for such classification.
- (b) Every effort **will** be made **by** the Parties to conclude negotiations **within** thirty (30) days, but in any event, the **rate** established shall be retroactive to the day **the** new job commenced.
- (c) **In** the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a **single** Arbitrator agreed upon between the Parties. **Failing** such agreement, either **Party** **at** any time **may** call upon the Federal Minister of Labour to appoint **an** Arbitrator.

ARTICLE 18: REASONS FOR DISCIPLINE

18.01 Seniority shall be lost and employment terminated if:

- (i) violation of **sexual** harassment policy;
- (ii) **an** employee **has** three (3) preventable accidents in any **twenty-four (24) month** period;
- (iii) any unauthorized **use** of company credit card;
- (iv) **failing** to report **an** accident;
- (v) use of alcohol or impairing **drugs** **within** ten (10) hours of **driving** or at **any** time while **on** duty.

18.02 Employees shall be suspended without pay if:

- (i) **fails** a road/written test;
- (ii) accumulates **at any** time nine (9) or more drivers licence demerit points or has three (3) or more **traffic** violations in **any** twelve **(12) month** period.
- (iii) **fails to** maintain a **valid driver's licence**.

If the situation causing suspension is not remedied **within** twelve **(12) months** i.e. points reduced to less than nine **(9)**; or test passed etc., then **seniority** and employment terminated.

ARTICLE 19: SAVINGS CLAUSE

19.01 No employee, who prior to the date of **this Agreement** **was** receiving more **than the** rate of wages **as** set out in the **Schedule(s)** attached hereto or working **less hours** **than** stipulated **in** this Agreement, **shall** suffer a reduction of wage **rate** or increase in **hours** worked per week because of **the adoption of this Agreement**.

19.02 **Nothing** herein contained shall preclude higher wages being paid to employees of special ability.

19.03 C If any Article or section of *this* Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

19.04 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 20: DURATION



20.01 This Agreement shall be in full force and effect from and including December 23, 1996 to and including February 28, 1998, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date February 28, 1998 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall commence lawful strike action, or the Company commences a lawful lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed this 15 day of January, 1997

PREMIER PACIFIC COACH LINES LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

[Handwritten signature]

[Handwritten signature]

APPENDIX "A"
CLASSIFICATIONS and WAGE RATES

	<u>December 23, 1996</u>	<u>December 23, 1997</u>
TIER ONE:		
First year *	\$11.50	\$11.61
Second year	12.50	12.63
Third year	13.50	13.64
Fourth year *	14.50	14.65
TIER TWO:		
First year	10.50	10.61
Second year	11.50	11.61
Third year	12.50	12.63
Fourth year *	13.50	13.64
TIER THREE		
First year	9.50	9.60
Second year	10.50	10.61
Third year	11.50	11.61
Fourth year	12.50	12.63
UTILITY RATE	9.00	9.10
(For non-driving duties or non-revenue producing driving such as vehicle delivery - such work shall be on a voluntary basis.)		

* Year means year of service with the Company.

Everyone will be red-circled if wage rate on ratification is higher than that set out in this Appendix, until wage rate set out herein exceeds their current wage rate.

All employees shall, upon ratification, receive a one-time signing bonus of two hundred dollars (\$200.00).

APPENDIX "B"

MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

PREMIER PACIFIC COACH LINES LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

RE: MAINTENANCE SUPERVISOR

The parties agree ~~that~~ the position of Maintenance Supervisor, currently occupied by Allan Dyck, is managerial and excluded ~~from~~ the bargaining unit.

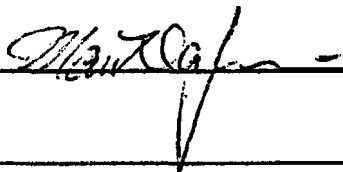
Should the Employer employ any other maintenance employees, it is agreed ~~that~~ they shall be within the bargaining unit and the parties shall meet to negotiate a wage rate and other required terms and conditions as appropriate.

If the parties cannot agree on a wage rate, the ~~matter~~ may be referred to arbitration and the arbitrator shall have the power to determine the appropriate wage rate and other required terms and conditions, effective the date of hire.

Signed this 15 day of January, 1997.

PREMIER PACIFIC COACH LINES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115





APPENDIX "C"

MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

PREMIER PACIFIC COACH LINES LTD.

AND :

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

RE: OPERATION OF ARTICLE 6.07

For the employees on the Employer's payroll on the date of ratification, the Employer agrees that those employees shall, notwithstanding Article 6.07, be the last employees laid off in the event of layoff, provided they have the required skills and abilities to perform the work required.

This Memorandum of Agreement expires eighteen (18) months after the date of ratification.

Signed this 15 day of January, 1997

PREMIER PACIFIC COACH LINES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

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Brian Colburn

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