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COLLECTIVE AGREEMENT

BETWEEN

**LIDLAW TRANSIT LTD.
PRINCE GEORGE BRANCH**

AND

TEAMSTERS LOCAL UNION # 31

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PRE-AMBLE

The **general** purpose of this Agreement is to secure *for* the **Company** and the **employees** the full benefits of orderly and legal collective bargaining and to ensure to the fullest extent: **possible** the safety and physical welfare of **the** employees, economy of **operation, quality** and quantity of output and protection of property, It is recognized by this **Agreement** to **be the** duty of the **Company and** the employees to cooperate fully, individually and collectively **for** the advancement of such conditions. It is hereby mutually agreed as follows:

ARTICLE 1.00 – BARGAINING AGENCY & RECOGNITION

- 1.00 The **Company** **recognizes** the **Union** as the **sole** collective bargaining agent of the **employees** covered by this **Agreement**. This **Agreement** shall cover and be binding on all **employees** of the **Employer** as described in the certification as issued on September 20th, 2001. **Properly accredited officers and** committees of **the** **Union** **shall** be recognized by the **Company** in discussing any **and** all **matters affecting** the relationship between the **Company and** the employees who **are** members of the **Union** and are affected by this **Agreement**.
- 1.01 The **Union** shall provide the **Company** with **the** names of the officers, representatives, **job** stewards **and** committee **members**.
- 1.02 Officers and authorized **representatives** of **Teamsters Local 31** **will**, have access to the **Employer's** premises to **conduct** legitimate **Union** business during working **hours**. **Union officers** and representatives shall notify the **manager** on duty of their presence.

ARTICLE 2.00 – UNION MEMBERSHIP

- 2.00 All bargaining unit employees shall, as a condition of continued employment, become members of the **Union** and maintain their membership in good standing,
- 2.02 Each new bargaining unit employees shall become a member of the **Union** within seven (7) calendar days from the date of hire and shall remain thereafter a member of **the** **Union** in good standing as a condition of continued employment with the **Employer** in any job classification **covered** by this **Agreement**.
- 2.03 Any member **who fails** to maintain their **membership** in good standing in the **Union**, as determined by the **Union**, **shall be** discharged after ten (10) **calendar** days written notice to the **Employer** by the **Union** of **the employee's** failure to maintain their membership in good standing.

- 2.04 'Provided that should the Union notify the Employer, in writing, within the said ten (10) calendar day period that the member ~~is~~ **again** a member in good standing, ~~the original~~ discharge notice to the Employer shall be deemed to ~~be~~ null and void **and** accordingly, the said ~~member~~ shall not be discharged.
- 2.05 **Union dues check-off**
The Employer shall deduct from the pay of each bargaining unit employee covered by this Agreement regular monthly dues payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within fourteen (14) calendar days from the pay period in which the **deductions** were **made**. All bargaining unit employees **shall**, as a **condition** of continued employment, complete ~~an~~ authorization form providing for the deduction from their pay ~~of any~~ amount equal to the regular monthly dues payable to ~~the~~ Union as described above. Such authorization forms shall be provided to the Employer by the Union.
- 2.06 **Union Bulletin Board**
The Employer shall provide a bulletin board for the exclusive use of the Union. The Union will provide the Employer with copies of all notices posted by the Union. **The Employer will provide the Union with copies of all notices posted on the Employers bulletin boards. The Union agrees not to post political or controversial notices that are detrimental to the Company.**
- 2.07 **Union Logo**
Union **members** shall **be** entitled to wear a lapel **pin displaying the Union Logo.**

ARTICLE 3.00 – MANAGEMENT OF THE WORK FORCE

- 3.01 Pursuant to ~~the~~ provisions ~~of~~ this Agreement, the management **and** control of the Company and **the** direction of **working** forces, including the right to plan, processing the kind and operation of machinery and equipment, the right to hire, suspend, maintain discipline and discharge for just cause, promote, demote, transfer, layoff, the right to introduce or improve service reliability are vested exclusively **in** the Company. The Company reserves the right to vary, change, add or eliminate runs.
- 3.02 The Union agrees that it will cooperate fully with the efforts of the Company to maintain or improve the **skill**, efficiency, ability **and** production of working forces, **the** quality of **its service** **and** the methods and facilities of production, subject to the provisions of this Agreement.
- 3.03 **The Employer agrees** that its rules, regulations and **requirements** shall be limited to matters pertaining to **the work required** of each employee,
- 3.04 Each **employee** shall keep the **Employer** informed of his/her current address **and telephone number**. **Any employee on** layoff shall **also** keep the office of

the Employer informed of his/her whereabouts so that he/she may *be* readily located for recall.

ARTICLE 4.00 -- BARGAINING UNIT WORK

4.01 Bargaining unit work shall not be performed by non-bargaining unit employees beyond the current practice when a bargaining unit member is available. When a non-bargaining unit employee does perform bargaining unit work, they shall do so only until such time as a bargaining unit member becomes available.

4.02 Contracting Out

The Employer agrees that it shall not contract out bargaining unit work which would result in the reduction of hours of work or the laying off of employees within the bargaining unit.

ARTICLE 5.00 -- PROBATIONARY PERIOD

5.01 All newly hired employees shall be considered as probationary employees for the first sixty (60) days worked from their date of hire, during which time the Employer shall determine their suitability for continued employment. The probationary period may be extended by mutual consent of both Parties to a maximum of ninety (90) days worked. The probationary period shall not extend beyond eighteen (18) calendar months from the employee's date of hire.

The Employer may discharge a probationary employee during his/her probationary period.

The probationary employee shall be notified of the reason they are let go by the Company in writing.

5.02 An employee who successfully completes her/his probationary period shall become a regular employee and shall be notified, by the Employer in writing, at the completion of their probation of their regular employee status,

5.03 Spare drivers who complete their probationary period and subsequently obtain permanent employment shall not be required to serve a second probationary period.

5.04 Notice of new Hires and Termination

The Employer shall forward to the union office the name and address of each newly hired or the name of each employee who has ceased employment, within seven (7) calendar days of hire or termination. The Employer agrees to advise all newly hired employees to the fact that this Agreement is in effect, particularly the conditions of employment dealing with Union membership and dues check-off. In order to comply with the foregoing, the Union shall provide the Employer with union membership application forms which each newly

hired employee **shall** be required to complete prior to **actually** commencing work for the **Employer**.

ARTICLE 6.00 – LEAVES OF ABSENCE

6.01 General leaves

The Employer may **grant** a leave of absence for a **period of up to three hundred and sixty five (365) calendar days**.

Such request shall be given in writing to **the** Employer with at least seven (7) working days notice except in case of **emergency**, and **leave shall** be without pay or loss of seniority. The employer **agrees** to give **reasonable** consideration to **such requests** and to grant **same** in accordance to the **needs of its operations and the demands of its business**.

The Union shall receive a **copy of all approved leave(s) of absence**.

Employees shall not be given a leave of absence to **work elsewhere**, Employees may be granted a **leave of absence to work** outside of the bargaining unit for **Laidlaw**, **for** a maximum of twelve (12) **months without loss of seniority**.

6.02 Leaves of Absence for Union Business Without Pay

Upon reasonable notice, the **following** leaves of absence without pay but without loss of seniority shall be granted insofar as the proper operation of the **Company** shall permit. **Such** leaves of absence shall not be unreasonably denied by the **Employer**. The Union **will** limit the **number of employees on** leave of absence for Union business to a maximum of **two (2) at any one time**, **however this number may be increased by mutual agreement** between the Parties.

- (a) employees **electe**d or appointed **by** the Union to attend conventions of the Union or other bodies to which **the** Union is affiliated.
- (b) employees elected or appointed **by** the Union to **attend** other Union business which requires them to leave their **place** of employment.
- (c) **employees** called by **the** Union to appear as **witnesses before a** hearing involving the Employer.
- (d) employees elected or appointed to the Union's bargaining committee;
- (e) employees elected or appointed to full-time positions within the Union **will** be granted a leave of absence for **Union** business to a maximum of two (2) years.

6.02.2 With Pay

The following leaves of absence without loss of seniority **or** pay shall be granted:

- (a) to attend meetings at **the** request of **the Company**;
- (b) **Job Stewards will be granted reasonable** time off to handle grievances and complaints and attend meetings with the Company.

- (c) School bus Shop **Stewards** shall **be** paid for **grievance meetings** and Company requested meetings. Pay to all **Shop Stewards** shall not exceed twelve (12) **hours** per month.

6.02.3 **Administration of Union LOA's**

Employees on leaves of absence with pay for Union business as provided for by Clause 6.02.2 shall continue to receive their normal rate of pay.

- 6.02.4 Should a leave of absence for Union **business** exceed thirty (30) consecutive calendar days, the Employer shall bill the Union for the Employer's share of the cost of **the** employee's benefit package.

6.03 **Bereavement Leave**

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

- 6.03.1 In addition, if the employee is notified of the death while he/she is working, he/she shall be excused with pay for the balance of the working **shift**, whenever possible, **and such time** shall not be charged against the three (3) days of leave.

- 6.03.2 "Immediate family" shall be limited to include spouse, **son, daughter**, sister, **brother**, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, stepchild or adopted child. In the event of the death of a mother or father, an employee **may** be granted a leave of absence for one (1) day with **pay** if he/she is unable to attend the funeral.

6.04 **Maternity, Paternal & Adoption Leave**

Maternity leave, adoption leave **and** parental **leave without loss** of **seniority** shall be granted as per the relevant provisions of the Canada Labour Code, to employees who have completed their probationary period.

- 6.04.1 The Employer shall maintain coverage **for** medical, extended health, dental and group life insurance **and shall pay the** Employer's portion of these premiums providing the employee returns to work.
- 6.04.2 Additional leave **may** be requested as per **the** provisions of Article 6.01, however, the employee **must** pay both the **Employer's** and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.

- 6.04.3 Illness arising due to pregnancy during employment **and** prior to the leave

of absence shall be covered by the benefit plans the same as any other **illness**.

6.04.4 **Parental** leave shall only be granted when there are sufficient qualified employees available, to ensure the efficient operation of the Company,

6.05 **Jury and Witness Duty**

The Employer shall **grant** a leave of absence of up **to four (4) weeks without** loss of benefits to any employee who is required to serve as a juror. The Employer shall **pay** the employee the **difference** between **regular** earnings the employee would have earned **and the** payment **received** for jury duty. The employee must **present proof of service and the amount** of payment, if any, received for such services. Such leave shall **also** be granted to an employee who is required to appear as a witness as a result of any work-related incident. Any employee required to appear as a juror or **appear** as a witness shall **not** lose their seniority.

6.06 **Driver's License Suspension**

Employees may be granted **an** unpaid leave of absence as a result **of** the temporary **suspension** of their driver's license. The conditions under which this provision applies **are** as follows;

- (a) Must be a permanent employee with a minimum of ten (10) months' service.
- (b) The incident resulting in **the** suspension will be non-job related,
- (c) If approved, the leave of absence will be **granted** to **an** employee on a "one time only" basis **for a maximum of twelve (2) months**.

6.07 **Emergency Leave**

Requests for **an** emergency **leave** of absence shall not be unreasonably denied. Such leaves shall include, but **not** be limited to, family emergencies and caring for **an** employee's sick child,

ARTICLE 7.00 – NO DISCRIMINATION

7.01 There shall be, by neither **the** Company nor the Union, any discrimination, interference, restriction or coercion with respect to any employee **in** the matter of payment of negotiated wages, training, upgrading, promotion, transfer, **lay-off**, **recall**, discipline, discharge or otherwise **by** reason **of** race, creed, age, sex, sexual orientation, color, national origin, political or religious affiliation, nor **by** reason of this membership or activity in the Union.

ARTICLE 8.00 – NO STRIKE OR LOCKOUT

8.01 An employee shall not be penalized for refusing to cross a legal picket line as **established by law or mutually agreed to by** the Parties. The Parties to this Collective **Agreement** agree that during **the** term of this Agreement there shall

be no strikes, slow downs or work stoppages in full or in part and that there shall be no lockouts.

ARTICLE 9.00 - SENIORITY

9.01 The Company recognizes the principle of seniority subject to the **qualifications and ability** of the employee to **do the work** in question as applied to employees covered by this Agreement, **There shall be three (3) separate seniority lists:**

- (a) Permanent Drivers**
- (b) Spare Drivers**
- (c) Shop Employees**

9.02 Permanent Employees

The seniority date for all permanent employees **shall** be their **date** of hire as a permanent employee in the bargaining unit,

Seniority of an employee shall be established as of **the hour and day he/she** becomes a **permanent** employee.

All new employees shall be considered probationary employees as provided for in Article 5.00 of this Agreement.

9.03 Spare Drivers

Employees who do not hold a permanent position shall **hold** seniority amongst themselves, **Such** seniority **shall commence** from **the** day and hour of hire.

Spare drivers seniority **will always** be below that of **permanent** drivers.

When more **than** one driver completes **their driver training course at the same** time, **the** drivers shall draw lots to **determine their** permanent placement on the spare drivers seniority list. Any people completing their training course that already have a class 2 **license** shall draw lots prior to people **who do not have a class two** license.

Lots **shall** be numbered pieces of paper **put into a container**. **The** number of pieces of paper shall equal the **number** of people completing the **training class**. **The person who draws lot #1** shall go on the **spare drivers** list **first, then the person who draws lot #2 etc.**

For a person who does not have a class 2 license, they shall be required to pass their first class 2 driving exam to **be** entitled to exercise their **lot** seniority placement on the **spare drivers seniority** list. **If the person fails the class 2 exam, they shall** be **placed** on the bottom of the **spare drivers seniority list** on **the date they pass the exam.**

9.04 Seniority lists shall be **supplied by the Company by January 15th and September 15th each year to the shop steward and the union office**, The **lists shall** contain the names of **all members** of the bargaining unit in order of **seniority, showing name, classification, and seniority date**. The **Company will**

keep seniority lists current and make them available to the shop steward upon reasonable request.

- 9.05 Protests in regard to the seniority status of **any** employee must be submitted **in** writing to the shop steward and the Company within thirty (30) calendar days from the date each **new** seniority list is posted. **If** proof of **errors** are presented, such errors **shall** be corrected **and** such agreed upon seniority shall thereafter be final. In the event that agreement **cannot** be reached between the Company and the Union, the grievance procedure under Article 12.00 shall apply.
- 9.06 Accumulation of Seniority
- (i) Employees shall continue to accumulate seniority when they are absent from work due to a Workers Compensation claim.
 - (ii) Employees shall continue to accumulate seniority for a maximum of **two (2)** year's when **they** are absent from work due to sickness or non-compensable **injury**.
 - (ii) Employees shall continue to accumulate seniority for a maximum of **one (1) year** when they are absent from work due to layoff or an approved leave of absence.

9.07 Loss of Seniority - Permanent Employees

A permanent employee shall lose seniority in the event:

- (a) he/she is discharged for just cause and not reinstated;
- (b) he/she voluntarily quits;
- (c) he/she is on lay-off for more than three hundred sixty-five (365) consecutive calendar days;
- (d) fails to report **for** work at school sign-up or fails to immediately notify the Employer of his/her absence.

9.08 Loss of Seniority - Spare Drivers

Spare drivers **shall** lose seniority in the event:

- (a) he/she is discharged for just cause **and** is not reinstated;
- (b) he/she voluntarily quits;
- (c) he/she **has** not actually performed work for the employer for one hundred eighty (180) consecutive days;
- (d) refuses assignment more than **three (3)** consecutive times in a school year, unless authorized to do so by the Employer.

ARTICLE 10.00 – LAYOFF AND RECALL

10.01 When it is necessary to reduce staff because of a reduction of work, then the Employer shall lay-off in reverse order of seniority, last on, first off. Spare drivers **shall** be laid off **before any** permanent driver is **laid** off.

10.02 The Employer shall endeavor to give ten (10) working days' notice, in writing, to any permanent employee who is to be laid off and to the Union office. The following bumping provisions shall apply.

10.03 Bumping

Employees who are displaced as a result of lay-off may elect one (1) of the following options:

10.03.1

Lay-offs of More than Twenty One (21) Days • Drivers

- (a) bump the most junior employee with equivalent or the most hours;
- (b) bump a regular employee with less seniority holding a posted run;
- (c) bump onto the spare drivers' list as the senior spare driver, or in order of their permanent seniority;
- (d) be placed on the recall list,
- (e) any permanent employee that is required to move to a spare-board position shall continue to accumulate seniority as a permanent employee.

10.03.2

Lay-offs of Twenty one (21) Days or Less - Drivers

- (a) bump onto the spare drivers' list as the senior spare driver, or in order of their permanent seniority if there is more than one permanent driver on the spare drivers list.
- (b) be placed on the recall list.
- (c) any permanent employee that is required to move to a spare-board position shall continue to accumulate seniority as a permanent employee.

10.04 Lay-offs - Shop Employees

Lay-offs shall be in reverse order of seniority. An employee with greater seniority shall have the right to displace an employee with less seniority providing he/she is qualified and capable of performing the work.

10.05 Recall Order

Permanent employees who are laid off and who elect not to bump a more junior employee shall be placed on a recall list for up to three hundred and sixty-five (365) consecutive calendar days from the date of their lay-off and shall be recalled to employment in order of seniority (last off, first on) provided the employee(s) to be recalled has sufficient ability to perform the work in question.

10.06 Notice of Recall

Notice of recall to a posted run shall be given to an employee by telephone, or if unsuccessful, by courier or registered mail to the last known address of the employee registered with the Employer.

The letter of recall shall provide five (5) days notice plus the number of days required for normal mail delivery, as to the date the employee is required to be at work. Any employee who fails to report as directed in the notice of recall and fails to notify the Employer with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall have their name removed from the recall list.

It shall be the responsibility of the employees on the recall list to keep the Employer informed of their current address and telephone number.

Failure to accept recall under this Article shall result in the laid off employee losing seniority rights and the right to future recall.

ARTICLE 11.00 – POSTING & FILLING VACANCIES & POSITIONS

This Article does not apply to lay-off and recall or the assignment of work provisions of this Agreement.

11.01 Subject to the other provisions of this Agreement, vacancies in the shop, in existing posted runs and newly created posted runs of a known duration will be posted for a period of seven (7) days. Employees desiring any vacant position must sign for same within the above stated period. When one (1) or more employee signs for a position, the rule of department seniority shall apply in the allocation of same, except where by mutual agreement between the Company and the Union, any applicant is incapable of filling such position.

In the event of disagreement between the Company and the Union over the capabilities of an applicant, the matter will be settled as outlined in the grievance procedure of this Agreement.

Runs of twenty (20) working days or less shall not be subject to the posting procedures. The Union shall receive copies of all postings and advice of the allocation of the position. Postings shall contain the following information:

- (a) Nature of position;
- (b) qualifications required;
- (c) rate of pay.

11.02 Apprenticeships

Existing shop employees shall be given preference for apprenticeships, in order of their seniority where aptitude exists.

11.03 Where new categories are created for which rates of pay are not established in this Agreement, pay rates governing such categories of employment shall be subject to negotiations between the Company and the Union. If the Parties cannot agree the matter shall be referred to arbitration and any adjustment to the rate will be made retroactively.

11.04 Management is **sympathetic** to the **impact that** changes in **runs** may have on drivers and is available to **discuss these matters** with the Shop Steward and the driver.

ARTICLE 12.00 – GRIEVANCE & ARBITRATION PROCEDURES

12.0 ■ Definitions

"Grievance" means any difference between **the** Parties bound **by** this Agreement concerning its interpretation, application, operation or **alleged** violation thereof, including, whether any **such** matter is arbitrable.

"Days" shall **mean** Monday through Friday, and **excludes Saturdays, Sundays, and Statutory Holidays.**

The Employer **and** the Union recognize **that** grievances may arise concerning the discipline, suspension or **discharge of any** bargaining **unit** employee bound by this Agreement. All suspension and discharge **grievances,** shall begin at the second step. If a grievance, is not processed to the next higher level **within** the prescribed **time limits,** the grievance will be deemed to **be** at the next level.

Time limit to institute this Grievance Procedure;

- | | | | |
|----|------------------------------|---|----------------------------------|
| a) | Termination of lay-off | - | ten (10) calendar days |
| b) | All other grievances. | - | thirty (30) calendar days |

In any dispute over a pay cheque or pay **statement or any matter** thereon the time limit **shall** be calculated from the date the employee received the pay cheque or pay **statement.**

12.01 Step 1

Any grievance **of an** employee **shall first** be taken up between such employee **and** the Company Supervisor, however, the employee will **be** entitled to be represented by a shop steward or a Union representative.

12.02 Step 2

Failing settlement under Step **1,** such grievance shall be **taken** up within **seven (7)** days of the meeting at Step **1** between a representative **of** the Union or a shop steward **and** the Company Supervisor.

12.03 Step 3

Failing settlement under **Step 2,** such grievance **and** any dispute arising between the Union and the Company over the interpretation or application of the **provisions** of this Agreement, including any dispute as to **whether a** matter is subject to this Grievance Procedure shall **be** referred to **two (2)** authorized representatives of the Union **and two (2) authorized** representatives **of** the

Company, The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting. A grievance being processed from Step 2 to Step 3 shall be taken up within thirty (30) days of the meeting at Step 2.

12.04 Step 4

Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral Arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case. A grievance being processed from Step 3 shall be taken up within thirty (30) days of the meeting at Step 3.

12.05 Time Limits for Grievances

The time limits established in this Article may be altered by mutual consent of the Parties. An employee whom the Employer suspends or discharges may be retained or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance procedure.

12.06 Just Cause for Discipline

The Employer shall not discipline any employee except for just and reasonable cause. Nothing in this section shall restrict the right of the affected employee or the Union to grieve the discipline or discharge.

12.07 Federal Minister of Labour

If the Parties fail to agree upon a neutral Arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Federal Minister of Labour will be requested to appoint a neutral Arbitrator.

12.08 Arbitrator's Decision

The Arbitrator shall be required to hand down his/her decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing, and his/her decision shall be final and binding on the two (2) Parties to the dispute and shall be applied forthwith. The decision of the Arbitrator shall be specifically limited to the matter submitted to him/her, and he/she shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

12.09 Costs

The cost of the Arbitrator will be borne equally by the Union and by the Company,

ARTICLE 13.00 -- PRESENCE OF SHOP STEWARD

13.01 All employees shall have the right to the **presence** of a **shop** steward at any discussion with the Employer where disciplinary action may be taken. In instances where suspension or termination is contemplated or at Step 2 of the grievance procedure, a **job** steward must be present. The Employer **and the Union agree that this clause is not** intended to **limit** the Employer's **ability** to conduct informal discussions related to the operation of the Company with its **employees**.

At the time **an** employee is requested to meet with **the** Employer **they** will be advised **of** the issues to be discussed.

This Article is not intended to limit **management's** right to **take** immediate steps to suspend and/or remove from Company property an employee who presents a danger **and/or** safety hazard to **any** person or property.

ARTICLE 14.00 -- EMPLOYEE RECORDS

14.00 No disciplinary **notation** will be entered **into** an **employee's** record **without** the concerned employee and the Union being so advised in writing. Should the employee dispute any such entry into his/her personal file, he/she shall be entitled to **recourse** through the grievance procedure **and** the resolution thereof shall become part of his/her personal record.

14.01 All written **complaints** and all verbal **complaints** logged by the Employer shall be open for inspection by the Union.

The names of the complainants **shall** not **normally** be **made** available to the **employees** concerned during the above procedure.

14.02 An employee or Union Representative, with the employees consent, may request **through** their **supervisor** to examine their own personnel **file, and shall** be allowed to do so **under** supervision, **within twenty-four (24)** hours of the request,

14.03 Letters of reprimand **shall be** removed **from** an **employees** file **if** no further incidents of discipline occur in the **eighteen (18)** months following **the** initial incident which gave rise to the letter of reprimand. For disciplinary suspensions, the period **shall** be **twenty four (24) months** before **removal**.

14.04 Any driver who receives Seven (7) demerit points in **any** twelve (12) month period, as determined by their drivers abstract, **will be** held out of service, without **pay, until such** time as **the** driver has **successfully completed** retraining. The employee shall **co-operate fully with the Company and the Company shall provide** the training no later than three (3) **weeks** from the date **the** employee was removed from service.

An employee who accumulates more than fifteen (15) demerit points on their drivers abstract (in a current five (5) year drivers abstract period) shall be permanently laid-off.

The Company shall pay to the employee, which payment is inclusive of statutory obligations under the Code, two (2) days pay per year of service prorated, to a minimum of five (5) days. The payment shall be calculated on the employees regular AM/PM run daily wage, including a kindergarten run if applicable or kindergarten daily wage if the employee only has a kindergarten run. This payment will constitute full payment of any wages owing with respect to the permanent lay-off or termination of the employee. No employee who performs driving duties for the Company will be allowed to accumulate more than fifteen (15) demerit points on their driver's abstract.

ARTICLE 15.00 – EMPLOYEE BENEFITS

15.01 Basic Medical Coverage

The basic medical plan shall provide coverage under the Medical Service Plan of British Columbia as specified in the BC Medical Services Act and Regulations.

15.02 Dental Plan

The Employer shall arrange and administer a basic Dental Plan for employees. The coverage provided by the plan shall be as follows;

Plan A	-	80 % co-insurance
Plan B	-	50% co-insurance
Plan C	-	50% co-insurance with a limit of fifteen hundred dollars (\$1500.00) maximum lifetime benefits per person enrolled in this plan.

15.03 Extended Health Benefits

The Employer shall arrange for Extended Health Benefits coverage for employees through the Employer's chosen carrier, There will be a twenty-five dollar (\$2500) deductible and the Plan will pay eighty percent (80%) of eligible costs. There will be a maximum of six hundred dollars (\$600.00) per person prescription value.

The Company shall provide a Drug Card to each employee covered by the extended Health Benefits package. The drug card will pay the eighty percent (80%) of eligible costs of benefits provided by Extended Health Plan.

The Company Plan shall pay for eye exams for employees and their families.

15.04 Group Life Insurance

Group Life Insurance shall be provided for each **employee** in the amount of twenty thousand dollars (\$20,000.00) with Accidental **Death** and Dismemberment indemnity.

15.05.1

Participation in the Benefits Plan

Permanent employees **shall be eligible** to participate in the benefit plans upon completion of their probationary **period**.

Membership in the basic medical plan, the **extended** health benefits plan and the dental plan **shall be a condition of Employment**. **Eligible permanent employees may waive membership in the basic medical plan or the benefits plan or both, provided they can** prove they have alternate **coverage** elsewhere,

Monthly premiums for the basic medical plan, **extended** health plan, **dental plan**, and **group** life insurance **shall be paid sixty five percent (65%)** by the Employer and thirty five percent (35%) by the participating permanent employees.

15.05.2

Permanent **employees** that are laid off for the **months of July and August** will **be required** to pay **full** benefits premiums for **July and August**. The Cost of these premiums will be **pro-rated** over the **preceding ten (10) months**, Shop **employees that do not get laid off for July and August shall** continue to pay **their** benefit premium as per **Article 15.05.1**.

15.05.3

The Company **will** continue to pay the **Company's** portion of the benefit plan premiums for apprentices when **they are** attending **their training courses**.

15.06 Injury Pay Provision

An **Employee who** is injured on the job during working hours and who is required to leave for treatment or who is sent home for such injury shall receive payment for **the** remainder of the scheduled shift.

15.07 Sick Pay

Once in each calendar **year**, employees who regularly work (20) hours a week or more who **are** absent from **work because of an** illness or disability, shall receive four (4) hours **pay** a day for each day after the **third (3rd) day** of illness or disability, up to a **maximum of two (2) days**. The **employee must** provide the Employer with a medical certificate **confirming their illness** or disability,

ARTICLE 16.00 – STATUTORY HOLIDAYS

16.01 The Employer shall observe the following days as Statutory **Holidays**:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. and any other day **proclaimed** by the Federal or Provincial Government as a **Statutory Holiday**,

16.02 **Payment for Statutory Holidays**

An employee shall not be entitled to Statutory Holiday pay if he/she:

- {a) has been employed for thirty (30) calendar days or **less**;
- (b) **has** not earned wages or performed work on at least fifteen (15) of the last thirty (30) calendar days immediately preceding the Statutory Holiday.

If an employee qualifies for **Statutory Holiday** pay, the Statutory Holiday will be used in the 15 days worked in a 30 calendar day calculation. A **“ProD”** day will not be used in the fifteen (15) days worked in a thirty (30) calendar day period.

Payment for Statutory Holidays shall be calculated as follows for all permanent drivers holding posted runs:

The total number of hours worked, exclusive of overtime or hours in excess of eight (8) hours per day for the two week period immediately preceding the week in which the Statutory Holiday occurs, divided by ten (10) to establish the hours paid for the Statutory Holiday. A permanent employee shall not receive less Statutory Holiday **Pay** than they received on their posted run.

A spare driver must **meet** the employee qualifications as set out in (a) and (b) above, **and** having done so, shall receive statutory holiday pay, as per the above calculation.

Employees who are **eligible** for Statutory Holiday pay as calculated above will be paid for Christmas Day and Boxing Day.

16.02.1 **Shop Employees**

Shop Employees will be paid Statutory Holiday pay **calculated** at their basic hourly rate for all hours they would have normally worked.

16.03 **.Work on a Statutory Holiday**

All **work**, except charters, performed on a Statutory Holiday shall be paid at the rate of one hundred fifty percent (150%) in addition to the entitled pay for such Statutory Holidays, as calculated in Clauses 16.02 or 16.02.1 above. Charter work shall be paid at the straight time hourly **rate** for all hours worked.

16.04 **Where a Statutory Holiday falls on a Saturday or a Sunday, it shall be** observed on either the preceding Friday or the succeeding Monday, as mutually agreed to between the Employer and the Union.

ARTICLE 17.00 – ANNUAL VACATION

17.01 The Employer and the Union recognize the seasonal nature of the Employer's present operation and as such there **shall** not be a provision for the regular scheduling of annual **vacations** for drivers.

However, should the nature of the Employer's operation change to where **the** regular scheduling of annual vacations becomes feasible, the Employer and the Union **agree to amend** this Agreement to include such a provision.

17.02 Shop employees **shall** be **entitled to annual vacation** upon completion of one **(1) year** of service, Vacation lists shall be posted on or before **January 31st** of each year and **employees** shall sign, in order of seniority, requested **vacation** dates prior to **April 30th** of each year.

17.03 Annual vacation entitlement **shall** be as follows.

Up to completion of three (3) years' service	-	4%
From completion of three (3) years' service to completion of ten (10) years' service	-	6%
Completion of ten (10) years' service or more	-	8%

Employees shall receive credit for service effective from the first day worked for vacation entitlement purposes:

Vacation pay for drivers shall be included on each paycheque.

ARTICLE 18.00 – ASSIGNMENT OF WORK

18.01 School Bus Runs

18.01.1 Definitions

Permanent Driver;

A driver who **has** completed his/her probationary period and has signed up on a posted **runs** in accordance with the sign-up provision of this Agreement.

Permanent drivers shall maintain **and accrue** seniority in their section.

Spare Driver:

A driver who has completed her/his probationary period and holds a **position** as a spare driver working on a **scheduled run** or on an "on call" basis. Spare drivers shall maintain **and** accrue seniority among spare drivers **only**.

Posted Runs;

Regularly scheduled school **runs** as posted at sign-up.

Charters:

All work other than posted runs.

Probationary employee:

Any employee holding a posted position or working as a spare driver "on call" and not having completed the probationary period.

Sign-up:

Subject to **conditions beyond** the control of the Employer, annual **sign-up** for posted **runs** shall **commence** no **later than fourteen** (14) **calendar** days prior to the first day of school. Drivers shall be advised of the date of **the** annual **sign-up** with their last pay cheque in June.

All runs shall be posted, for the benefit of drivers, at least seven (7) calendar days in advance of the **sign-up**. Drivers shall sign up, **either** in person or by proxy, in order of their seniority at their scheduled sign up **time**, Drivers **must** be qualified **to** operate the equipment used on the **posted** run they have **signed**, or have **arranged** with the Employer to **provide** the required training.

All **drivers who attend bid** day shall receive two (2) hours pay for route sign up. All drivers shall receive an additional **two** (2) hours pay for route organization and dry run, when the work is performed,

Drivers shall hold their signed up posted run on a permanent basis until the next **sign-up**. Additional **sign-ups** may be held at any time by mutual agreement between the Employer and the Union.

The Employer may make reasonable changes to a **driver's scheduled start** and/or finish **time**. The Employer shall endeavor **to notify** the driver of the scheduled **change** at least forty-eight (48) hours in **advance**. **Should** the driver have a legitimate reason for being unable **to** perform the changed work, the Employer **shall** make every **effort** to accommodate the affected driver in consultation with **the** Union.

18.02 Assignment of Work - Spare Drivers

There shall be a common list **of** spare drivers. All spare drivers shall not become a permanent **driver** or accrue permanent **seniority** until such time as they **are able** to sign a posted run at sign up at which time they shall **become** a **permanent** driver and **shall** accrue seniority in **that** section.

18.02.1

(i) Provided there is another spare driver with **less** seniority **to** do the work, a **spare** driver may pass down work up to three (3) consecutive times without **loss of** seniority. When a spare driver is offered work **she/he** shall be advised by the Office **Manager** whether it is their **first**, second, third or **fourth** "**pass down**".

(ii) Spare drivers who **pass** down work more than three (3) consecutive **times** shall forfeit their seniority **and** shall be placed at the bottom **of** the

spare driver's list, but **they shall** not be required to complete an additional probationary period.

- (iii) **Spare drivers** shall be offered all available spare work in seniority order. All known work **will** be **re-dispatched** to spare drivers in seniority order on **Friday(s)** for the exact known duration of the **vacancy(s)**. Work **that** becomes available on a Friday will be offered **with all** known **Friday** work that is to be **re-dispatched**. Work which **extends** past its **exact known** duration shall be **re-dispatched once more** on the **following Friday** for the full duration of the vacancy (The intent of this Article is not to supersede Article 11.01)

18.03 Assignment of Charter Work

18.03.1

Permanent drivers shall be able to **supplement** their normal **hours** of work by working charters. **All** known charters **shall** be posted at least **three (3)** working days in advance, for the benefit of all drivers.

Where, for reasons beyond the control **of** the Employer **the** three (3) working day posting requirement cannot be met, the **Employer** shall make every effort to **inform** all drivers **of** the availability of a charter.

18.03.2

Charters originating from Prince George, **MacKenzie**, **McBride**, or Valemount will be offered to drivers residing in these **areas** based on the seniority of those drivers working in each area. The junior driver in each area shall be required to **perform** the charter work when **senior** drivers **pass** the work.

18.03.3

When work is available in an **area where** either drivers or equipment are not available, drivers **may** be assigned the work **from** any of the other areas **based** on staff and equipment availability.

18.03.4

The Employer may block **two (2)** or more charters **and** post as one (1).

18.03.5

Charters will be assigned by **2:30 p.m.** the day prior to the charter to the **most** senior driver signing the posting.

18.03.6

If a driver has been assigned a charter and a charter of greater hours becomes available **then**, subject to operational requirements, the Employer **shall** offer **the charter** to drivers in order of seniority providing the difference is thirty (30) minutes or greater,

18.03.7

Permanent drivers may choose to drop their posted runs in order to operate charters when:

- (a) a single day charter is eight (8) hours or more;
- (b) a multi-day charter of **two (2) days** or more;
- (c) when mutually agreed between the Union **and** the Company;
- (d) providing sufficient qualified staff is available.

18.03.8

Any work with the Prince George School District that does not require a coach **shall be performed** by Laidlaw Transit employees.

18.04 Rules and Regulations

Drivers agree to follow all **rules**, instructions and procedures as listed in the **driver's** manual. Drivers are required to complete a **pre-trip** inspection of their vehicles each day as directed by the posted **pre-trip** rules. A **copy** of such rules, regulations, amendments **or** additions shall be provided to the union office.

18.05 Construction of Drivers' Shifts

All posted **runs and charters shall** have an assigned starting time and finishing time. All posted **runs and charter** shall include a twenty (20) minute paid allowance for **pre-trip** time, bus cleaning **and lay-up** time **plus one (1) hour's** pay per week **for** washing the bus. **This provision shall** only apply to **those** drivers who store Company vehicles at their place **of** residence.

Posted runs and charters **originating** at the Company property shall have an assigned starting and finishing time and shall include **pre-trip** time, actual travel time from the Company property to the first pick up and the last drop **off, back to** the Company property, time for bus cleaning and **lay-up** time. Drivers shall **be** responsible for interior and exterior cleaning when assigned **and** fueling of their vehicles at all times.

All current school bus runs except **McBride**, Valemount and Mackenzie areas shall be bid from the shop **by** seniority. Home based buses shall be determined following bid day. Should the **Sinclair Mills** route not **be** bid by a person in the area, the **route may be designated as a home based bus, following discussion with the Union.**

18.06 Adverse Weather Conditions

When work is canceled due to adverse weather conditions the day prior to the work day drivers **shall** not receive any pay for the day.

When drivers are advised on the day the work has been canceled due to adverse weather **conditions**, drivers holding **posted** runs **shall receive two (2) hours' pay for the day.**

18.07 First-Aid **Certificate**

Drivers are required to hold and maintain a current emergency first-aid certificate as a condition of **employment.**

The **Company will** provide a trainer and training facilities.

18.08 Driver Training Course

Drivers must complete a driver training course as provided by the Company. All related costs shall be paid for by the Employer **and** drivers' taking the training **course** shall receive their full rate of **pay.**

18.09 Training Rate

The Company shall pay drivers a training rate of one **hundred (100%)** percent of the **full** drivers rate **for any** training the Company requires for new, spare or permanent employees (includes first aid course).

ARTICLE 19.00 – HOURS OF WORK

19.01 Bus Drivers

19.01.1 Normal Work Week

The normal work week for permanent drivers shall consist of five (5) consecutive days worked followed by two (2) consecutive days off,

Drivers may accept charter work on their scheduled day off at straight time rates and **the** overtime provision of the Agreement shall not apply.

19.01.2

Work Day - Permanent Drivers

Permanent drivers shall normally work four (4) hours **per** day and **shall** not normally exceed **eight (8)** hours.

The Employer and the Union agree that insofar as the efficient operation of the Company permits, drivers **may** work **in excess of** eight (8) hours per day. Drivers may not work in **excess** of ten **(10)** hours per day.

19.01.3 Charters

It is agreed and understood by the **Parties** that the **eight (8)** hour work day provision will not apply to single charters in excess of **eight (8) hours.**

Consistent with these provisions, the Employer **and the** Union agree that all charters or blocks of **charters** will be **assigned on the following basis:**

- (a) First, it **shall be** offered to those permanent drivers, in order of seniority, who **can** perform the work **and** who have less than eight (8) hours work for the day and can still complete **their** AM or PM runs or who are

prepared to drop their posted run in accordance with provisions of Clause 18.03.7.

- (b) When all permanent drivers have eight (8) hours work for the day or when no permanent drivers are available or able to perform the work, it will then be offered to spare drivers, in order of seniority, in accordance with the provisions of this Agreement.

19.01.4 Two Hours Minimum Pay

All drivers shall be guaranteed a minimum of two (2) hours' pay upon reporting for assigned work with the exception of the following or as otherwise specified in this Agreement;

- (a) One (1) way charters blocked with a posted run shall be paid for actual time worked with a minimum of one (1) hours' additional pay. Any time worked over one (1) hour on a charter shall be paid in five (5) minute increments.
- (b) Kindergarten runs and early outs worked in conjunction with an AM or PM run shall be paid a minimum of one (1) hours' additional pay.
- (c) If there are route changes or deletions of a temporary nature that reduce the length of the run, the run shall be paid as per the time posted at sign-up.
- (d) If there are route changes or deletions of a permanent nature, the Employer shall provide the driver notice of the change at least forty-eight (48) hours in advance.
- (e) A permanent employee with just an AM or PM run shall be offered any available single AM or PM school bus run(s) prior to the work being offered to the spare board drivers, and the driver shall receive two (2) hours pay for the additional piece of work.

19.01.5 Blocking

The Employer may block two (2) or more charters and post as one (1). Charter work may be blocked with a posted run, however, drivers on posted runs may pass down such charter work provided a driver with less seniority is available to perform the work.

In the event that upon finishing their work a driver is required to wait at the last drop off for a charter, this charter shall be considered as part of the posted run and shall be paid for actual additional time worked. When the driver has a legitimate reason for being unable to perform such charter they will not be required to do so providing other drivers are available to cover the work.

19.01.6

Cancellation of Work - Charters

When a driver reports for work assigned or is notified thirty (30) minutes or less prior to the scheduled report or start time that such work has been

canceled, the driver shall be paid a minimum of two (2) hours' pay provided the driver remains available to perform work for the two (2) hour period.

19.01.7

Minimum Pay for Charters

- (i) Day charters from MacKenzie to Powder King shall be paid seven and one half (7 1/2) hours, *or* actual time worked, whichever is greater, at the regular charter rate of pay.
- (ii) Day charters from Prince George to Powder King shall be paid twelve (12) hours at the regular charter driver rate of pay.
- (iii) Charters of more than eight (8) hours duration shall have all waiting time paid at fifty percent (50%) of the regular charter driver rate of pay. Waiting time shall be defined as anytime the driver can leave his vehicle unattended and locked,

19.01.8 Disciplinary Hearings/School Meetings

Drivers shall be paid actual time, up to a maximum of two (2) hours' pay at straight time rates, when required to attend a student disciplinary hearing.

19.01.9 Completion of Accident/Incident Reports

Employees required to complete an accident or incident report outside of normal working hours, as a result of an accident or incident occurring during working hours, shall be paid thirty (30) minutes at straight time rates for each report.

19.01.10 Delays as a Result of Accident or Incident

When an employee is involved in an accident or incident during working hours and such accident or incident results in the employee being delayed, the employee shall be paid for the time of such delay at their straight time rate.

19.01.11 Pay for Negotiations

The Company agrees to pay the wages of two shop stewards to attend negotiations. The shop stewards shall receive the pay they normally would have earned had they been at work on the days negotiations took place.

19.01.12 Bid Days

The Company agrees to pay the wages of one shop steward to attend the full duration of bid day(s).

19.02 Shop Employees

19.02.1 Normal Work Week

The normal work week for shop employees shall be five (5) days with two (2) consecutive days off.

19.02.2 Work Day

The work day for shop **employees** shall be eight (8) hours **per** day including two (2) paid fifteen (15) minute rest periods, one in each half of the shift **plus** an additional one-half (1/2) hour or one (1) hour off as an unpaid lunch period.

19.02.3 Shift Schedules

Where more than one (1) shift exists in the shop, choice of shift assignment shall be given in order of seniority.

For mechanics who commence their regular working shift after twelve (12) noon, they shall **receive** a **shift** premium of twenty-five cents (\$025) on **all** regular hours worked. This will not **apply** to **any** overtime **hours worked**.

19.02.4 Training Courses

Shop employees will be **permitted** to **attend** any driver training course or seminar at their own expense and on their own time providing **space** is available. **In** addition, where practical, the Employer **will** make equipment available for familiarization training for those **employees who** wish to **obtain** their **Class 2** drivers' license, providing a qualified employee **is in attendance** **when such** equipment is being utilized.

19.02.5 Shop Employee Hours

Shop employees shall not have their daily **or weekly hours** reduced **because** of absenteeism of other shop employees when the Company has received at least four (4) hours notice of the absence.

ARTICLE 20.00 - OVERTIME

20.01 Overtime shall be available to all employees in order of seniority. Overtime shall be voluntary, The Employer and the **Union** may reach agreement on the limits of overtime that can be worked by employees.

20.02 Calculation for the Payment of Overtime

20.02.1 Shop Employees

Shop employees shall be **paid** overtime **rates** for all hours **in** excess of eight (8) hours **per** day as follows:

From 8 hours to 10 hours	-	150% regular rate
Over 10 hours	-	200% regular rate

Shop employees called out to work on a regular day off **or** outside of their regular working hours **shall** be paid one hundred and fifty **percent (150%)** of their regular rate for the first eight (8) hours and two hundred **percent (200%)** For any additional hours. A minimum of four (4) hours' pay shall apply.

20.02.2 School Bus Drivers

Overtime for **school bus** drivers shall be calculate and paid as follows :

- (a) the total number of **weeks** in the **school** year divided by **two (2)**;
- (b) **the total** number of hours worked in the first one-half (1/2) of **the** school year divided by the number of **weeks** in the **first one-half (1/2)** of the school year;
- (c) the total number of hours worked in **the second** one-half (1/2) of the school year divided by **the number** of weeks in the second one-half (1/2) of **the** school year.
- (d) **when the** average **hours of work per week**, as determined **by** the preceding **calculations, equals more** than forty (40) hours per week in **either** the **first** half and/or *the* second half of **the** school year, the Employer **shall** pay those hours at one hundred fifty percent (150%) of the driver's rate of **pay** for **all hours worked** in excess of **the average** of forty (40) hours per week.

This Article does not **apply to** charter work. **Charter** work shall **be** paid at the **straight time base** charter rate **in effect and shall not be** included in calculation of overtime.

ARTICLE 21.00 – SAFETY CLOTHING, WORK CLOTHING, TOOLS, ETC.

21.01 Coveralls, etc.

The Employer will supply, maintain and clean a minimum of **six** (6) pairs of coveralls for each shop employee and provide appropriate **waterproof** clothing for employees required to work outdoors.

Shop **employee(s)** required to work outside or to **make service** calls to repair **equipment** shall **be** permitted to **choose** between **either a winter jacket** or **insulated** coveralls not **more** than once every two (2) years. Replacement sooner than the **period specified** will **be** determined by the Company **on a** **proof of** need basis. The Company shall pay for regular cleaning of the coveralls.

21.02 Safety Shoes

Mechanics will be reimbursed **upon** presentation of a receipt to **an** amount not exceeding one hundred and five dollars (**\$105.00**) **per calendar year** for the purchase or repair of approved **safety footwear**.

21.03 Safety Equipment

The **Employer** shall provide at **no** cost all safety equipment related to the performance of shop duties including **welding** gloves, **shields**, respirators, and hearing protection.

21.04 Tool Allowance

The Company shall **pay** monthly to mechanics a tool allowance of twenty five dollars (\$25.00) per month.

The Company shall pay monthly to **mechanics** a tool allowance of twenty five **dollars** (\$25.00) per month.

21.05 **Tool Insurance**

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

ARTICLE 22.00 – OCCUPATIONAL HEALTH & SAFETY COMMITTEE

22.01 **It is the intent of the Parties to** conduct a safe operation. To **this** end, the Employer agrees to consider all reasonable and practical suggestions made by employees **or** the Union for the improvement of safety practices or for the protection of employees from safety hazards in the **performance** of their work.

22.02 The Union and the Employer agree to **establish an Occupational Health and Safety Committee**. The Occupational Health and Safety Committee **shall** consist of **two** (2) representatives of the Union and not more than **two** (2) representatives of the **Employer**. The Parties **agree** the policies and guidelines relating to the Committee **shall be** established by the Committee.

22.03 The Occupational Health **and** Safety Committee shall **meet once** each month, or as **closely** to monthly as possible unless otherwise required by Workers' compensation Board regulation, **and** shall post the approved **minutes** of each meeting in the driver's room.

Time spent at these meetings shall be paid for by the Company at each employees' regular rate of pay with a **minimum** of one (1) hours' **pay or** actual time of the meeting, whichever is greater.

ARTICLE 23.00 – GENERAL PROVISIONS

23.01 **Expenses**

Actual costs of meals to a maximum of thirty four (\$34.00) per day, lodging and other out of **pocket expenses** incurred **by employees** while working on overnight; charters or **for** shop employees required to work away from the Company's premises overnight shall be **reimbursed to the employee** within two (2) **working** days following the submission **of receipts**. Employees may request a cash advance to cover anticipate **expenses**. Expense reports and balance of **funds** shall be remitted to the Company **within two** (2) working days of completion of the work.

23.02 **Employees Storing Company Vehicles at Their Residences**

Drivers who normally store Company vehicles at their place of **residence** shall continue to do so for **the duration of this Agreement, or** until **such time as** they can no longer **do** so due to reasons beyond their control. **When an** employee **can** no longer store a company vehicle at **their** place of residence the

The Company shall inform the Union of the change. The Employer reserves the right to determine when Company vehicles will remain and/or be stored on Company property. When a change in storage site alters the start and/or finish time of a driver's shift, the driver shall be paid for all additional time worked in accordance with the provisions of the Agreement. Drivers who store Company equipment at their residence during the winter months shall be reimbursed a sum of thirty dollars (\$30.00), on April 1st of each year.

23.03 Sexual Harassment

The Employer and the Union recognize the right of all employees to work in an environment that is free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the workplace.

Sexual harassment shall mean any unwelcome sexual advances, requests or demands for sexual favors of an unwelcome or physical nature, unnecessary touching or patting, suggestive remarks or verbal abuse, leering at a person's body, compromising invitation, or any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's status or potential.

23.04 Masculine/Singular; Feminine/Plural

Wherever the singular is used in this Agreement it shall be considered as if the plural, when content so requires. Wherever the masculine or feminine is used in the Agreement it shall also be considered to be the other, when content so requires.

ARTICLE 24.00 – WAGES & CLASSIFICATIONS

24.00

	Nov.1/2003	Nov.1/2004
Bus Driver	\$ 17.30	\$ 17.65
Journeyman/Mechanic	\$ 22.81	\$ 23.31
Serviceperson	\$ 13.78	\$ 14.08
Labourer	\$ 11.04	\$ 11.34

24.01 Employees hired new to the Company following the date of ratification shall receive the following:

- 85% of the rate for the first twelve (12) calendar months of employment, Calculated from the date the employee first performs work for the Company.
- Full rate as set out in Article 24.00 upon completion of twelve (12) months service.

24.02 Apprentice wages shall be as set out in the Apprenticeship Act,

- 24.03 Employees required to perform work in a classification with a higher **rate** of pay shall receive the higher rate **for all hours worked** in the higher classification.
- 24.04 Employees required to perform work in a Classification with a lower rate of pay **shall** receive their regular rate of pay.
- 24.06 The Company appointed driver trainer shall be paid an **additional** one dollar (\$1.00) per hour for all **hours** worked **providing** such training.
- 24.07 Effective November 1, 1999, the Company shall make payment **to** the Union Industry Advancement Fund, once annually on December 15, of each **year**, as follows:
\$37.00 per year for each employee in a driving classification and **\$100.00** per **year** for **each employee in a shop classification. The Unions dues** check off **with** the Company shall be used as a reference document **for** the determination of the number **of** employees for **which** payment is required.

ARTICLE 25.00 - DURATION

- 25.01 This Agreement shall be effective from November 1, 2003 and remain **in** effect up to and **including** October 31st, 2005, and thereafter from year to year unless notice of intent to **terminate** or amend the Agreement is given by one Party to the other in writing within the four (4) month period prior to the termination date.
- 25.02 During **the** period when **negotiations** are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force **and** effect **until**:
- (a) the Union commences a legal strike ;or
 - (b) **the Company** commences a **legal** lockout; **or**
 - (c) the Parties enter into a new or **further** Agreement.
- 25.03 During **the** continuation period provided above, neither **Party** shall attempt to **take** any action or make **any** changes in the terms **and** conditions of employment which **would** be inconsistent with the express **terms** of the Agreement.

This Agreement is entered into this 16th day of July 2003, in Prince George, British Columbia,

Signed by the Parties to this Agreement , hereto below.

For the Employer
Laidlaw Transit Ltd
Prince George Branch

For the Union
Teamsters Local Union # 31

Jocelyn Christopher

[Signature]

LETTER OF UNDERSTANDING NO. 1

Re: Previous Agreements, Understandings & Practices

It is agreed by the Parties that any previous agreement, understanding or practice, either **written** or implied and established between the Company and the Union and their predecessors which are not **specifically** stated in the Agreement, shall be identified, then accepted, amended or deleted by mutual agreement within **six (6)** months after signing of the Agreement or they shall be null and void. In the event **there** is a conflict between any issue in **this** regard and **an** item in this Collective Agreement, then this Collective Agreement shall **prevail**,

LETTER OF UNDERSTANDING NO. 2

Re: Regular Drivers - Charters

The Company and the Union agree that:

1. Any eight (8) hour or multi day charter which interferes with the regular posted a.m. and p.m. run will be limited to one (1) eight (8) hour or multi day charter with a two (2) week break before eligibility for another eight (8) hour or multi day charter.

These charters are not to be taken in succession. These charters will be assigned by seniority based on the above conditions. If an eight (8) hour or multi day charter does not interfere with the regular posted run, it is by seniority and no restrictions apply.

2. The Parties agree that if the Company receives from the School Board a request that this practice cease, or if the Company's charter business increases to such extent that this practice is no longer operationally efficient, the work shall be assigned from the spare board until such time the Company and the Union shall meet to devise new procedures for the assigning of multi-day charters or charters of eight (8) hours duration or more that interfere with the posted run.

LETTER OF UNDERSTANDING NO. 3

Re: Student Lists

For the purposes of sign-up, the Company will endeavor to make available to each driver a **list** of students that will be on the bus. Should a **current** list not be available, the Company will provide the **list** from the previous year should such list be available. The Parties recognize that this is provided for information purposes only and that changes to the list and the route can occur after the sign-up period.

LETTER OF UNDERSTANDING NO. 4

Ret Highway Coach Charters

The Company shall maintain a list of drivers to be available to operate highway coach charters outside the Prince George School District, Qualified drivers who have a valid class 2 driver's license with an air endorsement, who hold an updated I.C.C. medical, may make application for these positions and must successfully complete the Company Customer Service Training Program, These charters shall be signed in order of seniority amongst the drivers on this list. When vacancies are anticipated on the charter **list** and the Company has equipment available, coaches will be made available for familiarization training to those drivers who, on their own time. wish to qualify for position on the list. Once on the **list** drivers must keep qualifications up-to-date. Additional training and familiarization shall be provided by the Company.

LETTER OF UNDERSTANDING NO. 5

Re: Workers Compensation– Lost Time Claims

An employee off work on an accepted Workers Compensation lost time claim which occurred in the course of their employment with the Company will be permitted to continue their employee Health and Welfare Benefits at the level of coverage at the time the lost time claim commenced, provided:

The employee continues to pay their portion of the premium cost (the Company shall pay their portion of the cost).

The Health and Welfare Benefit coverage will end at the end of the month after six (6) months from the date of the Workers Compensation Board time lost injury if the employee has not returned to work.

LETTER OF UNDERSTANDING NO ,6

Re: Chatter Hours – Local Transfers

The **Company** shall maintain a standard list of hours which will be paid to drivers for in town charter work. The list is **broken down into specific areas in the Prince George region with a set number of hours which charter transfers will pay.** A transfer is normally considered a return trip, reasonably direct **from** point to point. One (1) **way trips in the areas indicated will normally pay one half (1/2) the return rate with a minimum pay of one (1) hour.**

Eight (8) specific areas outlines are:

Zone to :		Bowl	Hart	Blackburn
1 Bowl Area		1	2	2
2 College Heights (Southridge Elementary included)		1.5	2	2
2 N. Nechako-Hart Highway-South of Noranda Road		1.5	1.5	2
3 Blackburn-Pineview		2	2.5	1
3 Mart-Shady Valley		2	1	2.5
3 Hwy #16-West of Westgate		2	2.5	2.5
4 Buckhorn-Red Rack	2	3	2	
5 Giscone		2.5	3	2
6 Salmon Valley		2.5	1	3
7 Bear Lake		Pays actual time worked		
8 Upper Fraser		Pays actual time worked		

UNBC will be included in **the Bowl area and will be paid as such.**

Minimum pay for charters shall be **one (1) hour when worked in conjunction with a regular route, minimum pay for a driver called in for a single piece of work that day shall be two (2) hours.** This **clause** supercedes **clause 19.01.4** when applied to return transfers indicated **above**

The Parties to the Collective **Agreement agree** to review **and** amend this letter if necessary. The review and **amendments, if necessary, shall be** subject matter for the Labour Management Committee and **shall** be completed no later than **December 31, 1998.**

If the Parties are unable to agree on the resolution of the issues in this Letter of Understanding. The **Parties** agree to apply for the **assistance** of a grievance mediation officer, as provided under the Canada Labour Code, to assist the Parties in determining **a fair and reasonable settlement**.

LETTER OF UNDERSTANDING NO. 7

Re: Filling of Temporary Vacancies of Twenty (20) Working Days or More

The Company and the **Union** agree to the following conditions regarding Article 11:01 filling temporary vacancies of twenty (20) working days or more.

When an existing posted run is known **to be vacant** for a period of twenty (20) working days or more (due to an employee being sick, injured, requesting **time off** etc.) **the position shall be posted** as a temporary vacancy as per the **terms of Article 11:01**.

The **successful bidder of the first** temporary posting shall assume **the** temporary vacancy as per the **terms** and conditions of Article 11:01 **and their vacated position shall be posted as a temporary vacancy**.

The successful bidder of the second temporary **posting** shall assume the temporary vacancy **as** per the terms and conditions of Article 11:01 **and their** vacated position **shall** be assigned to **the** spareboard, as per the **terms** and conditions of the **spareboard**.

When the original absent **employee** returns to **his** bid **position** **all employees** that bid on the resulting temporary vacancies **shall** return to the positions **they held** prior to bidding the temporary vacancies.

An employee that bids on a temporary vacancy shall remain on the temporary vacancy for the entire **duration** of **the** temporary vacancy and **shall** not **bid** another temporary vacancy **while** they are on a temporary vacancy.

The Company and the Union agree that the terms and conditions of this Letter of Understanding may be reviewed with sixty (60) days written notice of either party to the other.

LETTER OF UNDERSTANDING NO. 8

Re; Shift Schedule(Shop Employees)

The Company and the Union agree to the following terms and conditions regarding Article 19.02.3 – Shift Schedules (Shop Employees).

All shop positions shall be posted for bid as per the terms and conditions of the Collective Agreement Article 11.01 every 60 (sixty) calendar days.

The intent of this Letter of Understanding is to allow shop employees the ability to move to different shift start times that may exist throughout the year.

This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

LETTER OF UNDERSTANDING NO. 9

Re: Spare Employees for the Shop Wash Bay

This letter is written confirmation of our conversation of today regarding spare employees for the wash bay,

The Company and the Union agree the following conditions will be followed:

- a) A posting will be posted for existing spareboard driving employees to sign onto, if they wish to be called to fill an absence in the shop wash bay.
- b) The driving spareboard employees that sign the posting will be called in seniority order to fill an absence in the shop wash bay, provided that they have not worked (driving a bus) on the day the absence exists in the wash bay.

- c) A spareboard driving employee called into work in the shop wash bay prior to the shift commencing shall be paid the full labourer rate of pay for ~~the~~ eight (8) hour shift,
- d) When a shop wash bay employee becomes ill while at work, the employee may book off work and be paid for *the* time worked.
A spareboard employee called into work the shop wash bay position part way through a wash bay shift shall be paid for all hours worked to a minimum of three(3) hours at the full labourer rate of pay.
- e) Spareboard driving employees that are called to work in the shop wash bay will not accumulate seniority on the shop seniority list.
- f) Spareboard driving employees will only be called to work in the shop wash bay when an existing wash bay employee is absent *from* work.

LETTER OF UNDERSTANDING NO. 10

Re: Shift Trades – Shop Employees Only

The Company and the Union agree to the following terms and conditions regarding Article 19.02.3 – Shift Schedules. (Shop Employees)

Shop employees shall be allowed to trade shifts provided both employees agree to the shift(s) trade(d). The shift trade shall be submitted in writing to the Shop Foreman for approval prior to the shift trade occurring.

If one employee involved in a shift trade wants to end the written agreed upon shift trade, they will be required to give the other employee involved in the shift trade one weeks written notice, or less if both employee agree to the alteration of the shift trade duration with a copy to the Shop Foreman.

This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

LETTER OF UNDERSTANDING NO. 11

Re: The Use of Withdrawal Cards During Periods of Layoff

Effective July 1, 2002 employees will be permitted to take out a withdrawal card and not pay out of work dues for full calendar months **that** the employee does not work at all in the **month** and receives **no** monetary benefits from the Company.

Employees that do not take out a withdrawal card to cover **full** months when they do not work at all and receive no **benefits** from the Company will be required to pay their normal dues rate or **the** out of **work** dues rate, whichever is less.

Employees that **are called to work** and accept **work** during months **that** they normally would have been laid off will be required to **pay** their normal **full** dues rate **for the** month.

A member that takes out a withdrawal card during periods **of** layoff or approved leaves **of absence** will be considered to still be a member in good standing of the Union for employment purposes. The member will continue to retain their seniority with the Company **as per** the terms and conditions of the **Collective Agreement**,

LETTER OF UNDERSTANDING NO. 12

Re: Payments of the Unions Initiation Fee

The Company and the Union agree to **the** following:

Employees that **are** hired as spare drivers will have a **monthly "Rand Fee" deducted** from **their** paycheque and remitted to the Union by **the** Company if the spare driver performs **work** for the Company **in** a calendar month.

When a spare driver is awarded a permanent position the Company will deduct the Unions initiation fee from the employee and remit the initiation fee to the Union. The employee's status will then change to a **permanent** employee on the permanent employees seniority list. As a permanent employee **the** members Union **dues** will be **deducted by the** Company and remitted to the Union on a monthly **basis**.

LETTER OF UNDERSTANDING NO. 13

Re; Charters of 8 Hours Or More

This Letter of **Understanding** concerns “Charters of eight (8) **hours** or more.

- a) Article 19.01.2 states that “Drivers may not work in excess of **ten (10) hours** per day.”

The Company and the Union agree, that on a normal workday, a combination of school bus work and local charter work will not exceed ten (10) hours. The Company and the Union also agree that a person that receives a charter which is scheduled to be eight (8) hours or more shall be under the terms and conditions of the National Safety code for allowable hours of work which may exceed ten (10) hours per day,

- b) When a driver is on a multi-day charter and has accommodation available, the driver shall be allowed to return to their motel and book off duty rather than remaining on standby waiting for the customers provided:
- i. The period of time the driver will be able to book off duty will not be less than sixty (60) minutes if the book-off is at the driver's discretion or two (2) hours if the book-off is at the Company's discretion.
 - ii. The driver will not receive less than a minimum of eight (8) hours at the full rate of pay for the day.
- c) When a group is transported to another town and remains at that location for a period of time and the driver returns home, the return charter will go to a driver from the area in which the group originated (e.g. when a MacKenzie charter goes to Valemount and the driver returns to MacKenzie, the return of the group is a MacKenzie charter, and goes to the senior MacKenzie driver who signs on the charter if there is a driver in the original area available to do the charter).
- d) On a long charter (not overnight) to another town, if the driver is going to be waiting for a period that will not enable him or her to return within his or her

hours of work (as in the National Safety Code) the Company will supply a motel room (day room). The hours off duty must be four (4) hours or more.

- e) If a charter is ten (10) hours or more, but not overnight, the driver will be paid *the actual cost of meals* to a maximum equal to one-half (1/2) of the meal allowance for overnight charters (Article 23.01). The *ten (10) hour* calculation shall be based on a drivers start and finish time at the end of the day; not total hours worked which may include standby at one-half (1/2) the hourly rate.
- f) On overnight charters, on the day the group departs, the driver will receive eight (8) hours minimum pay (or actual time worked, which ever is greater if the driver begins work before 12:00 noon. If the driver begins work after 12:00 noon, the time paid will be actual time worked. The same will be paid on the day of the groups return. If the charter does not pay a minimum of eight (8) hours pay for the day, the driver shall be paid a minimum of two (2) hours pay for each time the driver reports for work to shuttle passengers.

This Letter of Understanding may be cancelled by the Company or the Union upon 30 days written notice to the other party.

LETTER OF UNDERSTANDING MO. 14

Re: Article 16:02 Payment of Statutory Holidays

The Company and the Union agree to the following conditions:

If the School District goes to a four (4) day workweek, the calculation for entitlement to Statutory Holiday pay will be altered in (b) to "ten(10)" from "fifteen(15)" to determine the number of days an employee must work in a thirty (30) calendar day period to be entitled to Statutory Holiday pay.