

THIS AGREEMENT ENTERED INTO
THIS 22 DAY OF July 2004

BETWEEN:

DIVERSIFIED TRANSPORTATION LTD.
ST. ALBERT TRANSIT DIVISION
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART

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PREAMBLE

It is the intent and object of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the service, to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of differences, and establish conditions of employment to be observed between the Parties hereto.

In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to all employees working as Transit Operators of Diversified Transportation Ltd. (St. Albert).

ARTICLE NO. 2 - UNION SECURITY

- A. The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as Transit Operators (St. Albert).
1. It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the Union.
 2. The Union will supply the Company with application forms for Union Membership and Dues Deduction, which shall be signed by all new employees on the day on which the employee is hired. All completed forms shall be returned to the Union, and shall serve as notification of commencement of employment.
 3. The Company agrees, for the duration of this Agreement, to deduct from the first (1st) paycheque of each month, the monthly dues and assessments of any employee covered by this Agreement, and remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted. The Initiation Fee will be deducted upon completion of the Probationary Period.
- B. 1. **Full-time Employees** - A full-time employee will be considered as such when -
- a) the employee has completed his/her probationary period,
 - b) the employee makes himself/herself available to the Company for full-time employment by being available for AM and PM shifts, five (5) days a week, and
 - c) the employee bids twenty-eight (28) hours off a sign-up.
2. **Permanent Part-time Employees**
- A permanent part-time employee shall be considered as such when -
- a) the employee has completed his/her probationary period,

- b) the employee makes himself/herself available to the Company for permanent part-time employment by being available for AM or PM shifts, five (5) days a week, and aspires to a full-time position, and
- c) the employee bids twenty plus (20+) hours off a sign-up.

3. Casual Employees

- a) The employee has completed his/her probationary period,
- b) The employee bids nineteen (19) or less hours off a sign-up, or no commitment other than the signed piece of work, or a minimum of four (4) shifts per month.

C. Probationary Period

- 1. All newly hired employees shall be considered as probationary employees for the first ninety (90) working days of employment.
- 2. A probationary employee is one that has completed training, and has been certified for full transit status, and remains available for at least four (4) shifts per month.
- 3. Ninety (90) working days - a working day for the purpose of this item is hereby defined as four (4) hours of pay, and ninety (90) working days can take up to six (6) months to complete. Progression to the next classification is automatic on the seventh (7th) month.
- 4. An employee still within his probationary period will be dispatched on a seniority basis, wherever he is qualified.

ARTICLE NO. 3 - GENERAL

A. Management Rights

- 1. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- 2. The Company shall always have the right to hire, and to discipline, demote, or discharge employees for proper cause.
- 3. An employee will receive a copy of any disciplinary record placed on their file, including written reprimands, with a copy to the Union. However, the incident causing such disciplinary record will not be taken into account to compound other disciplinary action taken against the employee if the incident is more than twelve (12) months old.
- 4. Rules and regulations that are in effect shall be posted in a conspicuous place on the bulletin board, and any disciplinary action shall take place within seven (7) days of the occurrence of the offence, or on completion of an investigation of an offence.
- 5. The Company will post a Harassment Policy

- B. 1. The Union Members shall elect, or the Union may appoint, one (1) Shop Steward and two (2) assistant Shop Stewards. Upon written notice to the Company of such election or appointment, the Company shall recognize such Shop Stewards and shall not discriminate against them for lawful Union activity.
- 2. In the event of a layoff or a reduction in the work force, the Shop Steward(s) shall be given preference of employment.
- 3. The Lead Shop Steward, when requested to attend Grievances as set out in Article No. 9 or disciplinary meetings or negotiations, will be paid for all time lost at his regular rate of pay.

ARTICLE NO. 4 - SENIORITY

- A. Seniority shall be by terminal, and shall be based on the length of continuous service an employee has been on the payroll subject to Section "C" of this Article.
- B. An employee shall lose all seniority rights for any one (I) or more of the following reasons:
 - 1. voluntary resignation, or promotion beyond the scope of this Agreement
 - 2. discharge for just cause
 - 3. failure to return to work after a layoff under Section "C" of this Article.
- C. 1. Seniority shall prevail in the event of layoffs, with the junior employees being laid off first.
- 2. The Company agrees to rehire laid off employees on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, he shall be notified by Registered Mail, directed to the employee's last known address, and such employee will be allowed seven (7)days to report to work.
- 3. Any employee who has been on layoff for twelve (12) or more consecutive months shall be removed from the seniority list, and the Company shall be under no further obligation to such employee.
- D. 1. The Company will post and maintain terminal seniority listings. Any employee wishing to protest his seniority must do so by formally reducing his or her protest to writing, and submitting same to his supervisor and the Union within thirty (30) days of the posting of a modification or change to the seniority listings.
- 2. Lists will be made up as follows:
 - a) full-time employees
 - b) permanent part-time employees
 - c) casual employees
- 3. In the event a permanent part-time employee is moved to the full-time board, they shall be placed at the bottom of the full-time seniority list.
- 4. In the event a casual employee is moved to the part-time board, they shall be placed at the bottom of the part-time list.

- E.
 - 1. No permanent part-time or casual employee will be used when a full-time employee is available and desires the work subject to overtime.
 - 2. No casual employee will be used when a permanent part-time employee is available and desires the work, subject to overtime.
- F. **Transit Bidding - ST. ALBERT**
 - 1. Terminal seniority shall prevail for the purposes of bidding.
 - 2. Notwithstanding the forgoing, a general bid shall take place six (6) times a year, at which time all runs will be open for general bidding, subject to clients' wishes.
 - 3. All new runs or vacancies on existing runs are subject to seniority, and shall be posted in a conspicuous place for seven (7) days for bid, whenever possible.
- G. All operators shall be dispatched according to agreed upon Local Dispatching Rules. All rules shall be governed by seniority. Dispatch Rules may be reviewed and may be amended, if required, annually.
- H. Management, dispatchers and inspectors will only be used in emergencies.
- I. **Call-outs**
 - a) Call-out on Statutory Holidays will be subject to seniority.
 - b) Call-outs for extra runs will be voluntary and be subject to seniority. The Company shall establish reporting time for each run, and will notify the operators accordingly.

ARTICLE NO. 5 - PAY AND WORKING CONDITIONS

The rates of pay as described in the Agreement shall be compensated in full for all time on duty, and all work performed, which shall cover all work required of an operator before, after, and during his assignment of a run.

A. Rates of Pay - Operating a St. Albert Transit Bus

BUS OPERATORS	expressed as \$ per hour		
	July 1/04	July 1/05	July 1/06
Full-time	\$15.20	\$15.66	\$16.13
Permanent Part Time	\$15.05	\$15.50	\$15.97
Casual	\$14.30	\$14.73	\$15.17
*Probationary	\$13.00	\$13.39	\$13.79

* Probationary rate as above for the probation period. After the probation period is concluded, until a year of service is completed, the rate paid per hour would be one dollar (\$1.00) per hour less than the permanent part-time rate.

Charter - appropriate rates listed above.

B. Hours of Work -SATURDAY THROUGH FRIDAY

The normal hours of work shall be forty (40) hours per week on basis of:

1. five (5) consecutive days of eight (8) hours per day, or
2. four (4) consecutive days of ten (10) hours per day.

C. Employees will be guaranteed two (2) hours of work, or pay, for reporting to work.

D. In the event that an operator is requested to work beyond the daily or weekly maximum hours in B. above, or on a Statutory Holiday, the applicable overtime rate of one and one-half (1½) times the regular rate shall apply.

E. Hourly pay commences from designated time of departure, and ceases at time of arrival at barn, or turnover. Notwithstanding, each operator is to arrive ten (10) minutes prior to designated departure time, for the purposes of checking out the bus. The aforementioned ten (10) minutes shall be paid at one-half (½) times the regular rate of pay.

F. When a Statutory Holiday occurs within the work week, the regular hours of work shall be reduced by the appropriate amount.

G. Adequate parking facilities will be made available for employees' cars,

H. The Company will supply uniforms after the conclusion of the probationary period. The uniform will be of Company choice, and will consist of one (1) sweater or tunic, two (2) shirts, two (2) pants/split skirts/shorts, and one (1) tie. The said uniform will be maintained by the operator. The Company will contribute an annual allowance of two hundred dollars (\$200.00) for each full-time operator, based on each two thousand (2000) hours of service. When an employee leaves the employment of the Company, the uniform must be returned to the Employer in its entirety.

Any Company requested or government required physical or medical examination shall be promptly complied with by all employees, providing however the Company shall pay for such physical or medical examination, and for all time lost as a result thereof, during his/her regular working hours.

Should the Company require employees to attend courses or training, the Company shall pay one hundred percent (100%) of the regular hourly wage to all employees to attend, except trainees prior to hiring.

J. **Bereavement Leave** - When death occurs to a member of a full-time or part-time employee's immediate family, the employee will be granted upon request an appropriate leave of absence, and if he attends the funeral, he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any days prior to the funeral, the day of the funeral and the day after the funeral, for a maximum of three (3) days.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, step-sons, step-daughters, step-mother, step-father, and grandparents.

- K. **Jury Duty** - Any employee who is required to perform Jury Duty on a day on which he would normally have worked, or attends court in response to a subpoena, will be reimbursed by the Company for the difference between the pay received for Jury Duty or witness attendance, and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day, or forty (40) per week, less pay received for Jury Duty. The employee will be required to furnish proof of jury service or witness attendance, and Jury Duty pay or Witness Fee received therefor, and the employee shall be responsible to account to the Company for witness fee received, both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or witness attendance shall, subject to this provision, make himself available for work before and after required for such duty, whenever practical.
- L. Company-authorized leave of absence for any reason other than ill health shall be in writing, and will consist of a maximum of thirty (30) working days. Any extension of leave of absence over thirty (30) working days shall be in writing, and agreed upon by the Union, the Company, and the employee concerned.

ARTICLE NO. 6 - STATUTORY HOLIDAYS

- A. All employees shall be entitled to eleven (11) Statutory Holidays. The said Statutory Holidays are -

New Years Day	Civic Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Labour Day	Boxing Day
Family Day	
- B. Payment for the above mentioned holidays shall be in an amount equal to four point four percent (4.4%) of the gross earnings of the employee.

ARTICLE NO. 7 - VACATIONS

- A. Upon completion of one (1) year of service, all full-time and part-time employees shall receive two (2) consecutive weeks of vacation with pay, at the end of the year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which they qualified for such vacation.
- B. Effective date of ratification, upon completion of three (3) years of service, all full-time employees shall receive three (3) consecutive weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which they qualified for such vacation.
- C. Upon completion of nine (9) years of service, all full-time employees shall receive four (4) consecutive weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which they qualified for such vacation.

- D. The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.
- E. The cut-off date for vacation pay as mentioned in Article No. 6 and Article No. 7, shall be June thirtieth (30th) and December thirty-first (31st) of each year, and payment shall be made to the employee as soon as possible thereafter.

Vacation pay will be paid at time of vacation if requested in writing, fourteen (14) days prior to taking vacation.

ARTICLE NO. 8 - HEALTH AND WELFARE

- A. The medical and group insurance plan, covering all full-time operators of the St. Albert Transit operation, following two full calendar months following a new sign up in which they become eligible for the full time status of twenty-eight hours or more per week, shall be the Teamsters Health and Welfare Plan, including dental.
- B. The cost of the Plan shall be borne ninety percent (90%) by the Company, and ten percent (10%) by the employee. In addition, the cost of Alberta Health Care will be borne one hundred percent (100%) by the employee.

ARTICLE NO. 9 - GRIEVANCE PROCEDURE

All questions, disputes, and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Company Supervisor.

Time limit to institute a grievance -

- a) termination or layoff - ten (10) days
- b) all others - thirty (30) days

However, such employee will be entitled to representation by a Shop Steward or Union Representative

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union or Shop Steward, and the Company Supervisor.

STEP 3 - Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to steps 1 and 2, the grieving Party shall reduce his/her grievance to writing, and it will be referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company's representative authorized by the President of the Company. Such written notice must be made within the time limitations as indicated under Step 1.

STEP 4 - Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company.

STEP 5 - Failing settlement under Step 4, an application may be filed with the Alberta Labour Relations Board, seeking the assistance of a Mediator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the Parties.

STEP 6 - Failing settlement under Step 5, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator's decision will be final and binding, and shall be applied forthwith.

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

ARTICLE NO. 10 - NO STRIKES OR LOCKOUTS

The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes, or other collective action which will stop or interfere with production during the life of this Agreement.


ARTICLE NO. 11 - TERMINATION

- A. The Agreement shall become effective July 1, 2004 except as otherwise provided in this Agreement, and shall continue in full force and effect until a new Agreement is concluded as hereinafter provided.
- B. Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to the thirtieth (30th) day of June, 2007.
- C. In the event the Parties are unable to conclude a new Agreement following the giving of notice as provided in B. above, the Parties hereby agree to request the Minister of Labour to refer all outstanding matters in dispute to a Collective Bargaining Arbitration Board, whose decision will be binding.
- D. Such Collective Bargaining Arbitration Board shall be constituted, and shall carry out all functions and powers, as set forth in Part 6, Division 1 of the Labour Relations Act (R.S.A. 1980).

SIGNED THIS 22 DAY OF July, 2004

ON BEHALF OF THE COMPANY:

Diversified Transportation Ltd.
St. Albert Transit Division



R. Colborne, President

ON BEHALF OF THE UNION:

General Teamsters,
Local Union No. 362



Keith Norris, Business Agent

QUALIFICATIONS OF TRANSIT OPERATORS

1. Be in possession of a Class 2 Alberta Operators License with "Air" brake endorsement.
2. Provide a satisfactory and current copy of his/her driving abstract, with a maximum of three (3) demerit points.
3. Be in possession of a Defensive Driving or PDIC certificate dated within ninety (90) days of employment.
4. Have at least three (3) years of experience driving a vehicle.
5. Have not, in the seven (7) years immediately preceding the date of commencement of training, been convicted of an offence with respect to the operation of a motor vehicle under the Criminal Code of Canada.
6. Complete training.

LETTER OF UNDERSTANDING

BETWEEN: DIVERSIFIED TRANSPORTATION LIMITED
St. Albert Transit Division

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362


RE: Health & Welfare Commencement

The Parties hereto agree that all former full-time employees of Grey Goose Bus Lines who are hired by DTL St. Albert Transit at the time of implementation of this agreement, will be enrolled in the Prairie Teamsters Health and Welfare Plan with no waiting period for coverage to take effect.

Former employees of Grey Goose Bus Lines hired after implementation of this agreement will be treated as any other new hire, and will be required to serve the waiting period prior to coverage being implemented.

SIGNED THIS 22 DAY OF July 2004

ON BEHALF OF THE COMPANY:
Diversified Transportation Ltd.
St. Albert Transit Division



R. Colborne, President

ON BEHALF OF THE UNION:
General Teamsters,
Local Union No. 362



Keith Norris, Business Agent