

COLLECTIVE AGREEMENT

Between

FARWEST COACH INC.

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
CAW LOCAL 114**

CAW  TCA
CANADA

APRIL 1, 2006 TO MARCH 31, 2009
13904 (02)

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WITNESSETH that the Parties mutually agree as follows:

ARTICLE 1 - LENGTH OF CONTRACT

1.01 Duration

The following wage schedule and working conditions shall be binding on the parties and shall govern all employees of the Company referred to therein for the period commencing **01 April 2006** and ending **31 March 2009** and thereafter, unless and until it is reopened as provided for in ARTICLE 2. The Parties to this Collective Agreement agree that the Collective Agreement shall be written in gender-neutral language and whenever the masculine is referred to in this Agreement; it shall also include the feminine.

1.02 Agreement to Continue

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 Employer commences a legal lockout, or
- (c) the parties enter into a new or further Agreement.

1.03 Change in Terms or Conditions

During the continuation period provided in Article 1.02 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 this Agreement.

ARTICLE 2 - NOTICE PRIOR TO EXPIRY

2.01 Notice to Bargain

Either party to the Collective Agreement may at any time within 4 months immediately preceding the date of expiry of the Agreement, by written notice, require the other party to the Agreement to commence collective bargaining. Where no notice is given, both parties shall be deemed to have given notice under this ARTICLE 60 days prior to the date of expiry of the Agreement.

2.02 Commencement of Bargaining

Where notice to commence collective bargaining has been given, the parties to the Collective Agreement shall, within 10 days after the date of notice, commence to bargain collectively, in good faith, and shall make every reasonable effort to conclude a Collective Agreement, or a renewal or revision thereof.

2.03 No Strike or Lockout

There shall be no strike or lockout so long as this Agreement continues to operate.

ARTICLE 3 - UNION SECURITY

3.01 Exclusive Bargaining Agent

The Company recognizes the Union as the exclusive bargaining agent for all the employees referred to herein, and will not discriminate against any employee because of his/her connection with same.

3.02 Maintain Union Membership

All employees, when hired by the Company, will immediately join the Union and will continue to maintain their Union membership as a condition of employment.

3.03 Introduction to Shop Steward

Each new employee hired by the Company will, within the two week training period be introduced to the appropriate Shop Steward (time not paid) and the Shop Steward shall be granted a maximum half an hour (at regular rates) paid Union orientation.

3.04 Union Dues Deduction

The Company agrees to deduct once each month, from the earnings of each bargaining unit member covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union. The total amount so deducted, with a statement of the amount deducted by the Employer, shall be forwarded to the Union, prior to the fifteenth (15) day of the month.

3.05 Bulletin Board

The Company will provide a five (5) foot by three (3) foot enclosed glass fronted bulletin board to be solely used by the Union for the purpose of posting bulletins, notices, memos, etc.

3.06 Vehicle and Office Union Insignia

All vehicles that are directly owned or leased and operated by the Company shall have the CAW insignia decal affixed to them. The CAW "Union Shop" certificate shall be displayed in all appropriate areas in the Company's premises. Management vehicles exempted.

3.07 Bargaining Unit Work

- (a) Bargaining unit work shall not be performed by anyone outside the bargaining unit while qualified bargaining unit employees are reasonably available to perform that work except as follows:
 - (i) Management or supervisory personnel may perform vehicle change-offs or work of an emergency nature.
 - (ii) Where there are no Employees reasonably available to perform the work in question, or able to perform the work in question.
 - (iii) When Management or Supervisory Personnel must, due to lack of available bargaining unit employees, operate a vehicle in revenue service the hours worked shall be paid to the employee to whom the work would have otherwise been assigned.
- (b) The Employer shall not contract out any bargaining unit work except as provided for below:
 - (i) Where there is no bargaining unit member available to perform work of an urgent nature or,
 - (ii) There is no bargaining unit member available who can efficiently perform the duties associated with what would normally be considered bargaining unit work.

This Article does not apply to the Company's limited use of taxi cabs for the purpose of supplementing service.

Where bargaining unit work is contracted out as set out above, no Employee will suffer a reduction of regular hours or a lay off and, there shall be no reduction in the workforce as a result of any contracting out.

ARTICLE 4 - MUTUAL RESPONSIBILITY

4.01 Mutual Responsibility

- a) It is the responsibility of the individual employee to obey the lawful instruction of all supervisory personnel of the Company and to perform all their work efficiently, carefully, with due dispatch, and to the best of their ability, and it is recognized to be the duty of the Union to explain fully to its members their responsibilities and obligations under the Collective Agreement. It is further recognized to be the duty of the Company to

explain fully the terms of the Collective Agreement to all its officers, foremen, and others engaged in a supervisory capacity.

- b) The parties concur that it is paramount that activities of the operation are conducted in a safe secure manner. When the Company has good faith grounds to believe that an employee has an alcohol or substance abuse problem, and that the safety of the employee or of other employees, passengers or other persons may be jeopardized, the Company may require a random drug and alcohol test to ensure the employee is safe to work.

Any such employee shall have the right to Union representation throughout the process.

Any employee subject to this clause shall be treated with the strictest confidentiality.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 No Interference with Grievance Procedure

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this ARTICLE without interference with, or stoppage of, work. It is understood that at the second step of each grievance, and in all proceedings thereafter, up to and including arbitration, any National Officer may accompany the Union Standing Committee in their meetings with Company officials.

5.02 Initiation of Discipline

Should the Company fail to initiate discipline within fourteen (14) working days from the date that the alleged offence took place, the Company will have waived their right to do so. **However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) day time limit will begin on the date the employee returns to work.**

5.03 Either Party May Initiate a Grievance

Either party may initiate a grievance. If a grievance is not settled at any one step of the grievance procedure, the grievor shall have the alternative either to abandon it or proceed to the next successive step within the time allowed in the scale following. By mutual agreement between the Company and the Union, the processing of any grievance may begin at the second step. The successive steps of the grievance procedure are:

5.04 Parties to the Grievance

In the event of a local management change the Company agrees that all matters of grievance or discipline will be dealt with by the Grievance Committee and the President of the Company.

5.05 Paid Time for Stewards

Shop Stewards shall conduct all grievance investigations and grievance meetings on Employer paid time at regular rates of pay (will not attract overtime) when such investigations or grievance meetings are conducted with the employer in attendance.

5.06 Grievance Procedure

The successive steps of the grievance procedure are:

(a) Step 1:

Should there be any dispute or complaint as to the interpretation of any of the clauses of the Collective Agreement, or any grievance arising out of the operation of the Collective Agreement, the employee, except in cases of discharge or suspension, shall continue to work as per the conditions existing prior to the time the dispute, complaint or grievance arose, and such dispute, complaint or grievance may be taken up orally with the employee's immediate supervisor with the shop steward.

A grievance must be initiated by the employee or the Union within 14 working days of the Company making written adjudication of any infraction with copy of same sent to the Union. Failure to do so will disqualify the grievance. The Company has fourteen days to adjudicate an accident or else the accident is considered non-preventable provided that if the Company requires an extension of time such extension will be granted by the Union.

(b) Step 2:

If no satisfactory settlement is made, the employee may, within ten (10) days, refer the question to the Grievance Committee. Within 3 days after written notification, by either the Grievance Committee or the Company to the other, of the existence and general outline of any dispute, complaint or grievance, the Company and the Union shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than 5 days after such notice is given. In the event the Company has a grievance to which no satisfactory settlement is made at stage 1, it must submit a written grievance to the Union within 13 days of the attempted resolution

of the dispute in stage 1. Subjects not listed on the written notice shall, nevertheless, be dealt with.

If the Company and the Union are unable to arrive at a satisfactory settlement within 5 days, the question may, within ten (10) days, be taken up directly with the President or his delegate.

(c) Step 3:

If the President and the Local Union are unable to come to a satisfactory settlement within 5 days, the question may, within 30 days, be referred to an impartial board of arbitration.

5.07 National Representative

It is understood that in all discussions concerning grievances, any national officer may accompany the Union in their meetings with the Company.

5.08 Time Limits

(a) In the event a grievance has not advanced to the next step within the time limits set forth in Article 5.06(a), the grievance shall be deemed abandoned and all rights of recourse to the adjustment of complaints under the Collective Agreement in respect of this grievance shall be at an end.

(b) The Company will respond to each step of the grievance procedure within ten (10) days of the Union presenting the grievance. Failure to respond within the ten (10) day period will result in the grievance being agreed to by the Employer.

(c) The time limits between steps may be extended by mutual consent.

5.09 Arbitration Procedures

Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. An Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify, or add to any provision of this Agreement or to substitute any new provision for any existing provision, or to render any decisions inconsistent with the terms and provisions of this Agreement.

(a) Single Arbitrator

The Board of Arbitration shall consist of a single arbitrator mutually selected by the Employer and the Union.

(b) Binding Effect

The findings and decision of the Board of Arbitration on all questions shall be binding and enforceable on all Parties.

(c) Cost Sharing

Each party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

(d) Binding Recommendations

While the grievance investigation process is intended to yield only non binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must, be made in advance of the appointment of the Investigator or Officer.

(e) Time Limits

The issue must be heard within ninety (90) days of application and a decision must be rendered within forty-five (45) days of the completion of the hearing.

5.10 Expedited Procedure

(a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure as outlined in this Collective Agreement:

- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (ii) The outcome will be binding on both parties.
- (iii) The cost will be borne equally by the parties.
- (iv) The procedure cannot be used should an application for a Settlement Officer, under Article 87 of the Labour Relations Code, have been made by either party.
- (v) No legal counsel will be used by either party. The Union will use elected officers or Union representatives.
- (vi) The number of cases to be heard at any given time will not exceed three (3).

- (vii) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- (viii) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
- (ix) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- (x) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
- (xi) General rules of evidence will be waived except for the rule of "onus".
- (xii) Procedure Guidelines
 - 1) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
 - 2) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.
 - 3) The Decision: If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
 - 4) Arbitrators or Investigators shall be drawn from the following list:
 - J. Korbin
 - V. Readyor such others as may be agreed by the parties and added to.

ARTICLE 6 - DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

6.01 Just and Reasonable Cause

The Company can discipline, suspend, or dismiss any employee for just and reasonable cause without interference by the Union, provided the Union shall have the right to appeal through the grievance procedure set out in ARTICLE 5. No disciplinary notation will be entered onto an employee's record without the concerned employee and the Union being provided copy of same. The Company will provide the Union with a copy of the Adjudication of all accidents, preventable or non-preventable.

All discipline entered on an employee's personnel file shall be removed after 24 months provided that no other discipline of a similar nature has been included on that employee's file in the 24 months after it was entered.

Upon request of an employee, that employee shall have access to review their personnel file within three (3) days of making the request.

ARTICLE 7 - PROBATIONARY PERIOD FOR NEW EMPLOYEES

7.01 Probation Period

Each new employee shall be placed on probation for five hundred (500) hours from date of hire, including the training program. As the probationary period is for the purpose of evaluation, any absence from the job shall not be included in the probationary period. The Company may terminate during the probationary period with just cause and without prejudice provided the Union may grieve the termination of the probationer. Upon completion of the probationary period, the employee shall be notified by the Company of his/her successful completion and his/her classification as an employee.

7.02 Incident Adjudication

The Company shall within 14 days adjudicate an incident, and if no action is taken by the Company within the 14 days following the incident any action taken by the Company shall be deemed null and void. If a suspension of an employee results from the incident, that suspension must be served by the fifteenth day after the incident and no casual or full-time employee shall work the day of their suspension. **However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) day time limit will begin on the date the employee returns to work.** If a casual employee receives a suspension, the suspension will be deemed as an eight hour day and shall be considered part of their 40 hour work week. In the event a casual has worked 32

hours in the week the suspension occurs, the Company shall offer any additional work to the employee who received the suspension only after every other casual has been offered the work subject to no overtime being incurred.

7.03 New Employee Information

The Company agrees to forward the name, address and telephone number of new employees, and any changes thereto, to the Union Office.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Leave May be Granted

Leave of Absence under fourteen (14) days may be granted by the Company. **Such leave shall not be unreasonably withheld.**

8.02 Prime Time for Leaves

Excluding the period from June 15 to September 15 in each year leave of absence without pay for less than 14 calendar days shall be granted insofar as the proper operation of service will permit (proper operation to be determined at the sole discretion of the Company), upon an employee's application.

8.03 Leave for More than 14 Days

Leave of absence of more than 14 calendar days shall be granted only with the permission of the Company and the Union. Classification seniority shall not accrue after a leave of one calendar month and that the vacation anniversary date shall be adjusted to reflect the amount of leave and that any leave granted will be on a one time basis per employee. **Any leave granted under this clause shall require that the employee be responsible for all fringe benefit costs from the date of the leave until their return, in addition the employee shall have their vacation pay and entitlement prorated.**

8.04 Leaves for Union Business

- (a) Leave of absence for employees engaged in Union work will have preference over all other applications. Any employee elected to office in the Union, which requires his/her absence from the Company's employ, shall retain his/her seniority and all privileges of an active employee and upon his/her retirement from such work will return to the Company's employ.
- (b) The Company will grant a leave(s) of absence to any employee attending official Union business (courses, convention, etc.).

- (c) The Union will give the Company a minimum of fourteen (14) days written notice of such leave where possible.
- (d) Any Union member elected or appointed to a full-time or part-time Union position/job will be granted an unlimited leave (as long as the position lasts) and will continue to accrue seniority during the Union leave.
- (e) When the Union leave is finished, that employee will return to his/her previous position (or equivalent if the position no longer exists) with no loss of seniority or privileges.
- (f) The Union will provide a minimum of thirty (30) days written notice for such a leave where possible.

8.05 Failure to Report

Any employee on leave of absence for any reason, who fails to report for duty or fails to contact the Company with a suitable explanation at the expiration of such leave, will be considered to have left the service of the Company.

8.06 Maternity Leave

Maternity leave without pay will be granted for the full UIC benefit period.

8.07 Medical Appointments

The Company will not unreasonably deny a leave of absence(s) and will automatically grant requests of leave for medical appointments, however, where the Employer's ability to effectively deliver the service may be affected, the Employee in need of a leave for a medical appointment shall make reasonable effort to move the appointment to accommodate the service requirements. If the Employee is not reasonably able to move the appointment the leave will be granted as requested.

ARTICLE 9 - ANNUAL VACATION

9.01 Definitions:

YEAR shall mean calendar year

DAY shall mean work day

SERVICE shall mean an accredited service with the Company, which is the total of all periods of service as an employee of the Company or predecessor companies.

9.02 Vacation Accrual

The Company will grant:

- 10 days annual vacation with pay after the first calendar year of service,
- 15 days annual vacation with pay in the third year of service,
- 20 days annual vacation with pay in the seventh year of service and,
- 25 days annual vacation with pay in the twelfth year of service and,
- 30 days of annual vacation with pay in the twentieth year of service.

9.03 Vacation Time Taken

Annual vacations may be taken any time during the calendar year according to the posted holiday block schedule, except that no vacation will be taken during the year of hire.

9.04 Vacation Pay

When an employee takes 60 percent of his/her annual vacation entitlement then he/she will be paid his/her entire annual vacation pay upon request.

Explanatory Notes:

In the third year: 2 years plus 1 day = 3 weeks

In the seventh year: 6 years plus 1 day = 4 weeks

In the twelfth year: 11 years plus 1 day = 5 weeks

In the sixteenth year: 15 years plus 1 day = 1 week bonus on a one-time
basis only

In the twentieth year 19 years plus 1 day = 6 weeks

9.05 New Employees

As the annual vacation period is earned on the basis of a calendar years work, a new employee who has only worked part of the previous calendar year will be entitled to take up to 10 days annual vacation and will be paid 1/12 of 10 days for each completed month or 4 percent of the total wages earned in the previous calendar year, whichever yields the greater amount.

9.06 Calculations

Payment for annual vacation earned during the previous calendar year (in accordance with T4 slip) will be based upon one of two calculations, whichever yields the greater amount:

- (a) The straight time wage rate of the employee's regular job at the time the vacation is taken multiplied by the number of hours in the period of vacation, or
- (b) The employee's gross earning less taxable benefits (in accordance with his/her previous years T4 slip) in the previous calendar year multiplied by a percentage rate applicable, i.e. 4, 6, 8, 10, or 12 percent
- (c) Any employee whose service with the Company is terminated shall receive vacation pay on the appropriate percentage basis based on their gross income less taxable benefits to the date of termination.
- (d) A laid off employee shall receive a pro-rated entitlement based on actual time worked. Nothing in ARTICLE 9 shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

9.07 Casual Clerks Calculations

The Casual Clerk's vacation entitlement will be calculated according to accumulated hours worked, i.e. 1,820 hours equals 1 year.

9.08 Pro-Rated for Lost Time WCB Injury or Illness

An employee who has lost time as the result of an accident as recognized by WCB, which cumulatively exceeds three months from the date of injury shall earn, after the year, vacation pay calculated according to the employee's entitlement on a prorated basis from the date he/she returns to work.

9.09 Pro-Rated for Lost Time Non-Occupational Injury or Illness

An employee who has lost time due to non-occupational sickness or injury which cumulatively exceeds **three (3)** months shall have his/her vacation pay calculated according to the employee's entitlement on a prorated basis for all time worked. The cumulative **three (3)** months of lost time shall, for calculation purposes, be considered as time worked.

9.10 Affect on Vacation Pay

An employee who requests and is granted leave of absence exceeding a cumulative total of 20 working days in a year shall have his/her vacation pay calculated according to the employee's entitlement on a prorated basis for all

time worked. Leaves of absence for Union business will not be included in the 20 days.

9.11 Affect on Pro Rated Vacation

An employee who has had their vacation prorated as a result of clause 9.08 or 9.09 shall be required to take vacation time (to the nearest week) only for the period for which they have accumulated vacation pay. For example if an employee has been absent from work for two years as a result of an (injury or illness) and returns to work in October, then they would only be required to take vacation in the following year for one week and would not have to sign for their full entitlement. If an employee wishes to sign for their full entitlement even though they do not have the equivalent vacation pay accrued they may do so.

9.12 Vacation sign Up:

The following procedures will apply to the sign-up for annual vacations:

- (a) All annual vacations will start on Sunday and end on Saturday.
- (b) Operators will keep their regular days off prior to and after vacations, subject to signed indexes and spareboard rules.
- (d) Any employee requesting 4 or 5 weeks straight vacation for the purposes of traveling will notify the Company and the Union in writing prior to the beginning of the annual vacation sign-up. All requests will be considered in order of date of application.
- (e) No change shall be permitted after sign-up has started (defined as after the first person has signed) without the approval of the Union and the Company.
- (f) A member shall use all accrued annual vacation entitlement, banked stat and floater stat time and shall not be paid out.
- (g) A member shall not trade vacation time with another member.

9.13 Vacation Rescheduled

A vacation shall not be re-scheduled or extended except in the case of a disability or illness which begins prior to the commencement of a vacation, or except in the case of an employee being required to attend court as a juror or witness for the Crown, then the vacation will be re-scheduled on request if the Company deems work arrangements permit. If it is not practical to re-schedule a vacation, then the employee shall receive pay in lieu of vacation. An employee must present a medical certificate on the prescribed form.

9.14 Vacation by Seniority

Choice of vacation periods will be on a seniority basis, subject the Company's right to determine how many employees may be on vacation at one time. Wherever possible, vacations shall be signed up in the first 2 weeks of November. The annual vacation period will be between the first Sunday in January and the week beginning with the last Sunday in December the following year.

9.15 Banking Statutory Holidays

Employees wishing to bank their stat holidays may do so by advising the company on the prescribed form prior to the commencement of the annual vacation sign-up. Stats may be taken in blocks of five. The company will determine the number of blocks to be available for signing vacation and stats prior to the commencement of each vacation sign-up. Blocks will be determined with due regard to service demands and the ability of the company to operate, except that there will be a minimum of seven operators off during July and August and **eight operators starting in 2007**. Employees signing stats will do so in seniority order once the annual vacation has been signed. In the event an employee takes their banked stats and subsequently resigns, is dismissed, or in any way fails to earn stats already taken the company will recover any pay given but not earned. Employees may take their second block of five statutory holidays **plus the Boxing Day Stat** at random subject to banking the first five stats in a block of five and the random stats may be taken by application to the company with a minimum of two weeks notice prior to the requested time off and the company shall approve the time off provided the operation of the service permits same which shall be determined at the Company's sole discretion. **Random statutory holidays not booked by October 31 shall be allocated by the Company up to and including March 31 of the following year.**

ARTICLE 10 - SENIORITY, LAYOFF AND REHIRE

10.01 Crossover

The parties agree that casual Employees in the various departments may crossover, from time to time, and perform work in other Sections of the Operation, i.e: Conventional Bus, handyDART Bus, Service Department, etc... pursuant to the following conditions:

- (a) Only casual Employees shall be able to crossover to another classification or department.
- (b) Casual Employees shall be able to crossover into another department or classification on any day where they have not worked in either their normal classification, or another classification pursuant to this Article.

- (c) No Casual Employee shall be able to crossover to another classification or department of the Operation in any week where they have worked 35 hours or more.
- (d) Any Casual Employee who crosses over to another classification or department must be able to perform all functions of the job they are filling in for.
- (e) Whenever a Casual Employee crosses over to another classification or department, they do so only to increase their total hours worked. The intention of this is to maximize hours for those Employees who do not receive a full week's work and reduce the need to hire new casual Employees while utilizing the services of current Employees to the fullest extent.
- (f) Casual Employees who crossover to perform work in another classification or department, that Employee shall not accrue seniority in those classifications or departments. Their seniority shall remain unchanged in the classification and department where that Employee normally works.
- (g) Once an Employee is converted to Full-Time status, that Employee will no longer be eligible to crossover to other classifications and departments.

10.02 Seniority Calculation

There shall be 2 types of seniority; namely Company Seniority and Classification Seniority.

- (a) Company Seniority shall be determined by an employee's last date of hire.
- (b) Classification Seniority shall be determined by the length of service within a classification. Employees shall have as accumulated Classification Seniority only that which was accrued in his/her classification as of 01-Jan-88. Thereafter all Classification Seniority shall be cumulative and maintained for all time in all classifications

10.03 Layoff by Seniority

In the event of a layoff in any classification the employee with the least seniority in that classification shall be laid off first. If the laid off employee possesses greater Company seniority than another employee within another classification, they may elect to displace the employee with the lesser Company seniority providing they have the demonstrated ability to perform the job requirements of the classification they are bumping into. Any full time employee laid off will also have the option of working as senior casual provided once again they have the demonstrated ability to perform the job. Provided the employee who is laid off

chooses to work as a senior casual the employee shall retain all benefits for a period of up to two years (the retention of benefits shall apply to the first two full-time laid off employees only).

10.04 Recall by Seniority

The last employee laid off shall be the first employee recalled, provided he/she can perform the available work.

10.05 Seniority Benchmarks

- (a) In the event of a layoff of an employee with less than 3 months of Company Seniority, his/her Company Seniority shall be maintained but not accumulated for a period of 3 months.
- (b) In the event of a layoff of an employee with more than 3 months and less than 1 year of Company Seniority, his/her Company Seniority will be maintained, but not accumulated, for a period not exceeding 6 months. If the Employee is not recalled within the above stated period, they shall be deemed to be terminated.
- (c) In the event of a layoff of an employee with 1 or more years of Company Seniority, his/her Company Seniority will be maintained but not accumulated for a period not exceeding 12 months. If the Employee is not recalled within the above stated period, they shall be deemed to be terminated.

10.06 Method of Recall

All employees who are laid off shall provide the Company with their address. The Company agrees to notify employees, by priority post, of a recall to any classification provided they are capable of performing the work required in the classification to which they are being recalled into. The employee must report for duty within 14 days from the mailing date of the priority post letter. An employee who does not answer the recall in the prescribed time shall be deemed to be terminated.

10.07 Successful Job Bid

Where an employee successfully bids on a posted job vacancy in accordance with ARTICLE 21, that employee shall have Classification Seniority accumulated from the date of his/her promotion except that, where it is determined within the 3 month period since the promotion the employee has been unable to adequately perform the job functions or the employee chooses to return to his/her former job, at a time convenient to the company, then he/she shall revert to his/her Classification Seniority shall be as if uninterrupted. Where an employee returns to his/her former job before the end of the 3 month period, and at a later date

successfully bids on the same job, his/her former time on the job will be accumulated toward the 3 month period.

10.08 Casual Employees

Casual employees shall accrue seniority only for the purpose of promotion to full time positions within the Company and shall be determined from the date of hire. Casuals have rights under this agreement and all provisions apply except where it specifically references casuals.

10.09 Enable to Return to Work

In the event that an Employee, due to illness, is unable to return to work after a period of 21 months, they shall be laid off, and if unable to return to work within an additional 3 months, they shall be deemed to be terminated should they be unable to provide medical evidence that they will be able to return within a reasonable projected start date.

10.10 Conditions

Qualifying conditions and resultant benefits:

- (a) Where an employee has been employed on a continuous **full time** basis for one or more years is to be laid off for a period of 3 months beginning the first working day in the month following the date of layoff; the current cost-sharing formula, providing all entitled employees prepay monthly their share of the premiums.

For the 3 month period following the first 3 months of layoff, entitled employees shall be given the opportunity to maintain the above listed benefits, providing the full premium cost of such benefits is prepaid monthly by the employee.

- (b) Where an employee has been employed on a continuous full time basis for a period of less than 1 year but longer than 3 months is to be laid off for a period not exceeding 6 months, he/she shall be entitled to a continuation of the above listed benefits for a period of 3 months, provided that the full premium cost of such benefits is prepaid monthly by the employee.
- (c) Employees qualifying under (a) or (b) above who are to be laid off, and where such layoff is anticipated by the Company to be for a period of longer than 6 months in duration, shall not be entitled to a continuation of benefits under this ARTICLE.
- (d) Should an employee who is laid off under this provision be recalled within the period of recall (6 months), the Company may reimburse such

employee for all or a portion of premiums for like benefits obtained elsewhere upon written application; such application to be supported by appropriate receipts.

ARTICLE 11 - CHOOSING OF WORK

11.01 Sign Up

A new sign-up shall take place approximately every 2 months in accordance with the sign-up schedule that the Company presents to the Union at the beginning of December for the following year. The sign-ups shall, where possible, end in conjunction with the end of a pay period. The Company shall consult with the Union before the sign-up schedule is finalized. In the event of a revision instituted by a party other than the Company, the Company will have 2 weeks after the implementation to make changes to the indexes and, at the request of the Union, start a new sign-up, provided that the change(s) affect the start and/or finish time of at least 5% of the indexes and a maximum of 30 minutes. In the event that there is a change in operating runs due to a revision mandated by BC Transit or the City of Kamloops, a new sign up will be presented to the Union at any time for a two week period prior to a new sign up which shall be completed within an additional 2 weeks.

11.02 Sheet Committee

The Company shall give the sign-up to the sheet committee, so that it can be posted, 4 weeks before implementation. The Union guarantees to provide the completed sign-up to the Company by 15:00 hrs on the Friday which is 8 days before the scheduled implementation date. The Union shall assign sign up times and will sign employees who have not signed themselves by their posted time.

11.03 Choosing of Work

Operators shall pick their work according to their Classification Seniority. The senior operator shall have first choice of all work for which he/she is qualified and able to work. The first senior operator shall be followed by the second in seniority and so on until all work is filled.

11.04 Posting of Sheets

The Company agrees to post sheets advertising all available work, coupling like hours with like hours whenever possible and allow all employees to sign for such work according to seniority, as provided for in this ARTICLE.

11.05 Signed Index

When an operator signs an index, the Company will not force or bump that operator off said index except in case of a layoff, in which case the operator reverts back to their signed up index on recall.

ARTICLE 12 - UNIFORMS

12.01 Uniforms for Permanent Operators

All permanent operators shall be provided with new uniforms, the cost of which shall be borne by the Company. Casual operators shall be provided with a minimum of two regulation shirts and one tie. Employees are only authorized to wear their uniform issue when on duty or are on their split.

12.02 Summer Regulations

During the warm weather, defined within the period March 1 to October 31, as per Company bulletin, employees will be permitted to wear the uniform issue short pants and remove their uniform jackets and ties, provided they are wearing a regulation shirt.

12.03 Tidy Appearance

All uniformed employees will appear for work in clean clothing and will, at all times, maintain a tidy appearance.

12.04 Upon Termination

- (a) Operators who terminate may keep all their uniforms issued except their winter jacket, provided they have been in the continuous employ of the Company for 1 year from the receipt of their uniforms.
- (b) Operators who terminate after 2 years continuous service from the date of receipt of their winter jackets may also keep same.
- (c) Any employee who terminates with less than 1 year of service from the date of issue of jacket and/or pants must return same.
- (d) Where an Employee chooses to keep their Uniforms as set out in the foregoing, may do so provided that all Company Crests are removed and returned to the Employer.

12.05 Cleaning Allowance

- (a) Conventional Operators in possession of a uniform will receive, to defray their cleaning costs, a monthly cleaning allowance of \$25.00.

- (b) HandyDart drivers shall receive \$15.00 per month to defray the cost of cleaning and repair of uniform entitlement effective the date of ratification.

12.06 Casual Employees Cleaning Allowance

Casual employees who have completed their probationary period and who have consistently worked in excess of 25 hours per week and the Company believes that they will continue to do so shall receive in addition to the above one tunic and two pairs of pants which will be replaced on proof of need and if the employee is terminated or laid off within two years of their hire date shall return said tunic and pants to the Company. A casual employee in possession of a uniform shall receive a cleaning allowance of \$10.00 per four week pay period provided they are not absent from work as a result of an LOA, vacation or illness then the allowance shall be pro-rated on a week determined basis.

12.07 Uniform Issue

- (a) HandyDart drivers shall be entitled to:
 - (i) Two pair pants
 - (ii) Two pair shorts
 - (iii) Two long sleeved shirts

 - (iv) Two short sleeved shirts
 - (v) One summer jacket
 - (vi) One winter jacket

- (b) Conventional drivers shall be entitled to:
 - (i) Two jackets
 - (ii) Two pairs of pants
 - (iii) Five Shirts
 - (iv) Two ties
 - (v) One winter jacket
 - (vi) One pair of pants on initial or subsequent issue may, on the employee's request, be substituted with a pair of shorts.

- (c) The Company shall pay for the cost of repairing a uniform, provided the damage is sustained in the course of duty.

- (d) The above issue for conventional and handyDart drivers shall be replaced on proof of need.

12.08 General

- (a) All woman's uniforms shall be tailored to fit a woman's body

- (b) All casual employees who have completed one thousand (1000) hours of work in the previous twelve (12) months shall be entitled to a winter jacket.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 Statutory Holidays

Statutory Holidays shall be deemed to mean:

New Year's Day	Good Friday
Easter Sunday	Victoria Day
Canada Day	B. C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any further day gazetted or declared by either the Provincial and/or Federal Governments.

ARTICLE 14 - STATUTORY HOLIDAY PAY

14.01 Statutory Holiday Pay

All employees shall receive their day's pay (minimum/maximum 8 hours) for each of the Statutory Holidays named in ARTICLE 13.01, except where it is an employee's day to work and he/she books off.

14.02 Qualifying Conditions

The employee must have completed his/her probationary period and must have worked his/her scheduled work day before or his/her scheduled work day after such Holiday unless failure to work his/her scheduled work day before or after the Holiday was due to any of the following events:

- (a) The employee is on his/her authorized paid vacation.
- (b) The operation in which the employee is engaged is curtailed or discontinued by the decision of the Company, and which curtailment or discontinuance changes or eliminates the employee's scheduled work day after such Holiday.
- (c) A trade in shifts agreed upon between employees and approved by the Company results in a temporary change of the schedule work day before or after the Holiday, provided the employee works the shift agreed upon.

- (d) The employee is on a leave of absence authorized by the Company.
- (e) An employee who has been on the payroll for more than 120 days and has been prevented from qualifying because of sickness or injury shall still qualify if he/she has worked at least 1 day during the 30 days just preceding the Holiday and meets the requirements of 14.02 above.
- (f) An employee shall not receive the above provided holiday pay if he/she has agreed to work on such holiday and fails or refuses to work, except in the case of bona fide sickness or other bona fide reason approved by the Company which prevents his/her working on such holiday.
- (g) An employee on WCB whose absence from work exceeds 30 continuous days shall not receive any statutory holiday pay that falls within the period of their absence.
- (h) All employees who qualify shall be paid 1.5 times their hourly rate of pay for all hours worked. Where an operator works an index which is less than 8 hours, including Mechanical Inspection Time (MIT), he/she shall be paid 1.5 times his/her hourly rate for a minimum of 8 hours. There will be no compounding of spreadover pay or shift premiums, however the overtime provisions shall apply to MIT.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 Bereavement Leave

When death occurs to a member of a regular full-time and casual employee's immediate family, the employee will be granted an appropriate leave of absence and shall be compensated at his/her regular straight time hourly rate for hours lost, to a maximum of 8 hours pay for a maximum of 3 days, **which may be granted in increments to be taken within seven days of the death**, casual employees shall be compensated on a prorated daily basis averaged over the average number hours worked over the last four weeks immediately prior to the bereavement leave. One day leave of absence without pay may be granted in order that an employee can act as pallbearer, except that this provision and the provisions for bereavement shall not be cumulative

15.02 Definitions

Members of the employee's immediate family are defined as the employee's spouse, common law spouse or same sex partner, mother, father, brothers, sisters, daughters, sons, stepchildren, mother-in-law, father-in-law, daughter-in-law, stepparents, grandparents, grandchildren, brother-in-law, sister-in-law and son-in-law.

ARTICLE 16 - PAY FOR WITNESS AND JURY DUTY

16.01 Appearance at Court

An employee compelled to attend an inquest or court on subpoena requested or procured by the Company or the Crown, on any matter pertaining to or arising out of the course of their employment, shall be paid scheduled rates for time lost and will be reimbursed reasonable expenses when away from home. Casual employees shall be compensated on a prorated daily basis averaged over the average number hours worked over the last four weeks immediately prior to being a witness or on jury duty. Any witness or Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on his/her days off, annual vacation or statutory holidays.

16.02 Jury Duty

When an employee is required to be absent from his/her regularly scheduled work to report for jury duty as prescribed by applicable law, **the employee shall be paid straight time hours he/she would have received for time lost (excluding any travel expenses). Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on his/her days off, annual vacation or statutory holidays. In addition, an employee required to be absent from scheduled work to report for jury duty interview and orientation shall be paid for time lost.**

16.03 Payment

In order to receive such payments, an employee must give the Company prior notice that he/she reported for and/or performed the duty for which payments are claimed and must report back to work promptly after being released or excused by the court, provided, however, that if an employee is on jury duty, the employee does not have to report back to work on the day they are released from said jury duty (Promptly being defined with regard to safety and the employee having the time to travel and change into their uniform.)

ARTICLE 17 - SAFETY MEETINGS

17.01 Safety Meetings

Safety meetings between the Company and the Union will be held in accordance with WCB regulations.

17.02 Training

The Employer shall pay eight (8) hour training for each Union member of the Occupational Health and Safety Committee each year.

ARTICLE 18 - HOURS OF WORK

18.01 Normal Work Week for Transit Operators

Normal work week for transit operators shall be 5 days, 40 hours, except that an employee being paid the 60 percent rate is not subject to the normal work week provision. At sign-up time an employee who changes days off does not constitute a penalty to the Company.

The Company agrees that if an additional index of thirty-seven (37) hours or more per week (including mechanical inspection time, and travel time) can be constructed, within a daily twelve (12) hour spread, the Company shall construct same and post that index for sign up as a full time position.

18.02 Splits

Splits of 25 minutes or less shall be paid as 1 shift.

18.03 Normal Work Week for Garage

Normal work week for garage employees shall be 5 days, 40 hours with consecutive days off. Except mechanics who are on the floater shift and as a result of shift change may work in excess of seven days straight may request to switch a day off provided it does not fall on a day where they would normally be the only person working on that shift (ie Saturday Sunday).

18.04 Normal Work Week for Office Staff

Normal work week for office staff shall be 5 days, **full time** office staff shall be 5 days, **35 hours to a maximum of 40 hours** with consecutive days off. Normal work week for handyDart dispatcher and clerk shall be 5 days, 40 hours with consecutive days off.

18.05 Normal Work Week for HandyDart

Normal **signed up** work week for **full time** handyDart operators shall be 5 days, minimum **40** hours. At sign-up time an employee who changes days off does not constitute a penalty to the Company.

18.06 Casual Employees

- (a) Casual employees shall be defined as employees who are provided work on a regular or irregular basis and due to insufficient operating hours cannot sign an index of 37 hours or more.
- (b) **Casual employees who work a full index shall be paid the same hours as the full time employee who normally works that index.**
- (c) **It is agreed that Casual Operators who have successfully completed their probationary period outlined in (f) below, will, qualifications being equal, by seniority, be promoted into full time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that full time employees, applying for the same positions will be selected for these posted positions before any Casual Operator who has applied.**
- (d) **Casual employees may be laid off from the casual list in inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casuals shall retain their seniority for one year to which they shall be reinstated to the casual list where it becomes necessary to expand the work force subject to the recall provisions under 10.06 of the Agreement.**
- (e) **Casual employees may leave their choice of work for the following day on the overnight sheet prior to 15:00 (3:00 PM). If the casual employee status warrants their choice, the work will be assigned to them as chosen. Casual employees not leaving a choice or leaving a choice for work they do not qualify for, they will be assigned work on the basis of the longest piece (or pieces) to the senior employee. When two or more pieces of work comprise the same hours, the work will be assigned to the senior employee on the basis of earliest finish time first.**
- (f) **All Casual Operators who are entitled to accrue seniority, as per 10.08, will be subject to a 480 hours probationary period to enable the Company to properly assess their capabilities to carry out the duties assigned to them.**
- (g) **Casual Operators entitlement to Statutory holiday pay shall be governed by the Employment Standards Act of B. C. (The Statutory Holidays are outlined in ARTICLE 13). A Casual Operator working on a Statutory Holiday shall be paid as per the Collective Agreement.**

- (h) All Casual Operators shall be paid four percent (4%) of total earnings as annual vacation pay and payments for the year shall be made at the end of February each year. Casual Operators who worked 7000 hours or more shall be paid six percent (6%) of total earnings and shall be paid at the end of February.

Casual operators may request, by signing the appropriate form, that vacation time may be held and paid out later in the year but in no event later than December 31st provided it is paid out in one lump sum payment.

- (i) Casual Operators when hired, shall be paid the starting rate (outlined in ARTICLE 22) of the Classification he/she is working in. In addition, after 500 hours of work, the Casual Operators will be paid the 3 month rate, and after 1500 hours, shall be paid the 9 month rate, as per ARTICLE 22 of this Agreement. If a full time employee is laid off, there will be no probationary period as a casual. The hours accumulated as a full time employee will be added as a casual.
- (j) Casuals shall apply for vacation with a request for an LOA a copy of which shall be forwarded to the shop steward. Requests for vacation LOA's shall not be unreasonably withheld.

- (k) Casual Employment to Full Time

It is agreed that when a Casual employee is promoted to full time, the number of hours accrued as a Casual will be credited to the qualification to benefits (including vacation entitlement). In other words, if a Casual has worked 1125 hours, they would only have to work an additional 375 hours to qualify for full benefits. Immediately upon moving from casual to full time the premium paid to Casual shall not apply. On the other hand, if a Casual employee has over 1500 hours of service and is promoted to full time they would be eligible for benefits as soon as they are appointed to the full time position.

- (l) The above reference to Casual Operators shall include all Casual employees and Casual classifications shall apply where applicable.
- (m) Casual office staff that are promoted to full time, the number of hours accrued as a Casual will be credited to the qualification for benefits (including vacation entitled). The basis for the calculation shall be 1500 hours.

18.07 Compressed Work

Notwithstanding the foregoing, the Employer may institute shifts that entail four (4) ten (10) days per week with three (3) consecutive days off or with two consecutive days off with a third as a floater.

18.08 Casual Employees Days Off

Casual employees will sign for one day off each week by Company Seniority. The Company will allocate the number of spaces to be signed each day. This day off sign up will be posted at each regular sign up and will be in effect for the life of the sign up.

ARTICLE 19 - OVERTIME

19.01 Overtime

Overtime rates shall be paid for all work performed as follows:

- (a) 1.5 times the regular rate for any work in excess of 8 hours, excluding MIT and makeup, in any one day.
 - (i) Employees working on a statutory holiday shall receive 1.5 times the regular rate of pay for work of 8 hours or less excluding MIT or travel time, in any one day. Makeup time shall not be paid if applicable.
 - (ii) Employees working on a statutory holiday shall receive 2 times the regular rate of pay for work in excess of 8 hours excluding MIT or travel time, in any one day.
 - (iii) Employees working on Christmas Day shall receive 2 times the regular rate of pay for all work including MIT but excluding any make-up time if applicable.
 - (iv) Employees working on a statutory holiday that falls on a Sunday shall receive 2 times the regular rate of pay for all work excluding MIT, travel time or makeup.
- (b) 2 times the regular rate for any work in excess of 12 hours, excluding MIT and makeup, in any one day.

- (c) Call Time
- (i) An employee called in on his/her work day shall receive a minimum of 2 hours at 1.5 times the straight time rate.
 - (ii) On an employee's day off, he/she shall be paid 1.5 times the straight time rate for all time worked, excluding MIT, and the minimum pay shall be the equivalent of 4 hours at straight time rates. After 4 hours the rate shall be 2 times the employee's rate of pay, excluding MIT.
- (d) Employees may bank overtime pay (exceeding 10 minutes a day) to be taken in pay or equivalent time off. Time off shall be granted at the discretion of the Company, keeping in mind the availability of casual operators. Employees must indicate on their overtime slips their desire to bank any overtime.
- (e) Once casual employees have exceeded 40 hours, all overtime shall be offered first to regular full-time employees who are on the overtime roster. Then overtime shall be offered to casual employees.
- (f) An employee working the New Year's Eve extended service shall be paid 1.5 times the regular rate for all hours worked except MIT, and shall in addition be given the equivalent time off for all time worked.
- (g) No premiums will be paid when overtime is paid.
- (h) Notwithstanding the above, employees will only be called and requested to work overtime on a day off once every employee scheduled to work that day has been offered the overtime first. All overtime is voluntary except as provided for elsewhere in this Agreement.
- (i) At the Company's discretion, and where the Company deems it necessary that overtime shall be worked by regular full-time employees, all overtime shall be rotated amongst these employees on a fair and equitable basis. Employees including service and mechanical personnel interested in working overtime shall make their intentions known on a sheet provided for this purpose at each sign up including any exceptions as to their availability at sign up, which shall be available at all times. Operators showing their availability for overtime may refuse for any reason and overtime shall be voluntary, however, if an employee turns down overtime three times during the term of the sign up their name shall be removed from the list. Casuals accepting overtime shall not have those hours applied, for the purpose of the next day's work. Employees wishing to work overtime in the service bay must be qualified.

- (j) Where an operator makes a claim for overtime, the employer shall accept or deny the claim, but in any circumstance the Operator shall be notified of the decision in writing should the overtime claim be denied.
- (k) **Overtime pay will not be paid for incidental unscheduled overtime of seven (7) minutes or less, however when unscheduled overtime does occur, it shall be paid out at a minimum of fifteen (15) minutes at straight time rates. For unscheduled overtime exceeding fifteen (15) minutes overtime rates shall apply. Notwithstanding the forgoing if an employee has makeup time in their index no additional time shall be paid until the scheduled and unscheduled time exceeds eight (8) hours.**
- (j) **Effective date of ratification drivers who miss their return bus or cannot make a connection within fifteen (15) minutes to the shop due to a missed connection or unavailability may submit an additional travel time slip which shall be paid at straight rates as additional travel time.**

19.02 SUNDAY TRANSIT

- (a) **Regular signed up transit work on a Sunday will be paid at straight time hourly rate, plus a premium of \$1.50 per hour for all time worked, excluding MIT and any Travel Time.**
- (b) **An employee working overtime on a Sunday will be paid overtime rates in accordance with ARTICLE 19 of the Collective Agreement.**
- (c) **Intent: An employee working overtime, will be paid overtime rates based on his/her straight time hourly rate. He/she will not be paid overtime rates compounded on the \$1.50 premium.**

ARTICLE 20 - PAYMENT OF WAGES

20.01 Pay Day

Payment of wages shall be made every second Thursday or as near thereto as practical, having due regard for Holidays. Pay cheques electronically deposited in each employee's account only. 100% of the employees must participate.

20.02 Payment for Day of Injury

If an employee is injured on the job and the accident is recognized by WCB, the Company will pay up to a minimum of 8 hours pay at the employee's hourly rate for the day of injury, provided WCB does not pay anything for the day of the injury.

ARTICLE 21 - PROMOTIONS

21.01 Promotions

Promotions and filling of vacancies within the bargaining unit are at the discretion of the Company and shall be made on the basis of skill, knowledge and ability. Where 2 or more applicants are considered by the Company as equal, seniority shall apply.

21.02 Vacancies

Job vacancies shall be posted on bulletin boards for 5 working days in order that employees may apply, except that the Company may assign an employee to the posted position before the posting expires. This does not preclude the Company at the time of the posting from advertising outside the organization.

ARTICLE 22 - WAGES

22.01 Wages

Effective April 1, 2005	Start	3 Months	9 Months	1,500 Hrs
Operator 1	\$18.36	\$19.28	\$20.63	\$21.09
Community Bus Operator	\$16.67	\$17.17	\$17.75	\$18.21
Dispatcher	\$14.28	\$15.05	\$16.67	\$16.67
HandyDart Operator	\$14.28	\$15.05	\$16.57	\$16.39
Journeyman Mechanic	\$22.32	\$23.16	\$25.02	\$25.11
Non-Journeyman Mechanic	\$19.44	\$20.31	\$21.49	\$21.95
Serviceman	\$16.69	\$17.56	\$18.94	\$19.40
Serviceman's Helper	\$15.43	\$16.32	\$17.50	\$17.96
Casual Clerk	\$13.36	\$13.36	\$13.63	\$14.04

	1st year	2nd year	3rd year
Accounting Clerk	\$15.81	\$16.81	\$18.36
Office Clerk	\$13.94	\$14.91	\$16.69
HandyDart Clerk	\$13.49	\$13.95	\$15.00

Effective April 1, 2006- 2%	Start	3 Months	9 Months	1,500 Hrs
Operator 1	\$18.73	\$19.67	\$21.04	\$21.50
Community Bus Operator	\$17.00	\$17.51	\$18.11	\$18.57
Dispatcher	\$14.57	\$15.35	\$17.00	\$17.46
HandyDart Operator	\$14.57	\$15.35	\$16.90	\$16.90
Journeyman Mechanic *	\$23.32	\$24.20	\$26.15	\$26.24
Non-Journeyman Mechanic	\$19.83	\$20.72	\$21.92	\$22.38
Serviceman	\$17.02	\$17.91	\$19.32	\$19.78
Serviceman's Helper	\$15.74	\$16.65	\$17.85	\$18.31
Casual Clerk	\$13.63	\$13.63	\$13.90	\$14.31

	1st year	2nd year	3rd year
Accounting Clerk	\$16.13	\$17.15	\$18.73
Office Clerk	\$14.22	\$15.21	\$17.02
HandyDart Clerk	\$13.76	\$14.23	\$15.30

Effective April 1, 2007- 3%	Start	3 Months	9 Months	1,500 Hrs
Operator 1	\$19.29	\$20.26	\$21.67	\$22.13
Community Bus Operator	\$17.51	\$18.04	\$18.65	\$19.11
Dispatcher	\$15.01	\$15.81	\$17.51	\$17.97
HandyDart Operator	\$15.01	\$15.81	\$17.41	\$17.41
Journeyman Mechanic*	\$24.37	\$25.29	\$27.33	\$27.42
Non-Journeyman Mechanic	\$20.42	\$21.34	\$22.58	\$23.04
Serviceman	\$17.53	\$18.45	\$19.90	\$20.36
Serviceman's Helper	\$16.21	\$17.15	\$18.39	\$18.85
Casual Clerk	\$14.04	\$14.04	\$14.32	\$14.73

	1st year	2nd year	3rd year
Accounting Clerk	\$16.61	\$17.66	\$19.29
Office Clerk	\$14.65	\$15.67	\$17.53
HandyDart Clerk	\$14.17	\$14.66	\$15.76

Effective April 1, 2008 – 3%	Start	3 Months	9 Months	1,500 Hrs
Operator 1	\$19.87	\$20.87	\$22.32	\$22.78
Community Bus Operator	\$18.04	\$18.58	\$19.21	\$19.68
Dispatcher	\$15.46	\$16.28	\$18.04	\$18.50
HandyDart Operator	\$15.46	\$16.28	\$17.93	\$17.93
Journeyman Mechanic *	\$25.47	\$26.43	\$28.56	\$28.65
Non-Journeyman Mechanic	\$21.03	\$21.98	\$23.26	\$23.72
Serviceman	\$18.06	\$19.00	\$20.50	\$20.96
Serviceman's Helper	\$16.70	\$17.66	\$18.94	\$19.40
Casual Clerk	\$14.46	\$14.46	\$14.75	\$15.16

	1st year	2nd year	3rd year
Accounting Clerk	\$17.11	\$18.19	\$19.87
Office Clerk	\$15.09	\$16.14	\$18.06
HandyDart Clerk	\$14.60	\$15.10	\$16.23

Shift Differential

Defined as work that begins between 6:00pm and ends by 1:30 am and a premium of \$.40 per hour shall only apply to the hours 6:00 pm to 1:30 am and shall not attract overtime.

An Operator 1 who works past 6:00 PM shall receive the \$.40 per hour shift differential. This provision shall not apply to handyDart operators.

Spreadover Pay

Defined as work that exceeds a ten hour spread. The Operator's 1 rate of pay shall apply for each hour or portion thereof in excess of 10 hours and shall be calculated at the rate of Operator 1 plus 12.5% for every hour in excess of 10 hours and this premium shall not attract overtime.

22.02 Training Courses

Employees voluntarily attending training courses at the request of the Company shall have their days off changed to accommodate the training course.

Example, - employees days off Wednesday, Thursday, training course Monday to Friday, for that week the days off at the employees option will be changed to Sunday, Saturday.

All time incurred for training and travel shall be paid at the employees straight time rate. If an employee is required to attend (employee does not volunteer) any course, the overtime provisions of the Collective Agreement will apply and days off may not be changed. Prior to any employee being asked or required to go on any training the Shop Steward will be advised that this training will occur.

22.03 Apprentice Pay

An apprentice mechanic shall be paid as per the BC Apprenticeship requirements and shall accrue seniority as a Journeyman mechanic upon the successful completion of their third year.

22.04 New Operators and Servicemen

New operators and servicemen during their training period shall, receive 60 percent of the starting rate for all training.

22.05 Charge hand Rate

Mechanic charge hand premium \$2.00 per hour for one mechanic only. Mechanic lead hand (nights) \$0.60 per hour for one mechanic only. The above premiums paid to the mechanic charge hand and mechanic lead hand are provided to facilitate proper operation of the garage on a 24 hour basis. **In addition lead hand premium shall apply to the senior mechanic on duty when the maintenance coordinator is not scheduled to work. In other words in the morning the premium shall apply to the time prior to the scheduled arrival of the Maintenance Coordinator and on Saturdays and Sundays.**

22.06 Driver Trainer Rate

A driver trainer so designated by the Company shall, in addition to his/her hourly rate of pay, receive a \$ 2.00 per hour for each hour they are training.

22.07 Working Driver Trainers

- (a) Working driver trainers, so designated by the Company, shall receive a premium of \$1.25 per hour while so employed, with a 2 hour minimum.
- (b) Working driver trainers must have been employed as an operator for a minimum of 12 months and not have had a preventable accident for a period of 6 months.
- (c) Working driver trainers will familiarize trainees in revenue service with routes, timing points, fares and transfers. At times when authorized by the Company, working driver trainers will allow trainee operators to operate in revenue service.

22.08 Service Person Trainer

A serviceman trainer so designated by the Company shall, when so employed as required by the Company, receive the operators rate.

22.09 9 Months Worked

All full time hourly paid employees shall, upon completion of 9 months worked (excluding any absences), receive \$0.30 per hour less than the straight time rate. Such monies shall be contributed by the Company to an RRSP plan as outlined in ARTICLE 23 and shall be subject to overtime rates.

22.10 RRSP

Effective January 01, 2002 to age 65 for full time drivers, full time service personnel, full time office staff and full time handyDart drivers, the Company will contribute \$0.85 per hour for every hour worked which shall not be subject to overtime rates. Full time mechanics shall receive \$1.35 per hour for every hour worked. Effective April 1, 2007 the Company shall increase the above from \$.85 per hour to \$.95 per hour and from \$1.35 per hour to \$1.45 per hour. Those employees who are over the age of 65 years at the date of ratification and those to reach age 65 years during the life of the collective agreement shall be red circled and the Company will contribute the same amount as for full-time employees under age 65 years, i.e. \$.85 or \$1.35 per hour for each hour worked and effective April 1, 2007: \$.95 or \$1.45 per each hour worked.

22.11 After 9 Months Service

An employee with 9 or more months Company seniority who enters a higher classification will enter such classification at the 3 month rate. Such employee shall receive the 9 month rate after three continuous months in the higher classification. An employee with 9 or more months Company seniority that enters a lower classification shall enter such classification at the applicable 9 month rate for that classification.

22.12 Deposits

All employee and Company RRSP contributions shall be deposited into the employee's account on a monthly basis.

22.13 Community Bussing

- (a) **Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats, unless otherwise mutually agreed by the parties.**

Conventional transit is all service provided by vehicles that have twenty-five (25) or more seats, unless otherwise mutually agreed by the parties.

- (b) **The Company agrees that it will maintain thirty-eight (38) conventional full time indexes, which shall be paid at the conventional rates of pay, subject to any reduction in revenue hours provided by BC Transit. The thirty-eight (38) conventional positions are not subject to reduction due to resignations or retirements of conventional full time employees. In other words if an employee retires the Company will continue to provide thirty-eight (38) full time conventional indexes subject only to a reduction in revenue hours provided by BC Transit.**
- (c) **The company may construct shifts combining conventional and community bus service and the rate of pay shall be based on the hours of each service (for example a shift may be constructed composed of 5.5 hrs conventional and 2.5 hours community bus rate).**
- (d) **The Company agrees that if a conventional bus is operated in a community bus application the conventional rate of pay shall apply.**
- (e) **It is the Company's intent with respect to any future community bussing for the work to be placed on the conventional side of the operation.**

- (f) **During the current term of the Collective Agreement Community bus service will be scheduled on a fixed route system with off route service which time must be provided in the schedule.**

22.14 Shift Differential

Shift differential for transit operators (except handyDart Operators) referenced in ARTICLE 22 shall be paid at the Operator 1 rate of pay and shall constitute the shift differential

ARTICLE 23 - GROUP RRSP

23.01 Group RRSP

The Company will provide a group RRSP with the following conditions:

- (a) A full time employee, after 9 months worked, shall enrol in the plan as a condition of employment.
- (b) Upon termination an employee may collapse, transfer, or dispose of in any way the RRSP registered to him/her.
- (c) An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.
- (d) An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP without the prior approval of the Company except as provided in clause (b).

ARTICLE 24 - MINIMUM PAY FOR SHORT PIECES OF WORK

24.01 2 Hour Piece of Work

An operator (including a casual operator) working a piece that is less than 2 hours, including MIT, shall be paid a minimum of 2 hours.

24.02 More than 1 Piece of Work

An operator working an index that has more than 1 piece of work in it, where 1 or more pieces are less than 2 hours, will be paid a minimum of 2 hours unless the pay is from the start to finish of the shift uninterrupted, and provided that the split exceeds one hour.

24.03 Additional Work

Where a scheduled shift is finished and the Company requests that the operator continue past the scheduled work, the minimum pay for such continuance shall be 2 hours at the hourly rate of pay. If the overtime provisions in ARTICLE 19 exceed the minimum 2 hour pay, then the overtime provisions of ARTICLE 19 shall apply for all time worked.

24.04 No Relief

Operators who finish their scheduled run and have no relief shall:

- (a) Call their supervisor to advise that their relief did not show.
- (b) If the Company requests that an operator continue, then the provisions of ARTICLE 24.03 shall apply.
- (c) If the operator does not wish to continue, he/she shall go to the run terminus (if they are not there) and return to the garage with sign "Out of Service". He/she shall be paid overtime at 1.5 times his/her hourly rate for the time over his/her scheduled run only.

ARTICLE 25 - MECHANICAL INSPECTION TIME AND TRAVEL TIME

25.01 Pre Trip Inspections

In addition to the scheduled time, 10 minutes MIT shall be paid at the beginning of each index and 8 minutes Travel Time (TT) shall be paid at the end of each index, except that TT will not be paid to any operator who books off mid-shift. TT and MIT shall be paid once a day per index only. All MIT shall be stipulated on the indexes and shall, at the start of the indexes, be deemed as the time operators are to report for work. Where an operator starts and finishes his/her index in the same location with no split in the index, TT will not be paid.

25.02 Time to Build a Day

MIT and TT shall accrue to building up an employee's daily 8 hour pay minimum, and also to the weekly 40 hour pay minimum provided for in this Agreement. Otherwise, all such reporting time shall be considered as time worked and shall be paid for accordingly at straight time rates.

25.03 8 Hours Rest

An employee may elect to declare an 8 hour rest between an evening and a morning shift, subject to notification to the Company at least 1 hour prior to the close of the daily sign-up.

ARTICLE 26 - SPREADOVER PAY

26.01 Spreadover Premium

A premium of 12.5 percent of the regular hourly rate will be paid for each hour or portion thereof of spreadover. Spreadover shall be paid at the Operator 1 rate of pay and that shall constitute the 12.5 percent premium.

26.02 Definition of Spreadover

Spreadover is the time in excess of 10 hours from the beginning of the first piece of work to the end of the last piece of work.

ARTICLE 27 - SENIORITY ROSTERS

27.01 Seniority Roster

Seniority rosters will be posted on a bulletin board accessible to all employees and brought up to date each 3 months. Protests with respect to such seniority rosters must be made within 30 days of such posting, otherwise the rosters shall stand as correct.

ARTICLE 28 - CLASSIFICATION OF MAINTENANCE EMPLOYEES

28.01 Journey-Men

Journeyman mechanics shall be required to undertake completion of mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, he/she may be called upon to do casual work in other classification. However, he/she will not be used to supplement the operating staff and such temporary assignments shall not affect his/her classification or rate of pay.

28.02 Non Journey-Men

Non-journeyman mechanics shall be required, under the direction and/or supervision of journeyman mechanic(s), to undertake completion of mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, he/she may be called upon to do casual work in other classifications. However, he/she will not be used to supplement the operating staff and such temporary assignments shall not affect his/her classification or rate or pay.

28.03 Servicemen

Servicemen shall be qualified to perform the following work: lubricating (excluding oil changes or brake adjustments) and fuelling vehicles; washing, polishing and cleaning vehicles, parts, units and equipment; checking tires, lights and seats; and general utility work, and assist mechanics as required.. He/she shall be required to maintain necessary records and be qualified to operate equipment.

28.04 Helpers

Serviceman's helpers may be only partially qualified for serviceman's duties and shall assist mechanics and servicemen as required.

28.05 Shift Change

Maintenance personnel shall not have their shifts changed without at least 1 weeks notice. However, if an event arises beyond the Company's control, shifts may be changed without notice. Every attempt will be made to provide as much notification as possible. Servicemen shall sign for their work in conjunction with the operators sign-up, and the sign-up shall be for the choosing of shifts and days off only.

ARTICLE 29 - SAFETY EQUIPMENT

29.01 Hard Hats

The Company will supply hard hats.

29.02 Safety Boots

Effective date of ratification the Company will upon presentation of a receipt reimburse up to two hundred dollars (\$200.00) for mechanics and for other maintenance personnel one hundred thirty-five dollars (\$135.00) towards the purchase of 1 pair of approved safety footwear on original purchase and on replacement with proof of necessity. This allowance shall not apply to the cost of resole or heeling.

ARTICLE 30 - TOOLS

30.01 Tool Allowance

Effective date of ratification all qualified journeymen and apprentice mechanics after the completion of their second year shall be credited fifty-five dollars (\$55.00) per month for the purchase of tools through the Company. These

monies are accumulative from month to month and year to year. Upon termination of employment, all monies in the account revert to the Company.

30.02 Breakage and Insurance

If mechanics break tools in the performance of their duties, they shall have same replaced upon presentation to the Company of the item, provided that the breakage was not as a result of negligence. Further, the Company will insure mechanics tools for theft by break-in provided that the mechanics have given the Company, in writing, a detailed list and estimate of the value of their tools.

ARTICLE 31 - CLOTHING

31.01 Coveralls

Coveralls and winter jackets will be supplied by the Company to maintenance employees.

31.02 Rubber Gloves for Servicemen

Rubber gloves with liners will be supplied for use by servicemen on the basis of 2 pair, twice per year.

31.03 Gloves for Mechanics

Appropriate gloves will be supplied for use by mechanics on the basis of 2 pair per year.

31.04 Casual Servicemen

The Company shall provide a set of insulated gloves, insulated coveralls and rubber boots for the casual serviceman which shall be stored in two lockers and accessed as needed and replaced on proof of need.

ARTICLE 32 - CONTRIBUTORY WELFARE PLAN

32.01 Benefit Plan

The Company will arrange a welfare plan **to the age sixty-five (65)** providing the following benefits for regular full-time employees on a cost-sharing basis of 80 percent by the Company and 20 percent by the employee. The Company shall pay the employee's share of the fringe benefit package when an employee receives WI benefits for 20 consecutive working days or more.

For those employees that are over the age of sixty-five (65) on the date of ratification and those who reach the age of sixty-five (65) during the life of

the Agreement, they shall be red circled and shall, except for weekly indemnity benefits which currently expire at age sixty-five (65), continue to receive the benefits listed below (except LTD) on the above cost sharing basis. Employees who reach the age of seventy (70) shall not be entitled to the benefit plan.

Effective April 1, 2007 after the use of twenty (20) weeks of the loss of income benefits and the expiration of the benefits available under the sick benefits available under UIC, the Company will provide a long term disability plan for all full time employees to the age of sixty-five (65) that provides a weekly income that is $66 \frac{2}{3}$ percent of an employee's wages to a maximum of \$525.00 per week. The cost of the LTD plan shall be shared 50% by the company and 50% by the employees. Effective April 1, 2008 the cost of the LTD plan shall be shared 80% by the company and 20% by the employees.

- (a) medical and surgical benefits under MSP covering employees and dependents;
- (b) extended health care benefits;
- (c) employee and dependent life insurance;
- (d) dental coverage; after date of ratification the company will amend the plan to restrict annual dental visits to once per year and will include orthodontic coverage up to a life time maximum of \$2,500. The effective date of the orthodontic coverage will apply as soon as the insurer can effect the change.
- (e) loss of income plan that provides a weekly income that is 70 percent of an employee's wages to a maximum of \$525.00 per week for a maximum period of 20 weeks with payment on the fourth working day of illness (reduced to the first day of illness if the employee is off 10 working days or more) and payment on the first day of illness if hospitalized overnight or in the event of an accident. Full time handydart employees shall be eligible for WI benefits effective April 1, 2000. These benefits will be paid for lost time only, and will be paid only after an employee submits the required documentation to the Company which may include a doctor's certificate at any time for any absence and the Company agrees to reimburse the employee if there are any costs for the medical certificate upon presentation of a receipt.;
- (f) accidental death and dismemberment;
- (g) every two years vision care **upon presentation of receipts** to a maximum value of \$300.00.

- (h) **Company may require a doctor's certificate at any time for any absence and the Company agrees to reimburse the employee if there are any costs for the medical certificate upon presentation of a receipt.**

32.02 During and Injury or Illness

- (a) When an employee is injured as a result of a motor vehicle accident and the employee chooses to claim for injuries from ICBC, that employee shall not receive any benefits under the loss of income plan and shall be responsible for the full cost of benefits if their absence exceeds twenty (20) working days and they shall have their vacation pay prorated for the time lost and shall not earn any Statutory holiday pay which occurs during their absence from work.
- (b) When an employee is injured or ill that is WCB compensable, that employee shall not be entitled to any benefits under the loss of income plan.

32.03 Re-Occurrence

If an employee, within 14 days of returning to work following a period of disability for which benefits were received, again becomes totally disabled due to the same or related caused, this latter period of disability will be considered a continuation of the previous period. The benefit which was payable to the employee during the former period of total disability will be reinstated and the elimination period will be waived.

32.04 No Benefits Payable

No benefits are payable for any disability resulting directly or indirectly from:

- self-inflicted injuries, whether sane or insane;
- war,
- any act related to war or
- participation in a riot,
- insurrection or civil commotion;
- or medical or surgical care which is cosmetic.

32.05 Benefits

No benefits are paid during any period while the employee is:

- not under the regular care of a physician;
- on maternity leave of absence;
- receiving, or would have been entitled to receive had proper application been made, any disability benefits for WCB or similar coverage;

- or, imprisoned.

32.06 Date of Loss of Income Benefits

Loss of Income Benefits will cease on the earliest of the date:

- the employee ceases to be totally disabled;
- the employee works in any occupation for wage or profit;
- the employee fails to supply satisfactory proof of continuous total disability, or refuses a medical examination by a physician chosen by the carrier;
- on which payments have been paid up to the 20 weeks;
- the employee attains the age of 65, or retires, if earlier; or the employee dies.

32.07 Conversion From Casual to Full Time

When a casual employee is promoted to full time, the number of hours accrued as a casual will be credited to the qualification to benefits including vacation entitlement. In other words, if a casual has worked a cumulative 500 hours they are entitled to the Welfare package and if they have a cumulative 1500 hours of service they would be entitled to the RRSP plan. In other words, if a casual has worked 1125 hours, they would only have to work an additional 375 hours to qualify for RRSP contributions and receive the top rate of pay. Immediately upon moving from casual to full time and the casual does not have 1500 hours of service the premium paid to casuals shall not apply.

ARTICLE 33 - TECHNOLOGICAL CHANGE AND RELATED SEVERANCE ALLOWANCE

33.01 Employee with 1 or more Year(s) of Service

An employee with 1 or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by 1 of the 2 following methods, it being the choice of the affected employee as to which method of calculation is used:

- (a) one weeks pay for each year of employment during his/her last period of continuous service, computed on the basis of 40 straight time hours at the employee's regular rate to a maximum of 30 weeks pay.
- (b) two percent of an employee's total earnings for the last period of continuous service to a maximum payment equal to 1,200 hours at the employee's regular rate.

33.02 Employee's Option

At the time of separation, the employee shall have the option of receiving the severance allowance upon termination or electing to have it held in abeyance for up to 1 year from the date of termination. He/she may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.

33.03 Notice

An employee for whom no employment is available will be given at least 30 days notice of separation.

ARTICLE 34 - WORKPLACE HARASSMENT

34.01 Company Commitment

The company is committed to the prevention of harassment in the workplace and recognizes that the responsibility to create an environment based on mutual respect, cooperation and understanding is shared among all employees. The company will make every effort to ensure that no employee or anyone having a work relationship with any employee is subject to any form of harassment. The company also accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.

34.02 All Allegations

Any allegations of harassment involving employees of Farwest will be dealt with through this article.

34.03 Confidentiality

All parties will maintain strict confidence as much as possible so that any complainant feels free to come forward and that the reputations of all individuals involved are protected.

The parties will make every reasonable effort to ensure that the name of the complainant and/or the circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purpose of investigation or disciplinary action.

Confidentiality is not the same as anonymity. If the complainant chooses to pursue the informal complaint resolution or the formal review, he or she must be prepared to be identified so that the respondent is informed of the allegations and has the opportunity to respond.

34.04 Workplace harassment is defined as:

Unacceptable, unwelcome conduct or comment that has the effect of:

- causing intimidation, offence or humiliation to any employee, or
- undermining the employment relationship, or
- being perceived as placing an improper condition on employment, or
- being discriminatory under the Human Rights Act.

34.05 British Columbia Human Rights Act discrimination is categorized into:

- race,
- color,
- ancestry,
- place of origin,
- religion,
- marital status,
- family status,
- physical or mental disability,
- sex,
- sexual orientation,
- age,
- political belief,
- conviction for a criminal charge unrelated to company employment.

34.06 How Where and When

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

34.07 Also May Include

Harassment can include, although not limited to, the following acts and/or behaviours:

- verbal or physical abuse;
- derogatory remarks;
- display of pornographic or offensive materials;
- unwelcome invitations or requests;
- innuendoes or taunts about a person's body or beliefs;
- unnecessary physical contact;
- threats;
- leering;
- outright physical assault;
- intimidation;
- practical jokes that cause awkwardness or embarrassment;

- retaliation against an individual who has filed a complaint of harassment.

34.08 Forms of Harassment

Harassment may take, although not limited to, the following forms:

- sexual harassment;
- personal harassment;
- place of origin/racial/ethnic/colour harassment;
- physical/mental disability harassment;
- religious harassment;
- age harassment;
- marital/family harassment;
- sexual orientation harassment.

34.09 Perception

An action or behaviour can become harassment if the receiver perceives it as such, regardless of the intentions of the initiator.

34.10 Sexual Harassment

Sexual harassment can include, although not limited to, the following actions or behaviours:

- sexual advances;
- request for sexual favours;
- other verbal or physical contact.

By a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

34.11 Improper Conditions

Improper condition on employment is when the comment or conduct:

- is accompanied by a reward, or the express or implied promise of a reward for the compliance, or
- is accompanied by reprisal, or the express or implied threat of reprisal, for refusal to comply, or
- is accompanied by the actual denial or threat of denial of opportunity for refusal to comply, or
- has the effect of creating an intimidating, hostile or offensive environment.

34.12 Workplace Harassment Advisors

- (a) Farwest and CAW Local 114 agree to appoint two (2) individuals to serve as Workplace Harassment Advisors. These individuals will receive company-funded training on:
 - the issue of harassment;
 - harassment policy and procedures;
 - their role as harassment advisors.

- (b) The role of these advisors is to:
 - be neutral and non-advocacy in nature;
 - advise and support, at each stage of the process, employees involved in harassment;
 - provide advice to all employees on harassment issues;
 - provide information on counseling available to individuals involved in harassment;
 - provide regular status reports, including statistical data on complaints.

34.13 Complaint and Investigation Procedure

- (a) The complaint and investigation procedure is not intended to be restrictive in any way. In addition to this procedure, bargaining unit employees have the right, at any time, to seek the assistance and/or involvement of a union representative and to pursue existing grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the parties.

- (b) This procedure is not intended to preclude any other existing recourse that may be available to an employee.

- (c) The complaint process, once initiated, will be expedited as quickly as possible.

34.14 Guidelines to Complainants

- (a) Employees who believe that they have been harassed are encouraged to talk to whomever they feel comfortable talking to, including any one of the Harassment Advisors, Job Stewards, Managers or Co-workers. They should then be encouraged to discuss their concerns with one of the Harassment Advisors. The Advisors have been trained to offer advice, assistance and support on how to deal with harassment concerns.

- (b) Complainants are encouraged to make known to the alleged respondents(s) that their conduct is unwelcome and that it should cease

immediately. If this is not successful in stopping the behaviour, the complainants should continue through the process.

- (c) If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly this step may be skipped.

34.15 Informal Complaint Process

- (a) At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a representative.
- (b) The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are to:
- discuss the concern directly with the respondent;
 - discuss the concern directly with the respondent with the assistance of the Advisor;
 - request that an Advisor meet with the respondent and discuss the complaint;
 - request that a third party be appointed to assist in the complaint;
 - request a formal review;
 - initiate a grievance.
- (c) If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the company, will be given to the complainant and respondent only.
- (d) If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

34.16 Third Party Involvement

A request for third party involvement must be submitted in writing to the company manager. The neutral role of the third party is to help the complainant and respondent themselves come to an agreement, or to investigate and submit a report including recommendations, not to advocate a position or impose a decision.

34.17 Formal Review

A request for a formal review must be submitted in writing to the company manager. If a request for a formal review is received that involves a bargaining unit member(s) designated representatives of the bargaining unit will be advised in writing. Once a formal review is requested the company manager will investigate and submit a report including recommendations to the company president. The company manager will interview the complainant, respondent and

any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case. Each party will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the company manager, with recommended resolutions to the company president. The company manager will advise the complainant and the respondent of the final resolution.

34.18 Formal Review Resolution

If, after an investigation and formal review, it is determined that an employee has committed an act of harassment, the company manager, in consultation with the company president, will implement appropriate action, which may include education intended to change behaviour and eliminate harassment, and/or discipline, up to and including discharge.

34.19 Appeal Procedure

Bargaining unit members who wish to appeal discipline will do so through their relevant grievance procedures. Non-bargaining unit members who wish to appeal will do so through a neutral third party.

34.20 Record of Complaints

If informal or anonymous complaints are received, only statistical information required by the company manager will be retained.

34.21 Vexatious Complaints

If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this policy.

34.22 Retaliation

Retaliation against an individual who has been involved in a complaint of harassment will be considered a form of harassment and will be dealt with in accordance with this article.

Agreed to this _____ day of _____, 2006.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #1

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Casual Work

It is agreed that the following rules shall govern the allocation of casual work.

1. Casual operators must indicate by 15:00 hrs. their preference for the following day's work. Work for Saturday, Sunday and Monday shall be posted and signed for on the preceding Friday by 15:00 hrs.
2. Any casual operator not indicating preferences or whose preference was taken by a senior casual operator shall, in accordance with seniority, be assigned work as follows:
 - (a) the earliest finishing AM 8 hour special or vacated index
 - (b) the earliest starting 8 hour AM stand-by shift
 - (c) the earliest starting 8 hour PM stand-by shift, 8 hour special or vacated index
3. The completed Overnight Sign-up Sheet will be posted by the Company by 16:00 hours.
4. It is the responsibility of each casual operator to check the Overnight Sign-up Sheet for final allocation of the following day's work.
5. Any work developing after 15:00 hrs. shall be posted on the Overnight Sign-up Sheet for coverage.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #2

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Travel Time

It is agreed that Travel Time in the Collective Agreement applies to relief points at:

- (a) Thompson Park Mall
- (b) Crestline and Fleetwood
- (c) Parkcrest and Singh
- (d) **TRU** Transit Exchange

It is further understood that in the event that additional relief points are established by the Company or BCT, with no expansion of service, transportation will be provided and/or travel time to and from these additional points may be negotiated.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #3

Between: FARWEST COACH INC.
And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Index Posting

1. A casual operator may request an index be posted for further notice after it has been vacated for 3 days.
2. A casual operator may request an index be posted for further notice if it is known that it will be vacated for (1) one or more months.
3. A casual who has requested that an index be posted for further notice may not pass the further notice to a junior operator.
If the most senior casual operator request an index be posted further notice, he/she will be assigned to the further notice shift, without posting. The Company shall post an information bulletin in such circumstances.
4. All further notice shifts shall start on a Sunday.
5. An index posted for further notice will not be assigned after 12:00 on a Thursday for the following week.
6. An operator signed up as a Holiday Relief Operator may not request that an index be posted for further notice.
7. A Holiday Relief Operator relieving a casual operator who has signed a further notice shift shall have the option of assuming that further notice shift instead of the casual position of the operator on Annual Vacation or Banked Stats, provided he/she informs the Company of his/her intention to do so on the Wednesday preceding.
8. Where an operator whose index has been assigned as a further notice shift returns to the job, the casual operator who holds such further notice shift shall, if not laid off, return to the casual list with days off as assigned by the Company.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director

LETTER OF UNDERSTANDING #4

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Employee and Family Assistance Program

The Company will enroll in the Employee and Family Assistance Program and maintain membership in same so long as the cost per employee does not exceed \$50.00 per year.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #5

Between: FARWEST COACH INC.
And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114
Re: Article 10.07 and Article 21.02

It is agreed the following changes with respect to ARTICLE 10.07 and ARTICLE 21.02 will be attached to the current collective agreement.

1. Service shifts will continue to be signed at each sign up as per the current practice, however, once signed, the incumbent will work the shift signed for the duration of the sheet, there will be no posting out.
2. Occasional vacancy in the service bay or occasional extra shifts will continue to be assigned from the board as per current practice, but hours worked in a service position will not be charged against the casual for seniority purposes in selection or assignment of further work. In other words, only driving shifts will be calculated for status on further work.
3. The casual signing the shift that works in the service bay on weekends as the day off shift will likewise not have service hours charged for driving assignments when they come back onto the board for driving shifts following their service time.
4. Any casual qualified as a mechanic who is assigned mechanics duties will also likewise not have hours served as a mechanic charged against them for driving assignments when they return to the board for driving shifts.
5. If for some reason any service bay position is not signed up, the most junior casual based on date of hire will be forced, Anyone signing or forced into an unsigned service shift for a sheet who has not been trained will be given necessary training by the service instructor.
6. Nothing in the above shall preclude either company or union from reviewing the service positions in the future once this LOU is in practice.

For the Union

Ann Cody, Bargaining Committee

Ross Tegart, Bargaining Committee

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director

For the Employer

Alvin Zaharko, President Farwest

Brian Kelly, Manager

LETTER OF UNDERSTANDING #6

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Education/Apprentice Programs

1. It is agreed that an apprentice mechanic will accrue mechanical classification seniority upon the successful completion of their third year and provided that they successfully complete their fourth year and achieve their journeyman certification. In the event that an apprentice is unsuccessful and does not achieve journeyman certification within the stipulated time frame all seniority as a mechanic is lost.
2. Any employee (excluding apprentice mechanics) who wish to avail themselves of any educational program that is deemed a benefit to the employee and the Company shall upon successful completion have any expenses (course cost and books) up to a maximum of \$250.00 reimbursed. The employee must have the prior approval of the Company that the course has benefit to the Company.
3. An Office Clerk who replaces an Accounting Clerk for vacation relief or for illness for a period not less than a week shall be paid the accounting clerk rate of pay retroactive to January 1, 1999.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING # 7

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Community Bussing

1. It is agreed that the Union shall have input into the design and implementation of community bussing in Kamloops.
2. Proposed implementation on specific routes will be first provided to the Union for input.
3. Input from the Union will be facilitated in an environment where there is Farwest Coach, City of Kamloops and BC Transit representation in order that any concerns or suggestions expressed by the Union may be known to all planning parties.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #8

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Running Times

1. The Company recognizes that there are some scheduling running time difficulties in the current level of transit service provided to the citizens of Kamloops.
2. To identify running time problems the company agrees to install GPS location monitors on several buses which will provide real time data on running, layover and recovery times in the schedule.
3. To implement the technology all bus stops must be geocoded (location of actual stop must be identified and confirmed) and that process will begin as soon as possible.
4. The data obtained from the operation of the GPS equipped monitors will provide all running times of each schedule and problems will be identified and provided to BC Transit planners and the City of Kamloops.
5. The technology monitors all operations of the bus while it is in service thereby providing the necessary data for evaluation of each run.
6. The buses equipped with the monitors will be scheduled on all runs in the system.
7. The Company agrees that the monitors will be installed and operated for a sufficient time to provide run time data by the end of the year.
8. Copies of all data collected will be provided to the union.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director

LETTER OF UNDERSTANDING #9

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: RRSP's and Pension

The parties agree that within 90 days of the ratification of this collective agreement that the Union and the Company shall establish a committee to research the possibility of establish a Pension Plan at Farwest Coach.

The committee's terms of reference shall include the notion of establishing a Registered Pension Plan using existing funds, maximizing return and maximizing flexibility for those that wish to self direct their contributions.

The committee shall report back to the membership once their research is complete and any decisions shall be subject to ratification by their respective principles.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

LETTER OF UNDERSTANDING #10

Between: FARWEST COACH INC.

And: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA CAW LOCAL 114

Re: Paid Education Leave

The Company agrees to pay into a special fund \$2,500. per year for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund
CAW Canada
205 Placer Court
Willowdale, Ontario M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

For the Union

For the Employer

Ann Cody, Bargaining Committee

Alvin Zaharko, President Farwest

Ross Tegart, Bargaining Committee

Brian Kelly, Manager

Paul Horvath, Bargaining Committee

Gord Piper, CAW Local 114

Anne Davidson, Area Director
CAW Canada

**Anne Davidson
Area Director
CAW Canada
326 12th Street
New Westminster, BC V3M 4H6**

Dear Ms. Davidson:

RE: GPS MONITORING SYSTEM

This is to confirm our discussions in bargaining that the purpose of installing GPS location monitors on buses is to provide real time data on running, layover and recovery times in the schedule. It is not our intention to monitor the performance of individual operators or discipline our employees.

If, in the compiling of data, the Company becomes aware that a driver is operating in a manner that is unsafe or is in violation of the Motor Vehicle Act or there is evidence of a pattern that is outside the norm of other drivers, the Company will meet with the employee in a coaching session to improve his/her performance. Should the problem persist, the Company will involve the Union to assist in correcting the problem. These steps will be taken prior to any discipline being imposed.

Yours truly,

**Mr. Alvin Zaharko
President
Farwest Coach
1550 Ord Road
Kamloops, BC V2B 7V4**