

COLLECTIVE AGREEMENT

between

PACIFIC COACH LINES

(hereinafter called the “Employer” or the “Company”)

and



April 1, 2012 – March 31, 2015

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SECTION I – GENERAL

ARTICLE G1 – TERM OF COLLECTIVE AGREEMENT

G1.01 Previous Agreements

This Agreement supersedes all previous agreements and/or arrangements entered into between the Company and the Union and their predecessors.

G1.02 Past Practices

All previous Agreements, understandings, or practices either written or implied and established between the Company and the Union and their predecessors, which are not specifically stated in this Agreement, are null and void, unless they are contained in the body of the Agreement, or appended thereto.

G1.03 Binding Effect

This Agreement shall be binding on both Parties hereto for the period commencing April 1, 2012, and ending March 31, 2015.

G1.04 Notice to Bargain

Either party may give written notice of its intention to commence negotiations for a revision of this agreement which notice shall be made and given in accordance with the *Labour Code* of B.C.

G1.05 Agreement in Full force and Effect

This Agreement shall remain in effect until either a lawful strike or lockout occurs, or until a new Agreement is concluded and put into effect.

G1.06 Exclusions to the Code

The application of Section 50(2) and Section 50(3) of the *Labour Relations Code* of B.C. is hereby excluded from the Collective Agreement pursuant to Section 50(4) of the said Act.

G1.07 Impact of Legislation

- (a) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by advertence, error or

misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

ARTICLE G2 – UNION RECOGNITION

G2.01 Union Recognition

- (a) The Company recognizes the Union as described on the certification issued by the Labour Relations Board of British Columbia as representing the employees of the Company in accordance with the provisions of the *Labour Code* of British Columbia.
- (b) Any agreement reached during the term of this collective agreement which amends or varies any provision of this Agreement shall be signed by both parties prior to implementation.

G2.02 No Discrimination

The Company will not discriminate against any employee because of their membership in the Union.

G2.03 Eligibility for Union Membership

A new employee in the bargaining unit shall be eligible for membership in the Union and shall sign a Union membership card on their first day of employment and will become a member of the Union in good standing. Union membership cards will be distributed by the Company to all new hires and will be remitted by management to the Union offices with the monthly dues remittance.

G2.04 Union Membership a Requirement of Employment

All employees who are now members or who may hereafter become members of the Union shall remain members in good standing, as a condition of precedent to continued employment with the Company.

G2.05 Failure to Maintain Membership in Good Standing

The Union shall notify the Company in writing, when it is determined by the Union, that an employee has failed to maintain their membership in good standing in the Union. The Company agrees to suspend or discharge the employee ten (10) days after receipt of such notification. If within the ten (10) day period the Union notifies the Company that the employee is again a member in good standing the original notification shall be considered to be null and void and the employee shall not be suspended or discharged.

G2.06 Dues Authorization

The Union will provide the Company with authorization cards providing for deductions of Union dues from members before deduction of such dues commences.

G2.07 Employer to Advise New Members

The Company shall have the dues authorization forms signed at the time of hire and will advise new employees of the existence of the Union and the Union Representative.

G2.08 Dues Remittance

The Company agrees to deduct from each of such employee's pay the amount of any Union dues and general assessments, as specified on the duly signed authorization cards, and/or a letter from the Union that indicates a change in the amount of dues or general assessments, and remit same to the Union subject to provisions of the *Labour Relations Code* of British Columbia.

G2.09 Dues and Assessments to be Sent Together

The Company will remit the dues and general assessments to the Union according to the employee's classification at the time the said monthly deductions are being made.

G2.10 Union to Notify in Writing

The Union shall notify the Company in writing not less than two (2) weeks in advance of any change in the scale of uniform current monthly dues or general assessments to be deducted.

G2.11 Management not to Perform Bargaining Unit Work

It is not the intention of the Management to do bargaining unit work or have bargaining unit members do work of other than their own classification, when a bargaining unit member of the appropriate classification is available. However, it is recognized that circumstances may give rise to situations where Management personnel or personnel of another classification will be required to assist in operations.

G2.12 New Classifications

It is agreed that job classifications, duties and wage rates not specifically set out in this Agreement shall be included in the Agreement by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

G2.13 Paid Bargaining time

The Employer shall cover fifty percent (50%) of the lost wages and benefit costs for four (4) Bargaining Committee members for the time spent in collective bargaining meetings including mediation to a maximum of eighty (80) hours for each Bargaining Committee member. These employees shall suffer no loss of seniority or any other benefit for their participation in collective bargaining. The Union will endeavour to elect a representative from each of the three (3) areas – Drivers, Mechanics, Ticketing.

G2.14 Printing of Collective Agreements

Each employee will be provided with a pocket-sized copy of the collective agreement which will be printed in a Union printing shop at Company expense to a maximum of twelve-hundred and fifty dollars (\$1250.00). Sufficient copies will be printed so as to supply all current employees and anticipated employee turnover. Extra copies will also be printed for the Union and Management as necessary for the ongoing collective agreement administration.

ARTICLE G3 – UNION ACTIVITIES**G3.01 Union Business on Employer's Time**

It is recognized that from time to time it may be necessary for employees representing the Union to carry out their Union duties during their working hours. Employees must first obtain permission from their supervisor prior to conducting any Union activity or business on Company premises at any time. Maintenance of earnings will be the responsibility of the Company unless otherwise specifically agreed to. Duly elected officers of the Union must obtain prior approval from a Company supervisor prior to conducting any Union activity or business on Company premises at any time.

G3.02 Short Term Union Leaves

Employees representing the Union shall be granted short term leaves of absence of twenty-two (22) working days or less in order to carry out their Union duties.

Such leaves of absence will be granted insofar as the regular operation of their department will permit, and the application shall be given precedence over any other leave of absence application received on the same day. Such leaves will not be unreasonably withheld.

G3.03 Pay While on Union Leaves

The Company will, with written Union approval, maintain the employee's earnings for hours they could have worked according to their seniority when such leaves are more than two (2) working days, however, the Union will be responsible for reimbursing the Company the full cost of the employee's wages as well as the employee's and Company's full cost for the health benefit plan and statutory deductions. Employees will not be allowed to discontinue their health benefit coverage during such absences. The Union shall advise the Company of the hours claimed during such leaves.

G3.04 Full Time Union Office

Employees acting as full-time officers or representatives of the Union or its affiliate organizations, i.e.: Municipal and Regional Labour Councils, Provincial Federations of Labour, the Canadian Labour Congress, the International Confederation of Free Trade Unions, on a leave of absence beyond twenty-two (22) working days, shall be entitled to

retain membership in all existing health benefit plans, in accordance with the terms and conditions of the plans, subject to the Union paying the full cost of the premium of each plan on the employee's and employer's behalf.

G3.05 Paid Education Leave

The Company agrees to pay on a monthly basis into a special fund three cents (\$.03) per hour, per employee for all hours worked for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade Union functions. Such monies will be paid into a trust fund established by the National Union, Unifor, and forwarded by the Company to:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario M2H 3H9

G3.06 Officers Retuning to the Work Site

Employees who are acting as full-time officers or representatives of the Union or their parent organization will be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence, employees will return to a job level equivalent to that which he/she previously held immediately prior to working for the Union, with the accrued seniority.

G3.07 Refusal to Cross a Picket Line

The Company agrees that employees will not be disciplined for refusal to cross legal picket lines.

G3.08 Union-Management Liaison Committee

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards at least once every two (2) months, to promote the cooperative resolution of workplace issues, to review problems that may arise concerning the application and operation of the collective agreement, and to discuss other operational issues.
- (b) The Chief Shop Steward or designate and two (2) employee representatives as selected by the Union will be permitted to attend such meetings. It is agreed that the Union staff representative may attend these meetings from time to time.
- (c) Union-Management Liaison Committee meetings will be held at a mutually agreeable date and time, will be considered as time worked as per the provisions of the collective agreement, and it is understood that these meetings are intended to be held in person.
- (d) Minutes shall be kept as a record of the matters discussed during these meetings and will be posted for the information of the membership.

- (e) Shop Stewards and/or other employees attending Union-Management Liaison meetings either prior to, after a shift, or on a day off will be paid at overtime rates if applicable.
- (f) In the event that a Shop Steward attends a meeting for less than ten (10) hours, it is understood that no claim for greater than ten (10) hours of pay at the applicable rate will be made.
- (g) Notwithstanding clause (f) above, Shop Stewards and/or other employees from Victoria or Whistler attending Union-Management Liaison meetings in Vancouver on a normal work day will be paid at straight time rates from the time they report to the Victoria or Whistler depot to the time of their return to the Victoria or Whistler depot or overtime if attending on a regular day off which has not been changed by mutual agreement prior to the meeting.
- (h) Shop Stewards and/or other employees attending Union-Management liaison meetings during a period of layoff will receive a minimum of five (5) hours of pay at applicable rates for attendance at a Union-Management Liaison Committee meeting.
- (i) Employees attending meetings under this Article must be available to work for any hours for which they are being paid and are not required to be at the meeting.

G3.09 Access to Shop Stewards

Employees who wish to leave their work station in order to consult with their Shop Steward during working hours can do so without loss of pay, providing this does not disrupt the Company's operations and further provided they obtain prior authorization from their Supervisor or Management if their Supervisor is not available, and this authorization will not be unreasonably withheld.

G3.10 Union Membership and Orientation

The Company will approach and work with the Shop Steward from the applicable shift or area to ensure that they can interview new employees at a mutually agreeable time during the employees' new hire orientation or training for thirty (30) minutes, with no loss of pay to the Steward or the employee, for the purpose of acquainting the new employee(s) with the benefits and duties of Union membership and the employees' responsibilities and obligations to the Company and the Union. Where there are more than six (6) employees to be oriented, an additional thirty (30) minutes will be allocated on the same basis as above. In the event the orientation cannot be scheduled during the new hire orientation or training, the interview shall be rescheduled at a mutually agreeable time within the first thirty (30) days of employment.

G3.11 Union Bulletin Boards

The Company will provide large Union bulletin boards in each work area to be accessible to employees covered under each section of the Agreement for the purposes of posting

Union information. Accredited representatives of the Union will be the only persons permitted to post or remove information on these boards.

G3.12 Chief Shop Steward

- (a) The Chief Shop Steward shall be elected by the bargaining unit members at PCL and the election shall be conducted by the Local Union in accordance with its bylaws and as outlined in the Unifor Constitution.

The employee holding the elected Chief Shop Steward position or their designate will be authorized to leave work to perform Union duties without loss of pay or any other benefit including normally scheduled progressions or opportunities, in accordance with the following table:

Number of Chief Shop Steward Hours Allowed Per Week
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8

Hours required for Union business greater than the above shall be paid based on mutual agreement.

- (b) The Chief Shop Steward shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to the premises for these purposes. The Chief Shop Steward shall be permitted to attend all meetings related to bargaining unit members if requested. The Chief Shop Steward shall be eligible to sign-up for voluntary overtime in line with the applicable provisions of the agreement and their normal seniority.
- (c) The following will not be counted in the total hours specified in (a) above:
- Reasonable periods of time spent by the Chief Shop Steward in meetings related to the grievance procedure, at meetings called by Management, in negotiations as specified in article G2.13 and in Union orientation meetings as specified in article G3.10.
- (d) Employees holding a Union function envisaged in this article and who are away from their workstation for a minimum period of six (6) months to fulfill these functions, will receive, if need be, at the time of their return to work, sufficient on the job training in line with the training requirements of the classification in order to be re-familiarized and to perform their tasks adequately.

**ARTICLE G4 – GRIEVANCE PROCEDURE, ARBITRATION AND INVESTIGATIVE
ADJUDICATION**

G4.01 No Stoppage of Work

All grievances of disputes shall be attempted to be settled finally and conclusively by the Grievance Procedure described in this Agreement without interference with or a stoppage of work.

G4.02 Definitions

- (a) A "Grievance" means any difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable or if an employee is treated unjustly.
- (b) "Working days" means "Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays", as it relates to time limits in the grievance procedure.

G4.03 Employer to Maintain Wages

The Company will maintain the normal base wages of the following employee(s) during their normal scheduled hours of work, when one or more of the following conditions are met:

- (a) One (1) Union representative from the depot, where a hearing at Step 1 or 2 of the grievance procedure is being held;
- (b) One (1) Union Representative, when specifically asked to attend by the Company;
- (c) The grievor(s) who attend a hearing at Step 1 or 2 of the grievance procedure;
- (d) Union representatives conducting Union activities in accordance with Section I, Article 3.1.

G4.04 Recognition of Union Representatives

Union representatives shall be recognized in discussing any grievance or complaint of any employee. Employees shall have the right to request and have the presence of the Shop Steward or Union representative of his/her choosing as is practical in any such discussion. Appropriate meeting arrangements shall be made for all parties concerned.

G4.05 Grievance Procedure

Such grievances or complaints shall be presented in the following manner:

Individual Grievance

(a) **Step 1**

If an employee and/or a Union representative has a grievance or complaint it will first be taken up verbally with the designated manager within ten (10) working days from the time the employee and/or the Union representative became aware of the grievance or complaint, subject to leaves of absence, sickness, vacations, etc. The employee shall have the presence of a Union representative during any discussion of a grievance or complaint. The designated manager shall give a written reply within ten (10) working days of hearing the grievance or complaint.

(b) **Step 2**

If the grievance is not settled in Step 1, it shall be reduced to writing and submitted by the Union within ten (10) working days. It shall state the specific nature of the grievance or complaint and requested adjustment. A meeting shall be scheduled between the Union and a designated Committee of Management within ten (10) working days from receipt of the appeal of the grievance or complaint. The designated Committee of Management shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union representative within five (5) working days after such a meeting. If the grievance or complaint is not settled at this step, it may be advanced by the Union to Arbitration within twenty (20) working days to the Collective Agreement Arbitration Bureau or any other procedure provided in the B.C. Labour Relations Code by mutual agreement.

G4.06 Policy Grievance

When the grievance has a general application or will affect employees covered by more than one (1) section of this Agreement, Step 1 of the Grievance Procedure shall be bypassed and the grievance shall be submitted in writing at Step 2.

The Company and Union representatives shall meet within ten (10) working days of the receipt of the written grievance. The Company shall reply to the grievance in writing within fifteen (15) working days of the hearing. If it is not settled at this stage, the grievance may be advanced by the Union to arbitration, or any other procedure provided in the British Columbia *Labour Relations Code*.

G4.07 Time Limits

Those "time limits" specified in the different stages of this grievance procedure may be amended by mutual agreement between the parties.

G4.08 Arbitration

It is the intent of the parties to this Agreement to use a single arbitrator as a means of resolving disputes that are not settled in the grievance procedure.

At any stage of the grievance procedure the Parties may mutually agree to assign any matter in dispute to the procedure set out below:

- (a) The Company and/or the Union will propose a list of arbitrators for mutual agreement and the other party will respond within fourteen (14) calendar days.
- (b) If there is no agreement after a further fourteen (14) calendar days, either party may make an application for the appointment of an arbitrator through the BC Labour Relations Board.
- (c) The dispute cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing;
- (d) The hearings shall be held at a location agreed to by the parties;
- (e) The Company and the Union respectively shall name any person of their choosing to represent their respective interests at hearings held hereunder;
- (f) The parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute prior to the hearing. In the event that the parties are unable to agree on a written statement of facts, each shall provide to the other, at least five (5) days prior to a hearing hereunder, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing;
- (g) Where possible, the arbitrator shall attempt to mediate a settlement between the parties. The arbitrator shall determine his/her own practice and procedures but shall give full opportunity to the parties to a hearing to present evidence and make submissions;
- (h) In the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to the point; and
- (i) The decision of the arbitrator shall be binding on both parties.

G4.09 Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the Parties to this Agreement shall attempt to agree on naming the arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. Should the parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall proceed as soon as practical and his/her decision shall be final and binding upon the parties and upon the employee (assent) affected by it.

G4.10 Arbitration Expenses

In the event that a single arbitrator is required to settle a grievance, both parties will equally bear the expense of the arbitrator.

ARTICLE G5 – PROBATION**G5.01 Probationary Period**

- (a) The probationary period for new employees working in the Ticket and Customer Service section shall be one hundred and twenty (120) calendar days and six (6) calendar months of satisfactory employment for all other new employees.
- (b) For Drivers, one (1) month shall be calculated at twenty-two (22) working days or one hundred and seventy-six (176) hours, whichever occurs first.
- (c) The probationary period for all employees shall start on the date of hire and will include all training periods.
- (d) The Company shall inform each new employee in writing of the satisfactory completion of their probationary period.
- (e) The probationary period may be extended by either party, for an additional period of two (2) months upon mutual agreement. Such agreement will not be unreasonably withheld.
- (f) The Company may terminate a probationary employee's service for unsatisfactory performance.

ARTICLE G6 – JOB POSTINGS**G6.01 Job Postings**

- (a) If a full-time job opening exists, or if the Company wishes to hire new recall drivers, a notice of the job posting shall be posted on all appropriate bulletin boards within the Company within seven (7) working days. Such posting shall remain posted for seven (7) working days, and that applications must be returned to the person specified on the job posting within one (1) day of the closing of the vacancy.
- (b) The job posting will specify the job classification, the job requirements and location, and will contain information with respect to the expected number of hours, duties, necessary skills, ability and qualifications, and application deadline.
- (c) A copy of all job postings will be given to the Chief Shop Steward upon posting.
- (d) An employee who is absent from work due to a layoff, or any vacation or other leave, or who regularly works less than five (5) shifts per week, may submit a written request to be considered for a particular job posting or postings which may occur during their absence.

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- (e) Qualified current employees who have indicated in writing their interest in applying for another job shall be selected prior to the hiring of a new employee.
 - (f) In the event that two or more internal applicants have the necessary skills, ability, and qualifications, the applicant with the greater length of service, first within the classification, second within the Section and finally within the Company shall be selected for the position.
 - (g) Before the Company hires an employee or awards an internal posting to an employee without the qualifications and/or skills and/or ability listed on the initial job posting notice, the job must be reposted with the revised qualifications and/or skills and/or ability. The Chief Shop Steward will receive a copy of the revised posting prior to the posting going up on bulletin boards.

G6.02 Late Application

A late application shall be considered for a posted position provided the employee was absent from work due to sickness or vacation or approved leave of absence or away from their home depot on Company business during the period the job was posted, and provided the application is received before any selected applicant is notified.

G6.03 Notification in Writing

As a result of a posted vacancy all applicants will be advised, in writing, as to the successful applicant. Applicants who are not selected for an internal posting may request reasons why their application was rejected by contacting the Human Resources Department and they shall receive reasons in writing within ten (10) days of request.

G6.04 Promotion and Transfer Trial and Training Period

- (a) Any employee who is selected to fill a posted job vacancy or transfer appointment by the Company shall be on a trial and training period for up to sixty (60) days to demonstrate that they can satisfy the requirements of the work performance criteria for the job.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial and training period, or should he/she decide during the trial and training period that they do not want to continue in the job, then the employee may be returned to their former job after a meeting has been held with the Chief Shop Steward present to review the circumstances leading to the return to the former position and such decisions are subject to a grievance. In such cases, the Company shall have the right to require all employees who changed job positions, to move back into their job positions and wage rates, which they occupied prior to the posting with no loss of seniority.
- (c) Employees working in the promotion and transfer trial and training period outlined in this article will be paid the classification rate for their new position.

ARTICLE G7 – SENIORITY**G7.01 Seniority Established**

Company seniority will be established as of the hour and day an employee commences employment with the Company. Any other provisions for seniority shall be as defined in the applicable sections.

G7.02 Seniority Retained

Employees who temporarily work in a different classification shall retain all rights under their regular classification.

G7.03 Seniority to Cease

Employees shall lose seniority when they retire.

G7.04 Seniority Accrual

Unless otherwise stated in this collective agreement, seniority shall continue to accrue during all approved leaves of absence.

G7.05 Management Positions

Employees who transfer or are promoted to a position within the Company not covered by this Agreement, shall have their seniority rights protected for ninety (90) days, upon payment of three (3) months dues to the Union.

Such employees shall be entitled to return to the position they previously held within the ninety (90) days period. All employees affected adversely by the return of said employees shall be reinstated in the positions they held prior to the return of the protected employees.

ARTICLE G8 – HEALTH BENEFIT PLAN**G8.01 Health Benefit Plan Defined**

- (a) Employees who meet the eligibility criteria defined in article G8.02 and who apply for benefits shall be covered under the health benefit plan as set out in article G8 and the vacation entitlements as set out in article G10 unless specifically requested otherwise (pursuant to article G8.14).
- (b) The health benefit plan covered in article G8 as provided by the Company and as set out in the agreement with the benefit provider will become part of the collective agreement and will cover all employees who meet the eligibility criteria defined in article G8.02. The specific terms and conditions of the actual plan will govern in all cases of disagreement. A summary of these benefits will be outlined in Appendix A of the collective agreement.

- (c) A copy of the full health benefit plan and any related contracts will be provided to the Union and each employee upon request.

G8.02 Eligibility for Benefits

- (a) All employees holding a full-time position pursuant to articles D11.18, M1.02, and T1.03 shall be enrolled in the health benefit plan as set out in article G8.
- (b) Effective the first day of the month following ratification, all employees who have completed their probationary period and who have worked twenty-four (24) hours per week as set out in Article G8.13 as (averaged over the immediately preceding six (6) month period), shall be enrolled in the PCL Health Benefit Plan referred to in Article G8 of the collective agreement for the following six (6) month period.

At the conclusion of that six (6) month period, the hours for those employees will be measured again to determine continued eligibility for benefits (i.e. has worked twenty-four (24) hours per week as set out in Article G8.13 as averaged over the immediately preceding six (6) month period), and eligible employees shall continue to be covered under the benefit plan the following six (6) month period.

- (c) Employees who have not averaged twenty-four (24) hours per week as outlined above will have their previous six (6) months of hours calculated at the end of every month to determine if they are now eligible for benefits.
- (d) Employees who are not on the benefit plan shall continue to remain eligible for the premium pay in lieu of benefits referenced in Article G8.14 until such time as they qualify for benefits and/or fail to re-qualify for benefits.
- (e) Employees who join the health benefit plan shall not be entitled to the premium in lieu of benefits as set out in Article G8.14 but shall receive all benefits given to full-time employees including vacation time off and payment.

G8.03 Eligibility to Cease

Those employees working under the Letter of Understanding relating to Retirement/Relief List shall receive a ten percent (10%) premium payment in lieu of benefits and vacations.

G8.04 Medical Services Plan (MSP) Coverage

- (a) Each eligible employee enrolled in the health benefit plan shall have their applicable single, couple, or family Medical Services Plan (MSP) premiums paid at eighty percent (80%) by the Employer upon request.
- (b) The Employer agrees that Medical Services Plan (MSP) Premium costs shall be maintained at the levels in effect as of January 2010. Any difference

between the cost of premiums for employees from January 2010 and actual costs of premiums shall be at the Employer's expense.

G8.05 Group Life Insurance & AD&D Coverage

Effective on the date of ratification, each eligible employee enrolled in the health benefit plan shall be covered for \$80,000 of Life Insurance plus an Accidental Death and Dismemberment Indemnity.

G8.06 Vision Coverage

Each eligible employee enrolled in the health benefit plan and each of their dependents will be covered for eye glasses (lens, frame and contact lens). The Company benefit plan shall provide coverage for up to five hundred dollars (\$500.00) every two (2) years for prescription eyewear for each eligible employee and each of their dependents and this amount may be used toward the cost of laser eye surgery correction in the year the expense is incurred.

In addition, the Company and/or the benefit plan will pay for the full cost of eye exams with no dollar maximum as long as they are recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist and do not exceed the frequency of once every twenty-four (24) consecutive months for over 19 and once every twelve (12) consecutive months for under 19.

G8.07 Extended Health Benefits

Each eligible employee enrolled in the health benefit plan shall be covered under extended health benefits as provided by the Company and as set out in the agreement with the benefit provider and this plan will become part of the collective agreement. A summary of these benefits will be outlined in Appendix A of the collective agreement.

G8.08 Dental

Each eligible employee enrolled in the health benefit plan will be provided with dental benefits equivalent to those offered by the benefit provider plan as follows:

- (a) Plan A (80% co-insurance)
- (b) Plan B (50% co-insurance)
- (c) Plan C (50% co-insurance, with a limit of \$1000 maximum lifetime benefits per person enrolled in this Plan effective April 1, 1984).

G8.09 Short Term Sick Leave

Each eligible employee on the health benefit plan will be eligible for short term sick leave as follows:

- (a) First day of absence due to illness - no pay;

- (b) Second and Third day of absence due to illness - one hundred (100%) percent of basic earnings in effect at the time of illness which will be paid by the Company;
- (c) Fourth and subsequent days of absence due to illness - seventy-five (75%) percent of basic earnings in effect at the time of illness paid by the Short Term Disability (STD) plan as set out in the contract with the benefit provider.
- (d) Medical notes shall not be required for illnesses lasting up to three (3) days except in those situations where a pattern of absence has developed. For each illness lasting four (4) or more days, a medical form must be provided by the employee, if requested, in order to receive paid sick day benefits. The cost of the medical form shall be borne by the Company.
- (e) For each illness lasting more than three (3) days, a medical form supplied by the benefit provider must be completed in order to receive benefits. The cost of the medical form shall be borne by the Company.
- (f) Employees on the health benefit plan may use banked time or stats to replace income lost during unpaid sick time.
- (g) Basic earnings are understood to mean the normal pay that an employee is earning, or the definition set out by the benefit provider, whichever is greater. For example, employees working a ten (10) hour shift on a regular basis would have basic earnings paid at ten (10) hours per each day missed while those working an eight (8) hour shift on a regular basis would have basic earnings of eight (8) hours per each day missed.

G8.10 WCB Supplement

For each eligible employee enrolled in the health benefit plan who is receiving Workers' Compensation Board payments, the Company will pay the difference between such payments and eighty-five percent (85%) of the employee's normal weekly straight-time wages for the period the employee is covered.

G8.11 Long Term Disability

A long-term disability (LTD) plan will provide a benefit of fifty percent (50%) of normal earnings, based on the last full day of work, upon completion of one hundred and eighty (180) consecutive days of absence through sickness or off the job accident. In the case of a recurring illness that had been covered by LTD within the previous thirty (30) days, LTD would then commence on the first day of illness.

The Employer will pay fifty percent (50%) of the LTD premiums.

G8.12 Premiums

- (a) The Company shall pay eighty percent (80%) and the employee twenty percent (20%) of the costs of all health benefit plans contained in this article

(except as outlined above in article G8.11) for eligible employees or of any subsequent compulsory medical surgical and hospital plans introduced by the provincial or federal governments.

- (b) The Employer will continue to remit benefit premiums for employees on approved leaves of absence including those leaves mentioned in Article G8.13 (a). When an employee is on a personal leave of absence without pay for twenty-two (22) or more consecutive working days, the employee will be responsible for one hundred percent (100%) of these payments during the absence.
- (c) The employee share of applicable premiums (all premiums except STD and LTD premiums) will be deducted equally on a bi-weekly basis. Employees on benefits who are not working during a month and who owe (or likely will owe) their share of applicable benefit premiums shall be entitled to pre-pay the cost of those premiums in advance through payroll deduction or to have those costs deducted equally on a bi-weekly basis over the same time period that they were not working upon their return to work.
- (d) The Employer shall be entitled to deduct any monies owed for benefit premiums from an employee's final paycheque in the event the employee resigns or is terminated before paying off all benefit premiums owed.

G8.13 Calculation of Hours and Days Worked for Benefit Entitlement

- (a) For the purposes of calculating hours attributed toward calculation of benefit entitlements, hours worked shall include the average amount of time an employee would have worked while off on sick leave, WCB, LTD, Weekly Indemnity, Maternity and Parental Leave, Bereavement Leave, Vacation, Statutory Holidays, Jury Duty Leave, Family Responsibility Leave, Compassionate Care Leave, and Union Leaves.
- (b) For the purpose of calculating days attributed toward calculation of benefit entitlement, each day the employee works a shift shall be considered a day.

G8.14 Premium Payment In Lieu of Benefits

All employees who are not enrolled in the health benefit plan shall receive a six percent (6%) premium calculated at the applicable wage rate for all hours worked. Employees being paid a percentage in lieu of the health benefit plan shall receive the payment set out in this article along with their regular pay.

G8.15 Insurance Out of Province

The Company agrees to provide insurance coverage to employees working out of Province and/or out of country. Such insurance will be sufficient to cover all medical expenses and other expenses directly related to medical treatment required.

G8.16 Employee and Family Assistance Plan

The Company shall provide an employee and family assistance plan (EFAP) at no charge to all employees covered under benefits.

ARTICLE G9 – PENSION BENEFITS**G9.01 RRSP Contributions**

- (a) An employee may contribute any amount up to the Revenue Canada limitations to the RRSP Plan after completing their probationary period. The Company shall contribute a matching amount to the employee's contribution

Effective April 1, 2012	Effective April 1, 2014
Up to 4% of gross earnings in each pay period.	Up to 5% of gross earnings in each pay period.

- (b) The Employer's contribution shall be restricted until the employee retires or leaves the Company.
- (c) The employee's contribution shall not be restricted. The employee has the right to withdraw their contribution amounts at any time.
- (d) Employees are entitled to change contribution amounts with one (1) month's written notice to the Employer.
- (e) The Employer will deposit money deducted from an employee's pay cheque into the employee's RRSP account by the next period.

G9.02 Retirement Planning Information

- (a) The Company agrees that it is important to continue to encourage employees to join the group RRSP plan. The Company will provide ongoing information on retirement needs and taxation benefits to help employees make informed decisions regarding joining this plan.
- (b) The Company will contact employees in writing who are not enrolled in the Group RRSP Plan, once each calendar year, outlining the benefits and enrolment process. The Chief Shop Steward will receive a copy of the information and a list of all employees receiving the information when this contact occurs.

ARTICLE G10 – ANNUAL VACATIONS

G10.01 New Employees

An employee is not entitled to take any vacation until he/she has completed six (6) months' continuous service.

New employees joining the Company who are not hired into a full-time position as set out in Articles D11.18, M1.02, and T1.03 will advise the Employer in writing if they wish to bank their vacation pay for the remainder of the current calendar year or have it paid out on each pay cheque.

In the year the new employee completes his/her first year of service, he or she shall be entitled to a vacation with pay equal to one-twelfth of ten (10) days for each full month of service during the calendar year in which he or she was hired, calculated to the nearest full day.

G10.02 Vacation Entitlements and Eligibility for Sign-Up

- (a) Vacation entitlements are based on a calendar year system.
- (b) Employees who have completed the number of years of service shown under column one (1) in any year shall be entitled to the corresponding number of days of annual vacation with pay (or equivalent time off without pay for those employees who choose not to accrue vacation pay and who do not hold a full-time position as set out in Articles D11.18, M1.02, and T1.03) as shown in column two (2) to be taken during that year and subsequent years. (Refer to Past Service Credits provision of this Agreement).

COLUMN (1)	COLUMN (2)
1 YEAR(S) OF SERVICE	10 DAYS VACATION - 4%
2 YEAR(S) OF SERVICE	15 DAYS VACATION - 6%
11 YEAR(S) OF SERVICE	20 DAYS VACATION 8%
20 YEAR(S) OF SERVICE	25 DAYS VACATION 10%

- (c) Employees who do not hold a guaranteed full-time position as set out in Article D11.18, M1.02, and T1.03 shall advise the Employer in writing by October 1 of each year whether or not they wish to accrue their vacation entitlement or receive their vacation percentage payment in lieu based on their entitlement level in column 2 of G10.02. Employees who do not accrue vacation pay shall be entitled to sign for vacation time off without pay based their entitlement level in column 2 of G10.02 and the applicable sign up rules for their section.

- (d) In the event that an employee is laid off (ROE issued) then the employee shall be entitled to take a 'vacation pay-out' of accrued vacation pay. In such a case, a driver may remain on the rotation cycle at their respective depot.

Upon return from lay off, an employee who has received a payout will advise the Employer in writing if they wish to begin to accrue vacation pay once again. In such a case, a driver who received a payout shall retain the right to remain on the vacation cycle at their respective depot.

- (e) Those employees who agree to accrue their vacation pay shall, by default, have their vacation pay accrue beginning January 1 of the following year, or, upon request, may accrue their vacation pay at an earlier date prior to the yearly sign-up in order to receive pro-rated vacation pay in the first year after they start accruing vacation pay.

Definition: "year" or "years" shall mean the number of year(s) plus one (1) day.

G10.03 Vacation Sign-Ups

Annual vacation will be signed for by each employee in accordance with the terms and conditions established in the applicable sections of this Agreement.

G10.04 Vacation and Statutory Holiday Scheduling

- (a) For the purposes of this article, all references to vacation sign-up shall include the ability to sign statutory holidays in weekly blocks at the same time as vacation blocks. Employees will indicate "S" for a statutory holiday block and "V" for a vacation block.
- (b) On October 1 of each year, the Company will post in each section of the work place a separate annual vacation schedule to allow eligible employees as defined in Article G10.02 the opportunity to sign for vacations and banked statutory holidays that can be taken in the following calendar year according to the vacation entitlements outlined in Article G10.02 and the statutory holiday entitlements outlined in Article G11. The sign-up sheets will remain up until November 30.
- (c) All employees eligible to sign for vacations as set out in Article G10.02 shall sign for scheduled vacations as per their entitlements in Article G10.02 and may sign for banked statutory holidays as set out in Article G11. A copy of each vacation schedule sign-up for each section will be provided to the Chief Shop Steward at least forty-eight (48) hours prior to posting and upon completion.
- (d) Each annual vacation sign-up sheet for each section shall provide sufficient slots for each week of the year to permit all employees to sign vacations and banked statutory holidays as per their full entitlement. There shall be no blackout periods.

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- (e) A vacation slot shall be a minimum of one (1) week, (i.e. seven (7) consecutive calendar days). Statutory holidays blocks for the purposes of the vacation sign-up must also be signed in one (1) week blocks or may be signed up separately as set out in Article G11.08.
- (f) The Company will ensure that a reasonable number of employees are allowed to take a vacation in any one (1) section at any one (1) time. The amount of vacation slots for each week of the year available to employees in each section of the work place shall be based on operational requirements of that section, with the following minimum numbers:
- (i) **Drivers** – Three (3) slots in Vancouver and one (1) slot in Victoria for the period running between Canada Day and Labour Day and two (2) slots in Victoria for every other week of the year. A minimum of one (1) slot in Whistler for every week of the year.
 - (ii) **Tickets and Customer Service** – One (1) slot for each week of the year from among Ticket staff working at YVR and two (2) slots for each week of the year from the downtown ticket agents and Call Centre staff.
 - (iii) **Maintenance and Service** – Two (2) slots for each week of the year from Service and Helpers and one (1) slot for each week of the year from Maintenance staff .
- (g) With the exception of Drivers, who are on a rotational seniority system (as set out in Article D3.03), all employees shall have preference in respect to signing for annual vacations and banked statutory holidays for the following calendar year based on their Company seniority, with employees who have chosen to accrue vacation signing their vacation in seniority order first followed by those who have not chosen to accrue, in seniority order.
- (h) Employees are expected to make efforts to sign for their vacation in an expeditious manner. In the event of continued delays in signing without reasonable justification, the Company reserves the right to place a limit of up to forty-eight (48) hours for each employee to make a decision on signing in each round of bidding.
- (i) All employees other than Drivers shall be permitted to sign all, some, or none of their vacation and banked statutory holidays by Company seniority in the first round of vacation signing which shall be completed by October 31, with employees who have chosen to accrue vacation signing their vacation in seniority order first followed by those who have not chosen to accrue, in seniority order. Employees shall be entitled to sign the remainder of their vacation time and in consecutive weeks if desired subject to availability of vacation slots by seniority in the second round of signing, with employees who have chosen to accrue vacation signing their vacation in seniority order first followed by those who have not chosen to accrue, in seniority order.

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- (j) Drivers shall be permitted to sign all, some, or none of their vacation and banked statutory holidays by Company seniority (and in accordance with the rotational grid pattern set out in Article D3.03) in the first round of vacation signing which shall be completed by October 31, provided they do not sign more than three (3) consecutive weeks of vacation and/or banked statutory holidays between the start of the fourth week in June and the end of the second week in September. Drivers shall sign the remainder of their earned vacation time and/or be entitled to schedule banked statutory holidays in consecutive weeks by Company seniority (and in accordance with the rotational grid pattern set out in Article D3.03) in the second round of signing.
 - (k)
 - (i) An employee is required to take each week of his/her vacation time entitlement where there is an equivalent regular week's pay. Where there is less than a full regular week's pay available, the employee will not be required to take that week off, and in such case may request a pay-out of the partial weeks' vacation pay.
 - (ii) It shall be mandatory for an employee to take his/her accrued vacation time as per a) above unless otherwise agreed between the Company and the Union.
 - (l) The Company agrees to post the results in each section of the first round of signing in a tentative vacation schedule no later than the end of November. Employees will review these tentative schedules and finish signing on their second round if applicable no later than the end of the first week in December. A copy of each tentative vacation schedule for each section will be provided to the Chief Shop Steward upon posting.
 - (m) The Company will post the final vacation schedule based on the selections and any mutually agreed changes made between employees no later than December 31st. Copies of the final vacation schedules in each section will be provided to the Chief Shop Steward upon posting.
 - (n) Vacations, once approved, cannot be changed except by mutual agreement or according to the terms as set out in Article G10.05.
 - (o) Employees who accrue vacation pay are expected to take their full allotment of earned vacation entitlement each year. Vacation entitlements not bid or requested off prior to October 1 of the year that the vacation is eligible to be scheduled will either be scheduled off on vacation before the end of that calendar year or paid out all vacation entitlement for that year at the Company's discretion.
 - (p) Leaves will be granted at the beginning or the end of a holiday period to coincide with days off, if requested.
 - (q) If requested, vacation pay shall be paid on the regular cheque preceding an employee leaving on vacation, for that period of vacation being taken.

G10.05 Vacations Rescheduled

Employees who transfer to another location and/or classification with a different vacation sign-up will, whenever possible, retain their previous vacation schedule. In the event the employee's vacation has to be rescheduled, it will be done at a time mutually agreeable to the Company and the employee.

An employee who is scheduled to commence his/her annual vacation and becomes sick or is away sick on his/her last working day before his/her holidays commence may have his/her vacation deferred and rescheduled at a time mutually agreed to between the Company and the employee provided that the said employee produces a Company medical form and return to work form duly completed by a medical practitioner and that the request for the deferment is mutually satisfactory to the Company and the Union.

Once an employee actually commences his/her vacation and becomes ill or injured, he/she may have that portion of his/her vacation deferred providing the reason is substantiated in the same manner as stated in the preceding paragraph. Any employee requesting a vacation deferment must do so within seventy-two (72) hours of returning to work.

"The intent of this clause is to reschedule vacations or part thereof when the employee has had considerable disruption to his/her vacation, i.e.: hospitalization, bed-ridden, etc."

Any holiday deferred shall be rescheduled at a time mutually agreeable to the employee and the Company and the employee will be given a minimum of two (2) weeks' notice once the rescheduling has been determined. The employee may waive this notice period.

G10.06 Statutory Holiday Falling on Vacation

When a statutory holiday falls within an employee's vacation period, the employee shall be governed by the provisions in the Statutory Holiday Section of the Agreement.

G10.07 Vacation Pay

Employees - Payment for annual vacations for employees will be based on one of the following two calculations, whichever yields the greater amount:

- (a) The employee's normal straight time wage rate of pay will be maintained during the time the employee's vacation is taken, or
- (b) The employee's gross earnings for the previous year are multiplied by a percentage rate applicable to the employee's vacation entitlement, i.e. six percent (6%) or ten percent (10%).
- (c) Vacation pay will only be drawn immediately prior to time the vacation is taken and only for the actual period of the vacation taken.
- (d) If necessary, adjustment of vacation pay will be made, when the employee takes his/her annual vacation, to ensure that the employees receive the

greater amount of vacation pay from application of either the rate in (a) percentage or (b) calculations.

- (e) The calculation referred to in Article G10.07 (a) is not applicable for employees who are not on the benefit plan for at least six (6) consecutive months prior to the vacation being taken; such employees will calculate their vacation pay based on the formula outlined in Article G10.07 (b).

G10.08 Pay on Termination

Employees who terminate will receive pay in lieu of any outstanding vacation earned in the previous calendar year plus pay for vacation earned in the current year to the date of termination in accordance with the percentage formula.

G10.09 Limitations to Entitlements

An employee will be considered to be accruing vacation entitlement during periods of work and vacation, bereavement leave, jury duty leave, maternity and parental leave, medical leave, family responsibility leave, compassionate care leave, union leave and personal leave under fourteen (14) days but will not include time not worked due to layoff, personal leave in excess of fourteen (14) days or any other absence from work. Where an employee is on lay-off such time shall not be deducted from length of service in the calculation of years of service under column (1) of Article G10.02.

ARTICLE G11 – STATUTORY HOLIDAYS

G11.01 Statutory Holidays

For the purposes of this Agreement the following shall be acknowledged as "Statutory Holidays":

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	Family Day, effective in February 2013

or days in lieu of these listed holidays and any other additional public holiday gazetted, declared or proclaimed by the Government of Canada or by the Government of the Province of British Columbia.

G11.02 Eligibility

All employees who have been employed for at least thirty (30) calendar days will be eligible for statutory holiday pay.

G11.03 Working on a Statutory Holiday

An eligible employee who works on a Statutory Holiday is entitled to:

- (a) time and one-half (1.5x) for the first eight (8) hours worked and double time (2x) for any work over eight (8) hours (except Charter work);
- (b) plus a day off with an average day's pay as calculated in Article G11.05.
- (c) An eligible employee who works on a Statutory Holiday on an assigned day off will receive double time (2x) for the first eight (8) hours and double time and a half (2.5x) for any work over eight (8) hours.

G11.04 Statutory Holiday on a Day Off

Eligible employees who do not work on a Statutory Holiday are entitled to an average day's pay as set out in Article G11.05.

G11.05 Calculation of an Average Day's Pay

- (a) An average day's pay shall be understood to mean an employee's total hourly earnings, exclusive of overtime, for the hours he/she has worked in the thirty (30) calendar day period immediately preceding the day in which the Statutory Holiday occurs, divided by twenty (20) to establish the hours to be paid for the Statutory Holiday.
- (b) Total hourly earnings includes all wages, premiums, payments in lieu of benefits, sick pay, short-term disability pay, statutory holiday pay, vacation pay and time spent booked off on Union leave but does not include overtime.

G11.06 Not Eligible for Statutory Holiday

An employee shall not be eligible for statutory holiday pay when a statutory holiday falls during any of the following periods of absence:

- (a) Paid bereavement leave;
- (b) Absence due to sickness or non-occupational injury;
- (c) Approved leave of absence;
- (d) Any absence without Company approval.

G11.07 No Double Dipping

In no instance shall an employee receive, for the same day, both statutory holiday pay and bereavement pay or payments under the sick leave plan. An average day's pay shall be calculated at the applicable base rate with premiums and payments in lieu of benefits.

G11.08 Banking Statutory Holidays

All employees shall be eligible to bank statutory holidays as set out in this article. Employees shall notify payroll in writing if they wish to bank statutory holiday overtime pay and/or the average day's pay as set out in article G11.05. Withdrawals of banked statutory holiday time shall be set at a minimum of one (1) day and shall be taken at a mutually agreeable time. Request to take banked statutory holiday time off with pay shall not be unreasonably denied.

G11.09 Banked Statutory Holiday Application

When statutory holidays are banked, employees will not receive any statutory holiday pay in the pay period in which the statutory holiday actually occurs. The statutory holiday pay shall be paid at the time the banked statutory holiday is taken.

ARTICLE G12 – MATERNITY AND PARENTAL LEAVE**G12.01 Maternity Leave**

- (a) Upon request, an eligible employee shall be granted a maternity leave of absence for a period of up to seventeen (17) weeks. An extension shall be granted if recommended by the employee's physician.
- (b) Where possible, the employee shall notify the Employer at least three (3) weeks in advance of the date on which she intends to begin her leave of absence. On the recommendation of her physician she may commence her leave immediately.
- (c) Employees on maternity shall notify the Employer of their expected date of return to regular employment at least two (2) weeks prior to the return date. This return date shall be extended on the recommendation of the employee's physician.
- (d) Illness arising due to pregnancy during employment and prior to leave of absence shall be covered by the benefit plans the same as any other illness.
- (e) The Employer agrees to accommodate the needs of pregnant employees for modification of their position and/or hours of work as recommended by their physician.

G12.02 Parental Leave

Employees who have completed six (6) consecutive months of continuous service with the Company or upon completion of probation (whichever comes first) shall be granted a Parental Leave of Absence for a period of thirty-five (35) weeks beginning on the day on which the child is born or the day on which the child comes into the employee's care.

G12.03 Adoption Leave

Employees who have completed six (6) consecutive months of continuous service with the Company or upon completion of probation (whichever comes first) shall be granted an Adoption Leave of Absence without pay for up to thirty-five (35) weeks within a fifty-two week period, beginning on the day on which the child comes into the employee's care.

G12.04 Notification of Maternity, Parental or Adoption Leave

Where possible, employees wishing to take a leave under Article G12 must notify the Employer in writing at least two (2) weeks in advance of the date the leave is to commence and such notice shall include the duration of the leave. Employees shall give at least two (2) weeks written confirmation of their expected date of return to work.

G12.05 Maintenance of Benefit Premiums

The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability and shall pay the Employer's share of these of these premiums for the duration of these leaves.

G12.06 Seniority to Accrue During Leave

Any employee who returns to work after the expiration of a leave of absence granted under this Article shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave and shall accumulate all benefits under this Collective Agreement.

G12.07 Requests to Extend Leave

Requests for extensions of maternity, parental or adoption leave will not be unreasonably denied.

G12.08 No Discrimination

The Company will not discriminate against employees on maternity, parental or adoption leave. The Company will not terminate the employment or change any condition of employment of an employee on maternity, parental or adoption leave without the employee and the Union's written consent.

ARTICLE G13 – SPECIAL LEAVES**G13.01 Bereavement Leave**

In the event of a death in an employee's immediate family, a leave of absence with pay of three (3) days shall be granted. Application may be made orally or in writing.

In addition, if the employee is notified of the death while on duty, the employee shall be

excused with pay for the balance of that day, wherever possible. Said time shall not be charged against the three (3) days of leave.

"Immediate family" shall be limited to spouse (including common law and same sex spouse), son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepchildren, adopted child, and/or any person who lives with the employee as a member of the employee's family.

G13.02 Jury Duty

The Company shall pay any employee who is absent and who has been subpoenaed to service on a Jury, provided however, all sums received by way of payment for Jury Duty, shall be payable to the Company. No employee shall receive both his/her regular applicable base earnings and Jury Duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors. The employee has a responsibility to substantiate each day of attendance as a Juror.

Drivers that report to the Court for Jury Duty will not be required to work that day, but if the employee is not required for jury duty he/she will report back for standby work.

G13.03 Subpoenaed Witness

Employees subpoenaed as a witness in a Court hearing, as a witness to an event while on duty, shall be compensated by the Company on the basis of the same principles established under the heading Jury Duty.

G13.04 Licence Suspension

An employee who is required to hold a valid driver licence in order to perform his/her job will, by mutual agreement between the Company and the Union, be granted one (1) leave of absence to cover a licence suspension. If the same employee has another suspension within a three (3) year period, he/she may or may not be granted another leave of absence and this shall be at the discretion of the Company.

G13.05 Family Responsibility Leave

- (a) An employee is entitled to up to a total of five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year shall not be unreasonably withheld.
- (b) "Immediate family" means the spouse, child, parent, step-parent, stepchildren, same sex partners and their children, guardian, sibling, grandchild or grandparent of an employee, and/or any person who lives with the employee as a member of the employee's family.

G13.06 Compassionate Care Leave

- (a) An employee who requests Compassionate Care Leave to provide care or support to a gravely ill family member is entitled to up to eight (8) weeks of unpaid leave.
- (b) Immediate family for the purposes of this article shall be as set out in the BC *Employment Standards Act* (or other applicable legislation) governing Compassionate Care Leave.

ARTICLE G14 – PERSONAL LEAVES**G14.01 Under 14 Days**

Employees covered by this Agreement shall be granted a leave of absence without pay upon written application to their immediate supervisor when such leave does not exceed fourteen (14) consecutive days and does not affect the efficient operation of the Company or any employee entitlements under this collective agreement. Employees applying for these leaves will receive a written response as soon as possible but within thirty (30) days.

G14.02 Over 14 Days

All applications for longer periods of time up to one (1) year shall be submitted to a Union representative. Both the Union and the appropriate Company Manager must approve leaves of absences beyond fourteen (14) consecutive days. All personal leaves shall be for a maximum of one (1) year.

G14.03 Other Occupations

No leaves of absence shall be granted to employees holding full-time positions as outlined in Article D11.18, M1.02, or T1.03 for the purposes of entering other occupations except with the written approval of the Company and the Union.

G14.04 Educational Leaves

Leave for educational purposes shall be granted upon request. Employees shall make themselves available for work between semesters.

ARTICLE G15 – OVERTIME**G15.01 Regular Rate of Pay**

"REGULAR RATE" shall mean the applicable straight time hourly rate of pay as specified in the appropriate wage schedule.

G15.02 Overtime

"OVERTIME" shall be calculated and defined in each applicable section of the collective agreement.

G15.03 Overtime is Voluntary

All employees will be available for overtime work on a voluntary basis and the Union may reach agreement with the Company on limits to the amount of overtime that can be worked by individuals.

G15.04 No Compounding

There will be no compounding of overtime payments or any other premium payments.

G15.05 Banking of Excess Hours

- (a) The Company shall allow the employees the option of banking excess hours. An employee may not have more than one hundred and twenty (120) hours of banked time. Banked excess hours shall be drawn or paid out consistent with the rules and regulations outlined below:
- (b) Banked excess hours will only be paid out at the rate at which they were earned.
- (c) Excess hours means those hours in excess of eight (80), ninety (90), or one hundred (100) hours in a pay period, or seventy-five (75) hours or greater for maintenance and ticket section employees. Employees will notify payroll at which level of hours to begin banking.
- (d) Banked time may only be taken when mutually agreed between the Employer and the employee. Such agreement may not be unreasonably withheld. Banked time may be taken as cash at any time with one (1) weeks' notice.

ARTICLE G16 – OTHER EMPLOYMENT**G16.01 No Conflicts**

No employees holding full-time positions as outlined in Article D11.18, M1.02, or T1.03 covered by this Agreement shall at any time work, or be employed by, or engage in any activities whatsoever associated with any other Company without the written consent of the Employer. The Employer shall copy the Union Chief Shop Steward with a copy of these arrangements at the time the consent is granted.

This clause is not intended to preclude laid off employees or employees who work less than full-time hours from taking other work as long as the Company does not have work for them as per the mandatory reporting provisions of the agreement and further provided that the other employment does not interfere with the employees ability to

report for available work when required under the terms of the collective agreement or unless otherwise mutually agreed. Employees taking such other work must notify the Company in writing.

ARTICLE G17 – PAST SERVICE CREDITS

G17.01 Bridging

All regular employees entering or re-entering service shall be given credit for all previous service with Pacific Coach Lines or for previous service in any of the operations taken over by Pacific Coach Lines or any of its predecessors, providing there is not a break in service of more than three (3) years.

G17.02 Predecessor Companies

All regular employees shall be given credit for the purposes of vacation entitlement and leaves of absence providing such service credits were established on April 1, 1984, for all previous periods of service with B.C. Hydro, Pacific Stage Lines, Vancouver Island Coach Lines, or any of their predecessor companies or operations.

G17.03 Definition of Service

For the purposes of the above "service" shall mean the period of time a regular employee is working for Pacific Coach Lines and shall include working days, days off on sick leave, statutory holidays and authorized leave of absence and does not include any period of lay-off.

G17.04 Prior to 1984

Those drivers who have been recalled before September 15, 1984, and have remained on active recall until they became classified as regular, shall have added to their accumulative active time their past service credits established on May 31, 1984.

G17.05 Working Day Equals 1 Month

For the purpose of this Agreement, when calculating past service credits for determining vacation entitlement, twenty-two (22) working days are deemed to be one (1) month.

G17.06 Credits not Seniority

In no event are past service credits to be construed to mean seniority.

ARTICLE G18 – TRAINING

G18.01 Eligibility for Training

Employees may apply on the prescribed educational assistance form for financial aid to a course of outside training. The degree of financial aid assumed by the Company will

depend on the circumstances involved as follows:

- (a) Full cost of training (tuition fees, required textbooks, and such other expenses as may be approved by the Company) will be borne by the Company where the training is at the instigation of management. Such training requires written approval of a departmental manager.
- (b) One-half the cost of training (tuition fees, required textbooks, and such other expenses as may be approved by the Company) will be reimbursed to an employee, upon successful completion of such training or course, where:
 - (i) written approval has been obtained from the Company prior to the commencement of such training or course; and
 - (ii) the Company agrees that additional training would be helpful to the individual's present performance or could be of future use to the employee in working with the Company.

G18.02 Review for Financial Assistance

Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance.

ARTICLE G19 – SEVERANCE PAY, TECHNOLOGICAL CHANGE OR NEW PROCEDURES

G19.01 Parties to Co-operate

The parties hereto agree to co-operate so that full advantage can be taken of improved technology.

G19.02 Employer to Notify

The Company shall notify the Union six (6) months or as soon as practicable, in advance of an intent to introduce new technology which will affect a number of employees covered by this Agreement.

G19.03 Affected Employees

After receipt of such notice the Company and the Union will meet to decide on the best treatment of employees who may be affected. Failing agreement, either party may refer the matter to the Grievance and Arbitration Procedures.

G19.04 Transfer and Placement

It is agreed that if an employee is displaced due to technological change or new procedures, the employee will be given the opportunity to transfer to a current vacant position subject to the employee meeting the selection criteria established for the position, or exercise seniority in accordance with the lay-off provisions in their section of this Agreement.

G19.05 Severance Pay in Event of Technological Change or New Procedures

The Company will provide one (1) weeks' severance pay for each year of service to employees who become redundant due to the above to a maximum of twenty-six (26) weeks. The Company will train wherever practicable such employees for other positions covered by this Agreement.

G19.06 Layoff and/or Terminations, Adjustments, and Severance Pay

(a) The Company is committed to following all applicable provisions of the BC *Labour Relations Code*, the BC *Employment Standards Act* and Regulations and/or, if applicable, the *Canada Labour Code* and related legislation in the event of a partial or complete closure or reduction of the workforce.

(b) **Severance Pay**

A full time or part-time employee who has completed a minimum of twenty-four (24) months of service and who is laid off (where lay off is defined as seven (7) days without work or a reduction of fifty (50%) or more of weekly earnings, and/or in accordance with EI definitions of a layoff) or terminated (other than those who are terminated for cause where such termination is not overturned through the grievance and arbitration procedures) shall be entitled to accept one (1) week of severance pay for each year of service to a maximum of twenty-six (26) weeks.

A week of severance pay shall be calculated based on the average number of weekly hours worked by the employee in the twelve (12) month period immediately preceding the date of layoff or termination, but shall not exceed forty (40) hours of straight time pay per week at the base rate plus any applicable premiums.

An employee subject to layoff must advise the Company within thirty (30) days of the time of layoff if they wish to take the severance pay, at which time the employee shall be removed from the seniority list and shall be deemed terminated and not eligible for recall. An employee who elects not to take severance pay at the time of layoff shall not be eligible for such pay if they are not recalled for work during the time their recall rights remain in effect.

If the employee was on benefits at the time of layoff, they shall be entitled to continue the benefits with the Company paying their share of the premiums for four (4) months following the acceptance of the severance package.

Each employee is entitled to receive this payment in a lump sum or by maintaining normal pay periods until severance is exhausted and may request that it be deposited directly into their RRSP Plan without source deduction. This severance payment will be payable regardless of whether or not the employee finds alternate employment. Employees who are laid off who choose to take the severance payment shall lose seniority and their employment shall be terminated.

G19.07 Eligibility

An employee shall only qualify to receive the benefit provided by this provision after the employee has been employed for twenty-four (24) calendar months. An employee who receives severance pay under Article 19.05 is not eligible for severance pay under Article 19.06 and vice-versa.

ARTICLE G20 – OCCUPATIONAL HEALTH AND SAFETY**G20.01 Health and Safety Responsibility**

- (a) The parties agree that the promotion of the health and safety of employees in the workplace is crucial. The Company, the Union and all employees shall cooperate in ensuring that workers and other persons present at workplaces are protected from work-related risks to their health and safety. It is recognized that the Company has the primary duty in providing a safe working environment.
- (b) The Company and its employees shall comply with all applicable health and safety legislation including the Workers' Compensation Act and its Regulations, the *National Safety Code* and any amendments made to the legislation.
- (c) Employees will be expected to observe established health and safety policies and to immediately report unsafe or harmful conditions, equipment, or practices to Management, who shall arrange to correct the problem as soon as possible. Reports of safety issues shall be made in writing.
- (d) The Company will comply with any regulatory provision in reporting hazardous materials in the workplace to the appropriate authorities.

G20.02 Occupational Health & Safety Committee

- (a) The Union shall select at least four (4) Union members to serve on the Joint Occupational Health & Safety (OH&S) Committee. At least two (2) of these members as selected by the Union shall meet in person with a Company representative or representatives at least once each month on paid time at applicable rates. The time, date, location, and agenda of these meetings will be established by mutual agreement. There shall be equal numbers of Union and Company representatives on the OH&S Committee. A Chairperson and a Co-Chairperson shall be elected from and by the members of the OH&S Committee. When the Chairperson is a Company member, the Co-Chairperson shall be a Union member and vice-versa.
- (b) The Union and Company members will create an agenda for each meeting at least three (3) working days before the meeting to enable both parties to be prepared with necessary information on the agenda items to be discussed.

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- (c) Union staff or Union health and safety advisors shall be permitted to attend OH&S Committee meetings at the request of any member of the OH&S Committee with voice but no vote. Additional persons necessary to the proper functioning of the OH&S Committee and the thorough consideration of an issue may be invited to attend meetings on the same basis.
 - (d) Minutes will be kept of all matters discussed in the monthly meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the OH&S Committee will be referenced in the minutes.
 - (e) The OH&S Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety program, and shall promote compliance with applicable government regulations. Without limiting the generality of the foregoing, the OH&S Committee shall:
 - (i) At least every two (2) months, inspect all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices.
 - (ii) Develop, where these do not already exist, written instructions, available for reference by all workers, in respect of safe working practices and procedures.
 - (iii) Appoint a Union OH&S Committee member and a Company OH&S Committee member to investigate every injury or near-miss which involved or would have involved a worker going to a doctor or hospital.
 - (iv) Recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations.
 - (v) Consider recommendations from the workforce in respect to industrial health and safety and recommend implementation where warranted.
 - (vi) Review reports of current accidents or industrial diseases, their causes and means of prevention, and remedial action taken or required.
 - (vii) Have access to and promptly receive copies of, all reports, records and documents in the Company's possession or obtainable by the Company pertaining to health or safety, and which fall within the jurisdiction of the OH&S Committee.
 - (viii) Ensure that OH&S Committee minutes are posted on all bulletin boards in each depot with copies made available to all employees and Shop Stewards. A copy of the minutes will also be forwarded to the Union staff representative.

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- (f) The Company agrees to provide detailed written reasons for not implementing any written recommendations requested by a OH&S Committee Co-Chair within twenty-one (21) days of receiving a recommendation.
 - (g) The necessary time spent by members of the OH&S Committee in the course of their duties shall be determined by mutual agreement and will be considered as time worked and shall be paid in accordance with the terms of this agreement. Union Committee members shall be entitled to meet for at least thirty (30) minutes of paid caucus time paid at applicable rates prior to meeting with Company representatives at each monthly OH&S Committee meeting.
 - (h) The Company will ensure that its administrative staff are directed to prepare the monthly meeting minutes in a clean and legible format and will distribute draft copies of these minutes to all OH&S Committee members for review prior to approval. Minutes of such meetings, once approved, shall be signed by the Chairperson and Secretary, and shall be posted on all Company bulletin boards in each depot and department and will be distributed to all Committee members and Management staff. A copy of the minutes will also be sent to the Union staff representative upon posting.
 - (i) Joint Health and Safety Committee meetings will be held at a mutually agreeable date and time will be considered as time worked as per the provisions of the collective agreement, and it is understood that these meetings are intended to be held in person.
 - (j) Employees attending Joint Health and Safety Committee meetings and/or performing work as Safety Representatives will be paid for the hours and/or the shift they missed based upon their seniority due to their attendance at the meeting based on applicable rates, including overtime if required subject to Article G20.02 (o) below.
 - (k) Employees attending Joint Health and Safety Committee meetings and/or performing work as Safety Representatives either prior to, after a shift, or on a day off will be paid at overtime rates if applicable.
 - (l) Employees from Victoria attending Joint Health and Safety Committee meetings and/or performing work as Safety Representatives in Vancouver on a normal work day will be paid at straight time rates from the time they report to the Victoria depot to the time of their return to the Victoria depot or overtime if attending on a regular day off which has not been changed by mutual agreement prior to the meeting.
 - (m) Employees attending Joint Health and Safety Committee meetings and/or performing work as Safety Representatives during a period of layoff will receive a minimum of five (5) hours of pay at applicable rates for such work.

- (n) Employees attending meetings under this Article must be available to work for any hours for which they are being paid and are not required to be at the meeting.
- (o) In the event that an employee attends a meeting for less than ten (10) hours, it is understood that no claim for greater than ten (10) hours of pay at the applicable rate will be made.

G20.03 Accident and Incident Investigations

Every injury which involved or could have involved a worker going to a doctor or hospital must be investigated. A Union OH&S Committee member and an Employer OH&S Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident. Accident investigation reports shall contain:

- (a) the place, date and time of the accident;
- (b) the names and job titles of persons injured, if applicable;
- (c) the names of witnesses;
- (d) a brief description of the accident;
- (e) a statement of the sequence of events which preceded the accident;
- (f) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident;
- (g) recommended corrective actions to prevent similar occurrences;
- (h) the names of the persons who investigated the accident and their signatures.

G20.04 Injured Worker Provisions

- (a) Any employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to a doctor or hospital if necessary or requested.

G20.05 First Aid Attendants

- (a) The Occupational Health & Safety Committee will ensure that at least one (1) employee and one (1) alternate employee from each depot and department is trained in level 1 first aid. Nominees for the training will be selected by mutual agreement to ensure adequate coverage of trained attendants on all shifts. It is understood that employees selected for the training will normally

be those who are usually available on site for a significant portion of their work day.

- (b) The Company will cover all costs associated with such training including payment of wages at applicable rates, course fees, registration, and necessary materials.
- (c) A list of trained First Aid Attendants will be posted on all Company bulletin boards in each depot and department and a copy will be sent to the Union staff representative. The list of attendants will be reviewed at least once each year to ensure adequate and up-to-date coverage.

G20.06 Information for the OH&S Committee

The Company shall provide the OH&S Committee with the material safety data sheets of all new substances and processes introduced in the operation any other relevant information requested by the Committee as necessary to ensure it can perform its duties adequately.

G20.07 Confidentiality

The Company shall not reveal any health information in its possession concerning an employee to any third party unless required by law or with the written consent of the employee on each occasion the health information is requested.

G20.08 Unsafe Work

- (a) An employee must not perform work or operate a tool, appliance or equipment if he or she has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. This clause is intended to provide an avenue for employees to avoid unsafe work and not to deal with routine health and safety matters or other grievance issues which should be addressed through the proper channels.
- (b) When an employee exercises his or her right to refuse, he/she shall notify the Supervisor who shall promptly notify the Union OH&S Committee co-chairperson or designate, who shall then participate in all stages of the investigation. The employee shall stand by at a safe place and participate fully in the investigation of the hazard. There shall be no loss of pay, seniority or benefits during the period of refusal.
- (c) The Company shall ensure that no other employee is asked or permitted to perform the work of the employee who refused, unless the second employee is advised of the reasons of the work refusal in presence of the Union OH&S co-chairperson or his or her designate and the refusing employee.
- (d) If the Union OH&S co-chairperson and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.

G20.09 Proper Training and Education Error! Bookmark not defined.

- (a) Employees shall not operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction.
- (b) All current employees and all new employees will receive at least four (4) hours of general health & safety training paid at applicable rates in addition to any specific training provided by the Company for specific tasks. At least one (1) member of the OH&S Committee from the Company and the Union will deliver this training on paid time at applicable rates.
- (c) The Company shall notify the OH&S Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.
- (d) The Company will cover the course fees, registration, expenses, and wages at applicable rates for each OH&S Committee member to attend two (2) days of Union recommended safety training each year.

G20.10 Duty to Accommodate

- (a) The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) The Company and the Union recognize the requirement to comply with legislation and regulations as they pertain to the accommodation of employees.
- (c) The Company will discuss with the Union the necessary arrangements to accommodate an employee under this Article. All light duty, work hardening and/or trial programs, modified duties, or accommodation arrangements will be mutually agreed and set out in writing between the Company and the Union.
- (d) The Company shall pay for the costs of medical notes, records, assessments, and reports required in relation to accommodations.

G20.11 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

G20.12 Protective Equipment

Employees whose work requires them to wear protective devices as a regular part of the work performed in their section will be provided with the protective devices as required

by the Company and/or the OH&S Committee. The costs of any necessary protective devices will be covered by the Company.

G20.13 Equipment Standards

The Company agrees to keep all equipment in a safe operating condition. Any employee shall not drive any equipment which he or she considers to be in such condition as to endanger its safe operation. Any such equipment will be repaired before being put back into service. Red tags will be made available on every vehicle for use if needed.

G20.14 Protective Footwear Allowance

- (a) The Employer will pay a protective boot allowance for certified safety boots or shoes to a maximum of one hundred dollars (\$100.00) per year or up to two hundred dollars (\$200.00) every other year to all employees in the bargaining unit with the exception of those working in the downtown call centre. Requests from the downtown call centre staff for a protective boot allowance shall be referred to the Joint Health & Safety Committee and shall not be unreasonably denied.
- (b) Employees must produce a receipt for the boots or shoes and wear the safety boots or shoes while at work to be eligible for this payment.

ARTICLE G21 – HARASSMENT AND DISCRIMINATION

G21.01 Discrimination/Harassment Prohibited

- (a) The Company and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person is absolutely prohibited.
- (b) Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.
- (c) The Company shall post conspicuously in each depot and department a policy regarding harassment and discrimination which is approved by the Union and the Company.

G21.02 Definition of Harassment

The definition of harassment is behaviour which denies the employee their dignity and respect; or, is unwanted, unwelcome, unsolicited sexually oriented behaviour including:

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- (a) Touching which is expressed to be inappropriate and unwanted.
 - (b) Suggestive remarks or other verbal abuse with a sexual connotation.
 - (c) Demands for sexual favours.
 - (d) Bullying.

G21.03 Complaint Procedure

- (a) Any complaint involving allegations of harassment may be reported in confidence directly to the Manager and/or the Union.
- (b) All complaints will be jointly investigated promptly, thoroughly and in a manner that protects the privacy interests of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations.
- (c) The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

G21.04 Right of Arbitrator

- (a) An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:
 - (i) dismiss the complaint or grievance;
 - (ii) determine the appropriate redress regarding the complaint or grievance.
- (b) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

G21.05 Transfer of Harasser

Where the harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

G21.06 Redress through External Legal Avenues

Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

ARTICLE G22 – GENERAL**G22.01 False Application for Leave of Absence**

An employee who obtains a leave of absence under false pretences shall be subject to disciplinary procedures.

G22.02 Rules and Regulations

The Union agrees that all employees shall be governed by the rules and regulations established from time to time by the Company and shall also strictly observe all special orders bulletined or verbally conveyed by the Company unless such orders are contrary to law or to the provisions of this Agreement. The Company shall deliver a copy of all rules and regulations to the Union prior to implementation.

G22.03 Interpretation

Since the interpretation of this Article could be the subject of controversy, or may lead to unnecessary interruption in the operation of the Company, it is prudent that a clear understanding of the intent of the clause be put in writing as an addendum to the Collective Agreement. It is understood by both the Company and the Union that should any alleged violation of the Collective Agreement occur, the employee concerned shall follow the instructions as given and after completion of the assigned tasks shall then take up the grievance with a Union representative. If it is then necessary, the Union representative shall follow the grievance procedure contained in the Collective Agreement.

G22.04 Policies and Procedures

In cases where "Company" policy and procedure instructions refer to provisions covered in this Agreement, such policies and procedure instructions shall be forwarded to the Union prior to implementation.

G22.05 Bi-Weekly Pay

Employees will be paid on a bi-weekly basis.

G22.06 Assignment of Wages

The Company agrees to honour an employee's written assignment of wages with regards to the following:

- (a) Purchase of Government Savings Bonds
- (b) RRSP contributions

G22.07 Company Identification and Passes

An employee business card will be provided to all employees. Photo identification cards will be issued to employees if required to perform the duties of their job.

G22.08 Payment for Temporary Assignment

Employees who temporarily work in other than their regular classification for one-half (1/2) hour or more per day shall be paid at the higher of the two rates for all time worked with a minimum of two (2) hours' pay. Employees who work for two (2) hours or more in a classification with a higher rate of pay shall be paid at the higher rate for the entire shift.

G22.09 Seniority Lists and Employee Information

- (a) The Employer will provide the Union with seniority lists, and a name, address and phone list of all bargaining unit employees on January 1st and July 1st of each calendar year, or upon Union request.
- (b) The Employer will post the seniority lists in all depots and departments for a minimum of sixty (60) days upon delivering a copy to the Union.
- (c) Protests regarding an employee's seniority must be made within sixty (60) days of the posting of the seniority list or the seniority list will be considered correct for all purposes of this Agreement.

G22.10 Notification of Employee Changes

The Company will advise the Union in writing of all employee transfers, promotions and terminations on occurrence.

G22.11 Joint Committees

Various joint committees will be established from time to time as required to maintain good relations between the Company and the Union.

G22.12 Resolution of Concerns

The Company and the Union agree to meet and discuss any concern(s) and will attempt to resolve them, if possible, by mutual agreement.

G22.13 Number of Employees

The Company and the Union shall discuss the number of employees required in each section

G22.14 Contracting Out

The Company shall not contract out bargaining unit work provided the Company has the necessary number of employees with adequate skills and experience and suitable equipment. No employee shall have their hours of work reduced or be laid off as a result of any temporary contracting out. In the event that the Company is forced to temporarily contract out work due to a lack of employees, the Company will take steps to increase its employee complement as necessary to ensure that the work can continue to be performed by bargaining unit members.

In addition to that outlined above, there shall be no contracting out of the scheduled cross-water service that operates on BC Ferries.

In addition, the Company agrees that it will not use Cantrail drivers or buses to replace PCL drivers or buses or to perform any regularly scheduled run between YVR and Whistler, with the exception of overloads where there are no PCL drivers or buses available to take the run, or where buses and drivers are not available as a result of unforeseen circumstances beyond the control of the Company. The Company further undertakes that it will ensure that it will have sufficient buses in its fleet at all times to cover the requirements for the abovementioned scheduled services, unless buses are rendered unserviceable due to unforeseen circumstances beyond the control of the Company, in which case the Company will take all reasonable measures to replace the unserviceable buses.

In addition to the above, the Company agrees that it will not use Whistler Connection drivers or buses to replace PCL drivers or buses on any regularly scheduled run between YVR and Whistler. It is understood that work currently performed by Whistler Connections including, but not limited to pickups, drop-offs and ticketing shall continue within the Whistler area as per current practise, or elsewhere as a result of unforeseen circumstances beyond the control of the Company and as indicated in their Passenger Transportation Board (PTB) license.

G22.15 Annual and Long-Term Employee Passes

- (a) Annual passes for free passage on all Company routes shall be issued to all employees, their spouses, and their dependents (including those on Long-Term Disability) for transportation by Pacific Coach Lines only.
- (b) Employees who have completed at least ten (10) years of service with the Company will be provided with a life-time pass good for the employee and one (1) travelling companion for transportation by Pacific Coach Lines. Life-time passes issued to employees who have been terminated for just cause shall be revoked unless such termination has been over-turned through the grievance and arbitration provisions of the Agreement and/or by mutual agreement with the Union.
- (c) Passes are non-transferable, shall be for standby travel only, and shall be subject to reasonable conditions set by the Company from time to time.
- (d) All other costs associated with the travel such as tolls, ferry tariffs, etc. shall be the responsibility of the pass holder.
- (e) Deliberate misuse of passes may result in the pass being revoked and/or may result in discipline to current employees. Revocation of a pass under this clause shall be considered to be grievable.

G22.16 Parking

The Company agreed to maintain the current practise of providing free parking spots to

employees on duty. When it becomes available at Pacific Central Station, one (1) free parking spot will be provided to the morning ticket agent on duty.

G22.17 Cash-outs and Correctors

The Company will not ask or require employees to make up cash shortages nor will it attempt to deduct or have employees pay any funds related to errors. Perceived negligence will be dealt with through the proper training and/or disciplinary procedures set out in this Agreement.

G22.18 Cell Phone Usage

Employees will not be required to use personal cell phones for Company business. No employee will answer or use any cell phone while driving a vehicle, however Drivers must respond to or answer calls from the Company using a Company cell phone at the next safe stop. The Company will advise Dispatchers, Ticket Agents, third parties, etc. of this policy and will provide a copy of such communications to the Union.

ARTICLE G23 – MANAGEMENT RIGHTS

G23.01 Management Rights

The Union acknowledges that it is the function of the Company:

- (a) To manage the enterprise, including the scheduling of work, the setting of reasonable Company policies, the control of materials and equipment and the determination of the kind of equipment to be used.
- (b) To maintain order, discipline and efficiency.
- (c) To hire, direct, transfer, promote, layoff, suspend and discharge.
- (d) To develop and implement from time to time, reasonable policies concerning the standards of conduct and appearance, which will be noted in the policy manual and which may be amended from time to time.
- (e) To make changes in the operation of the business that are reasonably necessary for the proper conduct of the business.

In the exercise of its management rights, the Company will act reasonably and not treat any employee in an unfair and discriminatory manner and will observe all of the provisions of the collective agreement.

ARTICLE G24 – ADMINISTRATION OF DISCIPLINE

G24.01 Discipline for Just Cause

- (a) No employee shall be dismissed nor otherwise disciplined except for just and

reasonable cause. No discipline shall be administered or levied without a Shop Steward of the employee's choice present and in attendance with the employee at a meeting or any resulting discipline shall be deemed to be null and void unless arranging for the attendance of a Steward of the employee's choice will delay the discipline meeting more than seventy-two (72) hours past the time the Company wishes to hold the meeting. In such circumstances, the Chief Steward will be contacted to provide alternate representation as soon as the delay is known.

- (b) The Union shall receive a copy of all disciplinary notices. The Union shall have the right to seek clarification of such notices.

G24.02 Suspension Pending An Investigation

- (a) At the reasonable discretion of the Employer, an employee may be suspended pending an investigation for dischargeable offences. In such cases, the Union shall be advised immediately in writing of the reasons for suspending the employee and an investigative hearing will be held as set out in Article G24.03.
- (b) As is reasonable in the circumstances, such as for medical concerns as they relate to safety sensitive issues, the Employer may suspend an employee with pay pending an investigation. In such circumstances, the Employer shall facilitate an Employee Assistance Program (EAP) upon mutual agreement between the Employer and the employee.

G24.03 Suspension or Dismissal

- (a) When the Company schedules an "investigative hearing" into an incident or issue where suspension or dismissal would be reasonably contemplated, the Union shall be advised of the incident or issue involved and that a suspension or dismissal is intended. Such notice shall be given to the Union and employee(s) not less than forty-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled, and no Investigative Hearing shall be conducted without a Union Representative in attendance. The Investigative Hearing shall take place as quickly as possible, but in any case not more than seven (7) calendar days following the incident giving rise to the Investigative Hearing, or seven (7) calendar days from the time the employer became aware of the incident. The employee(s) shall have the right to produce witness(es) and evidence there at. A decision must be rendered by the Employer within seven (7) days, and the employee must be advised if discharged, suspended or deemed to be innocent.
- (b) If, after the Investigating Hearing it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay or benefits.
- (c) If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall proceed directly to Step 2 of the grievance procedure within ten (10) working days of the Company's decision.

G24.04 Pay for Attendance at Investigative or Disciplinary Meetings

Employees required to attend an investigative and/or disciplinary meeting shall be paid at the applicable rates of pay for the shift they would have worked but will receive not less than five (5) hours pay at applicable rates, providing they remain available to work in their classification when not in attendance at the hearing.

G24.05 Disciplinary Notations

An employee will be advised at the time any disciplinary notation is entered into their personal file. Employees who have been suspended without pay pending determination of discipline shall not be paid for attendance at the meeting unless the suspension is later rescinded by the Company or through the grievance and arbitration provisions of this Agreement.

G24.06 Personal Files

With forty-eight (48) hours' notice, an employee may request through their supervisor to examine their own personal file and they will be allowed to do so under supervision. Employees called to a meeting at the request of the Company will be allowed to review their file prior to the commencement of the meeting if requested.

G24.07 Removal After 2 Years

Each disciplinary letter and accompanying documentation will be removed from an employee's file after two working years (but no later than three (3) calendar years) and destroyed or returned to the employee. One (1) working year = two hundred and sixty-four (264) working days.

SECTION II – DRIVERS

- A. The terms and conditions specified in this section will pertain to drivers as specifically agreed to with the Union. The provisions of this section shall prevail in the event of a conflict with the General Section provisions of this Agreement.
- B. The term “regular driver” shall not confer any benefit upon any driver unless that benefit is specifically set out in this Agreement.

ARTICLE D1 – SENIORITY

D1.01 Establishment of Seniority

- (a) Drivers' seniority will be established at the time of employment or as of the hour and day an employee transfers to the Drivers' Section. Drivers' seniority will be established at the time of first earning wages as a driver.
- (b) When more than one driver is commencing on the same day, seniority commences on the first day of training and shall be determined by a draw for all participants in the training class, (i.e. two (2) or more persons). This relative seniority shall be fixed and not subject to appeal. The draw must take place with a Union Representative present (i.e. Chief Shop Steward, Union Representative).
- (c) If anyone hires on subsequent to the previous training class, they will be given a seniority date effective as of the day they commence training.
- (d) A Driver who has previously worked for the Company who is re-hired as a Driver within two (2) calendar years from leaving the Company as a Driver shall be exempt from the draw in his or her training class and will be granted seniority as a driver above all new hires in the training class.
- (e) The above provisions will be the only mechanism for allocating seniority for new hires.

D1.02 L.O.A. Another Classification

A driver who accepts a position in another Union classification within the Company shall forfeit all driver seniority rights after ninety (90) days from the date of transfer but will retain all driver seniority rights during such ninety (90) day period. The said ninety (90) day period may be extended by mutual agreement between the Company and the Union.

A driver granted leave of absence for any period up to ninety (90) days shall have the right to return, if his/her seniority permits, to the position held by him/her at the time the leave of absence expires or, by mutual agreement between the Company and the Union, at any time prior to the expiration of the leave of absence. If the driver's seniority does not permit the return to the previously held position, the driver will exercise seniority on

the daily work board in the depot from which the leave was granted. Prior to commencing the leave, a driver must submit a standing proxy for any future work sign-ups during the absence.

A driver on leave of absence for any reason, for a period of ninety-one (91) days to one (1) year would return to the depot he/she left, however, if the leave of absence is for a period of more than one (1) year, he/she may exercise his/her seniority into any depot, in either case he/she may not bump on to a duty.

D1.03 L.O.A. Management Position

Any driver who accepts a management position within the Company shall not lose, for a period of ninety (90) days, from the date of the promotion any seniority that has been accumulated nor the right to return to the position previously held immediately prior to the promotion. Should any such driver be retained in any management position beyond ninety (90) days from the date of the promotion then the driver will relinquish all rights to the position held immediately prior to the promotion. In the event such driver applies to return to their former Union position after the ninety (90) day period and such application has the mutual consent of the Company and the Union, the driver shall be credited with the seniority accumulated up to the date of the promotion. The driver will return to his/her former depot or to another depot mutually agreed to between the Company and the Union.

ARTICLE D2 – GENERAL CONDITIONS

D2.01 Categories of Work

- (a) Unless otherwise mutually agreed to between the Company and the Union there shall be the following designated categories of work:
 - (i) Scheduled Service including half-trips, Duties and Sightseeing Tours
 - (ii) Standby Work and On Call
 - (iii) Charter Work
- (b) These categories of work must be clearly designated on a daily work board which must also be posted on a daily basis for all drivers to see.
- (c) The posting must indicate all work available in each category for the following day (or days) on which drivers may sign according to seniority for the following day's work only.
- (d) Where possible and operationally viable, the daily work board will also be sent to e-mail addresses for those drivers who request such a posting.
- (e) Half-trips are defined as a one-way trip on a scheduled service that does not have a designated return time. All half-trips are considered scheduled work

and shall be governed by the overtime rules under D7.01 of this Collective Agreement.

D2.02 Time Disallowed

If for any reason time claimed by a driver is not allowed, the driver will be informed and given the reasons for disallowance.

In such instances, dispatchers shall return a driver's time sheet to the driver for his/her correction or dispute. A driver shall be entitled to dispute a disallowance.

D2.03 Sleeper

A driver who sleeps in or does not report for work at his/her signed time without just cause, shall either work at the bottom of the seniority list for that day or be sent home without pay, at the Company's discretion. When assigned to work at the bottom of the seniority list for the day, he/she shall only receive pay for the actual time worked with no minimum. No work will be assigned that would prevent any driver including duty drivers from performing his/her chosen shift on the following day.

D2.04 Driver's Licence

All Company drivers must maintain a valid Class 2 driver's licence with a No. 15 air endorsement, subject to the provisions of Section I, Article G13.4.

D2.05 Medical Certification

All drivers, as a condition of employment and continued employment as a driver, must pass a medical examination as specified by ICBC. The cost of these medical examinations will be paid for by the Company.

D2.06 Reporting When Sick

Any driver off sick must notify the Dispatcher by one-half (0.5) hour before the close of the daily work sheet of his/her intention to return to work the next day.

D2.07 Assignment of Coaches

Once the allocation of equipment for a trip has been made no driver may change the coach assigned to him/her without the authorization of the Dispatcher.

D2.08 Meal Period

Drivers who do not have a free period at a suitable time to eat a meal part way through their days work may on request, be granted twenty (20) minutes time off to eat. Such time shall not be deducted.

D2.09 Special Assignments

Drivers may be selected by the Company for special assignments which are outside the

normal categories of work, subject to the acceptance by the drivers concerned and by the Union.

ARTICLE D3 – ANNUAL VACATIONS AND STATUTORY HOLIDAYS

D3.01 Annual Vacations and Statutory Sign-Ups

Unless otherwise specified under this Article, rules governing annual vacations and statutory holidays will be set out in the General Section of the Agreement.

D3.02 Vacation Credits for Duties of Ten Hours or More

The Company agrees to the following formula for drivers working duties of ten (10) or more hours in order to calculate vacation credits:

Each ten (10) hours duty	- 1.25 days' credit
Each twelve (12) hour duty	- 1.50 days' credit
Each thirteen and one half (13 ½) hour duty	- 1.67 days' credit

D3.03 Drivers Vacation Scheduling: Rotational Grid System

Drivers shall sign for vacation on a rotating grid system.

- (a) In Vancouver, the existing 4x10 rotational grid shall complete its present rotation until the end of 2014 with additional drivers being granted the opportunity to sign for vacations and statutory holidays as per their entitlements in Article G10.02 and G11 by a straight seniority system through positions attached onto the last column of the grid. Upon completion of the rotation of the 4x10 grid, a new 4x4 rotational grid shall be established for 2015 for the next four (4) years on which all Drivers holding positions under D11.18 shall sign by choosing a position on the new grid. A new grid will also be developed following ratification for implementation in 2015 for those drivers who do not hold a position under Article D11.18 and who have elected to accrue their vacation pay.
- (b) In Victoria, the existing 3x6 rotational grid shall complete its present rotation until the end of 2014 with additional Drivers being granted the opportunity to sign for vacations and statutory holidays as per their entitlements by a straight seniority system through positions attached onto the last column of the grid. Upon completion of the rotation of the 3x6 grid, a new 3x3 rotational grid shall be established for 2015 on which all Drivers holding positions under D11.18 shall sign by choosing a position on the new grid.
- (c) In Whistler, the existing 3x2 rotational grid shall complete its present rotation until the end of 2014 with additional Drivers being granted the opportunity to sign for vacations and statutory holidays as per their entitlements by a straight seniority system through positions attached onto the last column of

the grid. Upon completion of the rotation of the 3x2 grid, a new 3x3 rotational grid shall be established for 2015 on which all Drivers holding positions under D11.18 shall sign by choosing a position on the new grid.

- (d) At the beginning of each new rotation, Drivers shall, in order of Company seniority, choose a position on the grid. Each year as outlined in G10.04 above, Drivers shall choose vacation slots for the following year according to their order on the grid beginning at the top of the left most column and moving down. For the following year and subsequent years, each grid shall rotate from right to left and the left most column of the first year shall move to the far right side of the grid.
- (e) Drivers who choose to participate in the annual vacation sign up after the rotation has begun, shall be granted a position at the bottom of the right hand column and subsequently move in rotation with that column in following years until the beginning of a new rotation. Once on the grid, the driver must stay on the grid and sign for vacation each year until such time as a new grid is to be signed unless they cease accruing vacation pay.
- (f) After the completion of each grid rotation, a new grid shall be posted to sufficiently accommodate all Drivers wishing to sign into the new rotation.
- (g) In the event an employee leaves the section or the Company, their spot on the grid will remain vacant until the next rotational grid sign-up.

ARTICLE D4 – HOLIDAY BLOCKS

D4.01 Blocks to be Signed Weekly

Drivers will sign holiday blocks at a minimum of one (1) week duration.

D4.02 Holiday Block – Day Off Assignments

A driver who has signed for days off according to a holiday block will take the days off of the first driver indicated in the holiday block. When that driver on holiday returns to work, then the driver who has signed for days off according to the holiday block will take the days off of the second driver indicated in the holiday block. Once scheduled, the person signing the holiday block shall be entitled to keep those days off.

D4.03 Covering Scheduled Vacations

Regularly scheduled work normally available to full-time drivers shall not be cut from the Daily Work Board when one of those drivers takes vacation. Each vacancy created when a driver holding a full-time posted position with signed days off takes vacation shall be filled either as a block from the recall list in Vancouver and Victoria or placed on the Daily Work Board and offered out in seniority order provided that such vacation coverage shall not result in any driver working greater than ten (10) days within a fourteen (14) day pay period.

ARTICLE D5 – BLANKET POSTINGS**D5.01 Purpose**

- (a) When a full-time position in a depot as set out in Article D11.18 becomes available, the most senior Driver without a full-time position in that depot must take the position.
- (b) However, prior to that Driver taking the position, the Company will issue a blanket posting to all Drivers in the Company. This posting will remain up for seven (7) calendar days and the Chief Shop Steward will be given a copy of the posting when it is posted.
- (c) If a Driver from another depot with more seniority than the most senior Driver referenced above applies in writing for the posting, or, if an early retired Driver with more seniority applies in writing in accordance with Article D22.04, they will be granted the position and will be permitted to transfer or return to the new depot with their full seniority.

D5.02 Notice

The blanket posting notice must indicate the depot locations of the applicable vacancy.

D5.03 Time Limits

Any driver wishing to protest any blanket posting or the confirmation of any blanket posting must do so in writing and such protest must be in the hands of the Union within seven (7) days of the date of the selection notice being posted.

D5.04 Seniority and Days Off

A driver obtaining a position through a blanket posting which is at a location other than his/her present location will be assigned the position in accordance with his/her seniority entitlement. Days off for the posted position will be indicated on the posting and shall remain in effect until a new depot day off assignment occurs.

D5.05 Home Depot

Home depot shall be defined as that depot where the driver holds a signed position.

D5.06 Depots

At the signing of this Agreement depots will be Victoria, Vancouver and Whistler. In the event the Company opens any new depots, the Company will give the Union ninety (90) days written notice of the plan to open a new depot and will meet with the Union as soon as possible to discuss a smooth transition to the new depot under the terms of the collective agreement.

ARTICLE D6 – HIRING**D6.01 Seasonal or Temporary Increases**

Increases in workload caused by seasonal or temporary circumstances will be handled in the following order:

- (a) Drivers from the Company recall list in accordance with the recall provisions;
- (b) Early retirees from the Company in accordance with the "Early Retirees" provisions;
- (c) Request from other sections;
- (d) Any remaining demand will be filled by hiring new employees

Drivers hired under the above will be subject to all terms and conditions of this Agreement. The Company will notify the driver(s) and the Union at the time of hire of the approximate date of lay-off.

ARTICLE D7 – OVERTIME**D7.01 Scheduled Day – Standby**

Overtime rates for standby drivers are payable for all work performed after the completion of a regular day's work. The rate of one and one-half (1.5) times the base rate will be paid after the driver has worked eight (8) hours and up to ten (10) hours, and two (2) times the base rate after ten (10) hours. There shall be no compounding of premium or overtime rates.

D7.02 Scheduled Day – Duty

Overtime for duty drivers working eight (8) hour duties will be one and one-half (1.5) times the base rate for the first two (2) hours of overtime worked and two (2) times the base rate for all overtime worked thereafter. In the case of ten (10) hour duties, overtime shall be paid at two times (2x) the base rate for hours worked beyond ten (10) hours.

D7.03 Non-scheduled Day

When a driver is called to work on his/her days off, he/she shall be paid at the rate of one and one-half (1.5) times the base rate for the first eight (8) hours worked with a minimum of six (6) hours' pay and two (2) times the base rate will apply for all work performed after eight (8) hours. There shall be no compounding of premium or overtime rates. Drivers will be called in on their days off by seniority.

D7.04 Layover Time

Layover time is non-driving time in and away from home terminal, when a driver does not return on the next scheduled departure. Layover time of up to four (4) hours does not

accrue for overtime, however, after four (4) hours, overtime will immediately be payable at double-time (2x) for the rest of the shift. It is agreed that shuttling of coaches during layovers is non-driving time providing the Employer does not require a driver to shuttle a coach to the extent of such driver missing their departure time. If the Employer schedules a driver to shuttle a coach so that the driver misses their departure time, such time will accrue to overtime rates.

ARTICLE D8 – MEAL EXPENSES

D8.01 Meal Allowance

Any drivers spending a night away from his/her home depot on Company business will have a meal allowance paid for each meal required – one (1) meal to be provided for the driver after arrival at the destination, one (1) meal to be provided prior to his/her departure, a lunch and in addition one (1) meal in the event that the finishing time on the second day of work is later than 18:00 hours.

D8.02 Working a Full Day

Three (3) meals a day will be allowed for each full working day for all drivers working at locations away from their home depot and who stay at Company and Union approved places.

D8.03 Meals Not Provided

Where the cost of meals are not provided to the driver by the chartering party, then three (3) meals a day will be allowed for the driver for each full day on multi-day charters.

D8.04 Meal Expenses Paid

Meal allowances shall be paid on the following basis for all overnight work performed:

<i>First Day</i>	Dinner	-	\$17.00
<i>Second Day</i>	Breakfast	-	\$10.00
	Lunch	-	\$10.00

When the finish time on the last day is after 18:00 the employee shall be entitled to claim an additional dinner at seventeen dollars (\$17.00).

Daily meal allowance for each full day away on Company business shall be thirty-seven dollars (\$37.00). Funds will be provided in U.S. dollars for trips into the United States.

D8.05 Unusual Circumstances

When through circumstances beyond the control of a driver he/she is required to pay more than any of the established meal allowances, then the Company agrees to reimburse the driver such additional amount incurred upon production of receipts covering such meals.

ARTICLE D9 – TICKET TIME AND SHUTTLE TIME**D9.01 Records and Trip Work**

All drivers shall prepare all trip and work records required by the Company in connection with their work for that day. Whenever possible, during the hours that the terminal is open drivers shall turn in their trip and work records on the day the work is performed. Where this is not possible, reports shall be turned in the following working day. When ticket envelopes are not received for a particular day, the Company, at its discretion, may not approve the driver's time summary for that day.

D9.02 Ticket Time

Drivers may be entitled to a maximum of twenty (20) minutes paid ticket time, subject to:

- (a) Once a driver has reached his/her finish time he/she will be entitled to twenty (20) minutes ticket time.
- (b) In the event that a driver has been allowed to book off at least twenty (20) minutes prior to his/her eight (8) hours, he/she will receive only eight (8) hours pay, which includes the ticket time.
- (c) When a driver books off between seven (7) hours and forty (40) minutes and eight (8) hours, he/she shall receive twenty (20) minutes' ticket time in addition to his/her actual time worked.
- (d) Drivers who have worked eight (8) hours or more will receive twenty (20) minutes ticket time at the end of their shift.

D9.03 Not to Attract Overtime

The ticket time of twenty (20) minutes for drivers will be paid at the applicable rate of pay for the day worked and will not be at or used to accrue overtime.

D9.04 Shuttle Time Between Depot and the Coach Lot

The Company will pay the employee's applicable overtime rates for work performed the same day for:

- (a) a period of fifteen (15) minutes at the end of the driver's shift for the day to transfer a coach between the Victoria Terminal and the present Ogden Point overnight parking facility.
- (b) a period of ten (10) minutes at the end of the driver's shift for that day to transfer a coach between the Vancouver Pacific Central Station and the Industrial Avenue Lot.

This overtime shall only be claimed when the employee is actually required to report to the Victoria or Vancouver coach terminals and shall not be claimed more than twice in any twenty-four (24) hour period.

In the event the Coach Lot locations change during the term of the Agreement, the parties will meet to discuss shuttle time and will agree on an amount equal to the average amount of time required to shuttle the coach at applicable rates.

ARTICLE D10 – OVERNIGHTS

D10.01 Unable to Return Home

A driver who is unable to return to his/her home location due to circumstances beyond the Company's control shall receive his/her normal earnings with a minimum of eight (8) hours pay for each day he/she is unable to return to his/her home location.

D10.02 Ability to Refuse

Drivers who have the next day off cannot be forced, or cannot elect, to work an overnight assignment if another driver is available. If all drivers available have the next day off, driver seniority will prevail.

D10.03 Standby Drivers Forced Overnight

Standby drivers will be forced on overnight assignments ahead of duty driver working overtime, with one exception, if the standby driver has the next day off the duty driver working overtime will be forced overnight and his/her duty will be covered by the daily work board in the usual manner.

D10.04 Allowance

All drivers who are required to spend the night away from their home depot shall have their actual room rent expenses, at Company and Union approved places, paid for by the Company. An allowance of twenty (20) dollars will be paid in lieu of overnight room rent expenses with prior approval of the Company.

ARTICLE D11 – LAY OFF AND RECALL

D11.01 Reduction in the Work Force

When a reduction in the number of drivers employed in a full-time, year-round position in any depot becomes necessary, the rule of seniority shall apply. The junior driver or drivers will be the first laid off, subject to the following:

- (a) A driver laid off may elect to exercise his/her seniority to be placed on the recall list in his/her seniority or may elect to exercise his/her seniority in another depot providing the following conditions are satisfied:
 - (i) the driver has been actually working at the depot from which he/she is laid off for four (4) consecutive months;

- (ii) the work which is available at the other depot is work for which the driver is presently qualified or can become qualified, to the Company's satisfaction, within three (3) working days.

D11.02 Recall

- (a) When drivers who were employed in a full-time, year round position in any depot, are being recalled to a full-time position, they shall be recalled in order to seniority in their home depot.
- (b) The Company shall send to their last known address a registered letter allowing seven (7) days from the date the letter is received to reply. Drivers not reporting within this period shall be struck from the drivers' seniority list. A copy of this letter shall be mailed to the Union.
- (c) The Union shall be notified of the driver's status in writing within seven (7) days of the determination of the status.

D11.03 Work Being Filled

Drivers who have yet to hold a full time, year round position shall hold a position on the recall list and fill work according to their seniority. These recall drivers will not be subject to the specific rules of reply as laid out in D11.02.

D11.04 Temporary Assignments

Drivers working in another depot on a temporary basis as per D11.01 (a) will not be eligible for recall to fill temporary assignments of less than twenty-two (22) working days in their home depot unless mutually agreed between the Company and the Union.

D11.05 Positions Not Filled

When a permanent position is not filled after the position has been posted, the most senior driver on the recall list within that depot must fill the vacancy or move to the bottom of the seniority list.

D11.06 Deferment

Drivers may remove themselves from the recall provisions of this agreement for periods of thirty (30) day deferments. Deferments shall be granted upon application subject to operational requirements and mutual agreement between the Company and the Union. Periods of deferment may be granted for periods longer than thirty (30) days providing they are in blocks of thirty (30) days.

D11.07 Upon Return

Drivers who are laid off who desire to return to the service of the Company when work is available shall keep the Company advised of their current address and telephone number or their whereabouts, in order that they may be readily located. Failure on the

part of the driver to provide this information may result in the driver forfeiting their recall rights.

D11.08 Increases of Two (2) Weeks or More

Positions for seasonal or temporary increases of two weeks duration or more of work shall be offered with assigned days off in order of seniority to drivers on the recall list. Drivers shall be notified of new sign-ups in person or by telephone if possible, by registered mail if necessary, allowing, in any case, seven (7) days to reply. Any driver on the recall list may pass on this offer and remain on recall unless all drivers pass, in which case the senior driver on the recall list at that depot must fill the position.

D11.09 Three (3) Day Recall

- (a) Work of three (3) consecutive days or more but less than two (2) weeks may be accepted or passed in seniority order by Drivers on the recall list.
- (b) Drivers shall be contacted by telephone before 4:00 p.m. the day prior with the offer of work.
- (c) The Dispatcher will state to each Driver contacted the duration of the work being offered and will create a list showing which Drivers have been contacted.
- (d) If all Drivers pass, then the junior recall driver contacted will then report and be guaranteed the work initially offered. In such a case, this Driver shall be recognized as a "three day recall driver".

D11.10 Work of Less than Three (3) Days

- (a) Work of up to two (2) consecutive days may be accepted or passed in seniority order to Drivers on the recall list.
- (b) Drivers shall be contacted by telephone before 4:00 p.m. the day prior with the offer of work.
- (c) The Dispatcher will state to each Driver contacted the duration of the work being offered and will create a list showing which Drivers have been contacted.
- (d) If all Drivers pass, then the junior recall driver contacted will then report and be guaranteed the work initially offered.

D11.11 Day Off Sign Ups

In the event of positions being made available to recall drivers for seasonal or temporary increases of two weeks duration or more of work, then a new day off sign up will be posted for all full time drivers. The days off will be guaranteed for a minimum duration of two weeks.

D11.12 Additions to the Daily Work Board

The Company shall create extra pieces of work on the daily work board when it is known in advance that additional work of ten (10) days' duration is available. These positions shall have assigned days off.

D11.13 Inability to Report

Any driver who cannot report to work due to ill health, injury, or other reasons must notify the Company and the Union and that driver shall not, upon production of satisfactory proof, lose his/her position on the recall list.

D11.14 Term of Recall

A driver will remain on the recall list for one (1) year from the last day worked except by mutual agreement between the Company and the Union.

D11.15 Transfers

Drivers on the recall list may elect to permanently change the depot in which they are posted in the following manner:

- (a) Drivers who wish to change depots shall notify the Company and the Union of their wishes, in writing, by April 1st or November 1st.
- (b) A driver on the recall list, who has applied prior to April 1st or November 1st to transfer, may fill a position in another depot and work with his/her seniority provided more positions are available at that depot than recall drivers to fill them.
- (c) A driver on the recall list who has been laid off and who has applied prior to April 1st or November 1st to permanently transfer to another depot and whose application has been approved by the Company may make him or herself available for work without seniority in the other depot. The driver must remain at the bottom of the recall list of the other depot until a position is available (as per D11.15 (b)) at which time he/she may exercise his/her seniority.
- (d) A request to transfer, although not necessarily able to be granted if no positions are available, shall be irrevocable if a position does appear, unless mutually agreed between the Company and the Union.
- (e) A Recall Driver who has notified the Company and the Union in writing of an application to permanently transfer to another depot may do so with his/her seniority in accordance with Article G6.01 Job Postings at the closing of an internal job posting for new recall Drivers.

D11.16 Relocations

Subject to the provisions of the Lay-off and Recall rules, a driver signing a position at

another depot will relocate at his/her own expense. There shall be no transfers unless by mutual agreement between the Company and the Union.

D11.17 Employer to Fill vacancy from Recall List

- (a) The Company shall fill from the recall list any known vacancy created by a leave of absence, Workers Compensation injury, banked time leave or other known absence of two (2) weeks or more. The recall driver will assume that position's assigned days off.
- (b) On the immediate day of return to work, the full time driver, who created the vacancy, will immediately regain the position and its assigned days off. The recall driver who filled the vacancy will then revert back to the recall list unless a junior driver from the recall list is filling another vacancy. In this event, the more senior recall driver will immediately fill that vacancy and assume those days off.
- (c) Employees who are absent longer than thirty (30) days will not sign for days off until they return to work. A sign up of all employees will commence to distribute days off. Employees returning to work from an absence will be permitted to sign for days off in seniority upon their return to work.
- (d) In the event that a full time driver becomes absent from the position for more than one year or is unable to return to the position as a result of taking WCB or other medical leave, whichever comes first, then a full time position with benefits shall be offered to the most senior driver on the recall list subject to D5.01.
- (e) The full time status of a Driver who creates a vacancy for reasons indicated in D11.17 (a) and who forfeits the position and its assigned days off for the time period indicated shall be maintained without loss of seniority and status.

D11.18 Minimum Number of Full-Time Positions

The Company agrees that during the term of this Agreement, the minimum number of full-time positions available for signing in Vancouver Victoria, and Whistler, including holidays blocks shall be:

Vancouver 14 positions

Victoria 7 positions from May 1 to and including September 30
6 positions from October 1 to and including April 30 *

* The six (6) positions from October 1 to April 30 may be reduced to five (5) guaranteed full-time positions from October 1 to April 30 if the Company is successful with a PTB application to reduce service further.

Whistler 6 positions

These positions in Vancouver, Victoria and Whistler shall be maintained as full-time positions for the life of the collective agreement unless the Vancouver Airport Authority (YVR), and/or BC Ferries, and/or the Passenger Transportation Board (PTB), on their own volition, cancels or modifies the license in a manner that will, as a result of that decision, affect the scheduled levels of service. The Company will provide full disclosure to deal with any disputed claims under this Article.

The Company agrees to meet with the Union in advance of any applications to the Passenger Transportation Board (PTB) for a full discussion on any proposed changes and will provide supporting information and documentation. The President and CEO shall be present for these meetings.

ARTICLE D12 – DRIVER TRAINING & INSTRUCTION

D12.01 Driver Instructor

- (a) An employee appointed by the Company to act as a qualified driving instructor shall receive ten (10) percent above his/her regular base rate for the first year with the percentage rate being increased to fifteen (15) percent thereafter. The percentage increase will only apply to the actual time the employee is specifically assigned to work as a driving instructor. An employee may receive the fifteen (15) percent prior to the start of the second year when he/she has demonstrated a high level of experience and proven ability in driving instruction.
- (b) A driver, while acting as an instructor, will not be required to perform a driver's normal work assignments and will be assigned to any necessary trip in addition to the regular driver if required. However, hours of work and days off may be altered to meet the training requirement needs.
- (c) Drivers, acting as driving instructors, will not lose any driver seniority rights and the incumbent's signed position will be filled either on a temporary basis or on a job posting on a permanent basis, however, in either case only for the duration of each driving instructor assignment.

D12.02 Refresher Training

- (a) Upon mutual agreement between the Company and the Union, drivers may be assigned refresher training. He/She shall be paid his/her current hourly straight time rate of pay. Overtime or premiums shall not be applicable during any training.

A driver who volunteers to be retrained will also be paid on the above basis.

- (b) **Definition**

Refresher training shall be understood to mean training that is provided by the Company to the driver as an opportunity to renew and upgrade knowledge and skill in the driving profession and its relevant tasks of working

for the Company. It may also be understood as a form of non-disciplinary correction that may be assigned to particular drivers upon mutual agreement between the Company and the Union.

(c) **Wages**

During the period of any refresher training, the driver shall be paid at the current hourly straight time rate of pay. Overtime or premiums shall not be applicable during any training. All terms of the Collective Agreement shall be maintained and the minimum call out for a training shift shall be eight (8) hours provided the training period prevents the driver from bidding for regular work on the same day. If the training ends in less than eight (8) hours, the Driver will be expected to remain as a standby driver for the duration of the shift in order of his or her seniority.

(d) **Opportunity**

Where the Company introduces new equipment, new technologies, new processes, new procedures, the Company shall provide all drivers with the opportunity to refresh and upgrade their skills where it is deemed by the Company as necessary to do so.

(e) **Training Locations**

As much as possible, all refresher training shall occur at the drivers' respective depots and service yards. When this is not possible, the starting location for the driver(s) in training shall remain the depot or service yard. The Company shall provide transportation for training away from depots and service yards.

D12.03 Retraining

(a) **Definition**

Retraining shall be understood to mean a return to formal instruction in order to become, once again, fully prepared to meet the demands of a professional driver.

(b) **Cause**

The requirement for retraining shall be determined by the Company based on the outcome of investigative hearings regarding driver accidents.

(c) **Wages**

Drivers required to attend retraining shall receive a minimum of five (5) hours pay provided they remain available to work in their classification when not in attendance at the training. As such, drivers will be paid the applicable wage for all work performed.

Wages for retraining that require the driver to be absent from work for more than one day, shall be determined by mutual agreement between the Company and the Union on a case-by-case basis. As such, retraining shall be subject to Article G18 Training.

D12.04 Training Premium

The Employer shall pay employees other than a driving instructor a premium of one dollar (\$1.00) per hour when assigned to train new employees.

D12.05 Training Rate

A new driver will be paid the applicable training rate while in training learning the categories of work.

D12.06 Mandatory or Voluntary Training

(a) **Mandatory Training**

The Company shall provide appropriate training at appropriate training rates to every new driver for all categories of work as outlined in Article D2.01 including all separate scheduled routes both existing and new. At the time of the signing of this agreement, these routes shall include, but not be limited to, all cross water services between the Mainland and Vancouver Island, on Vancouver Island, and between the Vancouver Airport and Whistler.

From time to time, the Company may require drivers to attend special training for the purposes of new business development. In such cases, this mandatory training shall be considered Refresher Training in which drivers shall have the opportunity to participate in seniority order. Drivers shall be permitted to continue to work a regular workweek provided the driving hours do not exceed Driver Hours of Service Regulations.

(b) **Voluntary Training**

Any driver may volunteer to participate in a Company sponsored refresher or retraining program. These programs shall be made available to drivers in seniority order. Upon mutual agreement between the Company and the Union, a driver who participates shall be paid his/her current hourly straight time rate of pay. Overtime or premiums shall not be applicable during any training.

D12.07 Joint Union Management Accident Adjudication Committee

A joint Union-Management Accident Adjudication Committee shall be created which shall consist of two (2) drivers elected by the Union members plus two (2) Management representatives and the Chief Shop Steward.

This Committee shall meet as required and in person no less than twice per year on paid time at applicable rates and shall keep minutes of its meetings for review by the

Company, the Union, and the Joint Occupational Health and Safety Committee. All accidents involving motor vehicles will be investigated through this Committee and its reports shall be read into the minutes of the OH&S Committee meetings.

ARTICLE D13 – LEGAL COSTS

D13.01 Legal Costs

When a driver carries out operating procedures required by the Company, and as a result is charged with a traffic violation, the Company will pay the costs involved: i.e. legal costs, loss of pay, and fines. This shall in no way remove the obligation of a driver to make every effort to operate in a safe and legal manner.

D13.02 Port Passes

The Company shall pay for all costs involved to procure port passes and any other entry passes the Company is required to have for its Drivers to conduct Company business. No Driver shall be required to procure these passes on his/her own time.

A Driver who is not already working shall be paid a minimum of five (5) hours at applicable rates to procure port passes plus any hours worked after that at applicable rates; drivers asked to secure port passes during a shift shall continue to be paid the shift that they have signed for.

ARTICLE D14 – UNIFORMS

D14.01 Uniforms Provided

- (a) The Company shall pay the cost of uniforms. Each driver shall be provided with three (3) pairs of trousers, one (1) weatherproof winter jacket, one (1) lightweight summer jacket, five (5) shirts and three (3) neckties.
- (b) The Company will also pay the cost of safety shoes or boots as set out in the General Section of this Agreement and will provide or reimburse each driver for the cost of suitable work gloves and other equipment as required.
- (c) Replacement of uniform items shall be on the basis of proof of necessity or when the Company introduces new uniform styles or articles. The Company will pay for the costs of any necessary alterations.

D14.02 Maintenance of Quality

The Company shall maintain a high level of quality in uniforms and shall discuss any change in uniform cut, quality, workmanship and colour.

D14.03 Costs

The Company will pay any legitimate costs with regard to damage to uniforms through fair wear and tear in the course of duty.

D14.04 Cleaning Allowance

Drivers shall be entitled to claim a cleaning allowance of a maximum of ten dollars (\$10.00) per pay period calculated as follows:

- (a) Drivers after working five (5) days may claim a cleaning allowance of one dollar (\$1.00) per day per pay period to a maximum of ten dollars (\$10.00) without receipts.
- (b) The cleaning allowance shall be increased to a maximum of twelve dollars and fifty cents (\$12.50) where a driver presents receipts.

D14.05 Appearance

Since drivers are authorized to conduct Company business directly with the public, the Company and the Union agree on the intent that drivers shall at all times preserve a high level of appearance and deportment during working hours. The parties agree to abide by the regulations governing the wearing of uniforms.

D14.06 Regulations to be Agreed

Any further regulations regarding the wearing of uniforms which vary from established practice shall be mutually agreed to between the Company and the Union and resolved in terms of the intent which is expressed in this section of this Agreement.

D14.07 Union Insignia

Subject to prior approval from the Company, approved Union decals may be displayed on the Company coaches and approved Union insignia may be worn on uniforms.

ARTICLE D15 – DUTIES

D15.01 Definition

A duty shall be defined as any piece of work that serves a regularly scheduled run with a defined return time, be it between Vancouver and Victoria, or between any other destinations.

Duty drivers will be those who have signed a duty. Drivers who have signed to relieve duty drivers on their days off will also be classified as duty drivers.

D15.02 Standby Driver Covering

When a standby driver is covering a duty he/she assumes the status of a duty driver for the day(s) worked.

D15.03 Regular Hours of Work for a Duty

The shift hours of work for a duty will be as follows;

- (a) A duty will consist of eight (8) hours plus ticket time. However, when mutually agreed, a duty may be reduced to seven (7) hours and forty (40) minutes plus ticket time.
- (b) A duty will also consist of ten (10) hours plus ticket time. However, when agreed, a duty may be reduced to nine (9) hours and forty (40) minutes plus ticket time.
- (c) Duration duties other than those listed in article D20.02 may be instituted if the Company and the Union mutually agree.

D15.04 Two Consecutive Days Off

All duty drivers shall have at least two (2) consecutive days off in seven (7).

D15.05 Different Days Off

By mutual agreement between the Company and the Union, duty drivers' duties may be arranged to provide for different days off each week, but shall not be less than two (2) consecutive days off.

D15.06 Duty Sheets

Duty Sheets that describe the detailed content of each eight (8) and ten (10) hour duty and the time required to complete the duty will be submitted to the Union representatives in sufficient time before posting so that they may have input into the make-up of the duties and assure themselves that this Agreement is being adhered to.

Each Driver performing a duty shall be paid for the minimum time listed on the duty sheet at applicable rates.

All Duty Sheets that are implemented shall be displayed in a binder that is placed in the driver's room(s) and directly accessible to all drivers.

Duty Sheets may contain a "Ride or Drive" aspect provided that the Driver returns as per the Duty and is not held as a Stand-By Driver.

D15.07 Work Added

Duties may be created and/or added to the daily work board as is necessary.

D15.08 Depot Sign Ups

The Company shall have depot sign-ups which permit change of days off or duties a minimum of four (4) times in a calendar year or any time work or daily work board day off change warrants such sign-ups.

D15.09 Duties After Sign Up

Any pieces of work on the daily work board that occur after a sign-up and make it possible to form a recognized duty may be by mutual agreement formed into a duty and posted in that depot only for sign-up amongst the standby drivers. Such duties will be subject to cancellation at any time if any part of the duty disappears. Such additional duty or duties so formed will not require the re-posting of the sign-up.

D15.10 Work Included

Duties may include moving of coaches at depots, garages, and freight offices. Every driver who is in the depot and on payroll will be responsible for loading and unloading baggage, passengers, and freight. All work to be done in a duty will be shown on the duty sheets.

D15.11 Loading Time

Duties will be allowed fifteen (15) minutes loading time. Five (5) minutes will be allowed for duties that have no loading requirements. Ten (10) minutes unloading time will be allowed at the termination of each day.

D15.12 Changes

In establishing duty sheets the Company after discussion with the Union may make up duties that provide for the changing of drivers or coaches at any depot, agency or ferry terminal. Changes at other locations must be by mutual agreement between the Company and the Union.

D15.13 Extension

Duties may by mutual agreement be extended beyond the normal hours of work when service requirements do not permit completion within those hours. Mutual agreement in this clause may not be unreasonably withheld.

D15.14 Suspension of a Duty

Where a regular full time duty is suspended due to matters beyond the Company's control and the drivers concerned report for duty prior to being otherwise instructed they shall receive pay up to the time they are dismissed with a minimum of four (4) hours. A driver so affected may elect to work on the daily work board or duty time on the platform.

D15.15 Signing for a Duty

Duties shall be signed on a daily basis by seniority.

D15.16 Overtime Assignment

A duty driver who chooses to work overtime as a standby driver must accept an assignment before a duty driver who is working standby within the regular hours of his/her duty.

ARTICLE D16 – DRIVERS ON STANDBY**D16.01 Definition**

A standby driver is a driver without a specific assignment of work but is ready and accessible to be assigned work by the company when having showed up for work at a designated time or while being on call.

D16.02 Types of Work for Standby Drivers

A standby driver will do the following types of work when assigned by the dispatcher according to seniority. These include, but are not limited to;

- (a) Overloading a scheduled run
- (b) Standing in for the driver on a duty
- (c) Doing pick-ups and drop offs at cruise ship, airport, or ferry terminals
- (d) Driving an assigned charter or tour
- (e) Doing hotel pick-ups and drop offs
- (f) Doing overloads for other bus companies
- (g) Loading freight and luggage
- (h) Pre-tripping and preparing coaches for regularly scheduled service
- (i) Any other driving work as assigned by the Dispatcher.

D16.03 Hours of Work

Hours of work for a standby driver will be seven (7) hours and forty (40) minutes from his/her start time. However, if required, may at the time of the daily sign up, be assigned a finish time of eight (8) hours from his/her start time.

D16.04 Start Time

An assigned starting time up to and including 12:00 hours when no assigned piece of work is specified will be called a “show”. An assigned starting time after 12:00 hours will be known as “on call” as per the following:

(a) Show

A standby driver who is assigned a starting time prior to 12:00 hours will show up for work at that assigned starting time.

(b) On Call

A standby driver who is assigned a starting time after 12:00 hours will show up for work at that starting time unless he/she is called by the dispatcher to start work earlier as per operational needs. In that case, the standby driver on call will inform the dispatcher as to the earliest possible time of arrival to work, upon which the dispatcher will decide whether or not to call the driver in to work as needed or to show up as per the original start time.

ARTICLE D17 – GENERAL WORK RULES

D17.01 Renaming the Spareboard

- (a) What used to be called the Spareboard will now be called the Daily Work Board.
- (b) The Daily Work Board will display all work available for the following day(s) for which all drivers may choose by seniority. This will include, but not be limited to duties for scheduled service, standby work, charters and tours.
- (c) All drivers must be qualified to do all work listed on the Daily Work Board.

D17.02 Daily Work Board

- (a) A Daily Work Board will be posted by 14:00 hours each day at all the depots which will show all the work to be done on the following day. Additional work will be listed as it becomes known.
- (b) When possible and operationally viable, the daily work board will also be sent to email addresses for those drivers who request such a posting.
- (c) The posting must indicate all work available in each category of work for the following day (or days) on which drivers may sign according to seniority for the following day's work only.

D17.03 Start Time by Seniority

Work will be assigned by driver seniority. Drivers will state their starting preference with alternatives by written or telephoned proxy to the Dispatcher by a time mutually agreed to for each depot (not later than 16:00 hours) on the preceding day.

D17.04 Work By Seniority

All drivers will select their work according to seniority and will exercise such seniority according to this section.

D17.05 Duties

Duties that are vacated by drivers assigned the duty after the Daily Work Board is completed may be split up and covered by a standby driver or they will be offered to the on call drivers in order of seniority.

D17.06 Proxies

Proxies will be specific. The words "earliest" or "latest" will be understood to include all work except duties or overnight charters. Drivers wanting to be assigned to duties or overnight charters will state so on the proxy.

D17.07 Standing Proxy

Drivers will be permitted one standing proxy which will be kept on file in the dispatch office. In the event a driver fails to proxy, the drivers standing proxy will be pulled from the file and used for that day's proxy.

D17.08 No Proxy

Drivers who do not have a standing proxy on file and who fail to proxy will be assigned by the Dispatcher to work remaining after all other proxies are assigned. Work remaining to include all work including duties but not overnight assignments.

During the first six (6) calendar months of work, new drivers shall not proxy for work. Work shall be assigned by the Dispatchers.

D17.09 Start and Finish Time

When assigning a driver his/her day's work, the Dispatcher shall enter on the sign-up sheet the start and finish time of that driver's work day.

D17.10 Known Work

Except for work that entails a full shift, eight (8) hours or more, management will continue to exercise its option in determining what work, if any, will be placed on the Daily Work Board. A driver, subject to seniority, once assigned a piece of work cannot be forced from that piece of work.

D17.11 Duties After the Work Sheet is Completed

Duties coming open after the daily work sheet is completed may be split up and covered as standby work or will be offered to the on-call drivers in order of seniority.

D17.12 Known Work Not Signed

For known work which is not signed on the overnight sheet, drivers will state their intent to accept or reject such known work prior to the work being dispatched. Should drivers fail to keep the Dispatcher informed of their intentions, they will be passed up when work is assigned. If no driver bids for an assignment, the junior driver will be assigned the work; such assignments to be subject to the least amount of overtime.

D17.13 Nine Hours Between Shifts

Unless voluntarily waived, there shall be no less than nine (9) hours between completion of an assignment on one day and commencing an assignment the following day.

D17.14 Waiving the 9 Hour Rule

- (a) Drivers volunteering to waive their nine (9) hours rest between shifts will state their intention to do so on their proxy, and once waived cannot be rescinded after the sheet closing time unless there are extenuating circumstances.
- (b) Drivers choosing to waive their nine (9) hours rest between shifts must do so in conformity to the Canadian Commercial Vehicle Drivers Hours of Service Regulations.
- (c) Drivers wishing to waive their nine (9) hours rest must maintain up-to-date log books.

D17.15 Assigning a Start Time

When the nine (9) hour rest clause is not waived and it is necessary to re-assign a driver's starting time to ensure he/she has nine (9) hours rest, the Dispatcher will be governed by the work to be covered the following day and will assign the driver a starting time which will allow between a minimum of nine (9) hours and a maximum of ten (10) hours rest.

If not re-assigned a new starting time, the driver will report in nine (9) hours. A later start time may be arranged by mutual agreement between the Dispatcher and the driver concerned.

D17.16 No Extra Work

A driver cannot be assigned any work after his/her signed finished time unless he/she has agreed to waive his/her finish time.

D17.17 Ability to Accept Extra Work

A driver may, however, accept work after his/her signed finish time when he/she has not waived his/her finish time provided he/she is the only driver in the terminal at the time the work is available.

D17.18 Should a Driver Agree to Waive

When a driver agrees to waive his/her finish time the Dispatcher shall then mark the letters voluntary overtime beside the driver's name on the daily work sheet. Except as provided in the "overnight" provisions of this section the driver who has elected to waive his/her finish time shall be obliged to perform any standby work that occurs until he/she is no longer required by the Dispatcher.

D17.19 Junior Driver to Cover

In the event it becomes necessary to call a driver to work after drivers have been assigned start and finish times, the Dispatcher will contact on-call drivers in order of seniority. If the new time is refused by all drivers, the most junior driver contacted "on-call" having nine (9) hours' rest must cover the work. On-call drivers accepting or forced to accept the work will have both their start and finish times advanced.

D17.20 No On-Call Drivers

If there are no drivers "on-call" the Dispatcher will advance the start and finish times of the latest show up driver called to work.

D17.21 Unknown Work

Drivers will be called when unknown work has to be signed up immediately. All drivers are expected to respond as soon as possible. In the event that no driver responds, it will be the Dispatcher's responsibility to try to make contact with drivers by calling their names at least once before passing them up for work.

D17.22 After the First Report

After their first report, drivers will accept or reject assignments in accordance with their seniority and will be assigned on the principle of least amount of overtime. However, each assignment, the duration of which has an overtime penalty of four (4) hours or more, shall first be offered to the driver(s) in order of the least amount of overtime. If rejected, the assignment will be assigned to the driver(s) who will receive the least amount of overtime.

D17.23 Work on a Statutory Holiday

Work on a statutory holiday will be signed in the same manner as on a normal day of work.

D17.24 Loss of Pay

Any loss of pay resulting from work being assigned to a driver out of turn either by design or error in judgement is a run-around.

D17.25 Run-Around

In the event that a driver has notified the Dispatcher of a run-around, and the Dispatcher is able to correct the error immediately he/she shall do so.

D17.26 Dispatcher Unable to Correct

When the Dispatcher is unable to correct the error immediately, the driver will submit a written request the same day or as soon as possible for the time lost, to the supervisor who will investigate the charges and if substantiated will authorize payment of wages lost.

D17.27 Fog and Special Charters

All fog and special charters without a definite finish time will be assigned to the latest starters.

D17.28 Two or More Drivers Dispatched

When two or more drivers are dispatched on a piece of work and part of that work is cancelled thereby releasing one or more driver(s), the rule of least amount of overtime shall apply to the driver(s) required to complete the piece of work.

D17.29 Cross Water Service

In order to determine the least amount of overtime for drivers, the Vancouver/Victoria cross water service drivers will add four (4) hours to their starting time.

D17.30 Standby Drivers and Extra Work (Vancouver)

Vancouver standby drivers working in Victoria are eligible for all work when there are no Victoria standby drivers from that depot available provided the assignment can be completed before the last schedule back to the Vancouver depot.

D17.31 Standby Drivers and Extra Work (Victoria)

Victoria standby drivers working in the Vancouver depot are eligible for all work when there are no Vancouver standby drivers available provided the assignment can be completed before the last schedule back to the Victoria depot.

D17.32 Two or More Drivers Returning Home

When two or more drivers are returning to their home depot on the same coach the earliest starter will drive. If all starting times are the same, seniority will prevail, when deciding who will drive.

D17.33 Drivers Being Held to Cover

On the cross water service, when two or more drivers are being held to cover trips back

to their home depot any driver may request to be dispatched out of turn. The request may be granted provided that the other driver(s) agree and providing that no additional overtime is anticipated.

D17.34 Trips Loading in the Depot

Trips loading in the depot shall be signed up fifteen (15) minutes prior to scheduled departure. Overloads to regular schedules will be signed at the Dispatcher's discretion.

D17.35 Trips Not Loaded in the Depot

Trips not loaded in the depot shall be signed up in the depot in sufficient time to give time needed to travel to the starting point plus necessary loading time.

D17.36 Seniority Not Exercised

A driver dispatched from a depot on to a piece of work shall not exercise his/her seniority on to another piece of work until his/her return to a depot, at which time he/she is again free to exercise his/her seniority in the usual manner.

D17.37 Change Points

The Company may change standby drivers and/or coaches at depots, agencies, ferry terminals or at locations that are mutually agreed to between the Union and the Company. Mutually agreed locations at present, but not limited to, are as follows:

Vancouver Mainland - Vancouver International Airport
 - An additional change point will be discussed at Union-Management Liaison Committee meetings and mutually agreed within three (3) months of ratification.

Vancouver Island - Royal Oak on Elk Lake Drive

Sliding seats shall be allowed at the locations as agreed, in order to prevent overnights or to permit drivers to perform the return portion of their trip due to operating behind schedule.

Sliding seats at other locations will be allowed if both drivers mutually agree to slide seats and the Dispatcher approves the request. Requests to slide seats at other locations will not be unreasonably denied by the Dispatcher.

D17.38 Driver or Coach Changed

Regular scheduled trips may have the driver and/or coach changed in order to prevent late evening deadheading.

D17.39 Overloads

Overloads to regular scheduled trips that frequently result in deadheading may have the driver and/or coach changed so that such deadheading can be avoided. The Company

will not deadhead a coach or cushion a driver intentionally to terminate a driver before he is capable of completing his/her trip.

D17.40 Notification of a Switch

When the Company intends to switch drivers the drivers must be informed of this intention at the time the trip is signed.

D17.41 Choice of Coach

Where practical when there are two or more coaches assigned to a trip, drivers shall have their choice in order of seniority.

D17.42 Reducing Daily Coverage

When reducing daily coverage in a depot, and overtime payments are not involved, drivers will be booked off, based on the work to be covered and the principle of first on, first off.

D17.43 Reducing Daily Coverage

When reducing daily coverage in a depot, and overtime payments are involved, drivers will be booked off on basis of seniority. However, a driver being booked off cannot force another driver home, who is not on overtime.

D17.44 Cushion

All cushion time for drivers will be paid at the appropriate rate of pay. Drivers are required to assist regular drivers while on the cushion with duties such as luggage handling, ticketing, and all other normal duties.

D17.45 Minimum Service Time Allowance

All drivers shall receive a service time allowance consisting of loading time and unloading time, where the work stated is actually assigned and done. Service time allowance will accrue towards building overtime in that day.

A Vancouver based driver driving a scheduled run between YVR and Whistler shall receive ten (10) minutes for luggage preparation. Drivers who can objectively show that more time for luggage preparation is required on a given run may claim the time with written reasons on their time sheets. Any disputes shall be referred to the grievance procedure.

D17.46 Working After the Completion of A Shift

Drivers working after their shift is completed will work in a group below all standby drivers, but ahead of day-off drivers.

D17.47 Standby Rules for Work After Shift

A driver working after a shift will be governed by all general work rules and will be available for all work except for any work that prevents the driver from carrying out any part of his/her followings days' shift.

D17.48 Departure and Cut Off Times

All drivers shall be permitted to depart on time according to the scheduled service. No driver shall be required to return to a departure point on the scheduled service. Ticket sales, reservations, and baggage handling for each scheduled departure shall be closed no later than five (5) minutes before departure.

ARTICLE D18 – DAY OFF ASSIGNMENTS**D18.01 Sign Ups**

The Company agrees to conduct a Driver's day off sign up at least five (5) times per year; however this will not occur more than twelve (12) times per year:

- (a) First week in January
- (b) First week in May
- (c) Last week in June
- (d) Thanksgiving
- (e) At the beginning of the Christmas season.

The sign up will occur over a two week period and the days off will take effect and commence at the beginning of the pay period at each of these times.

Once assigned, day off assignments cannot be rescinded throughout the term of the assignment. Every position posted with assigned days off shall remain posted for the duration of the posted time period.

D18.02 Reassignments

- (a) Recall driver's days off may be reassigned between signups, provided that conditions have changed to the extent that the current day off schedule is not practicable.
- (b) Drivers must take at least four (4) days off in a pay period.
- (c) If, due to a scheduling error, a recall driver inadvertently works an eleventh (11th) day, there shall be no cost penalty to the Company and the driver shall be assigned an extra day off in the next pay period at the discretion of the Company.

- (d) When a new position with a duration of greater than fourteen (14) days is being signed for a position and between sign-ups, drivers who were not previously offered the new days off shall, at the dispatcher's earliest convenience, be offered to sign the new days off.

ARTICLE D19 - CHARTERS AND SPECIAL WORK

D19.01 Definition

A charter, chartered sightseeing tour, group transfers, or Special Coach Movements, are defined as a movement of an exclusive group of passengers and for the purposes of this agreement will be referred to as charters.

D19.02 Dispatch Sheets

- (a) Dispatch sheets and charter orders will be posted the day before.
- (b) Charter orders shall include the name of the group, the address of the pick-up and drop-off location, when known, the coach number and extent of the service required. It is recognized service requirements may change and drivers are expected to provide the service which is reasonable. If in doubt, drivers may contact their dispatcher for specific instructions when necessary. Where possible the number of passengers shall be provided.

D19.03 Available Piece of Work

Where there is an available piece of work and there is a driver in the depot that can perform work at no cost penalty to the Company, that driver will be assigned the available piece of work. In circumstances when there is no driver in the depot that can perform that piece of work, without cost penalty to the Company, the work shall be assigned to that driver creating the least cost penalty to the Company. When all available drivers have completed seven hours and forty minutes (7.40) of work, then Company seniority will prevail for the charter assignment.

The intent of this clause is to have the available piece of work performed in a manner that incurs as few hours in excess of seven hours and forty minutes (7.40) per day as possible for any particular driver. A driver who is near the completion of, or has completed, his/her seven hour and forty minute (7.40) shift, will not be forced to perform the piece of available work where there is another driver available to perform that work who has not completed his/her seven hour and forty minute (7.40) shift, and who will not be required for any work during the time the piece of work is to be performed.

D19.04 Work Not Assigned on the Daily Work Board

Where possible, drivers will be advised of the existence of any work that is not assigned to the Daily Work Board in order that all drivers will be aware of the work required to be done and the possibility that the Company will require drivers to be assigned to perform such work.

D19.05 Overnight Charters

Where possible, all known overnight multi-day charter work will be posted on a separate multi-day charter work board at least four (4) days in advance of the actual piece of work. The work will be assigned forty-eight (48) hours in advance of the normal sign up procedure. The following rules will govern:

- (a) Each driver will be responsible to inquire with the dispatcher or view the charter work board in order to learn about and sign for the work available.
- (b) When known, the dispatcher will advise drivers of overnight multi-day charters when drivers call in to make themselves available for work. Drivers on days off will be notified by the dispatchers of overnight multi-day charters.
- (c) When an overnight multi-day charter work becomes known in less than four (4) days in advance of the work, then the specific piece of work will be posted on the Daily Work Board and signed in the regular manner as per D17.01 (b), D17.02, and D17.03.
- (d) Once a driver is signed on such a charter he/she can neither elect nor be forced on any work that would prevent him/her from covering that charter;
- (e) A driver working on the day prior to the charter may on request be booked off to enable him/her eight (8) hours rest prior to departure of the charter and shall only receive pay for the time actually worked.

D19.06 Overtime Application

All charter work including chartered sightseeing tours shall be paid at straight time rates and the overtime provisions of the agreement shall not apply to such work, with the exception of work performed on a statutory holiday. (See Letter of Agreement #3).

- (a) When a charter or escorted tour exceeds eight (8) hours all waiting time after the eight (8) hours and up to the finish time in any day will be at the applicable base rate of pay.
- (b) Waiting time is defined as any break of thirty (30) minutes duration or longer.
- (c) Driving time is defined as any break of less than thirty (30) minutes including all service time when required to remain with or performing any servicing of the coach and all time spent on ferries, except when over-nighting on a ferry is required.
- (d) Charters and escorted tours of seven (7) days' duration or longer will be discussed between the Union and the Company. Specific terms and conditions pertaining to charters and escorted tours shall be agreed upon to accommodate particular situations.

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- (e) A driver working on a charter that takes him/her through his/her regular day(s) off may upon completion take the following day(s) off. (See Letter of Agreement #3).

D19.07 Vehicle to be Kept Clean

- (a) Drivers working charters, escorted tours or specials are to keep their vehicles reasonably neat and tidy. On charters of two (2) or more days duration they will be responsible for having their coach properly serviced, and will be responsible for washing exterior and cleaning interior of the coach whenever possible.
- (b) The Company will ensure that charter kits and appropriate seasonal cleaning supplies and equipment will be placed on each coach for every overnight, long distance, and/or winter charter, in order to assist the drivers to service the coach. The Driver will ensure that the coach is equipped before departure.

D19.08 Cancellation

If on cancellation of a charter of a duration of five (5) hours or longer and there is proof of a Company error, the driver who signed the charter will be allowed to go home with a full day's pay. If the charter is less than five (5) hours, then the driver will become a driver on standby in his/her seniority at the applicable rate of pay. (See Letter of Agreement #3).

D19.09 Disputes

If a dispute arises with respect to whether or not there was a Company error in cancelling a charter of five (5) hours or longer, the driver will be required to work on standby in his/her seniority for that day. (See Letter of Agreement #3).

D19.10 No Company Error

If a charter is cancelled that is not due to a Company error, the driver will revert to standby for that day in his/her seniority. (See Letter of Agreement #3).

D19.11 Allocation of Work

Charter work will normally be done by charter or standby drivers but known charter work may be incorporated into regular shifts by mutual agreement.

D19.12 Capping of Charters

When mutually agreed between the Company and the Union, the Employer may "cap" the hours paid on multi-day charters (charters of two (2) days or more) when one or more of the following provisions are met:

- (a) The customer is a repeat customer providing three (3) or more charters per year with similar routing or same destination.

- (b) The client charters on three or more occasions per year to various destinations on multi-day charters.
- (c) The client is a "new" customer and indicates they are prepared to provide a program of repeat charters.

D19.13 Charter Rate

The parties agree to have the charter rate for multi-day charters apply to single day charter work of four (4) hours duration or more, excepting those charters performed between Greater Vancouver and Greater Victoria. Such charters must be signed on the overnight sheet. (See Letter of Agreement #3).

ARTICLE D20 – SIGHTSEEING

D20.01 Definition

A scheduled sightseeing tour is defined as a tour where the driver is required to give narration.

D20.02 Duties for Sightseeing Tour

Duties may be established for scheduled sightseeing tours.

- (a) All work associated with sightseeing duties shall be paid at straight time. All work beyond the hours listed on the scheduled sightseeing duty shall be paid at applicable overtime rates.
- (b) Drivers performing any twelve (12) hour scheduled sightseeing tour duties will work four (4) days on and three (3) days off in one week, followed by three (3) days on and four (4) days off in the following week.
- (c) Fourteen (14) hour scheduled sightseeing tours shall apply to RV1 Butchart Gardens tours only. They will be signed on a daily basis until the second Friday of May, and again after Labour Day
 - (i) During the period these tours are signed on a daily basis, if in the event the tour is cancelled for any reason, then the driver will revert to standby and receive applicable rates of pay for work performed. Provided the driver remains available for work, he/she will receive a minimum guarantee of eight (8) hours pay.
 - (ii) During the summer season, these tours will be signed in two (2) week durations commencing the first pay period after the second Friday in May. Drivers who sign on these durations will work three (3) days on and four (4) days off every week.

D20.03 Spiel Time

Under current conditions, the Company agrees to the payment of a ten percent (10%) premium based on the top base rate of pay for "spiel time", or time the driver is actually giving tour narration.

The amount of narration, or spiel time, will be set for the following:

- (a) RV1, spiel time is five (5) hours;
- (b) Vancouver City Tours, spiel time is three (3) hours;
- (c) Victoria City Tour, spiel time is one and a half (1.5) hours;

The Company will set spiel time for new tours in consultation with the Union and will act in a reasonable manner in administration of this clause.

ARTICLE D21 – DISPATCHERS AND RELIEF DISPATCHERS**D21.01 Dispatcher Rules and Regulations**

There shall be one Chief Dispatcher's position which is not included in the bargaining unit.

- (a) There will be a minimum of two (2) full-time Dispatchers within the Bargaining Unit based out of the Vancouver Depot. Any expansion of Dispatchers beyond these minimum numbers will also be in the Bargaining Unit.
- (b) Except for the Chief Dispatcher's position, The Company will post a Dispatcher position when a vacancy occurs.
- (c) The Company will have sole discretion in the choice of a Dispatcher.
- (d) A Dispatcher may or may not be chosen from within the bargaining unit, however first choice will be given to members in the bargaining unit.
- (e) Appointments to dispatch categories are not subject to appeal.
- (f) The minimum rate of pay for a Dispatcher within the bargaining unit will be as set out in the wage schedule in the Drivers Section.
- (g) The Company will maintain relief dispatchers, as required.
- (h) Relief Dispatcher wage rate will as set out in the wage schedule in the Drivers Section.
- (i) Dispatchers are entitled to all the seniority rights and benefits accorded all employees covered by the Collective Agreement including:

- (i) The Dispatchers fall within the Drivers Section and accrue seniority as per Article D1.01 and Article G7.01.
- (j) A Dispatcher may elect to return to the driver's ranks by:
 - (i) applying for an open position posted as per the Collective Agreement, or
 - (ii) at any time, proxy for work on the Daily Work Board like any other driver, and exercising his or her full drivers' seniority.
 - (iii) If a Dispatcher elects to return to the driver's ranks, he/she will only be subsequently considered for a Dispatcher's position on the basis of all the criteria outlined in this Article.
 - (iv) A Dispatcher hired from outside of the Company would not accrue seniority as a driver.
 - (v) A separate seniority list will be maintained for Dispatchers for purposes of allocating rest days, hours of work, etc.
 - (vi) Drivers who provide relief dispatching shall have, while dispatching, their step rate time periods continue to accrue toward the full rate.

D21.02 Shifts

Ten (10) hour shifts at straight time may be implemented for all dispatchers in order to facilitate a four (4) day work week with three (3) consecutive days off.

ARTICLE D22 – EARLY RETIREMENT

- *Note: The parties agree that current early retirees shall be entitled to sign for positions as per past practice and current language upon their return however their choices shall in no way impact the full-time guarantee of hours for those members covered under Article D11.18. To facilitate this, the Company shall create an additional four (4) temporary full-time positions that shall run from the first sign-up period in May to September 30. As each of the current early retirees leaves the Company, the number of these temporary full-time positions shall be reduced by one (1). The current language in D22 that existed prior to ratification shall continue to apply to the current early retirees.*
- *The changes outlined below shall be applicable to all future early retirees following the date of ratification:*

D22.01 Ability to Return

Drivers covered under Article D11.18 who choose to take early retirement shall be entitled to return to work between May 1st and September 30th or part thereof for each and any year until they retire.

D22.02 Seniority

Effective upon ratification, during the aforementioned period the early retirees shall be

entitled to exercise their seniority upon any position in the depot (except those minimum number of positions covered under Article D11.18) from which they retired and with all seniority accrued since commencing early retirement.

D22.03 Dates of Return

Early retired drivers may also be employed between the dates of October 1st and April 30th once the recall list in that depot has been exhausted, however, they shall work in a seniority position behind all other recalled drivers.

D22.04 Return to Full Service

Early retired drivers may return once to full-time service by successfully applying for a blanket posting based on seniority at the time of early retirement, plus all seniority accrued since based on one days' seniority for each day worked.

D22.05 Blanket Posting

Early retirees' position shall be blanket posted.

D22.06 Wages in Lieu of Benefits

Early retired drivers shall be paid ten percent (10%) in lieu of all benefits including vacations and statutory holidays.

D22.07 Early Retirees

- (a) Early retirees returning for a summer season must accept recall to work when the Company cannot cover the work available from May 1 – September 30.
- (b) Early retirees wishing to return shall accept recall to the first positions with assigned days off unless a junior driver is available to fill the position.
- (c) Once accepting recall to a position the early retiree must remain available for work until released by the Company by mutual agreement, layoff or September 30th, whichever is first.

ARTICLE D23 – WAGE SCHEDULE

In addition to general wage increases in the General Section, increase Dispatcher rate to seven and one-half percent (7.5%) above Driver's Base Rate and adjust rates above to reflect change (retroactive to April 1, 2012).

D23.01 Wages

	Effective April 1, 2012	Effective April 1, 2013	Effective April 1, 2014
	(+ 2%) =	(+ 2%) =	(+ 3%) =
Drivers' Base Rate	\$24.72	\$25.22	\$25.98
	(+ 2%) =	(+ 2%) =	(+ 3%) =
Charter Rate	\$22.41	\$22.86	\$23.55
	(+ 2%) =	(+ 2%) =	(+ 3%) =
Dispatcher	\$26.57	\$27.11	\$27.92
	(+ 2%) =	(+ 2%) =	(+ 3%) =
Relief Dispatcher	\$24.72	\$25.22	\$25.98

D23.02 Training Rate

The training rate for new employees shall be fifty percent (50%) of the above base rates.

D23.03 Seventy-five Percent Step Rate

An employee shall be paid seventy-five percent (75%) of the drivers' base rate for calendar months one (1) to twelve (12) or until he/she has worked eight (8) months as set out in article D23.05, whichever comes first.

D23.04 Eighty-five Percent Step Rate

An employee shall be paid at eighty-five percent (85%) of the above drivers' base rate for calendar months thirteen (13) to twenty-four (24) or for work performed after the first eight (8) full months of employment as per D23.05 until the employee has worked for either twenty-four (24) calendar months or eighteen (18) full working months as set out in article D23.05, whichever comes first.

D23.05 Definition of a Working Month

For the purposes of calculating step rates one (1) month will equal twenty-two (22) working days.

D23.06 Graveyard Premium

A graveyard premium of sixty cents (\$0.60) per hour shall be paid to all drivers operating a Whistler trip for all hours worked between midnight and 06:00 a.m.

SECTION III – MECHANICAL MAINTENANCE

The terms and conditions specified in this section will pertain to:

1. **TRADESPERSONS**

- Mechanics

2. **NON-TRADESPERSONS**

- Servicepersons
- General Helpers

3. **APPRENTICES**

The provisions of this Section shall prevail in the event of a conflict with the General Section provisions of this Agreement.

Service Requirements Related to Whistler Work

The parties discussed the need for a service person in Whistler and the Union suggested that coach cleaning could also be done at YVR by the appropriate staff. The Company discussed an idea to contract out service person work in Whistler and this position was rejected by the Union.

The parties recognize that ensuring that buses used in Whistler service are cleaned and serviced is important to customer service and will agree to have meaningful discussion on this issue during the term of this collective agreement through the Union-Management Liaison Committee.

ARTICLE M1 – EMPLOYEE CATEGORIES

M1.01 Employee Status

- (a) Full-time – An employee who holds a full-time position and/or an employee who has qualified for benefits under article G8.02 shall achieve full-time status and shall be considered full-time for all purposes of this Agreement.
- (b) Part-time – An employee who is not full-time as per the above will be considered part-time provided they are not hired as a casual for a specific project.
- (c) Casual – An employee who is hired for a temporary project not to exceed three (3) months duration.

M1.02 Minimum Number of Full-Time Positions

- (a) The minimum number of full-time Mechanics will be restricted to five (5).

- (b) The minimum number of full-time Service staff will be restricted to four (4) positions in Vancouver and one (1) position in Victoria.

ARTICLE M2 – WAGE ADMINISTRATION

M2.01 Wage Administration

- (a) Employees shall automatically progress from minimum to maximum as indicated in the wage schedule.
- (b) If, in the opinion of the Company, an employee is either partially or fully qualified for the classification they are to fill, they may receive a step rate higher than the first step rate, from the time of hire or transfer into the job. The Company will discuss all step rate advancements with the Union.

ARTICLE M3 – JOB DESCRIPTIONS

M3.01 Tradesperson

A tradesperson's classification shall be recognized by an accredited ticket such as a certificate of qualification commonly understood as TQ (Trade Qualification). Must be able to perform all trade related skills in a manner consistent with the safety and quality requirements of the Company. They must be able to undertake the completion of any work assigned in their rate. They will, on a continuing basis, endeavour to keep abreast of technological change or improvement in practices related to their trade. Tradespersons shall be required to own tools and hold at least a valid Class 3 Driver's License with Air Brake Endorsement.

Current employees as of the date of ratification who do not possess a TQ certification but are recognized by the Company as Mechanics will continue to be so recognized as long as they continue to be employed as such by the Company.

M3.02 Service Person

Will be required to perform all functions related to operations servicing and minor running repairs that do not require a high degree of mechanical trade skills. They will be required to clean coach interiors and exteriors so as to maintain a high standard of cleanliness. They will be required to keep accurate records of all materials used or required to execute the above duties. They will report to the appropriate supervisor any problem or indication of any potential problem that will affect the normal or safe operation of a vehicle such as badly cut tires, loose wheel nuts, etc. They shall be required to report to the Company any new, unreported or unmarked damage to a Company vehicle. They may be required to have a good understanding of mechanical principles and be able to demonstrate a good mechanical ability in the performance of their duties. A full time service person holding a year round position must hold and maintain a valid Class 3 Driver's License with Air Brake Endorsement. The Company may waive this requirement for part time or casual employees.

M3.03 General Helpers

Will normally be assigned to work with or assist any employee in any classification. They may be required to carry out any service or minor repair function. Such service or repair function will not require a high degree of mechanical trades skills. They will be required to perform pick-up and delivery services for any Company requirement. They will not be required to own tools.

Drivers shall be responsible for assisting with loading and unloading baggage, passengers and freight. Helpers may also be required to assist in loading and unloading baggage and freight subject to the applicable restrictions contained within this Agreement. The use of helpers to assist with baggage and freight shall not result in the elimination of any piece of work or standby position, and/or loss or reduction of hours to any bargaining unit employee. They shall not be permitted to drive a bus.

M3.04 Coach Cleaner

Must be able to effectively and proficiently use or operate any equipment, tool or machine while sweeping, cleaning, washing, polishing, shampooing, or washing any area or part of any vehicle interior or exterior. A high standard of cleanliness and policy will be expected and insisted upon.

On occasion, they may be required to perform any of the above functions as an assistance to employees in the Service Person classification. They will not be used to replace a Service Person.

ARTICLE M4 – SENIORITY**M4.01 Seniority**

Company seniority will be established as of the hour and day an employee commences employment with the Company.

Classification seniority will be established as of the hour and day an employee takes a posting within a new classification in this Agreement.

ARTICLE M5 – HOURS OF WORK/SCHEDULING/BREAKS/OVERTIME**M5.01 Work Schedules**

- (a) The normal straight time hours of work assigned by the Company shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day on a five (5) day work week;

- (ii) not more than ten (10) hours in any one (1) day on a four (4) day work week;
- (iii) not more than five (5) working days in any seven (7) day work week;
- (iv) not more than forty (40) hours in any seven (7) day work week.

Any hours which the Employer requires an employee to work in excess of the above shall be paid at the overtime rates set out in article M6.07.

M5.02 Shift Hours and Days Off

- (a) All shifts assigned by the Employer must conform with the following guidelines:
 - (i) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
 - (ii) Employees shall not be required to work with less than eight (8) consecutive hours between shifts.
- (b) Employees shall be assigned consecutive days off, two (2) when working a five (5) day work week and three (3) when working ten (10) hour shifts.
- (c) The Company will make every effort to create the maximum number of full-time forty (40) hour per week positions. Where hours are being reduced on a shift, the reduction of hours will be by reverse order of seniority from among part-time employees first and then from full-time employees (excluding those employees working in guaranteed full-time positions covered under M1.02) after the Company's acceptance of any voluntary reduction of hours.

M5.03 Meal Breaks and Rest Periods

- (a) An unpaid lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees, however, if an employee works less than five (5) hours, the lunch period may be replaced by a second fifteen (15) minutes rest period.
- (b) There shall be a fifteen (15) minute rest period, with pay, during each four (4) hour work period. There shall be an additional fifteen (15) minute rest period, with pay, for shifts exceeding eight (8) hours.
- (c) Should an employee be required to work through these breaks, the break(s) shall be rescheduled or with mutual agreement the employee shall receive time and one half (1.5) his/her applicable base rate for the time worked.

M5.04 Shift Preference by Seniority

- (a) Employees shall be permitted to bid on shifts and days off in accordance with their classification seniority with full-time employees and full-time status employees in each classification being provided with first choices before opportunities to bid on work in other classifications is provided. The Employer shall offer and assign all available eight (8) or ten (10) hour shifts within a classification to the employees with the most classification seniority before implementing shifts of a lesser duration.
- (b) Shift bidding for full-time employees (including full-time status employees) will be set up at least once every four (4) weeks. The bid sheet will be posted within two (2) week of the end of the last four (4) week period. Employees shall have twenty-four (24) hours each from receipt of the bid sheet to complete their bid for the following four (4) week period.
- (c) The Employer will post all work schedules no later than seven (7) days prior to the effective month of the upcoming schedule. Posted schedules may only be revised with the consent of the employee concerned.
- (d) The parties agree to be flexible in meeting bona-fide business requirements in scheduling. When necessary to add, amend, change or otherwise adjust shifts prior to a sign-up the Union shall be given a reasonable opportunity to review the new schedule. Reasonable changes the Union may request shall be considered by the Company.
- (e) Scheduled shifts cannot be extended unless by consent of the employee. When the Employer requires that extra unscheduled hours are to be worked, the extra work will be offered by seniority (first to full-time and full-time status employees, then to part-time employees) within the required classification who is working within the department that day. If the senior full-time or full-time status employee declines such optional hours, the work will then be offered by classification seniority to the next full-time or full-time status employee working that day and so on before work is offered to part-time employees in the classification and then to qualified employees from another classification.

M5.05 Overtime

- (a) Overtime shall be offered by seniority to employees on a voluntary basis and this implies the employee's right to refuse such work. If there are insufficient volunteers, the Employer reserves the right to assign the work in inverse order of seniority.
- (b) Employees scheduled to work five (5) days in a week shall receive time and one-half (1.5x) pay for the first two (2) hours worked beyond eight (8) on a shift and double time (2x) thereafter.
- (c) Employees scheduled to work four (4) days in a week on ten (10) hour shifts

shall receive time and one-half (1.5x) pay for the first two (2) hours worked beyond ten (10) and double time (2x) thereafter.

- (d) Employees who work on their day off or who work more than forty (40) hours in a work week shall receive time and one-half (1.5x) pay for hours worked up to ten (10) in a day or forty-eight (48) in a week and double time (2x) thereafter.
- (e) Overtime worked on a Statutory Holiday shall be paid at double time (2x) the employee's applicable base rate for all hours worked after their normal scheduled shift hours providing these exceed eight (8).

M5.06 Call-In Pay

In the event an employee is scheduled to work or called in to work and there is no work, the employee shall be entitled to two (2) hours minimum pay at regular base rates, should the employee begin work the employee shall be entitled to four (4) hours pay at their regular base rate.

M5.07 Lead Hand Scheduling

Lead hands shall be selected at the sole discretion of the Company in accordance with current practice however seniority shall be considered in making the selection and the Lead Hands premium shall be offered only to bargaining unit members.

The Lead Hand premium shall be set at two dollars (\$2.00) per hour above the classification rate.

ARTICLE M6 – SHIFT PREMIUMS

M6.01 Shift Premiums

The following shift premiums shall be paid to all employees covered by this section.

The normal scheduled hours of work indicated below will establish if the shift premium will be at the afternoon or midnight rate.

Day Shift	06:00 - 18:00	
Afternoon Shift	12:00 - 24:00	
Midnight Shift	24:00 - 08:00	
	Afternoon Shift	Midnight Shift
Serviceperson / Helper	\$0.50	\$1.00
Mechanics/Apprentices	\$0.75	\$1.00

Shift premiums shall be paid for each afternoon shift and for each midnight shift in addition to their regular rate for all hours worked during the time period specified.

ARTICLE M7 – MEAL PERIOD

M7.01 Meal Period

Employees shall be assigned a thirty (30) or sixty (60) minute unpaid meal break each work day.

Should an employee be required to work through this break, the break shall be rescheduled or with mutual agreement the employee shall receive time and one half (1.5) his/her applicable base rate for the time worked.

ARTICLE M8 – LAY-OFF AND RECALL

M8.01 Reduction in the Workforce

When the Company reduces the number of regular employees, employee will be laid off on the basis of inverse order of classification seniority. Employees involved in a staff reduction must have the ability, and qualifications and experience to perform another position within the Company before they may exercise their Company seniority by bumping within their section or applying for available positions outside their section. Employees on sick leave, excluding long term disability cases, will be able to exercise classification and Company seniority to bump to avoid a layoff. Long term disability cases will be decided between the Company and the Union.

M8.02 Application

In applying the above seniority provisions, the following will apply:

- (a) A regular employee laid off may exercise his classification seniority on positions within the Company.
- (b) Failing to hold a position the employee may exercise any other classification seniority covered by this section that he may have had while working in another classification.

In the event an employee is unable to hold a position through exercising his seniority rights, or who chooses not to exercise his seniority, he will be placed on a recall list.

M8.03 Lay-off Order

Part-time employees will be laid off in inverse order of their classification seniority and before any regular employee is laid off and will be considered in order of their Company seniority for any vacancy when it arises.

M8.04 Temporary Work

Employees on a recall list will, on the basis of classification seniority be given first consideration when filling work of a temporary nature.

M8.05 Term of Recall

- (a) Employees on a recall list will remain there for a period of one (1) year, provided that the employee reaffirms their availability for work at three (3) month intervals with the Personnel Office and provided the employee supplies the Personnel Office with his/her current mailing address and telephone number.
- (b) To recall an employee, the Company shall send to his/her last known address a registered letter giving the employee-seven (7) days from the date the letter is received to reply. An employee not reporting within this period shall be taken off the seniority list. A copy of this letter shall be mailed to the Union. If contact is made other than by letter, the Union shall be notified of the employee's status in writing.

M8.06 Unable to Report

An employee who cannot report for work when recalled due to ill health or injury must notify the Company and the Union and must produce satisfactory medical reports. Failure to comply with this clause, the employee will be removed from the recall list.

M8.07 Employees Laid Off

In the event an employee is laid off and later recalled, the employee's seniority shall be maintained.

ARTICLE M9 – TOOL ALLOWANCE**M9.01 Tool Allowance**

The Company will pay a tool allowance of six hundred dollars (\$600.00) per year to employees in classifications that require them to own tools, retroactive to April 1, 2012. This allowance will be paid in equal instalments twice per year at specific dates of April 1 and October 1.

ARTICLE M10 – APPRENTICES**M10.01 Apprentices**

The Company recognizes the importance of the Apprenticeship Program governed by the *BC Apprenticeship Act*. All apprentices working for the Company shall be actively enrolled in the BC Apprenticeship Program.

Apprentices shall be governed by the B.C. Apprenticeship Act.

All apprentices shall be under the supervision of a Journeyman in accordance with the B.C. *Apprenticeship Act*.

ARTICLE M11 – CLOTHING

M11.01 Clothing

- (a) The Company will supply, maintain and clean a sufficient number of coveralls for all maintenance employees employed under this Section.
- (b) The Company will make available adequate individual rainwear for employees required to work outside.
- (c) The Company will reimburse all employees working in this Section one hundred percent (100%) up to a maximum of two hundred dollars (\$200) each year for the purchase of approved safety footwear suitable for work and one hundred dollars (\$100) towards the purchase of one pair of prescription safety glasses of an approved type. Receipts for the above must be submitted prior to any reimbursement.

ARTICLE M12 – MISCELLANEOUS

M12.01 Medical Examinations for Licenses

The Company shall pay all costs associated with necessary medical examinations for renewal of class 2 or 3 licenses.

M12.02 Communication Devices

The Company shall provide a two-way portable communication device to each employee working outdoors away from a telephone and such devices shall have the ability to communicate with employees on shift.

M12.03 Training

The Company will facilitate training to tradespersons and apprentices through Article G18 of this Collective Agreement to assist them in acquiring Inspector's Designation through the Authorized Inspector's Course or any other courses for specialization certificates such as for air conditioning, transmission maintenance and repair, or any other new technology training.

ARTICLE M13 – MECHANICAL MAINTENANCE WAGE SCHEDULE

	Effective April 1, 2012	Effective April 1, 2013	Effective April 1, 2014
<u>Mechanics</u>			
	(+2%) =	(+2%) =	(+3%) =
1st 6 months	\$29.13	\$29.71	\$30.61
	(+2%) =	(+2%) =	(+3%) =
Thereafter	\$30.27	\$30.88	\$31.81
<u>Service Person (with License)</u>			
	(+2%) =	(+2%) =	(+3%) =
1st 12 months	\$18.37	\$18.74	\$19.30
2nd 12 months	\$19.67	\$20.06	\$20.66
Thereafter	\$20.73	\$21.14	\$21.78
* Red Circled employees	\$22.00	\$22.44	\$23.11
<u>General Helper</u>			
	(+2%) =	(+2%) =	(+3%) =
1st 6 months	\$13.83	\$14.11	\$14.53
Thereafter	\$14.13	\$14.41	\$14.84
<u>Coach Cleaner</u>			
	(+2%) =	(+2%) =	(+3%) =
1st 6 months	\$13.83	\$14.11	\$14.53
Thereafter	\$14.13	\$14.41	\$14.84
<u>Apprentices</u>			
All apprentice rates to be set as a percentage of tradesperson rate and wage increase to be equivalent to tradesperson increase.			
1 - 3 months	\$19.81	\$20.20	\$20.81
4 - 6 months	\$21.32	\$21.74	\$22.40
7 - 12 months	\$21.93	\$22.37	\$23.04
13 - 18 months	\$23.46	\$23.93	\$24.65
19 - 24 months	\$24.37	\$24.86	\$25.60
25 - 30 months	\$25.87	\$26.38	\$27.18
31 - 36 months	\$26.50	\$27.03	\$27.84
37 - 42 months	\$28.01	\$28.57	\$29.43
43 – 48 months	\$28.68	\$29.26	\$30.13

Lead Hand Rate

Mechanics offered lead hand status will receive a premium of \$2.00 per hour. All other classifications offered lead hand status will receive a premium of \$1.75 per hour.

Red-Circled Employees

Red-circled employees will receive the applicable percentage wage increases for Service Persons in each year of the Agreement.

* A. Gill, E. Smith

Class 1 or 2 Driver's License - \$1.00 per hour premium

This premium shall be applicable to all employees in the maintenance department (mechanics and service personnel) who hold these classes of license for all hours worked.

Authorized Inspector - \$1.00 per hour premium

This premium shall be paid to those mechanics who hold an Authorized Inspector's certificate for all hours worked.

SECTION IV – TICKET AND CUSTOMER SERVICE STAFF

Uniforms and Dress Code

The Company and the Union will work together on a complete review of all uniforms in the ticket section with better identifying features and discussion on sizing and supply of uniforms to members. The parties will also discuss the uniform policy and improvements in the quality of uniform articles issued and the frequency of repairs.

Clean and Healthy Work Environment

The carpet and underlay in the call centre shall be replaced with new carpet and underlay no later than ninety (90) days following ratification.

ARTICLE T1 – GENERAL PROVISIONS

T1.01 Sections That Apply

The terms and conditions specified in this Section will pertain to the foregoing classifications covering the YVR Ticket Staff and all other Customer Service & Ticket Sales Staff. The procedures of this Section shall prevail in the event of a conflict with the General Section of this Agreement. Otherwise, all terms and conditions within the General Section of this Agreement shall apply.

T1.02 Employee Status

- (a) Full-time – An employee who holds a full-time position and/or an employee who has qualified for benefits under article G8.02 shall achieve full-time status and shall be considered full-time for all purposes of this Agreement.
- (b) Part-time – An employee who is not full-time will be considered part-time provided they are not hired as a casual for a specific project.
- (c) Casual – An employee who is hired for a temporary period not to exceed six (6) months. Casual employees who work longer than six (6) months shall automatically be considered part-time or full-time depending on the hours worked.

T1.03 Minimum Number of Full-Time Positions

- (a) The minimum number of full-time Senior Customer Service agents will be two (2).
- (b) The minimum number of full-time Customer Service agents will be four (4).
- (c) The minimum number of full-time Customer Service agents at YVR will be two (2).

- (d) The minimum number of full-time Lead Hand Customer Service agents working in the Call Centre will be two (2).
 - (e) The Company shall ensure that the shifts occupied by the full-time staff working in these positions are filled during all vacation time and other absences by shifts of equal length.
 - (f) Employees who occupy full-time position must be available to work on a full-time basis where such work is available to them.
- *Note: The Company agrees to grandfather the current two (2) employees who have standing leaves of absence requests from the application of T1.03 (e) above.*

ARTICLE T2 – HOURS OF WORK/SCHEDULING/BREAKS/OVERTIME

T2.01 Work Schedules

- (a) The normal straight time hours of work assigned by the Company shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day on a five (5) day work week;
 - (ii) not more than ten (10) hours in any one (1) day on a four (4) day work week;
 - (iii) not more than five (5) working days in any seven (7) day work week;
 - (iv) not more than forty (40) hours in any seven (7) day work week.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at the overtime rates set out in article T2.07.
- (c) The Company will make every effort to create the maximum number of full-time forty (40) hour per week positions and eight (8) hour per day shifts (scheduled at eight and one-half hours with the thirty (30) minute unpaid lunch break).
- (d) Where hours are being reduced on a shift, the reduction of hours will be by reverse order of seniority from among casual employees first, then part-time employees and then from full-time employees (other than the guaranteed full-time positions set out in T1.03) after the Company's acceptance of any voluntary reduction of hours.

T2.02 Shift Hours and Days Off

- (a) All shifts assigned by the Employer must conform with the following guidelines:

- (i) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
 - (ii) Employees shall not be required to work with less than eight (8) consecutive hours between shifts.
- (b) Employees shall be assigned consecutive days off, two (2) when working a five (5) day work week and three (3) when working ten (10) hour shifts.

T2.03 Meal Breaks and Rest Periods

- (a) An unpaid lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees, however, if an employee works less than five (5) hours, the lunch period may be replaced by a second fifteen (15) minutes rest period.
- (b) There shall be a fifteen (15) minute rest period, with pay, during each four (4) hour work period. There shall be an additional fifteen (15) minute rest period, with pay, for shifts exceeding eight (8) hours.
- (c) YVR Customer Service Agents will have the option to divide up their lunch period and rest periods to coincide with coach arrivals and departures (i.e. ten (10) minutes after each of five (5) departures per shift.)
- (d) Should an employee be required to work through these breaks, the break(s) shall be rescheduled or with mutual agreement the employee shall receive time and one half (1.5) his/her applicable base rate for the time worked.

T2.04 Shift Preference by Seniority

- (a) Employees shall be permitted to bid on shifts and days off in accordance with their classification seniority within their status, followed by section seniority. The Employer shall offer and assign all available eight (8) or ten (10) hour shifts to the employees with the most seniority before implementing shifts of a lesser duration.
- (b) Shift bidding for all employees will be set up at least once every four (4) weeks. Full-time employees shall bid before part-time employees and part-time employees shall bid before casual employees. The bid sheet will be posted within two (2) weeks of the end of the last four (4) week period. Employees shall have twenty-four (24) hours each from receipt of the bid sheet to complete their bid for the following four (4) week period.
- (c) The Employer will post all work schedules no later seven (7) days prior to the effective month of the upcoming schedule. Posted schedules may only be revised with the consent of the employee concerned.
- (d) The parties agree to be flexible in meeting bona-fide business requirements in scheduling. When necessary to add, amend, change or otherwise adjust

shifts prior to a sign-up the Union shall be given a reasonable opportunity to review the new schedule. Reasonable changes the Union may request shall be considered by the Company.

- (e) Scheduled shifts cannot be extended unless by consent of the employee. When the Employer requires that extra unscheduled hours are to be worked, the extra work will be offered by seniority to the required classification who is working within the department that day. If the senior employee declines such optional hours, the work will then be offered by seniority to the next employee working that day and so on. Employees will only work those extra unscheduled hours required by the Employer on a voluntary basis and there may be a break between the scheduled hours already being worked and the extended shift hours.

T2.05 Overtime

- (a) Overtime shall be offered by seniority to employees on a voluntary basis and this implies the employee's right to refuse such work. If there are insufficient volunteers, the Employer reserves the right to assign the work in inverse order of seniority.
- (b) Employees scheduled to work five (5) days in a week shall receive time and one-half (1.5x) pay for the first two (2) hours worked beyond eight (8) on a shift and double time (2x) thereafter.
- (c) Employees scheduled to work four (4) days in a week on ten (10) hour shifts shall receive time and one-half (1.5x) pay for the first two (2) hours worked beyond ten (10) and double time (2x) thereafter.
- (d) Employees who work on their day off or who work more than forty (40) hours in a work week shall receive time and one-half (1.5x) pay for hours worked up to ten (10) in a day or forty-eight (48) in a week and double time (2x) thereafter.
- (e) Overtime worked on a Statutory Holiday shall be paid at double time (2x) the employee's applicable base rate for all hours worked after their normal scheduled shift hours providing these exceed eight (8).

T2.06 Call-In Pay

In the event an employee is scheduled to work or called in to work and there is no work, the employee shall be entitled to four (4) hours minimum pay at regular base rates, should the employee begin work the employee shall be entitled to six (6) hours pay at their regular base rate.

ARTICLE T3 – LEAD HANDS

T3.01 Lead Hand Customer Service Agent Classifications

There shall be two (2) Lead Hand classifications recognized under this Section: Lead Hand Customer Service Agent (YVR) and Lead Hand Customer Service Agents (Call Centre/Ticket Agents).

There shall be no more than one (1) Lead Hand Customer Service Agent (YVR) and no more than three (3) Lead Hand Customer Service Agents (Call Centre/Ticket Agents).

There shall be lead hand specific shifts for lead hands. Lead Hand Customer Service Agents will bid on shifts separately from Customer Service Agents. Lead Hands shall not work Customer Service Agent shifts unless all available Customer Service Agents within the section have been offered the shift.

Wage rates shall be set for Lead Hands of two dollars (\$2.00) per hour above the classification rate.

Lead Hands positions shall be posted and may or may not be chosen from within the bargaining unit however first choice shall be given to those from within the bargaining unit. Lead hands shall be selected at the sole discretion of the Company however seniority shall be considered in making the selection.

ARTICLE T4 – SHIFT TRADES AND SHIFT GIVE-AWAYS

T4.01 Shift Trades and Shift Give-Aways

- (a) Shift trades can be made between two (2) members who already have assigned shifts, but the shifts must be of similar value in terms of hours whenever possible. Shifts cannot be traded with members who do not have assigned shifts.
- (b) Shift give-aways must be offered in seniority order to those employees with less than full-time hours wherever possible.
- (c) The Company and the Union will monitor the practices of shift trades and shift give-aways to ensure that any exceptions to the seniority rule are on a sporadic basis and possible and do not form a consistent pattern. The parties may mutually agree to restrict these practices in order to try to maximize hours to all employees in seniority order.

T4.02 Responsibility to Monitor

Shift trades and shift give-aways are the responsibility of the employees involved to

monitor however a Supervisor or Lead Hand must approve all shift trades and shift give-aways and make any applicable notes at the time to ensure that the provisions of T4.01 are followed.

ARTICLE T5 – SENIORITY

T5.01 Seniority

Company seniority will be established as of the hour and day an employee commences employment with the Company.

Classification seniority will be established as of the hour and day an employee takes a posting within a new classification in this Agreement.

Section seniority will be established based as of the hour and day an employee takes a posting within the Ticket Section.

ARTICLE T6 – LAY-OFF, RECALL, AND BUMPING

T6.01 Lay-Off and Recall

- (a) All lay-offs and recall from lay-off within this section shall be done in the following order:
- (i) Casual employees shall be laid off in inverse order of seniority within the classification first, then;
 - (ii) Part-time employees shall be laid off in inverse order of seniority within the classification next; then;
 - (iii) Employees holding a full-time position shall be laid off in inverse order of seniority last.
 - (iv) Recall shall be offered to laid off employees in order of seniority with full-time employees first, then part-time employees, and then to casual employees.
- (b) Part-time employees who are laid off may choose one of the following options:
- (i) Bump any junior full-time employee within their classification if they have more classification seniority, providing that the employee bumping into a full-time position is required to work on a full-time basis when such work is available; or
 - (ii) Bump any junior part-time employee within the section if they have more section seniority; or

- (iii) Accept the layoff and retain recall rights; or
- (iv) Accept the severance package as outline in Article G19.06.

Employees who are bumped under this clause shall have the same options and so on.

Part-time employees shall have five (5) days from the date of layoff notice to make a decision under this clause.

- (c) Full-time and part-time employee who are laid off will have recall rights in order of seniority for one (1) year.

ARTICLE T7 – CLOTHING AND UNIFORMS

T7.01 Cleaning Allowance

A cleaning allowance of one dollar (\$1.00) per shift shall be paid to all employees covered under this section.

T7.02 Dress Code

For the short term, the practise of a dress code will be maintained for employees working in the downtown call centre.

T7.03 Uniforms

Where an employee is required to wear specific articles of clothing, such clothing shall be selected in cooperative and productive consultation with the employees. The Company shall pay one hundred percent (100%) of the cost of any required clothing or replacement clothing articles and the costs of any necessary alterations.

ARTICLE T8 – CASH HANDLING

T8.01 Cash-outs

It is understood that ticketing duties and cash outs will be paid at applicable rates, however these duties should normally be completed during the scheduled shift. Employees who are required to perform a cash-out or ticketing duties shall not be required to perform any other duties at the same time.

ARTICLE T9 – MISCELLANEOUS

T9.01 Training

The Employer agrees to pay employees who successfully complete Employer-approved

work-related upgrading or training courses, including first aid, for all costs associated with such training including wages for actual time spent in training as well as a premium of one dollar (\$1.00) per hour to employees except Lead Hands who are assigned to train new employees for the time spent in such training. Lead hands shall normally conduct all training.

Where the Employer offers training, training will be offered by seniority to employees working within this section within the required classification.

T9.02 Calendar Months

For the purposes of wage increments and seniority, months shall be calculated by a calendar month.

ARTICLE T10 – TICKET & CUSTOMER SERVICE WAGE SCHEDULE

T10.01 Classifications and Wage Rates

Each employee shall receive either the wage rate contained within this wage schedule or their current rate, whichever is greater.

	Effective April 1, 2012	Effective April 1, 2013	Effective April 1, 2014
<u>Customer Service Agent</u>			(+3%) =
0 – 6 months	\$12.61	\$12.86	\$13.25
Thereafter	\$15.82	\$16.14	\$16.62
<u>YVR Customer Service Agent</u>			(+3%) =
0 – 6 months	\$12.61	\$12.86	\$13.25
Thereafter	\$15.82	\$16.14	\$16.62
<u>Senior Customer Service Agent</u>		(+2%) =	(+3%) =
Formerly known as Ticket Sales (Hired FT prior to 10/1/2002) - (inclusive of ticket sales premium)	\$17.04 plus \$1.00 ticket premium = \$18.04	\$17.38 plus \$1.00 ticket premium = \$18.38	\$17.90 plus \$1.00 ticket premium = \$18.90

Premiums

Ticket Sales	\$1.0per hour	Lead Hand	\$2.00 per hour
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SECTION V – LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1 – HIRING UNIFOR REFERRALS

Employees with the necessary skills, ability and qualifications from Wilson's or Greyhound and any other Unifor-certified companies who are displaced as a result of competition and/or operational changes initiated by Pacific Coach Lines shall be hired prior to any other external applicant if hiring of new employees is required within six (6) months of the changes.

Other Unifor referrals will be given first consideration ahead of other external applicants.

FOR THE COMPANY

Dennis Shikaze
President

Lynda Otnad
Human Resources Manager

Jon Gale
Consultant

FOR THE UNION

David Klassen
Bargaining Committee

Russ Lay
Bargaining Committee

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #2 – ASSIGNMENT OF WORK (RECALL DRIVERS)

The Parties agree to the following provisions with respect to the assignment of work for Recall Drivers.

1. Any Recall Driver that does not have assigned days off shall call in by 12:00 noon the day before any day in which he/she wishes to make themselves available for work for the next day. Drivers may also leave a standing proxy indicating their dates of availability and such a standing proxy will be considered the same as making themselves available for work on a daily basis.
2. When that Recall Driver calls, the dispatcher shall describe to the Driver all available work for the next day.
3. Such call shall not constitute a commitment to work the next day until the Driver confirms that he/she is indeed available for work the following day.
4. Any Driver that does want to work the next day shall commit by noon, or they shall be deemed to be unavailable.
5. Any Driver that does not call at all by 12:00 noon shall also be deemed unavailable.
6. Any Driver deemed unavailable pursuant to parts 4 and 5 above, shall not be able to claim for lost time.
7. Once a Driver commits, that Driver must work all assigned duties assigned pursuant to the Collective Agreement.
8. Dispatch shall assign all work using the Driver's standing proxy unless otherwise modified by the Driver's daily proxy.
9. After all Recall Drivers, who have contacted dispatch as outlined, have signed or been assigned work, remaining work will be offered to those drivers, in seniority, as per the Recall Provisions.
10. Article D18 shall apply to Recall Drivers for days off.

FOR THE COMPANY

Dennis Shikaze
President

Lynda Ottnad
Human Resources Manager

Jon Gale
Consultant

FOR THE UNION

David Klassen
Bargaining Committee

Russ Lay
Bargaining Committee

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #3 – ADDITIONAL CHARTER WORK RULES

The Parties agree that current article D19.06 (first paragraph), D19.06 (e), D19.08, D19.09, D19.10 and D19.13 are modified as a result of this Letter of Understanding. In the event of a conflict with these Articles and this Letter of Agreement, this Letter of Understanding will supersede.

1. Charter and charter sightseeing work (hotel pick-up and drops) shall be blocked to create the maximum number of eight (8) or ten (10) hour blocks with all remaining work blocked into the largest possible with a minimum of six (6) hours.
2. Charter work shall not be at the expense of the standby driver. The Company shall continue to assign charter work to drivers signing a standby, however the block must not be less than eight (8) hours. The signed eight (8) hour standby work block will be guaranteed the base rate of pay for eight (8) hours, even if the Company chooses to assign a charter to that position on the day of the shift.
3. Charter blocks may be a minimum of six (6) hours work, including ticket time.
 - (i) It is agreed that charters which are extended through no fault of the Company will result in actual time paid, however, any charter which cannot be reasonably completed within six (6) hours will be paid eight (8) hours or more.
 - (ii) All charter runs will be assigned finish times on the work order and drivers will be encouraged to note finish times for charters on their time sheets.
 - (iii) Drivers scheduled to work a charter run set for six (6) hours who believe that the run cannot be reasonably completed within six (6) hours should notify the dispatcher and a decision will be made on bumping the shift up from six (6) hours to eight (8) hours or more.
4. On cancellation of any piece of charter work, each driver affected shall revert to standby in their seniority for that day and shall be paid at the employee's applicable rate of pay for all work performed for a minimum of six (6) hours, or for actual hours worked when greater than six (6) hours. Drivers who sign for a six (6) hour charter block who are then asked by the Company to remain voluntarily working on standby will be compensated at the base rate of pay for all hours spent working as a standby driver from the moment they finish the charter portion of their shift. Overtime will be paid as per the applicable rules for standby drivers; that is, beginning after eight (8) hours of work.
5. When requested to work in excess of the assigned charter block, it shall be voluntary and the driver shall receive their applicable rate of pay for work performed with overtime provisions for work in excess of eight (8) hours (excluding charter work).
6. The Company shall ensure there are a minimum number of eight (8) or ten (10) hour blocks available on the Daily Work Board (including any duties) for each driver holding a full-time, year round position with assigned days off.
7. Drivers who have not had the opportunity to sign an eight (8) or ten (10) hour regular work

- block and have signed or been assigned a charter block of less than eight (8) hours, shall in seniority be offered any regular work block of eight (8) hours or more coming available after the board closing providing time allows for the dispatcher to make such change and recall drivers are available to cover the work. Once accepted the vacated charter block shall be offered to the next recall driver according to the recall provisions of the Agreement.
8. All charter and escorted tours including on days off shall be paid at the employee's applicable hourly charter wage rate for all hours worked and shall not accrue overtime pay. Except a driver called to work a charter on their scheduled day off shall be paid one and one half (1.5) times their applicable charter hourly wage for all hours worked.
 9. The following one (1) day charters will be capped at the maximum hours listed including pre and post trip and ticket time.
 - (i) Greater Victoria or CRD to Mt. Washington (school trip ski charters) and return – max hours paid sixteen (16) at the driver's applicable charter hourly wage rate.
 - (ii) Vancouver or GVRD to Whistler (school trip ski charters) – max hours paid thirteen (13) at the driver's applicable charter hourly wage rate.
 10. Charter work performed on a statutory holiday shall be paid at one and one half (1.5) times of the driver's applicable charter hourly rate for all hours worked.
 11. All charter blocks may include ticket time if work requirements permit and shall include travel time to and from pick-up/drop-off and pre and post trip inspections.
 12. All overnight [two (2) days or more] charters shall be signed as per article D19.05.
 13. Expenses incurred in the performance of Company business in the United States shall be reimbursed in the equivalent of US Funds.
 14. Upon completion of a charter, a driver may take the following day(s) off in lieu of regular day(s) off missed while on charter, providing they notify their intention to do so before departure on the charter and there are other drivers available to cover the work.
 15. In all cases when the hours are "capped" they shall realistically reflect the normal hours required to be worked. The "capped" hour shall be shown on the charter order. When these hours are shown to be not realistic, the Company and the Union agree to discuss the issue and any agreed adjustment shall be reflected and paid.
 16. In the event that an exclusive charter is added onto a driver's shift on the day of the shift, then the driver shall be paid at the base rate of pay at straight time and overtime rates shall not apply. A signed exclusive one-way cross-water charter will accrue into overtime if the return is a regular scheduled trip at the base rate of pay.

FOR THE COMPANY

Dennis Shikaze
President

Lynda Ottnad
Human Resources Manager

Jon Gale
Consultant

FOR THE UNION

David Klassen
Bargaining Committee

Russ Lay
Bargaining Committee

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #4 - RETIREMENT/RELIEF LIST

It is agreed between the parties that article G7.03 of the collective agreement will be modified and the following language will govern retirement and the use of a relief list at PCL:

- (a) Seniority will cease when the employee retires.
- (b) All employees who have retired as per the above may choose to remain working for the Company under the following conditions:
 - (i) A relief list will be established only for employees who wish to continue working past their retirement date or for former employees of Pacific Coach Lines who are rehired as per clause (c) of this letter.
 - (ii) Employees on the relief list will not have seniority with the Company and will not be able to exercise any rights to bid on work using the seniority provisions of the collective agreement.
 - (iii) Employees on the relief list will be offered work after all other eligible employees in the Company have been offered work. No employee will be denied the chance to work in favour of an employee on the relief list.
 - (iv) Work will be offered as per the above to current employees moving to the relief list based on their years of service with the Company as of their retirement date. Employees who are rehired as per clause (c) of this letter will be placed on the relief list and will be eligible for work in the order that they are rehired.
 - (v) Once a Driver on the relief list commits to be available for work for the following day, that Driver must work all assigned duties pursuant to the Collective Agreement.
 - (vi) Employees on the relief list will not be subject to the layoff and recall provisions of the collective agreement nor will they be forced to come in for a shift.
 - (vii) Employees on the relief list will be paid their applicable wage rate under this agreement according to their years of service with the Company as of their retirement date. These employees will not continue on the benefit plan and will instead be paid an additional ten percent (10%) above their hourly wage rate in lieu of benefits.
 - (viii) The Company may request a mandatory medical evaluation each year for such employees and the Company will pay for the cost of the evaluation.
 - (ix) An employee must notify the Company in writing by March 1st of each year that they are interested in working on the relief list to be eligible to work for the following year.
- (c) Former employees of PCL applying to join the relief list who have been retired for longer than eighteen (18) months will be subject to a rehire process as per the following:

- (i) Applicants may be asked to take a mandatory medical examination and will be reimbursed for the cost of this examination if they are rehired.
 - (ii) Applicants will be subject to an assessment process which is designed to evaluate their skill level and current knowledge of the Company.
 - (iii) Applicants may be asked to undertake some retraining which will be paid at the applicable rates as set out in the collective agreement.
 - (iv) The decision to rehire these applicants is at the discretion of the Company and it is understood that rehired employees will serve a probationary period of three (3) calendar months from the date of their rehire. The Company may terminate a probationary employee's service for unsatisfactory performance.
- (d) The use of employees from the relief list will not impact on the Company's regular hiring cycle.

FOR THE COMPANY

Dennis Shikaze
President

Lynda Ottnad
Human Resources Manager

Jon Gale
Consultant

FOR THE UNION

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Bargaining Committee

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Bargaining Committee

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #5 – WORK IN THE UNITED STATES

It is agreed that as the United States Department of Transportation (DOT) requires Pacific Coach Lines to perform drug testing on Drivers entering the United States, the following shall apply:

1. Fifteen (15) Drivers in Vancouver and seven (7) Drivers in Victoria will be asked to sign-up for a United States work list during the period from May 1 to Thanksgiving each year. This list will be known as the "Summer U.S. List".
2. Ten (10) Drivers in Vancouver and five (5) Drivers in Victoria will be asked to sign-up for a United States work list during the period from Thanksgiving to April 30 each year. This list will be known as the "Winter U.S. List".
3. Sign-up for each list will be voluntary, however if not enough Drivers sign up for each list, Drivers will be placed on the list in reverse order of seniority.
4. Sign-up sheets for each list will be posted at each depot at least (1) month prior to the beginning of each season for a period of thirty (30) days. Drivers who sign on to work in the United States within the period of posting will be placed on the list in order of their driver seniority. The U.S. List for each depot outlining the number of approved drivers will be posted at the conclusion of the sign-up period in each depot and these shall be the only drivers entitled to work in the United States during each season.
5. Drivers who sign-up for the Summer and/or Winter U.S. lists must remain on the list for the duration of that season. Drivers will be permitted to opt-out of the list if their seniority permits at the end of each season.
6. Only Drivers who are on a U.S. work list and who have met the applicable regulations governing this list will be permitted to sign up for work into the United States. Work into the United States will be offered to those eligible Drivers on a U.S. work list in seniority order as per the applicable rules for any other piece of work. All terms and conditions of the Collective Agreement will continue to apply.
7. Drivers who are on a U.S. work list must comply with all applicable regulations currently in force regarding entry into the United States. These Drivers will be required to comply with the Driver Check program which involves random drug screening. The Company will pay any costs associated with enrolment and/or continued enrolment in the Driver Check program for each Driver.
8. Drivers who are placed on a U.S. work list will be required to agree to adhere to a PCL Alcohol and Drug Use Policy once such a policy has been mutually agreed between the Company and the Union. The parties will work to reach a resolution on such a policy; if unable to reach a resolution, the parties will submit the dispute to a mutually agreed mediator/arbitrator who will issue binding recommendations if no agreement is reached.
9. Drivers who are placed on a U.S. work list without volunteering who have valid reasons related to difficulties crossing the border can approach the Company and the Union to discuss their concerns confidentially. An exemption may be granted for such a driver

- provided the reasons are substantiated. If the Union and the Company are unable to agree on an exemption, the dispute will be referred to a mutually agreed mediator/arbitrator for a binding resolution.
10. All Drivers who are enrolled in the Driver Check program shall be compensated at their regular rate of pay for one (1) hour when such testing takes place on a day where that Driver is working. Wherever possible, Drivers will not be scheduled for a test on a day off, however, where this is unavoidable, any Driver required to attend a test on a day off shall be compensated at four (4) hours at their applicable rate of pay. Selection of Drivers to take testing will be done only by the random program used by Driver Check and in no instance shall the Company select or single out Drivers on a U.S. work list to take a random drug test without just cause. The Union will be contacted if the Company feels that just cause exists to require a Driver not specifically named by Driver Check to take a random drug test and the Union retains the right to grieve such an order to take a test.
 11. The Employer agrees that under no circumstances and in no case shall a Driver be disciplined or discharged for any reason as a result of the outcome of a random drug test. Both parties acknowledge the sensitive nature of these tests and therefore agree that all information with respect to the tests shall be kept in the strictest confidence and any violation of this confidence shall be dealt with in the most serious manner.
 12. In the event that a Driver tests positive for drugs while enrolled in the Driver Check program, the Company and the Union will convene a meeting to determine if there are substance abuse issues that need to be dealt with in the context of a duty to accommodate. The Company agrees to make every effort to accommodate an employee with a substance abuse problem.
 13. In the event that a Driver tests positive for drugs while enrolled in the Driver Check program, they will not be permitted to re-enter the United States until they have successfully completed the Driver Check positive result program. The Company will pay all costs associated with rehabilitation under this program including the cost of any required follow-up tests.
 14. A Driver who tests positive under the Driver Check program will be permitted back on the road in Canada after they have returned a form from a mutually agreed ICBC / DOT approved physician clearing them to drive safely in Canada. The Driver shall pay for the cost of having this medical clearance form completed to a maximum of one hundred and fifty dollars (\$150.00).
 15. For greater certainty, the parties agree that, the only ramification that may flow from a failure to produce a negative drug test shall be that the Driver in question may be restricted from driving a motor vehicle for the Employer into the United States and shall be required to produce a physician's letter clearing them for work before they can continue to work in Canada. All other terms and conditions of the Collective Agreement will apply and the Drivers seniority or ability to bid on work in Canada will not be impacted in any way.
 16. The above agreement is subject to ratification by the members of the bargaining unit.

FOR THE COMPANY

Dennis Shikaze
President

Lynda Ottnad
Human Resources Manager

Jon Gale
Consultant

FOR THE UNION

David Klassen
Bargaining Committee

Russ Lay
Bargaining Committee

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

**LETTER OF UNDERSTANDING #6 – ERGONOMIC RISK ASSESSMENTS AND HAZARD
REDUCTION**

The Company agrees that it has adopted and will move forward with the fifteen (15) recommendations contained within the Ergonomic Analysis of Baggage Handling at Pacific Coach Lines developed by Judy Village & Associates dated July 2005 (ERA 2005 report). The Company will also agree to complete an ergonomic risk assessment on all jobs and areas not covered in the ERA 2005 report no later than April 1, 2007.

The Company will continue to work with the OH&S Health & Safety Committee to ensure that all recommendations of the ERA 2005 Report are implemented as soon as possible but no later than December 31, 2006, including but not limited to the following:

- (a) Any luggage and/or freight exceeding 22.7 kg (50lbs) will be either fork-lifted on to the bus in pallets or handled by at least two (2) employees who have been provided with proper training and equipment. No employees will be required or permitted to lift any oversize or overweight luggage or freight without proper assistance, equipment, and training. It will be the policy of the Company to strongly discourage any luggage and/or freight in excess of these weight amounts and to inform its individual and corporate clients of this policy.
- (b) Weigh scales and measuring frames will be installed and used without exception at all ticket counters, including YVR and at all cruise ship depots. Information on overweight and oversized luggage and freight limitations will be made available to all customers on all Company promotional material.
- (c) No employee shall be required or permitted to accept or move any luggage or package any distance which is not safe for the employee or employees to transport on a bus for the entire trip because the package is oversized, overweight, or improperly packaged.
- (d) No employee shall be required or permitted to move any luggage or freight more than four (4) or five (5) pieces per minute.
- (e) No employee shall be required or permitted to move any luggage and/or freight across the truck deck on board B.C. Ferries.
- (f) The Company will provide sufficient flat-bed freight dollies at a similar height to the bus deck (10") for use by employees. These dollies will be easy to manoeuvre with proper handholds and locking wheels. Freight will be stacked only to shoulder height and will not be moved up or down ramps. Hooks for loading and unloading the bus hold will be provided to all drivers.
- (g) Ergonomic training sessions will be provided to all current employees and all new employees on paid time at applicable rates. Refresher training will be scheduled as needed. The content of these courses will be as developed by Judy Village & Associates and the course will be delivered by at least one (1) Health & Safety Committee member from the Company and from the Union and will include but shall not be limited to:

- (i) The causes of musculoskeletal strains to the back and shoulder.
- (ii) Risk factors in the jobs when handling baggage and freight.
- (iii) Early signs and symptoms of musculoskeletal injury.
- (iv) What to do if early signs and symptoms are experienced.
- (v) Policies for baggage and freight-handling (i.e. weight limits, what to do with overweight items, motorized wheelchairs, etc.)
- (vi) Proper lifting techniques for minimizing strain to the back and shoulders. Exercises specific to the back and abdominal muscles designed to prevent and minimize risk of back injury.

FOR THE COMPANY

Dennis Shikaze
President

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National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #7 – BENEFITS (SANDRA MCROBERT)

It is agreed that the current practise allowing Sandra McRobert to opt-out of benefit coverage will be maintained. Ms. McRobert will receive a six percent (6%) premium for all hours worked in lieu of benefits and the applicable vacation time and payment based on her years of service as outlined in article G10.

Ms. McRobert will be entitled to sick leave as per the following:

Sick leave will be accumulated at the rate of one-half (1/2) day for each month in which she works a minimum of one hundred and fifty (150) hours to a maximum of three (3) days. After completion of three (3) years of full-time service, the maximum sick days shall be earned as above, to a maximum of six (6) days. Sick leave benefits shall be paid out as of the second (2nd) day, for each workday missed due to illness or accident unless weekly indemnity, long-term disability payments, or other insurance coverage applied. The Employer may request the employee to provide a doctor's certificate.

FOR THE COMPANY

FOR THE UNION

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President

David Klassen
Bargaining Committee

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Human Resources Manager

Russ Lay
Bargaining Committee

Jon Gale
Consultant

Mark Jamison
Bargaining Committee

Debra Paget
Bargaining Committee

Effie Smith
Bargaining Committee

Mark Mistic
Local 114 Representative

Gavin McGarrigle
National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #8 – SHIFT SCHEDULING IN TICKET AND CUSTOMER SERVICE SECTION

The Company recognizes that there are employees working in this section that have family responsibilities and that shift scheduling can significantly interfere with such family responsibilities and make transportation arrangements difficult. The Company will meet with the Union within ninety (90) days of ratification to discuss ways that the schedule(s) can be adjusted to accommodate legitimate concerns of the employees with respect to scheduling and any mutually agreed changes will be implemented as soon as possible. The parties commit to ongoing dialogue relating to shift scheduling in this section.

FOR THE COMPANY**FOR THE UNION**

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LETTER OF UNDERSTANDING #9 – RELIEF SUPPORT FOR TICKET AGENTS

The Company recognizes that there are times when the Ticket Agents become overwhelmed and require extra support and that absences also create a need for extra support. The Company will meet with the Union within one hundred and twenty (120) days of ratification to discuss reasonable methods to ensure that trained bargaining unit members are available to provide such support as needed.

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LETTER OF UNDERSTANDING #10 – WHISTLER DEPOT

It is agreed that there shall be a minimum of six (6) full-time permanent Drivers positions (and such positions shall be covered under the same protection as outlined in article D11.18) and no more than a maximum of seven (7) posted full time Driver positions at the Whistler Depot, however this number can be changed by mutual agreement. All other driving work relating to Whistler in any way shall be performed from the Vancouver Depot and there shall be no additional recall positions or driving work created or performed out of the Whistler Depot without mutual agreement.

The parties agree to meet under the provisions of Article G3.08 to discuss any issue that may arise concerning the opening of the Whistler Depot and to ensure that all work related to the depot including but not limited to drivers, ticket agents and dispatchers, will be done by bargaining unit members.

FOR THE COMPANY

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LETTER OF UNDERSTANDING #11 – PAID BARGAINING TIME

In recognition of the extensive negotiations required to negotiate this collective agreement, the Company will pay fifty percent (50%) of the lost wages and benefit costs for the five (5) members of the Union's Negotiating Committee for negotiations that occurred in 2012 and 2013. This Letter of Understanding shall expire once this payment has been paid and the collective agreement language under Article G2.13 shall remain.

FOR THE COMPANY

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Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #12 – SERVICE PERSON (WITHOUT LICENCE)

The Service Person (without license) classification shall be removed from the collective agreement.

The current employee holding the Service Person (without licence) classification shall be offered the training by the Company on paid time to achieve her Class 3 licence with air brake endorsement. If the employee is successful, she will be upgraded to a Service Person (with licence) position at the Service Person (with licence) rate of pay.

If she declines the training or is not successful, she shall be moved into the new Coach Cleaner classification with no negative change to her current duties, seniority, or rate of pay for the life of the collective agreement.

FOR THE COMPANY

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LETTER OF UNDERSTANDING #13 – DRUG CARD

The parties discussed instituting a drug card for employees covered under the benefit plan during this round of bargaining. The Company provided details of its current drug card policy to the Union in bargaining and in an email dated February 25, 2013.

The Union intends to undertake a review and comparison between the current plan without a drug card and the plan with a drug outlined during bargaining to determine if the plan with the drug card would be suitable for members of the bargaining unit.

The Company agrees to cooperate and provide all necessary information to facilitate that review and will institute the plan with a drug card if the Union so advises in writing no later than the first of the month after it has been so advised by the Union.

FOR THE COMPANY

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Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #14 – COACH CLEANING

The parties have discussed coach cleaning and have noted that the Service Person classification covers interior and exterior coach cleaning.

With that in mind, the parties agree that all work performed by Viking Cleaners cleaning the exterior and interior of any buses through facilities controlled by PCL shall be brought back into the bargaining unit by no later than October 1, 2013.

The current staff working at Viking Cleaners may be offered employment to perform this work at the Company's discretion and if so, they will be employed as a Coach Cleaner. If these persons accept employment with Pacific Coach Lines by October 1, 2013, they shall be hired into these positions without the need for job postings under Article G6 and no bumping shall occur from reductions in other positions within the bargaining unit. These persons from Viking Cleaners who accept employment by October 1, 2013 will be slotted into a seniority position based on their original date of hire at Viking Cleaners yet after the currently employed Service Person (without licence).

All currently employed General Helpers shall be deemed to be qualified for any future postings for a Coach Cleaner.

All positions related to cleaning the exterior and interior of any buses through facilities controlled by PCL after October 1, 2013 shall be posted and awarded in accordance with Article G6 and bumping rules shall apply again, if applicable.

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Signed in New Westminster, British Columbia this _____ day of _____, 2013.

LETTER OF UNDERSTANDING #15 – CROSS-WATER ADJUSTMENTS

It is understood that the Company and the Union have discussed the impact of the changes to Article D11.18 and the adjustments the Company intends to make to the cross-water service. The parties have agreed to new language moving forward and the language of this Letter of Understanding to deal with the adjustments required.

In addition, the parties have agreed to the following one-time provisions in order to allow for long service employees who have not already chosen early retirement to retire and in order to create more movement on the seniority list.

In accordance with the above, the following shall apply for the term of this collective agreement:

The Company shall offer four (4) retirement severance packages to drivers in the Victoria depot in seniority order and three (3) retirement severance packages to drivers and/or dispatchers in the Vancouver depot in seniority order based on the following calculation:

Drivers and/or Dispatchers who have not already chosen early retirement and who have five (5) or more years of seniority shall be eligible to accept a retirement severance package in seniority order to the maximum number of packages outlined above. These drivers shall have thirty (30) days past ratification to make a decision and notify the Company and the Union in writing of that decision. These drivers shall fully retire as of September 30 and shall receive a payment of twenty-eight thousand dollars (\$28,000). The retirement severance payment shall be paid based in equal payments spread over the pay period following the first of the month after retirement for a period of one (1) calendar year. If a Vancouver Dispatcher chooses to take a retirement severance package, the Company shall hire a replacement Dispatcher from among the current Drivers ranks, provided that applications are received from one or more of those Drivers.

Drivers who accept the retirement severance package shall have the Company pay one hundred percent (100%) of the premiums for benefit coverage for six (6) calendar months following the date of retirement (except for short term and long-term disability) and the Company shall pay the applicable Medical Services Plan (MSP) premiums for one (1) calendar year following the date of retirement.

Each employee may request that the retirement severance payment be deposited directly into their RRSP Plan without source deduction. The retirement severance payment will be payable regardless of whether or not the employee finds alternate employment. Employees who choose to take the retirement severance payment shall lose seniority and their employment shall be terminated.

The two (2) full-time dispatch positions in Victoria shall be guaranteed until February 28, 2014. If a Vancouver Dispatcher chooses to retire under the provisions of this Letter of Understanding, the replacement job shall be offered and awarded to the senior Victoria Dispatcher who applies before anyone else in the bargaining unit. These members shall be entitled to accept severance in a lump sum payment in the amount of seven thousand dollars (\$7,000) any time up until February 28, 2014 or at any time after that if their hours of work are reduced or their jobs are eliminated, unless they post for and are awarded a full-time Dispatcher job in Vancouver.

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National Representative

Signed in New Westminster, British Columbia this _____ day of _____, 2013.

SECTION VI – COLLECTIVE AGREEMENT SIGNATURES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives in British Columbia on this ____ day of _____, 2013.

FOR THE COMPANY

FOR THE UNION

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Signed in New Westminster, British Columbia this ____ day of _____, 2013.

SECTION VII – APPENDIX A (SUMMARY OF BENEFITS)

The summary of benefits as outlined in articles G8.01 and G8.07 (plans by Manulife are outlined below.)

PACIFIC COACH LINES UNION EMPLOYEES BENEFIT SUMMARY

Waiting Period	Nil.
Dependent Child	Up to age 21; or age 25 if a full-time student at college or university.
Eligibility	Please refer to the Collective Agreement: Eligibility for Benefits (G8.02)

HEALTH BENEFITS

Your provincial health plan covers most basic hospital and medical costs. Your supplementary health benefits cover additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital	80% coverage for private / semi-private accommodation.
Drug	80% coverage for drugs which legally require a prescription, excluding oral contraceptives.
Vision Care	80% coverage for eye glasses (lens, frames, contacts). Maximum benefit is \$500/2 years. *May be used towards laser eye surgery the year the expense is incurred. <ul style="list-style-type: none"> In addition: Eye exams = once every 2 years, a receipt greater than \$100 needs to be presented to the company for reimbursement
Out-of-Canada	100% coverage includes emergency treatment. Limited to \$1,000,000/lifetime. <ul style="list-style-type: none"> <u>Out-of-Canada Emergency Health Care</u> – Your group plan provides coverage for costs in excess of provincial MSP and includes an emergency travel assistance benefit.
Major Medical	80% coverage includes supplies and appliances. Hearing aids limited to \$400/5-yrs. child.
Hospital – Semi Private/Private	Hospital can bill insurer directly. Insurer name and policy number are shown on this card.
Private Nursing	80% coverage for in-home private duty nursing. Limited to a Maximum 30 days/year (in-hospital).
Paramedical	<ul style="list-style-type: none"> Coverage for Physiotherapists, Masseurs is limited to a combined maximum. Coverage for Speech therapists, Psychologists, Podiatrists, Acupuncture is limited to \$100/year per Coverage for Chiropractors, Naturopaths is limited to a combined maximum 250/year
Annual Deductible	\$50 per person (\$50 maximum per family). Deductible is not applicable to hospital or vision care.
Overall Maximum	\$1,000,000/lifetime.
Termination Age	Earlier of retirement or age 65.

DENTAL BENEFITS

Basic Services 80% coverage	For maintenance check-ups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery.
Major Restorative 50% coverage	For dentures, bridgework, and restorations.
Orthodontia 50% coverage	For orthodontic procedures. Covers children and adults.
Annual Deductible	Nil.
Overall Maximums	Basic: Unlimited. Major: Unlimited. Ortho: \$1000/life.
Dental Fee Guide	Payment based on Current Fee Guide for the Province of Residence.
Termination Age	Earlier of retirement or age 65.

DISABILITY BENEFITS

Short Term Disability	<p>Pays 75 % of earnings to a maximum of \$900/week.</p> <ul style="list-style-type: none"> • Benefits start on day 1 for accidents and day 4 for sickness, and continue up to 26 weeks. • Termination age: Earlier of retirement or age 65.
Canada Pension Plan	Pays a monthly income to the contributor plus a monthly income for each dependant child.
Quebec Pension Plan	Benefits start in the 4th month after the month of disability, and continue until age 65.
Long Term Disability	<p>Pays 50% of earnings to a maximum of \$3,000/month.</p> <ul style="list-style-type: none"> • Payments are offset by workers compensation and CPP/QPP Primary benefits. • Benefits start after 26 weeks of total disability and continue to age 65. • Evidence of insurability is required for amounts in excess of \$2,500/month. • When you first join the plan, pre-existing conditions are not covered in the first 12 months.
Definition of Disability	Based on duties of your “own occupation” for first 24 months of benefit

SURVIVOR BENEFITS

Basic Life Insurance	Flat \$80,000. <ul style="list-style-type: none"> • Age Reduction: Reduce by 50% at age 65. • Termination Age: Earlier of retirement or age 65.
Basic AD&D Insurance	Matches Life Benefit <ul style="list-style-type: none"> • Provides a benefit in the event of accidental death, dismemberment or paralysis due to an accident. • Termination age: Earlier of retirement or age 65.

GROUP INSURANCE CARD**PACIFIC COACH LINES, Classification A – Union Employees**

The new plan by Manulife and policy numbers are as follows:

POLICY NUMBERS

Manulife – Plan # 48533 Classification A

EAP – Resilience – Plan # G0048533

The Manulife plan outlined above shall provide the same minimum level of coverage and eligibility requirements as set out in the plans outlined below. In the event of a discrepancy, the Company shall be required to make the employee whole.

POLICY NUMBERS

Health Care	Pacific Blue Cross	E30103, 47597
Dental Care	Pacific Blue Cross	D30103, 47597
Short Term Disability	Great West Life	156023
Long Term Disability	Great West Life	156023
Life Insurance	Great West Life	156023
AD&D Insurance	Citadel Assurance	9220636