

COLLECTIVE AGREEMENT

Between

FIRSTBUS CANADA LTD.

AND

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



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PREAMBLE

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

ARTICLE 1 - BARGAINING AGENCY & RECOGNITION

1.01 Bargaining Recognition

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Company as described in the certification as issued by the Labour Relations Board of British Columbia. Properly accredited officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

1.02 Names and Addresses

The Union shall provide the Company with the names of its officers, representatives, job stewards and committee members.

1.03 Access to Company Premises

Officers and authorized representatives of the Union will have reasonable access to the Company's premises to conduct legitimate Union business during working hours.

ARTICLE 2 - UNION MEMBERSHIP

2.01 Membership

All bargaining unit employees shall, as a condition of continued employment, become members of the Union and maintain their membership in good standing.

2.02 New Employees

Each new bargaining unit employee shall become a member of the Union within fourteen (14) calendar days from the date of hire and shall remain thereafter a member of the Union in good standing as a condition of continued employment with the Company in any job classification covered by this Agreement.

2.03 Union Dues Check-off and Assessments

The Company shall deduct from the pay of each bargaining unit employee covered by this Agreement regular monthly dues or any assessments payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within twenty-one (21) calendar days from the pay period in which the deductions were made. All bargaining unit employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from their pay of any amount equal to the regular monthly dues payable to the Union as described above. Such-authorization forms shall be provided to the Company by the Union.

2.04 Dues to be on T4s

All Union initiation fees and dues deducted in the year shall be reported on the employee's T'4 forms for income tax purposes.

2.05 Union Bulletin Board

The Company shall provide space a bulletin board for the exclusive use of the Union.

2.06 Union Logo

Union members shall be entitled to wear a lapel pin displaying the Union logo. All vehicles that are leased and operated by the Company may have the Union insignia affixed to them.

ARTICLE 3 - MANAGEMENT OF THE WORK FORCE

3.01 Management Rights

Pursuant to the provisions of this Agreement, the management and control of the employees and the direction of working forces, including the right to plan, processing the kind and operation of machinery and equipment, the right to hire, suspend, maintain discipline and discharge for "just and reasonable cause", promote, demote, transfer, layoff, the right to introduce or improve service reliability are vested exclusively in the Company. In particular, the Company reserves the right to vary, change, add or eliminate runs. It is the Company's right

to design and provide the available work schedules consistent with the collective agreement.

3.02 Union to Cooperate With Company

The Union agrees that it will cooperate fully with the efforts of the Company to maintain or improve the skill, efficiency, ability and production of working forces, the quality of its service and the methods and facilities of production, and that it is the Union's responsibility to ensure the work schedule posted by the Company is signed by seniority within the time stipulated by the company subject to the provisions of this Agreement.

3.03 Access to Employee's Personnel Records

An employee and/or Union representative with the employees consent, shall have the right to be made aware of the employees personnel record upon giving twenty-four (24) hours notice to the Company.

3.04 Employees' Current Address

Employees shall keep the office informed, in writing, of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so that they may be readily located for recall. The Company shall provide a copy to the Union upon request.

ARTICLE 4 - BARGAINING UNIT WORK

4.01 Bargaining Unit Work

Supervisors and all other excluded employees and outside companies will not perform any work of the bargaining unit except in emergency situations beyond the control of the Company. In such an event, supervisors and/or other excluded employees may perform the work.

4.02 Contracting Out

Bargaining unit work shall not be contracted out. This Article does not apply to the Company's limited use of taxicabs for the purpose of supplementing service. The Company agrees that there will be no lay off as a result of the limited use of taxis. Work normally performed by maintenance mechanics in Vernon shall not be contracted out. (Work normally performed by mechanics does not include any warranty work or the contracting out of maintenance in Salmon Arm).

ARTICLE 5 - RULES & REGULATIONS

5.01 Company Rules and Regulations

All employees shall be governed by the rules and regulations established from time to time by the Company. Any changes to such rules and regulations must be in writing and posted in a conspicuous location for the information of the employees and annexed in the Employee Manual.

5.02 Employees Charged Traffic or Criminal Offense

If an employee is charged with a traffic violation and/or is charged for a criminal offence or assault while on duty as a result of carrying out operating procedures required by the Company, the Company will reimburse the employee for all reasonable legal costs and loss of pay. When the affected employee was required to be away from work, for any reason related to the investigation or charge, the Company shall pay the employee's wages and benefits continuously as though the employee had been at work, so the employee shall suffer no loss of wages or benefits during the investigation process only. The appeal process is exempt from this Article.

The employee must notify the Company within one week of the initiation of any litigation in order to receive reimbursement under this Article, and the Union and the Company are to agree on the choice of legal counsel.

ARTICLE 6 - NO DISCRIMINATION

6.01 No Discrimination

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

ARTICLE 7 - PICKET LINES

7.01 Legal Picket Lines

An employee shall not be penalized for refusing to cross a legal picket line as established by law or mutually agreed to by the Parties. If picket lines affect routing, alternative routing will be implemented as established by the Company.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 Definitions

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

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

If an employee or the Union has a grievance or a dispute with the Company, the Parties agree to the grievance procedure as follows. If the — Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position — on any future grievance.

8.02 Step 1

In Step 1 of the grievance procedure every effort shall be made to settle the complaint through informal discussions between the aggrieved employee and the employee's immediate supervisor. The employee shall be accompanied by a Job Steward. If the complaint is not resolved within seven (7) days of this discussion, the aggrieved employee and/or Job Steward may submit a formal written grievance to Step 2 of the grievance procedure.

Formal Grievance at Step 2

An employee who wishes to present a formal grievance at Step 2 of the grievance procedure must do so within fourteen (14) days of an answer to Step 1 of the grievance procedure.

8.03 Step 2

If the Parties are unable to resolve the complaint at Step 1, or if there is no response from the employee's immediate supervisor within seven (7) days of the Step 1 discussion, a formal grievance may be put in writing by the aggrieved employee and/or Job Steward and forwarded to the manager. The manager shall meet with the grievor and a Job Steward in an attempt to resolve the matter at this step. If there is no response by the manager within seven (7) days of this Step 2 meeting or if there is no mutually satisfactory settlement, the matter may be submitted to Step 3. Both the Company and the Union may have one (1) additional representative present at Step 3 meetings.

8.04 Step 3

If the problem is not satisfactorily settled under Step 2 above, the Union shall take up the question with senior management in writing within thirty (30) days of the response under Step 2. Management shall respond within seven (7) days.

NATIONAL REPRESENTATIVE

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

8.05 Policy Grievances and Grievances Involving Suspension or Discharge

All suspension and discharge grievances must be presented at Step 3 of the grievance procedure within seven (7) days of the dismissal or suspension. Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 3.

8.06 Arbitration

If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure. If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.

8.07 Single Arbitrator

Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall select a single arbitrator. Should the Parties be unable to agree upon an arbitrator within an additional seven (7) days, either Party may make application to the Minister of Labour to have an appointment made.

8.08 Decision of Arbitrator Binding

The decision of the arbitrator shall be final and binding, on the Parties and the Parties shall share equally in the fees and expenses of the arbitrator. Should either Party disagree as to the meaning of the arbitrator's decision, either may apply to the arbitrator to have the decision clarified. Nothing in this Article shall restrict either Party's right to appeal an arbitrator's decision pursuant to the provisions of the Labour Relations Code. In no event may the arbitrator amend or modify the collective agreement.

EXPEDITED PROCEDURE

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

The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.

The outcome will be binding on both parties.

The cost will be borne equally by the parties.

- (iv) The procedure cannot be used should an application for a Settlement Officer, under Article 87 of the Labour Relations Code, have been made by either party.

No legal counsel will be used by either party. The Union will use elected officers or Union representatives.

The number of cases to be heard at any given time will not exceed three (3).

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.

- (ix) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
 - (x) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
 - (xi) General rules of evidence will be waived except for the rule of "onus".
 - (xii) Procedure Guidelines
- 1) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
 - 2) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc.
 - 3) The Decision: If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the

parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case.

- 4) Arbitrators or Investigators shall be drawn from the following list:
Joan Gordon
Joy Bischoff

or such others as may be agreed by the parties and added to.

8.09 Time Limits for Grievances

The time limits established in this Article may be altered by mutual consent of the Parties.

ARTICLE 9 - PRESENCE OF A JOB STEWARD

9.01 Right to a Shop Steward

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

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

9:02 Paid Time for Stewards

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

9:03 Introduction to Shop Steward

Each new employee hired by the Company will, within the training period be introduced to the appropriate Shop Steward and the new employee and the Shop Steward shall receive 15 minutes pay at straight time rates.

ARTICLE 10 - EMPLOYEE RECORDS

10.01 Disciplinary Notation in Employee's Record

No disciplinary notation will be entered into an employee's record without the concerned employee and the Shop Steward being so advised in writing. Should the employee dispute any such entry into their personal file, they shall be entitled to recourse through the grievance procedure and the resolution thereof shall become part of the personal record.

10.02 Chief Shop Steward to be notified

Upon giving twenty-four (24) hours notice, all written complaints and all verbal complaints logged by the Company shall be open for inspection by the Chief Shop Steward.

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

10.03 Removal of Disciplinary Notations

All disciplinary notations shall be removed from an employee's personnel file after twelve (12) months except preventable accidents which remain on an employees file for a period of three (3) years, provided another written verbal warning or reprimand relating to the same or similar offence has not been given within that period.

10.04 Access to Employee's Personnel File

All employees shall have access to their personnel file upon twenty-four (24) hours notice to the Company at their respective property (i.e. Vernon or Salmon Arm).

ARTICLE 11 - PROBATIONARY PERIOD

11.01 Probationary Period

Each new employee shall be placed on probation for 480 hours of actual work or six months whichever comes first, excluding the training program. Casual employees promoted to a full time or regular part time position in the same classification shall be recognized for prior service and if they have completed 480 hours or six months whichever comes first in the same classification they will be deemed to have successfully completed their probationary period.

New full time or regular part time employees shall be eligible for benefits on the first of the month following assignment of the full time or part time position.

Casual employees who have successfully completed their probationary period and are promoted to full time or part time shall be eligible for full or part time benefits on the first of the month following assignment to full time or part time position.

Employees who are promoted to, or transfer to another classification and are on benefits shall retain their benefits and vacation entitlement earned according to their full time or regular part time seniority.

11.02 Termination of Probationary Employee

In the case of termination and where the probationary employee grieves, the Company will show that it acted reasonably in judging the employee unsuitable for permanent employment with the Company. This will include but not be limited to consideration of the employee's attitude, punctuality, ability to carry out responsibilities, communication and interaction with the public.

11.03 Only One Probationary Period

An employee shall not be required to serve more than one probationary period except if rehired after twelve months separation from the Company or the Company may waive the probationary period at their discretion.

11.04 Notice of New Hires and Termination

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

ARTICLE 12 – SENIORITY

12.01 Accrual of Seniority

There shall be 4 types of seniority; namely, Full time Company Seniority, Part time Company Seniority, Classification Seniority and Casual Seniority.

- (A) Full Time Company Seniority
Full-time Company Seniority shall be determined by an employee's first date of hire or promotion into a full-time position.
- (B) Part time seniority shall be determined by an employee's first date of hire or promotion into a part time position.

Classification Seniority shall be determined by the length of service within a classification as described in SECTION 15

(C) Casual Seniority

Casual Seniority shall be determined by date of hire for the purposes of applying for a full time position or a part time position. The Company agrees to post a seniority list of all casual employees in their respective classifications.

- (D) All full time employees shall have more seniority than part time or casuals. All part time employees shall have more seniority than casual employees.
- (E) Casual employees who have not performed any work for the company for hundred and eighty days consecutive days shall be deemed to be terminated unless absent with leave.

Effect on holidays and choice of work

- 1) It is agreed that seniority for holidays and choice of posted work is accepted by the Company as established by the Union. There shall be separate seniority lists for conventional-community full time, conventional-community part time, HandyDART full time, HandyDART part time, office, clerical and mechanical.
- 2) A list of starting dates of employees and date of hire for casual employees shall be provided to the Union.
- 3) Each employee may exercise his/her seniority within his/her own classification and location.
- 4) The Company will post seniority lists for each classification within five (5) working days of any changes.
- 5) Job vacancies shall be posted on bulletin boards for 10 consecutive days in order that employees may apply, except that the Company may temporarily assign an employee to the posted position before the posting expires and an appointment is made. Employees may leave a written standing application with the Company during periods of absence in excess of 10 days.
- 6) Provided an employee has the necessary qualifications and ability to perform the work required, selection shall be made in the following order, by full time seniority first, part time seniority second and date of hire casual seniority last. The Company shall provide up to 20 working days as a trial and training period. Should an employee return to their former classification at the end of the 20 day period it shall be at no loss of seniority. During the 20 day period the position vacated by the employee shall be filled by the part time or casual pool.

When a full time or part time employee moves from one classification to another he/she shall go to the bottom of the seniority list in his/her new classification, but will retain the seniority earned in their previous classification for layoff purposes. He/she shall retain their full-time or part time seniority for benefit purposes.

When a full time employee is laid off due to a lack of work they may, provided they have the necessary qualifications and have the ability, exercise their seniority to bump into part time. Part time employees who are laid off will revert to the top of the casual list. Part time laid off employees shall have the right to all work available to the casual list.

DEFINITIONS:

CONVENTIONAL - COMMUNITY BUS - HANDYDART

Full time employees are those employees who can sign an index of 37 hours or more per calendar week and for Vernon conventional, employees who can sign an index of 37 hours or more averaged over a 7 week period, shall receive all the full time benefits provided under this collective agreement.

The Company agrees that if an additional index of thirty seven (37) hours or more per calendar week (including mechanical inspection time, fueling and travel time) can be constructed, within a daily thirteen (13) hour spread, the Company shall construct same and post that index for sign up as a full time position. For Vernon conventional, this provision shall apply if an index can be constructed that provides an average 37 hours over a 7 week period.

The Company agrees that in its construction of full time indexes it will make every effort to construct indexes as close to 40 hours (including the average over a 7 week period) as possible before instituting shifts of a shorter duration.

Part time employees are those employees who can sign an index of twenty hours or more but less than 37 hours per calendar week and shall receive the benefits as provided for part time employees in this collective agreement.

Company agrees that if it can construct an index of 20 hours but less than 37 hours per week (including mechanical inspection time, fueling and travel time) the Company shall construct same and shall post that index for sign up as a part time position.

Casual employees shall be defined as employees who are provided work on a regular or irregular basis and due to insufficient operating hours cannot sign an index of less than 37 hours or more than 20 hours.

Casual employees shall accrue seniority for the purpose of promotion to full time or part time positions within the Company and shall be determined from the date of hire.

12.02 Salmon Arm and Vernon Seniority Lists

There will be a separate seniority list for Salmon arm employees and applied as provided in Article 12.

(a) Vernon

There shall be a separate seniority list for Vernon conventional – community full time, conventional - community part time.

There shall be a separate seniority list for Vernon HandyDART full time and HandyDART part time.

There shall be a separate seniority list for Vernon casual employees based on date of hire.

There shall be a separate seniority list in Salmon Arm and Vernon for clerical staff.

There shall be a separate seniority list for mechanics in Vernon.

12:03 Seniority Lists

Seniority lists shall be provided by the Company to the Shop Steward and shall be posted on the bulletin board every six (6) months. The lists shall contain the names of all members of the bargaining unit in order of their seniority showing name, classification and seniority date. The Company shall keep the seniority lists current and make them available to the Shop Steward upon reasonable request.

In the drafting of seniority lists, the Company shall ensure that all full time employees appear in their seniority before entering the names of part time and the date of hire for casuals. Once all full time employees names have been entered on the seniority list with full time start dates, part time start dates then casual employee's names shall appear on the list in seniority of their hire date.

12:04 Seniority List Errors

Protests in regard to seniority status of any employee must be submitted to the Shop Steward within forty-five (45) calendar days from the date each new seniority list is posted. If proof of errors are presented, such errors shall be corrected and agreed upon seniority shall be final. In the event that agreement cannot be reached between the Company and the Union, the grievance procedure shall apply.

12.05 Accumulation of Seniority

Employees shall continue to accumulate seniority for a maximum of one (1) year when they are absent from work due to layoff.

- (a) Employees shall continue to accumulate seniority when they are absent from work due to WCB, sickness, non-compensable injury, maternity leave, parental leave, compassionate leave, home care leave, union leave, jury duty or LOA's of less than three (3) months. However, the employee is required to provide the Company with the necessary medical information to substantiate their current status when they are absent due to WCB, sickness or non-compensable injury.

12.06 Loss of Seniority

Seniority shall be lost if an employee:

- is discharged for just and reasonable cause and not reinstated;
- voluntarily quits;
- is on lay-off for more than three hundred sixty-five (365) consecutive calendar days;
- is absent from work for more than three (3) consecutive working days without giving proper notification to the Company and without providing a reasonable excuse for such absence.

ARTICLE 13 - POSTING & FILLING VACANCIES & POSITIONS

13.01 Posting of Vacancies

- (a) Subject to the other provisions of this Agreement, vacancies in existing posted runs and newly created posted runs of a known duration will be posted for a period of ten (10) calendar days.
- (b) Part time drivers may on a seniority basis waive their regular signed index for any available assignment which exceeds their signed up index on a daily or week basis made available by Thursday noon for the next week provided it does not incur overtime.

13.02 Filling Job Vacancy

When Two or More Employees Apply:

When two or more employees apply for the same vacancy, preference shall be given to the most senior employee on the seniority list in the area where the vacancy occurs providing that within ten (10) working days they are able to demonstrate they have the skill and ability to perform the work. If two (2) or more employees have the same start date, a lottery system shall apply.

No Employee in Area Applies:

If no employee on the seniority list in the area where the vacancy occurs applies for the position, it shall be awarded to the most senior employee on the seniority

list in the other area, providing that within ten (10) working days they are able to demonstrate they have the skill and ability to perform the work. This employee shall be placed at the bottom of the seniority list; however, their length of service shall be recognized for the purposes of calculating vacation entitlement, benefits, etc.

Employees who are awarded vacancies pursuant to this article shall be subject to the provisions of Article 12.02 (b) and (c).

13.03 Creation of New Categories

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

ARTICLE 14 - LAYOFF AND RECALL

14.01 Layoff Notice

The Company shall give ten (10) working days notice, in writing, to any full time or part time employee who is to be laid off with a copy to the Union Office.

14.02 Layoff Procedure

Except as provided for in Article 14.03 (a) when it is necessary to reduce -- staff because of reduction of work, the Company shall lay-off in reverse order of full time and part time seniority, last on, first off. Casual employees shall be laid off before any full time or part time employee is laid off.

14.03 Bumping

- (a) In the event a layoff is required, more senior employees may elect to be placed on the recall list and the more junior employees will be required to work.
- (b) An employee who is laid off may elect to displace an employee with less seniority providing they possess the necessary requirements to perform the job or they may elect to be placed on - the recall list.

14.04 Bumping into Other Area

An employee who is laid off may only assume a position in the other area if a vacancy occurs and they make application as per the provisions of Article 13.03(b). However, they shall retain their recall rights at their home property.

14.05 Recall Order

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

14.06 Notice of Recall

Notice of recall to a posted run shall be given to an employee by telephone, or if unsuccessful, by courier or registered mail to the last known address of the employee registered with the Company. The letter of recall shall provide five (5) days notice plus the number of days required for normal mail delivery, as to the date the employee is required to be at work. Any employee who fails to report as directed in the notice of recall and fails to notify the Company with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall have their name removed from the recall list. It shall be the responsibility of the employees on the recall list to keep the Company informed of their current address and telephone number.

14.07 Termination of Service Contract

The Company shall provide a minimum of two months notice or pay in lieu to the employees in the event the company loses the service contract with BC Transit. Upon serving the above notice, the Union agrees that such notice shall have the same force and effect as a lay off notice to all employees.

ARTICLE 15 - JOB CLASSIFICATIONS & WAGES

		Start 40 hours or 6 months	6 months 960 hours	
1-Apr-08	Mechanic	\$26.85	\$28.35	
	Conventional Driver	\$20.11	\$21.61	
	Community Bus Driver	\$17.47	\$18.47	
	HandyDART Driver	\$17.47	\$18.47	
	Dispatcher	\$17.47	\$18.47	
	Clerk I	\$13.92	\$14.67	
	Clerk II	\$14.82	\$15.57	
1-Apr-09	Mechanic	\$28.27	\$29.77	

	Conventional Driver	\$20.76	\$22.26	
	Community Bus Driver	\$18.27	\$19.02	
	HandyDART Driver	\$18.27	\$19.02	
	Dispatcher	\$18.27	\$19.02	
	Clerk I	\$14.36	\$15.11	
	Clerk II	\$15.29	\$16.04	
1-Apr-10	Mechanic	\$29.46	\$30.96	
	Conventional Driver	\$21.43	\$22.93	
	Community Bus Driver	\$18.84	\$19.59	
	HandyDART Driver	\$18.84	\$19.59	
	Dispatcher	\$18.84	\$19.59	
	Clerk I	\$14.81	\$15.56	
	Clerk II	\$15.77	\$16.52	

1-Apr-08	Lead Hand Rate	Mechanic Salmon Arm	\$2.00 per hour for all regular hours to a maximum 40 hours/ week
	RRSP	\$0.95	For every hour worked for full time employees as defined in collective agreement.
		\$1.10	For every hour worked for full time mechanics

Employees at the top wage rate at the date of ratification of the collective agreement shall remain at the top rate and the percentage increase shall apply to the top rate.

15.01 Employees Required to Work in Higher Paying Classification

Employees required to perform work in a classification with a higher rate of pay shall receive the higher rate for all hours worked in the higher paying classification where that employee is fully qualified in the performance of the duties that they have been assigned, otherwise, they shall be paid their regular rate of pay.

15.02 Employees Required to Work in Lower Paying Classification

Employees required to perform work in a classification with a lower rate of pay shall receive their regular classification rate of pay. This does not apply to work that is posted for sign up that is composed of a mix of classifications in that case the rate paid will as per the classification mix. Example 4 hours conventional 4 hours community would be paid 4 hours at the conventional rate of pay and 4 hours at the community bus rate of pay.

15.03 Training Rate

The rate of pay for new employees while training, shall be sixty-five percent (65%) of the regular classification hourly rate. Upon completion of their training period, drivers shall receive the regular classification hourly rate.

15.04 Driver Trainer

The Employer shall appoint a driver trainer from within the bargaining unit who shall be paid an additional **\$1.50** per hour for all hours worked providing such training.

15.05 Pay Days

Employees shall be paid every second Thursday. If the Thursday falls on a holiday, payment shall be made the previous office work day.

ARTICLE 16 - EMPLOYEES BENEFITS

16.01 Company Contributions

Employees to Advise of Change of Address and Dependent Status:

To ensure continuity of benefits coverage employees will keep the Company advised of changes to family or dependent status.

- (a) The Company shall provide a Health and welfare Plan operated —and administered by Mohart Insurance that will provide for each full time employee:

- BC Medical Plan
- Extended Health and Drug Plan
- Life Insurance
- Dental Plans
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Long Term Disability

- (b) The Company shall provide a Health and welfare Plan operated and administered by Mohart Insurance that will provide for each part time employee who can sign an index of 20 or more hours but less than 37 hours per week.

- BC Medical Plan
- Extended Health and Drug Plan
- Dental Plans

Participation in the above noted plan^s, is mandatory for those as set out above,

The costs for the above noted plans shall be paid as follows:

Effective April 1, 2005	65% Employer 35% Employee
Effective April 1, 2006	80% Employer 20% Employee
Effective April 1, 2007	90% Employer 10% Employee

Any increase imposed on the above noted Health and Welfare plans shall be shared equally between the Employee and the Company.

- (e) EAP covering all employees shall be implemented within a month of ratification of the collective agreement.
- (f) An employee absent on WCB shall have their benefit premiums paid by the Employer for twelve (12) months.
- (g) An employee absent due to non occupational sickness or injury shall have their benefit premiums paid by the Employer for a period not exceeding twelve (12) months.

16.02 Employees over 65

Employees over the age of 65 shall be limited to the benefit plans as limited by CHIPs and shall be eligible for sick pay and RRSP benefits.

16.03 Sick Day Bank

- (a) Each full-time employee shall have ninety-six (96) hours credited to their sick day bank for use during the year for days not covered by the their Health and Welfare Plan or for family emergencies, medical and appointments.

At year end, unused Sick Day Bank hours for full time employees will be deposited to each employee's RRSP account. This credit will be paid by the first pay period of February of the following year.

If an employee terminates their employment prior to the end of the year, their sick day bank will be pro-rated on the basis of the number of months worked in the year. Sick days taken in excess shall be pro-rated number will be reimbursed to the Company.

Employees promoted to full time positions shall accrue sick days at the rate of 8 hours per month calculated from the month they are promoted.

Full time employees who sign a part time shift shall have their sick time prorated for the length of time spent in the full time position.

- (e) A full time employee who has lost time for any reason exceeding twenty (20) working days shall have their sick time pro rated.

16.04 Injury Pay Provisions

If an employee is injured on the job during working hours and is physically or mentally unable to complete his/her shift and who is required to leave for treatment, or who is sent home for such injury, shall receive payment for the remainder of the scheduled shift and such time shall not be deducted from the sick day bank provided the employee seeks appropriate medical attention and provides documentation to the Company.

ARTICLE 17 - TRANSIT PASS

17.01 Transit Pass

The Company and the Municipality shall provide at no cost to each retired employee and to each current employee and one member of the employees family, a transit pass for use on the transit system. Any abuse of the pass may lead to disciplinary action.

ARTICLE 18 - UNIFORMS, WORK CLOTHING, TOOLS, ETC.

18.01 Company to Provide Uniforms

The Company and the Union will cooperate in ensuring a high standard of appearance among drivers. The Company shall discuss with the Union any changes in the type and quality of uniforms in advance of any changes. The Company will provide at no cost the following uniforms items:

- 2 pairs of properly sized slacks
- 2 pairs of properly sized shorts
- 4 shirts annually (long or short sleeve)
- 1 summer weight jacket every1 winter weight jacket
- 1 sweater annually, (choice of long-sleeve or vest)
- 1 tie
- 1 hat

Replacement will be provided based on proof of need.

The Company must first approve any alterations to the uniform.

The Company will not be liable for any tailoring for personal preference.

Any errors in ordering or flaws in uniform must be reported to the Company within two weeks of receiving the uniform item.

Winter jackets should include reflective material for safety reasons.

18.02 Uniform Cleaning

Uniform allowance shall be paid at the rate of \$10.00 per month provided an employee works a minimum of one day per week.

18.03 Coveralls and Outdoor Clothing

The Company will supply, maintain and clean coveralls for each shop employee and provide appropriate waterproof clothing for employees required to work outdoors.

18.04 Safety Shoes

Shop employees will be reimbursed upon presentation of a receipt an amount not exceeding one hundred dollars (100.00) per calendar year for the purchase of safety shoes.

18.05 Tool Replacement

The Company shall replace tools as required and shall provide tool insurance to cover actual replacement cost of tools and tool boxes for mechanics. Any deductible amount shall be paid by the Company. To be eligible for coverage each employee must submit an inventory of tools which will be updated from time to time.

ARTICLE 19 - HOURS OF WORK

19.01 Hours of Work

- (A) All regular runs operated by the Company in Vernon and district area, Salmon Arm and district area will be posted for bid at least three (3) weeks prior to the start date, A new sign-up shall take place approximately every 4 months in accordance with the sign-up schedule that the Company presents to the Union at the beginning of December for the following year. The sign-ups shall, where possible, end in conjunction with the end of a pay period. The Company shall consult with the Union before the sign-up schedule is finalized. In the event of a revision instituted by a party other than the Company, the Company will have 2 weeks after the implementation to make changes to the indexes and, at the request of the Union, start a new sign-up, provided that the change(s) affect the start and/or finish time of at least 5% of the indexes and a maximum of 30 minutes. In the event that there is a change in operating runs due to a revision mandated by BC Transit or the City, a new sign up will be presented to the Union at any time for a two week period prior to a new sign up which shall be completed within an additional 2 weeks.

(B) SHEET COMMITTEE

The Company shall give the sign-up to the sheet committee, so that it can be posted, 2 weeks before implementation. The Union guarantees to provide the completed sign-up to the Company by 15:00 hrs on the Friday which is 8 days before the scheduled implementation date. The Union shall assign sign up times and will sign employees who have not signed themselves by their posted time. The company shall pay up to two members reasonable time to review the proposed indexes, if any changes are made to the indexes, and further the Company shall pay up to eight (8) hours for the Union to conduct a sign up in Vernon and the Company shall pay up to four hours to conduct the sign up in Salmon Arm.

(C) CHOOSING OF WORK

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

(d) Casual employees work shall be allocated on a rotation basis as per the company's posted procedures. The company agrees that Harold Young on Vernon conventional-community, Darren Teichroeb on Vernon HandyDART shall be red circled and they may choose from all available work in their classification on a date of hire seniority basis. In Salmon Arm the company agrees that Don Cruickshank and one other position to be named after the sign up shall be red circled and they may choose from all available work on a seniority date of hire basis. Cyril Cooper's current shift of less than 37 hours but more than 35 hours shall be red circled for the purposes of being defined as a full time index.

(e) The Company and the Union agree to review the rotation of spare work amongst the casuals on an annual basis to a view to revisit designation of red circling specific employees in Vernon and Salmon Arm.

(D) POSTING OF SHEETS

The Company agrees that the available full time and part time indexes posted for sign up shall detail the start and finish times, the daily pay and all the routes comprising that index.

(E) SIGNED INDEX

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

19.02 Inclement Weather

When any portion of an employees work is cancelled because of inclement weather, the employee will be paid for all assigned hours for that day.

19.03 Lack of Equipment

When any portion of an employees work is cancelled due to equipment breakdown or lack of equipment, the employee will be paid for all assigned hours for that day.

19.04 Completion of Accident/Incident Reports

Employees required to complete an accident or incident report outside of normal working hours, as a result of an accident or incident occurring during working hours, shall be paid thirty (30) minutes at straight time rates for each report. These reports must be submitted to the Vernon office within twenty-four (24) hours.

19.05 Delays as a Result of Accident or Incident

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

19.06 Call-ins

An employee called in outside of regular working hours shall be paid a minimum of two (2) hours pay at the regular straight-time hourly rate.

ARTICLE 20 - OVERTIME

20.01 Overtime Offered in Order of Seniority and Shall be Voluntary

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

Work on New Year's Eve

All special work on New Years Eve will be paid at double time (200%).

20.02 Calculation for the Payment of Overtime

Overtime premiums shall be paid for all hours in excess of an employee's regular scheduled shift and for Vernon compressed work schedules overtime shall be for any hours that exceed 276 hours over a 7 week period. Overtime shall be paid at 150% of the regular straight-time rate.

An employee's regular shift shall be defined as follows:

8 hour day (40 hour week employee)
40 hours per week (40 hour week employee)

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Statutory Holidays

The Company shall observe the following days as Statutory Holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
Easter Monday	

and any other day proclaimed by the Federal or Provincial Government as a Statutory Holiday.

21.02 Entitlement to a Statutory Holiday Pay

Entitlement to a statutory holiday and statutory holiday pay shall be pursuant to the Employment Standards Act. to a maximum of 8 hours pay per named day, except where it is an employee's day to work and he/she is absent without leave. An employee who returns to work after an approved leave of absence and prior to the statutory holiday shall have the compensable time counted as time worked for the purpose of calculating the previous 15 working days out of thirty. Employees working a compressed work week shall have the opportunity to work make up hours within three pay periods where the statutory holiday falls on their regular work day. The employee must choose a piece of work that most closely matches the time lost. The request must be made in writing on a form provided by the company. Overtime rates shall not apply to any make up time.

21.03 Work on a Statutory Holiday

All work performed on a Statutory Holiday shall be paid at the rate of one hundred fifty percent (150%) for work up to 12 hours and 200% for any additional plus the employee shall receive an alternate day off with pay at a mutually agreeable time.

21.04 Statutory Holiday Falling on an Employee's Holiday or Scheduled Time Off

Where the Statutory Holiday falls during an employee's annual vacation or scheduled day off an alternate day off with pay shall optionally be granted in lieu of the Statutory Holiday.

21.05 Statutory Holiday Pay

An eligible employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An eligible employee who has worked irregular hours on at least 15 of the 30 calendar day prior to the statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the 30-day period (excluding overtime) by the number of days worked.

Employees who have been absent from work due to compensable sickness or compensable injury and who return to work prior to the Statutory Holiday, shall have that Statutory Holiday off.

Those compensable days of sickness or injury shall be counted as "days worked" in the calculation of the Statutory Holiday Pay.

ARTICLE 22 - ANNUAL VACATION

22.01 Definitions

"Year" shall mean fiscal year (April 1 to March 31); "day" shall mean working days; "service" shall mean accredited service with the Company.

22.02 Vacation Entitlement

- (a) Full time employees who complete the years of service shown under column (1) shall be entitled to the corresponding number of days of annual vacation with pay as shown in column (2) to be taken during that year and subsequent years.

COLUMN 1

1 Year to 3 years service
4 years to 9 years service
10 years to 14 years
15 years to 25 years
26 years or more

COLUMN 2

10 days (80 hours)
15 days (120 hours)
20 days (160 hours)
25 days (200 hours)
30 days (240 hours)

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

A full time employee who has lost time for any reason exceeding twenty (20) working days shall have their vacation pro rated.

- (b) The Company shall provide vacation request forms to each employee on January 2 in each calendar year. Employees will list their first, second and third choice for the period March 1 thru to February 28 of the following year and return the form to the Company no later than February 28 in each calendar year.

The Company shall grant a minimum of one employee in each classification vacation time by seniority for the time specified during prime time (July and August) a minimum of two conventional employees shall be granted vacation in prime time by seniority. Employees shall be limited to two consecutive weeks in July and August unless otherwise mutually agreed.

The Company shall approve requested vacation no later than March 15 by posting the approved vacation planner. Employees who do not request vacation in the annual vacation window will have vacation time approved on a first come first serve basis.

22.03 Vacation Earned

An employee shall earn his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may take his/her annual vacation anytime during that calendar year. However, an employee is not entitled to take a vacation until he/she has completed six (6) months continuous service.

22.04 Payment for Vacation

Payment for annual vacation for full time employees will be based upon one of two calculations, whichever yields the greater amount:

- the straight-time wage rate of the employees regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation; or
- the employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the employee's vacation entitlement, i.e. 4%, 6%, 8% , 10%, 12%.

If necessary, adjustment of vacation pay will be made by the year end to ensure that each employee received the greater amount of vacation pay from application of either the going rate (a) or percentage calculations (b) above.

22.05 Vacation Pay

Employees upon request made at least two weeks prior to their vacation shall receive their vacation accrual.

22.06 Vacation Pay Upon Termination

Any employee who terminates their employment with the Company shall receive vacation pay based on their percentage accrual.

22.07 Part-Time Employees

Annual vacation entitlement for part-time and casual employees shall be in compliance with the Employment Standards Act.

Part time employees shall receive holiday pay at the rate of 6% in their 4th to 9th year of service, 8% in the 10th to 14th year of service and 10% after the 15th year of service.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

23.01 Company to Consider Suggestions

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

23.02 Occupational Health and Safety Committee

A joint health and safety Committee shall be established in accordance with the Occupational health and safety regulations. The Committee, who shall consist of two (2) representatives chosen by the Union and not more than two (2) representatives of the Company, shall meet monthly to make recommendations on safe work practices and to carry out inspections and review all accidents and near misses. Minutes shall be kept and posted in a conspicuous place with a copy forwarded to the Local Union office. The committee members shall be compensated at their classification regular rate of pay for all time spent.

23.03 Inspection Cards

The Company shall make available to any Safety Committee Representative all Daily Inspection Cards and will allow the Safety Committee Representative to copy any card and follow up on any repairs or maintenance that was performed on a vehicle to ensure it is in safe running order.

23.04 Right to Refuse Work

No employee may be discharged, suspended, disciplined, or otherwise penalized for refusing to perform unsafe work or operate any equipment. Employees must first report the condition to their supervisor who shall immediately investigate the matter and resolve the issue. Should the issue remain unresolved and investigation will occur involving a member of the Union health and safety committee. Should the matter remain unresolved an occupational health and safety officer shall be notified who will take the appropriate action. No member shall be required to perform the work or operate any equipment during the period of refusal. There shall be no loss of earnings or benefits during the period of refusal.

23.05 Health and Safety Training

- (a) The Company shall pay for up to two days lost time for two health and safety members to attend the CAW annual Health and Safety Training course annually.
- (b) The Company agrees to contribute \$1,200 per year to the CAW Paid Education Leave Program, 205 Placer Court, North York, Ontario M2H 3H9.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 General Leave

- (a) A leave of absence in excess of fourteen (14) days for a period of up to one (1) year shall be granted upon agreement between the Company and the Union.

Such request shall be in writing and leave shall be without pay or loss of seniority. Leaves of a duration of less than fourteen (14) days, do not require prior approval of the Union.

- (b) Any employee on an LOA granted over twenty (20) working days shall be responsible for fringe benefit costs from the first (1st) of the month following the twenty working day leave unless otherwise specified in the Collective Agreement until their return. In addition employees shall have their vacation pay and sick pay entitlement pro rated.

24.02 Leaves of Absence for Union Business

- (a) Without Pay

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted. Such leaves of absence shall not be unreasonably denied by the Company. The Union will limit the number of employees on leave of absence for Union business to a maximum of two (2)

at any one time, however, this number may be increased or decreased by mutual agreement between the Parties. Employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated; employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment; employees called by the Union to appear as witnesses before a hearing involving the Company; employees elected or appointed to the Unions bargaining committee; employees elected or appointed to full-time positions within the Union will be granted a leave of absence for Union business to a maximum of three (3) years. Such leave may be extended if the employee is re-elected to a full-time position.

With Pay

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

- to attend meetings at the request of the Company.

Job Stewards will be granted reasonable time off to handle grievances and complaints and attend meetings with the Company.

Administration of Union Leaves of Absence:

Employees on leaves of absence with pay for Union business as provided for by Article 24.02(b) shall continue to receive their normal rate of pay.

Benefits while on Union Leave:

Should a leave of absence for Union business exceed thirty (30) consecutive calendar days, the Company shall bill the Union for the Company's share of the cost of the employees benefit package.

24.03 Compassionate Leave

In the event of the death of an immediate family member, an employee shall be granted a leave of absence of up to three (3) days compassionate leave without loss of pay or benefits in order to make family arrangements, attend the funeral, etc.

Compassionate leave will not be paid for days the employee would not normally be at work or for days on which the employee is on vacation, sick leave, WCB benefits or other leave of absence.

Notification of Death While Working:

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

Definition of Immediate Family "Immediate family" shall be limited to include spouse; (common-law or same sex partner), son, daughter, sister, brother, mother, father, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild or adopted child.

24.04 Maternity Leave, Parental Leave and Adoption Leave

Maternity leave, adoption leave and parental leave without loss of seniority shall be granted as per the provisions of the Employment Standards Act to employees who have completed their probationary period.

Company to Maintain Coverage:

The Company shall maintain coverage for medical, extended health, dental and group life insurance for employees granted leave under Article 24.04.1 and shall pay the Company's portion of these premiums providing the employee returns to work.

Additional Leave:

Additional maternity, parental or adoption leave may be requested as per the provisions of Article 24.01, however, the employee must pay both the Company's and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.

Illness Arising Due to Pregnancy:

Illness arising due to pregnancy during employment and prior to the leave of absence shall be covered by the benefit plans the same as any other illness.

24.05 Jury and Witness Duty

The Company shall grant a leave of absence without loss of seniority or benefits to any employee who is required to report for jury selection, for jury duty, or subpoenaed as a witness. The Company shall pay the employee the difference between regular earnings the employee would have earned and any payment received. The employee must present proof of service and the amount of payment, if any, received for such services.

Such leave shall also be granted to an employee who is required to appear as a witness as a result of any work-related incident.

When the employee is required to report as a juror or witness, the leave shall include reasonable time prior to the time for reporting. Except as otherwise

provided, the employee shall report back to work the day after being released or excused by the Court from the jury or witness duty.

When the employee is required to serve as a juror or witness on one or more of the employees scheduled days off, the employee, upon request, shall be granted a leave of absence for up to an equivalent number of days off immediately, and consecutively, following the completion of the jury or witness duty.

24.06 Drivers Licence Suspension

Employees may be granted an unpaid leave of absence as a result of the temporary suspension of their drivers licence. The conditions under which this provision applies are as follows:

(a) Must be an employee with a minimum of twenty four (24) months service. The incident resulting in the suspension will be non-job related.

If approved, the leave of absence will be granted to an employee on a "one time only" basis for a maximum of twelve (12) months.

The employee will be responsible for both the Employee & the Company portion of medical, extended health, dental, and group life Insurance premiums during this period (if the employee chooses to maintain his/her benefit coverage).

24.07 Emergency Leave

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

ARTICLE 25 - WORKPLACE HARASSMENT

25.01 Requirement of the Employer

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

Any allegations of harassment involving employees of the Company will be dealt with through this Article.

25.02 Confidentiality

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

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

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

25.03 Workplace Harassment Defined

Workplace harassment is defined as:

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

25.04 Discrimination Defined

British Columbia Human Rights Act discrimination is categorized into:

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

25.05 Incidents and Occurrences

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

25.06 Types of Harassment

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

- verbal or physical abuse
- derogatory remarks
- display of pornographic or offensive materials
- unwelcome invitations or requests
- innuendos or taunts about a person's body or beliefs
- unnecessary physical contact
- threats
- leering
- outright physical assault
- intimidation
- practical jokes that cause awkwardness or embarrassment
- retaliation against an individual who has filed a complaint of harassment

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

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

25.07 Perceived Harassment

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

25.08 Sexual Harassment

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

- sexual advances
- request for sexual favors
- other verbal or physical contact by a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

25.09 Improper Condition on Employment

Improper condition on employment is when the comment or conduct:

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

25.10 Workplace Harassment Advisors

The Company and the Union agree to appoint two (2) individuals to serve as Workplace Harassment Advisors. These individuals will receive company-funded training on:

- the issue of harassment;
- harassment policy and procedure;
- their role as harassment advisors.

25.11 Role of the Advisors

The role of the advisors is to:

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

25.12 Complaint and Investigation Procedure

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

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

The complaint process, once initiated, will be expedited as quickly as possible.

25.13 Guidelines to Complaints

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

Complainants are encouraged to make known to the alleged respondent(s) that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behaviour, the complainants should continue through the process.

If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly, this step may be skipped.

25.14 Informal Complaint Process

At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a representative.

The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are to:

- discuss the concern directly with the respondent;
- discuss the concern directly with the respondent with the assistance of the Advisor;
- request that an Advisor meet with the respondent and discuss the complaint;
- request that a third party be appointed to assist in the complaint;
- request a formal review;
- initiate a grievance.

If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the Company, will be given to the complainant and respondent only.

If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

25.15 Third Party Involvement

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

25.16 Formal Review

A request for a formal review must be submitted in writing to the Company. If a request for a formal review is received that involves a bargaining unit member(s), designated representatives of the bargaining will be advised in writing. Once a formal review is requested the Company will investigate and submit a report including recommendations to the Union. The Company will interview the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case. Each party will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the Company, with recommended resolutions, to the Union. The Company will advise the complainant and the respondent of the final resolution.

25.17 Formal Review Resolution

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

25.18 Appeal Procedure

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

25.19 Record of Complaints

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

25.20 Vexatious Complaints

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

25.21 Retaliation

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

ARTICLE 26 - DURATION

26.01 Duration

This Agreement shall be effective from April 1, 2008 and remain in effect until March 31, 2011 and thereafter from year to year unless notice of intent to terminate or amend the Agreement is given by one Party to the other in writing within the four (4) month period prior to the termination date.

26.02 Agreement to Continue

During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- the Union commences a legal strike; or
- the Company commences a legal lockout; or
- the Parties enter into a new or further Agreement.

26.03 No Changes During Continuation Period

During the continuation period provided above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment which would be inconsistent with the express terms of this Agreement.

26.04 Sections 50(2) and 50(3)

By agreement of the Parties hereto the provisions of Section 50(2) and 50(3) of the Labour Relations Code are specifically excluded.

ARTICLE 27 - TERMS AND DEFINITIONS

These terms and definitions do not preclude an employee from working in different classifications

27.01 Conventional – Community Drivers

Employees driving on fixed routes within Vernon and Coldstream, transporting all persons boarding buses at designated Bus Stops.

27.02 HandyDART and Community Drivers

Employees driving HandyDART and community routes in Vernon and Salmon Arm and surrounding districts.

27.03 Dispatcher

Employees qualified in the dispatch software used to schedule the various HandyDART runs, and, schedules incoming requests for HandyDART service and dispatches same accordingly, 8 hours per day, Monday through Friday.

The Dispatch position may be shared with a Driver position.

27.04 Maintenance Mechanic

Employees who are Qualified Mechanics in the maintenance of all transit vehicles, and, works at maintaining all Company transit vehicles to B.C. Transit specifications, 8 hours per day, Monday through Friday. However, the maintenance employee can also be used as a spare driver.

27.05 HandyDART Transit

Non-fixed routes within Vernon and Coldstream, transporting clients who have qualified for HandyDART service.

27.06 Community

Flexible and fixed routes connecting regional communities to Vernon and Salmon Arm, transporting all persons boarding buses at designated Bus Stops and safe flagging locations and off route as the timetable allows.

27.07 Posted Index

Any combination of runs of varying duration of 37 hours or more a week for full time and any combination of runs for part time of more than 20 hours per week but less than 37 hours per week posted for sign up as per the collective agreement.

27.08 Date of Hire

The original date upon which continuous employment commenced with the Company.

27.09 Health & Welfare Plan

A benefit package available to all eligible Employees that ensures sufficient coverage of Life Insurance, Weekly Indemnity, Long-term Disability, Extended Health Benefits, and a Dental Plan which includes Basic, Major, and Orthodontics.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

FIRST BUS CANADA LTD.

Alvin Zaharko

John Peck

ON BEHALF OF THE UNION:

CANADIAN AUTO WORKERS
LOCAL 114

Denise Kellahan

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 1

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Traffic Violations Not Due to Employee Conduct

On occasion an employee driving a Company vehicle will be cited for a traffic violation, the reason for which can be traced to the vehicle, rather than any culpable conduct by the employee. Examples of this might be driving a vehicle which does not display a Preventative Maintenance sticker, or being found guilty of speeding when the vehicles speedometer read within the speed limit.

The Company will accept financial responsibility in those cases where it determines that the cause of the violation was due to the vehicle and not due to any culpable conduct on the part of the employee.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 2

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Make up for Statutory Holiday Pay Adjustment

Employees on a compressed work week whose regular day of work fell on a Stat during the period August 1, 2007 to March 31, 2008 may apply for make up time to be worked over the six month period April 1, 2008 to September 30 2008 and shall be worked at straight time.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 3

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Application of Article 4.01

The Parties agree that washing the exterior and scrubbing the interior of buses will not be considered to be bargaining unit work and the performance of such work by non-union personnel shall not be considered a violation of Article 4.01 of the Collective Agreement.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 4

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Mechanics (Dave Cummings Seniority)

The Parties agree that Dave Cummings is a full-time mechanic and that he may work as a spare driver.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 5

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Guaranteed Forty Hours (Dave Cummings)

The Parties agree that Dave Cummings will receive full time pay and will be guaranteed forty hours per week as a mechanic first or as an emergency driver.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 6

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Overtime, Part time, Casual Drivers

Overtime is not paid to any part time or casual driver unless they work more than forty (40) hours in a week, regardless of any nine (9), eleven (11) or twelve (12) hour run assignments that they may cover.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

LETTER OF UNDERSTANDING # 7

Between

First Bus Canada Ltd.

And

CAW Canada Local 114

Re: Administrative Assistant

It is agreed that the Administrative Assistant's duties as they are being performed do not constitute bargaining unit work. It is further agreed that any clerical duties performed by the Administrative Assistant now or in the future shall not displace any part time or full time clerical or dispatch position. The Administrative Assistant may train in any in any office function.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden

The Parties agree that any errors or omissions of this Proposed Memorandum of Settlement may be corrected by mutual agreement dated this 12 day of March 2008.

Signed this 4th day of June, 2008 at Vernon, BC.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

FIRST BUS CANADA LTD.

CANADIAN AUTO WORKERS
LOCAL 114

Alvin Zaharko

Denise Kellahan

John Peck

Harry Moon

Bill Davey

Fred Green

Jerry Cowden