

COLLECTIVE AGREEMENT

Between

**The Gray Line of Victoria Ltd.
COWICHAN VALLEY TRANSIT
(The Company)**

And

**THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) LOCAL 114
(The Union)**

*Effective: April 1, 2003
Expires: March 31, 2006*

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ARTICLE I - TERM OF AGREEMENT

1.1 Coverage

The Appendix shall be cover and be binding upon all employees of Gray Line of Victoria employed specifically with Cowichan Valley Transit System.

1.2 Duration of Agreement

This agreement shall come into effect as of April 01, 2003 and shall remain in effect until it expires on the 31st date of March, 2006. The terms and conditions of this agreement shall remain in full force and effect until a renewed collective agreement has been reached subsequent to the expiry of this agreement March 31st , 2006.

1.3 Re-opening of the Agreement

At any time within four (4) months immediately preceding the date of expiry of this agreement either party may give to the other, written notice of their intention to commence negotiations leading to the renewal of the agreement.

ARTICLE 2 - UNION RECOGNITION

2.1 The Employer recognizes the certified Union as described in the Certification issued by the Labour Relations Board of British Columbia, dated October 14th 1986 as representing the employees of the Company in accordance with the provisions of the Labour Code of British Columbia.

2.2 Where the masculine gender appears in this Agreement, it shall also infer the feminine and vice versa.

2.3 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 employment with the Company.

2.4 A new employee shall, at time of hire, apply for membership in the Union. If accepted he shall become, and continue to be, a member of the Union in good standing, as a condition of employment.

2.5 The Union shall notify the Employer 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 Employer agrees to suspend or discharge the employees ten (10) days after receipt of such notification. If within the ten (10) day period the Union notifies the Employer 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.

- 2.6 The Employer 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 the provisions of the Labour Code of British Columbia, Section 10.
- 2.7 The Employer shall remit the dues and general assessments to the Union according to the Employees classification at the time the said monthly deductions are being made.
- 2.8 The Union shall notify the Employer in writing not less than two (2) weeks in advance of any change in the scale of uniform currently monthly dues or general assessment to be deducted.
- 2.9 The Union shall provide the Employer with authorization cards providing for deductions of Union dues from members before deduction of such dues commence.
- 2.10 The Employer shall have the dues authorization forms signed at the time of hire.
- 2.11 The Employer shall not discriminate against any employee because of his membership in the Union.
- 2.12 The Employer shall advise new employees of the existence of the Union and Union Representatives and of their right to Union representation whenever meeting with Representatives of the Employer .
- 2.13 Management, and other employees outside the Bargaining Unit shall not perform Bargaining Unit work when a Bargaining Unit member is available. When performing such work they shall do so only until a member becomes available. (The intent of this clause is not to replace employees and shall be used only in emergency situations. Every effort shall be made by the Employer to cover work by creating or extending shifts to provide for adequate staff to cover the work.)
- 2.14 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.

ARTICLE 3 - UNION ACTIVITIES

- 3.1 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 shall first obtain permission from their supervisor prior to conducting any Union activity or business on Company premises at any time. Maintenance of earnings shall be the responsibility of the Company unless otherwise specifically agreed to. Other Representatives of the Union shall obtain prior approval from a Company Supervisor prior to conducting any Union activity or business on Company premises at any time.
- 3.2 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 leave of absence shall be granted insofar as the regular operations of their department shall permit, and the application shall be given precedence over any other leave of absence received on the same day.

- 3.4 Members of the Negotiating Committee who are not performing their regular duties but who are meeting with the Company and being paid by the Union, shall have such time classified as "in service" time for the purposes of calculating eligibility for Statutory Holiday pay.
- 3.5 Employees acting as full time officers or representatives of the Union or their parent organization, on a leave of absence beyond twenty-two (22) working days, shall be entitled to retain their membership in all existing welfare 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.
- 3.6 Employees who are acting as full time officers or representatives of the Union of the parent organization shall be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence, the employees shall return to a job level equivalent to that which they previously held immediately prior to working for the Union, with the accrued seniority .

ARTICLE 4 - GRIEVANCE PROCEDURE

ARBITRATION AND MEDIATION/ARBITRATION

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

- 4.2 A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable or if any employee is treated unjustly.
- 4.3 The Company shall maintain the normal base wages of the following employees during their normal scheduled hours of work when one or more of the following conditions are met:
- .1 One employee Union Representative from the Depot where a hearing is being held at Step 1 or 2 of the grievance procedure.
 - .2 One employee Union Representative when specifically asked to attend by the Employer.
 - .3 The grievor(s) who attend any hearing at Step 1 or 2 of the grievance procedure.
 - .4 An employee Union Representative conducting Union activities after permission has been granted by the employer .
- 4.4 Union representatives shall be recognized in discussing any grievance or complaint of an employee.
- 4.5 Working day means "Monday -Friday and excludes Saturdays, Sundays and Statutory Holidays", as it relates to time limits in the Grievance Procedure.
- 4.6 Time limits specified in the different stages of these grievance procedures may be amended by mutual agreement between the Parties.
- 4.7 Individual Grievance Procedure:
- .1 STEP 1: If an employee and. Or a Union Representative has a grievance or a complaint it shall first be taken up verbally with the designated Manager within fifteen (15) working days from the time the employee and/or the Union Representative becomes aware of the grievance subject to leaves of absence, sickness, vacation, etc. The Employer shall have the presence of a Union Representative during any discussion of a grievance or complaint. The designated Manager shall give the Union his decision within five (5) working days of hearing the grievance or complaint.
 - .2 STEP 2: If the grievance is not settled in Step 1, it shall be reduced to writing. It shall state the specific nature of the grievance or complaint and the 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 meeting. If the Grievance or complaint is not settled at this Step, or any other procedure provided in the Labour Code of B. C., the process of "Mediation/Arbitration" shall be used if both Parties agree..

.3 General Application Grievance

When. the settlement of a grievance has a "general application" and shall affect employees covered by more than one section of this Agreement, Step I of the grievance procedure shall be bypassed and the grievance shall be submitted, in writing, to a designated Committee of Management.

The designated Committee of Management and a Union Representative shall meet within ten (10 working days of the receipt of the grievance. The designated Committee of Management shall reply to the grievance within fifteen (15) working days of the hearing. If it is not settled at this stage, then the grievance may be advanced to Arbitration by the union or any other procedure provided in the Labour Code of B. C. The process of "Mediation/Arbitration" shall be used if both Parties agree.

4.8 Suspension or Dismissal Grievance Procedure

- .1 No employee shall be dismissed or suspended except for just and reasonable cause.
- .2 If in the course of a normal interview evidence is adduced that would lead the Supervisor or Manager to contemplate suspension or dismissal the employee(s) may be dismissed or suspended but if the Parties agree, the interview shall be adjourned. An Investigative Hearing shall be arranged at another agreed date and time. The employee(s) shall have the right to produce witness (es) and evidence thereat.
- .3 When the Company schedules an "Investigative Hearing" into an incident or issue where suspension or dismissal would reasonably be 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. The employee(s) shall have the right to produce witness(es) and evidence thereat.
- .4 The Union shall be notified as soon as possible when an employee(s) is suspended or dismissed.

- .5 If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall notify the Company within three (3) working days of the Company's decision. Upon receipt of such notice, a meeting shall be convened within four (4) working days with the appropriate Manager or his/her nominee to review the dismissal or suspension. Within two (2) working days of the review meeting, the Company shall give The Union it's written decision in the matter.
 - .6 If, after the review, 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.
 - .7 If, after the review, a decision by the Company is not considered just and equitable by the Union, notice to appeal to arbitration shall be given within ten (10) working days from the date of the decision. The process of Mediation/Arbitration shall be used if both parties agree.
 - .8 All written complaints about the employees received by the Company, shall be open to inspection by representatives of the Union. The names of the complainants shall not normally be made available to the employees concerned during the above procedure.
- 4.9 Any grievance or complaint which has been answered in Steps 1 or 2 shall be considered settled on the basis of the last answer given unless appealed to the next Step, Mediation/ Arbitration or Arbitration. The time limits of submitting a written appeal shall be ten (10) working days after Step 1; fifteen (15) working days after Step 2 and twenty (20) working days after a policy grievance is answered by the designated committee of Management.
- 4.10 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 and where the Parties cannot mutually agree on the use of "Mediation/Arbitration" under Article 4.12.
- 4.11 The Parties agree to exclude the operation of S.96(1) of the Labour Code. At any stage of the grievance procedure the Parties may mutually agree to assign any matter in dispute to the Mediation/Arbitration procedure set out below:
- .1 A list of arbitrators shall be compiled consisting of three persons appointed by mutual agreement by the Parties who shall agree to a determined fee and shall agree to render a decision within thirty (30) working days.
 - .2 There shall be a random selection draw for an arbitrator from the list referred to in 4.1 1.1 above, for each hearing required to implement this procedure. All names shall then be returned to the list and the process

shall continue with the next draw.

- .3 The disputed cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at anyone hearing.
 - .4 The hearings shall be held at a location agreed to by the Parties.
 - .5 The Company and The Union respectively shall name a person of their choosing to represent their respective interests at hearings held hereunder.
 - .6 The Parties, through their respective representatives will attempt to agree on a written statement of facts in the dispute to the hearing. In the event that parties are unable to agree on a written statement of facts, each shall provide to the other, at least five 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.
 - .7 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 submission.
 - .8 In the event that the Arbitrator determines that a written decision is necessary, such decision shall be brief and to the point.
 - .9 The decision of the Arbitrator shall be binding on both Parties.
- 4.12 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. 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 request of either party. The Arbitrator shall proceed as soon as practical and his decision shall be final and binding upon the Parties and upon the employee affected by it.

ARTICLE 5 - HIRING AND PROBATION

- 5.1 Employees shall serve a probation period of four hundred (400) driving hours or six (6) months, whichever occurs first, from date of hire during which the employer shall determine their suitability for continued employment. Where an employee is hired for bus cleaning only, probation shall be three (3) calendar months. The Employer may discharge a probationary employee during their probationary period without giving any reason for doing so. The Union may

grieve the alleged discrimination against a discharged probationary employee. An Employee who successfully completes their period of probation will become a permanent employee and shall be notified, by the Employer in writing, at the completion of their probation of their permanent employee status.

- 5.2 Permanent part-time employees who have completed their probationary period and who subsequently obtain permanent employment, shall not be required to serve a second probationary period .

ARTICLE 6 - JOB POSTINGS

- 6.1 (a) Vacancies in assigned positions, newly created positions and any position of a known duration of seven (7) days or more temporary or otherwise shall be posted for five working days.

- (b) It is agreed that the following provisions shall apply when covering vacated shifts for straight time and overtime:

When a shift has to be covered, it shall be offered in the following order:

- i.) In seniority to employees trained to perform the work and not scheduled to work that day, and who are not anticipated to exceed one hundred and sixty (160) hours as outlined in Article 11.3.
 - ii.) In seniority to employees who can do the work before or after their normal hours that day, and who are not anticipated to exceed one hundred and sixty (160) hours as outlined in Article 11.3.
 - iii.) In seniority to employees on their days off.
 - iv.) In seniority to any employee who can perform the work before or after their normal hours that day.
- (c) Where a temporary vacancy has been filled, upon return of the employee to the vacated position all affected employees shall be returned to their former shifts or shifts they would have had prior to the temporary vacancy.

- 6.2 The current practice of shift rotation will continue unless otherwise mutually agreed between the Union and the Company.

- 6.3 Any employee desiring any posted position must apply for same within the stated period, except in the case of an employee being on vacation and/or days off. The employee, upon their return to work shall have three (3) working days to apply for any and all positions posted in their absence.

- 6.4 If no permanent or probationary employee from this transit section signs for a bulletined position, the Company may hire from outside.
- 6.5 Any new classification or any changes to classifications during the life of this Agreement shall be mutually agreed upon by Union and the Company in writing.
- 6.6 In the event the Company shall establish any new position the classification and wage rate shall be established by the Company and written notice shall be given to the Union. If the classification and/or wage rate established by the employer for such new position is revised as a result of negotiation or grievance procedure, then the revised classification and wage rates shall be effective from the date when the new position was established.

ARTICLE 7 - SENIORITY

- 7.1 The Employer recognizes the principle of seniority as applied to the employees covered by this agreement
- 7.2 Company seniority shall be established as of the day an employee commences employment with the Company in this transit section.
- 7.3 An employee who is selected to a position not covered by the agreement within the Company shall have his seniority rights protected for ninety (90) calendar days from the date of transfer, upon payment of three (3) months dues to the Union. The said ninety (90) calendar day period may be extended by mutual agreement between the Parties.
- 7.4 Pursuant to Articles 7.3 above, if any employee returns to his previously held position within the ninety (90) calendar days or a mutually extended period, then all adversely affected employees shall be reinstated in the positions they held prior to the transfer.
- 7.5 When an employee has transferred as per Article 7.3 above, then, by mutual agreement between the Parties, if he is unable to satisfactorily perform his work or he is laid off due to work load changes within the ninety (90) calendar days, he may reinstate after three (3) working days notice to his previous position without loss of seniority .
- 7.6 When more than one employee is hired on the same day, seniority shall be established by a draw of names and a Union representative shall be present.
- 7.7 Protests in regard to seniority status of an employee shall be submitted in writing to the Union within sixty (60) calendar days from the date seniority lists are posted. If proof of error is presented by an employee, such error shall be corrected by mutual agreement between the Parties and the agreed upon seniority date shall thereafter be final.

- 7.8 A seniority list shall be supplied by the Employer by January 15th and September 15th of each year to the Union. The employer shall also post the seniority list on the Employer's bulletin board. The list shall contain the names of all permanent employees in order of date of hiring showing name, classification and date of payroll. The Employer shall keep the seniority list current and make it available to the Union on request
- 7.9 All employees shall continue to accumulate seniority when they are absent from work due to sickness, non-compensable injury, WCB, lay-off or approved leave of absence.
- 7.10 There shall be a common list of drivers. Where the Company cannot provide five (5) shifts a week on a regular basis, drivers may pass down work up to three (3) consecutive times without loss of seniority provided there is a junior driver available to work the shift. Where no junior driver is available, drivers are required to accept the work unless the passdown is due to a Bona fide reason.
- 7.11 Loss of Seniority
Loss of Seniority will occur when:
- Termination for just and reasonable cause and not reinstated under the terms and conditions of the Collective Agreement.
 - Voluntary termination.
 - Laid off and not recalled to work for a period of twelve (12) months, or when a driver, not on approved leave, does not accept work for a period of 6 months, when work is available.
 - Where a driver does not comply with article 7.10 and passes down work more than three (3) consecutive times or passes down work when no junior drivers are available. Where no junior driver is available, drivers are required to accept the work unless the passdown is due to a Bona fide reason. By mutual agreement between the parties, in such cases of more than three (3) consecutive pass downs drivers may be placed at the bottom of the seniority list.
 - Where a driver does not comply with article 12.4.3. Drivers not accepting recall, in seniority, to a position of twenty (20) hours or more per week for a continuous four (4) week period.

ARTICLE 8 - BENEFIT PLANS

8.1 Basic Medical Coverage

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

8.2 Dental Plan

The Employer shall arrange and administer a basic Dental Plan for employee. The coverage provided by The Plan shall be as follows:

Plan "A" - 80% co insurance

Plan "B" - 50% co-insurance

Plan "C" - 50% co-insurance with a limit of \$3,000.00 maximum life time benefits per person enrolled in this Plan effective September 1, 1993.

8.3 Extended Health Benefits

The Employer shall arrange for Extended Health Benefits through the employer's chosen carrier coverage for employees. There will be a twenty five (\$25.00) dollar deductible and The Plan will pay eighty (80) percent of eligible costs. There will be a maximum six hundred dollar (\$600.00) per person per year prescription value. Vision Care provisions shall be available of two hundred dollars (\$200.00) per two (2) years for prescription eyewear.

Effective April 1, 2004 there will be a maximum one Thousand dollar (\$1000.00) per person per year prescription value.

8.4 Benefit Coverage

8.4.1 Group Life Insurance shall be provided for employees maintaining shifts of 30 hours or more in the amount of \$60,000.00 Accidental Death and Dismemberment indemnity. Life insurance coverage for employees working less than 30 hours shall be in the amount of \$20,000.00. As of April 01, 2004 these amounts shall become \$70,000.00 and \$30,000.00 respectively.

8.4.2 Permanent full-time employees holding a full-time position shall be entitled to three (3) days pay each year for absences due to sickness. The first day of each absence due to sickness shall not be paid.

- 8.4.3 The Company shall provide Long Term Disability coverage for employees holding permanent full-time positions effective January 1st, 1998. Coverage shall be seventy (70%) percent of normal earnings after one hundred and eighty (180) consecutive days of absence.
- 8.4.4 The Company shall provide Short Term Disability coverage for employees holding permanent full-time positions effective January 1st, 1999. Coverage shall be at seventy-five (75) percent of the basic earnings after the fourth (4th) day of absence to a maximum of five hundred (\$500) dollars per week. This maximum of \$500 dollars per week shall be removed April 01, 2004. Coverage shall continue for one hundred and eighty (180) days and be subject to the provisions of the plan documents.
- 8.4.5 Employees shall be responsible to maintain their portion of all benefit premiums during their absence.
- 8.5 Participation in Benefit Plan
- a) Employees shall be eligible to participate in the benefit plan upon completion of one hundred and twenty (120) days of work.
 - b) Membership in the basic medical plan, the supplementary medical plan and the dental plan shall be a condition of employment. Eligible employees may waive membership in the basic medical plan or the benefit plan or both, provided they can prove they have alternate coverage elsewhere.
 - c) Monthly premiums for the basic medical plan, dental plan, extended health plan, group life insurance short and long term disability and vision care shall be paid seventy-five (75) percent by the employer and twenty-five (25) percent by the participating employee.
- 8.6 The foregoing summary of the benefit plans is only a brief outline of the plans. The specific terms and conditions of the actual plans will govern in all cases of disagreement. The terms and conditions of the actual plans shall be amended to comply with the foregoing.
- 8.7 Subject to an in accordance with Laidlaw Policy, for the purposes of benefit entitlement, a same sex partner shall be considered a spouse.

ARTICLE 9 - ANNUAL VACATIONS

- 9.1 Annual vacation pay shall be calculated as a percentage of gross earnings as follows:

- a) Up to three (3) years of service - 4%
- b) Four (4) to ten (10) years of service - 6%
- c) After ten (10) years or more service - 8%

All employees must take their entitled vacations annually. All employees will accrue vacation pay.

9.2 Leaves

Employees covered by this agreement shall be granted a leave of absence without pay or loss of seniority upon written application when such leave is to be taken in conjunction with their annual vacation, does not exceed two (2) weeks, and does not affect the efficient operation of the schedules.

ARTICLE 10 - STATUTORY HOLIDAYS

10.1 The Employer shall observe the following days as Statutory Holidays:

- | | | |
|---------------|------------------|-----------------|
| New Years Day | Canada Day | Remembrance Day |
| Good Friday | B. C. Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

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

10.2 An Employee shall not be entitled to Statutory Holiday Pay if she:

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

10.3 Payment for Statutory Holidays shall be calculated as follows for all permanent employees or employees holding posted runs for more than sixty (60) calendar days; the total number of hours worked, exclusive of overtime or hours in excess of eight (8) hours per day for the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by the number of days worked during the two week period to establish the hours paid for the Statutory Holiday.

- 10.4 All work performed on a statutory holiday shall be paid at the rate of one hundred and fifty (150) percent in addition to the entitled pay for such Statutory Holidays as calculated in the previous clause.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 The company shall endeavour to maximize shifts and hours to forty (40) hours per week provided the shifts meet the service needs before instituting shifts of a lesser duration. The normal work week for employees working thirty (30) hours or more shall consist of two (2) consecutive days off wherever possible. Maximization of hours includes the current practice of Saturday shifts.
- 11.2 The minimum call-out per shift shall be four (4) hours. Call-ins on assigned days off shall be voluntary. The minimum call out for a driver meeting or training shall be one (1) hour, paid at the applicable rates of pay, such time shall accrue towards overtime calculations.
- 11.3 Any employee may work more than eight (8) hours in any one (1) day or forty (40) hours in any one week. However, work in excess of one hundred and sixty hours (160) over two consecutive pay periods shall be paid at one and one half (1 1/2) times for hours to two hundred (200) and two (2) times the base rate for any additional hours. For the purpose of the above calculation this change becomes effective on the first day of the first pay period following ratification of this agreement.
- 11.4 Overtime shall be available to all employees in order of seniority. Overtime shall be voluntary. The Employer and the Union may reach agreement on the limits of overtime that can be worked by individuals.
- 11.5 No split shift of posted runs will encompass; more than twelve (12) hours, otherwise overtime rates will apply at time and one-half (1/2) for the first three (3) hours of overtime and double time thereafter exclusive of pre-trip and travel time.
- 11.6 When the employer determines that an employee cannot do his/her regular posted run due to adverse weather conditions, the employee shall be paid as follows:
- a) Where the employee is notified prior to arriving at work the employee shall be paid 3 hours. Such time shall not be accrued for the purpose of calculating overtime, nor shall it be paid at overtime rates.
 - b) Where the employee is notified of the cancellation of work upon arrival to work, or after arriving at work he/she shall be paid their scheduled hours for the day, inclusive of travel and cleaning time. In such circumstances, time not worked shall not be accrued for the purpose of calculating overtime, nor shall it be paid at overtime rates.

11.7 The Company shall have the right to arrange work in ten (10) or twelve (12) hour blocks providing in so doing the driver does not exceed one hundred and sixty (160) hours as outlined in Article in Article 1 1.3, exclusive of pre-trip, post-trip and travel time.

11.8 When adverse weather conditions occur drivers will endeavor to contact the dispatcher for instructions at least sixty (60) minutes prior to reporting for work. Should a driver be unable to contact the dispatcher she shall report for work and the cancellation of work provision of this agreement shall apply.

11.9 All posted runs shall have an assigned starting time and finishing time. Bus cleaning and fueling may be assigned in the make up of shifts.

11.9.1 Start and finish times for driver shifts shall be posted as follows:

Start Time = the scheduled departure time of the first run of the shift from its beginning point.

Finish Time = the scheduled arrival time of the last run of the shift at its ending point.

11.9.2 Drivers shall be paid from their Start Time to their Finish Time, except in circumstances where through no fault of their own they are unable to maintain the transit schedule. Where extra time is worked due to such delays, overtime shall be paid in accordance with Article 11.3.

11.9.3 In addition to their regular pay drivers shall be paid additional time for pre-trip, post-trip, travel and cleaning, in accordance with the following:

- a) Drivers starting and ending their shifts at the yard will be paid thirty (30) minutes.
- b) Drivers starting at the yard, but relieved on the street will be paid ten (10) minutes.
- c) Drivers starting by relieving on the street, but ending at the yard will be paid twenty (20) minutes.
- d) Drivers relieving and being relieved on the street will be paid zero (0) minutes.

11.10.1 The Company shall endeavour to provide a minimum of ten (10%) of the total elapsed time of the run scheduled as layover time.

11.10.2 The Company shall endeavour, where practical, to schedule one 10 minute break in any shift that is longer than 6 hours (start time to finish time) and to schedule two (10) minute breaks in any shift that is longer than 10 hours (start time to finish time).

11.10.3 The Company agrees that Union shall be advised of any planned schedule changes a minimum of 7 days in advance. The Company further agrees to discuss any concerns regarding the schedule with the Union, particularly in respect of scheduled running times and scheduled breaks. Suggested changes, that do not negatively impact the operations or the service, shall not be unreasonably withheld.

ARTICLE 12 - LAY-OFF AND RECALL

12.1 LAYOFF

In the event that lay-offs become necessary seniority shall govern, (i.e. the employee with the least seniority shall be laid off first).

12.2 When an assigned position is wholly discontinued or an employee is displaced from their position, the employee so displaced shall have the right to exercise their transit seniority to obtain any position that their transit seniority and qualifications entitle them to.

12.3 A senior employee who is laid-off and displaces a junior employee may resume his/her duties in the position from which laid-off should the position be reinstated. The junior employee may also resume the position from which displaced.

12.4 RECALL

The order of recall shall be in the inverse order of the lay-off (last off, first on).

12.4.1 A laid-off employee shall be recalled to the position from which laid-off when staff is increased.

12.4.2 Any employee who is recalled and fails to report or contact the Company within seven (7) calendar days of notice by registered mail to their last recorded address, shall be removed from the seniority list. Having been contacted, an employee must confirm their return to work within forty-eight (48) hours of being contacted.

12.4.3 A recall employee must accept recall to a full-time position in their seniority. Failure to accept recall may result in the employee being released from the Company.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Maternity Leave

- (a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave.

Beginning:

- (i) no earlier than eleven (11) weeks before the expected birth date, and
- (ii) no later than the actual birth date, and

Ending:

- (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- (ii) no later than seventeen (17) weeks after the actual birth date.

An extension shall be granted if recommended by the employee's physician.

An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of a pregnancy.

An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under paragraph (1) or (2).

13.2 Parental Leave

An employee who requests parental leave under this section is entitled to:

- (a) for a birth mother who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the maternity leave provision unless the parties agree otherwise.

- (b) for a birth mother who does not take leave under the maternity provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event and
- (c) for a birth father up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event and
- (d) for an adopting parent up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave taken immediately after the conclusion of the parental leave provisions.

An employee's combined entitlement to leave under Maternity and Parental leave is fifty-two (52) weeks plus any additional leave the employee is entitled to as stated above.

The employee shall notify the Company at least three (3) weeks in advance of the date on which she/he intends to begin the leave of absence. An employee may alter the request for commencement of leave of absence by notifying the employer in writing no later than two (2) weeks prior to the commencement of the original leave request unless otherwise recommended by the employee's physician. Employees shall notify the Company of their expected date of return no later than two (2) weeks prior to the intended return from leave.

When an employee on maternity or parental leave fails to notify the Company of their desire to return to work in accordance with the preceding paragraph, or when an employee fails to return to work after giving notice and is not absent with reasonable cause, the employee will receive a registered letter from the Company to return to work. If the employee fails to respond within forty-eight (48) hours unless for reasons beyond their control, the Employer shall assume they have resigned.

The Employer shall maintain coverage for Medical Extended Health, Dental and Group Life and shall pay the Employer's share of these premiums. Upon return to work the Employer shall continue premium coverage for Short Term and L.T.D. coverage.

Illness arising during pregnancy shall be covered by the benefit plans the same as any other illness.

13.3 Bereavement

- a) In the event of a death in an employee's immediate family, the Employer may grant a leave of absence up to three (3) days in length with pay for the purpose of arranging and/or attending the funeral. Bereavement leave shall be granted only upon application by the employee and only for such time that the employee would normally have worked.
- b) In addition, if the employee is notified of the death while he is working, he 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.
- c) "Immediate family" shall be limited to include spouse, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather I stepmother, stepfather or adopted child or grandchild. In the event of a death of a mother or father, an employee may be granted a leave of absence for one day with pay if she is unable to attend the funeral.
- d) Subject to and in accordance with Laidlaw Policy, for the purposes of bereavement leave, a same sex partner shall be considered a spouse.

13.4 Jury Duty

The Employer shall grant a leave of absence, to any employee who is required to serve as a juror or who is subpoenaed to attend an inquest or a court as a witness to an event, occurring during her actual working hours. The Employer shall pay such employee the difference between the earnings such employee would have in any event earned and the payment she received, excluding payment for expenses incidental to the discharge of duties, for such jury or witness duty and must report back to work promptly after being released or excused by the court. The employee must present proof of service and the amount of payment, if any, she received for such service.

13.5 General Leave

- a) Upon agreement between the Employer and the Union, a leave of absence for a period of up to three hundred and sixty-five (365) calendar

days shall be granted. Such request shall be in writing and leave shall be without pay or loss of seniority.

- b) No leaves of absence shall be granted for the purposes of entering other occupations except with the written approval of the Company and the Union.

13.6 Emergency Leave

Requests for an emergency leave of absence shall not be reasonably denied. Such leaves shall include but not be limited to: family emergencies, attending the birth and/or homecoming of a male employee's child, caring for an employee's sick child, etc..

- 13.7 An employee who returns to work after the expiration of a leave of absence granted under Article 13 shall retain the seniority he/she 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.

ARTICLE 14 - HEALTH AND SAFETY

14.1 Health and Safety

- 14.1.1 The employer agrees to provide a safe and healthy workplace for all employees and to provide training and education on safe work practices.

- 14.1.2 A joint Health and Safety Committee shall be constituted as per the W.C.B. regulations. The committee shall consist of one Company representatives and one Elected Union representatives who shall meet monthly and whose purpose is to investigate and make recommendations for improvement to safe work practices. Minutes shall be kept and posted on the bulletin board. The company shall consider all recommendations of the joint Health and Safety Committee.

14.2 Injury Pay Provision

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

14.3 Violence in the Workplace

Should an employee become the victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence.
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) This article does not limit Management's ability to discipline employees.

ARTICLE 15 - MISCELLANEOUS

15.1 Skills Upgrading

When the employer requires an employee to upgrade her skills or deems it necessary or desirable for an employee to undertake tests for the upgrading of Motor Vehicle Licenses, the employer shall provide the appropriate equipment. The cost of such required training test for upgrading shall be borne by the employer and the employee shall be paid for all time for such testing, training or upgrading falling outside her normal working hours at the appropriate rates. When an employee requires training in order to exercise their seniority or is bumped by a senior employee all training shall be paid at 65% of the base rate in effect.

15.2 Other Employment

An employee involved in employment outside this Company in a manner that conflicts with the Company's business, or the interests of the Union, shall be subject to reprimand or dismissal when the parties mutually agree to such disciplinary action.

15.3 Union Notice Board

The Employer shall provide appropriate space for a notice board for the exclusive use of the Union. The Union will provide the Employer with copies of all notices posted by the Union. The Employer shall provide the Union with copies of all notices posted on the Employer's bulletin board.

15.4 Personal Files

- a) An employee may request through their Supervisor, to examine their own personal file and shall be allowed to do so under supervision. Shop Stewards may accompany the employee at the employee's request.

- b) An employee shall be advised of any disciplinary notation being entered into their personal file.
- c) An employee dismissed, or leaving the Company with due notice, shall be given the usual record of employment and will be paid in accordance with the provisions of the Labour Standards of B. C.

15.5 No Contracting Out

- a) As long as the Company has drivers and suitable equipment no work shall be contracted out.
- b) Any contracting out of work shall be given to Union Companies provided they have suitable equipment competitive rates and proper licensing.

15.6 Driver Responsibilities, Etc.

- a) It is further agreed that each driver is required to engage in a circle check of his/her vehicle prior to leaving on each run, done in accordance with the Professional Driver's Manual or Provincial regulation or inspect other operating equipment requested by the Company. Failure to do so will be grounds for discipline.
- b) Drivers will be responsible for refueling, starting, warming up, parking in designated stalls, and cleaning of the interior of buses. The Company will supply adequate tools and materials for cleaning.
- c) The Company may assign shifts for the exclusive purpose of cleaning both the interior and exterior of coaches. Such shifts will be made available to drivers in order of seniority and shall receive the base cleaning rate of pay as provided in this agreement.

As long as drivers are performing service work, work shall be posted and signed on a ninety (90) day rotation basis. The company shall have the right to cancel this provision and may contract out this service work by giving thirty (30) days notice of this intention. Should at any time this work not be signed by the driving staff the company may contract out the work.

Drivers may be removed or restricted from signing this work for unsatisfactory performance.

Vehicle Cleaning Policy

Hours allotted for bus cleaning shall be determined from time to time by the Company and shall be reasonably sufficient to perform the tasks required as defined by Company policy. Cleaning requirements may change from time to time and this policy is subject to revision as required.

- d) Except for areas that may be agreed to by the Parties as designated smoking areas, all employees and waiting-room locations shall be considered "No Smoking" areas. Drivers shall not smoke while loading or unloading coaches or at any time while passengers are on board.

15.7 Accident and Incidents

- a) Employees required to complete an accident or incident report outside of their normal hours of work, as a result of an accident or incident occurring during working hours shall be paid the equivalent of thirty (30) minutes straight time pay for each report.
- b) When an employee is involved in an accident or incident, while at work, and such incident or accident results in the employee being delayed, the affected employee shall be paid at their straight time rate of pay, for the time of such delay.

15.8 Uniforms

The Employer and the Union will co-operate in sponsoring and maintaining a high standard of appearance among drivers. The present conditions for provision, normal maintenance and cleaning of drivers' uniforms shall continue.

The Employer shall discuss any changes in the type or quality of uniforms with the Union in advance of any changes. Any changes to the costs for the provision, maintenance and cleaning must be mutually agreed upon between the Employer and the Union.

The Company agrees to provide, at no cost to the employee the following uniform items:

- 2 pair pants
- 5 shirts 2 ties
- 1 winter jacket
- 1 summer jacket

Employees shall be responsible for the maintenance of the items listed above. In the event the pants provided require dry-cleaning the Company agrees to provide a cleaning allowance of five (5) dollars per pay period for employees.

ARTICLE 16 - HARASSMENT & VIOLENCE IN THE WORKPLACE

16.1 Discrimination/Harassment Prohibited

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, race, ancestry, national origin, political beliefs,

religion, age, marital status, family status, sex “including sexual harassment and pregnancy”, sexual orientation, physical or mental disabilities, criminal or summary convictions is absolutely prohibited. 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.

1. Definition of Harassment

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

- Touching which is expressed to be inappropriate and unwanted
- Suggestive remarks or other verbal abuse with a sexual connotation
- Demands for sexual favours
- Physical assault
- Bullying

2. Complaint Procedure

Any complaint involving allegations of harassment may be reported in confidence directly to the Transit Manager, the Company’s Labour Relations Representative and/or the Union. All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest 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. 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.

3. Right of Arbitration

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (a) dismiss the complaint or grievance;
- (b) determine the appropriate redress regarding the complaint or grievance

In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

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

ARTICLE 17 - WAGES

- 17.1 (a) Employees shall be paid on a bi-weekly basis.
- (b) Time schedules shall not be altered without the employee being notified.

17.2 New Employee Rate

- (a) The rate of pay for new employees while training shall be 65% of the hourly base rate of pay for their training period.
- (b) Upon completion of their training period, employees shall receive 85% of the hourly base rate of pay, plus any premiums, up to four hundred (400) hours of work from their first date of hire.
- (c) Payment of a higher wage rate to an employee on probation may be permitted by mutual agreement between, the Parties in order to recognize related experience. Such agreement shall not be unreasonably withheld.

17.3 Wages

	<u>April 01/03</u>	<u>April 01/04</u>	<u>April 01/05</u>
Driver	\$17.85	\$18.30	\$18.76
Driver Cleaning	\$11.58	\$11.87	\$12.17

Signed this _____ day of _____, 2003

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT

(Working Conditions)

It is hereby agreed a committee consisting of two (2) members from the Union and two (2) members from the Company shall be formed.

The purpose of this committee will be to discuss and form rules for the operation of the services provided for the Cowichan Valley Transit system.

Hours of work, holiday sign-up, shifts, day off assignment, sign-ups and all other rules governing the working conditions shall be subject to review and input from this Committee.

Amendments to the present rules or conditions and the acceptance o new rules shall be only upon agreement of both parties.

Signed this _____ day of _____, 2003.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Between: COWICHAN VALLEY TRANSIT

And: CAW-CANADA LOCAL 114

Re: Printing of Collective Agreement

The Company agrees to share in the cost of the printing of this collective agreement.

Signed this _____ day of _____, 2003

FOR THE COMPANY

FOR THE UNION

