

## **COLLECTIVE AGREEMENT**

Between **B.C. COACH SERVICES LTD.**  
(hereinafter referred to as "the Employer")

And **CHRISTIAN LABOUR ASSOCIATION OF  
CANADA, LOCAL NO. 501**  
(hereinafter referred to as "the Union")

(Period: October 1, 2002 – September 30, 2005)

### **ARTICLE 1 - PURPOSE**

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in British Columbia and/or as classified in Schedule "A", except supervisors and persons above the rank of supervisor.
- 2.03 Except in cases of emergency or for training and instructional purposes, non-working supervisors, and other non-bargaining unit (employees) personnel shall not perform work included in work or job classifications under this Agreement if such work reduces hours normally available to bargaining unit members.
- 2.04 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.06 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work, the setting of reasonable company policies, the control of materials and equipment and the determination of the kind of equipment to be used;
- b) to maintain order, discipline and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.
- d) to develop and implement from time to time, reasonable policies concerning the standards of conduct and appearance, which will be noted in the policy manual and which may be amended from time to time.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint or elect Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.

b) CLAC Representatives are representatives of the employees, in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards and other Union Officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. The Employer will pay such Stewards and Union officers at their regular hourly rates while attending to such matters during regular working hours.

3.04 The Union has the right to appoint or elect members to a Negotiating Committee.

3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.

3.06 There shall be no Union activity on Employer's time or premises except as provided for in Article 3, unless otherwise authorized by management.

#### **ARTICLE 4 - STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give due consideration to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 Prior to initiating any hiring in the classifications covered by this Agreement, or a new classification created in the bargaining unit, the Employer shall first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out of work who are qualified to fill such vacancies.
- 5.03 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available and qualified to do the work.

- 5.04 Part-time employees who work a minimum of thirty-two (32) hours each week for a period of thirteen (13) consecutive weeks, will be considered regular full-time. Should a full-time employee work less than thirty-two (32) hours each week for a period of eight (8) consecutive weeks that employee will revert to part-time status. The individuals' full-time seniority date will be established as of the completion of their probationary period. All full-time and part-time hours worked will be credited towards seniority.
- 5.05 New employees will be required to serve a probationary period of up to six (6) months, and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated as of the date the employee completes the probationary period.
- 5.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.07 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job postings and awards, terminations and hirings. The name, social insurance number, address, date of hire and classification of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, classification and rate, shall be forwarded to the Union during October and April in each year.

- 5.08 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.
- 5.09 Casual Employees: The Union recognizes the requirement for the Employer to hire seasonal staff for the sightseeing and tour operations.

The Employer agrees that casual employees are to be used only for the part-time operational requirements of the above named operations. However, during the period when casual employees are available they may perform bargaining unit work as long as it does not result in the lay-off of employees holding a position in another classification.

The above mentioned casual employees shall be subject to the conditions of employment and wages spelled out in this collective agreement except they shall be excluded from the lay off and recall provisions and shall not accumulate seniority.

## **ARTICLE 6 - CHECKOFF**

- 6.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

- 6.02 The Employer is authorized and shall deduct, monthly Union dues, or a sum in lieu of Union dues, from each employee's pay, in the amount of two times (2x) the hourly rate, as a condition of employment. Deductions shall be made effective the first of the month following date of hire from all employees who work six (6) days or more in the applicable period and during paid leave. The Employer shall also deduct initiation fees as authorized by an employee. Dues for part-time employees shall be at a reduced rate as set by the Union's stated policy.
- 6.03 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

## **ARTICLE 7 - WAGES AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 An employee who reports for work in the usual manner who is prevented from starting work due to a cause not within his control shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay.

- 7.04 Cash out time shall be paid at the employee straight time base rate for the higher shift and may be included outside the employee's normal daily hours of work. Whenever possible, employees shall be permitted to cash out before returning to the lower pay scale. B.C. Coach employees will be given first preference to work a higher paid shift.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The work week for regular full-time employees shall consist of thirty-seven and one-half (37½) or forty (40) straight time hours worked in four (4) or five (5) shifts, in seven (7) days, as may be agreed by the parties, with days off to be consecutive, whenever possible.
- 8.02 Employees who have completed their probationary period, shall be permitted to bid on shifts and days off in accordance with seniority. Shift bidding will be set up at least once every six weeks. The bid sheet will be posted within two weeks of the end of the last six week period. Employees shall have one week to complete their bids for the following six-week period. The parties agree to be flexible in meeting bonafide business requirements in scheduling.
- 8.03 Work performed in excess of the scheduled shift hours shall be paid at the rate of one and one-half (1½) times the regular hourly rate for the first three (3) hours of overtime. All hours in excess of three (3) hours overtime each shift, or forty-eight (48) hours per week, shall be paid at two (2) times the regular rate.
- 8.04 Any full-time employee required to work on a statutory holiday shall be paid one and one-half (1½) times the hourly rate, regardless of weekly hours.

- 8.05 Overtime shall be performed on a voluntary basis and this implies the employees right to refuse such work. If there are insufficient volunteers the Employer reserves the right to assign the work in inverse order of seniority.
- 8.06 A lunch period of no less than thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees, however, if part-time employees work less than five (5) hours, the lunch period may be replaced by a second fifteen (15) minutes rest period.
- 8.07 There shall be a fifteen (15) minute rest period, with pay, during each four (4) hour work period.
- 8.08 The Employer will post all part-time work schedules, except sightseeing shifts, no later than 9:00 a.m. Wednesday prior to the effective week. Posted schedules may only be revised with the consent of the employee concerned.
- 8.09 No employee shall be discriminated against or compelled to work a day if the employee's religious convictions prevent them from working.

## **ARTICLE 9 - VACATIONS**

- 9.01 Full-time employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:
- from zero (0) to one (1) year of service -- vacation pay at 4%;

after one (1) year's service -- two (2) week's off with vacation pay at 4%;

after three (3) year's service -- three (3) weeks' off with vacation pay at 6%;

after eight (8) years' service -- four (4) weeks' off with vacation pay at 8%.

- 9.02 Blank vacation schedules shall be posted by November first of the year before vacations are to be taken. The vacation schedule must be signed by the employee within seven (7) days of receiving the schedule or the schedule will be passed on to the next employee. The passed over employee will then be placed at the bottom of the signing list.
- 9.03 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 9.04 Vacation pay shall be paid on the regular cheque preceding an employee leaving on vacation, for that period of vacation being taken.
- 9.05 Statutory holiday pay will be issued as per Article 10.01 during the pay period the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to an additional day off which is to be scheduled immediately before or after the employee's vacation.

- 9.06 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment
- a) absence on Workers' Compensation up to a period of six (6) months provided the employee returns to his employment;
  - b) absence due to illness up to a period of six (6) months, provided the employee returns to his employment;
  - c) any other absence up to ninety (90) days approved by the Employer.

**ARTICLE 10 - HOLIDAYS**

10.01 The Employer agrees to pay at regular rates for all hours in the employee's regularly scheduled workday for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	(1) Floater

Scheduling of the Floater Holiday shall be during January, February or March by mutual agreement. The employees' request for a particular day off must be submitted at least two (2) weeks in advance.

Any additional statutory holidays declared by the Provincial Government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies only to employees who have been on the payroll at least thirty (30) days prior to the general holiday and who have worked either on the holiday or their regularly scheduled workday before and their regularly scheduled workday following the holiday, unless their absence is due to illness, written authorized leave of absence of no longer than two (2) weeks duration or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner. Pay, as herein provided shall not apply to employees who are receiving WCB or WI benefits.
- 10.03 Part-time, sightseeing and probationary employees shall not receive payment for statutory holidays as they are paid a benefit premium as per Schedule "A".
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee affected shall be given the options outlined in section 46 of the Employment Standards Act.

## **ARTICLE 11 - SENIORITY, LAYOFF AND PROMOTIONS**

- 11.01 Seniority of employees shall be recognized because the parties agree that job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on a full-time or part-time seniority list, as applicable, upon completion of their probationary period.
- 11.02 Seniority will continue to accrue during all leaves of absence, including leaves for sickness, injury or bereavement, for a period equal to the time worked in the three (3) months prior to the leave.

- 11.03 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.04 Seniority rights shall cease for an employee who:
- a) voluntarily terminates his employment;
  - b) is discharged and such discharge be not reversed through the Grievance Procedure;
  - c) is laid off for a continuous period of more than four (4) consecutive months;
  - d) is absent due to a job related sickness or injury for a continuous period of more than twelve (12) months;
  - e) is absent due to a non-work related sickness or injury for a continuous period of more than nine (9) months;
  - f) fails to report on the first day following the expiration of a leave of absence, except by mutual agreement;
  - g) is absent for more than three (3) consecutive working days without notification to the Employer and without reasonable explanation.

11.05 When a reduction of the workforce is inevitable, the Employer shall consult the Union. Probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall discuss the order of layoff and in doing so, they shall be guided by the following considerations:

- a) seniority;
- b) ability and qualification of the employees to perform the work.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

11.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after notification of the layoff.

11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

11.08 The Employer shall post, for a minimum of five (5) workdays, in a conspicuous place, notice of all training positions, vacant positions and promotions. Any employee of the Employer covered by this Agreement may apply for such position. Skill, ability and efficiency of the employee shall be given primary consideration in the appointment. Where such factors are relatively equal, seniority shall be the governing factor. Preferred starting times on established shifts or preferred days off shall be assigned to senior employees in accordance with Article 8.02.

**ARTICLE 12 - JURY DUTY**

12.01 It is agreed that the Employer shall compensate full-time employees for the difference between their regular wages and payment received while performing Jury Duty or while serving as a subpoenaed witness in a Court Action or Coroner's Inquest.

**ARTICLE 13 - INSURANCE**

13.01 In order to assist in protecting full-time employees who have completed their probationary period, from the financial hazards of illness and accidents, the Employer agrees to contribute, on behalf of all eligible employees, sixty percent (60%) of the premium cost of the following:

- a) Medical Services Plan of BC;
- b) The CLAC Western Canada Group Insurance Plan providing benefits as described in Schedule "B".

13.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

- 13.03 The Employer agrees to continue to pay premiums and maintain insurance coverage herein provided as follows:
- a) in the event of a layoff before the 15th of the month, to the end of the month, or if after the 15th of the month to the end of the following month;
  - b) in the event of sickness or accident, to the end of the third (3rd) month following the month first incapacitated. The employee may continue insurance benefit coverages for which he is eligible, at his own cost.

#### **ARTICLE 14 - SICK LEAVE BENEFITS**

- 14.01 Regular full-time employees are entitled to sick leave benefits to be accumulated at the rate of one-half ( $\frac{1}{2}$ ) day for each month in which the employee works a minimum of one hundred and fifty (150) hours, to a maximum of six (6) days. Sick leave benefits shall be paid out as of the second (2nd) day, for each workday missed due to illness or accident unless weekly indemnity, long-term disability payments, or other insurance coverage applies. The Employer may request the employee to provide a doctor's certificate.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

- 15.01 The Employer may grant a leave of absence, without loss of seniority rights, for a maximum period of two (2) months, to all full-time employees on completion of one (1) year of service. The leave shall be without pay, and without benefits. The following guidelines apply:

- a) where possible, employees must submit twenty-one (21) days minimum written notice;
- b) leaves of absence will generally be limited to one (1) person, based on seniority;
- c) the employees' job will be available on return;
- d) conflicting requests for a leave of absence will be decided jointly by the Employer and the Union.

The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.

15.02 If the employee furnishes false information regarding sick leave or a leave of absence request, or fails to abide by the terms of a leave of absence, he or she shall be subject to discipline.

15.03 In the event of death in an employee's immediate family (spouse, parents, sister, brother, children, mother-in-law, or father-in-law), the employee shall be entitled to be absent from work three (3) days with pay. Employees who do not complete their shift following notification of a death in the immediate family, shall be paid full shift hours, in addition to the foregoing bereavement leave. Where an employee is bereaved of a person not noted in the above, a reasonable leave of absence will be granted.

**ARTICLE 16 - SAFETY AND HEALTH**

16.01 It is the intent of the Employer and the Union to ensure a safe, healthy and productive work environment. The parties shall cooperate in, and the Employer shall implement and enforce policies and procedures in accordance with current legislation that ensure the safety and well-being of the employees and the public, including a drug, alcohol and smoke free work environment.

**ARTICLE 17 - UNION-MANAGEMENT COMMITTEE**

17.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage co-operation but stimulates it, recognizing that while management without labour can do nothing, labour without management cannot survive.

- 17.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include, but not be limited to:
- i) hiring policies;
  - ii) discipline and discharge policies;
  - iii) training and promotion;
  - iv) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint an equal number of representatives, not to exceed two (2), to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be posted for the information of all employees.
- 17.03 A committee member, attending a Union-Management meeting during regular working hours, shall be entitled to their normal hourly rate of pay.
- 17.04 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, delegated or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

**ARTICLE 18 - CLOTHING**

- 18.01 Where an employee is required to wear appropriate clothing, such clothing shall be selected in consultation with the employees. The employee will be requested to contribute thirty percent (30%) to the cost of such clothing to a maximum of one hundred dollars (\$100.00), payable over a maximum of four (4) pay periods, or as mutually agreed. Employees who remain employed for less than one (1) year following receipt of such clothing shall be expected to return such apparel. Cost of replacement clothing will be shared fifty/fifty (50/50) between the Employer and the employee.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.
- 19.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or reoccurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

- 19.03 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.04 A "Group Grievance" is defined as a single grievance, signed by a Steward, or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.05 Step 1 If an employee has been unable to resolve a difference in direct discussion with his supervisor, he shall submit a written grievance, accompanied by a Steward, to his immediate supervisor within ten (10) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5th) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.
- Step 2 If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written Step 2 grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

**ARTICLE 20 - ARBITRATION**

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 20.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 20.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 20.08 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses to meet to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 20.09 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.10 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 20.11 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 20.12 The parties will equally bear the expense of the single Arbitrator.
- 20.13 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

**ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING**

- 21.01 If, after verbal warnings, a warning of record is called for, such warning shall be in writing with copies issued immediately to a Steward and to the Union office. Employees may request that a Union Steward be present for all disciplinary discussions. If such request is made, the employee will not be reprimanded until a Steward or Representative can be present.
- 21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration. This provision excludes probationary employees.

**ARTICLE 22 - TECHNOLOGICAL CHANGE/ADJUSTMENT**

- 22.01 The Employer shall notify the Union two (2) months in advance of its intent to introduce material changes in production methods or facilities. The parties agree to institute an adjustment plan in accordance with the provisions of Section 54 of the Labour Relations Code of BC
- 22.02 Where jobs are eliminated due to the introduction of labour-saving equipment or technological change, the displaced employee will either be trained to operate the new equipment or be trained for other duties, whenever possible.

- 22.03 Employees with three (3) years or more service, whose employment is eliminated because of technological change as outlined in 22.02, closure, or automation, shall be entitled to severance pay of one (1) weeks' pay at his regular straight time rate for each one (1) year of employment with the Employer, to a maximum of thirteen (13) weeks.

### **ARTICLE 23 - EDUCATION AND TRAINING FUND**

- 23.01 To further the training of Union members, the Employer agrees to remit three cents (\$0.03) for each regular hour worked to the Union's Education and Training Fund. Training fund shall be remitted in accordance with the timelines stipulated for Union dues.
- 23.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

**ARTICLE 24 - DURATION**

24.01 This Agreement shall be effective on the first (1st) day of October, two thousand and two (2002), and shall remain in effect to and including the thirtieth (30th) day of September, two thousand and five (2005), and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

24.02 Notwithstanding Article 24.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

24.03 The parties agree to exclude the operation of Section 50 (2),(3) of the Labour Relations Code.

**DATED** at Vancouver, British Columbia, this \_\_\_\_ day of \_\_\_\_\_,

2002.

Signed on behalf of  
**B.C. COACH SERVICES LTD.**

Signed on behalf of  
**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA,  
LOCAL NO. 501**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE 'A'

### CLASSIFICATION AND RATES OF PAY

Classification	Hourly rate effective		
	Oct. 1/02	Oct. 1/03	Oct 1/04
Sightseeing Clerk	\$ 9.00	\$ 9.25	\$ 9.50
Customer Service			
0 – 6 months	\$ 9.50	\$ 9.75	\$10.00
7 – 12 months	\$10.30	\$10.55	\$10.80
13 – 18 months	\$10.50	\$10.75	\$11.00
19 – 36 months	\$11.25	\$11.50	\$11.75
thereafter	\$13.00	\$13.25	\$13.50

#### Ticket Sales

hired full time before October 1, 2002:

	\$14.05	\$14.35	\$14.55
--	---------	---------	---------

#### Premiums

Ticket sales	\$ 1.00 per hour
Charge hand	\$ 0.50 per hour

#### General

1. The Employer agrees to pay employees who successfully complete Employer-approved work-related upgrading or training courses, including first aid, for all costs associated with such training.
2. For purposes of wage increments, seniority, and benefits, one (1) month equals one hundred fifty (150) hours.
3. Part-time and probationary employees shall receive a ten percent (10%) premium on top of their hourly rate in lieu vacation pay, statutory holiday pay, and insurance benefits.
4. Employees who are required to report for training will be paid their regular straight time hourly rate.

## **SCHEDULE “B”**

### **OUTLINE OF INSURANCE PLAN COVERAGE**

(This schedule does not form part of the collective agreement.  
It is for information only.)

- ◆ \$40,000.00 life insurance per employee;
- ◆ \$40,000.00 A.D. & D. per employee;
- ◆ extended health coverage for employee and family;
- ◆ prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter
- ◆ optical insurance for employee and family:
  - under 21: \$200.00 per year;
  - over 21: \$200.00 every two years;
- ◆ dental plan at the latest fee schedule available:
  - Basic services: 80% up to \$1,500.00 per person annually
  - Comprehensive: 50% up to \$1,500.00 per person annually
  - Orthodontic: 50% up to \$2,000.00 lifetime maximum per child under 19;
- ◆ semi-private hospital coverage with no deductible for employee and family;
- ◆ weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the second (2<sup>nd</sup>) day of accident and the fourteenth (14<sup>th</sup>) day of sickness for a maximum of one hundred nineteen (119) days. (2/14/119)
- ◆ long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65. (120/65)

## **SCHEDULE “C”**

### **CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement.  
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

**COLLECTIVE AGREEMENT**

**BETWEEN**

**B.C. COACH SERVICES LTD.**

**AND**

**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA,  
LOCAL NO. 501**

## INDEX

<u>Topic</u>	<u>Article</u>	<u>Page</u>
Arbitration	20	23
Checkoff	6	7
Clothing	18	21
Discharge, Suspension and Warning	21	25
Duration	24	27
Education and Training Fund	23	26
Employment Policy and Union Membership	5	5
Grievance Procedure	19	21
Holidays	10	12
Hours of Work and Overtime	8	9
Insurance	13 & Sched."B"	16
Jury Duty	12	16
Leaves of Absence	15	17
Purpose	1	1
Recognition	2	2
Safety and Health	16	19
Seniority, Layoff and Promotions	11	13
Sick Leave Benefits	14	17
Strikes or Lockouts	4	5
Technological Change/Adjustment	22	25
Union-Management Committee	17	19
Union Representation	3	3
Vacations	9	10
Wages and Rates of Pay	7 & Sched. "A"	8