

**AGREEMENT**

**BETWEEN**

**GREYHOUND CANADA TRANSPORTATION  
CALGARY, ALBERTA, CANADA**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 378**

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## **GENERAL CLAUSE**

Entered into by and between Greyhound Canada Transportation Corp., their successors and assigns, hereinafter called the "Company", Party of the First Part, and Office and Professional Employees' International Union, Local 378, hereinafter called the "Union", Party of the Second Part.

The purpose of the Agreement is to maintain an harmonious relationship between the Company and employees; to define clearly the hours of work, rate of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

### **ARTICLE 1 - UNION SECURITY AND RECOGNITION**

#### **1.01 Certification**

- (a) This agreement shall apply to and be binding upon all employees of the Company described in a Certificate issued to the Union by the Canada Labour Relations Board on the 16th day of April, 1974, and which are a "unit of employees of Greyhound Canada Transportation Corp., comprising employees of Greyhound Canada Transportation Corp., employed in British Columbia and classified as Operations Supervisors," or such other classification or job titles as may be established by the Company to cover the job duties and functions of Operations Supervisors.
- (b) The Company will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified officers, Councillors, Job Stewards and/or representatives. The Union will notify the Company in writing as to who are the elected representatives of the Union authorized by the Union to discuss and, wherever possible, resolve problems arising out of this Agreement.

#### **1.02 Gender/Singular and Plural**

Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so requires. Where the singular is used in this Agreement, it shall mean and include the plural where the context so requires.

#### **1.03 Time Periods**

Where the time periods are specified in days, weeks, months or years, and the context does not otherwise provide, the Agreement shall be taken to mean the calendar period.

#### **1.04 Bargaining Unit Work**

Unless agreed to by the Job Steward, duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except pursuant to 4.04 (b) or in emergencies, or in the absence or unavailability of regular employees.

#### **1.05 Contracting Out**

Unless agreed to by the Union, the Company will not contract out work normally performed by employees within the bargaining unit which will result in any displacement of such employees. For the length of this agreement existing contracts and arrangements shall be exempt from this Clause.

#### **1.06 No Other Agreement**

The Company agrees not to enter into any agreement with any employee or group of employees which conflicts with any terms or conditions of this Agreement.

#### **1.07 Headings and Sub-Headings**

The headings and sub headings used in this agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

## **ARTICLE 2 - PERSONAL RIGHTS**

#### **2.01 No Discrimination**

Neither the Union nor the Company, in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or discipline or in any other way because of race, colour, creed, national origin, age, sex or marital status.

## 2.02 Harassment and Discrimination

- (a) Greyhound Canada Transportation Corp. and the OPEIU Local 378 are committed to providing a workplace where everyone can expect to be treated with dignity and respect and where no employee is subject to harassment or discrimination. There shall be neither by the Company, the Union nor the employee, any discrimination, harassment, interference, restriction or, coercion with respect to any employee in the matter of payment of negotiated wages, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge by reason of (c) below.
- (b) The legitimate and proper exercise of the Company's right to supervise and manage, for example, performance reviews, work evaluations and disciplinary measures taken for any valid reason, does not constitute harassment under this policy.
- (c) Harassment in the workplace includes personal harassment and sexual harassment.

(i) Personal Harassment

Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation or any other reason that is not listed herein but is included in the Canadian Human Rights Act. It includes discriminatory or harassing behaviour directed at an individual, which causes substantial distress in that person and serves no legitimate work related purpose. Such behaviour could include, but is not limited to:

- Physical threats or intimidation;
- Words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- Distribution or display of offensive pictures or materials.

(ii) Sexual Harassment

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault when any one or more of the following conditions are present:

- the conduct engaged in or the comment made by a person who knows or ought reasonably to know that the conduct or comment is unwanted or unwelcome;
- the comment or conduct is accompanied by a reward or the express or implied promise of a reward for compliance;
- the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal for refusal to comply;
- the conduct or comment is accompanied by the actual denial of opportunity or the express or implied threat of the denial of opportunity for failure to comply; or
- the conduct or comment is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) Complaints

- (i) All complaints under this article, both formal and informal should be made to any Manager, Officer of the Company, Human Resources Department or, the Union Representative. The parties encourage any complainant to first attempt resolution by approaching the alleged harasser directly. Human resources or the General Manager, Passenger Services BC Region and/or the Union Representative/Job Steward are available to assist in this informal resolution process.
- (ii) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing to either the Human Resources Department or to their manager within twenty-eight (28) calendar days of the most recent occurrence. A copy will be sent to the Union Office and the Union Representative will be kept informed on the investigation process and the results.
- (iii) An alleged offender shall be given notice of such complaint under this clause and shall be given notice of, and be entitled to attend, participate in and, be represented in the investigation process and the results.
- (iv) The employee, the alleged harasser, the Company and the Union shall hold complaints of this nature in strict confidence.
- (v) Where the results of the investigation result in any disciplinary action, any notes to an employee file, any transfer, etc. that affects a bargaining unit employee, the Union will be made aware of such action.

- (vi) If a complaint is not satisfactorily resolved under this process, complainants and/or alleged harasser as bargaining unit members have the right of pursuing a grievance or filing a complaint under the Canadian Human Rights Act.

### **2.03      Legislation**

The parties subscribe to the principles of the Canadian Human Rights Act and the Canadian Charter of Rights and Freedoms insofar as this legislation establishes the minimum acceptable standards.

### **2.04      Protection Against Legal Action**

- (a) All reasonable expenses and costs with respect to any legal action brought jointly against an employee and the Company or against the employee will be paid by the Company when, in the opinion of the Company, such employee is acting within the scope and during the course of his employment and provided such actions do not constitute a gross disregard or neglect of his prescribed duties as an employee.

The Company will indemnify and save harmless any employee from any actions, claims, cause or demand that may be made or arise out of the employee carrying out his prescribed duties within the scope and course of employment with the Company except where the action of such employee constitutes a gross disregard or neglect of his prescribed duties as an employee.

- (b) If legal action is brought against an employee as a result of performing his prescribed duties, it is the employee's responsibility to notify the Company as soon as possible.

## **ARTICLE 3 - UNION SECURITY**

### **3.01      Union Membership**

The Company agrees that all employees, as defined in this Agreement, within fifteen (15) days of the signing of this Agreement or within fifteen (15) days of employment with the Company, whichever event shall later occur, as a condition of continued employment with the Company, shall make application to become members of the Union and remain members in good standing of the Union.

### **3.02 Introduction to Union**

The Company shall allow the Job Stewards fifteen (15) minutes on Company time to introduce all new employees to the Union and to ensure all new employees sign dues deduction forms, initiation and memberships cards. The aforementioned fifteen (15) minutes of time will be arranged within the first fifteen (15) days of employment with the Company. Once the above referenced forms are completed, the Job Steward will return them to the Company who will in turn forward the executed forms to the Union.

### **3.03 Union Dues**

- (a) The Company will honour written assignments of wages for Union dues and assessments and shall remit such dues and assessments to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Notwithstanding any provisions contained in this Article, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid wages of the employee in the Company's possession.
  
- (b) The Company agrees to include the total amount of Union dues deducted for each employee in the appropriate box on the T - 4 slip (or other document as determined by government).

## **ARTICLE 4 - JOB STEWARDS**

### **4.01 Job Stewards**

The Union shall notify the Company in writing of the names of employees who will act as Job Stewards at each location, one of whom will be designated a Senior Job Steward.

### **4.02 Duties of Job Stewards**

The authority of the Job Steward(s) shall be limited to the following activities:

- (a) The investigation and presentation of grievances and disputes and of such complaints or evidence that may give rise to grievances or disputes.
  
- (b) Transmission, posting or otherwise delivering Union notices, bulletins to employees or to the Company. The Union will be allocated space on Company bulletin boards to post official communications from the Union to its members, provided the communications are not in conflict with the Company's business interests.

#### **4.03 Management and Job Stewards Meeting**

- (a) The Union and the Company agree that in the interest of maintaining harmonious relations, it is to their mutual advantage to convene regular monthly meetings for the purpose of discussing and resolving any issues that may arise in the workplace. Upon request such meetings will take place on a monthly basis and may be in the format of a teleconference.
- (b) All Job Stewards will be permitted to attend such meetings without loss of pay, but there will be no resulting overtime or other premium costs to the Company.

#### **4.04 Time Off for Union Business**

It is understood that the Steward(s) have their regular work to perform on behalf of the Company and will spend only such time during working hours as is necessary to carry out their activities in 4.02 (a) and (b) above. The Steward(s) will obtain permission of their supervisor before leaving their work to deal with the above activities. Such permission will not be unreasonably withheld. Steward(s) will be allowed to carry out their duties under 4.02 (a) and (b) above without loss of pay.

#### **4.05 Union Leave**

- (a) Employees elected or appointed to full-time Union positions will be granted leaves of absence without pay on request. Time spent with the Union will be considered as service with the Company and the employee will continue to accrue seniority with the Company during such period. Employees on such leave will at their option continue to participate in any Company welfare and pension plans as provided by this Agreement, provided the Union reimburses the Company on a monthly basis for the cost of such premiums. Employees on leave to work for the Union, on application to the Company, will be re-employed by the Company at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in his classification assuming he had never left the employment of the Company.
- (b) The Company will grant leaves of absence without pay to employees who are elected as representatives to attend Union meetings, conventions, arbitrations or to conduct Union business. The Company agrees to advise the Union of the actual amount of pay deducted from these employees, as soon as possible.

- (c) The Company will grant a leave of absence with pay to one employee who is required to participate in collective bargaining when authorized by the Union. The maximum paid leave of absence under this clause shall be no more than four (4) days pay at the regular rate.

Granting of leaves of absence in accordance with the above will be subject to mutual agreement by the parties to provide satisfactory coverage for the work which would normally be performed by the employee on leave.

## **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURES**

Should any grievance arise between the Company, the Union and/or an employee under the terms of this Agreement, such grievance will be disposed of in the following manner:

### **5.01 Definition and Recognition of a Grievance**

- (a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

### **5.02 Grievance Procedure**

- (a) Step One

The grievance will be presented in writing to the Operations Manager, Passenger Services by the employee and/or the Union within seven (7) days of the date the employee and/or the Union becomes aware of the occurrence of the grievance.

- (b) Step Two

In the event the grievance is not satisfactorily disposed of within three (3) days, the grievance will be presented in writing by the employee or the proper representative of the Union, within the next seven (7) days, to the General Manager, Passenger Services B.C.

(c) Step Three

In the event the grievance has not been settled by the General Manager within ten (10) days from the date it is submitted to him, the grievance may be submitted within the next seven (7) days to the Vice President, BC Region.

For the purposes of accelerating the resolution of applicable grievances, the parties may mutually agree to refer the grievance to non-binding Federal Grievance Mediation prior to moving on to step four. The parties mutually agree to freeze the timelines respecting step four if the grievance is before Federal Grievance Mediation.

(d) Step Four

Arbitration - In the event the grievance has not been satisfactorily adjusted within fifteen (15) days of submission to the Vice-President, Passenger Services Canada or his designated representative, the matter may, on written notice of either party, within thirty (30) days, be submitted for final determination to a single arbitrator to be selected in the following manner:

Within seven (7) days of notice to proceed to arbitration, the parties shall agree on naming a single arbitrator. Should the parties fail to reach agreement on naming the arbitrator, the necessary appointment shall, upon the request of either party, be made by the Minister of Labour of Canada.

The arbitrator shall proceed as soon as practical, but not later than ten (10) days thereafter except by mutual consent, and shall render his decision as soon as possible and forward a written copy of his decision to each party. The decision of the arbitrator shall constitute the award which will be binding on the parties and shall be implemented within fifteen (15) days of the award.

Where an employee has been dismissed, suspended or disciplined, the arbitrator may substitute such other penalty for the dismissal, suspension or discipline as the arbitrator considers just and reasonable in all the circumstances. The arbitrator shall not have the power to change, amend or modify any of the provisions of this Agreement.

### **5.03 Arbitration Costs**

Each party to this Agreement shall be responsible for one half of the fees and expenses of the single arbitrator.

#### 5.04 Time Lines

The time limits provided for in Steps 2, 3, and 4 of the grievance procedure may be extended or waived by mutual agreement.

### ARTICLE 6 - SENIORITY

#### Definitions

- (a) Company Service – is defined as the length of an employee’s continuous service with the Company (be it internal or external to the bargaining unit).
- (b) Bargaining Unit Seniority – is defined as the length of an employee’s continuous service in the bargaining unit.
- (c) Full Time Seniority – is defined as the length of an employee’s continuous service in a full time position in the bargaining unit.
- (d) Part Time Seniority – is defined as the number of hours worked in a part time position.
- (e) Continuous Service – is defined as the uninterrupted period of time between the employee’s date of hire and the employee’s date of termination. Continuous service can exist within the Company, within the bargaining unit or, within a full time position.

#### 6.02 Seniority Lists

The Company shall compile and maintain two seniority lists: full time and part time. Each seniority list shall include, but not be limited to: employee name, status, location, bargaining unit seniority date, and the applicable part time or full time seniority.

Seniority lists will be posted not less than once every twelve (12) months, with a copy given to the Union. Any discrepancies, errors or omissions must be noted in writing to the Company, within thirty (30) days of such posting, after which the lists will be accepted as correct.

#### 6.03 Calculation of Seniority

- (a) Probationary Period  
After a new employee has accumulated a period of service of 520 hours within the bargaining unit, he shall be granted seniority from the date of his employment. During such 520 hours worked, the employee shall be on a probationary basis.
- (b) Employees Hired on the Same Day

When two (2) or more employees commence work with the Company on the same day, their relative seniority shall be determined by a method of random selection mutually agreed between the Company and the Union.

(c) Part Time

Part time seniority shall consist of the total number of straight time and overtime hours worked.

(d) Full Time

Full time seniority will accrue from the date of hire into a full time position.

(e) Absence from Work

(i) Except as otherwise provided by this Agreement, bargaining unit seniority and full time seniority shall continue to accrue for an employee absent from work.

(ii) Part time employees will continue to accrue seniority on a prorated hourly basis if they are absent from work in excess of thirty (30) days due to illness or injury.

(iii) Such employees must continue paying union dues, fees, assessments and/or levies to the Union during such leave. An employee shall lose all accumulated seniority and may be terminated if the employee does not obtain a waiver from the union or, does not continue to make such payments (directly or via deduction at source).

#### **6.04 Portability of Seniority within the Bargaining Unit**

(a) Part Time to Full Time

Upon successfully bidding into a permanent full time position, the accrued part time seniority shall be frozen. Full time seniority shall commence in accordance with 6.03(d).

(b) Full Time to Part Time

(i) Where a full time employee without part time seniority moves to a part time position, his bargaining unit seniority will be used to determine his position on the part time seniority list. The same hours accrued by the employee below him on such list will be assigned to him.

(ii) Where the full time employee has previous part time seniority, 6.04(b)(i) shall apply as well as the addition of his frozen hours.

(iii) Voluntary movement from full time to part time will result in the immediate loss of all full time seniority.

#### **6.05 Services Outside the Bargaining Unit**

An employee who accepts a position with the Company outside the bargaining unit shall continue to accrue seniority for a period of six (6) months from the date of commencement of such non-bargaining unit work. The union and the Company may mutually agree to allow the employee a six (6) month extension, however, seniority shall be retained but not accumulated during this extension. Should the employee continue in the position beyond one (1) year, all seniority in the bargaining unit will be forfeited.

#### **6.06 Movement from Outside the Bargaining Unit**

Any person employed by Greyhound Canada Transportation Corp., upon moving from outside the bargaining unit to a position covered by this Agreement shall be credited with their Company service (as defined in Article 6.01 (a)). Company service will be recognised for the purpose of vacation entitlement and benefit waiting period only. All seniority will commence in accordance with Articles 6.01 and 6.03.

### **ARTICLE 7 - EMPLOYMENT, DISCHARGE AND TERMINATION**

#### **7.01 Probation**

A new employee will be considered on probation as per Article 6.03(a).

#### **7.02 Confirmation Letter**

Upon termination of employment, an employee shall, upon request, receive a letter of confirmation from the Company showing his term of service with the Company and the capacity in which he was employed.

### 7.03 Discipline

- (a) The Company may suspend or dismiss any employee, for just and reasonable cause, by written notice. If such employee believes that he has been unfairly treated, he may within seven (7) days from the date of being suspended from duty or dismissed, seek settlement of the matter through the grievance procedure as set forth in Article 5 Grievance Procedure, commencing at the step in the grievance procedure which involves the level of management from whom the notice was originally issued. The Union may initiate any grievance of suspensions or terminations at Step Three of the Grievance Procedure. Failure of an employee to seek settlement of his case within the said 7-day period will cancel any claim unless it is shown that he was prevented from seeking settlement through illness or accident or other reasons acceptable to the Company.
- (b) This Section shall only apply to employees who have passed through the probationary period as set out in this Agreement.
- (c) In case of disciplinary action, employees shall be notified within twelve (12) days of the date the Company becomes aware of the alleged offence. Disciplinary action, if taken, must be given within twenty-one (21) days of the date the Company becomes aware of the alleged offence. No immediate suspension will be made without a thorough investigation.
- (d) Any member called to appear before Company officials shall have the right to have a Union representative accompany him if he so desires, and the Company shall advise the affected employee of this right.
- (e)
  - (i) The employer shall not introduce as evidence in a hearing, any document from an employee's file, the existence of which the employee was not aware of.
  - (ii) An employee shall be given a copy of any disciplinary documentation placed on the employee's file and may request that rebuttal comments relating to the documentation be added to the file. Should an employee wish to dispute any entry in the file he shall be entitled to such recourse through the grievance procedure. When disputes are resolved in favour of the employee, the employer shall remove all references to the documentation from the employee's file.
  - (iii) An employee may upon request inspect the contents of his personnel file. Any document therein may be copied. The Union, with the written consent of the employee, shall have the right to inspect and copy the contents of the employee's personnel file.
  - (iv) Any disciplinary documentation placed in an employee's file shall not be considered after a period of eighteen (18) months from the date it was placed in the file,

provided that there has been no further documentation relating to the same specific issue.

Note: For the purposes of this Article, the term "shall not be considered" shall mean that the document will not be used for progressive discipline once it has passed the time line without a recurrence.

#### **7.04 Inadequate Performance**

An employee may be terminated for inadequate performance only after the following procedures: The Company must demonstrate that progressive discipline has been applied. If progressive discipline has been applied and a deficiency still exists then, a written notice of warning of the deficiency will be provided to the employee with a copy to the Union and such notice will specify a period of time of not less than sixty (60) days and not more than ninety (90) days within which the employee assisted by the supervisor concerned is to correct the deficiency. If at the end of this period of time, the Company wishes to extend this period it will be only after consultation with the Union. If, at the end of this period of time, the time limit is not extended and the deficiency has not been corrected, the employee may be terminated upon 2-weeks' further notice or 2-weeks' pay in lieu of notice.

#### **7.05 Job Postings**

##### **(a) Permanent Position**

- (i) When a position within the bargaining unit becomes vacant, the vacancy will be offered to bargaining unit employees prior to filling the position from outside the bargaining unit by posting the vacancy on bulletin boards in all locations in British Columbia for a period of eight (8) calendar days. Employees absent from work for reasons such as vacations, medical, leaves of absence, or other reasons acceptable to the Company, shall be notified of the vacancy by the Company sending a double-registered letter to their last known address. These notified employees shall have thirty (30) days from the date of receiving the double-registered letter to apply for the posted position. If an employee does not receive the double-registered letter, the Company will notify the Union prior to the expiry of the thirty day time limit. This time limit may be extended for reasons acceptable to the Company. Preference shall be given to the senior employee as defined in Article 6.01 provided such employee is qualified or can qualify within a reasonable period of orientation. Preference shall be given to full-time employees on postings for permanent full-time positions.

##### **(b) Temporary Assignments**

- (i) Temporary assignments are vacancies that typically are known to have an end date, but may also include indefinite vacancies due to illness. Temporary assignments are not continuous and seniority accrued shall be in accordance with Article 6.
- (ii) Temporary assignments, at locations with bargaining unit employees, shall be posted at their respective locations only. Any resultant vacancies will also be posted only at their respective locations.
- (iii) Temporary assignments at locations where no bargaining unit employees are based shall be posted at all locations; and the resultant vacancies, if any, shall be posted only at the location affected.
- (iv) If no employees bid on these temporary assignments, the junior employee at that location will be assigned. If no employee bids on a temporary assignment at a location with no bargaining unit employees, the junior employee in the bargaining unit will be assigned. Such assignments will be subject to the Company's operational requirements.
- (v) Except as limited herein, these postings shall be in accordance with 7.05(a), above.

#### **7.06 Part-time Operations Supervisors**

Part time Operations Supervisors are defined as employees hired in accordance with this Collective Agreement to perform work of a continuing nature as defined by the job description, where there is insufficient work to justify a full-time employee.

#### **7.07 Loss of Seniority**

An employee shall lose his or her seniority only in the event that:

- (a) the employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position.
- (c) the employee retires in accordance with the applicable provisions of this Agreement;
- (d) the employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than one (1) year.
- (e) the employee accepts any position with the Company outside of the bargaining unit, except as expressly provided otherwise by this Agreement;

- (f) the employee fails to maintain membership in good standing in the Union.

## **ARTICLE 8 - HOURS OF WORK - SHIFTS - OVERTIME - HOLIDAYS**

### **8.01 Hours of Work**

(a) Work Week

For the purposes of this Article, the normal hours of work will be based on seven (7) days per week continuous operation.

(b) Shift Schedules

For each full-time employee the bi-weekly hours of work shift schedules and the break periods shall be in accordance with past practice at the date the agreement is signed except as mutually agreed between the parties. The Union will make every effort to co-operate and will not unreasonably withhold agreement to the shift schedules.

### **8.02 Shift Bids**

(a) Employees will sign up for full-time shifts at their location on a seniority basis, for a minimum of two (2) and a maximum of four (4) shift bids each year and will be no less than three (3) months duration. For the summer period only, the bid may be less than three (3) months, subject to Union approval. Such shift bids will be implemented two weeks after posting, and shall not incur any additional overtime penalties on the Company.

(b) An employee who works less than the normal number of full-time shifts per year as a result of the annual shift bid can be required to relieve an employee who has worked more than the normal number of full-time shifts per year as a result of the annual shift bid for those shifts which were in excess of the normal at no additional cost to the Company.

### **8.03 Overtime**

(a) Full Time - All hours worked prior to the start of a normal full time scheduled daily shift or after the conclusion of a normal full time scheduled daily shift or on any scheduled day off will be paid at overtime rates.

(b) Part Time – Part time employees will incur overtime after working the normal daily full time hours or, the normal weekly full time hours.

- (c) Overtime Rate - The overtime rate shall be one and one-half times the regular hourly rate. The regular hourly rate shall be determined by dividing the employee's monthly salary by 173.3.
- (d) Offering of Overtime - The Company will make all attempts to use part-time employees at straight-time, prior to overtime shifts being offered. Where overtime is required overtime shifts shall be offered to bargaining unit employees, on a voluntary basis, in the following manner:
- (i) Preference will be given to the senior full-time employee at the location requiring relief.
  - (ii) If no full-time employees are available, preference will be given to the senior part-time employee at the location requiring relief, who is capable of performing the job.
  - (iii) If no full-time or part-time employees are available at that location, preference will be given to the senior full-time employee in the bargaining unit, who is capable of performing the job.
  - (iv) In the event that no full-time regular or part-time employees voluntarily accept this overtime, this shift shall be assigned to the junior part-time employee in the bargaining unit, who is capable of performing the job. In all cases, the Company agrees to use bargaining unit employees prior to assigning work outside the bargaining unit.

If overtime is worked voluntarily, no further compensation or expenses will be paid. The applicable overtime rate will be paid only for the time actually worked.

#### **8.04 Filing Open Shifts**

- (a) If a shift comes open of up to three (3) days, it will be offered to the senior part time employee who is on days off.
- (b) If a shift comes open of more than three (3) days, it will be offered to the senior part time employee, regardless of whether that employee is on days off. Should such employee not be scheduled off, his hours will be available for back filing by other part time employees.
- (c) Where an open shift is resultant from a vacation of more than one (1) week, the part time employee must fill the shift as originally scheduled, including days off in the middle of the open shift but not the days off at the end of the open shift.
- (d) Should no employee voluntarily select the open shifts, the Company may require the most junior part time employee to take the open shift(s).

## ARTICLE 9 - LAYOFF AND RECALL

### 9.01 Layoff

It is recognized that there are two (2) types of layoff: temporary layoffs and permanent layoffs. Temporary layoffs are layoffs that are not more than twelve (12) months during which the affected employee maintains recalls. Permanent or indefinite layoffs are layoffs that either last beyond twelve (12) months or, are known at the time of layoff to be permanent.

It is agreed that there shall be no partial reduction of any hours of work for any employees in lieu of layoff, without the mutual agreement of the Parties.

#### (a) Union Notice

- (i) Temporary layoffs – If a temporary reduction in staff is necessary, the Company shall provide the Union office with as much notice as possible, in writing, but not less than fourteen (14) calendar days prior to the effective date of layoff.
- (ii) If a permanent reduction of staff is necessary, the Company shall provide the Union office with as much notice as possible, in writing but not less than fourteen (14) calendar days prior to any layoff notices being sent to the affected employees. The Company shall arrange to meet with the Union within this fourteen (14) day period to discuss the impact of the layoffs, and possible alternatives.

#### (b) Employee Notice

Affected employees will be given no less than fourteen (14) days notice, in writing, or pay in lieu thereof, and the procedure in 9.01 (d) will be adopted, subject to Article 10.

#### (c) Order of Layoff

- (i) Probationary employees will be laid off first. The Company agrees that probationary employees hired last will be laid off first.
- (ii) It is understood that the elimination of a full time position would give the affected employee the right to exercise bumping rights in accordance with Article 9.02.
- (iii) Thereafter, employees shall be laid off on the basis of their bargaining unit seniority (regardless of full time or part time seniority), with the employee at each location

with the least bargaining unit seniority being laid off first, provided the employees retained are qualified to meet the normal requirements of the work.

(d) Benefit Entitlement while on Lay Off

At the option of the laid off employee, benefits and entitlements may be continued, for a maximum of twelve (12) months, provided the employee prepays the Company for the full cost of all related premiums.

(e) Bargaining Unit Work Assignments

Temporary assignments shall be offered to bargaining unit employees, including laid off employees, prior to filing them from outside the bargaining unit.

(f) Training Opportunities while on Layoff

Any laid off employee will have the opportunity to participate in any retraining resultant from the application of Article 10, prior to the hiring of new bargaining unit employees. Refusal of such training opportunity will result in the loss of any recall rights.

(g) Work Outside the Bargaining Unit while on Layoff

Laid off employees will be offered the opportunity to apply for positions outside the bargaining unit in seniority order of those on layoff, prior to such positions being offered to new Company employees. Laid off employees successful in obtaining Company work outside the bargaining unit shall retain their recall rights in accordance with the Collective Agreement.

(h) Seniority Accrual

Seniority shall accrue for any employee who is laid off in accordance with this Agreement, for the duration of the recall period. Such time will be for bidding purposes and will not be considered in calculating length of service increases.

## 9.02 Bumping Rights

Employees, upon being laid off, shall have the right to:

- (a) to bump a junior employee at any work location covered by this agreement; or
- (b) accept any part-time or temporary assignment at the location at which the layoff occurred, in seniority order of the laid off employee(s) at that location; or
- (c) accept any part-time or temporary assignment at any location, in seniority order of all laid off employees; or
- (d) accept training in accordance with the provisions of this Agreement, provided there is a bargaining unit position available.

In accepting any one of the above four (4) options, an employee still maintains his recall rights in accordance with this Agreement.

The Company shall provide affected employee(s) with full particulars with respect to all options available to them. Any options which are declined by the employee(s), or which are accepted but cannot be exercised in full, shall not affect the employees' right to select one (1) of the remaining options.

## 9.03 Recalls

### (a) Order of Recalls

- (i) Recalls will be made in the inverse order of the layoffs, at the location the layoff occurred, provided that the employees so recalled are qualified to meet the normal requirements of the work.
- (ii) In the event of a subsequent requirement for an additional bargaining unit employee at the location from which the employee was laid off, the affected employee shall retain the right to return to this position for a period of twelve (12) months from the effective date of the layoff notice. This right may be waived by written notice by the employee to the Company and the Union.

### (b) New Hires

New employees will not be hired until laid off employees who are qualified to meet the normal requirements of the work have been recalled.

(c) Notice of Recall

Employees will be notified of recall by the Company by registered letter sent to their last known address. The employee shall report for work within seven (7) days of receiving the notice of recall, failing which recall rights for such job will be lost except that employees who are unable to report because of sickness, injury or other reason acceptable to the Company at the time of recall will not lose their rights under this Article.

(d) Refusal of Recall

Laid off employees shall have the right to decline a recall or temporary assignment, if the duration of such recall or temporary assignment is less than two (2) months; provided there are qualified bargaining unit employees available to fill the temporary assignment at that location. If the employee turns down the assignment, and no other qualified employee is available, Article 7.07 (d) will apply.

(e) Duration of Recall Rights

Employees on layoff will be eligible for recall for a period of twelve (12) months, from the date last worked in this bargaining unit.

## **ARTICLE 10 - AUTOMATION AND TECHNOLOGICAL CHANGE AND TRAINING**

### **10.01 Notice of Introduction**

The Company will provide the Union with as much notice as possible, in writing, of any intention to introduce automation, new procedures or new equipment which might result in the displacement or layoff of bargaining unit employees. The Company agrees to meet with the Union as soon as practicable, to discuss the impact of the intended changes.

### **10.02 Training**

Employees affected by procedures outlined in 10.01 will be retrained for such changes, and such training shall take place on Company time. Subject to operational requirements, training or retraining shall be offered to all affected employees in the following circumstances:

- (i) any change in employees' job functions and responsibilities;

- (ii) specific special assignments and/or temporary assignments, which require improvement or enhancement of employees' existing knowledge, abilities and/or skill;
- (iii) new jobs are created within the bargaining unit.

**10.03 Displacement**

Employees displaced by procedures outlined in 10.01 will be entitled to the provisions of Article 9 herein.

**10.04 Training Premium**

Employees who are specifically directed to train other employees in OPEIU bargaining unit positions, shall receive a premium of fifteen dollars (\$15.00) over their regular rate of pay, for each day, or partial day, so required.

**ARTICLE 11 – ANNUAL VACATION**

**11.01 Vacation Entitlement**

- (a) Every full-time employee shall become entitled to an annual vacation on the conclusion of each year's service. Part-time employees shall receive their applicable vacation entitlement paid out in each pay period.
- (b) Annual vacations will be as follows:

FULL-TIME EMPLOYEES AS OF NOVEMBER, 1998:

After 1 year of service - 3 working weeks  
After 7 years of service - 4 working weeks  
After 15 years of service - 5 working weeks

**11.02 Vacation Split**

Any employee may, voluntarily, split the vacation for which he has qualified under this Section, into three (3) periods, none of which may be less than one (1) working week.

**11.03 Vacation Pay**

Employees on annual vacation will receive their regular rate of pay at the time vacation is taken.

Employees shall be paid their vacation pay fourteen (14) calendar days prior to commencement of their vacation, upon written request.

#### **11.04 Pay in Lieu of Vacation**

Upon termination of service, the pay in lieu of a vacation shall be:

- (a) In the case of an employee with less than one (1) year of service, four (4%) of his total earnings. More than one (1) year of service and up to seven (7) years of service, six percent (6%) of his total earnings upon which vacation pay is due. Seven (7) years up to fifteen (15) years of service, eight (8%) percent of his total earnings upon which vacation pay is due. More than fifteen (15) years of service, ten (10%) percent of his total earnings upon which vacation pay is due.
- (b) An employee who fails to report for duty at the end of his vacation period, unless prevented from doing so by sickness, accident or other reason acceptable to the Company, will be considered to have left the service of the Company.

#### **11.05 No Vacation Accumulation**

Vacations are not to be cumulative and may only be taken during the 12-month period immediately following the year in which they were earned.

#### **11.06 Vacation Relief Coverage**

Only one (1) employee will be allowed off on vacation at a time at each location. It is agreed that part-time Operations Supervisors will provide vacation relief coverage when available and will be compensated in accordance with Article 20.03 herein. Should no part-time employees be available or should the Company be unable to obtain personnel to provide such coverage, full-time employees in the bargaining unit will be offered relief coverage at overtime rates.

#### **11.07 Restricted Vacation Periods**

Employees may take vacations during the summer and Christmas restricted periods, on the condition that they take said vacations in one (1) or two (2) week blocks, and provided that no more than one (1) bargaining unit employee is off at each location. Vacations during the restricted period will be granted, providing that relief is available.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

## **12.01 Statutory Holidays**

The following days are acknowledged as Statutory Holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	

## **12.02 Holiday Pay**

### **(a) Pay for Working the Holiday**

Employees who work on one or any of the preceding Statutory Holidays will have the option of being paid, in addition to their regular rate of wages for that day, one and one-half-times (1 1/2X) their regular rate of wages for the time that each such employee worked on that day or only receiving pay at one and one-half (1 1/2) times rates for all time worked on the Statutory Holiday and banking an extra day off, with pay, to be taken at a mutually agreed time.

### **(b) Banking the Holiday**

Employees who do not work on one or any of the preceding Statutory Holidays will have the option of being paid out a day's pay or banking the day to be taken at a later date as a day off with pay at a mutually agreed time.

All accumulated Statutory Holidays must be taken within twelve (12) months from the date they were earned or they will be paid out.

### **(c) Pro-rated Pay for Part-time Employees**

Employees who work less than a full calendar year will be paid as per Clause 12.02(a) and 12.02(b), as applicable, pro-rated for the portion of the calendar year worked.

## **ARTICLE 13 - EXPENSES AND ALLOWANCES**

### **13.01 Company Business**

The Company will pay for fare, meals, sleeping accommodation and any reasonable expenses for employees while travelling on Company business. Expenses must be supported by receipts.

### **13.02 Time Spent Travelling**

#### **(a) Required to Work Away**

If an employee is required to work at a point away from his normal place of work, he will be paid for all such work on a basis as if he were working at his normal place of work. Time spent travelling to and from such outside work will be paid at the employee's regular rate of pay, but except as provided in Clause (b) hereof, such time will not be used in computing overtime.

#### **(b) Travelling Time**

If, in any one day, an employee's time worked plus travelling time exceeds his normal day's work, that portion of the time worked at the outside point which exceeds his normal day's work will be paid at the employee's overtime rate.

#### **(c) Travelling on a Day Off**

Employees shall receive their overtime rate for all time spent travelling and/or working on a day off which is a scheduled day off.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 Leave Without Pay**

(a) The Company may grant a leave of absence without pay, in writing, to any employee where such absence will not interfere with the Company's operations. All such requests shall be made in writing. The Company will not unreasonably withhold such leaves of absence.

(b) The Company agrees to notify the Union on all leaves of absence granted.

(c) An employee who wishes to return early from a Leave of Absence must notify the company in writing at least forty-eight (48) hours in advance of his return.

## **14.02 Maternity, Adoption and Parental Leave**

Maternity, Adoption and Parental Leave shall be in accordance with the Part III of the Canada Labour Code (Labour Standards).

## **14.03 Court Attendance and Jury Duty**

- (a) An employee covered by this Agreement who is instructed in writing by the Company to attend court, inquests, or other investigations, or is subpoenaed in reference to acts which occurred during his tour of duty, will be allowed the same compensation he would have earned had he remained at his regular work.
- (b) An employee who is required to attend court as herein provided on his regular day off, shall be paid at overtime rate for all such time.
- (c) An employee receiving compensation, as set out above, will remit to the Company any witness or court fee, expenses or other remuneration received by him from others.
- (d) Jury Duty - Employees on Jury Duty will be allowed the difference between the daily compensation they would have earned had they remained on their assignment and the daily amount paid by Jury Duty.

## **14.04 Bereavement Leave**

In the event of a death in the immediate family, every employee who has completed three (3) consecutive months of continued employment shall be entitled to bereavement leave with pay at their regular rate of wages on any of their normal working days that occur during three (3) consecutive days during the seven (7) days immediately following the day of the death provided that one of these three (3) consecutive days must fall on the day of the funeral. Such pay for all purposes shall be deemed to be wages.

Should the employee require travel to attend a funeral of an immediate family member, the Company will make every effort to ensure the individual is supported.

Immediate family is defined as an employee's parent, spouse, common-law spouse, fiancée, child, spouse's child, brother, sister, father or mother in-law, grandparent, grandchild, grandfather or grandmother in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

#### **14.05 Leave for Temporary Position Outside Bargaining Unit**

The Company will grant a leave of absence to any employee covered by this agreement who accepts a temporary position with Greyhound Canada Transportation Corp. outside the bargaining unit. This temporary position shall not exceed six (6) months in length but may be extended up to a further six (6) months upon mutual agreement between the Company and the Union. Seniority shall not accrue during this leave or any extension but present seniority credits shall be maintained.

#### **14.06 Special Leave**

Any regular employee not on a leave of absence without pay shall be entitled to a one (1) day special leave at his basic pay rate to attend his/her formal hearing to become a Canadian citizen. The normal process for requesting a leave of absence is to be followed.

#### **14.07 Retain Rights**

Employees who are granted Leaves of Absence shall retain all rights, conditions and entitlements under the Collective Agreement, except where the Agreement expressly provides for otherwise.

## **ARTICLE 15 – HEALTH AND WELFARE AND DENTAL CARE PLAN**

#### **15.01 Preamble**

For the life of this Agreement, the contributory Health and Welfare Plan, between Greyhound Canada Transportation Corp. and the non-union employees, as outlined in the Enrolment Guide and Summary Booklet (a copy of which is attached to this Collective Agreement), shall apply to the employees covered by this Agreement. Such contributory plan is subject to the terms and conditions of contracts or policies entered into between Greyhound Canada Transportation Corp. and the insurance provider.

The Company agrees to meet and treat with the Union regarding any proposed changes to the benefits outlined in the Enrolment Guide and Summary Booklet, prior to implementation of such changes. The Union agrees that where the change is an improvement in the plan, the Company will not be prohibited from implementing such improvement, provided that the Union receives prior notice of such change.

## 15.02 Participation

All full time employees and all permanent part time employees working thirty (30) or more hours per week are required to join the plan when first eligible, except where employees provide documentation that they have alternate coverage under another plan.

The Company and the Employee agree to pay the premiums for the plan as set out below, while in the paid employ of Greyhound Canada Transportation Corp.:

Life and Accidental Death and Dismemberment Insurance –

Company pays 100% of the premium

Extended Health Care – Company pays 100% of the premium

Long Term Disability – Company pays 50% of the premium; Employee pays 50% of the premium

Dental Coverage – Company pays 75% of the premium; Employee pays 25% of the premium

Employees on an unpaid leave of absence other than under the provisions of Article #14.02 will be privileged to pay 100% of the premiums while on such leave.

## 15.03 Contents of the Plan

The contributory plan shall include the following:

- (a) Basic Life Insurance
- (b) Basic Accidental Death & Dismemberment Insurance
- (c) Special AD&D Coverage While Travelling on Company Business
- (d) Short Term Disability Plan
- (e) Long Term Disability
- (f) Hospital Coverage
- (g) Major Medical Benefits
- (h) Special Out-of-Canada Coverage
- (i) Prescription Drug Coverage
- (j) Paramedical Practitioners Coverage
- (k) Vision Care
- (l) Dental Coverage – Company pays 75%
- (m) Optional Benefits.

## **ARTICLE 16 - STRIKES, LOCKOUTS AND PICKET LINES**

### **16.01 No Strike or Lockout**

During the life of this Agreement, the Union will not authorize any strike or walkout and the Company will not cause any lockout.

### **16.02 Right to Refuse to Cross Picket Line**

It shall not be a violation of this Agreement or cause for discipline, discharge or other discrimination of any employee to recognize a picket line of other employees of Greyhound Canada Transportation Corp. engaged in a labour dispute. Any employee failing to report for duty shall be considered to be absent without pay.

In the event that any employees of Greyhound Canada Transportation Corp., other than those covered by this Agreement, engage in a labour dispute and maintain picket lines, employees covered by this agreement shall not be required to perform work normally done by those employees.

The Union shall notify the employer as soon as possible of the existence of such recognized picket lines.

## **ARTICLE 17 - SAVINGS CLAUSE**

### **17.01 Government Action Affecting Agreement**

- (a) If any Article, Section, Paragraph, Clause or Phrase of this Collective Agreement shall by Federal Law or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.
  - (i) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 17.01 (a) above.
  - (ii) If mutual agreement cannot be reached as provided in Clause 17.01(a)(i) above, the matter may, at the option of either Party, be referred directly to Federal Mediation or arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

- (b) Where legislation provides better terms and conditions of employment for any Employee(s) than is provided for in this Agreement, the parties agree to meet and discuss possible changes to the applicable article(s) of the Collective Agreement.

## **ARTICLE 18 - MANAGEMENT RIGHTS**

### **18.01 Management Rights**

The Company shall continue to have the exclusive right to take any action it deems appropriate in the management of the business and direction of the work force in accordance with its judgement. All management functions and prerogatives which the Company has not expressly modified or restricted by a provision of this Agreement are retained and vested exclusively in the Company.

### **18.02 Rules and Regulations**

Management reserves the exclusive right to decide and implement all policies, rules and regulations where such policies are not inconsistent with provisions of the Collective Agreement. However, where such policies, rules and regulations deal with matters covered in this Agreement, such policies will not be implemented until the wording has been agreed with the Union.

### **18.03 Fair and Reasonable**

The Company agrees that in the exercise of any of its rights, as set out above, it shall do so in a just and reasonable manner.

## **ARTICLE 19 – EMPLOYEE TRAVEL GUIDE**

### **19.01 Continuation of Employee Travel Guide**

For the life of this Agreement the Employee Travel guide in existence as of January 1, 2002, a copy of which is attached to this Agreement, shall apply to the employees covered by this Agreement.

## ARTICLE 20 – WAGE SCHEDULES

### 20.01 General

New employees will start at the start rate unless otherwise agreed by the Union.

### 20.02 Full Time Operations Supervisor

Length of Service Increases – full time employees will receive automatic progression along the salary scale on the anniversary date of service with the Company as an Operations Supervisor.

	01-Jan-01	01-Jan-02	01-Jan-03	01-Jan-04	01-Jan-05	01-Jan-06
	5% lump sum		2.50%	3.00%	2.00%	3.75%
Start	\$3,162.00	\$3,162.00	\$3,241.05	\$3,338.28	\$3,405.05	\$3,532.75
1 year	\$3,432.00	\$3,432.00	\$3,517.80	\$3,623.33	\$3,695.80	\$3,834.39
2 years	\$3,568.00	\$3,568.00	\$3,657.20	\$3,766.92	\$3,842.25	\$3,986.34

### 20.03 Part Time Operations Supervisor

Part Time Operations Supervisors will be paid at the applicable rate prorated on an hourly basis for time worked. The hourly rate shall be determined by dividing the applicable full time operations supervisor's monthly salary by 173.3.

Part Time Operations Supervisors will receive automatic progression along the salary scale, on their completion of each two thousand and eighty (2080) hours worked.

## ARTICLE 21 - EXISTING BENEFITS

### 21.01 Matter of Practice

The Company agrees that no employee will lose any benefits which he has been receiving as a matter of practice as a result of the execution of this Collective Agreement.

## **ARTICLE 22 - DURATION OF AGREEMENT**

### **22.01 Terms to Continue in Force**

This agreement shall continue in full force and effect from January 1, 2002 until December 31, 2006 inclusive. After the expiry date, this agreement and all its provisions shall remain in full force and effect until a revised contract is signed between the Parties.

## **ARTICLE 23 – SUCCESSORSHIP**

### **23.01 Application of Article**

The provisions of this Article shall apply equally to all Bargaining Unit Employees.

### **23.02 Successorship**

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, as per the definition in Section 44 of the Canada Labour Code, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

### **23.03 Notice of Transfer**

The Employer shall give the Union prior written notice of any disposal of its operation, in whole or in part, in any manner referred to in this Article in accordance with Clause 9.01(a)(ii).

**LETTER OF UNDERSTANDING #1**

**Between**

**Office and Professional Employees' International Union**  
**Local 378**  
**("Union")**

**And**

**Greyhound Canada Transportation Corporation**  
**("Company")**

**Revelstoke Operations Supervisor**

The parties agree that when the Company deems it necessary to employ a person to perform the duties of an Operations Supervisor at Revelstoke, B.C. this person will become a member of the O.P.E.I.U., Local 378.

Signed on this 14<sup>th</sup> day of November, 2002.

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Office & Professional Employees  
International Union Local 378  
Per: Kelly Quinn,  
Union Representative

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Greyhound Canada Transportation  
Corp.  
Per: Mirian van Essen,  
Human Resources Manager

**LETTER OF UNDERSTANDING #2**

**Between**

**Office and Professional Employees' International Union**

**Local 378**

**("Union")**

**And**

**Greyhound Canada Transportation Corporation**

**("Company")**

The parties to this Agreement mutually agree that: bargaining unit employees who are laid off as a result of reduced full-time bargaining unit positions at any location and who elect to bump another work location, shall be allowed a flat-rate one-time payment of \$500 for single employees and \$1000 for married employees toward moving expenses.

This payment shall not apply towards routine bumping as a result of bidding other work locations.

This agreement excludes internal movement in the lower mainland of British Columbia.

Signed on this 13<sup>th</sup> day of November, 2002.

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Office & Professional Employees

International Union Local 378

Per: Kelly Quinn,

Union Representative

---

Greyhound Canada Transportation

Corp.

Per: Mirian van Essen,

Human Resources Manager

**LETTER OF UNDERSTANDING #3**

**Between**

**Office and Professional Employees' International Union**  
**Local 378**  
**("Union")**

**And**

**Greyhound Canada Transportation Corporation**  
**("Company")**

The Company agrees that during the life of this Agreement there will be no additional contracting out of bargaining unit work except as mutually agreed between the Company and the Union.

Signed on this 13<sup>th</sup> day of November, 2002.

---

Office & Professional Employees  
International Union Local 378  
Per: Kelly Quinn,  
Union Representative

---

Greyhound Canada Transportation  
Corp.  
Per: Mirian van Essen,  
Human Resources Manager

**GREYHOUND CANADA  
TRANSPORTATION CORP.  
877 Greyhound Way South West  
Calgary, Alberta  
T3C 3V8**

**LETTER OF UNDERSTANDING #4**

June 12, 1996

Mr. Don Percifield  
Senior Business Representative  
Office and Professional Employees' Union  
2nd Floor, 4595 Canada Way  
Burnaby, B.C.  
V5G 1Z4

Dear Mr. Percifield:

The Company agrees that Greyhound Canada Transportation Corp. will live up to its obligations under the Canada Labour Code regarding severance pay.

The Company will attempt to locate employment elsewhere in the system for any laid off employee, recognising the rights and obligations the Company has or may have to other unions or employee groups. There can be no guarantee that such employment may be found.

Yours very truly,

Roger Pike  
Vice-President Western Region  
**GREYHOUND CANADA TRANSPORTATION CORP.**

**LETTER OF UNDERSTANDING #5**

**Between**

**Office and Professional Employees' International Union  
Local 378  
("Union")**

**And**

**Greyhound Canada Transportation Corporation  
("Company")**

**Re: Implication of Job Description**

With respect to the above cited subject matter, the Company and the Union do hereby expressly and mutually agree as follows:

Nothing contained in the job description Titled "Operations Supervisor - Job Description - B.C. Region", agreed upon between the Company and the Union on November 13, 2002, shall be used by the Company in any form, manner, or proceeding, to in any way seek the exclusion of any bargaining unit job or employee from the bargaining unit.

This Letter of Understanding may be changed at any time by the written mutual agreement of the Company and the Union.

This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

Signed on this 13<sup>th</sup> day of November, 2002.

---

Office & Professional Employees

International Union Local 378

Per: Kelly Quinn,

Union Representative

---

Greyhound Canada Transportation

Corp.

Per: Mirian van Essen,

Human Resources Manager

**LETTER OF UNDERSTANDING #6**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,**

**LOCAL 378**

**("Union")**

**And**

**GREYHOUND CANADA TRANSPORTATION CORPORATION**

**("Company")**

**Re: Training**

With respect to the above cited subject matter, the Company and the Union do hereby expressly and mutually agree as follows;

The Employer specifically agrees to provide reasonable training to employees in the bargaining unit to ensure that they can perform any new work function(s) reflected in the job description titled, "Operations Supervisor - Job Description - B.C. Region", agreed upon between the Company and the Union on November 13, 2002. For greater clarity and certainty, it is understood and agreed that such new work function(s) shall be determined by comparison with the body of work historically performed by the employees in the bargaining unit.

This Letter of Understanding may be changed at any time by the written mutual agreement of the Company and the Union. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein writing, and shall so apply.

Signed on this 13<sup>th</sup> day of November, 2002.

---

Office & Professional Employees

International Union Local 378

Per: Kelly Quinn,

Union Representative

---

Greyhound Canada Transportation

Corp.

Per: Mirian van Essen,

Human Resources Manager

**LETTER OF UNDERSTANDING #7**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 378  
("Union")**

**And**

**GREYHOUND CANADA TRANSPORTATION CORPORATION  
("Company")**

**Re: Pension Plan**

**Once the Company has definite information regarding the Pension Plan and any changes that may be made either to the terms of the existing Plan or other plans that may be implemented in its place, the Parties agree to meet to discuss such prospective changes and any options that may exist.**

**Signed at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2003.**

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**FOR THE COMPANY**

**Miriam Van Essen,**

**Human Resources Manager**

---

**FOR THE UNION**

**Kelly Quinn**

**Union Representative**

**LETTER OF UNDERSTANDING #8**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 378**

**("Union")**

**And**

**GREYHOUND CANADA TRANSPORTATION CORPORATION**

**("Company")**

**In the event of a legal strike, legal lockout, or picket line, which is not as a result of the actions of this bargaining unit, the Company shall continue to provide full benefit coverage as prescribed in Article 9.01 (d).**

**Signed this 14<sup>th</sup> day of November, 2002.**

\_\_\_\_\_  
Office & Professional Employees  
International Union Local 378

Per: Kelly Quinn,  
Union Representative

\_\_\_\_\_  
Greyhound Canada Transportation  
Corp.

Per: Mirian van Essen,  
Human Resources Manager

**LETTER OF UNDERSTANDING #9**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 378**

**("Union")**

**And**

**GREYHOUND CANADA TRANSPORTATION CORPORATION**

**("Company")**

The Employer and the Union do hereby expressly and mutually agree that the following provisions shall apply with respect to Employees who are required or assigned to use video display terminals (VDTs) such as computers:

1. Eye Examinations

As all Employee's covered by this Agreement are required to use a video display terminal, such Employee shall have his or her eyes examined by an ophthalmologist of the Employee's choice every two (2) years. In each case the examination shall be at the Employer's expense where costs are not covered by any of the benefit plans referred to in the Collective Agreement.

2. Eye Wear

Employees who are eligible for eye examinations pursuant to paragraph (1) above shall also be entitled to provision of eye wear paid for by the Employer in the amount of Two Hundred Dollars (\$200.00) for every two (2) years, or portion thereof, of such eligibility, based upon the submission of receipts.

Signed this 15<sup>th</sup> day of November, 2002.

Greyhound Canada Transportation

Corp.

Per: Mirian van Essen,

Human Resources Manager

Office & Professional Employees

International Union Local 378

Per: Kelly Quinn,

Union Representative

## **POSITION DESCRIPTION:            OPERATIONS SUPERVISOR**

Basic Responsibility:

Participates in the formulation and administration of Company policy relating to the assignment of equipment and driver performance. Determines and controls the utilization of equipment and manpower in a manner reflecting high customer service and financial accountability. Identifies operational deficiencies and implements corrective action.

General Responsibilities:

Regulates and directs the movement of equipment and drivers in accordance with the operational requirements and policies of the Company. Interprets and enforces the Agreement, Operator's Rule Book and related Company policy. Promotes safety and Safety Department policy among drivers. Participates in grievance procedure and arbitration process as required. Protects Company property, equipment and assets. Evaluates and processes accordingly, all driver pay claims.

### **ORGANIZATION RELATIONSHIPS**

1.     Reports to:     Passenger Operations Manager

2.     Supervises:     All Operations

3.     Functional Coordination:

- Operations Control – Equipment requirements.
- Maintenance Department – Equipment requirements.
- Charter Department – Equipment and manpower requirements.

4.     Other significant Relationships:

Station Supervision – In the absence of Operations Managers or Assistant Operations Managers, general supervision of all terminal functions.

Operations Supervisors – Coordinates and communicates with other Dispatch locations as required.

### **FUNCTIONS AND DUTIES:**

1.     Directs equipment use and driver activities throughout a region, in collaboration with other Operations Supervisors, so as to achieve optimum bus and driver utilization, maximum economy, and quality service to passengers. Implements and administers policies and procedures with respect to the operations function.

2. Ensures continuity of operations in accordance with schedules, Company policy and government regulations.
3. Determines the need for extra sections and assigns additional equipment and drivers.
4. Calls to work and assigns drivers as required. Ensures compliance with uniform, safety and all other operational policy. Provides any instruction and available information that may be required.
5. Interprets and enforces the Agreement, Operator's Rule Book and all Company rules and regulations relating to operators. Conducts employee interviews and issues discipline when violations necessitate.
6. Ensures compliance with the Hours of Service Regulations and the National Safety Code.
7. Coordinates with maintenance personnel and all related departments to ensure the prompt and effective handling of "road failures", accidents or service disruptions.
8. Issues the appropriate arrival/departure announcements. Updates all personnel, PSC, reader boards and departments, including other Dispatch Offices, regarding schedule delays, road closures, accidents or other pertinent information.
9. Completes forms/reports, collects and enters data and, maintains records as required.
10. Adjusts operational procedures to accommodate schedule delays, road failures, accidents or other unusual occurrences.
11. Conveys information and provides service to the public as required. Attempts to satisfy customers and correct service failures, including authorization of allowances. Refers complainants to others, if necessary. Performs other Customer Service duties as assigned by the Company.
12. Determines when to use foreign-line equipment and hires in accordance with Company guidelines, completing all necessary paperwork.
13. Plans drivers' vacations, L.O.A.'s, book-offs, furloughs and recalls in accordance with Company guidelines, in consultation with the Passenger Operations Manager.

14. Performs such other duties and responsibilities as may be assigned.

**SIGNING PAGE**

IN WITNESS WHEREOF each of the Parties hereto have caused this Agreement to be signed by its duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Greyhound Canada Transportation Corp.

\_\_\_\_\_  
Office & Professional Employees International Union Local 378

\_\_\_\_\_  
Miriam Van Essen, Manager Labour Relations

\_\_\_\_\_  
Jerri New

\_\_\_\_\_  
Dave Mell

\_\_\_\_\_  
Kelly Quinn

\_\_\_\_\_  
Carol Ann Sutherland

\_\_\_\_\_  
Mike Palosky, Chief Job Steward