

COLLECTIVE AGREEMENT

Between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

April 1, 2003 – March 31, 2006

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COLLECTIVE AGREEMENT

BETWEEN:

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

(hereinafter called the "Union")

OF THE SECOND PART

COVERING THE PERIOD April 1, 2003 TO March 31, 2006

PREAMBLE

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

SECTION 1 BARGAINING AGENCY AND RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Employer as described in the certification as issued on August 19, 1996, and as amended May 23, 2000 by the Labour Relations Board of British Columbia. Properly accredited officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.
- 1.02 The Union shall provide the Company with the names of its officers, representatives, job stewards and committee members.
- 1.03 Officers and authorized representatives of CUPE Local 113 will have access to the Employer's premises to conduct legitimate Union business during working hours. Union officers and representatives shall notify the manager on duty of their presence.
- 1.04 The following wage schedule and working conditions shall be binding on the parties and shall govern all employees of the company referred to therein for the period commencing April 1, 2003 and ending March 31, 2006 and thereafter unless and until it is reopened as provided for in SECTION 2.

SECTION 2 NOTICE TO BARGAIN

- 2.01 Either party may give to the other, not more than ninety (90) days, not less than sixty (60) days written notice of its intention to open the Agreement prior to its expiry date of March 31, 2006 and the parties hereto agree to meet and bargain collectively within two (2) weeks of such notice, with a view to the renewal of said Agreement. This Agreement provides for its continuance during this term of collective bargaining. Whenever the masculine is referred to in this Agreement, it shall also include the feminine. There shall be no strike or lockout for the term of this Agreement, and thereafter, until proper notice has been given according

to Section 57 of the Labour Relations Code.

SECTION 3 UNION MEMBERSHIP

- 3.01 All bargaining unit employees shall, as a condition of continued employment, become members of the Union and maintain their membership in good standing.
- 3.02 Each new bargaining unit employee shall become a member of the Union within seven (7) calendar days from the date of hire and shall remain thereafter a member of the Union in good standing as a condition of continued employment with the Employer in any job classification covered by this Agreement.
- 3.03 Any member who fails to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after thirty (30) calendar days written notice to the Employer by the Union of the employee's failure to maintain their membership in good standing.
- 3.04 Provided that should the Union notify the Employer, in writing, within the said thirty (30) calendar day period that the member is again a member in good standing, the original discharge notice to the Employer shall be deemed to be null and void and accordingly, the said member shall not be discharged.

SECTION 4 UNION DUES CHECK-OFF AND ASSESSMENTS

- 4.01 The Employer shall deduct from the pay of each bargaining unit employee covered by this Agreement regular monthly dues payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within fourteen (14) calendar days from the pay period in which the deductions were made. All bargaining unit employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from their pay of any amount equal to the regular monthly dues payable to the Union as described above. Such authorization forms shall be provided to the Employer by the Union.
- 4.02 Union Bulletin Board

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

4.03 Union Logo

Union members shall be entitled to wear a lapel pin displaying the Union logo as well as have the CUPE Union logo displayed on personal hats and shirts and on all buses and other vehicles driven by Union members.

SECTION 5 EMPLOYEE RESPONSIBILITY

5.01 The Union agrees that it is the responsibility of the individual employee to perform his work efficiently and to the best of his ability. It is further agreed that it is not the purpose or the intent of this Agreement to condone dishonesty or drinking on the job and that if an employee is dishonest or consumes any intoxicant prior to performing their duties as provided in the National Safety Code or the Motor Carrier Act or their regulations, it is mutually agreed that the employee may be subject to discipline, up to, and including termination from their employment.

SECTION 6 GRIEVANCE PROCEDURES

6.01 Definitions

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

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

The Employer and the Union recognize that grievances may arise concerning the discipline, suspension or discharge of any bargaining unit employee bound by this Agreement. All suspension and discharge grievances, shall begin at the second stage. If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned.

6.02 Step 1

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

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

6.03 Step 2

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

6.04 Step 3

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

6.05 Policy Grievances and Grievances Involving Suspension or Discharge

All suspension and discharge grievances must be presented at Step 2 of the grievance procedure within seven (7) days of the dismissal or suspension.

Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 3 within thirty (30) days of an answer at Step 2.

6.06 Grievance Mediation

Pursuant to Section 103 of the Labour Relations Code, where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a mediator shall, with the mutual agreement of the Parties:

- (a) investigate the difference,
- (b) define the issue in the difference and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The Parties agree to equally share the cost of the mediator for reasonable remuneration, travelling and out of pocket expenses.

Prior to the commencement of the grievance mediation hearing the Parties may agree that the decision of the mediator shall be binding.

6.07 Arbitration

- (a) If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure. If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.
- (b) Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall meet to select a single arbitrator. Should the Parties be unable to agree upon an arbitrator within an additional seven (7) days, either Party may make application to the Labour Relations Board to have an appointment made.
- (c) The decision of the arbitrator shall be final and binding on the Parties and the Parties shall share equally in the fees and expenses of the arbitrator. Should either Party disagree as to the meaning of the arbitrator's decision, either may apply to the arbitrator to have the decision clarified.

6.08 The time limits established in this section may be altered by mutual consent of the Parties. An employee whom the Employer suspends or discharges may be retained or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance procedure.

6.09 The Employer shall not discipline any employee except for just and reasonable cause. Nothing in this section shall restrict the right of the affected employee or the Union to grieve the discipline or discharge.

SECTION 7 UNION RESPONSIBILITY

7.01 It is understood the Company is a contractor of its services, and as such, must enter into service contracts which stipulate; "The contractor agrees to replace any driver specified, following a request in writing to do so." It is agreed and understood that the Company will do everything in its power to protect the job of

every employee. If, however, the Company receives proper written notification to remove an employee, the Company may be required to layoff said employee, if no work is able to be reallocated to them.

- (i) It is agreed that any reallocation of work will only be implemented after discussion with, and the agreement of the Union.
- (ii) Any request received in writing will be presented to the Union as part of any discussions on reallocating work.
- (iii) For the purposes of this section, layoff does not imply bumping rights, unless otherwise agreed between the parties.
- (iv) As part of the discussion between the parties as to the reallocation of work, it is understood that the selection of work assignments based upon seniority may not be a bar to any work assignment adjustments required in order to maintain ongoing employment.
- (v) Nothing in this clause precludes the rights of the Union to grieve according to section 6 of the collective agreement.
- (vi) Any work reallocations, or other such accommodations will be recorded in writing between the parties.

7.02 The Union agrees that it will not in any way interfere with or limit the right of the Company to manage, discharge or discipline its employees for just cause, provided however, that the Union reserves the right to invoke the terms laid out in section 6 above.

7.03 Right to Union Representation

If an employee is called in by the Company to discuss an incident, which may lead to disciplinary action in the form of a written warning, suspension or discharge, over that specific incident, the company will, prior to the initial discussion advise the employee of the seriousness of the incident. The employee is entitled to, upon their request, a Union Representative being present during any discussion regarding the incident. It is the Union's responsibility to ensure that a Union Representative is available at the time the company deems that the meeting or discussion is to take place, provided, the Union is given adequate notice of the meeting.

7.04 The Company will give the Union and the employee notice in writing forty-eight (48) hours prior to any suspension. An employee will not lose their weekly or bi-weekly guarantee because of the suspension. It is understood that a one (1) day suspension will be deemed as an eight (8) hour day or if a suspension of less than one (1) day occurs the actual time of the suspension will, for the purpose of the guarantee, be deemed as time worked. Any employee who receives a suspension, must start the suspension within fourteen (14) working days of the

said offence or the suspension will be considered null and void, or in the case of a letter, it will not appear in the employee's file.

- 7.05 In the case of an employee on a long term charter or holidays, then the forty eight (48) hour notice and the provision that the suspension or discharge must start within fourteen (14) days, begins the first day returning to his home property. The Union must be notified within forty eight (48) hours that this exception is necessary.
- 7.06 Employees shall keep the office informed of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so they may be readily located for recall.
- 7.07 The Union recognizes the right of the Company to operate and manage its business in all respects, including the right to discipline or discharge any employee, for just and reasonable cause, consistent with the provisions of this Agreement.

SECTION 8 LEAVES OF ABSENCE

8.01 General Leave

- (a) A leave of absence of less than fourteen (14) days shall be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company.
- (b) A leave of absence of more than fourteen (14) days may be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company and only with the permission of the Company and the Union.
- (c) Upon agreement between the Company and the Union, a leave of absence in excess of fourteen (14) days, for the purposes of furthering one's education at a recognized educational institution, for a period of up to three hundred sixty-five (365) calendar days may be granted insofar as the proper operation of the service will permit. Such request shall be in writing and leave shall be without pay or benefits or loss of seniority except that eligibility for benefits provided by this collective agreement shall not accrue for the period of the leave (for example, no credit for holiday entitlement shall be received for the period of the leave).
- (d) A leave of absence will not be granted to any employee for the purposes of entering other occupations.

8.02 Leaves of Absence for Union Business Without Pay

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted insofar as the proper operation of the Company shall permit. Such leaves of absence shall not be unreasonably denied by the Employer.

- (a) employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated;
- (b) employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment;
- (c) employees called by the Union to appear as witnesses before a hearing involving the Employer;
- (d) employees elected or appointed to the Union's bargaining committee;
- (e) employees elected or appointed to full-time positions within the Union will be granted a leave of absence for Union business to a maximum of two (2) years.

8.03 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the Employer may grant a leave of absence of up to three (3) days in length with pay for the purpose of arranging and or attending the funeral. Bereavement leave shall be granted only upon application by the employee and only for such time that the employee would normally have worked. Casual employees will be paid five (5) hours for each working day lost.
- (b) In addition, if employees are notified of the death while they are working, they shall be excused with pay for the balance of their working shift, wherever possible, and such time shall not be charged against the maximum three (3) days of leave.
- (c) "Immediate family" shall be limited to include spouse/partner, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, stepchild, adopted child or grandchild. In the event of the death of a mother or father, an employee may be granted a leave of absence for one (1) day with pay if unable to attend the funeral.

8.04 Remuneration While on Union Leave

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

8.05 Maternity Leave, Parental Leave and Adoption Leave

- (a) Maternity leave, adoption leave and parental leave without loss of seniority shall be granted as per the provisions of the Employment Standards Act to employees who have completed their probationary period.
- (b) Additional leave may be requested as per the provisions of section 8.01, however, the employee must pay both the Employer's and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.
- (c) Illness arising due to pregnancy during employment and prior to the leave of absence shall be covered by the benefit plans the same as any other illness up to a maximum of fifteen (15) working days.

8.06 Emergency Leave

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

8.07 Jury Duty

The Company agrees that an employee required to perform jury duty will not lose pay for regular work lost on their first two (2) scheduled work days, when they performed jury duty. The first two (2) days pay will be to a maximum of eight (8) hours each. Employees called for jury selection, and not chosen to serve on the jury, shall return to work upon the completion of the selection process, with no loss of regular pay. All fees obtained for jury duty up to the two (2) days, excluding travel and food, shall be remitted to the Company.

SECTION 9 CONTRIBUTOR WELFARE PLAN

9.01 The parties to this Agreement upon ratification shall share the cost of a Welfare Plan providing for the following benefits with the employer paying eighty-five percent (85%) of the cost and the full-time employee and the regular part-time employee paying fifteen percent (15%) of the cost. (Fringe Benefits shall be effective only after the probationary period).

- (a) Medical and Surgical Benefits under Medical Services Association Plan covering employees and dependants.

- (b) Weekly Indemnity Benefits providing for sick pay of seventy-five percent (75%) of wages for twenty-six (26) weeks for employees off on account of sickness or accident (Regular Part-time employees shall be paid W.I. benefits based on an average of their last eight (8) weeks worked up to a maximum of forty (40) hours per week). Weekly benefits to commence with the fourth day of sickness and the first day of accident not covered by Workers' Compensation. Employees off on account of sickness and accident may be required by the Company to produce medical evidence of disability. When an employee is sick for eight (8) working days or more, he shall be paid back from the first day of illness. Employees who use any sick days shall, when they return to work, accumulate sick days at the rate of two (2) days per month for each month worked, up to a maximum of twenty-six (26) weeks as provided above. Should an employee use any portion or all of their twenty-six (26) weeks and return to work for a period of twelve (12) months from the date of their last sickness, he/she shall have the full twenty-six (26) weeks reinstated. Employees shall be entitled to use their banked time as bridging days until covered by Weekly Indemnity Benefits.

If the Company requests a medical certificate for an employee illness, the Company shall reimburse the employee fifty (50%) percent of the cost of same, upon presentation of appropriate receipt.

A full time or regular part-time employee shall not be eligible for WI benefits if they are injured and claim lost wages from another party.

- (c) Effective April 1, 2001

Group Life Insurance of thirty-five thousand dollars (\$35,000.00) plus double indemnity in case of accidental death or dismemberment.

- (d) The Company agrees to provide a Dental Plan for all eligible full-time employees, regular part-time employees and their dependants only, with the premiums shared as eighty-five percent (85%) by the Company, fifteen percent (15%) by the employee. The benefits under the plan will be equivalent to those offered by C.U.&C. in Plan A (eighty percent (80%) co-insurance) and Plan B (fifty percent (50%) co-insurance). Eligibility shall be defined as one (1) year continuous employment calculated from the employees' anniversary date of hire. Summer lay-off for regular part time employees' shall be included. Plan C (50% co-insurance) Lifetime Benefit for each person covered by the Plan.
- (e) Employees who have been on a long term disability (LTD) for a period of twenty-six (26) weeks will be laid-off and will be subject to recall, as herein provided, for a further period of eighteen (18) months, with full seniority

rights accorded. If the employee is unable to return to work, the said employee may be terminated. An employee who is able to return to work within the above stated period of eighteen (18) months, must provide a medical certificate stating that he is fit for work. He shall be reinstated upon the first available vacancy or sign-up, whichever comes first, in their classification.

- (f) The Company shall upon request, issue a bus pass to all Transit Drivers.
- (g) Medical Travel Costs for air tickets to Vancouver for full-time, and regular part-time employees and their dependants eighteen (18) years or under, and for a spouse not working, subject to referral by their doctor for treatment in Vancouver that is not available in their area. The employee must apply, in advance, for the travel benefit, and the company will make the flight arrangements. It is understood that these flight arrangements are made on a least cost basis and as soon as the employee knows that they may be travelling, they will advise the company in writing of the date they must be in Vancouver, and also the date they will be returning in order that pre-booking savings can be realized. There will be a cap of six (6) round trips in any calendar year for the Company as a whole. It is agreed that this benefit is shared according to section 9.01 above.

- (h) Effective April 1, 2001

The Company will provide vision (eyeglasses) coverage to all full-time and regular part-time employees, and their dependants, children to the age of nineteen (19) to the amount of one hundred and fifty (\$150.00) every two (2) years, upon presentation of receipts. This coverage includes reading glasses.

- (i) School Bus Driver (effective September 2001)

The employees will pay employee benefit premium portions for the year over the ten (10) months of regular work. Instalments will be equally spread over the pay cheques received for the ten (10) month period beginning upon return to work in September and until the summer layoff in June. Should an employee continue to work an average of twenty (20) hours over the summer months, and as a result continue to be entitled to benefits, the Company will reimburse them any overpayment during the month of September.

- (j) The Company shall, upon request, pay for flu shots for all employees.

- (k) The Company shall, upon written request prior to the course being taken, pay for basic first-aid training for all drivers and monitors. Such training shall take place on non-instructional days (NID's) and employees taking such training shall be paid their regular wages for that day for up to a maximum of eight (8) hours.

SECTION 10 ANNUAL VACATIONS

10.01 Company is, subject to the approval of the membership prepared to pay all casuals their holiday pay on each cheque for all hours worked.

- (a) All full-time employees having one (1) year's service or more prior to the first day of January in any one (1) year, shall be entitled to two (2) weeks vacation with pay before the next first day of January, provided nevertheless, that all employees who enter the service between January 1st and December 31st, in any one (1) year will receive the following year, after completing twelve (12) months service a vacation of one twelfth (1/12) of the normal vacation pay, described herein for each month worked in the year which said employee entered the service of the Company. Employees shall be entitled to take one (1) week vacation after six (6) months service.
- (b) All full-time employees who complete two (2) or more years of service with the Company shall be entitled to three (3) consecutive weeks vacation with pay in the calendar year, which marks their second anniversary of service with the Company for all subsequent years. Notwithstanding anything contained in this Agreement, all School Bus Drivers (Terrace, Hazelton, and Smithers) calculated back from date of hire, who have worked a minimum of four thousand (4000) hours, or been in service of the Company for five (5) years (whichever comes sooner) shall receive six percent (6%) holiday pay. After completing eight (8) years of service eight percent (8%) holiday pay and after completing seventeen (17) years of service ten percent (10%) holiday pay. Regular part-time employees (Terrace, Hazelton, and Smithers School Bus Drivers) shall come under the provisions of section 10 (c) and (f) for three (3) weeks annual vacation when they are hired as a full-time employees, subject to the above qualification period of four thousand (4,000) hours.
- (c) Regular school bus drivers shall receive their holiday pay on each cheque for all hours worked.
- (d) All full-time employees, who have completed eight (8) or more years of service with the Company, shall be entitled to four (4) consecutive weeks of vacation with pay in the calendar year which marks their eighth anniversary of service with the Company and for all subsequent years.

- (e) All full-time employees, who have completed seventeen (17) or more years of service with the Company, shall be entitled to five (5) consecutive weeks vacation with pay in the calendar year which marks their seventeenth (17th) anniversary of service with the Company and for all subsequent years.
- (f) The pay for two (2), three (3), four (4) or five (5) weeks vacation shall be four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the gross earnings, excluding taxable benefits, of an employee.
- (g) Vacation periods shall be chosen according to seniority in accordance with section 12 herein. Vacation shall be granted during the months of June, July and August, but periods may extend into September, if necessary and employees may choose other months if they so desire. The Company agrees that vacations of less than three (3) weeks shall not be split unless the employee concerned agrees to such split. Vacations to be chosen by classification in each location.
- (h) Vacation pay to regular full-time employees and, upon request be paid one (1) week prior to the commencement of the annual vacation.
- (i) All employees who have completed fifteen (15) years of service with the Company, shall be entitled to, subject to operational requirements, upon request, a leave of absence without pay of one (1) week.

SECTION 11 SENIORITY, LAY-OFF, RE-HIRE AND PROBATIONARY PERIODS

11.01 Probation

- (a) New regular full-time and regular part-time employees, employed by the Company, shall be on probation for a period of three (3) months during which time, if they prove unsatisfactory, at the discretion of the Company, may be discharged provided the Union may grieve any alleged discrimination against the terminated employee. Any casual employee made a regular part-time or regular employee shall be placed on probation for three (3) months, provided however, the employee has worked for the Company for a minimum of six (6) months, the probationary period shall be reduced to one (1) month. New mechanics will have a probationary period of six (6) months.
- (b) Employees' seniority with the Company shall be determined by their continuous age in the service, each within their own classification, and location. In the event a layoff becomes necessary the last man on, the first man off. In rehiring such employees, the last man laid off shall be the first man rehired and so on until all men have been rehired providing, of course, that such laid off employees have left their addresses on file with the company so that they may be readily available.

11.02 Seniority

An Employee Seniority is determined as follows:

- (a) For Fringe Benefits - (annual vacations and Contributory Welfare Plan) Seniority is determined by and from his/her date of hire with the Company.
- (b) Classification Seniority - (Bus Driver, Truck Driver, Monitor, ParaTransit, Handi Dart, Mechanic, Serviceman, Serviceman Bodywork, Garage Helper/Coach Cleaner, Tour Guide). Each employee will accumulate seniority only within their current classification and location which is determined from the entry date of the employee into his/her current classification and location.

EXAMPLE: an employee who works in Terrace for ten (10) years as a driver applies for and is successful in getting a driver position in Hazelton, and works there for two (2) years. A vacancy then occurs in Terrace and the same driver (now in Hazelton), applies for the position and is successful. In this case the driver has twelve (12) years Company seniority, ten (10) years Terrace location seniority, and two (2) years Hazelton seniority. During the sign up in Terrace the driver may use their ten (10) year classification and location seniority for the purposes of choosing work. In the event of a layoff the driver's Company seniority will be applied as per section 11.02 (e).

- (c) Layoff and Recall Seniority - In the event that a layoff becomes necessary due to a shortage of work, the company and the Union recognize the principle of last man on first man off, each within their classification and location. In rehiring laid off employees, the last man laid off shall be the first man rehired and so on until all laid off employees have been rehired, providing of course, that such laid off employees have left their addresses on file with the Company so that they may be readily available.

The Company shall not permanently layoff an employee without giving the employee, in writing, at least:

- (i) one (1) weeks' notice for employees with less than one (1) year service with the Company
- (ii) two (2) weeks' notice for employees with one (1) year or more service with the Company
- (iii) one (1) additional weeks' notice for each subsequent completed year of service with the Company up to a maximum of eight (8) weeks notice, or pay in lieu of notice.

- (d) In the event an employee does not return to his/her employment when properly notified by registered mail by the Company, he/she shall be dropped from the seniority list and the next man called and so on, provided nevertheless, that an employee by his own option, need not return to work of an unknown duration of less than fourteen (14) days, providing further, that an employee junior to him/her is available to take the recall. In the event the Company does not recall the employees, as provided, within twenty-four (24) months of layoff, it is mutually agreed that the employee shall be deemed to be terminated.

- (e) Bumping Seniority - The lay-off and recall of employees will be based on company seniority (i.e. date of hire), regardless of classification seniority provided the employee is qualified and able to perform the work. There will be no geographical bumping. In the event of recall, reverse bumping will occur.

- (f)
 - (i) In the event of a full-time driver being laid off he/she will get first priority over casual employees for up to forty (40) hours of work per week, for work he/she is qualified to do.

 - (ii) In the event of a regular part-time driver being laid off he/she will get first priority over casual employees for up to twenty (20) hours of work per week, for work he/she is qualified to do.

 - (iii) The caps on hours described above shall not apply to work available during the summer months.

- (g)
 - (i) In the event more than one full-time driver is laid off, casual work of up to forty (40) hours of work per week will be given on the basis of previous seniority according to qualification.

 - (ii) In the event more than one regular part-time driver is laid off, casual work of up to twenty (20) hours of work per week will be given on the basis of previous seniority according to qualification.

 - (iii) The caps on hours described above shall not apply to work available during the summer months.

- (h) It is understood that in the event a full-time employee is not provided full-time work or a regular part-time employee is not reassigned (by way of sign-up) a specific run, that after twenty-four (24) months, as provided in section 11.02 (d), that employee loses all rights to recall and shall be deemed terminated.

SECTION 12 CHOOSING OF WORK

- 12.01 (a) Employees shall pick their work according to classification/seniority and location. The senior union employee shall choose any work they are qualified to do in their classification and location, followed by the next senior employee and so on until all work is filled.
- (b) In addition to the classification of Bus Driver, there shall be two (2) further sub-classifications established to promote accessibility to charter work and to provide an opportunity to the employees to become trained on highway equipment as follows:
- (i) Regular Part-time Highway Equipment Bus Drivers shall be defined as an employee who is classified as a Bus Driver but also operates highway equipment and is eligible for all the provisions of the section dealing with charters (section 26.00). For the purposes of choosing highway work, accrued seniority from entry level date he/she qualified on highway equipment, subject to section 26.02.
 - (ii) Part-time Highway Equipment Bus Drivers shall be defined as an employee who is classified as a Bus Driver who the Company may utilize for short range work, and seniority will not apply. A list shall be made up by the Company as to which employees are classified as part-time Highway Equipment Drivers and these employees shall remain in this classification for a probationary period of six (6) months during which the Company can assess the ability of those on the part-time list to carry out all the duties and responsibilities of this sub-classification and the Company may, due to its assessment, disqualify the employee from becoming a regular part-time or Highway Equipment Bus Driver.
- (c) The Company agrees that shifts will not be made up by coupling day work with night work except when no other work is available to couple together.
- (d) The Company agrees that in the event that additional work or shifts become available or when a vacancy exists because of deaths or resignations or if runs or shifts are curtailed, a new sign-up will immediately be posted in order that the employees may have ample opportunity to pick the available work, according to seniority.
- (e) In the normal course of events, a new sign-up shall take place of all available work at least once a year (Terrace, Hazelton, and Smithers school bus drivers refer to section 24.00).

- (f) Drivers may trade days with no penalty to the Company providing that the Company is notified forty-eight (48) hours in advance. This does not include an entire sheet trade. This clause does not apply to the weekend Terrace transit.
- (g) Shop employees shall not be used as drivers when other drivers are available.
- (h) A joint Union/Management sheet committee will be formed at each location. The committee will be responsible for making recommendations for all sign-up sheets.
- (i) A weekly work schedule, including casuals work, shall be posted in the Driver's Room at each location on the Thursday prior to Sunday commencement of schedule.

SECTION 13 CHOICE OF ADDITIONAL WORK

13.01 Provided that the work does not conflict with the work that each full-time and regular part-time employee signed up for, as provided in section 12.01 (a), and provided the Company can cover the work, regular company employees shall have first choice, according to seniority, of all additional work, subject to the charter rotation, overtime list, charter seniority and section 26.10 and 26.11 as provided hereinafter in this agreement, before regular part-time or casual employees are called in provided that such first choice does not result in overtime being paid to the regular or regular part-time employee. If overtime must be paid, the regular Company employee shall be offered this overtime before regular part-time or casual employees. Supervisory staff shall only be used when there are no qualified Union members available. In the event a shift is known to be vacated for any reason (except termination) for at least five (5) working days in Kitimat and Prince Rupert, the said shift shall be made available for sign up by all qualified junior employees for the period of the absence provided however that there shall be no impact with respect to days off to the Company regarding weekly or bi-weekly guarantees or overtime to any employee effected by this sign-up and the same shall apply in reverse when the employee returns to their work. In Terrace, Hazelton, and Smithers if a shift is known to be vacated as above for three (3) days the said shift shall be made available for sign up by all qualified employees (seniority shall apply) and other provisions of above shall apply.

13.02 In Terrace, Hazelton, and Smithers if a transit shift is known to be vacated as above for three (3) days or more the said shift shall be made available for sign up by all qualified employees (seniority shall apply) and other provisions of above shall apply.

In Terrace, Hazelton, and Smithers if a school bus shift of five (5) hours per day or more is known to be vacated as above for three (3) days or more, the said shift shall be made available for sign up by all qualified employees (seniority shall apply) and other provisions of above shall apply. If a school bus driver vacates a signed-up run of less than five (5) hours per day, the subsequent vacated position shall be filled by a qualified casual employee on a rotation basis.

SECTION 14 CLOTHING

14.01 All full time and part-time shop employees to receive the following after three (3) months:

- (a) One (1) complete set of rain gear, replaced on proof of need.
- (b) One (1) pair of gum boots per year.
- (c) One (1) pair of winter boots per year.

14.02 For all full time drivers who have completed three (3) months or more of service, the Company will pay one hundred percent (100%) of the cost of the issue as follows:

- (a) two (2) tunics (replaced on proof of need)
- (b) three (3) pairs of trousers (replaced on proof of need)
- (c) three (3) shirts - every six (6) months (upon proof of need)
- (d) two (2) ties - each year
- (e) no caps
- (f) when an employee in (c) and (d) above replaces his entitlement he shall return last year's issue.
- (g) One (1) three-in-one (3 in 1) jacket to regular full-time, regular part-time drivers, monitors, shop employees and casual employees who have completed their probationary period. The jacket will be replaced upon proof of need.
- (h) drivers who work the airport will, upon written request, be provided with coveralls or smocks.
- (i) drivers who are required to chain their tires shall be provided paper coveralls.

14.03 Full Time Mechanics and Servicemen

All full-time mechanics and servicemen shall receive up to a maximum of one hundred and twenty-five dollars (\$125.00) (receipts required) for the purchase of a pair of work boots, which meet WCB shop requirements. Should the employees boots be damaged, on proof of need being made to the Company, an additional one hundred and twenty-five dollars (\$125.00) payment will be made to enable the employee to purchase an additional pair of boots (receipts required). Full-time employees who are required to wear safety boots shall also receive up to a maximum of one hundred and twenty-five dollars (\$125.00) as provided above. Casual employees who are required to wear safety boots shall receive up to a maximum of ninety dollars (\$90.00) as provided above.

14.04 Uniforms

Regulation uniform long or short sleeve shirts will be optional. When wearing long sleeve shirts with regulation uniform jackets/coats, shirt collars and cuffs will be buttoned and regulation uniform ties will be required. When short sleeve shirts are worn with jackets/coats, the collar may be opened and ties will not be required. The Company shall pay to each regular full time employee in possession of their uniform entitlement twenty-four dollars (\$24.00) per month to defray the cost of cleaning same.

14.05 All full-time employees who work the airport run to receive the following:

- (a) One (1) pair of leather gloves, replaced on need.
- (b) One (1) pair of knee pads, replaced on need.
- (c) One (1) complete set of rain gear, replaced on need.

SECTION 15 STATUTORY HOLIDAYS

15.01 Statutory Holiday pay shall be paid as per the Provincial Legislation governing same for all regular part-time and casual employees. Holidays shall be deemed to mean:

NEW YEARS DAY	GOOD FRIDAY
EASTER MONDAY	VICTORIA DAY
CANADA DAY	B.C. DAY
LABOUR DAY	THANKSGIVING DAY
REMEMBRANCE DAY	CHRISTMAS DAY
BOXING DAY	

or days in lieu of these days as designated by the Provincial or Federal Governments.

- (a) All employees shall receive their regular day's pay for each of the holidays named above, except where it is an employees day to work and he books off.
- (b) Provided an employee is entitled to Statutory Holiday pay for that specific holiday an employee who works on a Statutory Holiday shall be paid time and one half (1.5) the first eleven (11) hours and double time for any time worked over eleven (11) hours.
- (c) An employee is entitled to Statutory Holiday pay provided he is at work on his last scheduled day of work prior to the holiday or at work the next scheduled working day after the Statutory Holiday (excluding annual vacation, wherein the employees' entitlement shall be protected). Scheduled working day means the employees' scheduled working day (applies to full-time employees).
- (d) An employee who works on a Statutory Holiday shall be paid in accordance to (b) above. In addition to this, he shall have the choice of taking a day off with pay, at straight time, in lieu of being paid for the Statutory Holiday. The employee must advise the Company that the Statutory Holiday is not to be paid, but saved for a future date. The employee must advise the Company in the pay period that the Statutory Holiday falls. This applies to regular employees' only. All banked Statutory Holidays shall be taken or paid during the period of December 1 to November 30 of the following year.
- (e) The Company shall, two (2) weeks prior to the Statutory Holiday, post a sign-up sheet for all regular work. The sign-up shall be closed at 4:00 p.m. four (4) days prior to the holiday and shall be signed according to seniority. If the employees' who normally work on that day do not sign-up for all available work and the regular full-time employees' by seniority have not signed for this work, the Company shall allocate the work to the employees' by reverse seniority who normally would work on that day if no regular part-time or casual employees are available to perform the work.

SECTION 16 PROMOTIONS IN and OUT OF SCOPE POSITIONS

- 16.01 (a) Out of Scope Positions - Posted bulletins will advertise all openings within the company and all employees' shall be given the opportunity to apply for such openings. Promotions to these positions that are outside of the bargaining unit where an employee is successful, shall have his/her seniority protected in their former job classifications for three (3) months provided they maintain their standing as a Union member.

- (b) In Scope Classifications - Promotions shall be on the basis of seniority and ability within the bargaining unit. Qualifications being equal, the senior applicant shall be appointed. Bulletins will advertise all openings as per (a) above. Should an employee prove unsuccessful in the new position, he shall be permitted to return to his former position and shall therefore maintain his seniority in that classification for the trial period of three (3) months.

SECTION 17 SENIORITY ROSTERS

- 17.01 (a) Immediately upon the signing of this agreement, the Company agrees to post seniority rosters showing the seniority standing of all employees covered by this Agreement, each within his own classification, on bulletin boards accessible to all employees, with a separate roster for Regular Part-time Highway Bus Drivers. All protests concerning such seniority rosters must be in writing and in the hands of the Union Committee within ten (10) days following the posting of such rosters and thereafter such roster shall stand as correct, indisputable errors accepted.
- (b) Seniority rosters will be posted on bulletin boards accessible to all employees and brought up to date after every change of employees standing. Protests with respect to such seniority rosters must be made within (30) days of such posting or the roster will stand correct.
 - (c) In the event that two (2) or more employees are hired on the same day, the company will maintain records as to the date and time the employees were hired.

SECTION 18 ROTATION OF OVERTIME

- 18.01 Overtime shall be rotated among interested employees who are on the seniority list, on a fair and equal basis, of employees in each classification. Employees interested in working overtime shall sign their names on a sheet provided by the Company for this purpose.

SECTION 19 ROOM RENT

- 19.01 Company employees will be provided with suitable rooms at layover points away from their home terminals.
- 19.02 Upon request, employees shall be provided with separate accommodation when required to layover. A sleeping room provided on a ferry shall be included in the definition of accommodation.

SECTION 20 HOURS OF WORK

- 20.01 (a) The minimum for all full-time operators and garage employees shall be forty (40) hours per week with two (2) days off per week which shall be designated on the bid sheets when posted for signing. The minimum for all spare board drivers shall be eighty (80) hours bi-weekly pay with entitlement to three (3) days off each two (2) week period.
- (b) School Bus Drivers shall be defined as Terrace, Hazelton, and Smithers employees who are hired for a specific task and who work a minimum of an average of twenty (20) hours per week in a twelve (12) week period. For the purpose of this agreement, any reference to regular part-time employees shall mean Terrace/Smithers/Hazelton School Bus Drivers.
- (c) Notwithstanding anything contained in this collective agreement School Bus Drivers shall be defined as Terrace, Hazelton, and Smithers employees who have the seniority to sign a posted school bus run of not less than sixteen (16) hours per week for a twelve (12) week period and for the purposes of this collective agreement any reference to regular part-time employees shall mean Terrace/Hazelton/Smithers School Bus Drivers.
- (d) Notwithstanding anything contained in this collective agreement regular part-time school bus drivers who are currently entitled to vacation pay in excess of six percent (6%) shall be red circled and shall continue to receive vacation pay at their current rate with no future adjustment for length of service. Regular part-time employees who currently receive vacation pay at a rate of six percent (6%) shall be frozen at that rate regardless of length of service.
- (e) Notwithstanding anything contained in this collective agreement regular part-time school bus drivers shall be eligible for benefits provided under SECTION 9 CONTRIBUTOR WELFARE PLAN effective October 1, 2003 with the employer paying fifty percent (50%) of the cost and the regular part-time employee paying fifty percent (50%) of the cost with the option of choosing WI or extended benefits but not both. The Employer shall pay seventy percent (70%) of the cost of dental/life insurance and the regular part-time employees shall pay thirty percent (30%).

This premium cost sharing is retroactive to October 1, 2003 and those employees who paid one hundred percent (100%) of the premiums shall be reimbursed or credited to reflect the new premium cost sharing.

- (f) In the event that Coast Mountain School District returns to a five (5) day school week the Company agrees to reopen the agreement to discuss clauses (c), (d), and (e).
- (g) All report times to the shop for all work will be posted, in addition to the leave garage time for each run.
- (h) The Company will, by administration, split the transit work on Saturday, in Terrace, into two (2) equal pieces as close as it is practical.
- (i) It is understood that except for spareboard drivers any overtime shall not count to an employees weekly guarantee except in the case where a guarantee would be paid.

SECTION 21 OVERTIME

21.01 Overtime at the rate of time and one half (1.5) the regular rates shall be paid for all work performed as follows:

- (a) After forty (40) hours in any one (1) week, regardless whether Farwest or Coastal work (e.g. thirty-five (35) hours Farwest twenty (20) hours Coastal = fifteen (15) hours, at time and one half (1.5) the hourly rates).
- (b) An employee shall be paid time and one half (1.5) of regular rates on an employees scheduled day off and the minimum pay shall be the equivalent of four (4) hours at straight rates.
- (c) For any work in addition to regular assignment, minimum pay two (2) hours at straight time.
- (d) It is agreed that overtime is voluntary, however, if service is not able to be provided because no qualified volunteers are forthcoming, the Company may allocate the overtime by forcing employees to work in reverse order of seniority.
- (e) A three and a half (3 ½) hour call out will be paid for any work between 11:30 p.m. and 6:00 a.m.
- (f) Overtime, at the option of the regular full-time and regular part-time employees only, may be banked in lieu of pay, to be taken off as full days, subject to service requirements and if not taken by December 1st in each year, the accumulated amount is to be paid at the rate earned on the next pay in December.

- (g) All charter work shall be at straight time rates of pay. Diversion work shall be deemed as regular work and shall be subject to section 21 (a) for the purposes of calculating overtime. The Company agrees with the concept of an employee who starts a piece of work shall not be replaced by a casual to save overtime.
- (h) It is mutually agreed that Section 21 (e) shall not apply to charters in Prince Rupert dealing with Via Rail, B.C. Ferries and the Alaska State Ferry.

SECTION 22 REPORTING TIME AND BOOKING OFF TIME

- 22.01 (a) In addition to the scheduled daily running time in each run, and provided a driver is not required to change equipment during a split, each driver shall be paid an additional fifteen (15) minutes on a once a day only basis in order that they may perform a pre-trip inspection of the equipment they are to drive. Transit drivers relieving a driver during a run on the road, shall not receive any pre-trip inspection time.
- (b) A driver reporting late shall have the time late deducted from their pre-trip inspection time, and may at the company's option, have their shift reassigned.
- (c) All report times to the shop for regular work and all other work, when possible, will be posted in addition to the departure times for each run.
- (d) The Company will advise drivers at least one (1) hour before any run cancellation. Should the driver not be notified as above, he/she will be entitled to a one (1) hour call out.

SECTION 23 PAY FOR ATTENDING COURT

- 23.01 Any employee compelled to attend an inquest or court on a subpoena requested or procured by the Company or required to appear for and by the Crown as a witness to an event occurring during his/her actual working hours, will be reimbursed by the Company for his/her time lost, at his/her regular rate of pay. Any fees received by the employee shall be turned over to the Company.

SECTION 24 TERRACE, HAZELTON AND SMITHERS SCHOOL BUS DRIVERS AND MONITORS

- 24.01 (a) In the last full week of June in each year covered by this Agreement, a list of runs and hours per run that are available for the new school year shall be posted at the Terrace/Smithers/Hazelton Shops and the employee laid off in June shall come in (or indicate by signed letter) and sign for a run

that he desires to work for that school year, choosing by seniority. Any employee failing to report by August 15th shall lose all accrued seniority and the Company is at liberty to hire from the area to cover vacant runs. Any unsigned runs will be posted by August 20th.

- (b) Seniority of the regular part-time driver or monitor means from date of hire, however, any employee who voluntarily leaves the employ of this Company and is rehired, his date of seniority is the date of rehire.
- (c) In Terrace, the transit sign-up shall coincide with the school bus sign-up as provided in (a). In Prince Rupert and Kitimat, section 12.01 (e) will apply.

SECTION 25 WAGES

25.00 Any future, new use of flat rates will be discussed with the Union prior to its implementation and the associated rates will be agreed to by the parties. Should agreement not be reached, the Company may institute the rate they feel appropriate and the Union may grieve if they so desire.

25.01

RATE FOR DRIVING APRIL 1, 2003		
Classification	Start	9 Months
BUS DRIVER AIRPORT YPR	\$16.37	\$18.62
HIGHWAY EQUIPMENT	\$17.95	\$19.73
* TRANSIT	\$16.37	\$18.62
(With Premium)	\$17.12	\$19.37
SCHOOL BUS/BB	\$16.37	\$18.62
PARATRANSIT	\$16.37	\$18.62
HANDI DART	\$15.47	\$17.24
MONITOR	\$11.37	\$14.60
MILEAGE HIGHWAY	\$0.48	\$0.48
TRUCK DRIVER	\$15.48	\$17.24
*** MECHANIC	\$20.60	\$22.54
(With Qualifications)	\$21.60	\$23.54
SERVICEMAN	\$17.52	\$19.40
SERVICEMAN BODY	\$17.68	\$19.62
Courier Driver		\$13.67
Casual Courier Driver		\$10.82
COACH CLEANER/GARAGE HELPER	\$11.37	\$14.60
TOUR GUIDE	\$12.81	\$12.81

Village School Run
 01-Apr-03 \$34.21

Huckleberry Mine run per round trip \$175.00
 Including cleaning in Houston
 Not in Smithers

The above rates shall apply to casuals, flat rates, courier drivers (full time), tour guides, who are not eligible for participation in the RRSP plan. The RRSP plan shall apply to Regular Part-time and Full-time employees only.

25.02 The RRSP Plan shall be optional to Regular Part-time and Full-Time Employees only. Contributions shall apply after nine (9) months for every hour worked and shall be in addition to the following wage schedule at the nine (9) month level.

Employees have until January 31, 2004 to opt out of the RRSP plan. Should employees decide to remain in the plan, article 25.04 shall apply. Once an employee has opted out of the RRSP plan he/she shall not be eligible to reapply to the plan.

RRSP Contribution	April 2, 2003 - 2006	\$0.40
	Start	9 Months
RATE FOR DRIVING		
BUS DR AIRPORT YPR	\$15.97	\$18.22
HIGHWAY EQUIPMENT	\$17.55	\$19.33
* TRANSIT	\$15.97	\$18.22
(With Premium)	\$16.72	\$18.97
SCHOOL BUS/BB	\$15.97	\$18.22
PARATRANSIT	\$15.97	\$18.22
HANDI DART	\$15.07	\$16.84
MONITOR	\$10.97	\$14.20
MILEAGE HWY	\$0.48	\$0.48
TRUCK DRIVER	\$15.08	\$16.84
** MECHANIC	\$20.20	\$22.14
(With Qualifications)	\$21.20	\$23.14
SERVICEMAN	\$17.12	\$19.00
SERVICEMAN BODY	\$17.28	\$19.22
COACH CLEANER/ GARAGE HELPER	\$10.97	\$14.20

* Premium for transit \$0.75

** Premium for Mechanics \$1.00

Note the start rates should not be reduced by \$.30 per hour. It takes 9 months to qualify for RRSP deductions therefore the start rates are the same in both circumstances.

** Premium for driving transit is \$0.75 per hour

*** Journeymen Mechanics who are qualified and holding Certification for NGV installations and are certified for motor vehicle inspections shall receive a premium of \$1.00 per hour. Mechanics shall receive an additional 0.50¢ per hour on April 1, 2004 and April 1, 2005.

Driving Instructors premium is \$1.00 per hour

25.03 Payment of Wages

- (a) Payment of wages shall be on a bi-weekly basis with every second Friday being pay day. Any alteration of time slips shall be brought to the attention of the employee affected.
- (b) Apprentice Mechanics: Shall be paid as per the Provincial program for apprentices.
- (c) In Prince Rupert, truck drivers will, on diversions, have the option of picking mileage or their hourly rate of pay at their regular rate.
- (d) The minimum pay for any piece of work shall be two (2) hours at regular rates, provided however, this provision will not apply if two (2) pieces of work can be coupled. Runs that are separated by thirty (30) minutes or less, may be coupled, provided that they are paid straight through and are subject to the overtime provisions of this Agreement. Coupling of thirty (30) minutes will be applied throughout all locations.
- (e) Part-time Highway Equipment Bus Drivers shall receive during their six (6) month probationary period, the applicable rate for highway equipment.
- (f) An employee will receive sixty percent (60%) of the regular rate for training. However, employees receiving training outside revenue service, at the request of the Company, shall receive seventy percent (70%) of their normal rate should they participate in said voluntary training. Should the Company require an employee to attend training outside their normal hours, the employee shall receive their normal rate of pay. It is understood that training or meetings held according to this section are not intended to reduce an employees normal earnings. If the training or meeting does affect the employees normal earnings they will be paid at their regular rate,

- regardless of whether the Company requested, or required, the training or meeting.
- (g) Travel to be at straight time when an employee is not dead heading or cushioning.
 - (h) Drivers electing at any time to go on mileage shall not be eligible for the forty (40) hour guarantee.
 - (i) When an employee is required to do a task that is at a lower rate of pay than their classification, the employee will be paid at his higher rate. If an employee is required to do a task that is at a higher rate of pay, the employee shall be paid the higher rate.
 - (j) In September each regular part-time School Bus Driver who has completed nine (9) full months of employment in the prior school term (September to June) is paid the top rate and shall remain at the top rate.
 - (k) When an employee is required to make out an accident report they shall be paid their regular rate of pay for the time it takes to complete same, provided, that no disciplinary action is taken towards the employee as a result of the accident.
 - (l) Any personal tools broken on the job by mechanics shall be replaced by the Company, provided, that such breakage did not occur as a result of negligence. Mechanics and apprentice mechanics shall have made available to them a tool allowance of fifty dollars (\$50.00) per month. This amount will accrue on a monthly basis and the employee may either draw on the account to purchase a tool or the Company may purchase the tool for the employee. If an employee leaves or is terminated, any balance in his/her account shall accrue to the Company.
 - (m) The minimum pay for the Port Edward paratransit run shall be one and one half (1½) hours provided that the work cannot be coupled with any other driving work.
 - (n) If a person pays rental fee to the Company to obtain their license and is hired by the Company within one (1) month, the rental up to a maximum of two (2) rentals shall be reimbursed by the Company.
 - (o) Call ins: If an employee is called in by the Company outside their normal working hours, for an interview for any purpose other than completing an accident report, they shall be paid at straight time rates for the time of such an interview.

25.04 The Company will provide a group RRSP with the following conditions:

- (a) Effective October 1, 1996 full-time and regular full-time employees with the exception of the courier driver, employee, after nine (9) months worked, shall enroll in the plan as a condition of employment.
- (b) Upon termination an employee may collapse, transfer, or dispose of in any way the RRSP registered to him/her.
- (c) An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.
- (d) An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP without the prior approval of the Company except as provided in clause 2.

SECTION 26 CHARTERS

26.01 It is mutually agreed that on charters where more than one (1) driver is in attendance on a coach, the wages earned, composed of regular hourly rate, mileage or cushion payment, shall be evenly split between the drivers for the time or distance the drivers are physically on the coach.

The above principle shall apply generally, and, if for example three (3) drivers, drive two (2) coaches to Fort St. John and accompany the coaches the whole distance, the total amount of wages due for the three (3) drivers shall be evenly split in terms of hours or miles.

26.02 Company buses on special or charter trips five (5) days or under will be manned by drivers on a rotation basis. Trips over five (5) days duration will also be manned by drivers on a rotation basis, according to a separate rotation list. In Terrace, Smithers, and Hazelton (bluebird) charter trips two (2) days or under will be manned by drivers on a rotation basis. All trips three (3) days and over duration to be bid on seniority basis by all drivers qualified.

26.03 On charter trips returning to the starting point within twenty-four (24) hours, actual hours on the going and return trips shall be allowed, plus actual lay-over time which shall not exceed eight (8) hours.

- (i) In addition to the above, should a charter be in excess of eight (8) hours and return to the starting point within that twenty-four (24) hour period, the driver shall be entitled to a meal after eight (8) hours and a further meal will be allowed after sixteen (16) hours.

- 26.04 On charter trips which do not return to the starting point within twenty-four (24) hours, actual driving time shall be allowed on the first day, and a minimum of eight (8) hours and a maximum of thirteen (13) hours for each succeeding day, except the last, unless on any such day the actual driving time exceeds eight (8) hours, in which event the maximum will not apply. The last day, actual hours will be allowed if the trip is completed before 2:00 p.m. with a minimum of eight (8) hours if completed after. On such trips, drivers shall be reimbursed for necessary meals, not to exceed thirteen dollars (\$13.00) per meal. Meals will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.
- 26.05 On Charter trips with highway equipment a driver may elect to be paid for a charter trip on the mileage or the hourly basis. On charter trips returning to the starting point within twenty-four (24) hours, if the driver elects to take pay on hourly basis, actual hours on the going and return trips shall be allowed plus actual lay-over time which shall not exceed eight (8) hours.
- 26.06 On charter trips with highway equipment which do not return to the starting point within twenty-four (24) hours, a driver shall elect on a daily basis as to whether he shall be paid by the hour or by the mile and if the driver chooses to be paid on the hourly basis, actual time shall be allowed on the first day and a minimum of eight (8) hours and a maximum of thirteen (13) hours for each succeeding day except the last, unless on any such day the actual driving time exceeds eight (8) hours, in which event the maximum will not apply. The last day, actual hours will be allowed if the trip is completed before 2:00 p.m. with a minimum of eight (8) hours if completed after. On such trips, drivers shall be reimbursed for actual cost for lodging and in addition, shall receive expenses for necessary meals as outlined above.
- 26.07 On charter trips with highway equipment which do not return to the starting point within twenty-four (24) hours and the driver elects to be paid on a mileage basis, expenses for lodging and necessary meals (not to exceed thirteen dollars (\$13.00) per meal) will be allowed. Meals will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.
- (i) Drivers deadheading coaches shall be paid their regular hourly rate of pay.
 - (ii) Drivers riding non-revenue cushions shall receive their hourly rate of pay. Drivers riding revenue cushions shall receive fifty percent (50%) of their hourly rate of pay.
 - (iii) T.P.T charter, two (2) days lay-over in Vancouver shall be deemed as days off with room and meal rates paid by the Company. Drivers on T.P.T. or Franktour charters shall receive a meal allowance of eight dollars and fifty cents (\$8.50) per meal.

- 26.08 Charter Board for Extra Work: all full time and regular part-time drivers wishing to drive charter work on their day off or after regular assignment, on a voluntary basis, may sign on a charter Board List in their own area. Work will be assigned to available and qualified drivers on a rotation basis. The Charter List shall be posted on the drivers bulletin board.
- 26.09 The following shall be included as charter work:
- (i) Alcan Plant Tours
 - (ii) Nechako Dock
 - (iii) Sunday Nass Run
 - (iv) All tours in Prince Rupert except the regular Monday through Saturday scheduled tour during June to September 15, which will be considered scheduled work.
 - (v) Standby for possible diversions - except that if a driver actually works a diversion, the overtime provisions of Section 21 (a) shall apply from time of the drivers check in for the work.
- 26.10 It is hereby mutually agreed that the principle of charters being pulled by the drivers from the location the charter originates is hereby established. It is further understood that this is subject to the Company's ability to perform the work required in each location and subject to the equipment requested for the specific charter. If such is the case drivers and equipment from another location may be utilized and the Company shall advise the driver concerned of the circumstances prior to the work being performed by another location.
- 26.11 Terrace School Bus Drivers shall, subject to Section 26.08, have first choice of any piece of work in Terrace before Highway or Transit provided the piece of work is scheduled to be carried out on a school bus or bluebird bus.
- 26.12 Expense money for charters one day and over (one day to mean a twenty-four hour period) will be advanced to drivers before the trip leaves the starting point. Anticipated expenses to be calculated and an appropriate amount of money to be advanced.
- 26.13 In the event a charter is destined for an area for which special knowledge or skills are required, the Company may assign the charter to the senior driver so qualified. It is agreed that the intent of this section is not to routinely circumvent the seniority provision of the collective agreement, and it is further agreed that any application of this section will only occur after agreement is reached with the Union. Such agreement will not be unreasonably withheld.

SECTION 27 EMPLOYEE DEFINITIONS

Employees: Unless otherwise stated, a regular employee is one who has completed the required probation period, and has the ability to sign work on an ongoing basis, and who is entitled to all provisions of the collective agreement.

- (i) Regular Full-time is defined as having the ability to sign work of forty (40) hours per week or, in the case of spareboard employees, having a guarantee of eighty (80) hours per two-week period, and as otherwise stipulated within the collective agreement.
- (ii) Regular Part time is defined as school bus drivers hired for a specific task averaging twenty (20) hours per week, and as otherwise stipulated within the collective agreement.

SECTION 28 CASUAL EMPLOYEES

28.01 Casual Employees: There are two (2) classifications of casuals; one earns seniority according to section 28.06 and is classified as a regular "casual". The second classification; "relief" casuals do not earn seniority as per section 28.06.

- (i) A regular casual employee shall be defined as a person who is employed on a day to day basis and who has no anticipated termination date. A regular casual employee shall be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or the temporary filling of a vacancy.
- (ii) A regular casual hired in this capacity is entitled to those benefits according to Sections 6.00, 9.00 and 28.00 of the collective agreement, and those benefits to which they are entitled by virtue of Provincial Government statutes.

28.02 A relief casual is a casual employee holding other employment outside Farwest Bus Lines, and as such are only available when the Companies requirements do not conflict with their other job. It is intended that relief casuals will be used only to fill in on an as needed basis, for short term, immediate operational needs.

- (i) Relief casuals only have rights under this agreement as outlined in section 6, (grievance procedure), 28.09, 28.10, 28.11, 28.12 and those benefits to which they are entitled by virtue of Provincial Government statutes.
- (ii) A relief will, upon their availability to Farwest, be allowed upon the casual list so long as there is a spot available.

- (iii) Relief casuals who become available for additional work with Farwest must express their desire to move to the casual list, in writing.
- (iv) Should a casual wish to move to the relief casual list, they may do so, as long as there is a relief casual or other person available to fill their casual position.
- (v) The Union will be notified of all changes to either casual list, by the Company, in writing.
- (vi) A relief casual moving to casual shall earn seniority for the purposes of section 28.06 from the date they become casual.
- (vii) Relief casuals will only be used when no casuals are available.

28.03 The priority for all work assignments to casuals will be, regular casual followed by relief, unless otherwise agreed with the Union.

- (i) Work assigned to regular casuals will be distributed on a fair and equitable basis.
- (ii) Work of five (5) days and over shall be assigned to regular casuals on a seniority basis.

28.04 It is not the Company's intent to increase the number of relief casuals beyond the purposes of this section. It is agreed that should the Union feel the numbers of relief casuals are expanding unnecessarily, they will raise the issue with the Company, and if no agreement can be reached, the provisions of section 6 can be implemented.

28.05 It is understood that there may be circumstances that arise that do not fit into the above classifications exactly as written. In such circumstances, the parties will meet and attempt to reach an agreement as to how to apply this section. If no agreement can be reached this section will be applied as it is currently written.

28.06 It is agreed that Casual employees shall accrue seniority only for the purpose of promotion to regular full-time or regular part-time positions within the Company and only on the location where the seniority was accrued. This seniority, as a Casual, shall be determined by their continuous age in the service from their date of hire as a Casual employee.

- 28.07 It is agreed that Casual employees who have successfully completed their probationary period outlined in 28.08 below, will, qualifications being equal, by seniority, be promoted into Regular Full-time or Regular Part-time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that the Regular Full-time and Regular Part-time employees applying for the same positions will be selected for these posted positions before any Casual employee who has applied.
- 28.08 All Casual employees' who are entitled to accrue seniority, as per 28.07 above, will be subject to a nine (9) month, or five hundred (500) hours, whichever is less, probationary period to enable the Company to properly assess their capabilities to carry out the duties assigned to them.
- 28.09 Casual employees entitlement to Statutory Holiday pay shall be governed by the Employment Standards Act of B.C. (The Statutory Holidays are outlined in Section 15). A Casual employee working on a Statutory Holiday shall be paid as per the Employment Standards Act.
- 28.10 All Casual employees shall be paid four percent (4%) of total earnings as annual vacation pay and payments for the year shall be made at the end of June each year. Upon completion of five (5) years service they shall be paid six percent (6%) of total earnings as vacation pay and such payments shall be made at the end of June in each year subject to option of payment on every pay.
- 28.11 Casual employees, when hired, shall be paid the starting rate (outlined in Section 25) of the Classification he/she is working in.
- Upon working one thousand (1000) hours a casual employee shall immediately be paid the nine (9) month rate.
- 28.12 Casual employees are not subject to the recall rights outlined in section 11 of this agreement.
- 28.13 Casual employees promoted to regular full time or regular part-time shall accrue vacation at a rate not less than they were receiving as a casual however qualification for their next increment and subsequent increments shall be calculated from the date of promotion. For example a casual employee with seven (7) years casual service receiving six percent (6%) vacation pay would not be entitled to eight percent (8%) until they have been in a full time position for eight (8) years.

SECTION 29

GUIDELINES FOR JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

BETWEEN:

FAR WEST COASTAL BUS LINES
(The EMPLOYER)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113
(The UNION)

PREAMBLE

1. The Occupational Health and Safety Amendment Act (Bill 14) requires the establishment of a Joint Health and Safety Committee where twenty or more workers are regularly employed at a workplace. (*sec.125*)*

Notwithstanding the above a Workers' Compensation Board order, in writing, can require an employer to establish one or more Joint Health and Safety Committees. (*sec.126*)*

2. It is our firm belief that through joint education programs, joint investigation of problems, and joint resolution of those problems, workplace safety will be enhanced and will be a more health and safe environment all employees.
3. The parties acknowledge that the proper functioning of Joint Health and Safety Committees can only be carried out where the representatives of the employer and the employees are committed to these responsibilities. To effect this, the undersigned undertake to make decisions that will be carried out by their respective organizations.
4. The parties here adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committees whenever and wherever possible.
5. The Company and Union agree that safety is everyone's responsibility. The Company will provide a safe work environment, and it is the employees' responsibility to work safely. All employees should report safety concerns and issues to their supervisor and Union representative immediately upon them being discovered.

STRUCTURE OF THE JOINT HEALTH AND SAFETY COMMITTEE

- 1.1 The Joint Health and Safety Committee (referred to hereafter as "the Joint HSC") shall consist of _____ members. There shall be _____ CUPE members selected by the Union and _____ members selected by the employer. (*sec. 127a, b, 128, 129*)*
- 1.2 There shall be two (2) Co-chairpersons, one (1) from the Employer and one (1) from the worker members, appointed for a definite period (12 months) who shall alternate the Chair at meetings. (*sec. 127d*)*
- 1.3 A Co-chairperson may, with the consent and approval of his/her counterpart, invite an additional person(s) to attend the meeting to provide additional information and comment by they shall not participate in the regular business of the meeting. (*sec. 129, 131. J*)*

FUNCTIONS OF THE JOINT HEALTH AND SAFETY COMMITTEE

- 2.1 Meetings shall be held monthly. (*sec. 131 .2*)*
- 2.2 The functions of the Joint HSC shall be: (*sec. 130*)*
 - a) To ensure that education and training programs are sufficient, that all employees are thoroughly knowledgeable of their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Amendment Act and Regulation;
 - b) To recommend a resolution of all matters pertaining to health and safety in the workplace that have been referred to it;
 - c) It is the function of a committee and it has power to:
 - (I) identify situations that may be a source of danger, or hazard to workers;
 - (II) make recommendations to the employer and the workers for the improvement of the health and safety of workers; and
 - (III) Recommend to the employer and the workers, the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers.
 - d) Obtain information from the employer respecting:
 - (I) the identification of potential or existing hazards of materials, processes or equipment; and
 - (II) health and safety experience, work practices and standards in similar or other industries of which the employer has knowledge.
 - e) Shall investigate all accidents/incidents that have occurred since the previous meeting.
- 2.3 All concerns will be sent to the President of the Company of their designate, who will decide on the action required, identify the person(s) responsible for resolution and determine a time frame for resolution of the matter. The Director or their designate will respond in writing within twenty-one (21) days of receiving such recommendations to both Co-chairpersons detailing their decision. (*sec. 133*)*.

- 2.4 Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the Minutes.
- 2.5 All work-sites shall be inspected by a worker member of the Joint USC at least once every ____ months and more often if required. (*sec. 130 (I)**)
- 2.6 The Union members of the Joint HSC shall assign a work location to each member. The member will be the designated person responsible for any of the following occurrences in their assigned area.
- a) In the event of an investigation involving a work refusal;
 - b) To accompany a WCB Representative on an inspection tour; or
 - c) To investigate any incident involving a fatality or an accident/sickness that resulted in lost time.
- 2.7 The local Union shall appoint an alternative from the local membership to represent that Joint HSC member if he/she is absent from work. The name and work location of the members of the Joint HSC and their alternate shall be sent to the Employer and to the Local WCB Regional Manager responsible for the Prevention Division.
- 2.8 The Employer will post the name, work location and contact number of each committee member and alternate along with the reports of the past 3 most recent Minutes from the Joint HSC meetings and all copies of any applicable WCB orders and reports. (*sec. 138 a, & c**)

MINUTES OF MEETINGS

- 3.1 The Employer will supply a secretary for the meeting to take minutes and be responsible for having the minutes (reports) typed, circulated and filed within one (1) calendar week of the meeting or as the Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary by the Co-chairpersons, then signed and circulated to all committee members with a copy forwarded to the Director and Local Unions, before any broader circulation takes place. Agenda items will be identified by code and number, and be readily available in a proper filing system. Filing facilities and secretarial services will be available to Co-chairpersons. (*sec. 137. I**)

QUORUM

- 4.1 The Joint HSC shall have a quorum of 50% plus 1 member present in order to conduct business. 50% of those present must represent workers. (*sec. 127c*)^t
- 4.2 One (1) Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson will chair the meeting.
- 5.1 Attendance at a committee meeting will be paid for at the member's current rate of pay for performing work, and the time spent at meetings is to be considered as time at work. (*sec 134.1 a, 2*)^{*}
- 5.2 All time spent on other committee duties such as inspection tours, representing workers in work refusal situations, accompanying by WCB representative, and any work assigned by the committee will be paid in the same manner. (*sec 134.1 1, 2*)^{*}

EDUCATION LEAVE

- 6.1 Each joint committee member and their alternate will receive a minimum of 8 hours paid education leave annually in accordance with section 5.1. As training may not always be available in the area, WCB will be contacted in order to obtain appropriate training for committee members. (*sec 135.1, 2, 3*)^{*}
- 6.2 Both parties must agree to the training course being received, if there is a disagreement the parties may choose to either have a WCB Representative resolve the issue, or receive their training separately as long as it meets the requirements and WCB approval.

MEETING AGENDA

- 7.1 Each Co-chairperson will prepare an agenda and forward a copy of his/her agenda to their counterpart at least one (1) week prior to the meeting to approve the agenda.
- 7.2 All items raised from the agenda in the meeting will be dealt with on the basis of consensus rather than by voting.
- 7.3 All items that are resolved will be reported in the Minutes. Ongoing items will be placed on the agenda for the next meeting, or a special meeting will be called to address the issue properly before making a recommendation. (Ongoing items are those that require further investigation).

- 8.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the committee representatives. *(sec. 116, l,e)**
- 8.2 A WCB Representative, Employer Representative or a CUPE Representative may attend and have voice in committee meetings only at the request of both Co-chairpersons.
- 8.3 Any amendments, deletions or additions to these terms of reference must have the consent of the Joint HSC and shall be set out in writing and attached hereto.

Signed _____ this _____ day of, _____ 2004.

JOINT COMMITTEE MEMBERS

FOR THE EMPLOYER:

FOR THE UNION:

SECTION 30

30.01 The Company and Union agree to co-operate in required housekeeping changes to the renewed collective agreement.

30.02 Housekeeping is defined as names, terms, numbers, and definitions that do not result in any change to the terms or conditions of the new collective agreement.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 1

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

It is mutually agreed that when the Company requires drivers to go to Prince Rupert, to and return, to service the Tour boats, all drivers riding cushions shall be paid a "Cushion Rate" of seventy-five percent (75%) of their regular hourly rate of pay.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 2

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

The Company and the Union mutually agree that the school bus runs carrying physically or mentally challenged children, known as run #5 and run #13, (or others as may be required), in the absence of a monitor, require a person of special skills and ability. The employee who independently operates must have the capability, sensitivity, the ability to control, and the training to properly carry out the responsibility of handling these special needs children.

Therefore, the Union and the Company agree that in the absence of a monitor accompanying the driver on their run, a premium of one dollar and twenty-five cents (\$1.25) per hour is appropriate to recognize the additional skills required to operate these runs.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 3

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Terminal Express

ARTICLE 1: The terms of this Letter of Understanding supersedes the Collective Agreement to which this is attached in all respects unless this Letter of Understanding is silent on the matter.

The parties agree that at present there are three (3) full time positions at Terminal Express.

The employer agrees to utilize manpower such that the three (3) full time positions (one of which is Keith Soules) shall be guaranteed a minimum of 40 hr. per week.

Notwithstanding the foregoing the employer has the right to downgrade an employee to part time or lay off status as the quantity of work demands.

Such downgrade or layoff and subsequent upgrade or recall shall be by seniority within this classification.

ARTICLE 4: Benefits:

Full time courier drivers shall only be entitled to the Medical Services Plan, the extended benefits provided by M.S.A. and in addition weekly indemnity benefits will apply. Such plans shall be funded as per the rest of the bargaining unit.

No other parts of the Collective Agreement's benefits plans apply.

ARTICLE 5: Section 14 of the Collective Agreement does not apply to courier drivers.

Notwithstanding the foregoing, jackets will be supplied to the couriers on a one time basis, and should the employer implement a uniform policy such uniform shall be provided by the employer at no cost to the employee.

ARTICLE 6: Overtime shall apply as per Section 21 of the Collective Agreement.

ARTICLE 7: The parties agree that Keith Soules' employment contract with the employer shall not be modified by this agreement.

ARTICLE 8: Vacation and Vacation Pay shall be earned and taken as per the Employment Standards Act.

ARTICLE 9: This first Letter of Understanding may be amended during its term by the parties with mutual agreement.

ARTICLE 10: This Letter of Understanding shall be terminated only in the same manner and at the same time as the Collective Agreement. Notwithstanding the foregoing the parties may agree to extend this Letter of Understanding to subsequent contracts.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 4

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Temporary Relief Driver

Temporary Relief Drivers will:

- ◆ Only be used when all available qualified home location drivers are utilized.
- ◆ Not accumulate other location seniority while working at another location according to this letter of understanding.
- ◆ Abide by location work practices and procedures.
- ◆ Are responsible for their own:
 - Transportation to and from other location
 - Accommodation while in the other location
 - Meals with in the other location
- ◆ Temporary Relief Driver work will be posted Company wide. If the piece of work is not filled by the closing date the work will then be filled as Management sees fit.
- ◆ Temporary Relief Driver work filled will be awarded as per the Collective Labour Agreement.
- ◆ All Postings to give ALL PARTICULARS about that piece of work i.e. hours of work, number of days, any premiums paid, etc.
- ◆ Drivers are reminded that their first obligation is to fill work as needed in their home location. If there is a work schedule conflict between work in another location and Work in their home location the Driver will have to leave the work and report for the work their home location.

- ◆ No travel benefits are paid (i.e. mileage or wages) for travel to and from other locations for a work assignment.
- ◆ All assignments worked according to this letter of understanding are voluntary and cannot be forced by the Company.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 5

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Annual Vacation Entitlements

As a result of the negotiated changes to annual vacation entitlements, the parties agree to the following red circling arrangement:

- 1) Any employee, who will reach their anniversary date of years of service with the Company, which entitles them to the next vacation entitlement increase within the calendar year of 2001, shall receive that increase in vacation entitlement. The revised collective agreement language will bind employees not reaching their next vacation entitlement increase within 2001.
- 2) Employees red-circled according to this LOU will maintain their entitlement until such time as they are entitled to a further increase in vacation according to the revised collective agreement language.
- 3) All entitlements, for all other employees, will be according to the revised collective agreement.
- 4) The following will apply during the calendar year of 2001, for employees currently at, or soon reaching fifteen (15) years of service, or greater:
Reaching 15 years: 5 weeks vacation
Reaching 16 years: 5 weeks plus one day vacation
Reaching 17 years: 5 weeks plus two days vacation
Reaching 18 years: 5 weeks plus three days vacation
Reaching 19 years: 5 weeks plus four days vacation
Reaching 20 years: 6 weeks vacation

In the year 2002, all above entitlements will revert to the revised collective agreement language in section 10.01(h), and maintain a maximum of five weeks vacation.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

B. Zaharko

LETTER OF UNDERSTANDING NO. 6

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Work Practices at Terrace, Hazelton, Smithers Only

1. The employee who signs and is awarded the Temporary Transit posting is known as a Temporary Transit Driver for the duration of the posting and shall not be eligible to sign Bluebird Charters while on transit.
2. All available Transit work of three (3) or more known days will be posted. All available work of two (2) days or less will be assigned by the Weekday Transit Rotation List.
3. When two (2) pieces of work arising from postings are to commence on the same day the senior employee who has signed both postings shall decide which piece of work they want before work commences. The employee shall not bump back into the other piece of work they gave up.
4. In Hazelton the coach cleaner shall be considered regular part-time.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 7

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Full-time Coach Cleaning Position in Prince Rupert

It is mutually agreed that the full-time coach cleaner in Prince Rupert will have the following amendments to sections 11.02 and 13.01.

Section 11

Seniority, Lay-off, Re-hire and Probationary Periods

- 1) The full-time coach cleaner will accrue Company seniority, as outlined in section 11.02 Seniority, for all other purposes other than bidding on a full-time driving position.
- 2) In addition to Company seniority the full-time coach cleaner will accrue casual driving seniority.
- 3) In the event of a layoff, Section 11.02 paragraph (f) will not apply to the laid off coach cleaner.
- 4) In the event the full-time coach cleaner is laid off he/she will be placed on the casual driving list.

Section 13

Choice of Additional Work

- 1) The full-time coach cleaner will be entitled to bid on vacancies as outlined in section 13.01.
- 2) The full-time coach cleaner will be entitled to overtime as outlined in section 13.01.

- 3) The full-time coach cleaner will not be entitled to be on the charter rotation list, but may be utilized in the event there is no full-time, casual, or relief casual drivers available.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

opeiu 491

LETTER OF UNDERSTANDING No. 8

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Provided there is no cost to the Company or the employees, the Company agrees to appoint WE Group Benefits and Consultants as the Union's representative as consultant and Agent of record for all group benefits plan design and the purchase of all Employee group benefits from any source of supply of coverages defined in this agreement. This appointment extends to all Pension, Group RRSP, Life, Health, Accident, Disability, Dental and Employee Assistance Plans.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING No. 9

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

Re: Section 26.01 (g) Charter Board for Extra Work in Terrace

The Parties agree that full-time and regular part-time drivers wishing to drive charter work on their day off or after regular assignment, on a voluntary basis, may add their names to the charter rotation sheet on March 1, 2004. Work will be assigned to available and qualified drives on a rotation basis. If an employee refuses a charter three (3) times in a row the drivers shall be removed from the rotation list until the next sign up on September 15, 2004. An employee has the right to refuse on the basis of being ill or on vacation without it being considered one of the three refusals referred to above.

Future sign ups will be March 1 and September 15th of each year.

Charter descriptions will be posted on a chart in the Terrace office as they are available. Nothing in this Letter of Understanding prevents the continuation of the current practice of School bus drivers being assigned to a charter, on a rotation basis, even though the employee may be working a regular shift.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

LETTER OF UNDERSTANDING NO. 10

between

FARWEST/COASTAL BUS LINES LTD.
HAIDA COACH LINES LTD.
AND TMC TRANSPORTATION SYSTEMS LTD.

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 113

RE: CUPE Multi-Sector Pension Plan

The parties agree to meet within three (3) months of ratification of the collective agreement in order to discuss the possibility of providing the CUPE Multi-Sector Pension Plan to all or some members of the bargaining unit.

Signed this _____ day of _____, 2004

FOR THE COMPANY

FOR THE UNION

A. Zaharko

