

COLLECTIVE AGREEMENT

BETWEEN

**DIVERSIFIED TRANSPORTATION
LTD.**

AND

TEAMSTERS LOCAL UNION NO. 31



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PRE-AMBLE

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

ARTICLE 1.00 – BARGAINING AGENCY & 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 November 17th, 2003. 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 the officers, representatives, job stewards and committee members.
- 1.03 Officers and authorized representatives of Teamsters Local 31 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 in advance.

ARTICLE 2.00 – UNION MEMBERSHIP

- 2.01 All bargaining unit employees shall, as a condition of continued employment, become members of the Union and maintain their membership in good standing.
- 2.02 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.
- 2:03 Any member who fails to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) calendar days written notice to the Employer by the Union of the employee's failure to maintain their membership in good standing.

2.04 Provided that should the Union notify the Employer, in writing, within the said ten (10) 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.

2.05 **Union Dues Check-Off**

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.

2.06 **Union Bulletin Board**

The Employer shall provide 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 Employers bulletin boards. The Union agrees not to post political or controversial notices that are detrimental to the Company.

2.07 Union Logo

Union members shall be entitled to wear a lapel pin displaying the Union Logo.

ARTICLE 3.00 – MANAGEMENT OF THE WORK FORCE

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

3.02 The Union agrees that it will cooperate fully with the efforts of the Company to maintain or improve the skill, efficiency, ability and production of working forces, the quality of its service and the methods and facilities of production, subject to the provisions of this Agreement.

3.03 Employees shall be subject to, and governed by, all Company Policies, Procedures and instructions which may be verbally conveyed, posted, issued, and as may be amended by the Company from time to time provided that such Company Policies, Procedures and instructions are not contrary to law or the terms and conditions of this agreement. A copy of such rules, regulations, amendments or additions shall be provided to the Union's office.

Employees shall also perform their duties within the applicable laws and statutes of the Motor Vehicle Act, the National Safety Code as implemented in British Columbia and the B.C. Motor Carrier Act as required to hold a Class 2 Drivers License.

The Union agrees that it is the responsibility of individual drivers to perform their duties to the best of their ability and in an efficient and cooperative manner.

All bus drivers must notify the Employer immediately of any criminal charges and any motor vehicle violations that would appear on the driver's abstract.

All bus drivers shall operate the bus safely at all times and shall maintain proper discipline among the pupils conveyed so that every possible precaution is taken for the safety of the children. If the bus driver has a discipline problem on their bus the driver shall notify the Employer and the Employer will assist the driver in dealing with the disciplinary problem.

3.04 Each employee shall keep the Employer informed of his/her current address and telephone number. Any employee on layoff shall also keep the office of the Employer informed of his/her whereabouts so that he/she may be readily located for recall.

ARTICLE 4.00 – BARGAINING UNIT WORK

4.01 Revenue work normally performed by members of the bargaining unit will not be performed by non-bargaining unit employees except as follows:

- (a) Where no bargaining unit members is available to do the work, or;
- (b) Where a bona fide emergency exists.

4.02 Notwithstanding 4.01, a maximum of two (2) driver trainers and the McBride/Valemount supervisor may continue to perform bargaining unit work in accordance with the current practice in those locations.

4.03 **Contracting Out**

The Employer agrees that it shall not contract out bargaining unit work that would result in the reduction of hours of work or the laying off of employees within the bargaining unit.

ARTICLE 5.00 – PROBATIONARY PERIOD

5:01 The following shall apply to newly hired employees:

- (a) All newly hired employees shall be considered as probationary employees for the first sixty (60) hours worked from their date of hire, during which time the Employer shall determine their suitability for continued employment.
- (b) The probationary period may be extended by mutual consent of both Parties for a period to be determined by the parties.
- (c) The Employer may discharge a probationary employee during his/her probationary period.
- (d) The probationary employee shall be notified of the reason they are let go by the Company in writing.
- (e) An employee who successfully completes her/his probationary period shall be notified, by the Employer in writing, at the completion of their probation period.
- (f) An employee who completes their probationary period and subsequently obtains regular employment shall not be required to serve a second probationary period.

5.02 **Notice of new Hires and Termination**

The Employer shall forward to the Union office the name and address of each newly hired or the name of each employee who has ceased employment, within seven (7) calendar days of hire or termination. The Employer agrees to advise all newly hired employees to the fact that this Agreement is in effect.

ARTICLE 6.00 – LEAVES OF ABSENCE

6.01 **General leaves**

The Employer may grant a leave of absence for a period of up to thirty (30) calendar days at any one time. Such request shall be given in writing to the Employer with at least seven (7) working days notice except in case of emergency, and leave shall be without pay or loss of seniority. The

employer agrees to give reasonable consideration to such requests and to grant same in accordance to the needs of its operations and the demands of its business.

The Union shall receive a copy of all approved leave(s) of absence which are in excess of fourteen (14) calendar days. Employees shall not be given a leave of absence to work elsewhere. The thirty (30) days referred to in this provision may be extended by mutual agreement between the employer and the Union.

Employees may be granted a leave of absence to work outside of the bargaining unit for Diversified Transportation, for a maximum of thirty (30) calendar days at any one time without loss of seniority. The employee must return to the bargaining unit for sixty (60) calendar days before requesting another leave of absence to work outside of the bargaining unit for Diversified Transportation.

6.02 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 provided the proper operation of the Company is maintained. The Employer shall not unreasonably deny such leaves of absence. The Union will limit the number of employees on leave of absence for Union business to a maximum of three (3) at any one time, however this number may be increased by mutual agreement between the Parties.

- (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 that 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. A person on a Leave of Absence still bids when on a Leave of Absence.

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

6.03 Leave for Union Business without Loss of Pay

The following leave(s) without loss of seniority or loss of pay shall be granted to Shop Stewards:

- (a) To attend meetings at the request of the Company. The Company meeting shall not extend more than thirty (30) minutes beyond the Shop Steward's normal work day, after which the Shop Steward will be paid at their regular rate.
- (b) To attend meetings with the Company at Step 1, 2, or 3 of the grievance procedure.

6.04 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the Employer shall grant a leave of absence of up to three (3) consecutive working days in length without loss of pay for the purpose of arranging and/or attending the funeral. Bereavement leave shall be granted only upon application by the employee and only for such time that the employee would normally have worked.
- (b) In addition, if the employee is notified of the death while he/she is working, he/she shall be excused with pay for the balance of the working shift, whenever possible, and such time shall not be charged against the three (3) days of leave.
- (c) "Immediate family shall be limited to include spouse, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, stepchild or adopted child. 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 he/she is unable to attend the funeral.

6.05 Maternity, Paternal & Adoption Leave

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

6.06, the Employer shall maintain coverage for regular employees Health & Welfare benefits and shall continue to pay the Employer's portion of these premiums providing the employee agrees to pay the employee's portion and providing the employee returns to work. Where an employee is granted additional leave of absence under this provision, the employee must pay the employee's and the employer's portion of the premiums during the leave extension.

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

6:06 Parental leave shall only be granted when there are sufficient qualified employees available to ensure the efficient operation of the Company.

6.07 **Jury and Witness Duty**

The Employer shall grant a leave of absence of up to four (4) weeks without loss of benefits to any employee who is assigned to a bid run and who is required to serve as a juror. The Employer shall pay the employee the difference between regular earnings the employee would have earned and the payment received for jury duty. The employee must present proof of service and the amount of payment, if any, received for such services. Such leave shall also be granted to an employee who is required to appear as a witness as a result of any work-related incident. Any employee required to appear as a juror or appear as a witness shall not lose their seniority.

6.08 **Driver's Licence Suspension**

At the discretion of the Company employees may be granted a one time only unpaid leave of absence without pay or benefits as a result of the temporary suspension of their drivers licence.

The conditions under which this provision applies are as follows:

- (a) Must be a Regular employee.
- (b) The incident resulting in the suspension will be non-job related.
- (c) The incident will not be a Criminal Code conviction.
- (d) If approved, the leave is for a maximum duration of twelve (12) consecutive months. After which time the Employees name shall be removed from the appropriate seniority list and the Company shall not be under any further obligation to such employee.

6.09 **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.

6.10 **Benefits While On Leave Of Absence**

The employer will continue to pay its portion of the Health & Welfare benefits during leaves of absences of less than thirty (30) days. If the leave of absence is thirty (30) days or longer, the employee on leave as provided for in Article 6.01 shall have the option to make arrangements with the Company to pay 100% of the cost of their Health and Welfare benefits during the period(s) of absence. The employee shall be liable for any arrears in the total cost of their Health & Welfare Benefit premiums. The Company reserves the right to cancel benefits anytime due to the employee failing to pay for the full cost of maintaining their benefits.

6.11 An employee off work on an accepted Workers Compensation lost time claim which occurred in the course of their employment with the Company will be permitted to continue their employee Health and Welfare benefits at the level of coverage at the time the lost time claim commenced, provided:

- (a) The employee continues to pay their portion of the premium cost (the Company shall pay their portion of the cost).
- (b) The Health and Welfare Benefit coverage will end at the end of the month after six (6) months from the date of the Workers Compensation Board time lost injury if the employee has not returned to work.

ARTICLE 7.00 – NO DISCRIMINATION

7.01 There shall be, by neither the Company nor the Union, any discrimination, interference, restriction or coercion with respect to any employee in any matter arising from the application of the Collective Agreement by reason of race, creed, age, sex, sexual orientation, colour, national origin, political or religious affiliation, nor by reason of this membership or activity in the Union.

ARTICLE 8.00 – NO STRIKE OR LOCKOUT

8.01 An employee shall not be penalized for refusing to cross a legal picket line as established by law or mutually agreed to by the Parties. The drivers shall operate any alternate routing as prescribed by the Company (provided the employee is not requested to cross a picket line.) The Parties to this

Collective Agreement agree that during the term of this Agreement there shall be no strikes, slow downs or work stoppages in full or in part and that there shall be no lockouts.

ARTICLE 9.00 - SENIORITY

9:01 The Company recognizes the principle of seniority subject to the qualifications and ability of the employee to do the work in question as applied to employees covered by this Agreement. There shall be four (4) separate seniority lists, one for each region. The regions shall be Prince George, MacKenzie, McBride and Valemount. Each seniority list in each region shall be divided into two groups of employees; Regular employees and Casual employees.

9.02 Seniority Regular Employees

- (a) The seniority date for all Regular employees shall be their date of attaining regular employee status in the bargaining unit.
- (b) Seniority of an employee shall be established as of the hour and day he/she becomes a Regular employee.
- (c) All new employees shall be considered probationary employees as provided for in Article 5.00 of this Agreement.

9.03 Seniority Casual Employees

- (a) Casual employees shall have a separate seniority list.
- (b) Casual employees shall accumulate seniority in accordance with hours worked.
- (c) The casual seniority list shall be recalculated and posted September 1st and January 1st of each year.
- (d) In no cases shall a casual employee be considered to have more seniority than a regular employee.
- (e) When more than one driver is to be hired by the Company from the same training class, the newly hired drivers shall draw lots to determine their initial placement on the casual employee's seniority list provided they are qualified.
- (f) The person who draws lot #1 shall go on the Casual drivers list first, then the person who draws lot #2 etc.

9.04 Seniority lists shall be supplied by the Company by January 15th and September 15th each year to the Shop Steward and the Union office. The lists shall contain the names of all members of the bargaining unit in order of seniority, showing name, classification, and seniority date. The Company will keep seniority lists current and make them available to the Shop Steward upon reasonable request.

9.05 Protests in regard to the seniority status of any employee must be submitted in writing to the Shop Steward and the Company within thirty (30) calendar days from the date each new seniority list is posted. If proof of an error is presented, the error(s) shall be corrected and such agreed upon seniority shall thereafter be final.

9.06 **Accumulation/Maintenance of Seniority – Regular Employees**

- (a) Employees shall continue to accumulate seniority when they are absent from work due to a Workers Compensation claim.
- (b) Employees shall maintain seniority for a maximum of two (2) years when they are absent from work due to sickness or non-compensable injury.
- (c) Employees shall maintain seniority for a maximum of one (1) year when they are absent from work due to layoff or an approved leave of absence.

9.07 **Loss of Seniority - Regular Employees**

A Regular employee shall lose seniority in the event:

- (a) He/she is discharged for just cause and not reinstated;
- (b) He/she voluntarily quits;
- (c) He/she is on lay-off for more than three hundred sixty-five (365) consecutive calendar days or the employee's leave of absence has expired in Article 9.06 (b) or (c).
- (d) He/she fails to exercise their right to sign up for a regular school bus run at the annual school bus run sign up, or fails to notify the Employer of his/her absence.

9.08 **Loss of Seniority - Casual Drivers**

Casual drivers shall lose seniority in the event:

- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she voluntarily quits;
- (c) He/she has not actually performed work for the employer for one hundred eighty (180) consecutive days;
- (d) Refuses assignment more than three (3) consecutive times in a school year, unless authorized to do so by the Employer.

9.09 Regular Employee Transfer to Casual Seniority List

Where a regular employee wishes to transfer to the casual seniority list, and the Company agrees to the transfer, the employee shall be placed on the casual seniority list in accordance with their previously accumulated seniority. Previously accumulated hours worked will determine their placement on the casual seniority list.

ARTICLE 10.00 – LAYOFF, BUMPING AND RECALL

10.01 When it is necessary to reduce staff because of a reduction of work, the Employer shall lay-off in reverse order of seniority, last on, first off.

10:02 The Employer shall endeavour to give ten (10) working days' notice, in writing to any Regular employee who is to be laid off and to the Union office. The following bumping provisions shall apply. Employees who are displaced as a result of lay-off may elect one (1) of the following options:

- (a) Bump a junior employee with equivalent or the most hours;
- (b) Bump a Regular employee with less seniority holding a posted run;
- (c) Bump onto the Casual drivers' list as the senior Casual driver, or in order of their regular seniority;
- (d) Be placed on the recall list.
- (e) Any Regular employee that is required to move to a Casual-board position shall continue to accumulate seniority as a Regular employee.

Note: Employees should check with Employment Insurance prior to choosing an option.

10.03 Recall Order

Regular employees who are laid off and who elect not to bump a more junior employee shall be placed on a recall list for up to three hundred and sixty-five (365) consecutive calendar days from the date of their lay-off and shall be recalled to employment in order of seniority (last off, first on) provided the employee(s) to be recalled is capable and qualified to perform the work in question.

10.04 **Notice of Recall**

The following shall apply to notice of recall:

- (a) Notice of recall to a posted run shall be given to an employee by telephone, or if unsuccessful, by courier or registered mail to the last known address of the employee registered with the Employer.
- (b) The letter of recall shall provide a minimum of five (5) days notice plus the number of days required for normal mail delivery, as to the date the employee is required to be at work. Any employee who fails to report as directed in the notice of recall and fails to notify the Employer with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall have their name removed from the recall list.
- (c) It shall be the responsibility of the employees on the recall list to keep the Employer informed of their current address and telephone number.
- (d) Failure to accept recall under this Article shall result in the laid off employee losing seniority rights and the right to future recall, and shall be deemed to have voluntarily resigned their employment.

ARTICLE 11.00 – POSTING & FILLING VACANCIES & POSITIONS

This Article does not apply to lay-off and recall or the assignment of work provisions of this Agreement.

(a) Posting:

- All newly created runs and regular runs that become available due to an employee leaving the employ of the Company will be posted for five (5) days.

- The senior employee signing the posting will be awarded the posting for the remainder of the school year (this becomes their run).
- If a regular employee is the senior employee awarded the run then that employee's run will be posted and only casual employees' will be entitled to sign on the posting.
- The senior casual employee that signs the posting will be awarded the posting.
- When a casual employee is awarded a regular run that has been vacated due to an employee leaving the employ of the Company then that casual employee will be promoted to a regular employee and will have all entitlements of regular employee that he/she qualifies for.

(b) For Vacancies of twenty-one (21) or more days the following procedure will be followed:

- All regular runs where the Company has notice that are for twenty-one (21) or more days will be posted for five (5) days.
- The senior employee signing the posting will be awarded the posting for the duration of the vacancy.
- If a regular employee is the senior employee awarded the run then that employee's run will be posted and only casual employees' will be entitled to sign on the posting.
- The senior casual employee that signs the posting will be awarded the posting for the duration of the vacancy.

Regular employees shall be able to bid and receive one (1) regular posted position and one (1) temporary posted position per school year after bid day.

11:02 The Union shall receive copies of all postings and advice of the allocation of the position. Postings shall contain the following information:

- (a) Nature of position
- (b) Qualifications required
- (c) Assigned start and finish time(s) in accordance with Article 18.05.

11.03 Runs of twenty (20) working days or less shall not be subject to the posting procedures. These runs shall be filled by casual employees in accordance with the Collective Agreement.

11.04 Where new categories are created for which rates of pay are not established in this Agreement, pay rates governing such categories of

employment shall be subject to negotiations between the Company and the Union. If the Parties cannot agree, the matter shall be referred to arbitration and adjustment(s) to the rate, if any, will be determined by the Arbitrator.

ARTICLE 12.00 – GRIEVANCE AND ARBITRATION PROCEDURES

12.01 Should any dispute arise between the Company and the Employees covered by this Agreement concerning the interpretation or violation of this Agreement, or discharge of an employee, the parties shall settle the matter as hereinafter provided. Grievances will be initiated within ten (10) days for layoff and discharge and within thirty (30) days for all other grievances from date of infraction.

12:02 **STEP 1**

A grievance of an employee shall be first taken up, within fifteen (15) days, between the employee and their Shop Steward, designated representative or business agent, and the employees immediate Supervisor, Operations Manager, or designated Company representative

STEP 2

Failing settlement under Step 1, the grievance shall be taken up between a representative of the Union or the Shop Steward, and the Company supervisor within ten (10) days.

STEP 3

Failing settlement under Step 2, the grievance shall be taken up by two authorized representatives of the Union and two authorized representatives of the Company. If settlement is still not reached at this stage, the grievance shall be referred to an Arbitrator. Time limits for grievances from date of initiation to referring to Arbitration shall be ninety (90) days. This time limit may be extended by mutual agreement between the Employer and the Union.

STEP 4

In the event of failure to agree on a neutral Arbitrator, the Company and/or Union shall request the Department of Labour to appoint a neutral Arbitrator. The decision of the Arbitrator shall be binding upon the parties of the First Part and of the Second Part.

In the event the Arbitrator rules that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of this Agreement. Provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or

date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section. It is further provided that the wages so deducted shall be first reduced by the amount required for the payment of expenses from the original place of employment where employed prior to being discharged (or suspended) and their return.

The Arbitrator shall be required to hand down their decision within ten (10) days following completion of the hearing. The Arbitrator shall not add to, detract from or in any manner alter or amend any part of this Agreement.

The Parties of the First and Second Parts will each bear the expense and charges of its representatives, and shall bear in equal proportions the expenses of the arbitration.

ARTICLE 13.00 – PRESENCE OF SHOP STEWARD

- 13:01 All employees shall have the right to the presence of a Shop Steward at any discussion with the Employer where disciplinary action may be taken. In instances where suspension or termination is contemplated or at Step 2 of the grievance procedure, a Shop Steward must be present. The Employer and the Union agree that this clause is not intended to limit the Employer's ability to conduct informal discussions related to the operation of the Company with its employees.
- 13:02 At the time an employee first talks with the Manager, a Manager will advise the employee of the issues to be discussed.
- 13:03 This Article is not intended to limit management's right to take immediate steps to suspend and/or remove an employee from Company property.

ARTICLE 14.00 – EMPLOYEE RECORDS

- 14.01 No disciplinary notation will be entered into an employee's record without the concerned employee and the Union being so advised in writing. Should the employee dispute any such entry into his/her personal file, he/she shall be entitled to recourse through the grievance procedure and the resolution thereof shall become part of his/her personal record.
- 14.02 All written complaints and all verbal complaints logged by the Employer shall be open for inspection by the Union.

- 14:03 The names of the complainants shall not normally be made available to the employees concerned during the above procedure.
- 14.04 An employee or Union Representative, with the employees consent, may request through their supervisor to examine their own personnel file, and shall be allowed to do so under supervision, within twenty-four (24) hours of the request.
- 14.05 Letters of reprimand or suspension shall be removed from an employee's file and shall not be referred to or considered in the imposition of any further discipline after a period of eighteen (18) calendar months from the date of the letter or suspension.

ARTICLE 15.00 – REGULAR EMPLOYEE BENEFITS

- 15.01 All regular employees who have completed the probationary period and hold a regular school bus run scheduled to operate five days per week shall be entitled to benefits. If the employee has not completed his/her probationary period the employee shall join the plan on the first day of the month following completion of their probationary period.
- 15.02 The Company shall provide access to a cost-shared Group Insurance Plan including life insurance, accidental death and dismemberment, and dental insurance for eligible regular employees. In addition, the Company shall provide access to a cost-shared group BC Medical Service Plan (BC MSP) for all eligible regular employees. Except as noted below, participation in these plans is mandatory for all eligible regular employees.

Exceptions: Where a driver provides proof of BC MSP coverage under another individual or group insurance plan, that driver will not be required to participate in the BC MSP Plan. Likewise, where a driver provides proof of dental coverage under another individual or group insurance plan, that driver will not be required to participate in the group insurance dental plan

15.03 Premium Cost-sharing During the Regular School Year:

Benefit	Company Cost Share	Driver Cost Share
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BC Medical Insurance	50%	50%
Group Life Insurance	50%	50%
Group Accidental Death & Dismemberment Insurance	50%	50%
Group Dental Insurance	50%	50%

15.04 Entitlements & Benefits:

The terms and conditions of each plan shall govern the entitlements and benefits payable under such coverage.

Group Life Insurance	<ul style="list-style-type: none"> ○ Covered for an amount equal to twice (2x) the driver's annual salary to a maximum of \$100,000.00 ○ Coverage ends on the last day of the month in which employment ceases.
Group Accidental Death & Dismemberment Insurance.	<ul style="list-style-type: none"> ○ Covered for an amount equal to twice (2x) the driver's annual salary to a maximum of \$100,000.00 ○ Coverage ends on the last day of the month in which employment ceases.
Group Dental Insurance	<ul style="list-style-type: none"> ○ Benefit year – Oct. 1 to Sept. 30 ○ Coverage ends on the last day of the month in which employment ceases.
Preventative Procedures	<ul style="list-style-type: none"> ○ Covered 100% to a maximum of \$1,000.00 per year per dependent.
Restorative Procedures.	<ul style="list-style-type: none"> ○ Covered 100% to a maximum of \$1,000.00 per year per dependent.
Prosthodontic Procedures	<ul style="list-style-type: none"> ○ Covered 50% to a maximum of \$1,000.00 per year per dependent.
Orthodontic Procedures	<ul style="list-style-type: none"> ○ Covered 50% to a maximum of \$1,000.00 per lifetime per dependent.

15.05 Benefits During Summer Months

Regular Drivers will have the option of continuing their insurance coverage during the summer months by paying the full cost of the premiums to the Employer prior to June 30 each year. Drivers must notify the company in writing (using the prescribed form) by February 21 of each year of their intention to continue insurance coverage during the summer months. Premiums will be collected from applicable regular drivers through additional payroll deductions each pay period beginning with the first pay in March and continuing through to the final pay in June.

15.06 Premium Cost Sharing During Summer Months (July & August):

Benefit	Company Cost Share	Driver Cost Share
BC Medical Insurance	0%	100%
Group Life Insurance	0%	100%
Group Accidental Death & Dismemberment Insurance	0%	100%
Group Dental Insurance	0%	100%

15.07 Cancellation of Benefits

The Company's contributions shall cease and benefits shall be cancelled when:

- (a) An employee is absent from work on an approved leave of absence in excess of thirty (30) calendar days and the employee has not made arrangements to pay 100% of the premiums that would be due during the approved leave of absence.
- (b) An employee is absent from work due to an accident or illness in excess of thirty (30) calendar days and the employee has not made arrangements to pay 100% of the premiums that would be due during the absence.
- (c) An employee has been laid off excluding the Christmas and Easter layoff periods.
- (d) When employment is severed or termination of employment is invoked.
- (e) A strike or lockout is in effect and the Union does not tender payment.

An eligible regular employee who loses coverage under another individual or group plan shall upon receipt of a written request be enrolled for coverage.

Coverage will commence on the first day of the month following receipt of five (5) working days notice of the request if the notice is received five (5) working days prior to the end of the month.

15.08 Injury Pay Provision

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

ARTICLE 16.00 – STATUTORY HOLIDAYS

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

New Year's Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. and any other day proclaimed by the Federal or Provincial Government as a Statutory Holiday.

16.02 Payment for Statutory Holidays

An employee shall be entitled to Statutory Holiday pay if he/she:

- (a) Has been employed for thirty (30) calendar days or more;
- (b) Has earned wages or performed work on at least fifteen (15) of the last thirty (30) calendar days immediately preceding the Statutory Holiday.

16:03 If an employee qualifies for Statutory Holiday pay, the Statutory Holiday will be used in the 15 days worked in a 30 calendar day calculation. A "Pro D" day will not be used in the fifteen (15) days worked in a thirty (30) calendar day period.

16:04 Payment for Statutory Holidays shall be calculated as follows for all Regular drivers holding posted runs:

- (a) The total number of hours worked in a two week period immediately preceding the week in which the Statutory Holiday occurs, divided by ten (10) to establish the hours paid for the Statutory Holiday. A Regular employee shall not receive less Statutory Holiday Pay than they received on their posted run.
- (b) A Casual driver must meet the employee qualifications as set out in 16:02 (a) and (b) above, and having done so, shall receive Statutory Holiday pay, as per the above calculation.
- (c) Employees who are eligible for Statutory Holiday pay as calculated above will be paid for Christmas Day and Boxing Day.

16.05 Work on a Statutory Holiday
All work, except charters, performed on a Statutory Holiday shall be paid at the rate of time and one half (1 ½) of the regular rate in addition to the entitled pay for such Statutory Holidays, as calculated in Clauses 16.04 (a) above. Charter work shall be paid at the straight time hourly rate for all hours worked.

16.06 Where a Statutory Holiday falls on a Saturday or a Sunday, it shall be observed on the day the School Board chooses.

ARTICLE 17.00 – ANNUAL VACATION

17.01 The Employer and the Union recognize the seasonal nature of the Employer's present operation and as such there shall not be a provision for the regular scheduling of annual vacations for drivers. However, should the nature of the Employer's operation change to where the regular scheduling of annual vacations becomes feasible, the Employer and the Union agree to amend this Agreement to include such a provision.

17.02 Vacation Entitlement.

- (a) All regular employees shall receive vacation pay as follows:
 - 0 – 5 years of service 4% of gross earnings
 - 5 or more years of service 6% of gross earnings.
- (b) All regular and casual employees shall receive vacation pay on each pay period.

ARTICLE 18.00 – ASSIGNMENT OF WORK

School Bus Runs

18.01 Definitions

Regular Employee:

Defined as an employee who has bid on and has been appointed to a regular school bus route.

Casual Employee:

Defined as an employee who works in a relief capacity due to the unavailability of a regular employee.

Leadhand Driver

A Leadhand driver is defined as a bus driver whom when appointed by the Company shall direct the work of other employees while performing the same work themselves. They shall not have the authority to hire, fire, suspend, or discipline. The Leadhand shall not be considered as, or granted the authority of management. Employees working under the direction of a Leadhand shall however comply with any instructions or directions given.

Leadhands may be appointed at the discretion of management on a daily or otherwise temporary basis.

Employees shall have the right to refuse to be a Leadhand and/or continue to be a Leadhand upon notice to the Company.

The Leadhand driver shall be paid fifty cents (50¢) per hour in excess of the normal hourly rate for all hours worked as Leadhand driver.

The person appointed to the position of Leadhand driver shall be subject to a trial period of one hundred and sixty (160) hours worked in order to assess suitability. In the event that the Leadhand driver appointment is terminated or the position is eliminated, the employee shall revert to their former status.

Posted Runs:

Regularly scheduled school runs as posted at sign-up.

Out of Town Charters:

An overnight trip or trip that is outside of an employee's normal or scheduled working day(s).

Extra Work:

Work that can be done before, between, or after the morning or afternoon school bus run.

Probationary Employee:

Any employee holding a posted position or working as a casual driver "on call" and not having completed the probationary period.

Sign-Up:

Subject to conditions beyond the control of the Employer, annual sign-up for posted runs shall commence no later than fourteen (14) calendar days prior to the first day of school. Drivers shall be advised of the date of the annual sign-up by the last school day in June.

- 18:02 Regular bus runs shall be posted, for the benefit of drivers, at least seven (7) calendar days in advance of the sign-up. Drivers shall sign up, either in person or by proxy, in order of their seniority at their scheduled sign up time. Drivers must be qualified and capable of operating the equipment used on the posted run they have signed for.
- 18:03 All drivers shall receive an additional two (2) hours pay for route organization and a dry run when the work is authorized by the Company and performed by the employee.
- 18:04 Drivers shall hold their signed up posted run until the next sign-up, unless the driver bids on and is awarded another regular posted run. Additional sign-ups may be held at any time by mutual agreement between the Employer and the Union.
- 18:05 The Employer may make reasonable changes to a driver's scheduled start and/or finish time. The Employer shall endeavour to notify the driver of the scheduled change at least forty-eight (48) hours in advance. Should the driver have a legitimate reason for being unable to perform the changed work, the Employer shall make every effort to accommodate the affected driver in consultation with the Union.
- 18.06 **Assignment of Work - Casual Drivers**
There shall be a common list of Casual drivers. All Casual drivers shall not become a Regular driver or accrue Regular seniority until such time as they are able to sign a posted run at sign up or bid and be awarded a

regular posted run at which time they shall become a Regular driver and shall accrue seniority in that section.

18.07

- (a) Provided there is another Casual driver with less seniority to do the work, a Casual driver may pass down work up to three (3) consecutive times without loss of seniority. When a Casual driver is offered work she/he shall be advised by the Office Manager whether it is their first, second, third or fourth "pass down".
- (b) Casual drivers shall be offered all available Casual work with the exception of charter work in seniority order. All known work will be re-dispatched to Casual drivers in seniority order on Friday(s) for the exact known duration of the vacancy(s). Work that becomes available on a Friday will be offered with all known Friday work that is to be re-dispatched. Work which extends past its exact known duration shall be re-dispatched once more on the following Friday for the full duration of the vacancy (The intent of this Article is not to supersede Article 11.01)

18.08 **Assignment of Charter Work and Extra Work**

Drivers shall be able to supplement their normal hours of work by working charters and extra work. All known charters and extra work shall be posted at least three (3) working days in advance, for the benefit of all drivers.

18:09 Where, for reasons beyond the control of the Employer the three (3) working day posting requirement cannot be met, the Employer shall make every effort to inform all drivers of the availability of a charter or extra work.

18.10 Extra work originating from Prince George, MacKenzie, McBride, or Valemount will be offered to drivers residing in these areas based on the seniority of those drivers working in each area. Charters originating from the Prince George, MacKenzie, McBride or Valemount seniority unit will be offered to available employees in order of seniority on a rotation basis in each of the four (4) areas. The junior driver in each area shall be required to perform the extra work when senior drivers pass the work.

18.11 When work is available in an area where either drivers or equipment are not available, drivers may be assigned the work from any of the other areas based on staff and equipment availability.

18.12 Charters will be assigned by 4:00 p.m. the day prior to the charter to the most senior driver signing the posting on a rotation basis.

- 18.13 Extra work will be assigned by 4:00 p.m. the day prior to the extra work in seniority order.
- 18.14 Regular drivers may choose to drop their posted runs once per pay period in order to operate charters when:
- (a) A single day charter is eight (8) hours or more.
 - (b) A multi-day charter of two (2) days or more or;
 - (c) When mutually agreed between the Union and the Company ;
 - (d) Providing sufficient qualified staff is available.
- 18.15 Any work with the Prince George School District that does not require a coach shall be performed by Diversified Transportation Ltd. employees.
- 18.16 **Construction of Drivers' Shifts – Home Based Buses:**
- (a) All posted runs, Charter and Extra Work shall have an assigned starting time and an estimated finishing time. All posted runs, Charter and Extra Work shall include a twenty (20) minute paid allowance for pre-trip time, bus sweeping and post-trip time daily if the bus has not been pre-tripped that day. If the bus has been pre-tripped already, the driver assuming the bus that has been pre-tripped shall be paid a five (5) minute allowance for a walk-around-the-bus inspection.
 - (b) If home-based drivers located in Valemount, McBride, MacKenzie, Hixon, Upper Fraser and Nukko Lake are assigned by the Employer to wash the interior and exterior of their bus, the drivers shall be paid one (1) hour additional pay per week over and above their daily guarantee. This work is to be scheduled at a mutually agreeable time and location, and the time must be recorded on the driver's time sheet.
 - (c) The Employer will schedule home-based drivers located in the Prince George area to wash the interior and exterior of their bus at the Employer's shop either at the end of their morning run or before their afternoon run. The Employer will schedule access to the was bay at the shop by seniority wherever possible. When this work is assigned by the Employer, the drivers shall be paid one (1) hour additional pay per week over and above their daily

guarantee provided that the work is completed within one (1) hour of the driver's arrival at the shop. If the work takes longer than one (1) hour to complete, the drivers shall be paid for the actual time spent completing the work. Time spent performing this work must be recorded on the driver's time sheet.

- (d) Home-based drivers who are assigned by the Employer to wash the interior and exterior of their bus and who choose to perform this work at home shall be paid one (1) hour additional pay per week over and above their daily guarantee, and the time must be recorded on the driver's time sheet. The Employer shall supply a pail, mop and bus cleaning supplies to these drivers.
- (e) When scheduled by the Employer to fuel their bus, drivers shall be paid for any extra time worked over their morning or afternoon guarantee. This additional time must be recorded on the driver's time sheet.
- (f) Except as otherwise provided for in this Agreement, all time spent by drivers from when they are scheduled to start work until they are released from duty over and above their daily guarantee shall be paid time. Additional time must be recorded on the driver's time sheet.

18.17 Construction of Driver's Shifts - Shop Based Buses:

- (a) All posted runs, Charter and Extra Work shall have an assigned starting time and an estimated finishing time. All posted runs, Charter and Extra Work shall include a twenty (20) minute paid allowance for pre-trip time, bus sweeping and post-trip time daily if the bus has not been pre-tripped that day. If the bus has been pre-tripped already, the driver assuming the bus that has been pre-tripped shall be paid a five (5) minute allowance for a walk-around-the-bus inspection.
- (b) Drivers shall be responsible for interior and exterior washing and fueling of their bus when assigned by the Employer. Drivers shall be paid for any extra time over and above their morning or afternoon guarantee when cleaning or fueling their bus, and this time must be recorded on the driver's time sheet.
- (c) Except as otherwise provided for in this Agreement, all time spent by drivers from when they are scheduled to start work until they are relieved from duty over and above their daily guarantee

shall be paid time. Additional time must be recorded on the driver's time sheet.

- 18.18 In all geographic locations all runs with the exception of two (2) Hixon runs, five (5) Nukko Lake runs and one (1) Upper Fraser (Giscome) run shall bid from the shops in the respective geographic locations. Home-based busses shall be determined following bid day and adjustments shall be made to run times to reflect home to home for home-based buses to a minimum of the daily guarantees.

For the Hixon, Nukko Lake and Upper Fraser runs a regular driver living within an area shall be given any routes in their area. A casual or Regular employee that moves into an area shall not have the right to bump a regular employee holding a bid run in that area. If more than one regular employee lives in an area at the time of the annual bid then seniority from the geographic location shall be used to establish the order of bidding.

18.19 **Adverse Weather Conditions**

When posted work is cancelled due to adverse weather conditions the day prior to the workday drivers shall not receive any pay for the day.

- 18:20 When drivers are advised less than one (1) hour prior to the employee's scheduled report time on the day the work has been cancelled due to adverse weather conditions, drivers holding posted runs shall receive two (2) hours' pay for the day and shall not be required to report for work.

18.21 **First-Aid Certificate**

Drivers are required to hold and maintain a current emergency first-aid certificate as a condition of employment. The Company will provide a trainer and training facilities.

18.22 **Driver Training Course**

Where the Employer requires an employee to attend at a course of training outside of the scheduled bus route hours, the following shall apply:

- (a) The time spent by the employee attending the training sessions shall be paid at fifty percent (50%) of the employee's regular rate, or at the provincial minimum wage rate, whichever is greater (includes First-Aid Course).
- (b) The course fees and cost of required training material shall be paid by the Employer.

- (c) The training rate shall not be less than the Provincial minimum wage rate contained in the Employment Standards Act.

ARTICLE 19.00 – HOURS OF WORK

19.01 Normal Work Week

Subject to any changes arising out of Letter of Understanding “B”, the normal workweek for regular drivers shall consist of five (5) consecutive days worked followed by two (2) days off.

- 19:02 Drivers may accept charter work on their scheduled day off at straight time rates and the overtime provision of the Agreement shall not apply.

19.03 Regular Work Day

- (a) The regular work day shall be a minimum of four (4) hours and shall not normally exceed eight (8) hours. The Employer and the Union agree that insofar as the efficient operation of the Company permits, drivers may work in excess of eight (8) hours per day.
- (b) The regular work day for drivers shall be split shifts consisting of a minimum of two (2) hours in the morning and a minimum of two (2) hours in the afternoon. Drivers who work one of these split shifts shall be paid for all hours worked with a minimum of two (2) hours paid.
- (c) Except as otherwise provided for in this Agreement, drivers shall be paid for all time spent in the service of the Employer.

19:04 A - Extra Work

- (a) Extra work shall be offered to those regular drivers, in order of seniority, who can perform the work and who have less than eight (8) hours work for the day and can still complete their AM and/or PM runs. When no regular drivers are available to perform the extra work, it will then be offered to casual drivers in order of seniority, in accordance with the provisions of this agreement.
- (b) All Extra Work shall be paid at the employees' straight time-regular hourly-rate to a minimum of one (1) hour additional pay for each piece of Extra Work unless the Extra Work is blocked to a posted run.

- (c) Extra work is defined as any work or duty assigned to a driver before, between, or after school runs as per Article 18.01. Extra Work may include but is not limited to field trips, swim runs, bus shuttles etc. Extra time worked may be included within the two (2)-hours of work minimum of any a.m. or p.m. run if the extra work is blocked to a posted run per Article 19.06.
- (d) When the Company has an Extra Work opportunity the following guidelines will be used to assign extra work:
- (e) Extra work paid from the School (initiating or terminating within 15 minutes of bell time):
 - a. Extra work paid from the school shall be assigned to the senior driver in the area, if they are able to meet the report times in accordance with their school run sheet times.
 - b. Bell time extra work may involve a reasonable waiting time at the school (10-15 minutes which shall be paid time).
- (f) Extra work paid from the shop:
Extra work paid from the shop shall be assigned to the senior driver able to meet the report times in accordance with their school run sheet times.
- (g) Wherever possible All extra work subject to this process shall be assigned by 4:00 p.m. on the day prior to this work requirement.
- (h) The Company shall call regular and then casual employees in seniority order to cover all extra work that must be covered with less than eight (8) hours notice.
- (i) Known Extra work shall be posted for a minimum of three (3) working days whenever possible.

19:04 B - Charter Work

- (a) The Company and Union agree that all Charter Work is at straight time, and overtime provisions as outlined in this agreement shall not apply.
- (b) Only drivers who have successfully completed the charter driver workshop shall be eligible to bid and perform charter work.
- (c) All drivers performing charter work will be governed by the National Safety Code for allowable hours of work.
- (d) A separate roster will be kept of Regular and Casual Drivers who express an interest in doing "Out of Town" Charters. An out of town charter is defined as an overnight trip, or a trip that is outside of a regular driver's normal working day. All drivers will have an opportunity to sign the roster for "Out of Town" charters every 2 months. The "Out of Town" charter roster will be frozen between sign-ups. All drivers may however remove their name from the roster between bids by informing the Employer in writing of their decision.
- (e) Out of town Charter trips will be posted and offered in order of seniority to drivers on the out of town charter list. If a driver declines the work or the driver is deemed not to be available, a "pass" on the work shall be recorded until the work is filled. The process of filling the work for the next Charter will commence with the next junior Driver on the list. All known charter work shall be dispatched by 4:00 pm of the day prior to the charter.
- (f) Regular drivers shall be allowed to book-off their regular school bus run once per pay period to do an out of town charter trip of eight hours or more or a multi-day charter.
- (g) All out of town charter related expenses incurred, including lodging, will be borne by the Company. Actual costs of meals shall be paid as per Article 23.01. Drivers on a full layover day shall qualify for the full daily allowance. Lodging and other out of pocket expenses incurred by employees while working on out of town charters shall be reimbursed to the employee within two (2) working days following submission of receipts. Employees may request a cash advance to cover anticipated expenses. Completed expense reports and balance of funds shall be remitted to the Company within two (2) working days of the completion of the work.

- (h) Short Term Notice Charters are defined as Charters where the Company has less than eight (8) hours notice of a Charter requirement. For short-term notice charters the Company will take any steps necessary to ensure that the work is covered which may include in the following order:
 - a. Calling drivers on the Charter list as per 19.04 (e) above.
 - b. Calling any employee who is not on the Charter list who are available as per 19.04 (b) above.
 - c. Any non-bargaining unit employees may perform the work provided they have successfully completed the charter driver workshop.
- (i) Meal Breaks – All meal breaks on charters are unpaid breaks and shall not be less than ½ hour or not more than 1 hour and shall be shown as “off duty” on the Driver Log/Time Sheet.
- (j) Wait Time – When the driver is required to wait at a location but is not required to stay with the equipment, they shall be paid as shown on the drivers log sheet at one half (1/2) the regular hourly rate of pay, or at the provincial minimum wage rate, whichever is greater.
- (k) Standby Time – when a driver is requested to standby with the equipment, all such time shall be considered as work time and shall be paid at the regular hourly rate of pay if the charter is less than eight (8) hours. If the Charter is in excess of eight (8) hours per day, standby time shall be paid at one half the regular rate of pay or at the provincial minimum wage rate, whichever is greater.
- (l) Layover Time – drivers who are on a Charter and are required to layover from their home terminal for twenty-four (24) hours may be required to work a minimum of four (4) hours and shall be paid a minimum of four (4) hours pay at the regular hourly rate in each twenty-four (24) hour period of layover. Standby time may be included in the four (4) hour work requirement.

19.05 (Part 1) Two Hours Minimum Pay

- (a) All drivers shall be guaranteed a minimum of two (2) hours work and/or pay on reporting for assigned work in each of the morning and afternoon portion of their run, and the work shall be continuous except as otherwise specified in this Agreement

- (b) In order to be entitled to the two (2) hour work and/or pay minimum guarantee for reporting for work, the drivers shall make themselves available for assigned duties in the two (2) hour guarantee periods. If drivers wish to be released from duty prior to the expiry of either of the two (2) hour guaranteed periods, they shall be paid only for their actual time worked.
- (c) Work may be assigned to drivers after their routes have been completed to make up the balance of the two (2) hour guaranteed period. Make-up work may be assigned to drivers before or after their routes have been completed, and make-up work is to be continuous with drivers' regular posted shifts. Make-up work includes the following vehicle-related duties; fuelling buses, washing bus interiors and exteriors, own route planning, own route mapping, running errands and miscellaneous driving duties.
- (d) Drivers will complete attendance rosters during their regular run times. Incidental paperwork (defined as time cards, discipline reports and seating plans) and fluid top-ups will be completed during regular run times only where time permits. Where time does not so permit, incidental paperwork and fluid top-ups may be assigned as make-up work during any time remaining in the two (2) hour guaranteed periods.

(Part 2) Two Hours Minimum Pay

- (a) A one (1) way piece of extra work blocked with a posted run shall be paid for actual time worked with a minimum of one (1) hours' additional pay. Any time worked over one (1) hour on a extra piece of work or charter shall be paid in five (5) minute increments.
- (b) If there are route changes or deletions of a temporary nature that reduce the length of the run, the run shall be paid as per the time posted at sign-up.
- (c) If there are route changes or deletions of a permanent nature, the Employer shall provide the driver notice of the change at least forty-eight (48) hours in advance.
- (d) The Company reserves the right to combine any single a.m. or p.m. run to an existing single a.m. or p.m. run to make a regular bid run..

- 19.06 **Blocking**
The Employer may block two (2) or more pieces of work and post as one (1). Extra work may be blocked with a posted run, however, drivers on posted runs may pass down such extra work provided a driver with less seniority is available to perform the work.
- 19.07 In the event that upon finishing their work a driver is required to wait at the last drop off for extra work, this extra work shall be considered as part of the posted run and shall be paid for actual additional time worked to a minimum of one (1) hours additional pay. When the driver has a legitimate reason for being unable to perform such extra work they will not be required to do so providing other drivers are available to cover the work.
- 19.08 **Cancellation of Work – Charters or Extra Work**
When a driver reports for work assigned or is notified thirty (30) minutes or less prior to the scheduled report or start time that such work has been cancelled, the driver shall be paid a minimum of two (2) hours' pay for charter work provided the driver remains available to perform work for the two (2) hour period and a minimum of one (1) hours pay for extra work provided the driver remains available to perform work for the one (1) hour period. The one (1) hour or two (2) hour guarantee shall be continuous.
- 19.09 **Disciplinary Hearings/School Meetings**
Drivers shall be paid actual time, up to a maximum of two (2) hours' pay at straight time rates, when required to attend a student disciplinary hearing.
- 19.10 **Completion of Accident/Incident Reports**
Time required to complete an accident or incident report shall be considered as work time up to a maximum of fifteen (15) minutes.
- 19.11 **Delays as a Result of Accident or Incident**
When an employee is involved in an accident or incident during working hours and such accident or incident results in the employee being delayed, the employee shall be paid for the time of such delay at their straight time rate.
- 19.12 The Company agrees to pay three (3) Shop Stewards fifty cents (50¢) per hour in addition to their regular hourly rate. The Union will advise the Employer in writing the names of the Shop Stewards (date of ratification).

ARTICLE 20.00 – PAY AND WORK CONDITIONS

20:01 Paid for Time

- (a) All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.
- (b) Pay time shall be compiled from the time that the employee is ordered to report for duty or registers in; whichever is the later, until he is effectively released from duty.
- (c) The rates or remuneration shall be those listed in Article 24.

20:02 Pay Period

All employees covered by this Agreement shall be paid every other Friday all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment. The pay period ends at noon every second Thursday, with payday being the following Friday.

20:03 Pay Statement

The Employer shall provide each employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked either at the time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages.

20:04 Error in Pay

If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one day's pay or more, he/she shall be entitled, on request, to receive same forthwith after being brought to the Employer's attention. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay checks.

ARTICLE 21.00 - OVERTIME

21.01 Overtime shall be available to all employees in order of seniority. Overtime shall be voluntary. Overtime shall be authorized by the Employer

21.02 Overtime shall be paid as follows:

For work in excess of eight hours/day up to ten (10) hours/day at 1 ½ times (1.5x) the regular rate.

For work in excess of ten hours per day, double time (2x) the regular rate.

21:03 This article does not apply to charter work. Charter work shall be paid at the straight time base charter rate in effect and shall not be included in calculation of overtime.

ARTICLE 22.00 – OCCUPATIONAL HEALTH & SAFETY COMMITTEE

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

22.02 The Union and the Employer agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall consist of two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Parties agree the policies and guidelines relating to the Committee shall be established by the Committee.

22.03 The Occupational Health and Safety Committee shall meet once each month, or as closely to monthly as possible unless otherwise required by Workers Compensation Board regulation, and shall post the approved minutes of each meeting in the driver's room.

Time spent at these meetings shall be paid for by the Company at each employees' regular rate of pay with a minimum of one (1) hours' pay or actual time of the meeting, whichever is greater.

ARTICLE 23.00 – GENERAL PROVISIONS

23.01 Expenses

All expenses incurred, including lodging, to be borne by the Company. Meal allowance shall be thirty four (\$34.00) dollars per day for each twenty-four (24) hour period, eleven dollars (\$11.00) for breakfast, lunch and twelve dollars (\$12.00) for dinner. Drivers with a layover for a twenty-four (24) hour period shall qualify for the full daily meal allowance. Lodging and other out of pocket expenses incurred by employees while working on overnight charters shall be reimbursed to employees within two (2) working days of completion of the work. Employees may request a cash advance to cover anticipated expenses. Expense reports and balance of funds shall be remitted to the Company within two (2) working days of completion of the work.

There shall not be any meal allowance on a local charter that starts and finishes within eight (8) consecutive hours excluding meal and rest breaks. Overnight eight (8) hours worked in one day, one (1) meal allowance at twelve dollars (\$12.00) shall be paid.

23.02 **Employees Storing Company Vehicles at Their Residences**

The Employer reserves the right to determine where Company vehicles will be stored, either on or off Company property. When a change in storage site alters the start and/or finish time of the driver's shift, the driver shall be paid in accordance with the revised start/finish times.

Drivers who store Company equipment at their residence during the winter months shall be reimbursed a sum of thirty dollars (\$30.00) on April 1st of each year. Drivers who receive this sum are responsible to ensure that the vehicle is plugged in, and that the electrical circuit and extension cord are in proper working order.

23.03 **Sexual Harassment**

The Employer and the Union recognize the right of all employees to work in an environment that is free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the workplace.

Sexual harassment shall mean any unwelcome sexual advances, requests or demands for sexual favours of an unwelcome or physical nature, unnecessary touching or patting, suggestive remarks or verbal abuse, leering at a person's body, compromising invitation, or any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's status or potential.

23.04 **Masculine/Singular; Feminine/Plural**

Wherever the singular is used in this Agreement it shall be considered as if the plural, when content so requires. Wherever the masculine or feminine is used in the Agreement it shall also be considered to be the other, when content so requires.

23.05 **Rest Break And Meal Period For Employees Performing Charters**

Rest breaks and meal periods where applicable, will be taken at times mutually agreed upon between the employee and Employer. Such breaks shall be unpaid breaks and shall not interrupt the delivery of service. Meal periods shall not be less than one-half (1/2) hour and not more than one (1) hour and shall be recorded in the driver's log or time sheet. Rest breaks shall not be more than fifteen (15) minutes.

23.06 Use of Personal Vehicle

An employee required to use his/her own vehicle for working purposes shall be paid an allowance of thirty-five cents (35¢) per kilometre.

The employer shall reimburse an employee any increase in cost of obtaining vehicle insurance for business purposes if the employee's vehicle is required for working purposes.

23.07 The Company agrees that a home based bus driver will not be liable for damage to the bus while parked on the employee's property caused by falling trees or other acts of God.

ARTICLE 24.00 – WAGES & CLASSIFICATIONS

24.01

Classification	Sept. 1, 2004	Sept. 1, 2005
Bus Driver	\$16.78	\$17.03

24.02 Drivers with Less than 1200 Hours of Work

- 0 – 260 hours worked 85% of the above wage rate.
- 261 – 1200 hours worked 90% of the above wage rate.

Note: The application of Article 24.02 shall not result in a reduction of wages of any employee currently on staff.

24:03 The Teamsters Local 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (5¢) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement to a maximum of 90 hours per month.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer. This payment will be dependent and separate from any other payment made to Teamsters Local Union No. 31.

ARTICLE 25.00 - DURATION

25:01 This agreement shall remain in effect up to and including August 31, 2006 and thereafter from year to year unless notice of intent to terminate or amend the agreement is given by one party to the other in writing within the four (4) month period prior to the termination date.

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

- (a) The Union commences a legal strike ;or
- (b) The Company commences a legal lockout; or
- (c) The parties enter into a new or further agreement.

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

This Agreement is entered into this _____ day of _____ 2005, in Prince George, British Columbia,

Signed by the Parties to this Agreement , hereto below.

For the Employer
Diversified Transportation Ltd.
Prince George Branch

For the Union
Teamsters Local Union # 31

LETTER OF UNDERSTANDING #1

Re: The Use of Withdrawal Cards During Periods of Layoff

Effective July 1, 2002 employees will be permitted to take out a withdrawal card and not pay out of work dues for full calendar months that the employee does not work at all in the month and receives no monetary benefits from the Company.

Employees that do not take out a withdrawal card to cover full months when they do not work at all and receive no benefits from the Company will be required to pay their normal dues rate or the out of work dues rate, whichever is less.

Employees that are called to work and accept work during months that they normally would have been laid off will be required to pay their normal full dues rate for the month.

A member that takes out a withdrawal card during periods of layoff or approved leaves of absence will be considered to still be a member in good standing of the Union for employment purposes. The member will continue to retain their seniority with the Company as per the terms and conditions of the Collective Agreement.

LETTER OF UNDERSTANDING #2

Re: Payments of the Unions Initiation Fee

The Company and the Union agree to the following:

Employees that are hired, as Casual drivers will have a monthly "Rand Fee" deducted from their paycheque and remitted to the Union by the Company if the Casual driver performs work for the Company in a calendar month.

When a Casual driver is awarded a Regular position the Company will deduct the Unions initiation fee from the employee and remit the initiation fee to the Union. The employee's status will then change to a Regular employee on the Regular employee's seniority list. As a Regular employee the members Union dues will be deducted by the Company and remitted to the Union on a monthly basis.

LETTER OF UNDERSTANDING #3

Re: – Work sharing

Two casual employees shall be allowed to share one (1) school bus run provided that the run is covered for all school days. The employee(s) sharing a school bus run

shall remain on the casual seniority list. The terms and conditions of the Collective Agreement shall be shared. The Company shall pay to each work sharing employee a pro-rated amount based on the percentage of the school bus run each employee works e.g. the work sharing employees school bus run qualifies for statutory holiday pay, each work sharing employee shall receive their pro-rated amount of statutory holiday pay. On bidding for a school bus run, the seniority date used by the work sharing employees would be the seniority date of the junior employee. A maximum of five (5) school bus runs may be bid by employees work sharing. If one of the work share employees cannot continue their scheduled hours of work, their part of the work share hours of work shall be posted for bid. If no employee bids the work share position, the whole run will be put up for bid, and the remaining work share employee will return to the casual call out list if they are not successful in bidding the posted position.

LETTER OF UNDERSTANDING #4

Re: -If School District Initiates a Four Day Workweek

In the event that the School District initiates a four-day week which results in some or all of the current bus routes to revert to four days per week during the term of this Collective Agreement, the following process will apply;

1. The parties will immediately meet to discuss the revisions which are required to the Collective Agreement.
2. All disputes with respect to Collective Agreement revisions will be referred to binding arbitration no later than thirty (30) days prior to the implementation of the four day work week.
3. The Arbitrator will be constituted as an "Interest Arbitrator" and will apply fair and reasonable criteria in rendering the decision.