

COLLECTIVE AGREEMENT

BETWEEN

EMPRESS TRANSPORTATION COMPANY (1996) LTD.

AND

TEAMSTERS LOCAL UNION No. 213

January 13th, 2006 - January 12th, 2009

**DON McGILL
Secretary-Treasurer**

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THIS AGREEMENT entered into this day of , 2006.

BETWEEN: **EMPRESS TRANSPORTATION COMPANY (1996) LTD.**
817 Fisgard Street,
Victoria, Province of British Columbia;

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. GENERAL

(a) It is recognized by this Agreement to be the duty of Empress Transportation Company (1996) Ltd., herein after known as the Company, and Teamsters Local Union No. 213 hereinafter known as the Union, and the employees to full co-operate, individually and collectively, for the advancement of conditions.

(b) Union Co-Operation

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the transportation industry and of the Company.

2. BARGAINING AGENCY AND DEFINITION

(a) The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, except the General Manager, or other Management positions within the Company.

(b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.

(c) All work normally performed within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No bargaining unit work shall be transferred, sub-contracted or contracted out in any manner.

- (d) Shareholders shall not become members of the Union or do bargaining unit work. Shareholders may on an emergency or fill in basis be used, provided no regular bargaining unit employees are available. Only Management personnel, during unexpected surges in business or break relief or in an emergency not foreseen, may fill in on a temporary basis.
- (e) All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified.

3. DURATION OF AGREEMENT

- (a) This Agreement shall be for three (3) years, covering the period from January 13th, 2006 to and including January 12th, 2009, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.
- (c) The operation of Section 50, sub sections (2) and (3) of the Labour Relations Code is hereby excluded.

4. UNION SECURITY

- (a) The Union recognizes the right of the Company to hire whoever they choose subject to the seniority provisions contained herein.
- (b) The Company agrees that all employees shall be members of the Union as a condition of employment and all new employees must become members of the Union within seven (7) working days of commencing employment or be replaced. The Company's payroll official shall notify the Union, in writing, within five (5) days of hiring a new employee, of his name and classification.
- (c) Should any employee covered by the bargaining unit cease, or refuse to pay dues to the Union, the Company shall upon notification from the Union, discharge such employee.

5. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues they owe. The Company shall delete any names from such

list of employees who have terminated since the previous list and shall also add the names of any new employees.

- (b) All employees shall be required to sign authorization for checkoff of Union dues and fees which may be levied in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues and fees levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.
- (d) The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of the employee.

6. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Company shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. The Union will request approval for such leave by giving the Company, in writing, as much notice as possible.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Company and the Company will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.
- (e) When an employee suffers an injury or illness which requires his absence, he shall report to the Company. It is intended that this report of the employee's inability to work as a result of injury/illness and of his expected duration of absence be made to the Company as soon as possible prior to the employee's starting time.
- (f) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, and brother. In the case of mother and father-in-law, sister and brother-in-law, grandparents, grand-children, and step-parents the paid leave shall be limited to one (1) day.

- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or witness fees to the Company.
- (h) Where a leave of absence is required due to pregnancy, employees shall be granted eighteen (18) weeks and/or in accordance with existing Provincial Regulations.

7. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Company of the identity of all Shop Stewards.
- (e) During negotiations the Union may have a negotiating committee in attendance and the wages will be paid on a straight time basis, shared by the Company and Union. The negotiating committee shall consist of the Shop Steward or a replacement.

8. UNION NOTICES

A Bulletin Board will be made available to the Union in the office for the purposes of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Company before being posted. This Bulletin Board shall be used for notices by the Company or the Union.

In addition to the above, the Shop Steward shall collect all Union notices in a binder, provided by the Company, and the Company shall collect all Management notices to employees in a second binder.

9. JOINT CONSULTATION COMMITTEE

A Committee shall consist of the Shop Steward and General Manager and they shall meet as required to discuss and resolve issues that may affect the work place from time to time.

10. CONFLICTING AGREEMENT

- (a) The Company agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia.
- (b) The Company agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

11. PROTECTION OF RIGHTS

- (a) The Company shall not require any Union member to cross a picket line or to accept any products, goods or services from any person or employees of any person with whom a Union has a picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard line around or against.
- (b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-Union workers.
- (c) The Company shall not require, as a condition of continued employment, that an employee purchase any vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

(d) **Rights of Management**

The Union agrees that the Company has the exclusive right and power to manage the Company's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations, provided such rules do not contravene the terms of the Agreement.

The Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

(e) **Rights of the Union**

The representatives of the Union shall have the right to contact the employees at their place of employment on matters regarding the Agreement

or its administration. The Union will obtain authorization from the Company, before meeting the employees.

12. UNION LABEL

It shall not be a violation of this Agreement for any employee to post the Teamsters Union label in the main entrance in a place designated by the Company.

13. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
- (b) In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union. The Union shall also be informed of the nature of the transaction, not including financial details.

14. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.
- (b) Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fourteen (14) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.
- (c) The Steps of the Grievance Procedure shall be as follows:

STEP I

Any grievance of an employee shall be first taken up between such employee and the Company Operations Manager with the Shop Steward present, at a mutually agreeable time, decided by the parties.

STEP II

Failing settlement under Step I, such grievance shall be taken up between a representative of the Union and the Operations Manager.

STEP III

If no solution is reached within (10) days after the grievance was first discussed under Step II, then the parties shall have ten (10) days to submit in writing their contention on the dispute, failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to arbitration.

Notwithstanding Clause

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP IV

Failing settlement under Step III, either party may refer the matter to an agreed upon arbitrator to act in the same capacity and having the same powers as a board of arbitration. Either party may apply for expedited arbitration.

Any of the above time limits in Steps I to IV may be extended by mutual agreement.

Arbitrator's Decision

The arbitrator shall be required to hand down his/her decision within fourteen (14) days (excluding Saturdays, Sundays, Statutory Holidays) following completion of the hearings and his/her decision will be final and binding on the two parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him/her and he/she shall have no authority in any manner to amend, alter or change any provision of this Agreement.

- (d) The costs of the arbitrator will be borne equally by the Union and by the Company.
- (e) Any discharged or suspended employee within seventy-two (72) hours of his discharge or suspension shall be given by the Company, in writing, the reasons for his discharge or suspension with a copy to the Union in the event of any dispute or difference as to whether or not there was proper cause for their discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an arbitration board.
- (f) The Company shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness in an arbitration case.
- (g) If adverse statements are to be put into an employee's file a copy of same will be given to the employee with a copy to the Union, otherwise it shall be null and void. In any case two years from the date of occurrence, such adverse statements other than suspensions shall be deleted from the

employee's file providing there has not been a reoccurrence of the same offence during the previous two years.

15. **JOB POSTING, PROMOTIONS AND TRANSFERS**

- (a) It is the intention of the Company to fill job vacancies with existing employees before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.
- (b) **Job Vacancies** - Notice of all job vacancies, within fourteen (14) days of vacancy occurring, shall be posted on the official bulletin board for seventy-two (72) hours and will include job title and brief description of the job duties and qualifications required. Those employees who make application, in writing, during this seventy-two (72) hour period will be considered for the job. Management has the authority to decide whether the applicant is qualified.
- (c) **Promotions** - Promotion is hereby defined as a move from a lower job group to a higher job group. Promotion shall be made on the basis of seniority, ability and qualifications. In the event two or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.
- (d) An employee promoted to a higher rated position shall be on trial for the first thirty (30) shifts. If during the trial period he is considered to be unsuitable, he shall be returned to his former position plus any increments which he may have been entitled to had he not been promoted.
- (e) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed. This provision shall not apply for brief periods of less than four (4) hours.

16. **TECHNOLOGICAL CHANGE AND RETRAINING**

The Company shall not introduce or implement any technological change until and unless:

- (a) The Company gives sixty (60) days notice in writing to the Union.
- (b) The Company gives first opportunity to existing employees to receive training to upgrade skills to meet the technological change.
- (c) The Company shall provide the basic training required and maintain manuals related to the technology for referral by the employee.
- (d) Courses taken outside the Company that are indicated as being required by the Company shall be paid by the Company.

17. **LAY-OFF AND SEVERANCE PAY**

- (a) Where the reduction of office/dispatch staff is deemed necessary by the Company the following procedure shall be followed.
- (b) All employees affected by layoff shall be given two (2) weeks notice.
- (c) Where two (2) weeks notice is not provided, then two (2) weeks pay based on their regular weekly shifts will be paid in lieu of notice.
- (d) Any regular or regular part time employee with six (6) months or more of service who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year. After 5 years service the employee shall remain on the recall list for two (2) years.

(e) **Notice of Recall**

Any employee recalled shall be notified by registered mail to the last known address.

The employee shall respond to such notice within five (5) days of the time that the registered mail was sent or the employee will lose rights of seniority or recall.

Any employee bypassed for just cause whether raised by the Company or employee will remain on the recall list for the remaining period entitled to recall.

Upon an employee accepting recall he/she will receive the pay that he/she would receive for that position that is currently being paid.

No employee upon recall shall be paid lower than the amount paid upon layoff.

(f) **Severance Pay**

Severance pay shall be paid to employees who have service of one (1) year or more with the Company who are terminated due to consolidation, reduction of staff, suspension of business or changes in procedures.

The amount of severance pay shall be one (1) week's wages at the current regular rate of pay for each year of service to a maximum of eight (8) weeks pay.

The rate of pay will be based on the hourly wage paid to a maximum of forty (40) hours per week.

18. PAY DAY AND PAY STATEMENTS, ETC.

Pay periods shall be semi monthly with payment being made:

- (i) Mid month pay will be the last administrative working day prior to the 15th, with all pay due up to and including shifts on the 15th.
- (ii) End month pay shall be the last administrative working day of the month and shall include all pay entitlement up to and including the last calendar day of the month.
- (iii) All earnings paid to an employee for shifts not yet worked, which the employee fails to complete will be recovered from the very next pay cheque or where termination may result, from any outstanding entitlements to holiday pay.

19. SEPARATION OF EMPLOYMENT

If an employee is discharged or quits the Company may withhold all monies owing to him for a maximum of one hundred and twenty (120) hours starting at the time of notice from either party and weekends will be included in those hours.

20. ANNUAL VACATIONS

- (a) No later than January 15th of each year, the Company shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his/her vacations on such list at a time same is desired, and such request must be completed by February 15th of each year.

Vacations shall be taken in an unbroken period not to exceed two (2) weeks at any time between the period June 1st and September 30th of each year.

Once such list is completed, vacations will be given as requested unless such requests create a staffing conflict at which time the Company will liaison with the Shop Steward to resolve any conflicts with the employee involved.

- (b) An employee's anniversary date of original hiring of continuous employment shall be used as the date to calculate an employee's vacation entitlement and payment.

Should an employee leave the employ of the Company or be terminated, any outstanding vacation entitlements will be pro-rated and cash payment in lieu of holidays will be made.

- (c) **Two Weeks Vacation**

Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks vacation with the equivalent of two (2) weeks regular pay or four percent (4%) of annual gross earnings for all part time employees.

- (d) **Three Weeks Vacation**

All employees completing five (5) years of continuous service shall receive three (3) weeks vacation with the equivalent of fifteen (15) days regular pay (full time) or six percent (6%) for part time employees.

(e) **Four Weeks Vacation**

All employees with ten (10) years of continuous service shall receive four (4) weeks vacation with the equivalent of twenty (20) days regular pay (full time) or six percent (6%) for part time employees.

21. GENERAL HOLIDAYS

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday.

The General Holidays will be those holidays recognized by the Province of British Columbia as Statutory Holidays.

Where an employee is required to work on a General Holiday the employee will receive the equivalent of 2.5 times the normal rate of pay.

22. SENIORITY

- (a) There shall be two (2) Seniority Lists; one for full time employees and one for part time employees.
- (b) **Definition of Employees**
 - (i) **Probationary Period** - All newly hired employees, except casual employees will be considered probationary for the first sixty (60) days where ten (10) shifts have been worked during this period.
 - (ii) **Regular Employee** - A regular employee shall be considered as such an employee of the Company when:
 - (A) He/she completed his/her probationary period.
 - (B) He/she makes him/her self available to the Company for full time employment.
 - (C) He/she has no other outside employment except where such employment may be specifically permitted under provisions of this Agreement.
 - (D) It shall not be cause for discipline or discharge for an employee to seek and accept gainful employment while on lay-off provided the employee complies with sub-section (b) herein.
 - (E) Scheduled to work thirty-two (32) or more hours per week on a regular basis.
 - (iii) **Part Time Employee** - A part time hourly employee shall:
 - (A) Be hired on an incidental and temporary basis to provide for additional manpower for less than thirty-two (32) hours per week but more than eight (8) hours per week on a regular basis.
 - (B) Be given first opportunity to qualify as a regular employee as openings become available providing he meets all Company qualifications and requirements.
- (c) The lists will set out the names and dates of employment of all bargaining unit employees, such lists must be kept current and copies sent to the Union every six (6) months.
- (d) Seniority shall mean length of continuous service with the Company.
- (e) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off, and the last laid off shall be the first recalled, provided that the senior employee has the ability to perform the work available.
- (f) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Company; or
 - (ii) Is discharged for just cause; or

- (iii) After a layoff, fails to report for work for three (3) working days after being recalled by telephone and registered letter; or
 - (iv) Absent without leave for three (3) working days without legitimate reason; or
 - (v) On continuous layoff for twelve (12) months, or where more than five years service shall be for 2 years.
- (g) In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, the seniority of such employees shall be computed from the date that they respectively first became employees of the business aforesaid.

23. DAYS AND HOURS OF WORK AND OVERTIME

The choice of shifts is determined by seniority and qualifications.

(a) **Regular Work Hours - DSA**

Day shifts 0730-1530	Monday to Friday
Afternoon shifts 1530-2330	Wednesday to Sunday
Evening shifts 2330-0730	Thursday to Monday
Variable	Saturday and Sunday Day
	Monday and Tuesday Afternoon
	Wednesday Evening

CSA - Customer Service Agent

Monday to Friday	0700 - 1500
Monday to Friday	0730 - 1530
Tuesday to Saturday	1530 - 2330

Where a third or larger number of full time call takers are permanently established the schedule will be modified to include all new full time shifts.

(b) **Rest Breaks**

Administrative, Financial and the day shift Call takers will have two 15 minute breaks daily.

The call takers, will alternate, so that at least one call taker is on station at all times.

Administrative and Finance staff will alternate so that there is always one support staff at their positions at all times.

The rest break shall commence at the beginning of the 2nd and 6th hour of work and last for no more than 15 minutes.

Dispatchers on day shift may have two 15 minute breaks should there be another person present that can cover the position for those 15 minutes.

Where an employee cannot be covered by another qualified employee for those 15 minutes, then the employee shall continue to have 5 minutes per hour.

(c) **Staff Training**

Where requested by the Company, a qualified dispatcher or call taker may assist in the training of new employees. Where this should occur it will be done outside of the trainer's normal hours at straight wages, where overtime is not required.

Administrative Hours

All administrative staff shall work during the following times:

- (a) Monday to Friday 0830 until 1630; or
- (b) 0930 to 1730;
- (c) as required where other structured shifts are required to meet the needs of the Company.

(d) **Dispatch Hours**

Based on posted shift schedules covering seven (7) days per week for Customer Service Agents (CSA) and Driver Service Agents (DSA) with no employee exceeding forty (40) hours per week.

Each shift will be eight (8) hours and upon concurrence with each **CSA and DSA** meals may be consumed while working and no specified lunch period will be observed or any additional compensation will be forthcoming.

(e) **Overtime**

Except in the case of emergency or where it is unavoidable, no employee shall work weekly overtime until all employees in their job classification have worked the full quota of regular hours.

Part time employees will not be used to deprive any of the regular employees the conditions of this Agreement.

Where it is deemed for the ongoing operation of the Company would require overtime, no employee would be offered overtime unless a minimum of eight (8) hours time off would be assured prior to the commencement of the next normal shift.

24. SAVINGS CLAUSE

- (a) Should any Article or Section of this Agreement be held invalid by operation of law or by a tribunal of competent

jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Company, for the purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. Should the parties not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure.

(c) Should any Article or Section of this contract or any addendum attached to this contract be found by any tribunal or court in the Province of British Columbia to be unlawful or illegal, or

Should the compliance or enforcement of any Article or Section be restrained by such tribunal pending final determination, then

The remainder of this contract or any addendum to this contract shall remain in force.

(d) In the event any Article or Section of this contract be struck down by any tribunal or Court of British Columbia then negotiations for replacement of said Article or Section shall commence immediately. Should there be no resolution through bargaining then the arbitration procedures will be initiated by one or both parties.

(e) Subject to the conclusion of this Agreement, no employee shall suffer any loss of benefits or pay received prior to the date of acceptance of this Agreement.

25. INSPECTION PRIVILEGES

(a) The authorized Agent of The Teamsters Local Union No. 213 shall have access to the Company's establishment during administrative working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

(b) The Agent or Shop Steward will notify the General Manager as soon as it is determined that a visit will take place.

The Agent may enter the premises to conduct business, and may use the area commonly known as the driver's room to conduct business as required.

Any issues that require access to the rest of the building must be done while the General Manager or authorized representative is present in the building.

26. SANITARY FACILITIES, ETC.

- (a) The Company agrees to maintain adequate clean sanitary lunchrooms and washrooms having hot and cold running water and with toilet facilities.
- (b) The employee will be responsible for the use of these facilities and are responsible for keeping said areas in a clean and sanitary state.
- (c) Management will also participate in maintaining the areas in a clean and sanitary state, when used by Management.
- (d) Employees will be responsible for the daily cleaning of their work areas, which includes removal of all food stuffs, personal items or miscellaneous rubbish from the space prior to their departing at the end of the shift.

27. MAINTENANCE OF EQUIPMENT

- (a) The Company agrees that all equipment will be maintained in a safe state of operation, and that the employee may terminate use of the equipment where he/she determines that his/her safety or health is being compromised.

Any employee that feels the equipment may be defective or causing a safety issue must:

- (i) immediately inform The General Manager or person so designated by the General Manger to respond to safety issues.
- (ii) place in writing the reasons for his/her belief that a safety hazard exists and what alerted him/her to this hazard.

The Company will respond upon receiving a complaint
to:

- (i) Verify the notice from the employee.
- (ii) Upon verification repair or terminate the use of the equipment.
- (iii) Follow up with any other corrective measures that are required to ensure the safety of the employee is not in jeopardy.

- (b) It is to the mutual advantage of both the Company and the employee that the employees shall not operate office equipment which is not in a safe operating condition.

It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly, but not later than at the end of their shift, all safety and or mechanical defects on the equipment which they have operated during that shift.

It shall be the obligation of the Company to so inform the employees as to which Supervisor to whom such reports on such equipment will be made.

In the event the repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired.

- (c) The Company agrees that all equipment will be maintained in a safe state of operation, and that the employee may terminate use of the equipment where he/she determines that his/her safety or health is being compromised.

- (d) **Computer Equipment**

No employee will introduce by any method any item, obstacle, program, technical alteration or anything developed for computers that has not been authorized by the Company.

No employee may access or utilize a computer for any reason for which they have not had written authority to access or utilize.

No employee will attempt or fix or alter any hardware or software program that written authority has not been provided outlining specific authority.

- (e) No employee will extract, by any means, information from a computer that is not directly related to their job and for which authority has not been granted.

28. SAFETY AND HEALTH

- (a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper first-aid kits.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions, and shall take all steps to immediately report the matter to the Company.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

- (d) The employee will be paid for the actual hours worked.
- (e) Should an employee, after starting their shift, meet with an accident caused by his/her doing their assigned tasks or due to the actions of another employee which incapacitates him/her from carrying on his/her duties, he shall be paid his/her full day's wages for the day of his injury.
- (f) The wages will be reduced by the amount received by any other form of compensation.

29. MEDICAL EXAMINATIONS

- (a) Any Company requested physical or medical examination after the date of employment shall be properly complied with by all employees, provided however, that the Company shall pay for all such physical or medical examination and for any time lost as a result thereof during his normal working hours.
- (b) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work.
- (c) Where the findings of a medical examination conclude that the employee is no longer able to fulfill their duties, the employee at his/her expense may be re-examined by their personal physician.
- (d) Where the examinations have been concluded there is still no conclusive agreement as to the results then the arbitration process through medical channels will be followed.

30. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The regular rates of wages shall be those set out in Appendix "A" hereto annexed and forming part of this Agreement.
- (b) Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the parties.

The rates established shall be retroactive to the date of implementation.

31. ELECTIONS

Each employee will be afforded full rights under the Elections Act of Canada and British Columbia and any municipal regulations to ensure that their right to vote in any election is not impeded.

APPENDIX "A"

RATES PER HOUR

CLASSIFICATIONS	EFFECTIVE JAN 13/06	EFFECTIVE JAN 13/07	EFFECTIVE JAN 13/08
Driver Service Agent	\$13.50	\$14.00	\$14.5
Customer Service	\$11.60	\$12.10	\$12.60
Accounts Receivable Clerk	\$13.50	\$14.00	\$14.50
Administrative Clerk	\$13.50	\$14.00	\$14.50
Office Clerk	\$ 9.75	\$ 10.25	\$ 10.75

Signing Bonus

Full-time employees shall receive the following signing bonus:

Effective July 1st, 2006 - \$250.00
Effective September 1, 2006 - \$250.00

Part-time employees shall receive the following signing bonus:

Effective July 1st, 2006 - \$125.00
Effective September 1, 2006 - \$125.00

The signing bonuses are paid only on the above noted dates.

Employee Parking

There shall be no parking fee at the current location: 817 Fisgard Street for the Company employees.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **EMPRESS TRANSPORTATION COMPANY (1996) LTD.**
817 Fisgard Street,
Victoria, Province of British Columbia;

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

The Parties agree to the following:

- (1) that the seventy-five (75¢) cent shift differential paid on the day shift will be moved to the night shift; and
- (2) The shift schedule which currently is on a rotational shifting is to be moved to a shift by seniority.
- (3) After completing the probationary period, the Customer Service position on the night shift, (11:30 pm - 7:30 am) shall receive a forty cent (40¢) per hour shift differential.

DATED AT VICTORIA, B.C., THIS _____ DAY OF _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: **EMPRESS TRANSPORTATION COMPANY (1996) LTD.**
817 Fisgard Street,
Victoria, Province of British Columbia;

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

The Parties agree that the start rate for new employees during the new employee's probation period (refer to Article 22 (b) (i)) in the Collective Agreement shall be as follows:

Classification	Wages
Driver Service Agent	\$11.00 per hour
Customer Service	\$ 9.00 per hour
Accounts Receivable Clerk	\$11.00 per hour
Administrative Clerk	\$11.00 per hour
Office Clerk	\$ 8.60 per hour

After completion of the new employee's probation period, the employee's wage rate shall be the same as that as reflected in Appendix "A".

DATED AT VICTORIA, B.C., THIS _____ DAY OF _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
