

COLLECTIVE AGREEMENT

between

**WATSON & ASH TRANSPORTATION
COMPANY LTD.**

and

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW – CANADA), LOCAL 114**

January 1, 2008 – December 31, 2010



WATSON & ASH COLLECTIVE AGREEMENT

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PREAMBLE

The general purpose of this Agreement is to secure for the Company, the employees and the Union the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employee, 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, the employees and the Union to co-operate fully, individually and collectively for the advancement of such conditions. It is hereby mutually agreed as follows:

ARTICLE 1 – BARGAINING AGENCY

1.01 The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. Properly accredited representatives of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and employees who are members of the Union and are affected by this Agreement. The management of the work force and of the methods of operation is vested exclusively in the Company except as otherwise specifically provided in this Agreement.

- 1.02 (a) All employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) All employees covered by the terms of this Agreement must, as a condition of employment, authorize the Company to deduct their wages, initiation fees, monthly dues and assessments as determined by the Union. Prospective employees must sign an authorization form identical in substance to:

AUTHORIZATION FOR CHECK-OFF OF DUES

Date:

To the Watson & Ash Transportation Co. Ltd.

I hereby assign to Local Union No. 114, National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) from any wages earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or any future employment by you), such sums as the Financial Officer of said Local Union No. 114 may certify as due and owing from me as membership dues, including any initiation or reinstatement fee and monthly dues in accordance with the Constitution of the National Union, CAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and

in such ways as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment authorization and direction shall be irrevocable from the date of delivery hereof to you until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for the period of each succeeding applicable collective agreement between the Company and the Union.

(Signature of Employee here) (Address of Employee)

(Type or print name of Employee) (City, Province, Postal Code)

(Date of Signature) (Employee I.D. No.) (Social Ins. No.)

(Date of Delivery to Employer)

- (c) All new employees covered by the terms of this Agreement shall within thirty (30) calendar days, become and remain members of the Union as a condition of employment. This clause in no way alters the term "probationary period" as defined in Article 2.06.
 - (d) All new employees covered by the terms of this Agreement shall sign an authorization form identical in substance to the form in 1.02(b), within thirty (30) calendar days of the first day of their employment. This clause in no way alters the term "probationary period" as defined in Article 2.06.
 - (e) In the event that an employee fails to comply with the terms of Article 1.02 (a), (b), (c) and or (d), the Company shall forthwith terminate their employment.
- 1.03 The Company agrees to check off initiation fees and dues in accordance with the provisions of the Labour Relations Code of B.C. Deductions so made shall be forwarded to the designated official of the Union by the 15th of the following month.
- 1.04 The Company shall notify the Shop Steward of the name, mailing address and work location of all new employees, also any members suspended or released or submitting his/her resignation within fifteen (15) days of their hiring or release date, in writing.
- 1.05 Any Company contracted to do work covered by the terms of this Agreement shall be required to hold a valid Collective Agreement with a bona fide trade Union, unless otherwise agreed to between Company and Union Negotiating Committee.
- 1.06 The Union has the right to make two copies of all completed – signed or vacant – job postings. These job postings shall list the start and finish times, the lunch break, if any, and the time paid.

1.07 Paid Education Leave

The Company agrees to pay, on a quarterly basis, two cents (\$.02) per hour for all hours worked, into a trust fund established by the National Union. The cheques will be mailed to:

CAW Paid Education Program
205 Placer Court
Willowdale ON M2H 3H9

and made payable to the CAW Leadership Training Fund. The Company agrees that members of the bargaining unit selected by the Union to attend the four (4) week program covering twenty-two days shall be granted sufficient leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Members of the bargaining unit selected by the Union to attend one (1) and/or two (2) week, two (2), three (3) or four (4) day programs shall be granted necessary leave of absence to attend these classes. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave of absence.

1.08 Social Justice Fund

Effective 1 January 2003, the Employer shall remit on a quarterly basis, one cent (\$.01) per hour for all hours compensated, for each employee, into the CAW Social Justice Fund. The cheques shall be made payable to the CAW Social Justice Fund, and mailed to CAW Canada, attention to the National Secretary-Treasurer at 205 Placer Court, Willowdale Ontario M2H 3H9.

ARTICLE 2 – DEFINITIONS

2.01 The term employee as used in this Agreement includes all employees of the Company subject to the exception in 2.02 of this Article.

2.02 The following is an exception to Clause 2.01:

Employees with any classification with power to hire or discharge.

2.03 (a) The term “job posting” as used in this Agreement means a posting of a piece, or pieces of work which recurs on a weekly basis, is signed for by employees and is awarded by seniority after a sign-up of seven (7) calendar days. Job postings can be permanent or temporary. All work which recurs on a weekly basis for two weeks or more must be posted for sign-up. No job posting shall be more than forty (40) hours in a maximum of five (5) days per week, without prior agreement with the Union. Job postings shall be a definite time period per day, all of which shall be paid with the Employer being able to assign other duties related to their job posting.

- (b) Any single piece of a job posting shall be paid a minimum of two (2) hours pay.
 - (c) An employee awarded a temporary job posting in a Depot does not hold Depot seniority in that Depot unless they hold a permanent job posting in that Depot or unless they are on the spare list in that Depot.
- 2.04 The term “regular employee” as used in this Agreement includes any driver who holds a job posting and has completed their probationary period. It also includes any employee in the Maintenance Department who has completed their probationary period.
- 2.05 The term “spare employee” as used in this Agreement includes any driver who does not hold a job posting.
- 2.06 The term “probationary employee” as used in this Agreement includes any employee who has not completed sixty (60) work assignments. Probationary employees in the Drivers Department hired after January 1, 2008 shall be paid a rate that is eighty (80%) of the applicable full Drivers rate for the time spent on probation.
- 2.07 The work week shall commence at 0001 hours Sunday and end at 2400 hours Saturday.
- 2.08 (a) For the purpose of this Agreement, “scheduled” is defined as holding a posted position or run.
- (b) Spare work is defined as covering a posted position or run, nine (9) working days or less.
- 2.09 A day is defined as the period from 12.01 AM until midnight.

ARTICLE 3 – SENIORITY

- 3.01 (a) Employees will hold three types of seniority: Company Seniority, Departmental Seniority and Depot Seniority.
- (b) Company Seniority of an employee shall be established as of the hour and day they first work for the Company.
- (c) Departmental Seniority of an employee shall be awarded as of the hour and day they are awarded a permanent job posting in that Department. Departmental Seniority is not transferable between departments; should an employee begin work in a new department, they will be added to the bottom of that department’s seniority list. Departmental Seniority will be maintained as long as an employee continues to hold a permanent job posting in that department.
- (d) Depot Seniority of an employee shall be established as of the hour and day they first work in that Depot. Employees transferring from one Depot

to another to fill one or more permanent job postings will enter at the bottom of the Depot Seniority list and accumulate Depot Seniority in their new Depot from the start date of the earliest of their job postings in the new Depot. Depot Seniority in a Depot will be maintained as long as an employee holds a job posting or is on the spare board at a Depot.

- (e) If an employee relinquishes all permanent job postings at a Depot to take a permanent job posting at another Depot, he/she loses Depot Seniority at the Depot which they are leaving.
- (f) Employees may learn routes in the Bus Department at another Depot. If they do so, they will be placed at the bottom of the spare list at that Depot. When they are placed on the spare list, they begin to accrue Depot Seniority at that Depot. They will not be given spare work unless the employees above them on the spare list are unable or unwilling to do the work. They will continue to accrue Depot Seniority at the Depot where they hold a permanent job posting.
- (g) Linda Lazare holds, as of 1 January 1996, her full Company Seniority as Depot Seniority at the Campbell River Depot and may exercise her full Company Seniority as Depot Seniority to take a job posting at the Comox Valley Depot one time only.

Duane Fehr will, as of 1 January 1996, hold and continue to hold the top position on the spare bus driver list in the Campbell River Depot, with a start date of 1995.

- (h) Should an employee who does not hold a regular posting fail to accept an assignment on three (3) individual working days within a forty-five (45) calendar day period except when on an authorized leave of absence, authorized absence from work, sickness or other unavoidable reason, said employee shall lose their current seniority and a new seniority date will be established upon completion of their next completed assignment.

NOTE: Authorized absence for alternate work limited to five (5) days in a forty-five (45) calendar day period.

- 3.02 Seniority lists for each Depot shall be provided in quadruplicate by the Company on January 30th and September 30th to the Union Bargaining Unit Recording Secretary. In the absence of a Recording Secretary, they shall be provided to the Union Bargaining Unit Chief Shop Steward. Each Department shall be listed separately and be listed in order of Depot Seniority within the Department. The list shall contain the names of all employees within the Dept, their Depot Seniority date, their Departmental Seniority date and their Company Seniority date.
- 3.03 Protests in regard to seniority status of any employee must be submitted in writing to the Union Representatives within sixty (60) days from the date a new employee's name is placed on the seniority list. If proof of error is presented, such error shall be corrected by mutual agreement with the Company, and such agreed upon seniority

shall thereafter be final. In the event that agreement cannot be reached between the Company and the Union, the Grievance Procedure under Article 6 shall apply.

3.04 Seniority shall be lost only for the following causes:

- voluntary quitting;
- discharge for just and reasonable cause and are not reinstated;
- leaves of absence without authorization other than sickness or accident;
- failure to accept recall pursuant to article 7.09;
- they are on layoff for more than three hundred and sixty-five (365) consecutive calendar days;
- an employee who is not on layoff or authorized leave such as sickness or accident leave and who has not actually performed any work for the Company for one hundred and eighty (180) consecutive calendar days shall be deemed to be terminated.

In the event of an employee voluntarily terminating their service with the Company they shall notify management and the Union Executive in writing of their decision and their name shall be stricken from the seniority list from date of termination.

3.05 Any employee who is promoted or transferred to an official or exempted position under the terms of this Agreement shall, after six (6) months, lose all seniority rights accumulated from the date of their entry into the service of the Company. Extension may be granted by agreement between the Company and the Union.

ARTICLE 4 – GENERAL PROVISIONS

4.01 Union Representatives may obtain access to the Company's premises for the purpose of the Agreement by permission of the Company granted upon request.

4.02 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line which has not been declared illegal by a court of competent jurisdiction.

4.03 The Company shall pay any employee whose absence is due to serving jury duty, provided however that all sums received by way of payment for jury duty shall be payable to the Company to the end that no employee shall receive both his regular applicable rate and jury duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

Employees compelled to attend an inquest or court on a subpoena requested or procured by the Company, or who are subpoenaed to appear for and by the Crown as a witness in a case pertinent to the Company's business, or who are required to appear before any court of competent jurisdiction in a case pertinent to the Company's business, will be reimbursed by the Company for their scheduled hours of work necessarily lost, at their regular straight time hourly rate of pay. Employees attending an inquest or court on a Company requested or procured subpoena will be reimbursed for reasonable expenses when away from home.

- 4.04 Work now being performed by employees covered by this Agreement shall not be contracted out to any company other than a company organized by a bona fide trade Union, and the persons operating the equipment for this contracting company must be paid-up members in good standing of the Union concerned unless otherwise agreed between the Company and the Union.
- 4.05 Whenever it becomes necessary for an employee to renew their licenses, or undertake tests for renewal, or upgrading of licences or tickets the Company shall pay all fees, and, upon request, provide appropriate equipment for this purpose. Time off, if necessary, for such purpose shall be paid for at the employee's regular rate.
- 4.06 The Company agrees to pay all fees (examination, lab fees, etc.) for any and all Motor Vehicle Branch Medical examinations required by an employee to maintain his/her driving qualifications. An employee who must have an appointment for such an examination during work hours shall not lose any pay. If such an appointment is taken in off-duty hours, or on a day off, the employee will receive two (2) hours pay.
- 4.07 Provided competent employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.
- 4.08 (a) Mechanics shall be supplied with clean coveralls at the beginning of each week.
- (b) Drivers may wear appropriate short pants during warm weather.
- 4.09 The Company shall be responsible for refuelling, starting and warm-up of buses, except where buses are taken home.
- 4.10 Union members shall have the right to wear or display recognized buttons or badges of the Union. The Union shall have the right to apply two CAW/TCA stickers, one viewed from the exterior and one viewed from the passenger area, to all buses and Handy-DARTS operated by the Company, providing it does not interfere with the safe operation of the vehicle.
- 4.11 The Company shall provide space in the staff room for one properly mounted bulletin board for the use of the Union at each Depot. Company directives, job postings, etc. shall be posted elsewhere.

ARTICLE 5 – HEALTH AND SAFETY

- 5.01 (a) The British Columbia *Occupational Health and Safety Regulations* in effect as at January 1, 2001 shall govern in all company work sites including buses in operation. Should subsequent legislation be introduced that exceeds the Occupational Health and Safety Rules and Regulations as set out above, all of the improved sections of that legislation shall govern.

- (b) The Company shall make reasonable provisions for the health and safety of employees during the hours of their employment. Protective devices and equipment necessary to properly protect the employees from injury shall be provided by the Company. A driver may request an inspection of any vehicle they consider to be unsafe prior to the operation of such vehicle and no driver shall be required to operate a vehicle deemed to be unsafe by the Head Mechanic or other Company approved mechanical expert. A vehicle confirmed unsafe shall be tagged as such to warn all staff.
- 5.02 (a) A Safety Committee shall be established in accordance with the regulations of the W.C.B. and the structure and functions of the Committee shall be as defined in the General Accident Prevention Regulations.
- (b) A Joint Occupational Health and Safety Committee (OH & S) shall be established as set out in the British Columbia Health and Safety Rules and Regulations.
- The terms of reference for the Committee shall include but not be limited to ensuring that all OH & S Regulations as set out in the British Columbia *Occupational Health and Safety Rules and Regulations* manuals are being complied with in all work sites and locations including buses.
- The Committee shall meet at a time mutually agreed by the Employer and the Union. Time spent at meetings of the Committee by employee representatives shall be without loss of pay where such meetings are scheduled within the employee's work day.
- 5.03 When an employee meets with an accident or injury during working hours, they shall be paid their full day's wages for the day of the accident.
- 5.04 The Company shall provide a heated waiting room with proper washroom facilities for all employees. A telephone shall be available to all employees on duty.
- 5.05 It is the Employer's responsibility to make available information pursuant to the WCB of British Columbia Rules and Regulations as it relates to:
- (a) The right to refuse unsafe or hazardous work pursuant to those regulations, and
- (b) Identification of workplace hazards including but not limited to chemical hazards as spelled out in the WHIMIS manual.
- 5.06 The Company agrees to pay for one day lost time for one member of the Health and Safety Committee from each Depot to attend a CAW sponsored Health and Safety school annually.
- 5.07 Violence in the Workplace**

Should an employee become a victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence.
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) No complainant shall suffer a loss of wages or benefits while the matter is pending resolution.
- (e) This Article does not limit Management's ability to discipline employees.

5.08 Proper Training and Education

- (a) All persons training for the Company or learning routes must be an employee.
- (b) New employees hired after January 1, 2008 on probation who are working in the Drivers Department shall be paid a training rate of sixty percent (60%) of the full base rate for the first forty (40) hours of training.
- (c) All other employees will be paid the full wage rates for any hours spent training or learning routes.
- (d) A minimum of thirty-two (32) hours will be allotted for training as a Bus Driver with a trainer present. A minimum of thirty-two (32) hours will be allotted for training as a Handi-DART Driver with a trainer present.
- (e) No employee shall be required to operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction. Company training materials related to Health and Safety will be reviewed by the Health & Safety Committee and reasonable amendments to the material shall be made if requested.
- (f) The Company shall notify the Health & Safety Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

5.09 Washroom Access Away From Depots

All employees shall have reasonable access to washrooms while on shift and away from the depots and they shall be provided with keys for this purpose if necessary.

5.10 Emergency Communications

All employees shall have access to emergency services while on shift.

ARTICLE 6 – GRIEVANCE PROCEDURE, ARBITRATION AND MEDIATION/ARBITRAITON

- 6.01 All grievances or disputes shall be settled finally and conclusively by the Grievance Procedure described in this Agreement without interference with a stoppage of work.
- 6.02 A “Grievance” means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable or if any employee is treated unjustly.
- 6.03 The Company shall maintain the normal base wages of the following employees during their normal scheduled hours of work when one or more of the following conditions are met:
- (a) One employee Union Representative at Step 1 or 2 of the grievance procedure is being held.
 - (b) The grievor(s) who attend a hearing at Step 1 or 2 of the grievance procedure.
 - (c) An employee Union Representative conducting Union activities after permission has been granted by the Company.
- 6.04 Union Representatives shall be recognized in discussing any grievance or complaint of any employee. Such grievances or complaints shall be presented in the following manner: Meetings shall be arranged at a mutually agreeable time.

Individual Grievance

- 6.05 (a) **Step 1**
- If an employee and/or a Union Representative has a grievance or complaint it shall first be taken up verbally with the designated manager within fifteen (15) working days from the time the employee and/or the Union Representative became aware of the grievance, subject to leaves of absence, sickness, vacation, etc. The Company shall have the presence of a Union Representative during any discussion of a grievance or complaint. The designated member shall give a reply within five (5) working days of hearing the grievance or complaint.
- (b) **Step 2**
- If the grievance or complaint is not settled in Step 1, it shall be reduced to writing. It shall state the specific nature of the grievance or complaint and the requested adjustment. A meeting shall be scheduled between the

Union and a designated Committee of Management within ten (10) working days from the receipt of the appeal of the grievance or complaint. The designated Committee of Management shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union Representative within five (5) working days after such a meeting. If the grievance or complaint is not settled at this step, it may advance by the Union to arbitration or any other procedure provided in the B.C. *Labour Relations Code*.

Policy or Group Grievance

- 6.06 When the settlement of a grievance has a “general application” or affects more than one employee, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted, in writing, to a designated Committee of Management.
- 6.07 The designated Committee of Management and Union Representatives shall meet within ten (10) working days of the receipt of the grievance. The designated Committee of Management shall reply to the grievance within fifteen (15) working days of the hearing. If it is not settled at this stage, then the grievance may be advanced to arbitration by the Union, or any other procedure provided in the B.C. *Labour Relations Code*.
- 6.08 Working days means “Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays,” as it relates to time limits in the grievance procedure.
- 6.09 Any grievance or complaint which has been answered in Steps 1 or 2 shall be considered settled on the basis of the last answer given unless appealed to the next step, “expedited arbitration” or arbitration. The time limits for submitting a written appeal shall be ten (10) working days after Step 1; fifteen (15) working days after Step 2; and twenty (20) working days after a policy grievance is answered by the designated Committee of Management.
- 6.10 Time Limits**
- Those “time limits” specified in the different stages of this grievance procedure may be amended by mutual Agreement between the parties.
- 6.11 Arbitration and/or Mediation Arbitration for Final Dispositions of Disputes**
- It is the intent of the parties of this Agreement to utilize a single arbitrator as a means of resolving disputes that are not settled by the “grievance procedures,” suspension and dismissal procedure, or any other procedure provided in the B.C. *Labour Relations Code*, when the parties cannot mutually agree on use of “mediation/arbitration.”
- 6.12 Single Arbitrator**
- In the event that a grievance is to be adjudicated by a single “arbitrator,” the parties to this Agreement shall attempt to agree on naming the “arbitrator” as soon as the

- grieving party has submitted notice, in writing, of its decision to proceed to arbitration.
- 6.13 Should the parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party. The "arbitrator" shall proceed as soon as practical and his/her decision shall be final and binding upon the parties and upon the employee(s) affected by it. Should any compensations and/or benefits be awarded the employee(s), such compensation and/or benefits shall be paid the employee(s) within the following pay period.

Discipline and Discharge

- 6.14 No employee shall be disciplined, suspended or dismissed except for just cause. The employee shall have a Shop Steward present during investigative and/or disciplinary meetings. Employees suspended by the Company will continue to be paid for the hours they would have worked until the Union is advised, in writing, of the reason for such suspension.
- 6.15 If in the course of a normal interview evidence is adduced that would lead the supervisor or manager to contemplate suspension or dismissal, the employee(s) may be suspended or dismissed but, if requested by either party, the interview shall be adjourned. An investigating hearing shall be arranged at another agreed to date and time. The employee(s) shall have the right to produce witness(es) and evidence thereat.
- 6.16 All discipline shall be in writing. The Chief Shop Steward and the Local Representative shall receive a copy of all disciplinary notices.
- 6.17 If the Union disagrees with the Company's decision to discipline, suspend or dismiss an employee(s), the Union shall notify the Company within ten (10) working days of the Company's decision. Upon receipt of such notice, a meeting shall be convened within four (4) working days with the appropriate Manager or his/her nominee to review the dismissal or suspension. Within two (2) working days of the review meeting, the Company shall give the Union its written decision in the matter.
- 6.18 If, after the review, it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay or benefits. Such pay and/or benefits shall be paid to the employee upon their first day of reinstatement.
- 6.19 If, after the review, a decision by the Company is not considered just and equitable by the Union, notice to proceed to arbitration shall be given within thirty (30) working days from the date of the decision.
- 6.20 All written complaints about employees received by the Company shall be open to inspection by officers of the Union. The names of the complainants shall not be made available to the employee concerned.
- 6.21 Each disciplinary warning or suspension and any accompanying documents that have been placed on the file of an employee will be removed from his or her

employment file and destroyed as soon as the employee has been employed for a further continuous period of thirty-six (36) calendar months..

ARTICLE 7 – LAY-OFF AND RECALL

Lay-off

- 7.01 In the event that lay-offs become necessary in a department, Departmental Seniority shall govern, (i.e. the employee with the least seniority within the department shall be the first person laid-off).
- 7.02 When an assigned job posting is fully discontinued or an employee is displaced from their job posting, the employee so displaced shall have the right to exercise their Departmental Seniority to obtain any job posting that their departmental seniority and qualifications entitle them to, within their department and within their own Depot, unless there are no job postings for which they have Departmental Seniority to bump, in which case they may bump at another Depot, using their Departmental Seniority.
- 7.03 A senior employee applying to displace a junior employee within a department shall receive a full explanation of the duties of the job posting and shall be given a trial period of twenty-five (25) work assignments to learn the duties of the job posting. This trial period may be extended by mutual agreement of the parties.
- 7.04 A senior employee who is laid-off and displaces a junior employee within a department may resume his/her duties in the job posting from which laid-off should the job posting be reinstated. The junior employee may also resume the job posting from which displaced.
- 7.05 Should a job posting in any department be eliminated, thereby resulting in a lay-off, any such employee affected may exercise their Company seniority to obtain a job posting in another department after the expiration of ninety (90) calendar days. After the expiration of ninety (90) calendar days, any laid-off employee who chooses to then exercise their Company seniority must do so within five (5) working days. The employee exercising this option bumps the bottom person on the Departmental Seniority list within the Depot. The displaced person goes to the front of the spare list.
- 7.06 Those employees who are laid-off shall become spare drivers or spare mechanics in the department they were laid-off from.

Recall

- 7.07 The order of recall shall be in the inverse order of the lay-off from their particular department (last off, first on).
- 7.08 A laid-off employee shall be recalled to the job postings from which laid-off when staff is increased.

- 7.09 Any employee who is recalled and fails to report or contact the Company within fifteen (15) days of notice by registered mail to their last recorded address, shall forfeit their seniority rights and be struck from the seniority list. Having been contacted, an employee must confirm their return to work within forty-eight (48) hours of being contacted.

ARTICLE 8 – BULLETINING & FILLING POSITIONS

- 8.01 (a) Vacancies in signed job positions, newly created job postings and spare job postings longer than nine (9) working days shall be promptly posted on the appropriate bulletin board(s) for a period of seven (7) calendar days. The job posting shall be on the form as set out in Appendix 1.
- (b) Job postings will be posted firstly within the Depot with the vacant job posting. All postings will be awarded only to qualified employees by Departmental Seniority within that Depot. If no qualified candidate from that Department accepts the job posting, the job posting will be awarded to the next qualified employee within that Depot based on Depot seniority. A job posting that is not filled within a Depot during the sign-up period, will then be posted at all other Depots. This posting in turn must only be awarded to qualified employees first by Departmental Seniority and then by Depot Seniority.
- 8.02 (a) Whenever a job posting is altered by fifteen (15) minutes or more per day, or becomes, or ceases to be, a split shift, it shall be promptly bulletined for a period of seven (7) calendar days.
- (b) When a driver's run is affected as per 8.02 (a), he/she may bump a junior driver.
- (c) When a driver exercises this right to bump, he/she must bump within his/her own Depot.
- 8.03 Any employee desiring any bulletined job posting must apply for same within the above stated period, except in the case of an employee being: on days off, on vacation, on maternity leave, on bereavement leave, on Workers' Compensation, on sick leave – paid or unpaid, or on charter. The employee, upon their return to work, shall have seven (7) working days to apply for any and all bulletined job postings posted in their absence.
- 8.04 An employee moving to a job posting in another department shall complete a trial period of twenty-five (25) work assignments. On or before completion of the trial period, if the employee decides not to take the job posting in the other department, the employee may return to the department from which transferred by giving three (3) working days notice. No loss of seniority shall occur in the department to which he/she is returning. The employee may not apply again for a posting in the bulletined department for a period of ninety (90) days.

- 8.05 The Company, when considering applicants for a job posting, shall apply Departmental Seniority, provided however that the employee who claims the right to exercise their seniority for the purpose of such posting possesses the primary qualifications to satisfactorily perform the work required.
- 8.06 If no regular employee, spare employee or probationary employee signs for a bulletined job posting, the Company may hire from the outside.
- 8.07 Where Handi-Dart and Transit spare work covers an entire shift, the spare driver shall be paid a minimum of posted hours. Where spare work only covers part of a shift, the spare driver shall be paid a minimum of posted hours less any hours worked by the driver covering the other part of said shift.
- 8.08 Except for temporary job postings, employees in the Maintenance Department will only work in the Bus Department on an emergency basis.
- 8.09 Transit spare lists at each Depot will continue to operate as they are. Regular drivers who so wish will share the work in rotation, except temporary job postings which will be awarded by Depot Seniority. Spare drivers and employees from another Depot, at the bottom of the list, will be given spare work not taken by the rotation, in order of Depot Seniority. Comox Depot Handy-DART spare work shall be offered in rotation.
- 8.10 No employee shall hold job postings totalling over forty-five (45) hours per week.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 When a driver has a break of less than one (1) hour between the finishing of one piece of work and the beginning of another piece of work, such break shall be deemed as time worked. Where a shift can be enhanced, the Company, the Union and the affected employees may mutually agree to alternate arrangements
- 9.02 A minimum of four (4) hours shall be paid each and every regular employee called to work their regularly scheduled shift, and making themselves available to work their regularly scheduled shift that day. In the event of an employee booking off remaining work for that day, they would forfeit the four (4) hour guarantee. On-call spare drivers shall not receive the four (4) hour guarantee, but be paid for work done at the applicable rate.
- 9.03 (a) Any employee forced to work more than eight (8) hours in any one (1) day shall be paid time and one-half for the first two (2) hours over eight (8) hours and double time for all hours over ten (10) hours.
- (b) Employees shall not be required to take time off or change their scheduled days off in order that the payment of overtime may be avoided.

- 9.04 An employee who is recalled to work after completing his/her normal scheduled work to do any additional work shall receive a minimum of two (2) hours pay, unless the work is scheduled, prior to/or continuing from their regularly scheduled work.
- 9.05 All drivers who take a bus out for its first trip of the day or beginning work in a bus without a pre-trip card shall be paid two dollars (\$2.00) extra for pre-trip time. Effective April 1, 2008, this amount shall be increased to three dollars (\$3.00) extra for pre-trip time.
- 9.06 Assigned drivers shall check with the office between thirty (30) minutes and one (1) hour before the start of their route if weather or road conditions suggest cancellation of the trip may occur. If assigned drivers are advised on check-in to report as usual but if the trip is subsequently cancelled, they shall be paid for two (2) hours work.
- 9.07 In the event the Company bids on new contracts or there is an extension or reduction of present work it is agreed that the provisions of the collective agreement shall apply to such work.
- 9.08 Employees finishing a shift shall not be required to start another shift in less than ten (10) hours.
- 9.09 Drivers required by the Company to perform work other than their scheduled work shall not suffer any loss of earnings as a result of performing this work.
- 9.10 An employee in the Maintenance Department scheduled to work on a regular day off shall, in addition to the pay described, receive a day off without pay, to be taken within the succeeding two (2) work weeks, by mutual agreement between the employee and the Company.
- 9.11 Transit job postings shall be paid on the basis of the total time worked in a given pay period rounded up to the nearest quarter hour.
- 9.12 Prior to the implementation of new or revised transit timetables, the Union shall be given copies of the proposed revisions with as much advance notice as possible.
- 9.13 The Company agrees to continue the present practise of maximizing postings to twenty (20) hours per week or more.

ARTICLE 10 – CHARTERS

- 10.01 All single day or less charter work shall be offered by seniority in the Depot where the equipment originates to those not already working that day. If in the event no one accepts this work in that Depot, the work shall be offered by seniority in the other Depot to those not already working that day. If no one accepts this work by seniority, it must be done by the most junior qualified employee.
- 10.02 All charters of more than one (1) day or multi-day charters shall be offered to employees by seniority in the Depot where the equipment originates. If in the event no one accepts this work in that Depot, the work shall be offered by seniority in the

- other Depot. If no one accepts this work by seniority, it must be done by the most junior qualified employee.
- 10.03 An employee who is recalled to work after completing his/her normal scheduled work to do any charter runs shall receive a minimum of two (2) hours pay, unless these runs are scheduled, prior to/or continuing from their regularly scheduled runs. In the latter case, the hours paid would be in addition to the hours paid for the regularly scheduled work.
- 10.04 All regular employees, after completion of their probationary period, shall be entitled to have their name put on the charter lists within their department.
- 10.05 Where an employee is required to work away from their normal living accommodation, the Company shall provide suitable living accommodation and suitable meals.
- 10.06 All charter work shall be worked at straight time driving and waiting time included. Meals and sleeping accommodation shall be provided for all drivers on charter work as prescribed in 10.05.
- 10.07 In the event upon finishing their work, a driver is requested to wait at their last drop off, for a charter, this charter shall be classed as part of his/her regular duty and shall be paid for at the employee's regular rate of pay.

ARTICLE 11 – BENEFITS

11.01 Maintenance and Transit

Sick leave pay given each month shall be computed on the basis of the total scheduled hours worked in the month divided by the number of scheduled working days in the month.

All Departments

- 11.02 All regular employees shall receive one day sick leave pay per calendar month of employment.
- 11.03 All employees who have previously banked sick leave pay shall continue to hold that pay until utilized. Banked sick leave cannot be used to cover time off due to injuries incurred while in the employ of another Employer.
- 11.04 Upon retirement from the Company, after reaching the age of sixty (60) years, an employee shall be entitled to receive pay for the unused portion of their previously accumulated sick leave pay at the current rate of pay up to a maximum of thirty-five percent (35%) of the days accumulated.

- 11.05 (a) In the event of the death of any employee who had previously banked sick leave pay and who continues to hold banked sick leave pay, the employee's designated beneficiary shall receive the pay for the unused portion of the previously accumulated sick leave pay as calculated in Article 11.04, payable within fifteen (15) calendar days.
- (b) In the event of the death of any employee, all accrued wages and benefits, e.g., unused annual vacation days, entitled to that employee, shall be payable to the employee's designated beneficiary, no later than the employee's next scheduled pay day.

- 11.06 (a) The Company shall pay one-hundred percent (100%) of the cost of B.C. Medical or its equivalent.
- (b) Beginning January 1, 2008, the Company shall pay one hundred percent (100%) of the composite family premium costs of the joint extended medical and benefits plan known as "The Unions' Health and Welfare Plan B", Canadian Health Insurance Plan Services (CHIPS) up to the following maximum dollar amounts:

January 1, 2008	January 1, 2009	January 1, 2010
\$235.25	\$266.92	\$297.20

If the CHIPS Administrator determines that the cost for these plans in 2009 or 2010 exceeds these amounts, each enrolled member will have the appropriate increase deducted from their pay cheques.

All conditions and exclusions of this plan are further outlined in its documentation. This plan will contain benefits clauses for life insurance, vision care and dental of no less than these minimums:

Dental

100% Plan A (Reimbursement for basic services)

60% Plan B (Dentures, Crowns, Bridges and Partial Dentures)

- Effective January 1, 2009, 70% for Plan B.
- Effective January 1, 2010, 80% for Plan B.

50% Plan C (Orthodontics)

Vision Care

Eyeglasses or sunglasses, etc. to a maximum of two hundred and fifty dollars (\$250.00) every two years.

- Effective January 1, 2009, \$275 for Vision Care

- Effective January 1, 2010, \$300 for Vision Care

Dependants under 18 years of age may utilize the eyeglass benefit once every year. Eye wear amount to be used toward the cost of laser eye surgery if requested.

Life Insurance

\$50,000, effective January 1, 2008
\$75,000, effective January 1, 2009
\$100,000, effective January 1, 2010

- (c) All employees entitled to the benefits described in Article 11.06 will have the Company's share of those premiums paid twelve (12) months each year.

The Employer will continue to pay its share of the health premiums under Article 11.06 as follows:

- (i) for a leave of absence under Article 15.05 – thirty (30) days;
- (ii) for a medical leave which arises directly as a result of an injury sustained while in the employment of another Employer – thirty (30) days;
- (iii) for medical leave which results from a WCB compensable injury involving Watson & Ash – for the duration of the wage loss benefits;
- (iv) for any medical leave – twelve (12) months

Employees not covered as stated above may elect to continue benefit coverage provided they pay one hundred percent (100%) of the premiums in advance.

Eligibility for employees hired after ratification of this agreement require holding permanent job postings of twenty (20) hours per week or more to participate in the following benefit plans:

- (i) BC Medical Coverage
- (ii) Extended Medical Coverage
- (iii) Dental Coverage

- 11.07 Employees may be required to provide a medical certificate or other proof of illness upon request necessitating such leave.
- 11.08 Any employee booking off sick is obliged to respond to the Company as to when he/she is capable of returning to work.

- 11.09 Upon written notice to the Company from the employee, the employee's sick leave pay may be transferred to the employee's R.R.S.P.
- 11.10 All spare employees are to be paid ten percent (10%) in lieu of vacation, statutory holiday and benefits under Article 11 until they have completed two (2) years of employment at which time this percentage shall be increased to twelve percent (12%). After seven (7) years of employment, this percentage shall be increased to fourteen percent (14%).
- Spare employees working in one or more temporary job postings which include a statutory holiday will also receive statutory holiday pay.
- 11.11 Employees retiring at or after age sixty (60) and with twenty years accumulated service with the Company will be allowed to continue on the Medical Plan and the Extended Medical Benefits Plan; the Company will pay fifty percent (50%) of the cost of the premiums.
- 11.12 Where a regular employee initiates a change in their own work situation which results in them working less than sixteen (16) hours per week, then:
- (a) Article 11.06 (a), (b) and (c) will not apply to them, and
 - (b) Article 11.03 will be pro-rated in accordance with hours worked.

ARTICLE 12 – WAGES

12.01 (a) Classification and Rate of Pay

Classification	Jan. 1, 2008	April 1, 2008	Jan. 1, 2009	April 1, 2009	Jan. 1, 2010	April 1, 2010
Bus Washer	\$13.07	\$13.32	\$13.72	\$13.97	\$14.39	\$14.64
Serviceperson	\$16.29	\$16.54	\$17.04	\$17.29	\$17.81	\$18.06
Mechanic	\$22.34	\$26.34	\$27.13		\$27.94	
<u>Drivers</u>						
Handi-DART	\$18.56	\$19.06	\$19.64	\$19.89	\$20.49	\$20.74
Bus Driver	\$21.21		\$21.85		\$22.51	

The Apprentice Mechanic rate shall be the percentage of the Mechanics rate as prescribed in the *Apprentice Act* in accordance with the number of years of apprenticeship served.

Charge Hand

Any maintenance personnel who perform the duties of a Charge Hand shall be paid an additional two dollars (\$2.00) per hour. The duties of a Charge Hand shall be agreed to between the Parties and set out in a job description.

The Company agrees to temporarily assign a Chargehand by seniority where there is a minimum of four (4) hours with a Chargehand absent for regular scheduled hours.

- (b) All rates - The Employer shall pay one point five percent (1.5%) of gross wages into the Union Group RRSP as directed by the Union upon completion of probation.

Effective January 1, 2009, the Employer shall pay two percent (2.0%) of gross wages into the Union Group RRSP as directed by the Union upon completion of probation.

Effective January 1, 2010, the Employer shall pay two point five percent (2.5%) of gross wages into the Union Group RRSP as directed by the Union upon completion of probation.

Employees must at least match the Employer's RRSP contribution.

All employees with one (1) year of seniority, or concluding their probationary period, shall receive the Employer contribution on their anniversary date. Thereafter, all employees shall receive the Employer's contribution on completion of probation.

- 12.02 Pay day for all employees shall be every second Friday. Payroll errors over fifty dollars (\$50.00) shall be paid immediately on a new cheque. Errors under fifty dollars (\$50.00) shall be added to the next regular pay cheques. Paycheques are to be made available by 10:00 hours.
- 12.03 (a) Mechanics shall be paid a tool allowance of three hundred dollars (\$300.00) per year, paid on the pay day before and nearest 30 June.
- (b) The Employer shall pay one hundred dollars (\$100.00) per year to any employee required to wear safety boots.
- (c) The Company will supply winter jackets to employees on request.
- 12.04 It is agreed between the Parties that if after the signing of this Agreement higher qualifications are required to drive Handi-Dart Bus then the Company will increase the Handi-Dart Driver's wages accordingly.
- 12.05 Transit operators who hold transit job postings of four (4) to six (6) calendar days per week shall receive an allowance of nine dollars (\$9.00) every two weeks for uniform cleaning and maintenance. Transit operators who hold transit job postings of two (2) or three (3) calendar days per week shall receive an allowance of six dollars (\$6.00) every two weeks for uniform cleaning and maintenance. Transit operators who hold

transit postings of one (1) day per week shall receive an allowance of two dollars (\$2.00) every two weeks for uniform cleaning and maintenance.

12.06 The Company agrees to institute automatic deposit for those employees who request.

12.07 Paid Bargaining Time

The Employer shall make whole and cover the lost wages and benefit costs for the cost of two (2) Bargaining Committee members for the time spent in collective bargaining meetings including mediation up to a maximum of two (2) days. These employees shall suffer no loss of seniority or any other benefit for their participation in collective bargaining.

ARTICLE 13 – VACATIONS

From January 1, 1996

13.01	(a)	Years of Service	Length of Vacation	Payment (% of gross earnings)
		After one year	10 working days	4%
		After two years	15 working days	6%
		After seven years	20 working days	8%
		After fifteen years	25 working days	10%
		After twenty years	30 working days	12%

After twenty-five (25) years service, for each year of service one (1) day is added to the total vacation days, to a maximum of thirty-five (35) days, or for each year of service zero point four percent (0.4%) is added to "Payment (% of gross earnings)" to a maximum of fourteen percent (14%).

Compensation for vacation earned shall be the greater of the percentages above, or the scheduled hours for the days off when taken.

(b) Upon the date on which an employee moves into a new "Years of Service" category, that employee shall receive pro-rated vacation days for the remainder of that calendar year, rounded to the nearest full day using percentage of a full three hundred and sixty-five (365) day year. An employee who receives the "Payment (% of gross earnings)" on each pay cheque shall receive the new rate commencing with the pay period during which he moves into the new "Years of Service" category.

13.02 A vacation schedule shall be posted on January 31st of each calendar year. Employees shall choose their vacation schedule by seniority by March 1st. The

posted and approved vacation schedule shall be posted no later than March 15th. Employees who request vacation after this time shall have their vacation approved no later than five (5) calendar days after their request on a first come first serve basis.

- 13.03 All employees shall block vacation time in order of seniority.
- 13.04 Once a vacation schedule is established it may not be changed by either the Company or the employee except by mutual agreement between the Company and the Union.
- 13.05 All employees must take their annual vacations.

ARTICLE 14 – HOLIDAYS

- 14.01 (a) All employees who have completed thirty (30) calendar days from the date of hiring shall receive the following statutory holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other holiday if proclaimed by the Provincial or Federal Government providing:

- (i) the employee works their last scheduled day before and first scheduled day after such holiday, or:
- (ii) they work a minimum of fifteen (15) days in the preceding calendar month. Days booked off on Union business shall count as days worked for the purpose of calculating eligibility for statutory holiday pay.
- (b) Employees on WCB shall be considered to have worked for the purposes of this Article.
- (c) Transit drivers shall be paid for all regular scheduled hours whenever transit schedules are ended early.
- (d) All employees working on statutory holidays shall be paid in accordance with the *Employment Standards Act*.

- (i) Time and one-half (1 1/2 times) their regular rate for the first eleven (11) hours and double time (2 times) their regular rate for all hours in excess of eleven (11) hours in that day, and;
- (ii) Another day off with pay calculated as the hours they would have worked on the day taken in lieu.
- (iii) When an employee in the Maintenance Department is called out to work on a statutory holiday, he will receive a minimum of two (2) hours pay, paid at one hundred and fifty percent (150%) of his/her normal rate. Only the emergency work which necessitated the call-out is to be performed. They shall nevertheless receive their regular statutory holiday pay described in 14.01 (a).

Recoveries shall be made, but repairs shall not be done on a statutory holiday, unless a suitable vehicle is not available to replace the recovered vehicle, in which case the vehicle may be repaired to the point of serviceability, or unless repairs will take less of the employee's time than recovery.

- (e) All transit operators operating a transit vehicle on a statutory holiday shall be paid in accordance with 14.01 (d). If the employee wishes to take the day off with pay specified in 14.01 (d) (ii), the Company shall make every effort to grant that day off at the Operator's request and within two weeks.

14.02 Statutory holiday pay for all employees in these departments shall be equal to the total hours normally worked on that day of the week, providing that total is not less than his/her normal work day. In the event that an employee does not normally work on that day of the week he/she shall be paid an amount equal to the total posted hours in his/her normal work week divided by five (5), with a minimum of four (4) hours statutory holiday pay. For those employees holding a four (4) day per week posting his/her work week will be divided by four (4) for the purpose of this calculation.

14.03 An employee shall not be eligible for statutory holiday pay when a statutory holiday falls during any of the following periods of absence:

- (a) Absence due to injury or sickness due to non-occupational causes.
- (b) Approved leave of absence.
- (c) Absence without Company approval.

14.04 Any employee who transfers from one department to another shall not lose any accumulated service credits for the purpose of holiday entitlement.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 (a) Regular employees shall be granted up to three (3) working days leave at their regular rate of pay in the event of a death in their immediate family. Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster children, foster parents, grandparent (including in-laws), and grandchild (including in-laws), step-parents and step-children. In addition, if the employee is notified of the death while they are working, they shall be excused from and be paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave.
- (b) For the purposes of this Article, same sex partners and common law partners shall be considered as a spouse.
- 15.02 (a) Employees elected or appointed to Union part-time or full-time office shall be granted as much leave as is necessary during the term of such office. An employee on such leave of absence shall return to their employment within sixty (60) calendar days after the completion of their term of office. Employees on such leave of absence may elect to continue their benefit coverage, provided they pay one hundred percent (100%) of the benefit premiums.
- (b) Employees elected to Federal, Provincial, Municipal, School Board, B.C. Federation of Labour or Canadian Labour Congress part-time or full-time office shall be granted as much leave as is necessary to campaign and to fulfill their term in office. An employee who obtains this leave of absence shall return to their employment within sixty (60) calendar days after the completion of their term of office.
- Employees on this leave of absence may elect to continue their benefit coverage, provided they pay one hundred percent (100%) of the benefit premiums.
- For the purposes of Article 3 – Seniority, all time served on leave of absence in such a position shall accrue. For the purposes of Article 13 – Vacations, all time served on leave of absence in such a position shall not accrue.
- 15.03 (a) Maternity and Parental Leave shall be as per the *Employment Standards Act* in effect January 1, 2004. Any changes to the legislation which improve the benefits to the employee shall be incorporated into the Collective Agreement upon passage of the legislation.
- (b) Employees on maternity and parental leave who have completed their probationary period shall have their benefit premiums paid for by the Company.
- 15.04 The Company shall grant leave of absence to employees who are elected as delegates to attend Union conventions, Shop Stewards called to assist in Union business or as members of a Negotiating Committee.

- 15.05 The Company shall grant leave of absence to an employee for up to a period of ninety (90) days providing the Company has a spare employee to cover the employee requesting the leave of absence.
- 15.06 (a) Employees who take leave pursuant to Articles 15.01, 15.02 or 15.03 shall accrue seniority for the entire term of their leave.
- (b) Employees on leave of absence shall, when they return to work, be reinstated to the position they held prior to the leave.
- 15.07 All applications for leave of absence shall be in writing.
- 15.08 After three (3) years employment with the Company, an employee may, with thirty (30) days written notice to the Company, take a leave of absence without pay of up to twelve (12) calendar months. This leave may be taken in conjunction with school holidays or the employee's annual vacation. The employee will cease accruing seniority for the duration of the leave, with one day of leave counting for one day of seniority. An employee may take one such leave during the first twelve (12) years employment with the Company. After twelve (12) years employment with the Company, but not less than three (3) years after one such leave, an employee may take another such leave. Such a leave may be cancelled at any time with at least thirty (30) calendar days written notice to the Company, less if the Company agrees.
- Employees on such a leave may elect to continue their benefit coverage, provided they pay one hundred percent (100%) of the benefit premiums in advance, quarterly.
- For the purposes of Article 13 – Vacations, all time served on such a leave of absence shall not accrue.
- Employees taking such a leave of absence shall return to the job posting held previously.
- Employees may not take this leave to perform similar work (such as driving or fixing vehicles) as that performed at Watson & Ash.

15.09 Family Care Leave

The Employer shall grant an employee up to six (6) weeks unpaid Leave of Absence for family care responsibilities. Extensions to this leave shall not be unreasonably withheld.

ARTICLE 16 – HARASSMENT IN THE WORKPLACE

16.01 Discrimination/Harassment Prohibited

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, race, ancestry, national origin, political beliefs, religion, age, marital status, family status, sex “including sexual harassment and pregnancy”, sexual orientation, physical or mental disability, criminal or summary convictions is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

(a) **Definition of Harassment**

The definition of harassment is behaviour which denies the employee their dignity and respect; or, is abusive or demeaning, or unwanted, unwelcome, unsolicited sexually oriented behaviour including:

- (i) Touching which is expressed to be inappropriate and unwanted
- (ii) Suggestive remarks or other verbal abuse with a sexual connotation
- (iii) Demands for sexual favours
- (iv) Physical assault
- (v) Bullying

(b) **Complaint Procedure**

Any complaint involving allegations of harassment may be reported in confidence directly to the Manager, the Company's Labour Relations Representative and/or the Union. All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest of all involved both the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

(c) **Right of Arbitration**

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (i) Dismiss the complaint or grievance;

- (ii) Determine the appropriate redress regarding the complaint or grievance;
- (iii) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect;
- (iv) Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

ARTICLE 17 – DURATION OF AGREEMENT

17.01 This Agreement (or any agreed variation of it while it continues in force) shall be in effective from January 1, 2008 until December 31, 2010 and thereafter and apply to all bargaining unit work performed for the Company until the parties conclude a new Agreement, or until the Union is decertified.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative

APPENDIX A – JOB POSTING

Date:

Maintenance Dept. _____ Bus Dept. _____

Position: _____ Shift or Run #: _____

TR _____ HD _____ SB _____ K _____ Other _____

Temporary _____ Job Posting runs until _____

Permanent _____

Start and Finish Times: _____

Hours Paid: _____ M to F _____ Saturday _____ Other _____

Permanent Job Posting presently held by: _____

Permanent Job Posting presently being worked by: _____

Work on this Job Posting commences: _____

If interested, please sign below by _____ at 11:59 a.m.

LETTER OF UNDERSTANDING #1 – CONVENTION AND PARA TRANSIT SERVICES

Effective January 1, 2002, Handi-Dart Drivers will receive the Bus Driver rate for those hours spent on conventional transit or para-transit services.

Prior to January 1, 2002, the Employer agrees that it will not expand the use of Handi-Dart buses on conventional transit or para-transit services.

The Union agrees that the grievance dated October 6, 2000 regarding use of Handi-Dart buses on conventional transit and para-transit services is withdrawn.

This settlement is not intended to serve as a precedent in any other negotiations and is intended strictly as a private settlement between Watson & Ash Transportation Co. Ltd. and CAW Local 114.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative

LETTER OF UNDERSTANDING #2 – TIME OFF WORK

The Employer agrees to maintain its present practice of granting time off to regular employees and to maintain a sufficient number of spare employees to continue its practice in this regard.

The Campbell River depot will allow three (3) employees to be off at any one time.

The Employer may recall the last employee granted time off where an unforeseen emergency occurs.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative

LETTER OF UNDERSTANDING #3 – LANGUAGE IN ABEYANCE

It is agreed and understood that the following clauses from the 2004-2007 Watson & Ash Collective Agreement will be removed from the 2007-2010 Collective Agreement:

- 8.07 (a), 9.01, 10.03, 10.04, 10.11, 11.02, 12.03, 13.02, 14.01 (b) and 14.01 (d)
- Second and third sentences from current article 8.10, second sentence in article 11.07 (c)
- Current Letter of Understanding #1

➤ **Note: Exact language signed off in a separate document not included in this CA.**

If either party believes that work performed by members of the Bargaining Unit and/or operations of the Company necessitate the resurrection of any of these clauses, the parties agree to serve notice requesting a meeting which shall be held within thirty (30) days to discuss the issues raised. The parties will attempt to reach an agreement to the issues raised within thirty (30) days following the meeting. Issues that remain unresolved may be submitted by either party to arbitration for a binding interest arbitration decision on collective agreement language, wage rates, and working conditions. The Arbitrator will have no authority to award any wages or language which is less than the clauses identified above had previously provided for.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle

National Representative

LETTER OF UNDERSTANDING #4 – CAMPBELL RIVER TRANSIT SPARE WORK POLICY

Any CR Transit driving hours that are not covered by the regular transit driver, for any reason, shall be offered to the CR Depot seniority list in the following order:

- A. Regular Transit Drivers in rotation;
- B. Handy Dart Drivers in rotation;
- C. Transit Spare Drivers by seniority.

Any CR Handy Dart driving hours that are not covered by the regular Handy Dart driver, for any reason, shall be offered to the CR Depot seniority list in the following order:

- A. Regular Handy Dart drivers in rotation;
- B. Qualified Regular Transit Driver son list in rotation;
- C. Transit Spare Drivers by Seniority.

Explanation of Rotation

1. Shift is offered to the Driver at the top of the rotation list.
2. If that Driver is already working or on holidays, they are not asked and their position in the rotation remains unchanged.
3. If more than one shift is available, the Driver first on the list is given the choice of shifts first.
4. If a Driver is contacted and accepts or turns down a shift or they cannot be contacted, then they go to the bottom of the rotation list.
5. Split shifts are broken up after going through steps A, B, & C above.

Same Day Filling of Shifts (or next day less than 3.0 hours)

1. First time through A, B and C above on acceptance of shift you are moved to the bottom of the list. On refusal you remain unchanged on list.
2. If no one accepts the shift on the first rotation it is offered a second time through A, B and C above and you are not moved down on the list if you accept OR decline.

Spare Driver Rotation

Spare drivers holding a temporary posting are not in the transit rotation but continue to be offered work as per their position on the spare list and can choose which shift they prefer when it's offered.

1. Spare Drivers must be trained in both conventional and custom transit.
2. Spare driving work will be offered to the top spare on the spare list.

3. If the work is accepted, the Driver stays in their current position on the spare list.
4. If the work is turned down two (2) times in a two (2) month period, the Driver will move to the bottom of the spare list. There will be no loss of seniority.
5. If a spare Driver turns down work three (3) times in a three (3) month period they will be removed from the spare list.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative

**LETTER OF UNDERSTANDING #5 – COMOX DEPOT TRANSIT AND HANDY DART SPARE
WORK POLICY**

Any Comox Depot Transit driving hours that are not worked by the Driver holding the job posting, for any reason, but that Article 8.01 of the Collective Agreement does not apply to, shall be offered daily before 3:00 p.m. of the day preceding the work, to the Comox Depot seniority list in the following order:

- A. Regular Transit Drivers who hold less than thirty-five (35) hours in job postings per week, and Spare Transit Drivers qualified to be on the Transit Spare List as of 30 days from the date of ratification of this LOU, in rotation;
- B. Handy-DART Drivers, and Regular Transit Drivers who hold thirty-five (35) or more hours in job postings per week, in rotation;
- C. Spare Drivers NOT qualified to be on the Transit Spare List as of thirty (30) days from the date of ratification of this LOU, by seniority.

Any Comox Depot Handy-DART driving hours that are not worked by the Driver holding the job posting, for any reason, or that are not held in a job posting, but that Article 8.01 of the Collective Agreement does not apply to, shall be offered daily before 3:00 p.m. of the day preceding the work, to the Comox Depot seniority list in the following order:

- A. Regular Handy-DART Drivers and Spare Handy-DART Drivers qualified to be on the Handy-DART spare list as of thirty (30) days from the date of ratification of this LOU, in rotation;
- B. Qualified Regular Transit Drivers on the Handy-DART spare list, in rotation;
- C. Spare Drivers NOT qualified to be on the Handy-DART spare list as of thirty (30) days from the date of ratification of this LOU, by seniority.

Explanation of Rotation

- 6. Shift is offered to the Driver at the front of the rotation list.
- 7. If that Driver is already working or on holidays, they are not asked and their position in the rotation remains unchanged.
- 8. If more than one shift is available, the Driver first on the list is given the choice of shifts first, the next Driver is offered the choice of remaining shifts next and so on.
- 9. If a Driver is contacted and accepts or turns down a shift or they can not be contacted, then they go to the bottom of the rotation list.
- 10. Split shifts are broken up after going through steps A, B, and C above.

Same Day Filling of Shifts (or next day less than 3.0 hours)

3. First time through A, B and C above, and on acceptance of the work, the Driver is moved to the bottom of the list. On refusal, the Driver's position remains unchanged on list.
4. If no one accepts the work on the first rotation it is offered a second time through A, B and C above, and whether or not a Driver accepts the work, their position on the list remains unchanged.

Spare Driver Rotation

Spare drivers holding a temporary posting and not otherwise in the Transit or Handy-DART rotation, are not in the rotation, but continue to be offered work as per their position on the spare list and can choose which shift they prefer when it is offered.

All work dispatched under this LOU shall be dispatched as single days.

Signed this ____ day of _____, 2008.

FOR THE COMPANY

Leo Richards

Darren Richards

FOR THE UNION

Ray Bennett
Bargaining Committee

Ed Lafleur
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative