

COLLECTIVE AGREEMENT

BETWEEN:

**DIVERSIFIED TRANSPORTATION LTD.
Northern Health Connections Division**

AND:

**TRANSPORT, CONSTRUCTION, AND GENERAL
EMPLOYEES' ASSOCIATION, LOCAL 66,
affiliated with the
Christian Labour Association of Canada**

July 1, 2009 – June 30, 2014

INDEX

<u>Topic</u>	<u>Article</u>
Arbitration	21
Check-off.....	6
Classifications and Rates of Pay	Schedule “A” & 8
Discipline and Discharge	22
Duration	24
Education and Training	15
Employment Policy and Union Membership.....	7
Equipment Maintenance and Safety.....	17
Gender Clause	23
Grievance Procedure	20
Health and Welfare Program.....	Schedule “B” & 19
Hours of Work and Overtime.....	9
Jury Duty	14
Leaves of Absence and Bereavement Pay	11
Purpose	1
Recognition.....	2
Representation	4
Respect in the Workplace.....	18
Scope	3
Seniority.....	10
Statutory Holidays	13
Uniforms and Clothing.....	16
Vacation and Vacation Pay	12
Work Stoppages.....	5

COLLECTIVE AGREEMENT

BETWEEN:

DIVERSIFIED TRANSPORTATION LTD.
Northern Health Connections Division
(Hereinafter referred to as the “Employer”)

AND:

**TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES’ ASSOCIATION,
LOCAL 66**, affiliated with the
Christian Labour Association of Canada
(Hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) establish a just and prompt procedure for the disposition of grievances; and
 - e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and

achieve a relationship between the Employer, the employees, and the Union which shall be conducive to their mutual well-being.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all bus drivers working for the Employer in British Columbia in the Northern Health Connections Program.
- 2.03 The Employer agrees that the Transport, Construction, and General Employees' Association, Local 66, affiliated with the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.
- 2.05 The Union acknowledges that it is the exclusive right of the Employer to:
- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
 - b) maintain order, discipline, and efficiency;
 - c) hire, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the

purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause shall be subject to the Grievance Procedure in accordance with Article 20.

ARTICLE 3 – SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacation; and
- Part 8, Termination of Employment

of the Employment Standards Act form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such minimal conditions, where more favourable, shall automatically apply.

3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and

that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

- 3.05 a) Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, or for training, instructional, or evaluation purposes;
- b) the Employer agrees that work normally performed by members of the bargaining unit shall not to be contracted out when qualified employees and vehicles are available to perform the work.

ARTICLE 4 – REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 4.02 Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 4.03 The Union has the right to appoint stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. Stewards shall receive an hourly premium, in accordance with Schedule “A”. There will be a maximum of one (1) steward for every fifty (50) employees.
- 4.04 Stewards shall not absent themselves from their work to deal with union business without first obtaining the permission of the

Employer. Permission shall not be withheld unreasonably and the Employer shall pay such stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.

- 4.05 The Union has the right to appoint or elect union members to a Bargaining Committee. When negotiations take place during normal working hours, the Employer agrees to compensate up to two (2) employees serving on the Bargaining Committee. Such compensation shall not exceed sixteen (16) hours' pay per employee.
- 4.06 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 4.07 Union Representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 4.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative shall be entitled to attend such meetings.

ARTICLE 5 – WORK STOPPAGES

- 5.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:
 - a) the Union shall not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or

interfere with the Employer's operation through its members;
and

- b) the Employer shall not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 6 – CHECK-OFF

6.01 The Employer is authorized to and will deduct from each employee's pay cheque an amount equal to union dues and, where applicable, an amount equal to union dues arrears and union administration dues. The total amount deducted will be remitted to the Union's Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of employees for whom the deductions are made, and the amount deducted for each employee. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

6.02 The amount of union dues and administration dues shall be in accordance with the direction of the Union, as determined by the Union's Constitution.

ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

7.01 The Union and the Employer shall cooperate in maintaining a desirable and competent labour force. The Employer shall give preference to union members for employment, provided that, in the Employer's opinion, such applicants are qualified to meet the requirements of the job.

7.02 The Employer has the right to hire new employees as needed, provided that no new employee shall be hired while there are

part-time employees or employees on lay-off available who are qualified to do the work.

- 7.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. The name, address, phone number, date of hire and classification of each new employee shall be provided to the Union once monthly.
- 7.04 a) New employees shall be hired on a probationary period of ninety (90) working days, and thereafter shall attain regular employment status. Their seniority shall be retroactive to their first (1st) day of work.
- b) Casual drivers, as defined by Article 10.06, shall be hired on a probationary period of five-hundred (500) working hours, and thereafter shall attain regular employment status as a Casual driver. Their seniority shall be retroactive to their first (1st) hour worked.
- c) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer. Such layoff or discharge shall not be arbitrary, discriminatory or in bad faith.
- 7.05 Employees on probation are covered by this Agreement except those provisions that specifically exclude probationary employees.
- 7.06 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement on the

same terms and conditions as are applicable to other members of the Union.

- 7.07 Neither the Employer nor the Union shall compel employees to join the Union. The Employer shall not discriminate against any employee because of union membership or lack of it, and shall inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the terms and conditions of this Collective Agreement, whether or not they join the Union.
- 7.08 The Employer shall not lease or rent any equipment to an employee as a condition of employment.

ARTICLE 8 – CLASSIFICATIONS AND RATES OF PAY

- 8.01 Wage schedules, premiums and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A”.
- 8.02 Additional classifications arising from new duties or different pieces of equipment may be established only by mutual agreement between the Employer and the Union during the term of this Agreement; and the rates for the same shall be subject to negotiations between the Employer and the Union. Should no agreement be reached, the matter may be referred to binding arbitration.
- 8.03 Employees temporarily assigned to work outside their classification or regular scope of work will receive either their regular rate of pay, or the rate of pay appropriate to the task that is assigned, whichever is higher.

8.04 Pay Period

Each pay period shall end at midnight every second Saturday, with the payday for such pay period falling on the following Friday.

8.05 Pay Statement

The Employer shall provide to each employee a separate itemized statement outlining all wage payments, including the dated pay period, total hours worked and paid, total overtime hours, the appropriate rate assigned to all such hours, all other premiums or payments, and all deductions made.

8.06 Errors in Pay

In the event that an employee receives less than his entitled pay due to an error on his pay cheque, he will be recompensed. In the event that the shortage is the error of the Employer, the Employer will issue a separate cheque correcting the error within one (1) working day of the time the employee brings the error to light. In the event that the shortage is the result of an employee error, the shortage will be corrected on the following payday for which the pertinent pay period has not already passed.

8.07 Use of Personal Vehicle

An employee required to use his own vehicle for working purposes shall be paid mileage at a rate in accordance with Schedule "A".

8.08 Out of Town Work

An employee required to work out of town shall be compensated in accordance with Schedule "A".

8.09 Cellular Phones

An employee who has used his cellular phone in a work-related capacity shall be compensated in accordance with Schedule "A".

8.10 Probationary Drivers

New Drivers shall receive eighty-five percent (85%) of the base hourly rate of pay appropriate to the classification for which they have been hired until such time as their probationary period has been completed, in accordance with Schedule "A".

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.01 The regular workweek for Bus Drivers shall be based on a flexible rotating shift schedule that is dictated by the Northern Health Authorities contractual needs that meet the Commercial Transportation Driving Regulations.

9.02 All employees covered by this Agreement shall be paid in accordance with BC Employment Standards Regulation.

9.03 Show Up Time

An employee who reports for work as scheduled but is sent home because of lack of work shall receive a minimum of two (2) hours' pay at his prevailing hourly rate

9.04 Starting Work

An employee who starts work but is prevented from completing his normal work day shall receive a minimum of four (4) hours pay at his prevailing hourly rate.

9.05 Meal Breaks

All meal breaks shall be unpaid and shall not be less than one half (1/2) hour and not more than one (1) hour.

9.06 Wait Time

When a driver is required to wait at a location but is not required to stay with the equipment, he shall be paid at one half (1/2) of his regular rate of pay, to a maximum of four (4) hours pay per day.

9.07 Standby Time

When a driver is requested to standby with the equipment, he shall be paid at his regular rate of pay.

9.08 Layover Time

A driver who is required to be on layover from his home terminal for twenty-four (24) hours shall be paid a minimum of four (4) hours pay at his regular rate of pay for each twenty-four (24) hour period of layover. Standby time may be included in the four (4) hour work requirement.

9.09 Northern Health Connections drivers will normally be engaged for a full year (12 months of employment). It is understood that there may be periods of layoff during the year. These periods of layoff would coincide with Northern Health Connections contract service being curtailed by the customer (i.e. two (2) weeks with no service schedule for December during Christmas season).

ARTICLE 10 – SENIORITY

10.01 Seniority is defined as an employee's length of service since the most recent date of hire. If two (2) or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.

10.02 Separate seniority lists shall be maintained for each distinct geographical location.

10.03 Should one employee transfer from one location to another permanently, he shall lose his seniority at the former location and start at the bottom of the seniority list in the latter location. Should one employee transfer from one location to another temporarily, he shall retain his seniority in the former location

and shall not have seniority in the latter. Employees who transfer in either manner shall not have to reserve a probationary period.

- 10.04 The parties agree to the general principle that job security and opportunity should increase commensurate with seniority. With other things being equal, seniority shall be applied in determining preference for job postings, promotions, shifts and preferred hours, transfers, layoffs, recall, vacation and as set out in other provisions of this Agreement.
- 10.05 The Employer shall maintain seniority lists for each geographical location consisting of the name, date of hire and classification, ordered by length of service. Seniority lists shall be posted on the Union's bulletin board quarterly. A copy of this list shall be mailed to the Union quarterly, or at any other time its inspection is required by the Union.
- 10.06 Casual Drivers
- a) The Employer may utilize casual drivers for the exclusive purpose of temporarily filling the positions of full-time drivers in remote locations who are sick, on leave or on vacation. Such drivers will be maintained on separate, regionally-based seniority lists on which seniority is accrued based on the number of hours worked. Casual drivers may only work as many hours in a year as is necessary to fulfill the purposes outlined in this Article.
 - b) No casual driver may be called to work when a permanent employee is available, or otherwise displace a permanent employee.
 - c) The Seniority rights may cease, and employment may be deemed to be terminated, for any Casual employee who refuses a shift on five (5) consecutive occasions.

10.07 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:

- a) voluntarily terminates employment;
- b) is discharged, and this discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) fails to return from an approved leave-of-absence within five (5) days of its expiration, unless mutually satisfactory arrangements have been made;
- e) fails to return in the event of a recall, in accordance with Article 10.10 (c), unless medically unfit to return, or unless mutually satisfactory arrangements have been made;
- f) accepts a position working in a managerial capacity for the Employer.

10.08 Postings and Extra Work

- a) New permanent routes which become available shall be posted in the appropriate geographical location for a minimum of ten (10) calendar days. Such positions or routes shall be awarded to the senior applicant, provided he is qualified to perform the work. For the purposes of this Agreement, the term “qualified” means that one is able to perform a certain task or operate a certain piece of equipment with only familiarization, and does not require additional training, certification or licensing.

- b) The Employer shall offer extra work and unscheduled, out of town work by seniority on a rotational basis provided the employee is available for work.

10.09 Layoff and Recall

- a) When the Employer deems it necessary to permanently reduce the workforce, he shall inform the Union of the need for layoffs. The Employer shall issue layoff notices by classification in reverse order of seniority, beginning with probationary employees. A senior employee receiving a layoff notice in his classification may bump a less senior employee in another classification, provided he is qualified to perform the work. Employees who change classifications shall receive the rate of pay applicable to the new classification.
- b) Employees shall be recalled in order of seniority provided they are qualified to perform the available work. If a reduced employee does not accept a recall to his original classification and a similar work schedule, he shall lose the right of any further recall and shall be deemed to have voluntarily quit. If a reduced employee refuses a recall to a position other than his original classification, or to a work schedule which has been noticeably reduced, he shall retain his seniority rights. Recall notices shall be sent by registered mail. It shall be the duty of each employee on layoff to ensure the employer has his current contact information.
- c) Employees recalled in accordance with Article 10.09 (b) will be allowed ten (10) calendar days from the date of the registered letter to inform the Employer of their intent to return to work, and twenty (20) calendar days from the date of the registered letter to report to work. Employees who fail to abide by these timelines, save in exceptional circumstances

or with the Employer's agreement, shall be deemed to have voluntarily quit.

d) Severance

Reduced employees whose seniority has expired in accordance with Article 10.07 (c), and who have not voided their seniority rights by any other provision in this Agreement, shall receive severance at a rate of one (1) week's regular pay and benefits for every year of service, to a maximum of eight (8) weeks' pay. This provision may not be voided by advance notice of the applicable layoff. Such severance pay shall not be provided in the event that any affected Employee is offered employment in a similar capacity and regional location with the Company or one of its affiliates.

**ARTICLE 11 – LEAVES OF ABSENCE AND BEREAVEMENT
PAY**

11.01 The Employer shall grant leaves of absence provided reasonable notice is given, without pay and without loss of seniority for the following reasons:

- a) marriage of the employee;
- b) illness or injury of the employee, or illness or injury in the employee's immediate family;
- c) death of a family member;
- d) union activity other than that directly relating to the Employer;
- e) birth or adoption of the employee's own child;

f) job-related training;

g) other personal reasons, as approved by the Employer.

11.02 The duration of such leaves shall be granted for a length of time mutually agreeable to the Employer and the employee. However, in no case may an employee be deprived of the leave to which he is entitled under the Employment Standards Act or any other applicable legislation. Employees on leave due to illness or injury will retain their seniority as long as their condition prevents them from returning to work.

11.03 Bereavement Leave

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and, if he attends the funeral, he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of four (4) days. When the funeral is held outside of British Columbia, five (5) days funeral leave will be paid.

Members of the immediate family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, foster children, step-parents, stillbirths, and common-law spouse.

ARTICLE 12 – VACATION AND VACATION PAY

12.01 All employees shall receive vacation pay for all hours worked, in accordance with Schedule "A".

- 12.02 Vacation pay shall be paid out on each pay statement. If an employee so chooses, he may opt to have his vacation pay deposited in a bank account of his designation.

- 12.03 Vacation requests shall be granted based on the Employer’s operational requirements. To facilitate vacation requests, the Employer shall post a blank vacation schedule at each geographical location at the beginning of each year, and leave it posted until the end of February. Conflicting requests made during this period shall be awarded according to seniority. Thereafter vacation requests may be given with at least two (2) weeks’ notice, and where conflicting, shall be awarded on a first-come, first-serve basis. All request approvals shall be given by the Employer in writing.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 All employees who have completed their probation and have qualified as regular employees shall be entitled to ten (10) statutory holidays, as listed:

- | | |
|----------------|------------------|
| New Year’s Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

and other such days as may be deemed to be statutory holidays by the federal and/or provincial government.

13.02 On statutory holidays, employees shall receive eight (8) hours pay at their regular rate of pay for their normally assigned shift. Employees on layoff or a leave of absence shall not be entitled to this pay.

13.03 In the event that an employee is required to work on a statutory holiday, he shall receive his pay as per Article 13.02, as well as one-and-one-half (1.5) times his regular rate of pay for all hours worked. The opportunity to work a statutory holiday shall be offered to the most senior employee on a rotational basis.

13.04 In the event that a statutory holiday falls during an employee's vacation period or regularly scheduled day off, he shall still receive eight (8) hours pay at his regular rate in accordance with Article 13.02.

ARTICLE 14 – JURY DUTY

14.01 Any employee who is required to perform jury duty, or is required to appear as a witness in a court action resulting from any situation other than the employee's own indictment, on any day on which he would normally have worked, shall be reimbursed by the Employer for the difference between the pay received for the jury duty or witness fee and the pay he would have normally received for working to a maximum of 60 calendar days. The employee shall be required to furnish proof of the service performed and the pay received.

ARTICLE 15 – EDUCATION AND TRAINING

15.01 To further the training of union members, the Employer agrees to remit an amount for all hours worked to the Union's Education and Training Fund, in accordance with Schedule "A".

15.02 If the Employer requires an employee to upgrade his driver's license, or otherwise acquire licensing or certification that was not required at the time of hire, the Employer will bear the expense of the training, including in the provision of equipment, and pay the employee's full rate of pay for all hours spent in training.

15.03 The Employer shall pay the cost of an employee's safety recertification and physical provided both were current at the time of the employee's hire.

ARTICLE 16 – UNIFORMS AND CLOTHING

16.01 Uniforms

- a) The Employer agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished by the Employer. The Employer will additionally be responsible for the maintenance and laundering of the uniform.
- b) Each employee's uniform shall include one (1) winter jacket.

16.02 Clothing

The Employer shall additionally supply one (1) pair of proper work gloves per year to an employee for fueling buses, one (1) pair of insulated leather gloves for pre-trip inspections.

ARTICLE 17 – EQUIPMENT MAINTENANCE AND SAFETY

17.01 It is to the mutual advantage of both the Employer and the employee that employees shall not operate vehicles which are not in a safe operating condition. The Employer will not require employees to operate equipment on public streets, highways or thoroughfares when such equipment is not in compliance with the appropriate provisions of the law pertaining to safety requirements on mobile equipment (e.g. brake, steering, signal lights or other lighting equipment, etc.).

17.02 Employee Reporting

- a) It shall be the duty of each employee to report any mechanical defects or safety concerns pertaining to the

equipment in his care. Such information will be reported promptly – by no later than the end of the shift or tour in which the defect or safety concern is known – and on the paperwork so designated by the Employer for such reporting.

- b) The Employer's policy on reporting in this manner shall be clearly communicated to the employees.

17.03 Fueling and Cleanliness

- a) It shall be the responsibility of each driver to ensure the proper fueling and general cleanliness of the equipment in his care.
- b) Notwithstanding Article 17.03 (a), it shall be the responsibility of the employer to direct and ensure that all equipment is thoroughly sanitized on the regular basis.

17.04 It shall be the sole responsibility of the Employer to ensure the repair of all equipment rendered unsafe or inoperable by mechanical defects. Equipment that is deemed to be unsafe by a licensed mechanic will be kept out of service until such time as the defect or problem rendering the equipment unsafe is corrected.

17.05 Drivers shall not be required to change flat tires during a tour. However, they will make every effort to have them changed in a timely manner.

17.06 Safety in the Workplace

- a) The Employer and employees shall be mutually responsible for encouraging and maintaining a safe and healthy working environment. No employee shall engage in any practice which is unsafe, and the Employer shall not require any employee to do so.

- b) An employee's refusal to carry out unsafe work shall be investigated and treated in accordance with British Columbia's Occupational Health and Safety Regulations.
- c) The Employer and employees shall create a joint Occupational Health and Safety Committee, and will meet as regularly as necessary, but at least quarterly. The minutes from OHS meetings shall be forwarded to the Union.

17.07 Job-related Injuries

- a) An employee who is injured on the job and is unable to finish his shift as a result shall receive his regular rate of pay for the remainder of the shift.
- b) An employee who is injured or falls seriously ill during working hours shall be transported to the nearest physician or hospital, by ambulance if necessary, at the Employer's expense.

ARTICLE 18 – RESPECT IN THE WORKPLACE

18.01 The Employer and employees shall be mutually responsible for encouraging a respectful workplace. Neither the Employer nor any employee shall treat any participating member of the workplace in a manner that is disrespectful, discriminatory, inappropriate, or in a manner which constitutes harassment.

18.02 The Employer and employees shall be mutually responsible for encouraging a workplace free from violence.

18.03 Employee Complaints

- a) All employee complaints that Articles 18.01 or 18.02 have been violated will be investigated by the Employer in an expedient and thorough manner. Should the employee's

complaint implicate any managerial personnel, the Employer shall provide another representative to investigate it.

- b) Should the employee and the Union be dissatisfied with the Employer's response to a complaint relating to Article 18.01 or 18.02, the matter may be referred to the grievance procedure. Such resulting grievances shall not be addressed to or responded to by an Employer representative who has been implicated in the complaint.

ARTICLE 19 – HEALTH AND WELFARE PROGRAM

19.01 The Employer shall provide a benefits package for all employees, in accordance with the following articles.

19.02 BC Medical Plan

The Employer shall pay for and administer the employees' BC Medical Services Plan coverage, in accordance with Schedule "B".

19.03 Medicare Supplement Insurance

The Employer shall provide Medicare Supplement Insurance, in accordance with Schedule "B".

19.04 Group Life Insurance

The Employer shall provide Group Life Insurance coverage, in accordance with Schedule "B".

19.05 Dental Plan

The Employer shall provide a dental plan, in accordance with Schedule "B".

19.06 Shortage of Work, Layoff & Leave of Absence

- a) In the event of a shortage of work lasting up to thirty (30) days, the Employer will continue to provide the benefits outlined herein.
- b) In the event of a layoff lasting longer than thirty (30) days, the Employer shall provide the employees with the option of self-paying the cost of the benefits outlined herein until their seniority rights have expired, or until they return to work.
- c) In the event of an employee leave of absence of thirty (30) days or less, the Employer shall continue to provide the benefits outlined herein.
- d) In the event of an employee leave of absence of more than thirty (30) days, the Employer shall provide the employee with the option of self-paying the cost of the benefits outlined herein until his return.
- e) In the event that an employee is absent due to work-related injury or illness, the Employer shall continue to provide the employee with the benefits outlined herein.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

20.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

- 20.03 The parties to this Agreement recognize that Union Representatives and the union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 20.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 20.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 21 bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 20.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 20.07 Step 1
A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a

written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

20.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 21 - ARBITRATION

21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

21.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

21.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

21.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.

- 21.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 21.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings; and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 21.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 20 and 21 where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 21.08 An employee found to be wrongfully discharged or suspended may be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 21.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 21.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 21.11 The parties will equally bear the expense of the Arbitrator.

21.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 22 – DISCIPLINE & DISCHARGE

22.01 An employee may be disciplined for just cause by the Employer. Just cause may include, but is not limited to:

- the refusal by an employee to abide by safety regulations;
- the failure of an employee to report for work, at the appointed time, on a consistent and reliable basis;
- dishonesty, theft or antithetical behaviour;
- the use of illegal narcotics or alcohol while on the Employer's premises or during regular working hours;
- reporting for work while under the influence of illegal narcotics or alcohol, or the possession of such substances while on the job site;
- the refusal by the employee to abide by the requirements of the Employer's clients; and
- the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

22.02 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive discipline will be managed as outlined below:

a) Step 1: Verbal Warning

A disciplinary action that is intended to draw an employee's attention to their misconduct.

b) Step 2: Written Warning

A statement given to an employee by a delegated manager or supervisor outlining:

- the nature of the misconduct
- the corrective action expected of the employee
- a description of the disciplinary action that may be taken if the misconduct continues

c) Step 3: Suspension

An enforced, temporary removal of an employee from duty without pay.

d) Final Step: Termination

The enforced cessation of employment.

22.03 When the behaviour or performance of an employee calls for disciplinary action by the Employer, notice of the discipline shall be given by the foreman or supervisor in writing. The foreman or supervisor shall give a copy of the discipline notice to the appropriate Steward and Union Representative within twenty-four (24) hours.

22.04 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available steward or another available employee of his choice present at the meeting, or decline this right in writing.

22.05 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

ARTICLE 23 – GENDER CLAUSE

23.01 Where the masculine gender is used in this Agreement, it will be considered to include the feminine gender.

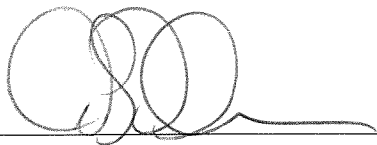
ARTICLE 24 – DURATION

24.01 This Agreement shall be effective on the first (1st) day of July two-thousand and nine (2009), and shall remain in effect until the thirtieth (30th) day of June, two-thousand and fourteen (2014), and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

24.02 The Parties agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

DATED at Prince George, BC, this 12 day of August, 2009.

SIGNED on behalf of
**DIVERSIFIED
TRANSPORTATION LTD.**
Northern Health Connections
Division

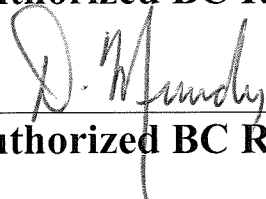


Authorized Representative

SIGNED on behalf of
**TRANSPORT,
CONSTRUCTION AND
GENERAL EMPLOYEES’
ASSOCIATION, LOCAL 66,**
affiliated with the **Christian
Labour Association of Canada**



Authorized BC Representative



Authorized BC Representative

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Wage Rates

Classification	July 1, 2009	July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013
NH Mini	\$ 19.62	\$ 20.21	\$ 20.81	\$ 21.44	\$ 22.08
NH Coach	\$ 21.60	\$ 22.25	\$ 22.92	\$ 23.60	\$ 24.31
Wash Bay Attendant	\$ 16.80	\$ 17.30	\$ 17.82	\$ 18.36	\$ 18.91

Wage Rates - Probationary Drivers

Classification	July 1, 2009	July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013
NH Mini	\$ 16.68	\$ 17.18	\$ 17.69	\$ 18.22	\$ 18.77
NH Coach	\$ 18.36	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66

Stewards' Premium (Article 4.03)

Active Stewards will be paid a premium for all hours worked, as follows:

Level of Union Training	Hourly Rate
No Training	\$0.35 per hour
Completed Toolbox 1	\$0.50 per hour
Completed Toolbox 2	\$0.75 per hour
Completed Toolbox 3	\$1.00 per hour

Mileage for Use of Personal Vehicle (Article 8.07)

All employees who use their personal vehicle in the course of their duties will be paid a rate of mileage to account for the cost of gasoline and vehicle maintenance which is the rate allowed by the Canada Revenue Agency before the rate is considered to be taxable.

Meal Allowance (Article 8.08)

All expenses incurred, including lodging, are to be borne by the Employer.

A driver away from home base greater than eight (8) consecutive hours in a twenty-four (24) hour day is entitled to receive a thirty dollar (\$30.00) meal allowance.

A driver staying overnight away from home base shall receive an additional amount for each overnight stay as follows:

Year 1	\$15.00
Year 2	\$16.50
Year 3	\$18.00
Year 4	\$19.50
Year 5	\$21.00

Meal Allowances will be calculated from an ongoing work schedule and employees who qualify for allowances will be advanced those allowances at the beginning of each month less any previous months allowances for any schedule work that was cancelled.

Cellular Phone (Article 8.09)

The employer will reimburse the Employee for work related Cell Phone usage. Where a cost is not readily determined, it will be at thirty cents (\$.30) a minute.

Vacation Pay (Article 12.01)

All employees shall be paid vacation pay for all hours worked, as follows:

Years of Service	Rate of Vacation Pay
0 to 5 years	4% of gross wages
upon completion of 5 years	6% of gross wages
upon completion of 10 years	8% of gross wages

Education and Training Fund (Article 15.01)

The Employer will remit six cents (\$0.06) per hour for all hours worked to the Union’s Education and Training Fund.

Casual Drivers

Casual Drivers shall be entitled to receive the same rates and premiums as the other drivers with the exception of the following:

Premium or Benefit

Medical Benefits

Details

All benefits outlined in Article 19.03-19.06 shall not be payable to Casual employees.

SCHEDULE “B”

BC Medical Services Plan Coverage (Article 19.02)

The Employer shall administer each employee’s BC Medical Services Plan coverage, and pay one-hundred percent (100%) of the coverage cost.

Medicare Supplement Insurance (19.03)

The Employer shall provide Medicare Supplement Insurance coverage and pay one-hundred percent (100%) of the coverage cost. Such coverage will include the following:

<u>Coverage Type</u>	<u>Percentage of Coverage</u>	<u>Maximum Yearly Limit</u>
Hospital Expenses	100%	
Prescription Drugs	100%	
Extended Health Care	100%	
Extra Care	100%	
Vision Care	100%	\$400 per family member every 2 years

Group Life Insurance Coverage (Article 19.04)

The Employer shall provide Group Life Insurance coverage equaling one-hundred thousand dollars (\$100,000.00) for each employee, and shall pay one-hundred percent (100%) of the coverage cost. The Employer shall additionally provide Accidental Death and Dismemberment Insurance coverage equaling one-hundred thousand dollars (\$100,000.00) for each employee, and shall pay one-hundred percent (100%) of the coverage cost.

Dental Plan Coverage (Article 19.05)

The Employer shall provide a dental plan for each employee, and shall pay one-hundred percent (100%) of the coverage's cost. Such coverage will include the following:

<u>Coverage Type</u>	<u>Percentage of Coverage</u>	<u>Maximum Yearly Limit</u>
Preventative Procedures	100%	\$2500.00
Restorative Procedures	100%	\$2500.00
Prosthodontic Procedures	50%	\$2500.00
Orthodontic	50% (for children under 19)	\$2000.00 (lifetime per child)

LETTER OF UNDERSTANDING - 1

BETWEEN:

**DIVERSIFIED TRANSPORTATION LTD.
Northern Health Connections Division**

AND:

**TRANSPORT, CONSTRUCTION, AND GENERAL
EMPLOYEES' ASSOCIATION, LOCAL 66,
affiliated with the
Christian Labour Association of Canada**

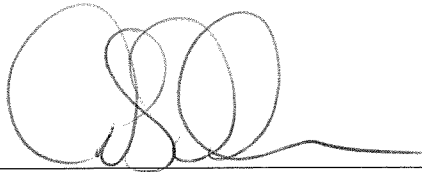
Re: SCHEDULE "A" – MEAL ALLOWANCE

Upon ratification of this agreement

It is understood that Debbie Alexander and Ken Breakwell will continue to receive the Meal Allowance of thirty-six dollars (\$36.00) for Routes 5 and 6.

DATED at Prince George, BC, this 12 day of August, 2009.

SIGNED on behalf of
**DIVERSIFIED
TRANSPORTATION LTD.
Northern Health Connections
Division**

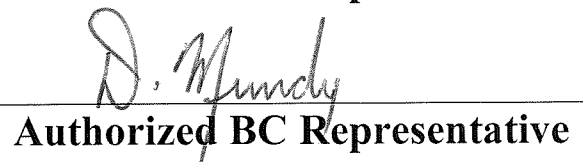


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