

# COLLECTIVE AGREEMENT

Between:



And:



**May 1, 2022 – October 31, 2023**

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## **ARTICLE 1 – RECOGNITION AND SCOPE**

### **1.01 BARGAINING AGENT**

The Company recognizes the Union to be the sole collective bargaining agent as set out in the certification issued by the Canada Industrial Relations Board (CIRB) dated August 22, 2008.

### **1.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.

### **1.03 BARGAINING UNIT WORK**

- (a) Management and/or other personnel shall not engage in or be utilized in any way which could be construed as performing work which is normally accomplished by Bargaining Unit members covered by the Agreement.
- (b) Management retains the right to instruct Bargaining Unit members in methods of performing work procedures, on a training basis or to participate in the development and installation of new procedures until such time the procedures are established.
- (c) Management reserves the right to provide complimentary services on a charitable or promotional basis, and use Management or other personnel in the delivery of that service.
- (d) In the event that equipment must be moved or exchanged for emergency, repair or positioning purposes, Shop and or Management Personnel may perform those services. In the event that operational requirements cannot be accommodated, and no Bargaining Unit member is available, Management may be utilized until it is practical to substitute a Bargaining Unit member.
- (e) In all cases Management may be utilized to prevent undue delay to passengers so as to limit financial risk or liability or safety of the passengers.
- (f) No Wilson's driver shall be permitted to drive a Wilson's vehicle that is leased or rented to a third party.

### **1.04 CONTRACTING OUT**

As long as the Company has Bargaining Unit drivers and suitable equipment, no work shall be contracted out except as provided herein.

Where work is contracted out, the Employer shall advise the Unit Chairperson in writing when requested as to the nature of the contracted-out work, why it was contracted out and provide all reasons as to why the work could not have been done by Bargaining Unit members.

The Union reserves the right to grieve any work that is contracted out that could have been done by Bargaining Unit members that would have not made the Company's bid unprofitable or inefficient.

### **1.05 NEW CLASSIFICATIONS**

The Company and the Union agree that they shall meet to negotiate the rates of pay for any new job classification which comes within the scope of the Bargaining Unit pursuant to the certification. If the Parties are unable to agree, either Party may invoke the grievance procedure and refer the issue to arbitration for a binding decision on wage rates.

### **1.06 SUCCESSORSHIP**

If the Company sells, leases or transfers the business, or merges with another business or acquires another business, the purchaser, lessee or transferee shall be bound as required under the applicable provisions of the Canada Labour Code.

### **1.07 IMPACT OF LEGISLATION**

(a) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

The Company and the Union shall meet to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated and shall refer any resulting disagreements to arbitration if necessary.

(b) In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

### **1.08 PROTECTION OF EXISTING WORKING CONDITIONS**

Existing customs and practices, rights and privileges, benefits and working conditions, of both the Company and the employees, shall be continued to the extent that they are equal to, or more beneficial than and not inconsistent with the terms of this Agreement unless modified by mutual agreement of the Company and the Union.

### **1.09 UNION-MANAGEMENT MEETINGS**

The Company and the Union recognize that in part, the success of the operation depends on open, honest and frank discussions from time to time on matters that may or may not be directly related to grievance-arbitration provisions of this Agreement.

Accordingly, the Company and the Union agree to meet once every six (6) months or more frequently if mutually agreed to discuss items of mutual interest.

For the purposes of these meetings, and in addition to any Local or National Representatives who may attend, the Company shall recognize a Union Committee not to exceed two (2) employee members and these members shall be paid for their attendance at these meetings at the non-driving hourly rate.

Minutes of these meetings shall be kept and a copy shall be faxed to the Unifor National Office in New Westminster within fifteen (15) days of the meeting.

## **ARTICLE 2 – UNION RIGHTS**

### **2.01 UNION MEMBERSHIP**

- (a) All employees covered by this Agreement shall, as a condition of employment, become and maintain membership in good standing in the Union.
- (b) The Company will issue Union Membership and Dues Administration cards provided by the Local Union and have each new employee fill them out on their first day of employment. The Company will then forward those cards to the Local Union on a monthly basis.

### **2.02 NO DISCRIMINATION DUE TO UNION ACTIVITY**

There shall be no discrimination, interference, restriction or coercion exercised by the Company with respect to employee membership or activity in the affairs of the Union.

### **2.03 UNION ACCESS TO WORKSITES**

Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

This access does not include access to office and shop facilities. Access to Company's premises will be limited to areas that Bargaining Unit members use during the normal performance of their duties.

The Union will contact Management twenty-four (24) hours prior to arriving on site to advise that a visit is pending and will not interrupt employees who are working without the prior permission of Management.

Permission to speak to employees who are working shall not be unreasonably delayed or denied. The Union acknowledges that non-union employees do not represent the Company for the purposes of providing information relevant to any investigation or in any matter requiring interpretation of the Agreement.

The Union and the Company will continue to follow the provisions of the Canada Labour Code with respect to organizing of employees.

### **2.04 SHOP STEWARDS**

- (a) Employees shall be represented by a Shop Steward's Committee, which shall consist of a maximum of four (4) employees elected at the workplace. Alternates may be appointed in the event that one (1) of the Shop Stewards are absent and cannot perform their union duties.

The role of the Shop Stewards shall be to administer the Collective Agreement, to assist in the reporting and resolution of all grievances, to represent employees in disciplinary procedures, and to disseminate bona fide information of the Union to the employees.

The Shop Stewards may at any time call upon the services of accredited Representatives of the Union to assist them.

- (b) The Chief Shop Steward or designate shall act as the primary liaison between the employees and the Company.



- (c) The Company shall designate an individual representative to act in liaison between the Chief Shop Steward and the Company.
- (d) The Company shall provide the members of the Shop Stewards Committee reasonable access to the telephone (or a cell phone) and fax services for union business.

## **2.05 NAMES OF COMMITTEE MEMBERS**

- (a) The Union will advise the Company in writing of the members of the Shop Stewards Committee and other Union Representatives assigned to assist the members.
- (b) The Company will advise the Union in writing of those of its Supervisory and Managerial personnel with whom the Union may have dealings in connection with the administration of this Agreement.

## **2.06 SHOP STEWARDS DUTIES**

In a situation which requires a Shop Steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate Supervisor. In the absence of the immediate Supervisor, the Steward may seek permission from the General Manager.

Permission will not be unreasonably withheld or delayed, subject always to operational requirements.

The Shop Steward shall return to their regular duties as soon as possible and will not lose any pay or benefit for their attendance to such duties. It is understood and agreed that Shop Steward duties do not generally require more than one (1) Steward at a time, and that prior written permission from the General Manager or their designate is required.

Where meetings take place before or after a Shop Steward's shift, they shall be paid at the non-driving rate of the wage rate they work at, whichever is lower for all the time spent in the meeting.

## **2.07 UNION ORIENTATION**

The Company shall notify new employees that Wilson's driver designated employees are a unionized Bargaining Unit and will introduce new employees that are part of that unit to the Chief Shop Steward or designate as soon as reasonably possible but in no case shall it be more than sixteen (16) days after commencement of work.

The Company will consult with the Chief Shop Steward to ensure that new employees are scheduled to meet privately with the Chief Shop Steward or designate during working hours and without loss of pay, for the purpose of handing them a copy of the Collective Agreement and to conduct a presentation on Union affairs.

These meetings shall be scheduled no less than once every month unless no new employees have been hired in the previous month and will be for fifteen (15) minutes unless otherwise agreed. No minimum callout will apply to meetings of this nature.

## **2.08 UNION BULLETIN BOARDS**

The Company agrees to provide one (1) large enclosed and locking bulletin board for the exclusive use of the Union in each existing location e.g. Campbell River, Glanford and Vancouver as well as any new location that may open (in the drivers' room if applicable) and an additional small board or posting point shall be installed at the Ogden Point location. These boards are for posting matters relating to union meetings and other bona fide union business only.

## **2.09 PICKET LINES**

The Company shall not require an employee covered by this Agreement to cross a legal picket line.

## **2.10 BARGAINING TIME**

The Company shall cover the lost wages (the non-driving rate or the wage rate they work at, whichever is lower) and benefit costs for three (3) Bargaining Committee members for the time spent in collective bargaining which shall include all time spent at mediation. To be clear, the Employer will pay for days where the Parties meet. On days where the Parties caucus and don't meet each other, the Union will cover the costs.

Bargaining Committee members shall suffer no loss of seniority or any other applicable benefit as a result of their participation in collective bargaining.

The Employer shall continue to pay the Bargaining Committee for all hours spent in the bargaining process (including caucuses) as if they were working and bill back the Union with a detailed breakdown of hours and pay rate including all applicable benefit entitlements and statutory requirement costs.

## **2.11 PRINTING THE COLLECTIVE AGREEMENTS**

The Employer shall reimburse the Union for the printing of pocket-sized Collective Agreements for the members.

The Union shall have the Agreements printed at the Camosun College unionized print shop and shall submit the invoice to the Company for reimbursement.

Enough copies shall be printed to provide each member with a copy as well as enough copies for Management and a supply for new hires throughout the life of the Collective Agreement.

## **2.12 INFORMATION FOR THE UNION**

The Company will supply the Chief Shop Steward and the Local Representative with the following information at the end of every month:

- (a) Employees who acquired seniority during the month;
- (b) Employees transferred into or out of the Bargaining Unit during the month;
- (c) Employees on leave of absence at the end of the month;
- (d) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
- (e) Employees on light duties, modified work or other accommodation;
- (f) Employees on layoff at the end of the month;

- (g) Employees who have lost seniority during the month;
- (h) Employees who have been discharged or who have quit during the month;
- (i) Any changes in Supervisors who deal with the Union;
- (j) Any new rules or policies implemented by the Company during the month that directly affect Bargaining Unit members;
- (k) All employees' dates of hire, employment status (full-time/part-time), classification, hourly rate, and any premiums;
- (l) In addition to the above and upon written request, the Company will provide the following information to the Local or National Representative for all Bargaining Unit employees:
  - (i) name
  - (ii) address with postal code
  - (iii) telephone number

### **2.13 PAID EDUCATION LEAVE**

The Employer shall pay five cents (\$.05) per hour for each hour worked for each Bargaining Unit member into a special fund for the purpose of providing Paid Education Leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, Unifor, and forwarded by the Company to:

Unifor Paid Education Leave Program  
115 Gordon Baker Road  
Toronto, Ontario M2H 0A8

The Company agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

### **2.14 UNION IDENTIFICATION**

All vehicles driven by Bargaining Unit employees shall bear the Local Union sticker. Such stickers shall not be larger than three (3) inches by four (4) inches in size and shall be placed on the most forward window of the passenger side of the vehicle.

Such stickers shall only be placed on vehicles that are normally driven in revenue service by Bargaining Unit members.

## **ARTICLE 3 – UNION DUES DEDUCTIONS**

### **3.01 DUES DEDUCTION AND REMITTANCE**

The Company agrees to deduct, from the pay of each employee covered by this Agreement, an amount of Union dues or their equivalent, as specified by the Secretary-Treasurer of Local 114.

The amount to be deducted shall be such sum as may from time to time be assessed by the Union according to its Constitution as Union dues and will include initiation fees or special assessments.

The Company will act on information received in writing from two (2) signing officers of the Union to changes in the monthly dues made from time to time in accordance with the Constitution of the Union.

The amount so deducted shall be remitted to the Secretary-Treasurer monthly accompanied by a list of employees on the payroll for the pay period in which the deductions were made.

### **3.02 DUES ON T4 SLIPS**

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip at the end of each calendar year.

## **ARTICLE 4 – DISCIPLINE AND DISCHARGE OF EMPLOYEES**

### **4.01 DISCIPLINE FOR JUST AND REASONABLE CAUSE**

Employees who have completed probation shall only be disciplined, suspended or discharged for just and reasonable cause.

All disciplinary action will be in writing.

A copy of each disciplinary notation will be given to the Shop Steward and a copy will be faxed and/or emailed to the Local Representative at the time of discipline.

### **4.02 UNION REPRESENTATION AT INVESTIGATIVE AND DISCIPLINARY MEETINGS**

- (a) No investigative or disciplinary meeting will be held where discipline will be levied that will include suspension or dismissal, without a Shop Steward present.
- (b) If in the course of a normal interview or meeting it is determined that there may be grounds for disciplinary action that may include suspension or dismissal, the interview shall be adjourned and the employee will select a Shop Steward of their choice to represent the employee at any related meeting prior to proceeding further.
- (c) Attendees at the investigative and disciplinary meetings shall receive the non-driving hourly rate for all time spent in attendance at such meetings. Meetings are terminated when either Party terminates the meeting.

### **4.03 DISCIPLINARY NOTATIONS**

Disciplinary action charged on the personnel record of an employee shall not be admissible or used in any disciplinary or arbitration proceeding after a period of eighteen (18) calendar months from the date of entry providing that no similar action has been charged to such record.

### **4.04 TIME LIMIT FOR IMPOSITION OF DISCIPLINE**

Employees will be advised if the Company is considering discipline that may include suspension or dismissal within ten (10) calendar days of the Company becoming aware of the full circumstances of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void.

A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held no longer than twenty-one (21) calendar days from the time of notification of pending discipline unless objective circumstances warrant a longer period.

The Chief Shop Steward must be advised in writing of these circumstances in this instance.

#### **4.05 INSPECTION OF EMPLOYEE FILE**

Employees shall be allowed to inspect their own personal file on their own time and at their own expense for a reasonable amount of time once every six (6) months or more often if new entries have been added to the file since the last inspection.

Accredited Representatives of the Union shall be permitted to receive a copy of the employee file with written authorization from the employee, or where disclosure is legally required. The Company shall provide copies upon request for this purpose.

#### **4.06 SIGNING NOT AGREEMENT**

Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly, unless otherwise indicated by the employee.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### **5.01 MANAGEMENT RIGHTS**

The Union acknowledges and recognizes that it is the right of the Company:

- (a) To manage the enterprise, including the scheduling of work, the control of materials and equipment and the determination of the kind of equipment to be used.

The Union recognizes the right of the Company to operate and manage in all respects in accordance with its goals, commitments and responsibilities.

The Company reserves any and all of its prior rights which have not been specifically modified, limited, restricted or released by particular wording elsewhere in this Agreement.

- (b) To maintain order, discipline and efficiency the Company shall continue to have the right to make, alter and eliminate from time to time, procedures, policies, rules and regulations to be observed by the employees, provided they are not inconsistent with the specific provisions of this Agreement.
- (c) Subject to the terms of this Agreement, the Company specifically reserves the right to manage its affairs and facilities, including the right to hire, direct, promote, layoff, discipline, suspend and discharge; to determine job content, assign work, establish methods, processes and means of performing work, design and implement training programs, to determine the number of employees to be employed and the duties to be performed.

In the exercise of its Management rights, the Company will act reasonably and not treat any employee in an unfair and discriminatory manner and will

observe all of the provisions of the Collective Agreement and applicable legislation.

## **5.02 RULES AND REGULATIONS**

The Union agrees that all employees shall be governed by the reasonable rules and regulations established from time to time by the Company unless such orders are contrary to law or to the provisions of this Agreement.

The Company shall deliver a copy of rules and regulations to the Union in writing at the time of implementation.

## **5.03 POLICIES AND PROCEDURES**

In cases where Company policy and procedure instructions refer to Bargaining Unit members covered under this Agreement, such policies and procedure instructions shall be forwarded to the Union in writing at the time of implementation.

# **ARTICLE 6 – GRIEVANCE PROCEDURE**

## **6.01 PURPOSE OF GRIEVANCE PROCEDURE**

The grievance procedure shall provide a just and peaceful method of adjusting disputes. The Parties agree to act in good faith in the resolution of grievances in accordance with the provisions of this Article, without interference with or a stoppage of work.

## **6.02 DEFINITION OF A GRIEVANCE**

Any complaints, disagreement, or difference of opinion between the Company and the Union or the employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, or any other working condition, shall be considered a grievance.

## **6.03 TYPES OF GRIEVANCES**

The Union or the Company may present a grievance. Grievances involving harassment, suspensions, terminations, group grievances, policy grievances and/or grievances filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure.

## **6.04 GRIEVANCE STEPS**

### **(a) Informal Step**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom they report. At their option, the employee may be accompanied by a Shop Steward.

A decision at the Informal Step shall be given by the Company within seven (7) calendar days of the first discussion on the issue.

### **(b) Step 1**

Written notice of a Step 1 grievance will be filed by the Union with a person designated by the Company within fourteen (14) calendar days after receiving a decision at the Informal Step or within fourteen (14) calendar

days from the time either Party became aware of, or should reasonably become aware of, the alleged violation of the Agreement.

Any meeting between the Parties at Step 1 must involve the employee their Shop Steward and the Management person to whom the employee reports.

The Company shall respond in writing to the Step 1 grievance within seven (7) calendar days of this meeting.

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step 1, the grievance may be advanced to Step 2.

(c) Step 2

Written notice of the Step 2 grievance will be filed by the Union or the Company with the person designated by either Party within fourteen (14) calendar days after receiving a decision at Step 1 or within fourteen (14) calendar days from the time either Party became aware of, or should reasonably become aware of, the alleged violation of the Agreement.

Grievances involving suspensions or terminations of employment will be filed by the Union as required within seven (7) days of receiving notification of said discipline.

A meeting to attempt to resolve the grievance shall be held within seven (7) calendar days from the filing of the Step 2 grievance between the employee, the Shop Steward, a Local Representative and the General Manager.

The Party receiving the grievance shall provide a written reply within seven (7) calendar days after the above meeting has been held.

(d) Step 3 - Arbitration

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step 2, the Local or National Representative may advance the Union grievance to arbitration, or the Company may advance a Company grievance to arbitration in accordance with Article 7.01.

**6.05 GRIEVANCE MEETINGS**

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours where possible with no loss of pay to the employees involved. Time spent by Shop Stewards handling grievances or attending grievance meetings shall be paid at straight time at the non-driving hourly rate of pay.

**6.06 NO DISCUSSION WITH GRIEVOR**

After a formal grievance has been initiated by the Union, the Company's Representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with the grievor without the explicit consent of the Union Representative who filed the grievance.

**6.07 GRIEVOR'S RIGHT TO BE PRESENT**

The grievor may elect to be present at any stage of the grievance procedure.

## **6.08 TIME LIMITS**

It is understood that both Parties should undertake to process and resolve all grievances in the time limits as set out in this Agreement.

Time limits may be extended by mutual agreement between the Company and the Union.

An Arbitrator or Arbitration Board may extend the time for taking any step in the grievance process or arbitration procedure set out in this Collective Agreement, even after the expiration of the time, if the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other Party would not be unduly prejudiced by the extension.

## **ARTICLE 7 – ARBITRATION**

### **7.01 REFERRAL TO ARBITRATION**

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either Party may request that the matter be referred to a Board of Arbitration.

Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 2. Time limits may be extended by mutual agreement.

### **7.02 SINGLE ARBITRATOR**

A single Arbitrator designated by the Company and the Union shall act as the Board of Arbitration.

### **7.03 FAILURE TO AGREE ON ARBITRATOR**

Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter may be referred to the Minister of Labour to appoint an Arbitrator.

### **7.04 CONFLICTS**

No person involved directly in the controversy under consideration shall be an Arbitrator.

### **7.05 ARBITRATOR GOVERNED BY AGREEMENT**

The Arbitrator shall receive and consider such material evidence and conditions as the Parties may offer. In reaching the decision, the Arbitrator shall be governed by the provisions of this Agreement.

The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this Agreement unless authorized to do so by applicable legislation.

### **7.06 BINDING DECISION**

The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all Parties.

### **7.07 ARBITRATION EXPENSES**

The expense of the Arbitrator shall be borne equally by the Company and the Union.



## **ARTICLE 8 – HUMAN RIGHTS AND ANTI-HARASSMENT**

### **8.01 DISCRIMINATION / HARASSMENT PROHIBITED**

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, race, ancestry, political belief, family status, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person, or disability is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

In addition to the above, "harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

Harassment is not to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, or the assessment of discipline. This policy is not meant to inhibit free speech or interfere with normal social relations which are not in violation of the harassment policy.

The Company shall post conspicuously a policy regarding harassment and discrimination which is approved by the Union and the Company.

### **8.02 SEXUAL HARASSMENT**

Sexual harassment means any deliberate and/or repeated, unwelcome behaviour, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.

### **8.03 COMPLAINT PROCEDURE**

(a) Any complaint involving allegations of discrimination or harassment shall be reported in confidence directly to the General Manager and the Union.

(b) All complaints will be jointly investigated promptly, thoroughly, and in a manner that protects the privacy interest of all involved - 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 allegations.

(c) The Company will take actions it considers appropriate to resolve the complaint. Should the complainant and/or the Union decide appropriate

action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

#### **8.04 RIGHTS OF ARBITRATOR**

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

- (a) Dismiss the complaint or grievance;
- (b) Determine the appropriate redress regarding the complaint or grievance.

#### **8.05 EXTERNAL REDRESS**

Nothing in the Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to filing a Human Rights complaint.

### **ARTICLE 9 – SENIORITY AND EMPLOYEE STATUS**

#### **9.01 SENIORITY DEFINED**

Seniority as a driver in the Bargaining Unit shall be established within three (3) classifications as follows:

- (a) Seniority for Full-Time Employees  
Seniority for full-time employees shall be established from the date that they convert to full-time status pursuant to Article 9.07 (a);
- (b) Seniority for Part-Time and Casual Employees  
Seniority for part-time and casual employees shall be established as of the date upon which they commence their first shift;
- (c) Seniority Applied  
Where two (2) or more employees start their first shift(s) on the same date, the seniority shall be determined by drawing lots.  
For the purposes of this Collective Agreement, the term “hire date” shall be deemed to mean the date on which they report for their first shift.

#### **9.02 SENIORITY LISTS**

The Employer will post a seniority list showing each employee's date of hire and current status; (i.e. full-time, part-time, casual) as set out in Article 9.01 above.

Seniority lists will be updated every six (6) months and posted. The Chief Shop Steward and Local Representative will be provided with a copy of the seniority list upon posting and upon reasonable request. Any objections to the list must be registered within thirty (30) days of posting.

#### **9.03 SENIORITY ACCRUAL**

Seniority shall continue to accrue and will include the following:

- (i) time lost as a result of illness or injury;
- (ii) authorized personal LOA up to three (3) months/year;

- (iii) maternity and parental leave;
- (iv) all company-paid time off;
- (v) Union leave;
- (vi) jury and witness duty;
- (vii) bereavement leave;
- (viii) compassionate care leave;
- (ix) family responsibility leave;
- (x) Or any other leaves as contemplated in this Collective Agreement.

#### **9.04 SENIORITY LOST**

Seniority will be lost and the employee's name will be removed from the seniority list when an employee:

- (a) voluntarily terminates their employment;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff more than twelve (12) consecutive months;
- (d) does not return to work on the date specified following an approved leave of absence;
- (e) is absent from work for more than five (5) consecutive working days without giving proper notice or a reasonable excuse for such absence;
- (f) does not accept recall as stipulated in Section 10.03 and 10.04;
- (g) who works less than two-hundred and fifty (250) hours in any rolling twenty-six (26) consecutive bi-weekly pay periods.

#### **9.05 PROBATIONARY PERIOD**

- (a) New employees shall be considered probationary during their first three hundred and sixty (360) worked hours.
- (b) The Company may terminate a probationary employee at any time during the employee's probationary period where the Company decides that the employee is unsuitable for continued employment. The Chief Shop Steward will be notified each time a probationary employee is dismissed.
- (c) At the completion of the probationary period each employee shall have their name added to the seniority list of the Company. Such employee shall receive seniority credit to the first day of current employment.
- (d) The probationary period is for the purposes of assessing the suitability for continued employment for new hires only and is not to be confused with any other time frame or period contained in this Collective Agreement.

#### **9.06 STATUS OF EMPLOYEES DEFINED**

- (a) Full-Time Employee
  - (i) To be declared a full-time employee an employee must have worked at least fifteen hundred (1500) hours in the rolling previous twenty-six (26) consecutive bi-weekly pay periods.

- (ii) Once an employee has been declared a full-time employee as set out above that employee need only maintain an average of twelve hundred (1200) hours in each subsequent rolling twenty-six (26) consecutive bi-weekly pay period time frame.
  - (iii) A full-time employee must make himself/herself available for five (5) days per week and forty (40) hours per week on a regular basis except for absences as set out in Article 9.03.
  - (iv) A full-time employee must be able to operate every piece of equipment in the fleet to which the employee works, including performing driver commentary and multi-days, notwithstanding any medical accommodations that may be present or required.
- (b) Part-Time Employee
- (i) A part-time employee is any employee that makes himself/herself available for work at least three (3) days per week, pursuant to operational requirements, between either April 15<sup>th</sup> and October 15<sup>th</sup> and/or October 16<sup>th</sup> to April 14<sup>th</sup> of each year.
  - (ii) A part-time employee wishing to work the part-time board must notify the Employer a minimum of fourteen (14) days in advance of April 15<sup>th</sup> (Summer Bid) and/or October 15<sup>th</sup> (Winter Bid).
  - (iii) Employees who don't bid on either the full-time or part-time boards, shall be moved to the casual board, initially by their date of hire.
- (c) Casual Employee
- (i) A casual employee is an employee who has not made any commitment as full-time or part-time for availability as set out in clauses 9.06 (a) or (b) above, and only works on an as needed and as available basis.
  - (ii) After ratification, casual employees will initially be offered work by their date of hire. Hours worked by each casual employee will be tracked and the ranking system for offering of work will be adjusted on a quarterly basis according to the actual hours worked during the previous quarter. This ranking system will then govern in the offering of work for the following quarter.
- (d) New Hires
- New hires shall be placed on the casual seniority list as set out in Article 9.01 (c). A new hire will be considered casual until they advise the Employer that they declare that they want to be a part-time employee and is required to meet all of the criteria as set out in Article 9.06 (b).

## **9.07 CONVERSION OF EMPLOYEES BETWEEN SENIORITY STATUSES**

- (a) Involuntary Conversion of a Full-Time Employee to Part-Time Status
- Full-time employees who convert to part-time status because they were not able to maintain the requisite number of hours as set out in Article 9.06 (a) (i) and (ii) shall be moved to the top of the part-time seniority list.

They shall remain at the top of the part-time list until such time as they have worked one thousand five hundred (1500) hours to requalify for the threshold as set out in Article 9.06 (a) (i) to re-qualify as a full-time employee.

If the employee has not re-qualified as set out above and has occupied the top seniority spot for twenty-six (26) consecutive rolling pay periods and has not been able to requalify as a full-time employee, that employee shall then be placed in their seniority spot on the part-time seniority list using their hire date.

(b) Voluntary Conversion of a Full-Time Employee to Part-Time

Where a full-time employee voluntary converts to part-time status, they shall be placed on spot on the part-time the seniority list where their originally seniority date would place them. They shall remain at their hire date on the part-time seniority list until such time as they have met the one thousand five hundred (1500)-hour threshold to re-qualify as a full-time employee.

Where a full-time to part-time conversion takes place, that employee must meet all of the requirements and conditions as set out in Article 9.06 (b).

(c) Voluntary Conversion of a Full-Time Employee to Casual

Where a full-time employee voluntary converts to casual status, they shall be placed on the casual seniority list using their original hire date, and only works on an as needed and as available basis.

(d) YYJ Driver Converting to Victoria Board

Where a YYJ driver converts to the Victoria Board, they shall be slotted in their proper seniority position based on date of hire with the Company. Where the YYJ driver is a full-time employee pursuant to the provisions of Article 9.06 (a), the YYJ driver shall bring with them all of the accumulated hours earned in their previous twenty-six (26) rolling pay period time frame, and they shall be credited with those hours.

## 9.08 FULL-TIME JOB POSTINGS

(a) Where the Company posts for full-time positions, it shall advise all employees including laid off employees of the posting with a job posting notice.

Such notice shall be posted on employee bulletin boards within seven (7) days of the position becoming available and the posting will remain open for seven (7) additional days. A copy of the posting shall be provided to the Chief Shop Steward and the Local Representative.

(b) The Company will hire the senior internal qualified part-time applicant based on their original date of hire for the full-time position should they desire full-time employment; thereafter the most senior qualified casual applicant based on their original date of hire for the full-time position should they desire full-time employment before hiring more junior applicants, or external applicants.

## **ARTICLE 10 – LAYOFF AND RECALL PROCEDURES**

### **10.01 DEFINITION OF A LAYOFF**

A layoff is defined as a period of time where the Employer estimates that there will be no work available for a minimum of two (2) calendar months to full-time employees.

### **10.02 LAY-OFF PROCEDURE**

Seniority within the classifications as set out in Article 9.01 above shall be used to determine the order of layoff as follows:

#### **Lay-Off Order**

- (i) 1<sup>st</sup> to be laid off shall be casual employees in reverse order of seniority;
- (ii) 2<sup>nd</sup> to be laid off shall be part-time employees in reverse order of seniority;
- (iii) 3<sup>rd</sup> to be laid off shall be full-time employees in reverse order of seniority.

### **10.03 RECALL PROCEDURE**

Seniority within the classifications as set out in Article 9.01 above shall be used to determine the order of recall as follows:

#### **Recall Order**

- (i) 1<sup>st</sup> to be recalled for work shall be full-time employees in order of seniority;
- (ii) 2<sup>nd</sup> to be recalled for work shall be part-time employees in order of seniority;
- (iii) 3<sup>rd</sup> to be recalled for work shall be casual employees in order of seniority.

When recalled, full-time employees will be required to accept recall on the following basis:

Full-time employees will not be required to accept recall unless the Company can offer at least five (5) consecutive days of work or at least forty (40) hours of work in a seven (7) day period.

An employee is deemed to have been recalled once they appear for their first shift after the layoff notice has been issued.

### **10.04 SENIORITY RETENTION**

Seniority with the Company shall be maintained for twelve (12) consecutive months following an employee's period of layoff.

### **10.05 NOTIFICATION OF RECALL**

Recall notification will only be by direct voice contact with the employee or by registered mail to the last known address provided by the employee. It is the responsibility of the employee to advise the Company of their current address and telephone number or whereabouts in order that they may be notified.

Any employee failing to report for duty within ninety-six (96) hours, from the time of such notification shall be considered to have resigned without notice. These time periods may be extended by the Company if in its reasonable discretion the employee gives a satisfactory reason for their failure to return to work.

#### **10.06 REQUESTING RECORD OF EMPLOYMENT (NEW)**

Once an employee has seven (7) or more consecutive days without Employer offered work, upon their request the Employer shall provide their Record of Employment (ROE).

### **ARTICLE 11 – LEAVES OF ABSENCE**

#### **11.01 LEAVE OF ABSENCE REQUESTS**

- (a) A full-time employee may request in writing a leave of absence without pay for personal reasons to a maximum of one (1) year less a day.

The Company will grant leaves of absence in writing, subject always to operational requirements. Where a leave of absence is declined by the Employer, the Employer shall demonstrate to the Union and the applying employee the nature of the operational requirement that lead to the denial of the leave.

A leave of absence shall not be used to change the status of any employee.

- (b) The Chief Shop Steward or designate will be notified in writing of any leaves of absence in excess of thirty (30) days.
- (c) Leaves of thirty (30) calendar days or longer without pay granted pursuant to this Article shall not be granted more than once every five (5) years.

#### **11.02 UNION LEAVES OF ABSENCE**

- (a) The Company, upon receiving seven (7) calendar days written notice from the Union, shall grant leave of absence without pay up to a maximum of two (2) employees at any one time for up to a maximum of seven (7) calendar days, to attend Union education programs or to conduct other Union business.

The granting of such leave is subject to operational requirements between June 1<sup>st</sup> and September 15<sup>th</sup> of each year and shall not be unreasonably denied.

- (b) The Company, upon receiving thirty (30) calendar days written notice from the Union shall grant a leave of absence without pay or health benefits to allow employees to serve in a full-time elected or appointed position within the Union or an affiliated body.

#### **11.03 MATERNITY, PARENTAL OR ADOPTION LEAVE**

- (a) The Company agrees to provide maternal and paternal leave without pay in accordance with the Canada Labour Code.

The Company shall pay its share of benefit premiums during the period of such leave provided the employee continues to remit their share. The Company shall provide the same leave and benefits for parents adopting a child.

- (b) The Company will not because of an employee's maternity, parental or adoption leave, be allowed to:
- (i) Terminate employment; or

- (ii) Change a condition of employment without the employee's written consent.

#### **11.04 MEDICAL LEAVES**

Employees shall be granted unpaid medical leave upon request, subject to the Company's ability to request medical documentation as set out in this Clause.

Employees on medical leave of five (5) working days or more may be required to provide reasonable and appropriate medical information upon request.

The Company shall pay for the cost of providing these notes and any other return to work assessment costs.

#### **11.05 FAMILY RESPONSIBILITY LEAVE**

(a) An employee is entitled to up to a total of five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld subject always to operational requirements.

(b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family.

It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

#### **11.06 COMPASSIONATE CARE LEAVE**

(a) An employee who requests leave under this section is entitled to up to eight (8) weeks unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition.

The employee shall pay for the cost of providing this certificate. Requests to extend this leave shall not be unreasonably denied, subject always to operational requirements.

(b) A "family member" is defined as set out in the Canada Labour Code provisions dealing with Compassionate Care Leave.

#### **11.07 BEREAVEMENT LEAVE**

(a) A full-time employee shall be allowed three (3) consecutive days off with pay for time to grieve, for such time that the employee would normally have worked when it falls within the seven (7) calendar day period immediately following the day the death occurred.

Pay shall be a minimum of eight (8) hours pay or more, based on the non-driving hourly rate of the wages they work at, whichever is lower.

The above shall apply when a death occurs involving the employee's spouse, son, daughter, brother, sister, father or mother (including step



children and step parents) father-in-law, mother-in-law, grandparents (including in-laws), son in-laws, daughter in-laws, brother in-laws, sister in-laws, grand children or any relative permanently residing in the same household.

- (b) A part-time or casual employee shall be entitled to leave on any normal working day that falls within the three (3) day period immediately following the day the death occurred, for time to grieve the death of the employee's spouse, son, daughter, brother, sister, father or mother (including step children and step parents) father-in-law, mother-in-law, grandparents (including in-laws), son in-laws, daughter in-laws, brother in-laws, sister in-laws, grand children or any relative permanently residing in the same household.

These days shall be paid to a maximum of eight (8) hours for each eligible day where the employee would have been scheduled to work and shall be paid the number of hours that they would have been scheduled to work on each of those days. Where the employee would not have been scheduled to work, no hours shall be paid for those days.

- (c) One (1) additional day without pay shall be allowed for out of town travel in excess of two hundred (200) kilometres (one way) if required.
- (d) Requests to extend bereavement leave on an unpaid basis shall not be unreasonably denied. Vacation time may be used to augment the paid time off, subject always to operational requirements.
- (e) Where a leave of absence is declined by the Employer, the Employer shall demonstrate to the Union the nature of the Operational Requirement that lead to the denial of the leave.

#### **11.08 JURY AND WITNESS DUTY**

- (a) Full-Time Employees

Full-time employees who serve on a jury, or as a witness for the Crown, shall be granted paid leave of absence for each day spent in the service to the Crown or on a Jury.

On any day on which the full-time employee would have worked, that employee shall be paid by the Employer for eight (8) hours on each day that the employee would have worked while engaged in the proceeding. The employee shall be paid at the non-driving rate of pay for such hours.

Where the service to the Crown or Jury duty is performed on a full-time employee's day off or on a day when they would not have worked, the employee shall keep the payment issued from the Court. On days when the employee would have worked and is paid pursuant to the Employer, the Court Payment shall be turned over to the Employer.

- (b) Part-Time Employees

Part-time employees who serve on a jury, or as a witness for the Crown, shall be granted paid leave of absence for one (1) day per week spent in the service of the Crown or on a Jury.

On the day on which the part-time employee would have worked, that employee shall be paid by the Employer for eight (8) hours for that day that the employee would have worked while engaged in the proceeding. The employee shall be paid at the non-driving rate of pay for such hours.

For greater certainty, in order for the part-time employee to be eligible for this payment, the Court service must have occurred during a day in which the part-time employee would have worked.

(c) **Casual Employees**

Casual employees are not eligible for payment by the Employer for any time spent in Jury Duty or in service to the Crown as a witness.

**11.09 COMMON LAW RELATIONSHIPS**

The Company recognizes a common law relationship as set out in applicable legislation and regulations and when registered with the Company there shall be no question of qualification for immediate family.

**ARTICLE 12 – HEALTH AND SAFETY**

**12.01 HEALTH AND SAFETY COMMITTEE**

- (a) A Health and Safety (H&S) Committee—shall be established which is comprised of two (2) Union Representatives plus one (1) Shop Representative plus one (1) Office Representative for a total of four (4) plus the General Manager.

The General Manager, or their Management designate is an ex-officio member of the Committee.

The Committee shall meet at least once each month on paid time at the non-driving hourly rate.

The members of the Committee will establish the time, date, location, and agenda of these meetings by mutual agreement.

The agenda will be provided to the General Manager forty-eight (48) hours in advance of the meeting for approval.

The members of the Committee shall elect two (2) Co-chairpersons (or a Chairperson and a Secretary). Where one (1) of the Chairpersons is a Company member, the other shall be a Union member and vice-versa.

- (b) The Health & Safety Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with applicable government regulations.

Without limiting the generality of the foregoing, the Committee shall meet:

- (i) To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
- (ii) To consider and expeditiously deal with complaints relating to the health and safety of workers;
- (iii) To consult with workers and the Company on issues related to

occupational health and safety and occupational environment;

- (iv) To make recommendations to the Company and the workers for the improvement of the occupational health and safety and occupational environment of the workers;
  - (v) To make recommendations to the Company on educational programs promoting the health and safety of workers and compliance with the Occupational Health and Safety Regulations (OSHR) and to monitor their effectiveness;
  - (vi) To advise the Company on proposed changes to the workplace or the work process that may affect the health and safety of workers;
  - (vii) To ensure that accident investigations and regular inspections are carried out as required by the OHSR.
  - (viii) To participate in inspections, investigations and injury analysis as provided by the OHSR.
  - (ix) To carry out any other duties and functions prescribed by the OHSR and applicable legislation.
- (c) The necessary time spent by members of the Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid at the applicable average hourly rate in accordance with the terms of this Agreement.

Union Committee members shall be entitled, upon request, to meet for at least fifteen (15) minutes of paid caucus time paid at applicable average hourly rates prior to meeting with Company Representatives at each monthly Health & Safety Committee meeting.

- (d) Minutes will be kept of all matters discussed in the monthly Health & Safety Committee meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the Committee will be referenced in the minutes.
- (e) Minutes of Health and Safety Committee meetings, once approved, shall be signed by the Chairperson and Secretary, and shall be posted on the Health & Safety Bulletin Board and will be distributed to all H&S Committee members and Management staff. A copy of the minutes will also be sent to the Union Staff Representative upon posting.
- (f) Union staff and/or Union Health and Safety Advisors shall be permitted to attend Health and Safety Committee meetings at the request of any member of the Committee with voice but no vote without cost to Company.
- (g) Every injury or incident which involved or could have involved a worker going to a doctor or hospital must be investigated.

A Union OH&S Committee member and a Company OH&S Committee member shall promptly investigate the accident or incident.

The appropriate governmental inspection agency shall be notified immediately after the accident or incident.

Accident or incident investigation reports shall contain:

- (i) the place, date and time of the accident or incident;
- (ii) the names and job titles of persons injured, if applicable;
- (iii) the names of witnesses;
- (iv) a brief description of the accident or incident;
- (v) a statement of the sequence of events which preceded the accident or incident;
- (vi) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident or incident;
- (vii) recommended corrective actions to prevent similar occurrences;
- (viii) the names of the persons who investigated the accident or incident and their signatures.

#### **12.02 INJURED WORKER PROVISIONS**

- (a) Any employee who is injured at work and is required to consult a physician shall receive payment for the remainder of the shift ending on the day of the incident at their rate of pay for that shift.
- (b) Such employee shall be provided with transportation to a doctor or hospital if required only on the date that the injury was incurred. The Company shall bear the costs of any necessary transportation.

#### **12.03 FIRST AID ATTENDANTS**

- (a) A list of trained First Aid Attendants will be posted on all Company bulletin boards in each Department and a copy of the list will be sent to the Local Representative.  
  
The list of First Aid Attendants will be reviewed at least once each year to ensure adequate and up-to-date coverage.
- (b) When the Company directs an employee to take First Aid training, the Company will cover all costs associated with training including payment of wages at applicable average hourly rates, course fees, registration, and necessary materials.

#### **12.04 CONFIDENTIALITY**

The Company shall not reveal any health information in its possession concerning an employee to any third Party unless required by law or with the consent of the employee on each occasion the health information is requested.

#### **12.05 RIGHT TO REFUSE UNSAFE WORK**

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to their Supervisor or Company.

There shall be no loss of pay, seniority or benefits during the period of refusal. Employees who are paid wages or benefits under this section may be required by the Employer to repay those wages and benefits if it is determined after all avenues of redress have been exhausted by the employee who exercised rights under this section, that the employee exercised those rights knowing that no circumstances existed that would warrant it.

- (c) A Supervisor or Company receiving a report made under subsection (b) must immediately investigate the matter and:
  - (i) ensure that any unsafe condition is remedied without delay, or;
  - (ii) if in their opinion, the report is not valid, must inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Company must investigate the matter in the presence of the worker who made the report and in the presence of, and in the following order:
  - (i) a worker member of the Health & Safety Committee,
  - (ii) a worker who is selected by the Union representing the worker, or
  - (iii) any other reasonable available worker selected by the worker.
- (e) The Company shall ensure that no other employee is asked or permitted to perform the work of the employee who refused, unless the second employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or their designate and the refusing employee.
- (f) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor, or the Company, and the worker must immediately notify an Employment and Social Development Canada office to request that the office investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (g) No employee shall be discharged, penalized or disciplined for refusing to work on a job in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.
- (h) An employee may not refuse to use or operate a machine or thing, to work in a place or to perform an activity if the refusal puts the life, health or safety of another person directly in danger; or if the danger is a normal condition of employment.

## **12.06 PROPER TRAINING AND EDUCATION**

- (a) No employee shall be required to operate any piece of equipment or begin work unassisted in any classification until they have received proper training and instruction in accordance with applicable legislation and manufacturer's standards.

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.

- (b) 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 in addition to the Material Safety Data Sheets of all new substances and processes introduced in the operation at the time of implementation.
- (c) The Company will cover the course fees, registration, expenses, and wages at the non-driving rate, to a maximum of eight (8) hours, for each Health & Safety Committee member to attend one (1) day of mutually agreed safety training each year.

## **12.07 DUTY TO ACCOMMODATE**

- (a) The Company and the Union agree to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) The Company will discuss with the Union possible optional and reasonable arrangements to accommodate the return to work of an employee off as a result of an illness or injury.

All light duty, work hardening and/or trial programs, modified duties or accommodation arrangements will be set out in writing between the Company and the Union.

- (c) The Union agrees to consider modifying seniority, where necessary, and where it does not create an undue hardship to all Parties in order to accommodate said alternate or return to work arrangements.

## **12.08 NATIONAL DAY OF MOURNING**

April 28<sup>th</sup> will be observed in memory of workers killed or injured on the job. Observance will not disrupt continuous delivery of passenger service.

## **12.09 PROTECTIVE EQUIPMENT**

Employees whose work requires them to wear protective devices may obtain the following from the Company at no cost as required including but not limited to: eye protective devices (including prescription safety eyewear if required), safety vests, overalls, hearing protection, masks, and gloves.

## **12.10 EQUIPMENT AND WORKPLACE ENVIRONMENT STANDARDS**

Employees shall not operate any equipment which they consider to be in such condition as to endanger its safe operation.

Any such equipment will be repaired before being put back into service.

Seats in vehicles will be inspected and repaired and/or serviced on a regular basis.

### **12.11 RIGHT TO ACCOMPANY INSPECTOR**

The Union H&S Co-Chairperson or designate shall accompany a government inspector on an inspection tour related to Health and Safety upon request and if permitted by the inspector.

The Company will advise the Union H&S Co-Chairperson of all inspector visits as soon as it becomes aware of them.

### **12.12 ERGONOMIC REQUIREMENTS**

(a) The Health and Safety Committee will address ergonomic concerns and training on an ongoing basis. When an ergonomic concern is beyond the scope and/or expertise of the Committee members, appropriate external consultants shall be considered.

(b) The Health and Safety Committee will develop an ergonomics checklist which shall be considered in introduction of new processes and procedures.

### **12.13 IDENTIFIERS**

The Employer shall ensure that all identifiers shall be removed from all Company related material that could give personal information about an employee to the public; i.e. name tags will have first name and last initial only.

## **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

### **13.01 DAYS OFF**

Full-time drivers shall be permitted two (2) consecutive days off in a work week if desired. Days off shall be selected by seniority.

Drivers who do not request two (2) consecutive days off in a work week may be designated two (2) days off at the discretion of the Company.

No driver shall be permitted to work more hours or days than specified under the National Safety Code (NSC) and/or applicable provincial legislation.

### **13.02 PAY FOR ALL HOURS WORKED**

Drivers shall be paid for all hours worked from the time they report for duty including from the start of their pre-trip to the completion of their post-trip. This shall include any wait time.

There shall be no split shifts where the shift will end greater than twelve (12) hours from the start of the shift unless agreed to by the driver.

For drivers that have completed their trip in its entirety; on hourly rated trips, drivers paid hours are determined from the point that a trip is scheduled to start (or when it actually starts, whichever is earlier) until the time the trip is scheduled to clear (or when it actually clears, whichever is later).

This does not apply to multi-day or overnight trips.

This is often referred to as customer time. To that is added a shop/yard travel time that is flat rated, plus an additional fifteen (15) minute pre-trip and post-trip

allowance for paperwork. Additionally, there are scheduled flat rated trips that include shop/yard travel time and pre/post trip allowances. Where a pre or post trip inspection is not required of a driver that driver shall still receive fifteen (15) minutes pay for paperwork, once per day.

The shop travel times, and the flat rated trip schedules are reviewed and posted once every three (3) calendar months.

The Company agrees to post recommended schedules three (3) weeks in advance to allow for drivers recommendations for revision. The Company will not unreasonably refuse to adjust schedules so that they reflect as closely as possible actual average driving times.

Extraordinary circumstances that extend flat rated trips or shop travel time will be dealt with reasonably on a trip by trip basis with the intention to pay the driver for all hours worked.

Extraordinary circumstances that extend flat rated trips or shop travel time will be dealt with reasonably on a trip by trip basis with the intention to pay the driver for all hours worked.

### **13.03 MINIMUM DAILY PAY**

If a shift, or a portion of a shift is cancelled with less than twenty-four (24) hours' notice, and the driver has not yet reported for duty, the driver shall be paid three (3) hours pay. This Clause has no effect on cancellations prior to the official posting of work at 17:30 on any given day for work on the following day; even if the driver was given pre-posting information as a courtesy.

A driver who reports for duty shall receive a minimum of three (3) hours work or pay in lieu thereof.

### **13.04 MEAL AND REST PERIODS**

Drivers shall be permitted to take reasonable meal and rest periods at a suitable time during their work day based upon operational requirements.

The Company and the Union shall meet if either Party has concerns with meal and rest periods with the intention of reaching a resolution that allows for reasonable meal and rest periods.

For shifts totalling eight (8) hours or more there shall be a minimum of one (1) hour of meal and rest time provided for in each shift and such time shall be broken up into a minimum of three (3) separate periods.

The aforementioned periods shall be taken at times where there are natural breaks that occur in the course of a shift; i.e. stop overs, lay overs, customer meal breaks etc.

### **13.05 DEFINITION OF A DAY AND WORK WEEK**

- (a) A day for the purpose of this Agreement is any period of twenty-four (24) consecutive hours as set out in Section 166 of the Canada Labour Code.
- (b) A week for the purpose of this Agreement is the period between midnight on Saturday and midnight on the immediately following Saturday.



## **ARTICLE 14 –WORK SCHEDULING AND ASSIGNMENT**

### **14.01 DAYS OFF SIGN-UP**

A day off sign-up shall occur at least once every three (3) months, in which each driver shall select in order of seniority a pair of consecutive days off if desired.

Further day off sign-ups may occur between the sign ups, at the Company's discretion, provided that the conditions have changed to the extent that the current days off schedule is not practical.

There will be a minimum of two (2) weeks notice prior to any day-off sign up.

### **14.02 BLOCKING OF WORK**

All work shall be blocked into the maximum number of ten (10) hour blocks with any remaining work being blocked into the largest blocks possible (i.e. maximum number of nine (9) hour blocks, then maximum number of eight (8) hour blocks, etc.) to a minimum of three (3) hour blocks.

This does not necessarily apply to overnight or multi-day trips however it is understood that the Company will block these shifts into the longest segments possible.

### **14.03 DISPATCHING BY SENIORITY**

Drivers shall be assigned work by seniority pursuant to the following:

First - to Working full-time employees in order of seniority;

Second - to part-time employees in order of seniority;

Third- to casual employees in order of seniority;

Last - all other boards by hire date seniority and qualifications.

The following rules shall apply in the assignment of work:

(a) Drivers shall state their preferences with alternates by written proxy to the Dispatcher for the upcoming week not later than 17:00 hours on each Thursday if they desire to change their standing proxy for the following week starting on Tuesday. Preferences may include hourly rate category, length of day preferences, day or multi-day work.

(b) Proxies shall be specific. The words "earliest" or "latest" shall be understood to include all work except overnights, unless otherwise stated on the proxy.

(c) Drivers shall be permitted one (1) standing proxy which shall be kept on file in the dispatch office. In the event a driver fails to modify their standing proxy as set out in Article 14.03 (a), the driver's standing proxy shall be used for their preference of work.

Preferences may include hourly rate category, length of day preferences, day or multi-day work. Standing proxies may be changed with two (2) weeks written notice.

(d) Drivers who do not have a standing proxy on file and who fail to proxy on a weekly basis shall be assigned by the Dispatcher to work remaining after all other proxies are assigned.

- (e) Drivers who are unable to work thirty-two (32) hours in their work week, shall be permitted to proxy to work on their scheduled days off, with their regular seniority and if work is available to them, provided the extra work will not have the driver exceeding forty (40) hours in the work week. Such work shall be performed at straight time rates.
- (f) During their probation period, new drivers shall not have proxy rights, but shall have their work assigned to them by Dispatchers from among the remaining pieces of work after all work has been assigned in seniority order.
- (g) Any work availability due to a change in circumstances shall be offered by seniority.
- (h) In determining the assignment of work in line with status, seniority, and preferences, Dispatchers shall begin by assigning full-time workers their first preference from the top of the seniority list down before returning to the top of the seniority list and assigning work to full-time drivers based on their second choices, then third choices from the top of the list down, and so on.

Drivers who are assigned available work in accordance with their seniority and preferences shall be expected to perform the work unless out of hours or on leave, vacation, or day off.

Once all available work has been assigned to the maximum extent possible to full-time drivers, the process in Article 14.03 (g) shall repeat for part-time then casual workers with the exception that these workers are only expected to perform work in the day(s) and/or hour(s) that they have made themselves available.

- (i) Notwithstanding the forgoing, where a client instructs the Company that they have specific requirements for the assignment of a driver, the following requirements will be observed for the purposes of assigning work subject only to the following limitations:
  - Non-smoking driver
  - Specific language requirements

In any case where a customer specifically requests for a named driver, or, specifically requests that a driver not be assigned, that client must provide written reasons for both the requested assignment, or the requested prohibition.

Such written request must be specific setting out the reasons for the request, and all requests must be bona fide reasons for the waiver of the assignment of work based on seniority.

Any driver affected by such a customer request or prohibition, that driver has the right to appeal the decision pursuant to the grievance procedure.

#### **14.04 POSTING OF WORK**

After Dispatchers have assigned work pursuant to Article 14, the work schedule for the following day shall be posted in the drivers room by 1730 hours. Work shall be dispatched by phone and shall be posted in the drivers room by 17:30.

Where there is additional information such as detailed itineraries that are available in advance of a trip such as a multi-day trip, such additional information can be emailed to drivers as a convenience for those drivers who have email addresses.

#### **14.05 UNION ACCESS TO RECORDS**

The Union will be provided with all records related to blocking of work, proxies, and a dispatch summary of the assignment of work upon request.

#### **14.06 OVERNIGHT AND MULTI-DAY TRIPS**

- (a) Any driver who is unable to return to their home location due to circumstances beyond the Employer's control shall receive their normal earnings or a minimum of ten (10) hours pay for each day they are unable to return to their home location, whichever is greater.
- (b) Drivers who have the next day off cannot be forced, to work an overnight assignment if another driver is available. If all drivers available have the next day off, Company seniority shall prevail.
- (c) All drivers who are required to spend the night away from their home depot shall have their actual room rent expenses, at Employer approved places, paid for by the Employer.

When possible, the Employer shall provide for overnight parking for driver's personal vehicles when a driver is unexpectedly assigned to overnight at another location.

Parking shall be provided until the driver returns. Under no circumstance will the Company be responsible for employee's personal vehicles.

It is understood that employees park on Company property at their own risk and that they are responsible to secure and maintain insurance that they are satisfied will protect their own vehicles to their complete satisfaction.

- (d) Drivers working on overnight or multi-day trips shall be paid for all hours worked from the beginning of pre-trip to the end of the post-trip on the first day out and on the returning day.
- (e) Drivers working on overnight or multi-day trips in between the first day out and returning day shall be paid ten (10) hours per day regardless of hours worked.

It is understood that in no circumstance shall the driver be expected to drive for more than ten (10) hours without additional pay or to be available for hours greater than the maximums as set out in the National Safety Code (NSC) provisions and applicable legislation.

- (f) Notwithstanding 14.06 (e), if a driver is on a multiday and is required to take an NSC day off, they shall be paid for eight (8) hours.
- (g) In circumstances beyond the control of either the employee or the Employer where a driver works an extreme number of hours beyond what is contemplated above, and where those hours were not contemplated by either Party prior to the start of the trip in question, the employee can approach the Employer to seek additional compensation for those additional hours or portion thereof if appropriate.

The member may seek the assistance of the Union in acquiring such additional compensation.

- (h) All multi day trips exceeding four (4) days will be assigned forty-eight (48) hours in advance and shall be offered in seniority. Outlines of the proposed trip will be communicated to drivers before they are required to sign up for such trip.

## **ARTICLE 15 – GENERAL HOLIDAYS**

### **15.01 ELIGIBILITY FOR GENERAL HOLIDAYS**

An employee must be employed for a minimum of thirty (30) days in order to be eligible for General Holiday Pay.

### **15.02 GENERAL HOLIDAYS DEFINED**

- (a) Part-Time and Casual Employees

An employee shall, for each general holiday, be paid holiday pay equal to one twentieth (1/20<sup>th</sup>) of the wages that they earned in the four (4) week period immediately preceding the week in which the general holiday occurs.

- (b) Full-Time Employees

Full-time employees shall be paid eight (8) hours general holiday pay at the meeting non-driving rate of pay.

The general holidays are:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Any new statutory holiday enacted by the provincial or federal government shall be immediately recognized as a general holiday for all purposes of this Agreement.

### **15.03 EXACT DATES FOR HOLIDAYS**

Exact dates for holidays shall be as set out in Schedule "B" of this Agreement. Proposals to change these dates must be mutually agreed between the Company and the Stewards Committee and be ratified by a secret ballot of the members.

**15.04 PAYMENT FOR TIME WORKED ON A GENERAL HOLIDAY**

Employees may be required to work on the day declared as a general holiday. Employees who work on the day declared a holiday shall be paid at time and one-half (150%) of their regular rate of pay.

**15.05 GENERAL HOLIDAYS AND LEAVES**

An employee absent due to certified illness or injury shall be entitled to receive pay for a general holiday occurring during the first fourteen (14) days of such absence.

**15.06 HOLIDAY FALLING WITHIN EMPLOYEE'S VACATION**

Should a general holiday fall within an employee's vacation, such vacation period shall be extended by one (1) working day for each such general holiday. This does not apply to drivers on other approved leave.

**15.07 GENERAL HOLIDAYS AND LAYOFFS**

In the event of a layoff, employees laid off will be paid for any general holidays falling within fourteen (14) calendar days following the date of layoff.

**15.08 CALCULATION OF GENERAL HOLIDAY PAY AND NON-DRIVING RATE**

This non-driving hourly rate will be multiplied by eight (8) to determine the pay for the general holiday.

**15.09 BANKING OF GENERAL HOLIDAYS**

Full-time employees who have qualified for general holidays may elect to bank up to twenty (20) general holiday days. Once banked, the employees may book off up to ten (10) days per year.

These days may only be booked off between October 1 and April 30 in each year.

In booking banked general holidays priority shall be given to time being booked for annual vacation and the scheduling for general holidays will be conducted after the vacation scheduling process. In booking banked general holidays priority shall be given to time being booked for annual vacation and the scheduling for general holidays will be conducted after the vacation scheduling process. The process of selecting banked general holidays shall use the process as set out in Article 16.03.

Drivers must specify on their weekly timesheet that they wish to have the general holiday banked. Where an employee fails to specify, the general holiday shall be paid out in the pay period in which it was earned.

**ARTICLE 16 – VACATIONS**

**16.01 VACATION ENTITLEMENT**

Employees covered by this Agreement shall be entitled to vacation as follows:

- (a) Employees who have completed one (1) or more years of employment are entitled to two (2) weeks' vacation, with pay accrued at the rate of four (4) percent of gross earnings from the first day worked to the pay period prior to their 5<sup>th</sup> anniversary; thereafter,

- (b) Employees who have completed five (5) or more years of employment are entitled to three (3) weeks' vacation, with pay accrued at the rate of six (6) percent of gross earnings from the pay period of their 5<sup>th</sup> anniversary to the pay period prior to their 8<sup>th</sup> anniversary; thereafter,
- (c) Employees who have completed eight (8) or more years of employment are entitled to four (4) weeks' vacation, with pay accrued at the rate of eight (8) percent of gross earnings from the pay period of their 8<sup>th</sup> anniversary to the pay period prior to their 14<sup>th</sup> anniversary; thereafter,
- (d) Employees who have completed fourteen (14) or more years of employment are entitled to five (5) weeks' vacation, with pay accrued at the rate of ten (10) percent of gross earnings from the payroll of their 14<sup>th</sup> anniversary to the pay period prior to their 20<sup>th</sup> anniversary; thereafter,
- (e) Employees who have completed twenty (20) or more years of employment are entitled to six (6) weeks' vacation, with pay accrued at the rate of twelve (12) percent of gross earnings from the pay period of their 20<sup>th</sup> anniversary.

## 16.02 VACATION PAY

As at December 31<sup>st</sup> of each year, the Company will calculate the weekly vacation pay rate for each full-time employee. The Company, no later than January 15<sup>th</sup>, will advise each full-time employee of their:

- (a) Vacation pay accrued at December 31<sup>st</sup> and available for payout in the following year (as accrued in 16.01),
- (b) Vacation week time-off entitlement for the following year (as entitled in 16.01),
- (c) Weekly vacation pay rate for the following year calculated as: (Vacation Pay Accrued) ÷ (Vacation week time-off entitlement) = Weekly Vacation Pay Rate.

For clarity:

Scenario 1: An employee will be advised that they have \$2000 accrued at December 31<sup>st</sup> and two (2) weeks vacation eligibility in the following year, resulting in a weekly vacation pay rate of \$1000/week.

Scenario 2: An employee will be advised that they have \$2700 accrued at December 31<sup>st</sup> and effective June 30<sup>th</sup>; they will be eligible for three (3) weeks vacation [five (5) completed years of employment]. The employee will be eligible to take three (3) weeks of vacation at \$900/week but the third week must be taken after June 30<sup>th</sup> (anniversary date).

Full-time employees will receive their vacation pay (at the weekly vacation rate) at the time vacation is taken. Any employee whose employment with the Company is terminated shall receive vacation pay based on the percentages specified in Article 16.01 at the time of separation. This shall also apply to an employee laid off for a period of more than two (2) months.

Upon request employees may receive their vacation pay on the pay date prior to commencement of their vacation. Employees must request such payment in writing at least one (1) week prior to the pay day cut-off date.

Part-time and casual employees will have their vacation pay paid out on each paycheque. Part-time and casual employees may instead elect to have their vacation accrued and paid out at the end of each calendar year.

### **16.03 VACATION SCHEDULING**

- (a) Employees shall have preference in respect to bidding for annual vacations, within their Department and Classification, according to their seniority, provided they file applications before November 15<sup>th</sup> of each year for vacations to be taken during the following year.

The Company agrees to post the approved vacation schedule no later than October 1<sup>st</sup> in each calendar year and will provide a copy of this schedule to the Chief Shop Steward.

- (b) Employees who apply for vacation after November 15<sup>th</sup> shall have their vacation request approved in writing on a first-come, first-served basis within fourteen (14) calendar days of application.

If the employee does not receive a written response to their application within fourteen (14) calendar days, their request for a vacation will be deemed to have been approved.

- (c) The Company will use its best efforts based on bona-fide operational requirements to ensure that a reasonable number of employees are allowed to take a vacation at any one time. The Company reserves the right to limit the number of employees off on vacation at any one time.

The Company shall allow a minimum of two (2) employees per week, per board, and where applicable, per rotation, from June 1<sup>st</sup> to September 15<sup>th</sup> and from December 15<sup>th</sup> to and January 05<sup>th</sup>.

At the Employer's discretion more than two (2) employees may be granted time off where business permits.

If there are problems relating to continuous denials of vacation time off in a Company, the Company will advise the Union and a meeting will be convened to discuss the problem to canvass possible solutions. The Union may also request a meeting to discuss problems with employees getting vacation approved.

- (d) Vacations, once approved, cannot be changed except by mutual agreement.

### **16.04 VACATIONS TO BE TAKEN BY DECEMBER 31<sup>ST</sup>**

- (a) All vacation time must be scheduled at a time to be mutually agreed upon by the Company and the employee on or before the thirty-first (31<sup>st</sup>) day of December in each and every year.

- (b) Employees may request that up to two (2) weeks of their vacations be banked to be taken no later than the end of the following calendar year.

Such requests shall not be unreasonably denied. Banking may not be used to stack banked holidays end to end with current entitlement. Stacking may be allowed subject to operational requirements.

## **ARTICLE 17 – PAYMENT OF WAGES**

### **17.01 PAY PERIODS DEFINED**

Each pay period shall be two (2) weeks, starting on a Sunday morning and ending on a Saturday night.

### **17.02 DIRECT DEPOSIT**

The pay cheques shall be directly deposited to the employees' accounts no later than the Friday following the end of the pay period by 12.01 A.M.

### **17.03 DEDUCTIONS**

Except those required by law, deductions from any employee's wages shall be made only with the written authorization of the employee.

### **17.04 PAY STATEMENTS**

Pay statements will include all information required by Federal and Provincial Statutes.

## **ARTICLE 18 – BENEFITS**

### **18.01 HEALTH AND WELFARE PLAN**

All full-time employees will be covered under the Health and Welfare Plan as provided by the Company benefit provider.

- Life Insurance – Increase to \$50,000 as of the 1<sup>st</sup> month of month following ratification, \$75,000 as of May 1<sup>st</sup>, 2020 (notwithstanding carriers age reduction).
- AD&D
- Extended Health
- Dental – Increase to \$2000/yr. basic and major combined as of May 1<sup>st</sup>, 2019
- Vision Care - \$250/24 mos. as of May 1<sup>st</sup>, 2019
- Employee and Family Assistance Program

### **18.02 BENEFIT PREMIUMS**

- (a) Employees who have attained full-time status shall have one hundred percent (100%) of their premiums paid by the Employer while they maintain full-time status.

Where an employee is not able to maintain their full-time status as set out in Article 9.06 and 9.07, then they shall have their premiums continued for three (3) full months after they fail to maintain the requisite number of hours.

At the end of the three (3) months as set out above, the employee shall have the option of continuing to pay their own premiums at their own expense until they once again re-qualify for full-time status but not for a



period of longer than nine (9) months. This option ends immediately if employment is severed. To be eligible for this self-pay option the employee must continue to make himself/herself available for full-time work.

- (b) The Company shall continue coverage and remit full health and welfare premiums during any training and/or approved leaves (with the exception of personal leaves) up to a maximum of six (6) months per instance.
- (c) When an employee is off work due to layoff, benefits shall continue and premiums shall be remitted by the Company for three (3) months after the month in which they are laid off.
- (d) A laid off employee may choose to pay the complete premium to maintain coverage on the extended health plan after the expiry of the three (3) months if still unemployed to a maximum of one (1) calendar year. At the end of three (3) months as set out above, the employee shall have the option of continuing to pay their own premiums at their own expense until the employee has not worked for a period of twelve (12) months, at which point the employee loses seniority per 9.04(c). This option ends immediately if employment is severed.

### **18.03 BENEFITS MAINTAINED**

- (a) The benefits set out and referenced by this Article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement between the Union and the Company.
- (b) The Employer will provide to the employee a Health and Welfare Benefit Plan providing coverage as indicated in this Agreement.

The employee's entitlement will always be subject to the terms and conditions of the Plans and Policies, and any issues with respect to entitlement or payment of benefits under the Program or Plan will be governed by the terms of such documents, or policies, establishing the benefit in issue.

The Employer's liability is strictly limited to arranging for the Plans and paying its share of the applicable premiums per this Agreement. The Employer is not liable for any failure of coverage by a third party for any reason.

## **ARTICLE 19 – MEAL EXPENSES**

### **19.01 MEAL EXPENSE ELIGIBILITY**

Any driver spending a night away from their home depot on Company business shall have a meal allowance paid for each meal required up to a maximum of three (3) meals per day.

### **19.02 MEAL ALLOWANCES**

The meal allowances shall be paid at the following rates:

Breakfast: \$10.00                      Lunch: \$15.00                      Dinner: \$20.00

The meal allowances will be provided as follows:

Day	Time Period	Entitlement
Departure Day	Start at the yard/overnight accommodation prior to 4:30 a.m.	Breakfast
	Start at the yard/overnight accommodation after 4:30 a.m. and prior to noon.	Lunch & Dinner
	Start at the yard/overnight accommodation after noon	Dinner
Middle Days		Breakfast, Lunch & Dinner
Return Day	Clear at the yard/overnight accommodation prior to noon	Breakfast Only
	Clear at the yard/overnight accommodation prior to 6:00 p.m.	Breakfast & Lunch Only
	Clear at the yard/overnight accommodation after 6:00 p.m.	Breakfast, Lunch & Dinner

Meal allowances will be paid in U.S. funds where the trip takes place in the United States.

**19.03 UNUSUAL CIRCUMSTANCES**

If, through circumstances beyond their control, drivers are required to pay more than any of the established meal allowances, the Employer may reimburse them such additional amount incurred upon production of receipts covering such meals.

**ARTICLE 20 – LEGAL COSTS**

**20.01 LEGAL COSTS**

When a driver carries out operating procedures required by the Employer, and as a result is charged with a traffic violation, the Employer shall pay costs involved; i.e. legal costs, loss of pay, and fines.

Under no circumstance will the Company require the driver to perform a procedure that would result in moving violation, or any violation in contravention of the National Safety Code. In such cases, the Company will not pay legal costs, loss of pay, or fines.

**20.02 OBLIGATION OF THE DRIVER**

This shall in no way remove the obligation of a driver to make every effort to operate in a safe and legal manner.

**20.03 COURT APPEARANCES**

Each driver who must appear in court on a Company related matter on their day off shall be paid a minimum of two (2) hours to a maximum of eight (8) hours pay and at no loss of pay on a regular day of work.

## **ARTICLE 21 – UNIFORMS**

### **21.01 UNIFORMS**

The Employer shall pay the cost of the uniforms. The Employer shall pay any legitimate cost with regard to damage to uniforms through fair wear and tear in the course of duty. Replacement of jackets, ties and pants shall be every twenty-four (24) months or on proof of need. Shirts will be replaced on proof of need.

- (i) For full-time drivers an issue uniform shall consist of:
- one spring (1) jacket,
  - one (1) winter jacket with warm liner,
  - two (2) pairs of pants,
  - six (6) shirts (long or short sleeved),
  - two (2) neck ties,
  - one (1) hat,
  - two (2) Company summer (Canada Day to Labour Day) issue golf shirts for (multi-day and school bus drivers only).
- (ii) For part-time and casual drivers an issue uniform shall consist of:
- one spring (1) jacket,
  - two (2) pairs of pants,
  - three (3) long sleeved shirts or three (3) short sleeved shirts as requested,
  - two (2) neck ties,
  - one (1) hat,
  - A warm winter jacket may be authorized if needed for work performed in the cooler climate.

Full-time employees shall receive a minimum of five (5) new shirts per year of the driver's choice (choice of long vs. short sleeve).

Golf shirts may only be worn by multi-day drivers during deadheads when there will be no contact with customers.

### **21.02 CHANGES IN THE UNIFORM**

The Employer agrees to discuss in advance with the Shop Stewards Committee any changes in uniform cut, quality, or workmanship.

### **21.03 CLEANING ALLOWANCE**

Each driver shall receive a uniform cleaning allowance after completing ten (10) working days by submitting a voucher with dates worked clearly listed on the voucher and shall be reimbursed up to a maximum of ten dollars (\$10.00) upon presentation of receipts for the same period.

### **21.04 APPEARANCE**

Since drivers are authorized to conduct Company business directly with the public, the Parties agree that drivers shall at all times preserve a high level of appearance and deportment during working hours. Employees shall report for work neat and clean, wearing full uniform as issued or that part of their uniform that would be governed by seasonal weather conditions.

## **21.05 UNION PINS**

Union pins can be displayed on the employee's uniform.

## **ARTICLE 22 – TRAINING**

### **22.01 TRAINING PROGRAMS**

- (a) Drivers shall be trained to be capable of doing all the work currently being performed from the depot.
- (b) The Company will pay the full cost, plus travel and living expenses for any formal training program that the Company directs an employee to take. In addition, the employee will be paid at their average hourly rate for the time involved.

## **ARTICLE 23 – GENERAL**

### **23.01 PAYMENT FOR MEETINGS**

An employee who is required to attend a meeting on Company business shall be paid at the non-driving rate of pay or the wage rate they work at, whichever is lower, as set out in Schedule A - Wage Table.

Where meetings take place before or after an employee's shift, they shall be paid at the non-driving rate or the wage rate they work at, whichever is lower, for all time spent in the meeting.

Employees called into meetings on their day(s) off shall be paid at the non-driving rate for all time spent in the meeting with a minimum of two (2) hours pay.

### **23.02 MEDICAL CERTIFICATION FOR DRIVERS**

All full-time drivers who are required as a condition of employment and continued employment as a driver to pass a medical examination as specified by ICBC will have the cost of these medical examinations reimbursed by the Company to a maximum of one hundred and twenty-five dollars (\$125.00) per required examination.

### **23.03 GRATUITIES AND SERVICE CHARGES**

When the Employer collects or receives service charges/gratuities and/or luggage/baggage charges, they will be handled in the following manner:

- (a) The amount billed or received from the customer will be paid to the employee(s) who performed the trip(s). These amounts shall be paid out on a monthly basis no later than the end of the following month when the funds are received.
- (b) The Employer will allow the Shop Stewards to review, in the presence of a Management Representative, the actual invoice(s) for the trip(s) in question if requested.

It is understood that this information will remain confidential and is only for the purposes of verifying that the provisions of the Collective Agreement are being applied.

- (c) For YYJ vehicles and drivers only, the Employer shall supply a sign for the driver to use at their own discretion and the sign shall read; "Gratuities Gratefully Accepted". The sign's dimensions shall be five (5) inches by eleven (11) inches with a legible font that shall fit a large majority of the page.

Any gratuity received directly from the customer is the property of the employee.

#### **23.04 CASH SHORTAGES**

Unless negligence is established, employees cannot be held responsible for cash shortages.

The Employer must substantiate any discipline for perceived negligence handling cash.

#### **23.05 COMMUNICATION DEVICES**

- (a) No employee shall be required to use their personal cell phone for Company business.

- (b) The Company shall provide all full-time drivers with a Company paid communication device within ninety (90) days of ratification and such devices will include the ability to communicate verbally with Dispatch.

Private use of the Company cell phone is strictly prohibited except for emergency purposes or where pre-arranged with the Company.

#### **23.06 DUTIES**

All drivers shall be responsible for their vehicles when performing their work. These responsibilities shall include, but not be limited to, checking all fluid levels, limited interior and exterior cleaning and delivery to a depot or maintenance facility.

### **ARTICLE 24 – WAGE ADMINISTRATION**

#### **24.01 WAGE RATES AND CLASSIFICATIONS DEFINED**

The classification, job descriptions, and wage rates are as shown in Schedule "A".

### **ARTICLE 25 – YYJ AIRPORTER SHUTTLE**

#### **25.01 COVERAGE**

Article 25 will cover all matters with respect to YYJ airport shuttle drivers that are not covered in the rest of the Collective Agreement. Any matter contained in Article 25 may modify the body of the Collective Agreement but only for YYJ shuttle drivers and only where specified in this Article. Otherwise, the Collective Agreement applies to all YYJ shuttle drivers.

#### **25.02 YYJ BOARD**

A separate YYJ board shall be maintained for the purposes of workers signing this service.

### **25.03 SIGN UP**

On or up to two (2) weeks before November 1<sup>st</sup> of each year, the Employer shall confirm with each YYJ driver that they want to continue to remain on the YYJ board.

Should a YYJ driver wish to convert to the Victoria board, they shall do so in writing and shall be subject to the conversion provisions of Article 9.08(d).

Should the YYJ driver sign onto the YYJ board, that commitment is in place for one (1) full year as such they shall not be able to convert to the Victoria board until the following November.

Where a YYJ driver converts to the Victoria board, that driver shall advise the Employer whether they intend to become a part-time or a casual driver and shall be subject to all the provisions of Article 9 Seniority, and Article 14 - Work Scheduling and Assignment (of work).

### **25.04 VACANCIES**

Where a vacancy occurs on the YYJ board, the Employer shall post a vacancy advising all Victoria board drivers that a vacancy is available. The position shall be awarded to the most senior Victoria board driver who is qualified to perform the work.

Once filled, the successful Victoria board driver shall assume the bottom seniority spot on the YYJ board. Once converted, the (former) Victoria board driver must remain on the YYJ board for a minimum of one (1) year or the November first sign-up period, whichever occurs later.

### **25.05 LAY-OFF**

In the event of a layoff in the YYJ section, YYJ drivers shall have the right to bump onto the Victoria board at the time the lay-off occurs, and the YYJ driver shall assume their place on the part-time or casual seniority list based on their hire date. They shall be able to claim work for which they are qualified and able to perform.

### **25.06 SHIFTS**

- (a) YYJ shifts and work assignments shall be signed for in six (6) month periods of April 1 to September 30, and October 1 to March 31 of each year, except as otherwise mutually agreed to by the Union and the Employer.
- (b) The Employer has until April 15 and October 15 of each year to implement the new shift or work assignment.
- (c) Notwithstanding points (a) and (b) above, any change in requirements by YYJ may cause a rebid prior to the completion of the designated bid period.

### **25.07 DUTIES**

- (a) YYJ drivers may be directed to assist in positioning of equipment and servicing of equipment and they shall also be required to load/unload luggage, perform ticket sales and wear uniforms.
- (b) YYJ drivers shall be responsible for their vehicles when performing YYJ work. These responsibilities shall include, but not be limited to, maintaining

all fluid levels, fuelling, limited interior and exterior cleaning and delivery to a depot or maintenance facility.

**25.08 HEALTH AND WELFARE BENEFITS**

Full-time YYJ drivers shall be eligible to participate in the Health and Benefit Plan as provided for in the Collective Agreement.

All YYJ drivers shall be subject to the same qualification and eligibility rules as contained in Article 9 and Article 18 of the Collective Agreement.

**ARTICLE 26 – TERM OF AGREEMENT**

**26.01 TERM OF AGREEMENT**

This Agreement shall be made effective from May 1, 2022 until October 31, 2023 and thereafter year to year subject to written notice by either Party in accordance with the federal statutes to commence collective bargaining. This Agreement will remain in full force and effect during the period when negotiations are being conducted until the Parties enter into a renewal Agreement unless the Union commences a legal strike or the Company commences a legal lockout.

**SCHEDULE A – WAGE RATES**

The Parties agree on the establishment of a rate and classification schedule with such schedule forming a part of the Collective Agreement as follows:

<b>Type of Work</b>	<b>Sept. 28, 2021</b>	<b><u>May 1, 2022</u></b>
Coach	\$24.42	<u>\$27.35</u>
Mini-Coach	\$24.42	<u>\$27.35</u>
School Bus/Van	<u>\$21.00</u>	<u>\$23.52</u>
Commentary Premium (add to appropriate rate)	+\$2.40	<u>Eliminated</u>
Pub Crawls	\$21.15	<u>Eliminated</u>
Non-Driving Rate	\$22.25	<u>\$22.25</u>
Airport Shuttle Rate	\$17.32	<u>\$19.40</u>
Training Rate (% of appropriate rate of job & equipment being trained on) & Company General meeting rate (% of the non-driving rate or regular rate whichever is lower)	70%	<u>70%</u>

No wage rate can go below minimum wage.

Amend all applicable clauses throughout C.A. to read "non-driving rate or the wage rate they work at, whichever is lower", or add a general clause stating when and where non-driving rate applies.

Employees assigned to train other employees shall receive one dollar (\$1.00)/hr. on top of their regular rate for all hours spent training. Employees assigned as Trainers shall be at the Employer's discretion.

**Meals**

As provided for in Article 19.02 of the Collective Agreement.

**Flat Rated Trips**

To be paid only for those trips and only at the rates in effect as of May 1, 2018 and thereafter as modified by Article 13.02.

**Shop / Travel Times**

To be paid only for those trips and only at the rates in effect as of May 1, 2018 and thereafter as modified by Article 13.02.



**SCHEDULE B – GENERAL HOLIDAY DATES**

<b>Holiday</b>	<b>2021</b>	<b><u>2022</u></b>	<b><u>2023</u></b>
New Year's Day	Friday, January 1	<u>Saturday January 1</u>	<u>Sunday January 1</u>
Family Day	Monday, February 15	<u>Monday February 21</u>	<u>Monday February 20</u>
Good Friday	Friday, April 2	<u>Friday April 15</u>	<u>Friday April 7</u>
Victoria Day	Monday, May 24	<u>Monday May 23</u>	<u>Monday May 22</u>
Canada Day	Thursday, July 1	<u>Friday July 1</u>	<u>Saturday July 1</u>
B.C. Day	Monday, August 2	<u>Monday August 1</u>	<u>Monday August 7</u>
Labour Day	Monday, September 6	<u>Monday September 5</u>	<u>Monday September 4</u>
<u>Truth &amp; Reconciliation Day</u>	<u>Thursday September 30</u>	<u>Friday September 30</u>	<u>Saturday September 30</u>
Thanksgiving Day	Monday, October 11	<u>Monday October 10</u>	<u>Monday October 9</u>
Remembrance Day	Thursday, November 11	<u>Friday November 11</u>	<u>Saturday November 11</u>
Christmas Day	Saturday, December 25	<u>Sunday December 25</u>	<u>Monday December 25</u>
Boxing Day	Sunday, December 26	<u>Monday December 26</u>	<u>Tuesday December 26</u>

**SIGNATURES**

Agreed to this 20<sup>th</sup> day of April, 2022, in the City of Victoria, British Columbia.

For the Employer:  
Wilson's Transportation Ltd.

For the Union:  
Unifor Local 114

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John Wilson  
CEO

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Brock De Fields  
Unit Chairperson

---

Joe Jansen  
Executive VP & General Manager

---

Dave Boros  
Local 114 Staff Representative

---

Craig Carefoot  
Controller

---

Mark Misic  
Local 114 Staff Representative

---

Ben Williams  
National Representative