

| | | | |
|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 01 | 11 | 84 |
| TERM. | 31 | 10 | 87 |
| No. OF EMPLOYEES | 72 | | |
| NOMBRE D'EMPLOYÉS | | | |

COLLECTIVE AGREEMENT

BETWEEN:

GREY GOOSE BUS LINES LTD.
(hereinafter called "the Company"),

OF THE FIRST PART,

- and -

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS,
(hereinafter called "the Union"),

OF THE SECOND PART.

Relating to Wages and Working
Conditions of the employees in
the following division:

BUS OPERATORS

EFFECTIVE: NOVEMBER 1, 1984

EXPIRES : OCTOBER 31, 1987

0373701

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WHEREAS it is the intent and purpose of the Union and the Company to further harmonious industrial relationships between the Company and those employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "Continuous Operation" - The Company's operations are based on a continuous operation and will be governed according to the regulations set out in the Canada Labour Code.
- 1.2 "Day" and "Month" - A "Day" as used in this Agreement shall mean a calendar day of twenty-four (24) hours commencing at Midnight and ending at midnight 24 hours thereafter.
- 1.3 A "Week" as used in this Agreement shall mean a calendar week of seven (7) calendar days commencing at midnight on Sunday and ending at midnight, Sunday, seven (7) calendar days thereafter.
- 1.4 A "Month" as used in this Agreement shall mean a calendar month.
- 1.5 "Available" and "Qualified" - Available or available for service shall mean that an operator is promptly available by local telephone, or has made some arrangement with his Supervisor as to when he can be promptly located and notified when he is needed. Qualified or qualified for service shall mean that an operator has had proper rest, knows the assignment for which he is required and eligible and has the necessary licenses required to drive the assignment.
- 1.6 "Length of Service" - Length of service shall mean actual driving service with the Company. Absence due to layoff or leave without pay exclusive of assigned days off which do not exceed a total of fifteen (15) days while an employee is in a six-month increment period or a total of thirty (30) Days while an employee is in a twelve-month increment period will be disregarded in calculating length of service for pay administration only.
- 1.7 "Employee" and "Employees" - Any employee of the Company classified as Bus Operators and engaged in the operation of the Company's vehicle in the Dominion of Canada.

- 1.8 "Bus Operator" and "Bus Operators" - Any full-time employee of the Company classified as Bus Operator and engaged in the operation of the Company's vehicle in the Dominion of Canada.
- 1.9 "Bus Operator" and "Bus Operator" - means any driver.
- 1.10 Where the male gender **is** used in the Agreement, **it** will be understood to include the female gender.
- 1.11 "EXTRA Board Bus Operator", **part-time/casual** - means a Bus Operator **who is** assigned work **as** a Bus Operator, that no regular or Spare Board Bus Operator **is** available for.

ARTICLE 2 - RECOGNITION

- 2.1 The Union is hereby recognized by the Company as the sole collective bargaining agent for all of its employees classified as Bus Operators, and the Company hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in **any** and all matters affecting hours of labour, wages and working conditions, or matters involving the interpretation of this Agreement.
- 2.2 It **is** not the intent of this Agreement to include matters of Management herein and the Company reserves to itself the management, conduct and control of the operation of the business, including, but not limited to, the determination of the type, kind, make and size of equipment used by it, and when, how and where such equipment shall be used, the prescribing of all rules and regulations necessary for the safe, proper and sound conduct of its business, the number of employees employed by it and their qualifications and other pertinent and related matters, provided that such are not in conflict with the terms of this Agreement. It is further agreed that each employee shall faithfully, honestly and willingly serve the Company to the best of his ability and exercise his best efforts in the promotion of the Company's interests, and shall not engage in other employment.
- 2.3 Bulletin Boards. The Union will be allotted space for its general use on its Company Bulletin Boards.

ARTICLE 3 - UNION DUES DEDUCTION

- 3.1 The Company agrees to deduct Union dues in the amount certified by the Union to be proper, from the pay of each employee, and forward such dues monthly together with a list showing from whom the deductions were made to the National Secretary-Treasurer of the Union. The said deductions shall be made from the mid-month pay cheque. Every employee who is now or hereafter becomes a member of the

3.1 continued

Union shall maintain his membership as a condition of employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment.

3.2 The Company agrees to deduct union dues from the wages (which is in the amount of \$100.00 per month) of each part-time Bus Operator who performs work under the provisions of Article 6, Sub-Article 6.2, in the amount specified in Sub-Article 3.1. The said Union dues deductions and remittance will be made in accordance with Article 3.1.

ARTICLE 4 - SERVICE LETTERS

4.1 Employees who have been in service one (1) year or more, and who leave the service will, upon request, be promptly furnished a service letter stating the time and character of service while in the employment of the Company.

ARTICLE 5 - SENIORITY

5.1 Employees on probation will not acquire seniority until such time as they are accepted as permanent employees at which time their seniority will date back to the commencement of probation.

5.2 Seniority shall date from the time the employee first entered the service of the Company and any Company that has been taken over by the Company shall receive one year's seniority for each four years' seniority with the former Company for seniority purposes. Maximum years allowed to be four (4) years, providing in either case it is not broken for any of the following reasons:

- (a) dismissal for just cause;
- (b) voluntary termination;
- (c) continuous lay-off for a period in excess of twelve (12) months;
- (d) failure to report to work after the termination of a leave of absence;
- (e) failure to report to work within seven (7) days after being notified to report to work after a lay-off;
- (f) absence without prior authority;
- (g) unless in (d), (e) and (f) above, the employee can give a satisfactory reason for such failure to report for work within the time prescribed.

- 5.3 All seniority rosters in effect the date of this Agreement shall be regarded as correct, indisputable errors excepted. Any protest with respect to seniority rosters must be made within thirty (30) days from the date of posting of rosters will stand correct, indisputable errors excepted.
- 5.4 Seniority lists of all Bus Operators, according to classification shall be posted in the Bus Operator's Room at all times, and a copy of the seniority list: will be forwarded to the Union *representative. Such seniority lists shall be posted quarterly each year and copies will be furnished to the President, the Local Chairman, and the Financial Secretary-Treasurer of the Local.
- 5.5 Leave of absence may be granted for personal purposes but not for other employment.
- 5.6 on Initial Employment. The initial employment of every person shall be on a probationary basis for a period of six (6) months. This shall not apply to part-time employees who shall not be deemed to earn seniority or acquire welfare benefits; but shall be covered by other benefits of this Agreement.
- 5.7 On Promotion or Transfer. An employee promoted to or assigned to a supervisory or other position by the Company, or of their own choosing, shall retain and accumulate seniority in the unit in which the employee last held seniority for a period of twelve (12) months from the date of such promotion or assignment. Continuing beyond the probationary period, all seniority in the former position or department will be calculated on a basis of one year for four (4) years held in former position, based on a minimum of six (6) months.

ARTICLE 6 - SPARE BOARD

- 6.1 The Company shall establish and maintain Spare Boards, at such points as it may designate and may change or eliminate them as the necessity of the service requires.
- 6.2 All additional work shall be performed by Spare Board Operators. Regular or part-time Operators may only be used for additional work when there are no Spare Board Operators available and qualified (See Article 1, Section 5
- 6.3 Opposite regular Bus Operator shall have first option to drive an open trip on his run, subject to Article 6.2.
- 6.4 Bus Operators who bid and operate from the Spare Board will familiarize themselves with all regular runs.
- 6.5 The Company will provide route cards to Bus Operators outlining the operation of the particular runs.

ARTICLE 7 - EXERCISE OF SENIORITY

- 7.1 A Bus Operator may exercise his seniority under any of the following conditions:
- (a) ~~When~~ general bids for assignments are posted;
 - (b) ~~When~~ vacancies exist between general bids;
 - (c) ~~When~~ his assignment is no longer available due to absolute curtailment of service;
 - (d) ~~When~~ regular assignments are so changed that working conditions are materially changed, those runs affected shall be cancelled and new assignments advertised for bid. The following will be considered material changes:
 - 1. change of origin or destination of run;
 - 2. change of more than one hour of schedule departure or arrival time;
 - 3. change of run resulting in difference of \$10.00 (ten) or more in one pay period; and
 - 4. change of day or days off ~~ox~~ the number thereof.
 - (e) Should any of the above conditions come about, then within one week the operator must inform the Company of his desire to bid the run of his choice according to his seniority and such run will be allotted to him and all other runs will be subject to 8.4 and 8.5.

A driver failing to exercise his seniority rights within the time limits of the above condition, unless prevented by sickness or some other approved cause, such as tour charters or Leave of absence, shall place himself on the Spare Board. The driver being bumped shall be notified by the Company 48 hours in advance before the run is awarded to the senior driver.

ARTICLE 8 - GENERAL BIDS

- 8.1 (a) There will be three General Bids advertised each year for regular assignments and Spare Board assignments on the first day of January; first day of May; and first day of September in each year, for a period of seven (7) days, after which all Bus Operators shall have the right, privilege and obligation to bid on such assignments and positions in order of seniority. The change-over for the new assignments will take place on February 1st; June 1st; and October 1st, of each year. The General Bid shall not make any reference to extra work.
- (b) The Company undertakes to provide a satisfactory Letter of Understanding to be signed by both parties which will outline the number of drivers on the specified runs to reflect approximately 1400 - 1500 miles per week accommodating seasonal run adjustments.

- 8.2 When the "General Bids" for regular assignments and "Spare Board Positions" have been advertised as above provided, the "Master Bid Sheet" shall immediately be presented to the Operators in seniority order, by the proper Company Official.
- 8.3 Bus Operators must not trade runs except when they receive permission from their Supervisor. Neither shall the Spare Board Operators trade positions on the Spare Board, except as above provided.
- 8.4 When a run becomes vacant, notice of the vacancy shall be posted within seven (7) days after the vacancy occurs.
- Should there be no bids submitted, the junior Bus Operator operating from the Spare Board may be assigned if qualified. This section of Article 8.4 shall also apply to Article 8.1.
- 8.5 Within one week of such posting, the senior employee applying therefor shall be awarded the run and all other runs shall be re-allocated according to seniority.
- 8.6 Notification for charters shall be eight (8) hours in advance.
- 8.7 Bus Operators are to have eight (8) hours rest between trips except that a Bus Operator who has not already worked eight (8) hours on the day in question may accept an overload trip in addition to his regular work, provided he has been notified in advance.
- 8.8 As much as possible, the Company will try to equalize mileage and time off for Bus Operators on the Spare Board.
- 8.9 Bus Operators living at the end of a run cannot be bumped, but shall give Management thirty (30) days notice before General Bid if BUS Operator intends to bid off the run.
- 8.10 A regular BUS Operator who wishes to perform additional work shall submit his name to his Dispatcher or Supervisor that he will be available for this additional work.
- 8.11 Regular Bus Operators shall be available for extra work.
- 8.12 Notification of availability for extra work for all regular Bus Operators on a regular run shall be eight (8) hours in advance. When a Bus Operator is instructed by the proper Company Officer to be available by telephone for standby at home, the said Bus Operator shall be paid at the standby rates as outlined in Article 16.5 for each such request.

- 8.13** Operational Change Affecting General Bids:
When any **major** operational changes are to be introduced, the Company will give the Union 90 days' notice to allow the parties to discuss **the** effects of the **operational** change which requires Bus Operators to relocate.

ARTICLE 9 - UNIFORMS

- 9.1** The cost of uniforms shall be borne equally by the Company and a Bus Operator as follows:-
- (a) The first uniform shall be paid for by the Bus Operator, but 50% of the price of the first uniform shall be paid to the Bus Operator by the Company, if and when through sufficient length of service his first uniform needs to be replaced.
 - (b) When the company decides that a uniform needs to be replaced, **the cost of the new uniform** will be paid as follows:-
 - 50% by the Bus Operator
 - 50% by the Company
 - (c) A uniform will consist of jacket or coat; two pair of slacks; a cap; regulation tie; and two shirts. (Shirts two per year.) The cost of one shirt per year will be paid by the Company.
 - (d) The Company will seek the Union's advice and comments on uniforms material, style and colour.
 - (e) Bus Operators wearing regulation uniforms, a long or short sleeved shirt may be worn. When a long sleeve shirt is worn, cuffs and collar will be buttoned and regulation uniform tie will be properly worn. When wearing short-sleeve shirt with jacket or coat, shirt collars will be buttoned and regulation uniform tie will be worn. When wearing short-sleeve shirts without jacket or coat, the collar will be buttoned and a regulation tie will be worn. Caps will be worn at all bus depots when loading and unloading.
 - (f) Between the period of June 15th and September 15th, open-neck shirts will be allowed as regular uniform and Bus Operators will wear a Tee-Shirt (color and style as specified by the Company) as an under-garment.
 - (g) Bus Operators who have reached five (5) years of service shall be allowed a credit of 25% for each six-month period of uniform wear over and above two years per uniform.

9.1 continued

(h) A Bus Operator who soils his uniform during the changing of a tire or the performance of mechanical repairs to the bus while enroute will be reimbursed by the Company for the actual cost of the cleaning of the uniform on submission of the cleaning bill.

9.2 When a Bus Operator leaves the employment of the Company, the Company will purchase his uniform from him at a price equal to 50% of its value at that time.

ARTICLE 10 - BADGES

10.1 Badges will be supplied free to Bus Operators, except that each Bus Operator will pay the cost of replacing any badge lost or damaged by him.

ARTICLE 11 - DAMAGE TO EQUIPMENT

11.1 It shall be the responsibility of the Bus Operator to contact and report to Management when a bus appears to be unsafe or not in proper mechanical condition, before it is taken out on any trip or when it is returned to the garage.

MANITOBA HOSPITAL COMMISSION COVERAGE

ARTICLE 12 - AND OTHER PROVINCIAL HOSPITAL COVERAGE

12.1 The Company will pay one-half the cost of hospital care for employees home based in other provinces.

12.2 The company will pay the cost of United Health Insurance (ambulance and semi-private room) and the cost for employees home based in other provinces.

12.3 The Company will pay half the cost of the Medicare coverage for all employees home based in other provinces.

ARTICLE 13 - GROUP INSURANCE AND PENSION

13.1 Each employee shall be covered by a Group Insurance and Pension Plan, on completion of his probationary period as follows:

Employees Group Benefits and Pension Plan

(a) Group Life - payable for death by any cause.

(b) Accidental Death and Dismemberment - 24 hour coverage - payable on death caused by accident, either at or away from work.

13.1 continued

| <u>Effective July 1, 1980</u> | <u>Life Insurance</u> | <u>Accidental Death & Dismemberment</u> |
|-------------------------------|-----------------------|---|
| All employees | \$25,000.00 | \$25,000.00 |

Accident and dismemberment benefits payable as per table in employee's policy. The Company will pay 100% of the premiums of the Life Insurance and the Accidental Death and Dismemberment.

- (c) The present coverage for Weekly Sickness Indemnity Benefit payable at \$250.00 per week for either sickness or injury not compensable by Workers Compensation laws of the Province, payable from the first day of accident or hospitalization and from the third day of sickness payable for 15 weeks, shall remain in effect until October 31, 1985; and the premiums will remain to be paid at 50% by the employee and 50% by the Company.

Effective November 1, 1985, Weekly Sickness Indemnity Benefits payable at \$300.00 per week for either sickness or injury not compensable by Workers Compensation laws of the Province, shall be payable from the first day of accident and/or hospitalization and from the third day of sickness, payable for 15 weeks. The premiums to be paid by the Bus Operator shall be \$8.75 per month for this coverage for the duration of the Agreement.

13.2 Group Pension Plan - The Plan provides a minimum guarantee at 7½% interest. Each employee will contribute 2½% of his salary, with the Company matching these contributions in cash.

Vesting provisions for the Pension Plan:

- (a) The vesting provisions will be 20% of the Company's portion at the end of the 5th year; 20% of the Company's portion at the end of the 6th year; 20% of the Company's portion at the end of the 7th year; and 20% of the Company's portion at the end of the 8th year; and 20% of the Company's portion at the end of the 9th year.
- (b) In the event of a death, both the employee's and the employer's contribution plus all accrued interest vest immediately and fully to the beneficiary.
- (c) For employees who do not qualify because of age under Sub-Section "A" at retirement, i.e., age 65, all monies, both employees' and employers', and all accrued interest vest immediately and unconditionally with the employee, unless the employee decides to continue working, in which case the money will vest at his actual retirement age.
- (d) For additional information, refer to your Employee Group Insurance Booklet and Pension Plan Booklet.

13.3 The company will provide United Health Insurance Plan (Ambulance and Semi-Private Room) and the premiums for the Plan shall be paid 100% by the Company on the month following ratification.

- 13.4 (a) Dental Service Plan - Effective November 1, 1978, the Company shall provide a Dental Service Plan to cover each married employee and his dependants, and single employees for Dental Services. The Dental Plan will provide no less benefit than the Manitoba Blue Cross Dental Service Plan "B", and Dental Service Plan "C" with the coverage at 100% of Plan "B" and 50% of Plan "C". Coverage for both Plans will be based on the prevailing Dental Association fee schedule. The employee's portion of the monthly premiums for the Dental Plan will be a maximum of \$10.00 per month for a married employee and his dependants, and \$4.00 per month maximum for single employees.
- (b) Effective November 1, 1986, the coverage will be \$750.00/annum (year) for each individual employee and individual dependent as defined in 13.4 (a) of this Agreement; and effective November 1, 1986, the premiums will be shared on the basis of the Company paying 75%, and the employee paying 25% per month. Coverage for both Plans will be based on the prevailing Dental Association fee schedule.
- 13.5 The Company shall provide all of the necessary application forms for the employees for the above-named Plans, and it shall be the company's responsibility to administer and see to it that the forms for the above-named Plans are properly completed by the employee and processed with all of the carriers involved.

ARTICLE 14 - ANNUAL VACATIONS

- 14.1 All matters concerning annual vacations shall be governed by the Canada Labour (Standards) Code with the following variations. All employees shall be entitled to the following vacation with pay.
- 14.2 All Bus Operators will submit their choice for vacation dates in the month of February and the Company will post the allotted vacation dates by the end of February. Should any Bus Operator not submit a vacation date, the vacation dates for such Bus Operators will be made by the Company.
- 14.3 An employee on completing one (1) year of employment with the Company, shall be entitled to two (2) weeks' vacation and shall receive as vacation pay an amount equivalent to 4% of such employee's gross earnings in the previous year.
- 14.4 Effective November 1, 1983, an employee completing four (4) years of employment with the Company shall be entitled to three (3) weeks' vacation and shall receive as vacation pay an amount equivalent to 6% of such employee's gross earnings in the previous year.
- 14.5 Effective November 1, 1982, an employee on completing fourteen (14) years of employment shall be entitled to four (4) weeks' vacation and shall receive as vacation pay an amount equivalent to 8% of such employee's gross earnings in the previous year.
- 14.6 Effective November 1, 1982, an employee on completing nineteen (19) years of employment with the Company shall be entitled to five (5) weeks' vacation and shall receive as vacation pay an amount equivalent to 10% of such employee's gross earnings in the previous year.

- 14.7 Where one or more general holidays occur during a vacation granted to an employee pursuant to this Agreement, the employer shall pay to the employee in addition to the vacation pay the wages to which the employee is entitled for those general holidays.
- 14.8 During the vacation year, an employee who becomes entitled to additional vacation as provided for herein, shall be allotted the additional week vacation at a time suitable to him and the Company. This mutual arrangement will not conflict with the choices of other employees' vacation dates. The vacation pay for such additional weeks vacation will be in accordance with the above entitlement under the service years.
- 14.9 An employee in his first year of employment, and qualifying for two (2) weeks vacation with pay, shall be paid 4% of his gross earnings of his first twelve months of employment. Thereafter, vacation pay will be determined from the gross earnings shown on the employee's income tax T-4 slip.
- 14.10 An employee who ceases employment for any reason at a time when an unused period of vacation with pay stands to his credit, shall be paid such vacation pay on his gross earnings computed by the percentage he is entitled to in accordance with his service years.

EXAMPLE

Years of Service for vacation purposes.
Use your own anniversary date.

| | | | |
|-------------|---------------------------|--|--|
| June 1/79 | Commenced work | | |
| June 1/80 | | 1 yr. service = 2 weeks vacation @ 4% | |
| June 1/81 | | 2 yrs. service = 2 weeks vacation @ 4% | |
| June 1/82 | | 3 yrs. service = 2 weeks vacation @ 4% | |
| June 1/83 | (Eff. Nov. 1/83 to 6%) | 4 yrs. service = 2 weeks vacation @ 4% | |
| June 1/84 | (Eff. Nov. 1/83 - 4 yrs.) | 5 yrs. service = 3 weeks vacation @ 6% | |
| June 1/85 | | 6 yrs. service = 3 weeks vacation @ 6% | |
| June 1/86 | | 7 yrs. service = 3 weeks vacation @ 6% | |
| June 1/87 | | 8 yrs. service = 3 weeks vacation @ 6% | |
| June 1/88 | | 9 yrs. service = 3 weeks vacation @ 6% | |
| June 1/89 | | 10 yrs. service = 3 weeks vacation @ 6% | |
| June 1/90 | | 11 yrs. service = 3 weeks vacation @ 6% | |
| June 1/91 | | 12 yrs. service = 3 weeks vacation @ 6% | |
| June 1/92 | | 13 yrs. service = 3 weeks vacation @ 6% | |
| June 1/93 | (Eff. Nov. 1/82) | 14 yrs. service = 4 weeks vacation @ 8% | |
| June 1/94 | | 15 yrs. service = 4 weeks vacation @ 8% | |
| June 1/95 | | 16 yrs. service = 4 weeks vacation @ 8% | |
| June 1/96 | | 17 yrs. service = 4 weeks vacation @ 8% | |
| June 1/97 | | 18 yrs. service = 4 weeks vacation @ 8% | |
| June 1/98 | (Eff. Nov. 1/82) | 19 yrs. service = 5 weeks vacation @ 10% | |
| June 1/99 | | 20 yrs. service = 5 weeks vacation @ 10% | |
| June 1/2000 | | 21 yrs. service = 5 weeks vacation @ 10% | |

ARTICLE 15 - GENERAL HOLIDAYS

- 15.1 "General Holiday" means New Years Day, **Good Friday**, **Victoria Day**, **Dominion Day**, **Labour Day**, **Thanksgiving Day**, **Remembrance Day**, **Christmas Day** and **Boxing Day**.
- 15.2 Subject to Article 15.3, when a General Holiday falls on a day that **is** a non-working day for an **employee**, he shall be paid as provided for under Article 15.5.
- 15.3 Article 15.2 **does** not apply to an **employee** who is not entitled to wages for **at** least fifteen (15) days during the thirty (30) calendar days **immediately** preceding the General Holiday or who did not report for work on the General Holiday after having been called to work **on** that day, or who **is** in his first thirty (30) days of **employment** with the Company.

Qualifying period of fifteen (15) days for General Holidays will be reduced to fourteen (14) days effective November 1, 1981.
- 15.4 An employee who is required to work on a General Holiday shall be paid **his** regular rate **of** wages for that work, but **if** he has **been** in the employment of **the** Company for **more** than 30 days, he shall be paid as provided under Article 15.5.
- 15.5 Holiday pay will be calculated on the basis **of** the Bus Operator's **gross** earnings for **his** two previous pay periods prior to the holiday, divided by the **number** of days worked.
- 15.6 For the purpose **of** overtime, when a General Holiday falls within the 13 week averaging period, the allotted 520 hours will be reduced by eight (8) hours per General Holiday.

ARTICLE 16 - WAGES

- 16.1 Subject to the other provisions of this Article, the rates of wages of Bus Operators shall be as follows:

(a) Regular Run Rates (cents/mile):

| <u>Employee Length of Service</u> <u>Anniversary Date</u> | <u>Nov. 1</u> <u>1984</u> | <u>Nov. 1</u> <u>1985</u> | <u>May 1</u> <u>1986</u> | <u>Nov. 1</u> <u>1986</u> | <u>May 1</u> <u>1987</u> |
|--|------------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| For 0 - 6 months | 29.00 | 29.00 | 29.00 | 29.00 | 29.00 |
| 7 - 16 months | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 |
| 17 - 24 months | 35.50 | 36.00 | 36.25 | 36.25 | 36.25 |
| 25 - 36 months | 37.50 | 38.00 | 38.25 | 38.25 | 38.25 |
| 37 months and over | 39.50 | 40.00 | 40.50 | 41.00 | 41.50 |



16.1 continued

(b) Charter Rates and Overloads (cents/mile) :

| <u>Employee Length of Service</u> <u>Anniversary Date</u> | <u>June 1</u> <u>1985</u> |
|--|------------------------------|
| For 0 - 6 months | 29.00 |
| 7 - 16 months | 33.00 |
| 17 - 24 months | 35.50 |
| 25 - 36 months | 37.50 |
| 37 months and over | 39.50 |

(c) Deadhead Rates:

Effective November 1, 1985, the deadhead mileage rate will be paid on the basis of 80% of the regular mileage rates.

(d) Effective on the first day of the month, 1983, following ratification, the cushioning miles to be paid on the basis of 13¢ per mile, plus overnight lodgings on charters as provided for in Article 16.2; effective November 1, 1983, cushioning miles to be paid at 14¢ per mile; and effective May 1, 1984, cushioning miles to be paid at 15¢ per mile.

(e) Effective on the first day of the month, 1983, following ratification, cushioning on regular runs to be paid on the basis of 13¢ per mile, plus lodgings; effective November 1, 1983, cushioning miles on regular runs will be paid at 14¢ per mile; and effective May 1, 1984, cushioning miles on regular runs will be paid at 15¢ per mile.

(f) Students on Spare Boards to be paid one-way cushion mileage plus lodgings.

16.2 *β*

The rates of wages for ^{TOURS} charters shall be the same rates as regular miles, but in addition the Bus Operator will be paid an allowance equal to out-of-pocket expenses except for meals. ^{10.30} Overnight Charters will be based on an average minimum of 250 miles per day at regular rate of pay. The allowance per day to be calculated on a 24-hour day and every 6 hours in addition will be calculated proportionately.

a) + b) will reflect charters and Tours.

BD

16.3

Effective on the date of ratification, the minimum wages for city charters shall be \$8.75 per hour and \$17.50 per trip with a two (2) hour minimum. All charters will be calculated as starting from the garage; returning a charter shall be considered as one trip. Effective May 1, 1983, the above hourly rates will read \$9.15 and \$18.30; effective November 1, 1983, will be \$9.45 and \$38.90; effective May 1, 1984, \$9.75 and \$19.50.

AC

16.4 (a) Running Late :

Effective on the date of ratification, where a Bus Operator on a regular run is more than one hour late, he will be paid in addition to his regular run, mileage at the hourly rate in effect under Sub-Article 16.15 calculated no less than every 15 minutes.

- (b) "Running Late" will be defined as -- running late between the Bus Operator's departure and arrival time of his particular bid run or route.
- (c) Where conditions are beyond the control of the Bus Operator, such as road, weather or equipment on his bid or assigned work, he will be paid for eight (8) hours out of any twenty-four (24) hour period layover, except where the Bus Operator is responsible for the bus and/or bus or passengers, he will be paid for all hours on duty.

Regular Bus Operators on cancelled runs held at away-from-home shall be paid eight (8) hours for each twenty-four (24) hour period.

The hourly rate paid for the above two layover conditions will be in accordance with Sub-Article 16.15.

Regular Bids Bus Operators held away from home terminal on lay-over of 24 hours or more shall be paid up to eight (8) hours out of any 24-hour period at \$6.00 per hour. The present runs are:

Flin Flon V.I.P.
Thompson Day
Gainsborough

and any other runs which require this lay-over.

The provisions of this Article dealing with lay-over of \$6.00 per hour will not apply to Spare Board Bus Operators.

- (d) The Company will endeavour to notify every Bus Operator affected by a late arrival, departure or connection. When this is not done, the Bus Operator will be paid as outlined in (a). The exception may be a "standby" call as outlined in 16.5.
- (e) The Company shall assume the cost of the transportation cost for the Bus Operator on chartered runs who have to travel one-half mile or more to and from the storage place of the bus or garage to the hotel.
- (f) Bus Operators on charters, or tours who perform side trips during a lay-over period shall be paid for the mileage involved for such side trips.

- 16.5 Effective upon ratification, a Bus Operator shall be entitled to the **sum** of \$11.75 for each two-hour standby at the Depot and effective May 1, 1983, the above standby rate will be \$12.00; effective November 1, 1983, \$12.50; and effective May 1, 1984, \$13.00.
- 16.6 The Bus Operator shall be paid by the hour in respect to tire changes and mechanical repairs while enroute. The applicable hourly rates are outlined in Sub-Article 16.15.
- 16.7 For Bus Operators employed up to three and a half years, their wives and immediate dependents are required to pay half fare on all Company lines. Bus Operators employed over three and a half years, their wives and immediate dependents will be granted free passes over all Company lines at all times.
- 16.8 A Bus Operator who lives in a country town where a run terminates, shall receive additional remuneration of twenty (\$20.00) dollars per month.
- 16.9 (a) Averaging of Overtime:
Regular and Spare Board operators shall be guaranteed 1,200 miles per week with one calendar day off per week averaged over a 13-week period.

The allowable hours for the 13 week averaging period will be 520 hours. The 13-week averaging period will begin on October 25, 1975, and every 13 weeks thereafter. The hours worked in excess of the 520 allowed hours shall be paid as follows: Number of hours worked over the allowed 520 hours x 45 miles x 1½ the mileage rate.

For the purpose of computing time worked by an employee during the 13-week averaging time, shall be counted from 0001 hours on the first day and the period until midnight of the last day of the same period.
- 16.9 (b) For the purpose of computing hours for overtime for Bus Operators who are assigned on U.S. charters and tours, time shall be computed on the basis of the total miles of the charter or tour divided by 50 miles.
- 16.9 (c) For the purpose of computing hours for overtime for Bus Operators who are assigned on Canadian charters and tours, time shall be computed on the basis of the total miles of the charter or tour divided by 60 miles.

(b) and (c) shall be subject to change in accordance with speed limits as set out in the regulations by the governments concerned. Subject to mutual agreement, the terms of this contract will apply to regular runs.

16.10 Cost of Living Adjustment Provision:

The wage rates outlined in Article 16.1 shall be adjusted upward on May 1, 1986 and May 1, 1987, based on the percentage increase in the Consumer Price Index as released by Statistics Canada as follows:

- (a) The first adjustment of 75% of any amount in excess of 10% shall be applied on the adjusted wage rates on May 1, 1986. The percentage amount of the 12-month period from May 1, 1985, to April 30, 1986, shall be determined from the April 1985 C.P.I., 1981 base of 126.2.
- (b) The second adjustment of 75% of any amount in excess of ~~20%~~ shall be applied on the adjusted wage rates on May 1, 1987. The percentage amount of the 24-month period from May 1, 1985, to April 30, 1987, shall be determined from the April 1985 C.P.I., 1981 base of 126.2.
- (c) The COLA clause outlined above shall have a corresponding cap of 13%, and ~~16.8%~~ with a maximum value of 2%.

(a)

(b)

16.11 The parties agree that the rates of pay for Bus Operators as set out in this revised Agreement shall be compensable in full for all time on duty including service time and shall consist of and include loading and unloading, driving coaches between depots and storage points, checking and taking over coaches at division or other points, collecting tickets, handling baggage, express and mail, signing way-bills or other necessary forms, making out and turning in reports; and any other work in connection with the trip which comes within the drivers vocation. Service time shall cover all work required by an operator before and after his assignment or trip.

16.12 That the time that the Bus Operators are engaged in loading and unloading at the terminals be not more than thirty (30) minutes at the beginning and thirty (30) minutes at the end of the trip. The half hour loading time shall be added to the Bus Operator's driving time per trip.

16.13 When a question arises that the mileage on a route is not proper, the question of the mileage log will be handled by the Local Chairman and his Committee with the proper Company Officers to determine the question of the proper mileage for such route. Failing agreement, the question will be dealt with under the provisions of Article 20.

16.14 Effective November 1, 1978 - Bereavement Leave. Upon death of an employee's spouse, child, parent, father-in-law, mother-in-law, sister or brother, the employee shall be granted three (3) work days bereavement leave without loss of pay, in accordance with the regulations of the Canada Labour code. The pay shall be the amount the Bus Operator would earn for the three (3) days.

16.15 All hourly rates shown in the Articles of the Collective Agreement will be \$10.00 effective November 1, 1985; \$10.25 effective November 1, 1986; and \$10.50 effective May 1, 1987, per hour.

The Bus Operators, during the probationary period, will be paid \$8.75 per hour for the duration of the Agreement.

The standby rate will be \$13.00 within the duration of the Agreement.

16.16 The method of payment for short charters of 100 miles or less will be paid on the hourly rate or the mileage rate, whichever is greater.

ARTICLE 17 - NOTICE OF TERMINATION OF EMPLOYMENT

17.1 An employee who wishes to terminate his employment with the Company shall give the Company at least one (1) week's notice in writing of the date in which his employment is to terminate or forfeit one (1) week's pay.

17.2 In the event of layoff, employees shall be laid off in reverse order of their seniority, the junior employee first, and the Company shall give at least one (1) week's notice to employees who are to be laid off or pay one (1) week's regular wages to the said employee.

17.3 Employees shall be recalled in the order of their seniority where the jobs become available, and the Company shall give notice of recall by telephone and confirm by registered mail to the last recorded address of the employee. The employee shall keep the Company advised at all times of his current address, and give the Local Chairman a copy of his change of address. The employee shall return to work within seven (7) days from the time that he receives his registered Notice of Recall unless on reasonable grounds he is unable to do so.

Laid-off employees recalled under the terms of this Article who fail to report for duty or give satisfactory reasons for not doing so (doctor's certificate or other satisfactory evidence), shall be considered as having resigned from the Company and shall forfeit their seniority rights.

17.4 The Company will supply the Local Chairman with copies of the said layoff notice and recall.

ARTICLE 18 - NO OTHER EMPLOYMENT OR OCCUPATION

18.1 Regular Bus Operators and Spare Board Operators shall not engage in any other business, occupation or employment, whether on a part-time basis or otherwise and whether as a self-employed person or as an employee.

ARTICLE 19 - DISMISSAL AND REPRIMAND

19.1 No employee except employees on probation as provided for in Article 5 hereof, shall be disciplined or dismissed without having a fair and impartial hearing by the proper officer of the Company within 14 calendar days of the alleged incident, or 14 days from when the company is made aware of the alleged incident. The Company shall notify the employee in writing of the alleged charges against him, the date, time and place of the hearing. The Company shall render its decision in writing within 14 calendar days from the date of the hearing. Should the employee not be satisfied with the Company's decision, his complaint shall be handled in writing under Step 2 of Article 20.

19.2 Except to the extent reasonably necessary for the good conduct of business, no driver is to be reprimanded in the presence of other employees.

The Bus Operator will not contradict the Company Officer in the presence of the public.

19.3 In emergency cases in which the Company believes that the safety of the public is endangered or in cases of alleged mishandling of revenue, dismissal is permissible pending a hearing under Article 19.1.

19.4 On matters arising out of Sub-Article 19.1, affecting an employee, the Company will make available to the Union Representative and the Local Officers, the personal record of any Bus Operator if requested by the employee.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

20.1 The grievance procedure shall apply to matters covered by this Agreement or any supplementary Agreement.

20.2 Neither party of this Agreement shall cause a suspension of work because of a dispute or grievance until an earnest effort has been made to settle such a dispute or grievance in accordance with the following procedure.

Any complaint raised by employees concerning the interpretation or alleged violation of this Agreement, or that they have been unjustly dealt with shall be handled in the following manner:

20.2 continued

Step 1: Within seven (7) calendar days from the cause of the grievance or complaint, the employee and/or the Local Chairman may present the grievance or complaint in writing to the proper Company Officer who will render his decision in writing as soon as possible, but in any case, within seven (7) calendar days of receipt of the grievance.

Step 2: Within fourteen (14) calendar days of receiving the Company's decision under Step 1, the Representative of the Brotherhood may appeal in writing to the President of the Company. A written decision will be rendered by the President to the Company Representative within fourteen (14) calendar days of receiving the appeal.

20.3 In the event that the President or his delegate does not give a decision satisfactory to the Union, or does not render a decision within the fourteen (14) calendar days prescribed above, the Union shall notify the Board of Directors, and, if so requested, shall meet the Union to discuss the grievance and shall render its decision in writing within fourteen (14) days of receiving written notification of the grievance.

20.4 Failing satisfactory settlement in Steps 1 or 2 of Article 20.2, the time limits of the grievance procedure and arbitration article may be mutually extended, providing that a request is made in writing by either party, to allow the Union Representative and the President or his Representative to further discuss the grievance before applying for arbitration.

20.5 In the event a dispute arises between the parties which cannot be settled under the above procedure as to the application, interpretation or administration of this Agreement, the disciplining of employees, including any other matter affecting the welfare of the employees, including any question as to whether a matter is arbitrable or whether an allegation is made that the Agreement has been violated, there shall be no work stoppage or lockout because of such difference or allegation, but either party may, after exhausting the above procedure, notify the other party in writing of its desire to submit such dispute to final and binding arbitration within fifteen (15) days of receipt of the decision of the Board of Directors.

Such notice shall contain the name of the party's appointee to an Arbitration Board. The party receiving such notice shall within five (5) days notify the other party of the name of its appointee to such Arbitration Board. The two appointees so selected shall within five (5) days meet and name the third member or Chairman of the Board. In the event the recipient of the notice fails to appoint its arbitrator, or if the two appointees fail to agree upon the Chairman within the time limit, the appointment shall be made by the Minister of Labour for the Province of Manitoba.

20.5 continued

Following the appointment of the Chairman, the Board shall notify the parties of the time and place of the hearing of the dispute, which shall be held within ten (10) days of the appointment of the Chairman. The Arbitration Board shall hear all relevant facts pertaining to the dispute and shall render its decision within ten (10) days of the completion of the hearing. The decision of the majority shall be the decision of the Arbitration Board and such decision shall be final and binding upon the parties.

In the event the dispute involved the dismissal or suspension, or an employee is judged to have been unfairly treated, he shall be reinstated in his original position with the Company, and shall be reimbursed for such lost time as determined by the Board. Each party shall bear the expenses of its own arbitrator and the expenses of the Chairman shall be equally borne by the parties hereto. Any of the time limits mentioned in this section may be extended by mutual consent of both parties.

- 20.6 In the event of the absence of the authorized agent or agents of the Company at any step, it shall be permissible to immediately proceed with the next higher step of the foregoing procedure.
- 20.7 After receiving the Company's answer at any step in this procedure, if the Union has not given notice of intention to advance the grievance to the next step within fourteen (14) calendar days, the matter shall be deemed to be settled on the basis of the Company's reply.
- 20.8 The Union shall promptly notify the Company of the personnel of its Grievance Committee and of any change in personnel, and the Company shall notify the Union of the names of the officials of the Company referred to herein.
- 20.9 In the discussion of grievances with representatives of the Company, the Grievance Committee may at any time be accompanied by a Representative of the Union.
- 20.10 As far as practicable, all grievances will be dealt with during regular working hours without loss of earnings.

ARTICLE 21 - MISCELLANEOUS

- 21.1 Bus operators shall not be expected to load or unload excess weighing over one hundred (100) pounds per article without assistance.
- 21.2 The Company will provide at no cost to the Bus Operator, a clean comfortable room when a Bus Operator is away from home on duty.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 This Agreement shall be effective from November 1, 1984, and remain in effect until October 31, 1987, and thereafter until revised or superseded by a new Agreement.

It is further agreed by the parties that it shall be automatically renewed for a similar period and so on upon failure of one of the parties to give a written notice to the other party within a period which shall not be more than ninety (90) days, or less than thirty (30) days prior to the expiration of the Collective Agreement.

SIGNED at Winnipeg, in Manitoba, this 4th day of November 1985.

(Manitoba)

FOR: GREY GOOSE BUS LINES LTD.

FOR: CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

B. M. Thiessen
B. M. Thiessen

R. M. Cerilli
A. Cerilli

J. M. Giesbrecht
J. M. Giesbrecht

L. Collins
L. Collins

at Giesbrecht
per B. M. Thiessen

Local President
Robert R. Wood
Local Chairman

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PENSION

PTIC OF THE PLAN

EFFECTIVE DATE:

The effective date of the Plan was April 1, 1974.

ELIGIBILITY :

All full-time regular employees and bus drivers employed on the effective date were eligible to join the Plan at that time. After the effective date, all full-time regular employees and bus drivers are eligible to join the Plan once they have attained age 18 and have completed three months of continuous service for regular employees and six months of continuous service for bus drivers.

To join the Plan it is necessary to sign an enrollment card.

RETIREMENT DATE :

Your normal retirement date will be the first day of the month coinciding with or next following your 65th birthday. You may retire at any time within the ten year period preceding your normal retirement date of any time following your normal retirement date but not later than your 70th birthday.

BASIC CONTRIBUTIONS:

You will contribute 2½% of your regular earnings by payroll deduction and the Company will contribute a matching amount to the Plan on your behalf.

All contributions to the Plan will cease at your normal retirement date.

Since your contributions to the Plan are tax deductible, your income tax will be reduced while you are a member of the Plan.

ADDITIONAL VOLUNTARY CONTRIBUTIONS:

You may contribute in excess of your basic required contributions by payroll deduction but not more than the maximum amount allowed as a tax deduction under the terms of the Income Tax Act.

INTEREST:

Your contributions and those of the Company paid on your behalf will be credited to an account established in your name. Interest will be credited to your account at a minimum guarantee at 7½% interest.

AMOUNT OF PENSION PAYMENT:

The amount of your monthly pension at retirement will be the amount which your account will purchase when applied to purchase an annuity on the date you retire.

FORM OF PENSION PAYMENT:

Normally your pension will be payable monthly commencing on your normal retirement date and continuing for your lifetime. However, should you die before 120 monthly payments have been received, the payments will be continued to your beneficiary until 120 monthly payments in all have been made.

You may elect an optional form of payment at your retirement date involving a guaranteed period of longer or shorter than 120 months or a pension payable for the lifetime of you and your spouse or any other form of pension permitted by the Income Tax Act.

Example:

The following table illustrates the monthly contributions, accumulated contributions, and pension at retirement for an employee earning \$10,000 per year. For illustrative purposes current group annuity purchase rates in effect at the time that this booklet was printed were used for converting the account into pension at retirement. The table shows the normal form of pension guaranteed for 120 months and it assumes a male employee. The pension would be slightly reduced for a female employee since purchase rates are higher for females, reflecting the longer expected lifetime after retirement for females.

| Age | Monthly Contributions | | Total Contributions to age 65 | | Total Contributions Accumulated with Interest @ 7½% to age 65 | Projected Monthly Pension at age 65 |
|-----|-----------------------|----------|-------------------------------|----------|---|-------------------------------------|
| | Employee | Employer | Employee | Employer | | |
| 35 | \$ 20.83 | \$ 20.83 | \$ 7,500 | \$ 7,500 | \$ 53,454 | \$ 541 |
| 45 | 20.83 | 20.83 | 5,000 | 5,000 | 22,387 | 226 |
| 55 | 20.83 | 20.83 | 2,500 | 2,500 | 7,313 | 73 |

BENEFIT ON TERMINATION OF SERVICE:

If you leave the service of the Company before completing 10 years of service and attaining age 45, you may elect to receive either:

1. A cash payment of your own contributions accumulated with interest plus the vested portion of the Company contributions accumulated with interests or
2. A pension payable at retirement which can be purchased by your own contributions accumulated with interest plus the vested portion of the Company contributions accumulated with interest. The percentage used in this calculation will be determined from the following table based on completed years of service.

| Completed Years of Service | Vested Portion of Company Contribution |
|----------------------------|--|
| Less than 5 | nil |
| 5 | 50% |
| 6 | 60% |
| 7 | 70% |
| 8 | 80% |
| 9 | 90% |
| 10 | 100% |

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If you leave the service of the Company after attaining your 45th birthday and completing 10 years of service, provincial pension laws require that you receive a pension at retirement which can be provided by the accumulation of your contributions and the contributions of the Company paid on your behalf. Provincial pension laws do permit the election of a cash payment in lieu of a portion of this pension up to a maximum cash payment of:

1. 25% of your basic contributions accumulated with interest; and
2. 25% of the Company contributions accumulated with interest; and
3. 100% of the accumulated value of any additional contributions you may have made to the Plan.

This Provincial pension law applies only to contributions made after January 1, 1967, in Alberta, after January 1, 1969, in Saskatchewan, and after July 1, 1976, in Manitoba.

Upon termination of service, if you elect or become entitled to a pension benefit payable at retirement, you will be provided with a written statement describing your benefit.

DEATH BENEFIT:

If you die before pension payments commence, your beneficiary will receive your own contributions plus the Company contributions accumulated with interest.

ANNUAL STATEMENTS:

Shortly after the end of each calendar year you will be provided with a statement which will show the amount of your contributions and the Company contributions credited to your account during the previous year, the interest earned on your account during the previous year, and the accumulated amount with interest of your contributions and the Company's contributions to the end of the previous year.

In addition, the Manitoba Pension Benefits Act requires that each employee be provided within nine months of the end of each plan year, with an annual statement showing the total of all employee contributions made to the Plan in the last plan year and the corresponding total employer contributions.

PENSION PLAN DOCUMENTS :

This booklet provides a brief summary of the more important provisions of the Pension Plan. If any of the provisions of the Plan are amended this booklet will be updated promptly. The following official documents shall be available for inspection or extracts from the plan administrator or at the offices of the Manitoba Pension Commission:

1. the pension plan document and all amendments;
2. the annual information return;
3. an abstract of the latest actuarial valuation, which provides information such as the pension fund actuarial surplus or actuarial deficit, if any;
4. the latest financial statements.

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