

SOURCE	Co.		
EFF.	95	01	01
TERM	96	12	31
No. OF EMPLOYEES	12		
NOMBRE D'EMPLOYÉS	12		

AGREEMENT

BETWEEN

**GREYHOUND CANADA TRANSPORTATION CORPORATION
CALGARY, ALBERTA, CANADA**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,
LOCAL 378**

EFFECTIVE DATE: January 1, 1995

EXPIRY DATE: December 31, 1996

03745(04)

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GENERAL CLAUSE

Entered into by and between Greyhound Canada Transportation Corp., their successors and assigns, hereinafter called the ~~Party of the First Part~~, and Office and Professional Employees' International Union, Local 378, hereinafter called the "Union", Party of the ~~Second Part~~.

The purpose of the Agreement is to maintain an harmonious relationship between the Company and employees; to define clearly the hours of work, rate of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

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Article 1 - Union Security and Recognition

- 1.01 (a) This agreement shall apply to and be **biding upon all** employees of the **Company** described in a Certificate **issued** to the Union by the **Canada** Labour Relations Board on the 16th day of **April**, 1974, and which are a "unit of employees of Greyhound Canada Transportation Corp., comprising employees of Greyhound Canada Transportation Corp., employed in British Columbia and **classified as** Operations Supervisors," or such other classification or job titles **as** may be **established by** the Company to cover the **job** duties and functions of Operations supervisors.
- (b) The Company will recognize individuals and/or employees elected, appointed, and/or designated by the Union **as** its **qualified officers, Councillors, Job** Stewards and/or representatives. The Union **will notify** the Company in writing **as** to who are the elected representatives of the Union **authorized** by the Union to discuss **and**, wherever possible, resolve problems **arising** out of this Agreement.
- 1.02 Where the **masculine** pronoun is **used** in **this** Agreement, it shall mean **and** include the feminine pronoun where the context **so** requires.
- 1.03 Where the time periods are specified in days, weeks, **months** or **years**, and the context does not otherwise provide, the Agreement **shall** be taken to **mean** the calendar period.
- 1.04 Unless **agreed** to by the **Job** Steward, duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees **except** pursuant to 4.04 (b) or in emergencies, or in the **absence or unavailability** of regular employees,
- 1.05 **Unless** **agreed** to by the Union, the **Company** will not contract out work normally performed by employees within **the** bargaining unit which will result in **any** displacement of **such** employees. For the length of this agreement existing **contracts and** arrangements shall be exempt from **this** Clause.

Article 2 - No Discrimination

2.01 Neither the **Union** nor the **Company**, in carrying out their obligations under this *Agreement* shall discriminate in matters of hiring, **training**, promotion, transfix, layoff, discharge or discipline or in any other way because of race, colour, *creed*, national origin, age, sex or marital status.

Article 3 - Union Security

- 3.01 The Company **agrees that** all employees, **as** defined in this Agreement, within **fifteen (15) days** of the **signing** of this Agreement or **Within fifteen (15) days** of employment with the Company, whichever event **shall** later **occur, as a** condition of continued employment with the **Company, shall** make application to become members of the Union and remain members in good **standing** of the **Union.**
- 3.02 The Union **will** arrange for new employees to **sign** dues deduction assignment forms and **will** make initiation and membership cards available to new employees within the first fifteen **(15)** days of employment with the Company and the Job Steward **will** forward the executed documents to the Union and the Company.
- 3.03 The Company will honour written assignments of wages for **Union** dues and assessments and **shall** remit such dues and assessments to the Union monthly, together with information **as** to the persons from whose pay such deductions have been made. **Notwithstanding any** provisions contained in **this** Article, there shall be no financial responsibility on the part of the Company for **fees, dues** or assessments of **an** employee **unless** there are sufficient unpaid wages **of** the employee in the **Company's** possession.

Article 4 - Job Stewards

- 4.01 The Union shall notify the Company in Writing of the **names** of employees who will act as Job Stewards at each location, one of **whom** will be designated a Senior Job Steward.
- 4.02 The authority of the Job Steward(s) shall be **limited** to the following activities:
- (a) **The** investigation and presentation of **grievances** and disputes and of such complaints or evidence that may give rise to **grievances** or disputes.
 - (b) Transmission, posting or otherwise delivering Union **notices, bulletins** of information to employees or to the Company. The Union will be allocated space on Company bulletin boards where notices of **Union meetings** and social events only will be **permitted**.
- 4.03 It is understood that the Steward(s) have their regular **work** to perform on behalf of the Company and will spend only such time during working hours **as is necessary** to carry out **their** activities in 4.02 (a) and (b) above. The Steward(s) will obtain permission of their supervisor before **leaving** their work to deal with the **above** activities. Such permission will not be **unreasonably** withheld. Steward(s) **will be allowed** to carry out their **duties** under 4.02 (a) and (b) above without **loss** of pay.
- 4.04
- (a) Employees **elected** or appointed to full-time **Union** positions **will be granted** leaves of absence without pay on request. Time spent with the Union will be considered **as service** with the Company and the employee will continue to accrue **seniority** with the Company during such period. Employees on such leave will at their option continue to participate in any **Company** welfare **and** pension plans **as** provided by this Agreement, provided the **Union reimburses** the Company on a monthly basis for the **cost of** such premiums. Employees on leave to work for the Union, on application to the Company, **will be re-employed** by the Company at a job level equivalent to that which the employee left to work for the Union. The **salary** of the employee on re-employment will be that **salary** which the employee would have **attained** in his **classification assuming** he had never left the employment of the Company.
 - (b) The Company will grant leaves of absence without pay to employees who are elected **as** representatives to attend **Union** meetings, conventions, arbitrations or to conduct **Union** business.
 - (c) The Company **will grant** a leave of absence with pay to one employee who **is** required to participate in **collective** bargaining when authorized by the **Union**. The **maximum** paid leave of absence under **this** clause shall be **no** more than **four(4)** days pay at the regular rate.
- Granting** of leaves of absence in accordance with the above will be subject to mutual agreement by the parties to provide satisfactory coverage for the work **which** would normally be performed by the employee on leave.

Article 5 - Grievance Procedure

Should any grievance arise between the Company, the Union and/or an employee under the terms of this Agreement, such grievance will be disposed of in the following manner:

- 5.01
- (a) Grievances - ~~First~~ Step - The grievance will be presented in writing to the Operations Manager by the employee and/or the Union within seven (7) days of the date the employee and/or the Union becomes aware of the occurrence of the grievance.
 - (b) Grievances - Second Step - In the event the grievance is not satisfactorily disposed of Within three (3) days, the grievance will be presented in writing by the employee or the proper representative of the Union, within the next seven (7) days, to the General Manager.
 - (c) Grievances - Third Step - In the event the grievance has not been settled by the General Manager within ten (10) days from the date it is submitted to him, the grievance may be submitted within the next seven (7) days to the Director, Operations Control.
 - (d) Grievance - ~~Fourth~~ Step - In the event the grievance has not been settled by the Director, Operations Control, within five (5) days from the date it is submitted to him, the matter may be submitted within the next ten (10) days to the Vice-President of Operations or his designated representative.
 - (e) Grievance - Fifth Step - Arbitration - In the event the grievance has not been satisfactorily adjusted within fifteen (15) days of submission to the Vice-President of Operations or his designated representative, the matter may, on written notice of either party, within thirty (30) days, be submitted for final determination to a single arbitrator to be selected in the following manner:

Within seven (7) days of notice to proceed to arbitration, the parties shall agree on naming a single arbitrator. Should the parties fail to reach agreement on naming the arbitrator, the necessary appointment shall, upon the request of either party, be made by the Minister of Labour of Canada.

The arbitrator shall proceed as soon as practical, but not later than ten (10) days thereafter except by mutual consent, and shall render his decision as soon as possible and forward a written copy of his decision to each party. The decision of the arbitrator shall constitute the award which will be binding on the parties and shall be implemented within fifteen (15) days of the award.

Where an employee has been dismissed, suspended or disciplined, the arbitrator may substitute such other penalty for the dismissal, suspension or discipline as the arbitrator considers just and reasonable in all the circumstances. The arbitrator shall not have the power to change, amend or modify any of the provisions of this Agreement.

- 5.02 **Each party to this Agreement shall be responsible for one half of the fees and expenses of the single arbitrator.**
- 5.03 **The time limits provided for in Steps 2, 3, 4 and 5 of the grievance procedure may be extended or waived by mutual agreement.**

Article 6 - Seniority

- 6.01 **Seniority** for the purpose of this Agreement shall be the length of continuous service with the Company as a member in good standing of the Union except that present employees covered by the Agreement shall have their **seniority** dated from their last date of hire as agreed to by the parties.
- 6.02 After a new employee has accumulated a period of service of **ninety (90) days** with the Company, he shall be granted **seniority** from the date of his employment, **During** such 90-day period, the employee shall be on a probationary basis.
- 6.03 A **seniority list** of employees will be **maintained** by the Company and copies supplied to the Union upon request.
- 6.04 An employee shall lose his **seniority only** if he:
- (a) Voluntarily quits the employ of the Company;
 - (b) **Is discharged** or terminated pursuant to proper application of this Agreement;
 - (c) **Is** on layoff and fails to report back to work within seven **(7)** calendar days of notice of recall by **registered** mail to the last address on record with the Company;
 - (d) **Is laid off** for a period in excess of one (1) year.
- 6.05 Any person employed by Greyhound Canada Transportation Corp., upon **being transferred from outside** the **bargaining** unit to a position **covered** by this Agreement shall be credited with the total length of **Accrued Service** with the Company. **Accrued Service** shall be defined as the total **length** of continuous service since the employee **was** last hired by Greyhound **Canada** Transportation Corp. **Accrued** Service shall be **added** to any **seniority** credits **accumulated** by the employee and shall apply to **all** articles in this **Collective** Agreement **except** that in the **case** of layoff and **job vacancies only seniority** accumulated by **service** in the **bargaining** unit shall be counted, and provided that such transfer will not result in the layoff or the extension of a layoff of any employee of **this** bargaining unit.

Termination

- 7.01 (a) A new employee **will** be considered probationary for **the first ninety (90)** days of full-time employment, after which the **employee will** achieve regular status and his name **shall** be placed on the seniority **list** according to his last hiring date. Employees **recalled** from layoff shall not be considered **as** new hires.
- (b) Upon termination of employment, **an** employee **shall**, upon request, receive a letter of reference **from** the Company showing his term of service with the Company and the capacity in which he **was** employed.
- 7.02 (a) The Company may suspend or dismiss any employee, for **cause**, by written notice. If such employee believes that he **has** been unfairly treated, he may **within seven (7) days** from the date of being suspended from duty or **dismissed**, **seek** settlement of the matter **through** the grievance procedure **as** set forth in Article 5 Grievance Procedure, commencing at the step in the grievance procedure which involves the level of management **from whom** the notice was originally issued. Failure of **an** employee to **seek** settlement of **his** case within the said **7-day** period **will** cancel any claim **unless** it is shown that he **was** prevented from **seeking** settlement through **illness** or accident.
- (b) **This** Section shall only apply to employees who have passed **through** the probationary period **as** set out in this Agreement.
- (c) In case of disciplinary action, employees **shall** be notified within twelve **(12)** days of the date the Company becomes aware of the alleged offence. Disciplinary action, if taken, must be given **within twenty-one (21) days** of the date the Company becomes aware of the alleged offence. No immediate suspension **will** be made without a thorough investigation.
- (d) **Any** member called to appear before Company officials shall have the right to have a Union representative accompany **him** if he so desires.
- (e) (i) The employer **shall** not introduce **as** evidence in a **hearing**, **any** document from an employee's **file**, the existence of which the **employee** was not aware of.
- (g) **An** employee **shall** be given a copy of any disciplinary documentation placed on the employee's file and may request that rebuttal comments relating to the documentation be added **to** the file. Should an employee wish to dispute **any** entry in the **file** he shall be entitled to such recourse through the **grievance** procedure. **When** disputes are resolved in favour of the employee, the employer shall remove all references to the documentation **from** the employee's file.

- (iii) **An** employee may upon request inspect the contents of his personnel file. **Any** document therein **may** be copied.
- (iv) **Any** disciplinary documentation placed in **an employee's** file **shall** not be considered after a period of **eighteen (18)** months **from** the date it **was** placed in the file, provided that **there has** been **no** further documentation relating **to** the same **specific** issue.

Note: For the purposes of this Article, the **term** "shall not be considered" shall mean that the document **will** not be **use** for progressive discipline once it **has** passed the time line without a recurrence.

- 7.03 A regular employee may be terminated for **inadequate** performance only **after** the following procedures: A written notice of warning of the deficiency will be provided to the employee **with** a copy to the Union and such notice **will** specify a period of time of not less **than sixty (60)** days **and not** more **than ninety (90)** days within which the employee assisted by the supervisor concerned is to **correct** the deficiency. If at the end of this period of time, the Company wishes to **extend this** period it **will** be **only** after consultation **with** the Union. If, at the end of this period of time, the time limit is not **extended** and the deficiency **has not been corrected**, the **employee may** be terminated upon **2-weeks'** further notice or **2-weeks'** pay in **Lieu** of notice.
- 7.04 When a position within the bargaining unit becomes vacant, the vacancy will be offered to **bargaining** unit employees prior to **filling** the position **from** outside the bargaining unit **by** posting the vacancy on bulletin boards in **all locations** in British Columbia for a period of **eight (8) calendar days**. Employees absent from work for **reasons** such as vacations, medical, leaves of absence, or other **reasons** acceptable to the Company, **shall** be notified of the **vacancy** by the Company sending a **double-registered** letter to their last **known** address. These notified employees **shall** have thirty (30) **days from** the date of receiving the **double-registered** letter to apply for the **posted position**. If **an** employee does not receive the double-registered letter, the Company will notify the Union-prior to the **expiry** of the thirty day time limit. **This** time limit may be extended for **reasons** acceptable to the Company. Preference shall **be given** to the senior **employee as** defined in Article 6.01 provided such employee is **qualified** or **can** qualify within a reasonable period of orientation.
- 7.05 Part-time employees - The Company may **hire** part-time Operations Supervisors for relief work **load situations**, where there is insufficient relief work to justify a full-time employee. **Part-time** Operations Supervisors **will be** paid under the Agreement at the applicable **starting** rate prorated on a hourly **basis**. Part-time Operations Supervisors will receive automatic progression along the salary scale **on** their **completion** of each two **thousand** and eighty (2080) hours worked. **Seniority** will accrue on a prorated **basis**.

Article 8 - Hours of Work - Shifts - Overtime - Holidays

- 8.01 For the purposes of this Article, the normal hours of work will be based on seven (7) days per week continuous operation.
- 8.02 For each employee the bi-weekly hours of work shift schedules and the break periods shall be in accordance with past practice at the date the agreement is signed except as mutually agreed between the parties. The Union will make every effort to co-operate and will not unreasonably withhold agreement to the shift schedules.
- 8.03 Employees will sign up for full-time shifts at their location on a Union seniority basis on May 1st and November 1st each year and such shift bids will be implemented two weeks thereafter. Such shift bids shall not incur any additional overtime penalties on the Company.
- An employee who works less than the normal number of shifts per year as a result of the annual shift bid can be required to relieve an employee who has worked more than the normal number of shifts per year as a result of the annual shift bid for those shifts which were in excess of the normal at no additional cost to the Company.
- 8.04 Overtime - All hours worked prior to the start of a normal scheduled daily shift or after the conclusion of a normal scheduled daily shift or on any scheduled day off will be paid at overtime rates. The overtime rate shall be one and one-half times the regular hourly rate. The regular hourly rate shall be determined by dividing the employee's monthly salary by 173.3.
- 8.05 Where O.T.E.U. members on scheduled days off are readily available by telephone, they shall be offered relief shifts by seniority prior to any part-time Operations Supervisor being offered the shifts. This provision will not apply to temporary vacancies of-over one (1) day provided that the part-time Operations Supervisor will not receive the overtime rate. If the overtime rate is to be paid, full-time Operations Supervisors on days off will be offered the overtime. If an employee has requested a day off for his own personal use, the Company may use a part-time Operations Supervisor.

Article 9 - Layoff and Recall

- 9.01 If a reduction of staff is necessary, the Company shall provide the Union ~~office with~~ as much notice as possible but not less than **fourteen (14)** calendar days or pay in ~~lieu thereof~~, and the following procedure ~~subject to Article 10 will be~~ adopted:
- (a) Probationary employees will be laid off first;
 - (b) **Regular** employees shall be laid off on the basis of **their seniority with the** employee with the least **seniority** being laid off ~~first~~, provided the employees retained **are qualified** to meet the normal requirements of the work.
- 9.02 **Recalls** will be made in the inverse order of the layoffs provided that the employees so recalled are **qualified** to meet the **normal** requirements of the work. **New** employees will not be hired ~~until~~ laid off employees who **are qualified** to meet the normal requirements of the **work** have been recalled. Employees will be notified of recall by the Company **by** registered letter ~~sent~~ to their **last known** address. **The** employee **shall** report for **work** within **seven (7)** days of receiving **the notice** of recall, failing which **recall rights** for **such** job will be **lost except** that employees who **are unable** to report because of sickness, injury or other reason acceptable to the **Company** at the **time** of recall **will** not lose their **rights** under **this** Article.
- 9.03 Employees on layoff will be eligible for **recall** for a period of twelve **(12) months**.
- 9.04 **Employees** may be laid off in the reverse order of seniority at their location of employment, provided such employees upon being laid off ~~shall~~ have the right to bump **a** junior employee at **any** other work location covered **by** this agreement.

Article 10 - Automation and Technological Change

- 10.01 **The Company will provide the Union with as much notice as possible of any intention to introduce automation, new procedures or new equipment which might result in the displacement of bargaining unit employees.**

- 10.02 **Employees affected by procedures outlined in 10.01 will be retrained for such changes, and such training shall take place on Company time.**

- 10.03 **Employees displaced by procedures outlined in 10.01 will be entitled to the provisions of Article 9 herein.**

Article 11 - Vacation

- 11.01 (a) Every employee ~~shall~~ become entitled to **an annual** vacation on the conclusion of each year's **service**.
- (b) Any employee may, voluntarily, split the vacation for which he has **qualified** under this **Section**, into three (3) periods, none of which may be less than **one (1) working week**.
- (c) **Annual** vacations **will** be **as follows**:
- After 1 year of **service** - 3 working weeks
After 7 years of **service** - 4 working **weeks**
After 15 years of **service** - 5 working weeks
- (d) Employees **on annual** vacation **will** receive their regular rate of pay.
- (e) **Upon** termination of service, the pay in **lieu** of a vacation shall be:
- (1) In the case of an employee with **less** than one (1) year of **service** and up to seven (7) years of **service**, six percent (6%) of his total **wages** upon which vacation pay **is** due. For periods of more than seven (**7**) years, the pay in **lieu** of vacation **will** be eight percent (**8%**) or ten percent (10%) **as the case may** be according to the provisions of **Clause** (c) herein.
- (2) **An** employee who fails to report for duty at **the** end of his vacation period, **unless** prevented from doing so by sickness, accident or other reason **acceptable** to the Company, **will** be considered to have left the service of the **Company**.
- (f) **Vacations** are not to be cumulative and may only be taken **during** the 12-month period immediately following the **year** in which they were **earned**.
- (g) Only one (1) employee will **be** allowed **off** on vacation at a time at each location. It is **agreed** that part-time Operations Supervisors **will** provide vacation relief coverage when available **and will** be compensated in accordance with Article 7.05 herein. Should no part-time employees be available or should the **Company** be unable to **obtain** personnel to provide such coverage, full-time employees in the bargaining unit will provide vacation relief coverage at **overtime** rates.

Article 12 - Statutory Holidays

12.01 The following days are acknowledged as Statutory Holidays:

- | | |
|------------------------|-------------------------|
| <u>New Years' Day</u> | <u>Labour Day</u> |
| <u>Good Friday</u> | <u>Thanksgiving Day</u> |
| <u>Remembrance Day</u> | <u>Victoria Day</u> |
| <u>Christmas Day</u> | <u>Dominion Day</u> |
| <u>Boxing Day</u> | |

12.02 (a) Employees who work on one or any of the preceding Statutory Holidays will have the option of being paid, in addition to their regular rate of wages for that day, one and one-half-times (1 1/2X) their regular rate of wages for the time that each such employee worked on that day or only receiving pay at one and one-half (1 1/2) times rates for all time worked on the Statutory Holiday and banking an extra day off, with pay, to be taken at a mutually agreed time.

(b) Employees who do not work on one or any of the preceding Statutory Holidays will have the option of being paid out a day's pay or banking the day to be taken at a later date as a day off with pay at a mutually agreed time.

All accumulated Statutory Holidays must be taken within twelve (12) months from the date they were earned or they will be paid out.

(c) Employees who work less than a full calendar year will be paid as per Clause 12.02(a) and 12.02(b), as applicable, pro-rated for the portion of the calendar year worked.

Article 13 - Expenses and Allowances

- 13.01 The Company will pay for fare, meals, ~~sleeping~~ accommodation and any reasonable ~~expenses~~ for employees while travelling on Company ~~business~~. Expenses ~~must~~ be supported by receipts,
- 13.02 (a) If an employee is required to work at a point away from his normal place of work, he will be paid for all such work on a basis as if he were working at his normal place of work. Time spent travelling to and from such outside work will be paid at the employee's regular rate of pay, but except as provided in Clause (b) hereof, such time will not be used in computing overtime.
- (b) If, in any one day, an employee's time worked plus travelling time exceeds his normal day's work, that portion of the time worked at the outside point which exceeds his normal day's work will be paid at the employee's overtime rate.
- (c) Employees shall receive their overtime rate for all time spent travelling and/or working on a day off which is a scheduled day off.

Article 14 - Leave of Absence

- 14.01 (a) The Company may grant a leave of absence without pay, in writing, to any employee where such **absence will** not interfere with the Company's operations. All such requests **shall** be made in writing. The Company will not **unreasonably withhold** such leaves of **absence**.
- (b) **The Company agrees** to notify the Union on all leaves of absence granted.
- 14.02 Maternity Leave will be in accordance with Section 59 of the Canada Labour Code, **except** that employees **will** be eligible for such leave upon completion of **their** probationary period.
- 14.03 (a) **An** employee covered by this Agreement who is **instructed in writing** by the Company to attend court, inquests, or other investigations, or is subpoenaed in reference to **acts** which **occurred** during his tour of duty, will be **allowed** the same compensation he would have **earned** had he remained at **his** regular **work**.
- (b) **An** employee who is required to attend court **as** herein provided on his regular day off, **shall** be paid at overtime rate for **all** such time.
- (c) **An** employee receiving compensation, **as** set out above, **will** remit to the Company any witness or court fee, expenses or other remuneration received by him from others.
- (d) **Jury Duty** - Employees on **Jury Duty** will be allowed the difference between the daily compensation **they** would have **earned** had they remained on **their** assignment and the daily amount paid by **Jury Duty**.
- 14.04 In the event **of** a death in the immediate family, every employee who **has** completed three (3) consecutive months of continued employment shall be entitled to bereavement leave with pay at their regular rate of wages on any of their normal working days that **occur** during three (3) consecutive days during the seven (7) days immediately following the day of the death provided that one of these three (3) consecutive days must **fall** on the day of the funeral. Such pay for **all** purposes **shall** be deemed to be wages.
- Should the employee require travel to attend a funeral of **an** immediate family member, the Company will make every effort to ensure the individual is supported.
- Immediate **family** will consist of legally recognized spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, **grandfather-in-law** and grandmother-in-law of the employee.
- 14.05 The Company will grant **a** leave of absence to any employee covered by this agreement who accepts a temporary position with Greyhound Lines of Canada outside the **bargaining** unit. **This** temporary position **shall** not exceed **six (6)** months in **length** but may be extended up to a further **six (6)** months upon mutual agreement between the Company **and** the Union. Seniority **shall** not accrue during this leave or any extension but present seniority credits shall be maintained.

Article 15 - Health and Welfare and Dental Care Plan

- 15.01 For the life of this Agreement, the contributory Health and Welfare Plan, between Greyhound Canada Transpoxation Corp. and the Non-Union ~~Employees~~ Group Insurance Plan, a copy of which is attached to this Agreement, shall apply to the employees covered by this Agreement.
- 15.02 For the life of this Agreement, the Dental Care Plan between Greyhound Canada Transportation Corp. and the Non-Union ~~Employees~~ Group Insurance Plan, a copy of which is attached to this Agreement, shall apply to the employees covered by this Agreement.

16 - Strikes and Lockouts

16.01 **During the ~~We~~ of this Agreement, the ~~Union~~ will ~~not~~ authorize any ~~strike~~ or ~~walkout~~ and the Company will not cause any ~~lockout~~.**

Article 17 - Savings Clause

17.01 If any Article, Section, Paragraph, Clause or Phrase of this Collective Agreement shall by Provincial, Federal or other Law or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

Article 18 - Management Rights

- 18.01 **The Company shall continue to have the exclusive right to take any action it deems appropriate in the management of the business and direction of the work force in accordance with its judgement. All management functions and prerogatives which the Company has not expressly modified or restricted by a provision of this Agreement are retained and vested exclusively in the Company.**
- 18.02 **Management reserves the exclusive right to decide and implement all policies, rules and regulations where such policies are not inconsistent with provisions of the Collective Agreement. However, where such policies, rules and regulations deal with matters covered in this Agreement, such policies will not be implemented until the wording has been agreed with the Union,**

Article 19 - Pass Transportation

19.01 Outside of restricted time, herein described, gratis transportation for all employees and dependent members of their families **will be granted in** accordance with the following:

- (a) **2-Year** Passes - **All** employees **including spouses**, **will** be supplied with **2-year** passes over Company lines upon proper application.
- (b) Dependants of Employees - **shall** be defined to include:
 - (1) Legally recognized spouses.
 - (2) Parents, children or stepchildren **who** are, for the most part, dependent upon the employee for support.
- (c) Application for **Passes** - may be made to District **Managers**, Regional Managers or their supervisors. Application forms must be properly completed.
- (d) Restricted Period - Employees **and** their dependants **will be required** to pay half fare when travelling on Company lines during **the** period June **24th** to September **9th**, inclusive, each **year** **subject** to the following exceptions:
 - (1) Employees including dependants when travelling on **annual** vacation. Spouses and dependants of employees limited to one round-trip pass only during the restricted period.
 - (2) Employees travelling on Company business, upon application to **their** local Supervisors, **District** or **Regional** Manager.
 - (3) Unusual circumstances, such **as a death** or serious **injury** of relative or like unusual condition which the Company deems of sufficient importance to warrant issue of pass.
- (e) Legally recognized **spouses** of employees who die while in active service, upon request, **will be granted 2-year** passes over the lines of the Company. **Such** legally **recognized** spouse, upon **remarriage**, becomes ineligible to receive passes.
- (f) Passes **shall** be **subject** to load capacity **at all times**; **Employees riding** on passes **shall** not occupy seats to the exclusion of revenue **passengers**.
- (g) Retired employees and spouses and/or widow or widowers thereof - Upon request, retired or physically disabled employees **and** the spouses **and/or** widows or widowers thereof **will be granted a 2-year** pass over the lines of the Company. Widows or widowers, upon remarriage, become ineligible to receive passes.

- (h) Interline **passes** and reduced fares - Employees are entitled to **free** interline transportation **only when** travelling **on** Company business. (Company business to be interpreted to include employees of the **Sales** force travelling on education tours. No dependant **may** receive **free** interline transportation). In **all other** cases, employees and **their** dependants **are** entitled to **free** transportation to the limit of our **Company's lines** and thence at half of the regular single fare or half of the regular round-trip fare **as** the case may be from there on. **In all** cases, employee should anticipate their **needs** and submit their applications on **the** proper form, approved **by** their supervisor, far enough in advance to permit time for **the** issuance and **mailing** before the date **they** intend to **start their** trip. Refunds will not be granted on tickets purchased and **used** by employees.

Article 20 - Wage Schedules

20.01	Operations Supervisors:		Monthly Rates
	Start	1 year	2 years
Effective			
<u>January 1, 1995</u>	<u>2892</u>	<u>3140</u>	<u>3264</u>
<u>September 1, 1995</u>	<u>2979</u>	<u>3234</u>	<u>3362</u>

Length of Service Increases - Employees will receive automatic progression along the salary scale on their anniversary date of service with the Company as an Operations Supervisor.

Present employees will be placed on the salary scale effective January 1, 1995, commensurate with their length of service as of January 1, 1995, and will thereafter progress on the scale(s) on their anniversary date of employment.

New employees will start at the start rate unless otherwise agreed by the Union.

Article 21 - Existing Benefits

21.01 The Company agrees that no employee will lose any benefits which he has been receiving as a matter of practice as a result of the execution of this Collective Agreement.

Article 22 - Duration of Agreement



22.01 **This agreement shall continue in full force and effect from January 1, 1995 until December 31, 1996 inclusive. After the expiry date, this agreement and all its provisions shall remain in full force and effect until a revised contract is signed between the Parties.**

**GREYHOUND CANADA
TRANSPORTATION CORP.
877 Greyhound Way South West
Calgary, Alberta
T3C 3V8**

LETTER OF UNDERSTANDING #1

June 12, 1996

**Mr. Don Percifield
Senior Business Representative
Office and Professional Employees' Union
2nd Floor, 4595 Canada Way
Burnaby, B.C.
V5G 1Z4**

Dear Mr. Percifield:

This is to advise that the Company is prepared to allow bargaining unit employees to take vacations during the summer and ~~Christmas~~ restricted period on the condition that they take said vacations in one (1) or two (2) week blocks and that no more than one (1) bargaining unit employee is off at a time in each location, providing relief is available.

Yours very truly,

**Roger Pike
Vice-President ~~Western~~ Region
GREYHOUND CANADA TRANSPORTATION CORP.**

**GREYHOUND CANADA
TRANSPORTATION CORP.
877 Greyhound Way South West
Calgary, Alberta
T3C 3V8**

LETTER OF UNDERSTANDING #2

June 12, 1996

Mr. Don Percifield
Senior ~~Business~~ Representative
~~Office~~ and Professional Employees' Union
2nd Floor, 4595 Canada Way
Burnaby, B.C.
V5G 1Z4

~~Dear~~ Mr. Percifield:

Part-time Operations Supervisors may be employed on a dual classification basis whereby ~~certain~~ hours may be assigned for Operations Supervisors duties, while other hours may be worked at other ~~duties~~ apart from ~~bargaining unit~~ duties. Part-time ~~Operations~~ Supervisors shall be paid by the Company at the part-time Operations Supervisors' rate for all hours ~~worked in that classification~~.

We further agreed that ~~when~~ the Company deems it necessary to employ a person to perform the duties of an Operations Supervisor at Revelstoke, B.C. this person will become a member of the O.P.E.I.U., Local 378.

~~Yours~~ very truly,

Roger Pike
Vice-president ~~Western~~ Region
GREYHOUND CANADA TRANSPORTATION CORP.

**GREYHOUND CANADA
TRANSPORTATION CORP.
877 Greyhound Way South West
Calgary, Alberta
T3C 3V8**

LETTER OF UNDERSTANDING #3

June 12, 1996

Mr. Don Percifield
Senior Business Representative
Office and Professional Employees' Union
2nd Floor, 4595 Canada Way
Burnaby, B.C.
V5G 1Z4

Dear Mr. Percifield:

Bargaining unit employees who are laid off as a result of reduced full-time bargaining unit positions at any location and who elect to bump another work location, shall be allowed a flat-rate one-time payment of \$300 for single employees and \$600 for married employees toward moving expenses.

This payment shall not apply towards routine bumping as a result of bidding other work locations,

This agreement excludes internal movement in the lower mainland of British Columbia.

Yours very truly,

Roger Pike
Vice-President Western Region
GREYHOUND CANADA TRANSPORTATION CORP.

**GREYHOUND CANADA
TRANSPORTATION CORP.
877 Greyhound Way South West
Calgary, Alberta
T3C 3V8**

LETTER OF UNDERSTANDING #4

June 12, 1996

**Mr. Don Percifield
Senior Business Representative
Office and Professional Employees' Union
2nd Floor, 4595 Canada Way
Burnaby, B.C.
V5G 1Z4**

Dear Mr. Percifield:

The Company agrees that during the life of this Agreement there will be no additional contracting out of bargaining unit work except as mutually agreed between the Company and the Union.

Yours very truly,

**Roger Pike
Vice-President Western Region
GREYHOUND CANADA TRANSPORTATION CORP.**

**GREYHOUND CANADA
TRANSPORTATION CORP.
877 Greyhound Way South West
Calgary, Alberta
T3C 3V8**

LETTER OF UNDERSTANDING #5

June 12, 1996

**Mr. Don Percifield
Senior Business Representative
Office and Professional Employees' Union
2nd Floor, 4595 Canada Way
Burnaby, B.C.
V5G 1Z4**

Dear Mr. Percifield:

The Company agrees that Greyhound Canada Transportation Corp. will live up to its obligations under the Canada Labour Code regarding severance pay.

The Company will attempt to locate employment elsewhere in the system for any laid off employee, recognizing the rights and obligations the Company has or may have to other unions or employee groups. There can be no guarantee that such employment may be found.

Yours very truly,

**Roger Pike
Vice-President Western Region
GREYHOUND CANADA TRANSPORTATION CORP.**

LETTER OF UNDERSTANDING # 6

Between

Office and Professional Employees' International Union

Local 378

("Union")

And

Greyhound Canada Transportation Corporation

("Company")

Re: Implication of Job Description

With respect to the above cited subject matter, the Company and the Union do hereby expressly and mutually agree as follows:

1. Nothing contained in the job description Titled "Operations Supervisor - Job Description - B.C. Region", agreed upon between the Company and the Union on June 12, 1996, shall be used by the Co _____ in any form, manner, or printing, t _____ job or employee from the bargaining unit.
2. Changes To This Letter of Understanding
3. This Letter of Understanding may be changed at any time by the written mutual agreement of the Company and the Union,
4. Incorporation In Collective Agreement
5. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply,

Signed at Vancouver, B.C. this 12th day of June, 1996

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 7

Between

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,

LOCAL 378

("Union")

And

GREYHOUND CANADA TRANSPORTATION CORPORATION

("Company")

Re: Training

With respect to the above cited subject matter, the Company and the Union do hereby expressly and mutually agree as follows;

1. The Employer specifically agrees to provide reasonable training to employees in the bargaining unit to ensure that they can perform any new work function(s) reflected in the job description titled, "Operations Supervisor - Job Description - B.C. Region", agreed upon between the Company and the Union on June 12, 1996. For greater clarity and certainty, it is understood and agreed that such new work function(s) shall be determined by comparison with the body of work historically performed by the employees in the bargaining unit.
2. Changes To This Letter Of Understanding
3. This Letter Of Understanding may be changed at any time by the written mutual agreement of the Company and the Union.
4. Incorporation In Collective Agreement
5. This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein writing, and shall so apply.

Signed at Vancouver, B.C. this 12th day of June, 1996.

FOR THE COMPANY

FOR THE UNION

DESCRIPTION B.1 ON

GREYHOUND CANADATRANSPORTATION CORPORATION

Position Description

Operations Supervisor

Basic Responsibility:

Utilize personnel and equipment in compliance with established policies and procedures and practices, government regulations and any applicable collective agreements, in a manner indicative of the Company's stated priorities.

Provide a high level of customer service within the operation of the dispatch office in any business dealings with both customers and employees.

General Responsibilities:

Regulation and direction of the movement of buses and drivers in accordance with established schedules and labour contract, and in accordance with variations in the volume of passenger traffic. Assignment of buses and drivers to regularly scheduled runs, charters, and any other special movements.

Interpretation and application of the Collective Agreement with drivers, and employees of the Union, and enforcement of Company rules and regulations. Promotion of Safety among drivers. Processing of grievances, participation in the grievance procedure and arbitration process under the labour contract with drivers.

Collection and data entry of all related information pertaining to DOT regulations, driver payslips, days off, hired equipment logs, dispatch logs, extra sections log, and all reports required by the Company in the daily, weekly, monthly operation of the Dispatch Office.

Operations Supervisor - Job Description - B.C. Region (cont'd)**Organization Relationships:**

Reports to: Station Operations Manager
Operations Control Calgary, technical direction.

Supervises: All drivers as necessary to direct their activities as required, provide direction to station employees in the absence of scheduled management.

Functional Coordination:

Operations control centres - on equipment and personnel needs,

Other Significant Relationships:

Station Supervision - on loading and unloading, announcements, and in the absence of the scheduled Managers, general supervision of all terminal functions.

Operations Control and other Operations Supervisors - on matters relating to the movement of coaches and drivers.

Maintenance Personnel - on the availability and assignment of coaches for the use of scheduled runs, extra sections, charters, and any other special movement of equipment.

Customer Service:

Promote and provide a high standard of customer service in dealing with customers, employees, and in providing accurate information to the departments within the station and to the travelling public.

Provide clear and consistent announcements of arrivals and departures.

Provide clear direction in unusual or extraordinary situations, authorize allowances to customers, i.e.: free transportation or refunds, meals or hotels as a situation may require in the interest of good customer service where the company is at fault.

Promote dress, deportment, and customer service standards within the driver group to ensure that these values are maintained on a daily basis.

Operations Supervisor - Job Description - B.C. Region (cont'd.)**Functions and Duties:**

1. Directs all bus and driver activities, at a given location, in collaboration with other Operations Supervisors so as to achieve optimum bus and driver utilization, maximum economy, and adequate services to passengers. Implements and administers approved policies and procedures with respect to the operations dispatch function.
2. Determines that runs operate in accordance with the established schedules, ensures compliance among drivers with operating procedures, and ensures compliance with DOT and National Safety Code regulations. Must be familiar with, and ensure compliance with DOT and National Safety Code regulations.
3. Determines the need for extra sections within the Company policy guidelines, authorizes the assignment of additional equipment, and assigns the drivers as judgement requires.
4. Calls extra drivers to work based upon needs as determined and assigns extra drivers to extra sections of charters or to regular runs as the needs of the service require, inspects drivers prior to assignments to ensure that they are in proper uniform and in proper condition to work. Instructs drivers in regard to highway conditions, safety precautions, re-routing orders, special requests, and any other issues that may pertain to the trip.
5. Interpretation and enforcement of the Collective Agreement, Company rules and regulations, for drivers in accordance with Company Policy, spareboard operating procedures, letters of understanding, transportation bulletins, to be administered in accordance with the policies of the Company. Handle driver grievances, refers grievances that cannot be settled at that level to his or her immediate superior.
6. Direct supervision of drivers. Removes drivers from service temporarily for infractions of the Collective Agreement, rules and regulations, Company Policy procedures. Examines driver logs, verifies accuracy, determines existence of violations, and advises supervisor of same. Conduct employee interviews when required.
7. Determines equipment needs and assigns equipment in accordance with traffic requirements, directs maintenance personnel to assure equipment availability and directs _____ ce on disposition and handling of road failures,

Operations Supervisor - Job Description - B.C. Region (Cont'd)

8. Maintain contact with Operations Control and Operations Supervisors at other locations to secure additional equipment and personnel as required. authorizes the sending of additional coaches to augment available equipment. turns incoming coaches normally due to be held for service when service requirements dictate. authorizes the holding or return of extra drivers as service requirements warrant.
9. Coordinates and co-operates with other Operations Control and other Operations Supervisors requesting drivers and coaches. decides extent to which request can be granted. and then assigns drivers and equipment accordingly.
10. Coordinates and co-operates with station supervision in the loading and unloading of coaches, announcements of arrivals and departures. number of sections. supervises all terminal functions in the absence of station manager or assistant managers.
11. Approves driver pay claims. in accordance with Company procedures. maintains operational records. data entry of schedule information DOT hours. days off. and other information relevant to the driver operation required on a daily basis by the Company
12. Communicates with other Operations Supervisors as required regarding the departure times. number of sections. load counts. or any special requirements of a trip or run. Communicates with the Passenger Sales Centre regarding late. detoured. cancelled schedules and completes all required paper work and distributes as required.
13. Processes all information received from other Operations Supervisors. drivers. employees. in connection with service schedules and adjusts equipment and personnel as required.
14. Participates with management in the formulation of policies on movement of coaches scheduling and assignment of coaches and drivers. and labour relations regarding drivers. Participates in collective bargaining with drivers by recommendations for amendments to the Collective Agreement. Participates in the formulation of safety policies and the promotion of safety among drivers. Maintain driver personnel records. as and when required.
15. Determine when the use of foreign line equipment as the service dictates. hires same in accordance with company guidelines. completing all required paper work.

Operations Supervisor - Job Description - B.C. Region (Cont'd.)

16. Completes and distributes all schedule registries as required on a daily basis and data entry of all information into BPS System.
17. Participates in planning of driver master bids, coordinates and processes master bids, processes restricted vacation bids, driver vacations, LOA's, book-offs, furloughs and re-calls in accordance with company guidelines and as the levels of service dictates in conjunction with the Operations Manager or Station Manager.
18. Recommends changes to Spareboard Personnel levels as governed by the work available during slow periods, or increases that may be required during peak periods. Recommends changes to Spareboard Operating Procedures as required.
19. Maintains records of equipment availability and makes recommendations to the Operations Manager on any special equipment needs,
20. Responsible for the protection and inventory of company assets,
21. Communication with Commissioned Agents on operational issues that effect agency locations.
22. Perform other minor duties related to the above, as may be assigned from time to time by the company.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be signed by its duly authorized representatives on the 12th — day of _____ June _____ 1996.

GREYHOUND CANADA TRANSPORTATION CORP.

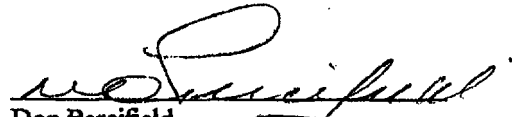
OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378



Dick Huisman
President & Chief Executive Officer



John Munro
Executive Vice President of
Operations & Customer Service



Don Perefield
Senior Union Representative



Victor Foth
Chief Job Steward

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