

COLLECTIVE AGREEMENT

Between

Cardinal Coach Lines ULC



And



The Canadian Union of Public Employees Local 787

TRANSIT

March 1, 2011 – February 28, 2014

TABLE OF CONTENTS
(Numerical Index)

Article	Page
1 Duration and Termination.....	1
2 Purpose.....	2
3 Managerial Rights and Responsibilities.....	2
4 Discipline.....	2
5 Discrimination and Harassment.....	4
6 Union Rights.....	4
7 Definitions.....	5
8 Working Conditions.....	6
Hours of Work.....	6
Shift Defined.....	7
Schedules.....	7
Vehicle Inspection.....	8
Employees' Time Record.....	8
Overtime.....	8
Split-shifts.....	9
Statement of Earnings.....	9
Travel Allowances.....	9
Shift Development.....	10
Additional Hours of Work.....	10
9 Fringe Benefits.....	11
General Holidays.....	11
Annual Vacations.....	11
Casual Employees.....	12
Leave of Absence.....	12
Union Leave.....	13
Bereavement Leave.....	13
Sick Leave.....	14
Parental Leave.....	14
Health Benefits.....	15
Driver's License Medical.....	16
Registered Retirement Savings Plan (RRSP).....	16
Service Recognition.....	16
Safe Driving Recognition.....	16
10 Seniority.....	17

TABLE OF CONTENTS
(Numerical Index)

Article	Page
11 Terminations	18
12 Promotions and Staff Changes.....	19
13 Grievance Procedure	19
14 Job Training	22
15 Pay Days.....	22
16 General Conditions.....	22
17 Health and Safety.....	23
18 Joint Health and Safety Committee	23
19 Uniforms.....	23
Schedule A - Salary Schedule.....	25

TABLE OF CONTENTS
(Alphabetical Index)

Article	Page
7 Definitions	5
4 Discipline.....	2
5 Discrimination and Harassment.....	4
1 Duration and Termination.....	1
9 Fringe Benefits	11
General Holidays	11
Annual Vacations.....	11
Casual Employees.....	12
Leave of Absence.....	12
Union Leave	13
Bereavement Leave	13
Sick Leave.....	14
Parental Leave	14
Health Benefits	15
Driver's License Medical.....	16
Registered Retirement Savings Plan (RRSP).....	16
Service Recognition.....	16
Safe Driving Recognition.....	16
16 General Conditions.....	22
13 Grievance Procedure	19
17 Health and Safety.....	23
14 Job Training	22
18 Joint Health and Safety Committee	23
3 Managerial Rights and Responsibilities	2
15 Pay Days.....	22
12 Promotions and Staff Changes.....	19
2 Purpose.....	2
Schedule A – Salary Schedule	25
10 Seniority	17

TABLE OF CONTENTS
(Alphabetical Index)

Article	Page
11 Terminations	18
19 Uniforms.....	23
6 Union Rights.....	4
8 Working Conditions	6
Hours of Work	6
Shift Defined.....	7
Schedules.....	7
Vehicle Inspection	8
Employees' Time Record.....	8
Overtime.....	8
Split-shifts.....	9
Statement of Earnings.....	9
Travel Allowances	9
Shift Development	10
Additional Hours of Work.....	10

BETWEEN:

Cardinal Coach Lines ULC
Grande Prairie, Alberta
(Hereinafter referred to as the Employer)

OF THE FIRST PART

- and -

The Canadian Union of Public Employees
Local 787, Grande Prairie, Alberta
(Hereinafter referred to as the Union)

OF THE SECOND PART

ARTICLE 1 DURATION AND TERMINATION

- 1.01 This Agreement will remain in full force and effect from March 1, 2011 to February 28, 2014 (inclusive), and continue from year to year except as provided in this Agreement. The intention of the above expiration date is to ensure that any future improvements in the monetary Articles of this Collective Agreement would have to be included into the overall per hour charge the City of Grande Prairie pays.
- 1.02 Either Party to this Agreement wishing to amend this Agreement will give notice in writing of such desire to the other Party not less than thirty (30) days nor more than one hundred and twenty (120) days prior to February 28, 2014.
- 1.03 This Agreement will remain in full force and effect until such time a strike or lockout occurs in accordance with the Labour Relations Code.
- 1.04 All changes in this Agreement shall be retroactive to the effective date of this Agreement, unless otherwise specified.
- 1.05 It is acknowledged and agreed by the Parties that Cardinal Coach Lines ULC is a part of FirstCanada ULC, and if at anytime during the term of this Agreement, the principle interest of the transit agreement with the City of Grande Prairie is transferred to any part or subsidiary of FirstCanada ULC or any other Company who has affiliation with Cardinal Coach Lines ULC, then the successor Employer to Cardinal Coach Lines is bound by Certificate No. 152-2009 and the terms of this Collective Agreement as set out herein.

ARTICLE 2 PURPOSE

2.01 The purpose of this Agreement is:

- (a) to maintain a harmonious and cooperative relationship between the Employer and the Employees in the Union Certificate;
- (b) to provide an amicable method of settling differences or grievances which may arise between the Employer and the Employees in the Union Certificate; and
- (c) to promote the mutual interest of the Employer and the Employees in the Union Certificate.

ARTICLE 3 MANAGERIAL RIGHTS AND RESPONSIBILITIES

3.01 Management has the right to decide anything not covered in this Agreement. Management controls any workplace conditions not set out in this Collective Agreement or in legislation.

3.02 Supervisory Role

Supervisory personnel will refrain from undertaking work carried out by Employees except in instances where instruction, training or correction of work is being conducted; or in emergency, public safety or potential liability situations.

ARTICLE 4 DISCIPLINE

4.01 Progressive Discipline

Progressive Discipline will be utilized consistently in the following manner:

- (a) First infraction – verbal warning, confirmation of the warning will be given in writing to the Employee with a copy sent to the Local.
- (b) Second infraction of the same or similar nature – written notice of corrective interview.
- (c) Third infraction of the same or similar nature – one to five day suspension without pay depending on the severity of the infraction.

(d) Fourth infraction of the same or similar nature – discharge.

In the instance of discharge, the burden of proof shall lie with the Employer.

Recourse to the grievance procedure shall be available for all levels of discipline.

4.02 The Employer has the right to discharge or discipline Employees for just cause.

4.03 An Employee and the Union will be advised verbally of impending discipline. No disciplinary action will take place until the Employee is notified in writing. When an Employee is notified in writing of the disciplinary action, a copy will be forwarded to the Chair of Local 787- sub, Grande Prairie Transit System.

4.04 With the exception of Article 4.01 (a) when an Employee is disciplined in writing, he will have the right to have a hearing with the Employer and be informed of his right to have a Steward or Union Representative present.

4.05 Copies of all disciplinary notices shall be forwarded to the Union. All Employees shall be given the opportunity to sign disciplinary notices as having been read.

4.06 None of the provisions of this Article will prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

4.07 Discipline related to safety/driving infractions will remain on an Employee's file for thirty-six (36) months.

Records of culpable accidents where the Employee is determined by insurance and police to be at fault will remain on the Employee's file for sixty (60) months.

Discipline that is not related to safety/driving will be removed from the Employee's file after twenty-four (24) months.

4.08 In order for a public complaint to be used for discipline purposes and be placed in the Employee's personnel file, the complaint must be verifiable. Major complaints may be dealt with in isolation. Complaints must be presented to the Employee within three (3) business days of the City receiving the complaint. Any complaint from the public will be kept confidential.

4.09 Further, Employees shall have the right to respond in their own words to the City of Grande Prairie regarding a complaint. Such response shall be forwarded to the City of Grande Prairie unaltered and become part of the official record.

4.10 Access to Personnel Files

The Employee will have the right, upon written request and during normal working hours to have access to and will have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Such written notice must be provided a minimum of forty-eight (48) hours in advance.

ARTICLE 5 DISCRIMINATION AND HARASSMENT

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion with respect to any employees by reason of age; race; color; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting illness or disease; ethnic, national or aboriginal origin; marital status; source of income; political belief, membership or activity in the Union, affiliation or activity; except as authorized by the Human Right Act.

The Employer, or any of its officials agrees that at no time will they discriminate against any of the Employees covered by this Agreement on account of their connection with the Union.

5.02 The Employer and the Union recognize the right of Employees to work in a safe environment free of harassment and the Employer shall take action necessary with respect to any person employed by the Employer or attending the worksite of the Employer engaging in sexual or other harassment in the workplace.

ARTICLE 6 UNION RIGHTS

6.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 787, as sole bargaining agent for all Employees as set out in Certificate Number 152-2009 issued by the Alberta Labour Relations Board.

6.02 No Employee covered by this Agreement will make written or verbal agreement with the Employer covering hours of work, wages, or working conditions which conflict with the terms of this Agreement.

6.03 A representative of the Union will have the opportunity to make a presentation to new Employees, for Union orientation purposes, at a mutually agreeable time.

6.04 Membership

All Employees covered by this Agreement will pay union dues whether or not they are a member of the Union.

6.05 Union Dues Deductions

The Employer will deduct, by payroll deduction from every Employee, Union dues as levied by the Union. Union dues deductions will be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days after the deductions have been made, accompanied by a list of names, addresses and phone numbers of the Employees from whose wages the deductions have been made, and the amount deducted from each Employee.

- (a) The Union agrees that the Employer will not be liable for any actions arising out of the operation of this Article.

ARTICLE 7 DEFINITIONS

7.01 Whenever the Masculine is used in this Agreement, it will be considered to include the Feminine where the context so requires.

7.02 Probationary Period

The probationary period will be defined as the first three (3) months of employment or for Casual Employees after accumulation of five hundred (500) hours. Upon being a successful applicant in a Permanent position all accumulated hours as a Casual Employee will be prorated toward the completion of the three (3) months probationary period.

The probationary period may be extended for a period of up to three (3) additional months provided that the Employee and the Union have been given the reason in writing.

7.03 Employee Definitions

The following Employees will have all rights specified under this Collective Agreement unless otherwise stated:

- (a) Permanent Employee will mean an Employee employed and regularly scheduled in a full-time or part-time capacity and having completed the probation period.

- (b) Full-time Employee is defined as an Employee who is regularly scheduled to work the minimum hours as established in Article 8.01.
- (c) Part-time Employee is defined as an Employee who is regularly scheduled and works less than the minimum hours of work established in Article 8.01.
- (d) A Casual Employee is an Employee who is employed on a call-in basis for available work.
- (e) A Probationary Employee is an Employee who has not completed the probationary period.
- (f) Lead Hand shall be a posted position and only permanent employees shall be allowed to hold such a position.
- (g) Alternate Lead Hand – shall be a posted position for the purpose of filling Lead Hand vacancies for periods of less than a three (3) month duration.

ARTICLE 8 WORKING CONDITIONS

8.01 Hours of Work

The hours of work for a Full-time Employee will not be less than thirty-two and one-half (32 ½) hours per week averaged over a six (6) week period. The six (6) week shift cycle will provide for one of the following schedules of tours of duty:

- (a) Seven tours of duty with each tour consisting of the following sequence:
 - (i) two (2) consecutive day shifts;
 - (ii) two (2) consecutive afternoon shifts;
 - (iii) two (2) consecutive days off.
- (b) Six tours of duty with each tour consisting of the following sequence:
 - (i) five (5) consecutive days with split shifts;
 - (ii) weekends off.

- (c) An Employee who is called in to work shall be paid a minimum of three (3) hours at his regular rate of pay or hours worked, whichever is greater. When the work called in for is completed, the Employee shall be allowed to leave.

For the purposes of this provision a week is defined as Sunday to Saturday and a weekend as Saturday and Sunday.

A list of additional hours shall be kept and maintained on a six (6) week cycle to ensure equitable distribution of extra hours exclusive of overtime and a copy provided to Employees.

- (a) A call-in results when an employee is called in to work during a regularly scheduled day off and shall be paid in accordance with article 8.01 (c).
- (b) A call back results when an Employee performs work either before or after but separate from his regular shift and shall be paid in accordance with the overtime rates in article 8.06 (c).

8.02

Shift Defined

- (a) Day shift is defined as any shift commencing between 5:00 a.m. and 11:59 a.m.
- (b) Afternoon shift is defined as any shift commencing between 12:00 noon and 5:00 p.m.
- (c) Day and Afternoon shifts will provide a minimum of seven and one-quarter (7 ¼) hours per day.
- (d) Split-shift is defined as a period of fifteen (15) consecutive hours commencing between 5:00 a.m. and 5:00 p.m. with which two (2) work periods are scheduled. A work period will not be less than three (3) consecutive hours of work. A Split-shift will provide a minimum of six and one-half (6 ½) hours of work.

8.03

Schedules

- (a) Notice of Change

The six (6) week shift cycle will be provided to all Employees one week in advance of its implementation. In the event the shift cycle is changed, the affected Employee will be notified one tour in advance.

- (b) The Parties may mutually agree to alternative shifts, shifts cycles and/or schedules at any time during the life of this Agreement.
- (c) Rest Periods
Tours of duty shall provide eight (8) hours of rest after shifts.
- (d) For all shifts that exceed five (5) hours in length where the Employee cannot be given a one-half (1/2) hour meal break, the Employee shall be compensated through an anniversary bonus. The bonus shall be the balance of funds left in the "Liquidated Damages" account of the contract between Cardinal Coach Lines ULC and the City of Grande Prairie as of April 30, in each year of the Collective Agreement. The amount shall be divided equally between all affected drivers and dispersed on a full-time equivalency basis.

To be eligible for payment, drivers must be in employ of the Company at April 30th.
- (e) Split-shifts shall provide eight (8) hours of rest at the conclusion of each day.

8.04

Vehicle Inspection

Vehicle inspection will be conducted at least once each day and recorded.

8.05

Employees' Time Record

- (a) The Employer will not make any change to an Employee's time record affecting pay without the Employee's knowledge.
- (b) An Employee upon request will be provided a hard copy of his daily time record at the time of entry.

8.06

Overtime

- (a) Day and Afternoon Shifts

Hours worked in excess of nine and one-quarter (9 ¼) hours per day or forty-three (43) hours in a week will be paid at one and one-half times (1 ½X) the Employee's basic hourly rate of pay.

(b) Split-shifts

Hours worked in excess of nine and one-quarter (9 ¼) hours per day or forty-two (42) hours in a week will be paid at one and one-half times (1 ½X) the employee's basic hourly rate of pay.

(c) Employees called back to work before commencement of their regular shift or after completing their regular shift will receive a minimum of two (2) hours pay at overtime rates. Continuation of work beyond regular shifts is not considered call-back.

(d) Subject to the requirement for operational efficiency, overtime will be distributed as follows:

(i) When a shift is extended beyond the regular working hours, driver of the affected route, regardless of employment status, will be given first option to continue work on an overtime basis. If the driver of the affected route chooses not to continue then the available driver with the least overtime from the affected shift will be given the second option.

(ii) In order to distribute overtime as evenly as possible, the available driver with the least amount of overtime hours would be given priority.

(iii) The Supervisor will review overtime and post reports at least monthly to ensure overtime is fairly distributed.

8.07

Statement of Earnings

The Employer will provide to each Employee on each payday a statement of his wages, overtime, other supplementary pay, and deductions. At the same time that Income Tax (T-4) slips are made available, the Employer will include the amount of Union dues paid by each Employee in the previous year.

8.08

Travel Allowances

A fifteen (15) minute paid allowance for travel time applies to cover full day shift and afternoon shift drivers. This allowance will be paid once per day to the day shift drivers.

8.09 Shift Development

Representatives of the Employer and Union shall meet at least forty-five (45) calendar days prior to the development of any new work schedule to recommend a mutually acceptable shift providing the City gives adequate notice.

8.10 Additional Hours of Work

The Employer will circulate a sign-up sheet quarterly for the periods of January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31. The Employer will post a new sign-up sheet before the start of a new quarter in order that Employees can indicate their willingness to accept extra hours of work for the next quarter.

Step 1: Any offer of additional hours of work will be made to drivers who are on days off, who have had at least eight (8) hours of rest after shift and have indicated their desire for extra work on a posted sign-up sheet.

Step 2: The second offer of the work period will be made to the Designated Spare Bus Driver provided he has at least eight (8) hours of rest after shift. If the Designated Spare Bus Driver accepts the work, it is understood that the entire work period will be accepted. If the Designated Spare Bus Driver is unable to perform the duties of the entire work period, or declines the work period, the Employer will continue to Step 3.

Step 3: The offer of the work period will be made on a rotational basis to Part-time and Casual drivers who have had at least eight (8) hours of rest after shifts. If a driver accepts the work, it is understood that the entire work period will be accepted. If all the eligible drivers in this category are unable to perform the duties of the entire work period, or decline the work period, the Employer will continue to Step 4.

Step 4: The offer of the work period will be made to drivers who have had at least eight (8) hours of rest after shift and who would then incur overtime. If a driver accepts the work, it is understood that the entire work period will be accepted.

ARTICLE 9 FRINGE BENEFITS

9.01 General Holidays

The following will be General Holidays:

New Year's Day	Family Day
Good Friday	Easter Sunday
Victoria Day	Canada Day
Civic Holiday- August	Thanksgiving Day
Labour Day	Remembrance Day
Christmas Day	Boxing Day

and all other holidays proclaimed by the City of Grande Prairie, the Province of Alberta or the Government of Canada.

9.02 All paid General Holidays named in this Collective Agreement will be guaranteed regardless of what day they may fall on, thus when a General Holiday falls on an Employee's scheduled day off, the Employee will receive pay in lieu, provided the Employee has more than thirty (30) calendar days of service in the twelve (12) months preceding the General Holiday.

9.03 Casual Employees will be paid four point twenty-two percent (4.22%) of their basic rate earnings to compensate for General Holidays.

9.04 No benefit will be granted to any Employee for such General Holiday, if the Employee is absent when previously scheduled to work, the working day immediately before or immediately following the holiday, unless he has prior permission, or produces proof of illness for such absence.

9.05 Paid time off, or pay in lieu, for a General Holiday will be paid on the basis of Article 8.01 pay at the straight time rate.

9.06 Annual Vacations

Vacation Year is defined as the twelve (12) month period commencing on the Employee's anniversary date of appointment and concluding on the anniversary date of the following calendar year.

9.07 Anniversary Date will mean the effective date of appointment to a permanent position inclusive of accumulated hours worked as a casual Employee.

9.08 Vacation entitlement may be accumulated to a maximum of ten (10) weeks.

9.09 Annual paid vacation for Full-time Employees will provide for:

(a) A time off entitlement as follows:

<u>No. of Years on the Employee's Anniversary</u>	<u>Annual Vacation Time</u>
1 - 3 years	14 calendar days
4 to 6 years	21 calendar days
7 to 10 years	28 calendar days
11 to 20 years	35 calendar days
20 years or more	42 calendar days

Vacation leave will be scheduled in consultation with the Employee(s) affected and notification in writing will be issued to said Employee(s) within five (5) working days of the request.

(b) A pay entitlement as follows:

1 to 3 years	four percent (4%) of earnings
4 to 6 years	six percent (6%) of earnings
7 to 10 years	eight percent (8%) of earnings
11 to 20 years	ten percent (10%) of earnings
20 years or more	twelve percent (12%) of earnings

9.10 Casual Employees

Vacation entitlement will be paid in accordance with the Employment Standards Code until the accrual of five hundred (500) hours of service to the Employer.

Future vacation eligibility will be based on the employment date achieving five hundred (500) casual hours of employment; or appointment to a Permanent position, whichever comes first.

9.11 Where an Employee qualifies for bereavement leave during his period of vacation, there will be no deduction from vacation credits for such absence, when supported by documentation for bereavement leave. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date by mutual consent of both Parties.

9.12 Leave of Absence

An Employee desiring leave of absence must apply to his immediate supervisor in writing. A reply in writing will be given to the Employee within five (5) working days of the request and will not be unreasonably denied.

- 9.13 If an Employee has been granted leave of absence, he will be required to pay the full cost of all fringe benefits, such as medical plan, group insurance, and other levies.
- 9.14 A Permanent, Probationary, or Casual Employee who is required to serve as a juror or is subpoenaed as a witness where the Employee is not the subject of litigation, will be granted the necessary time off without loss of regular pay while so serving, providing that the Employee remits to the Employer any wages or fees he receives for so serving.

9.15 Union Leave

- (a) Up to two (2) representatives of the Union, who are Employees of the Employer, may attend negotiating and grievance meetings and any other meetings designated by the Employer, and if held within their normal working hours will suffer no loss of pay or benefits.
- (b) Upon written application from the Union to the Supervisor, Employees elected or appointed to perform work of the Union may, subject to the operational requirements of the Company, be granted leave of absence as defined in (c) below. Such leave will not be unreasonably denied.
- (c) An Employee on an approved union leave of absence will continue to receive all pay and benefits and all normal payroll deductions will be made. The Employer in turn will bill the Union for all pay and benefits paid. The Union, upon receipt of the billing, will reimburse the Employer.

9.16 Bereavement Leave

Employees having completed three (3) months or ninety (90) days service with the Employer will be entitled to bereavement leave up to a maximum of three (3) working days with pay on the death of an immediate relative in order to attend the funeral, or to administer bereavement responsibilities as follows: son, daughter, current spouse (including common law spouse), mother, father, sister, brother, parent of current spouse, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, grandparent of spouse, or legal guardian. Employees can also request for unpaid leave for any other bereavement not listed.

Up to a maximum of two (2) additional days may be granted for travel time if distance traveled is in excess of 450 kilometers from Grande Prairie.

An additional two (2) days may be granted to an Employee when a death occurs to a relative who permanently resides with the Employee or when a death occurs to the Employee's mother, father, son, daughter, brother, sister, or legal guardian.

An Employee on bereavement leave will be granted, on request, additional time off without pay to create a total bereavement leave of three (3) work days or five (5) work days or seven (7) work days, as applicable.

9.17

Sick Leave

(a) All Employees will endeavor to advise the Employer of sickness a minimum of ninety (90) minutes prior to the commencement of their shift. The Employer will provide each Employee the procedure and telephone number(s) by which the Employee is to advise the Employer of sickness. A Doctor's certificate may be requested by the Employer at the time of the Employee's initial notification. Abuse of sick leave may result in disciplinary action up to and including suspension or dismissal.

(b) Amount of Paid Sick Leave

Sick leave shall be earned at the rate of seven (7) days for every year of service, cumulative to ninety (90) days. The annual accrual of seven (7) days shall be added to the Employee's sick bank on their anniversary date of employment.

(c) When an Employee receives benefits under the Long Term Disability Insurance Plan, payments made by the Employer under this Article will cease upon the date of the first payment and for as long as the Employee is receiving such benefit.

9.18

Parental Leave

Parental leave will be granted by the Employer to a Permanent Employee upon the impending birth of a child.

Leave will be for a maximum period of thirty-four (34) weeks for maternity leave and up to a maximum of an additional eighteen (18) weeks for parental leave with the Employer, to a total maximum leave of fifty-two (52) weeks. If in the opinion of the Employer, her ability to carry out her normal work assignments becomes limited, she may be placed on maternity leave earlier.

A request for maternity or parental leave must be made in writing a minimum of two (2) weeks prior to the date she intends to commence maternity or parental leave, and the application will enclose a medical certificate certifying that the mother is pregnant and indicating the estimated date of delivery. During the period of maternity or parental leave, the Employer will continue the Employee's benefits listed under Articles 9.19, 9.20 and 9.21 provided the Employee pays her share.

An Employee on maternity or parental leave will provide the Employer with two (2) weeks written notice of the date she wishes to return to work and upon her return to work she will be placed in the same classification held by her immediately prior to her taking maternity or parental leave without loss of seniority. If, within two (2) weeks prior to the end of the maternity or parental leave, the Employee has not provided written notice of her return to work, she will be deemed to have resigned her position.

A pregnant Employee may be absent from the workplace for a valid health-related reason. The onus is on the Employee to establish legitimacy of the health-related absence.

In the event of childbirth a Permanent Employee, being the legal or common law spouse of the mother, will be permitted the parental leave without pay after twelve (12) months of continuous employment with the Employer.

9.19

Health Benefits

Permanent Employees who have completed their probationary period and who work a minimum of five (5) hours per day will be eligible for health benefits and cost share of premiums as provided for in this Article.

9.20

Alberta Health Care Insurance

The Employer will pay 50% of the premium cost.

9.21

Group Health Benefits

The Employer will contract for the provision of the following health benefit coverage for the Employee, Employee's spouse and eligible dependents:

Group Insurance
Accidental Death and Dismemberment
Extended Health
Dental Group

The Employer will pay one hundred percent (100%) of the premium costs for the above listed group benefits for eligible Employees and their dependents.

The Employer will provide for a Long Term Disability Plan one hundred percent (100%) of the premium costs will be paid by the Employee.

9.22 Employees shall be allocated a Health Spending Account of three hundred dollars (\$300.00) per year. Amounts shall be all allocated each January 1st. Amounts not accessed may be accumulated for two (2) years.

9.23 Driver's License Medical

The Employer shall refund Employees to a maximum of one hundred dollars (\$100.00) for costs incurred for obtaining a driver's license medical. Payment will be made upon submission of a receipt.

9.24 Registered Retirement Savings Plan (RRSP)

The Employer will provide for a RRSP and contribute an amount up to three percent (3%) of the Employee's gross earnings. Participation shall be voluntary.

Contributions will be by payroll deduction consisting of equal Employee and Employer contribution to a RRSP account. An Employee wishing to have deductions in excess of three percent (3%) may make arrangements with the Employer.

Deductions will be entered on the Employee's T-4 statement.

9.25 Service Recognition

A service recognition will be paid to an Employee on his anniversary date in accordance with the following table:

Years of Service	Awards
5	\$100.00
10	\$200.00
15	\$300.00
20	\$500.00
25	\$700.00
30	\$900.00

9.26 Safe Driving Recognition

An Employee will receive one hundred (\$100.00) dollars after one (1) year plus an increase of ten (\$10.00) dollars for every year of safe driving. This bonus will be paid at the end of July and pro-rated the first year of employment.

In order to qualify for the Safe Driving Recognition award the Employee shall have completed the period covered having driven accident free (non-preventable driving accidents exempt), have not received monitoring reports where the "Traffic Safety Act" has been violated or has not received traffic citations while operating a Company vehicle. If an accident is deemed preventable and chargeable, the driver's safety award for the safe driving period will be forfeited.

ARTICLE 10

SENIORITY

- 10.01 Only permanent Employees will accrue seniority from date of hire. Employees will continue to accrue seniority during all approved absences from work.
- (a) Once a Casual Employee has accumulated five hundred (500) hours they shall begin accruing seniority including the five hundred (500) hours.
- 10.02 When any Casual Employee achieves a permanent position, seniority will accrue from the date the Employee commenced the permanent position or from the time the Casual has accumulated five hundred (500) hours whichever is sooner.
- 10.03 Seniority will operate on a bargaining unit-wide basis.
- 10.04 Future vacation eligibility will be based on the employment date achieving five hundred (500) casual hours of employment; or appointment to a Permanent position, whichever comes first.
- 10.05 Seniority will be used in determining preference or priority for promotions, transfers, demotions, layoffs, vacations, permanent reduction of the work force and recall provided the Employee has the necessary qualifications.
- 10.06 An Employee will only lose his seniority in the event:
- (a) he is discharged for just cause and is not reinstated; or
- (b) he resigns his position in writing and does not withdraw within two days, or
- (c) he fails to return to work within seven (7) calendar days following a layoff after being notified to do so by Certified Mail at his last known address. If failure to return to work was due to illness, injury or other just cause and the Employee notifies the Employer, this clause will not apply; or
- (d) he is laid off for a period longer than 24 months.

- 10.07 The Employer will maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list will be sent to the Union and provided to each Employee in January of each year.
- 10.08 If an Employee is transferred to a supervisory position or any other position not covered by this Agreement, he will retain and accumulate his seniority in the position from which he was transferred for a maximum of one (1) year.

ARTICLE 11 TERMINATIONS

- 11.01 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff in any classification, permanent Employees in that classification will be laid off in the reverse order of their seniority. Employees laid off may exercise their seniority rights over any Employees having less seniority provided they have the necessary qualifications. Permanent Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employees will be hired until the permanent Employees laid off have been given an opportunity for re-employment. The Employer agrees to provide ninety (90) days notice of termination of contract with the City of Grande Prairie to the Union.
- 11.02 In the event of a seasonal layoff, the Employer will notify the permanent Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the permanent Employee laid off has not had the opportunity to work ten (10) full days after notice has been given, he will be paid in lieu of work for the part of ten (10) days during which work was not available.
- 11.03 The Employer agrees to provide written notice of termination of five (5) calendar days for Casual Employees who have been employed continuously for more than ninety (90) calendar days.
- 11.04 Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.
- 11.05 An Employee absent for three (3) days without notifying the Employer will be considered to have vacated her position unless, in the opinion of the Employer, such notice was not possible.

ARTICLE 12 PROMOTIONS AND STAFF CHANGES

12.01 Prior to filling a staff change or promotion covered by the terms of this Agreement, the Employer will notify the Union in writing (a hard copy of the posting will be provided to the Recording Secretary of the Local) and post notice of the position in the Employer's offices a minimum of ten (10) working days in order that all members will be able to make application for the position.

12.02 Both Parties recognize that job opportunities should increase in proportion to seniority and qualifications. In making staff changes, appointments will be made from permanent staff of the Employer provided that the applicants have the necessary qualifications and ability. If two or more candidates have all the necessary qualifications and ability, seniority shall be the determining factor. The successful applicant will be placed on a trial period of one (1) month. Conditional upon satisfactory service within the trial period, the position will become permanent after one (1) month. In the event the applicant proves unsatisfactory, he will be returned to his former position and wage rate without loss of seniority. An Employee on trial period will have the right to return to his former position within one (1) month if he so desires. An Employee exercising this option will not be allowed to make application for the same or similar position for a period of twelve (12) months.

12.03 The Union will be notified of all appointments, hirings, and layoffs, re-hirings, and terminations of employment.

12.04 This Article does not apply to casual positions excepting 12.03.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Definition of Grievance

A grievance under this Agreement will be defined as any difference or dispute between the Union or any Employee(s) and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement.

13.02 Settling of Grievances

Employees may be accompanied by a representative of the Union at any step of the grievance procedure. An earnest effort will be made to settle any grievance fairly and promptly in the following manner:

- Step 1: An Employee who believes himself to be aggrieved will within twenty (20) working days, take up the matter with his immediate Supervisor and attempt to solve the grievance.
- Step 2: Failing satisfactory settlement within five (5) working days after the difference was discussed under Step 1, the Employee(s) concerned will submit in writing to the Transit Supervisor or the Branch Manager, a written statement of the particulars of the complaint and the redress sought. A meeting between the Parties shall take place within five (5) days and the Manager will render his decision in writing, within five (5) working days after the meeting.
- Step 3: If the grievance is not settled, it may be referred, within ten (10) working days, to the Director of Labour Relations or his designate. The Director of Labour Relations or his designate shall within five (5) days of receiving the grievance, hold a hearing, either in person or by telephone to hear the merits of the grievance. The Director of Labour Relations or designate shall within ten (10) days of the hearing, render a decision in writing.
- Step 4: If the grievance is not settled, the grievance may be referred, within twenty (20) working days, to an Arbitration Board consisting of three (3) members. One (1) member to be appointed by the Union and one (1) member by the Employer. The third member, who will be Chair, will be jointly appointed by the Union and the Employer. In the event the Chair cannot be agreed upon, the Minister of Labour will make the appointment.

Alternatively, the grievance may, by mutual agreement, be referred to a single arbitrator as per Section 135 of the Labour Relations Code, Statutes of Alberta as amended, within twenty (20) working days.

13.03 Each of the Parties hereto will bear the expenses of their nominee to the Board of Arbitration and the parties will equally bear the fees and expenses of the Chair.

13.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 1 of Article 13 may be by-passed.

13.05 Failure to Act Within Time Limits

Failure of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified, will not be deemed to have prejudiced the Union on any future identical grievance.

13.06 Extension of Time Limits

Time limits in the grievance procedure may be extended by mutual agreement between the Employer and the Union, confirmed in writing.

For the purpose of the grievance procedure "working days" will not include Saturday, Sunday, and General Holidays.

13.07 The Union will advise the Employer of the Shop Stewards elected to process grievances on behalf of the Employees covered by this Agreement.

A Shop Steward will first obtain permission from his/her immediate supervisor to investigate a grievance, such permission will not be unduly withheld.

The Employer recognizes the right of elected Stewards to investigate and commence grievances.

13.08 The Company shall not be responsible for the payment of time used by an Employee in the investigation and settlement of a grievance.

13.09 Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) After receipt of the decision from the Owner or Designate, either Party may request that a mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute and, anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.
- (f) In the event facilitation is not successful in achieving mutual resolve and/or withdrawal of a grievance, the Parties may opt to use the arbitration process.

ARTICLE 14 JOB TRAINING

The Employer will pay Employees for post probationary training as deemed necessary by the Employer at the Employee's regular hourly rate. In addition, all In-Service driving will be at the Employee's regular hourly rate. Training shall be paid at least sixty percent (60%) of the probationary driver rate for the first twenty-four (24) hours of in bus training and classroom training. The probationary rate shall apply for all subsequent hours of training.

ARTICLE 15 PAY DAYS

The Employer will pay for hours worked at the rates set out in Schedule "A".

Pay days will be every second Friday. However, the Union agrees that the Employer may pay earlier if it so wishes.

ARTICLE 16 GENERAL CONDITIONS

- 16.01 In the case of bus breakdown, the Driver will remain with the bus until it is picked up by City of Grande Prairie staff or otherwise instructed by a supervisor.
- 16.02 The Employer will develop and provide to all Employees policies covering threats by customers, transfers, appropriate fare, boarding and disembarking outside zones.
- 16.03 All communication from the Employer affecting the drivers, or the routes, will be provided in writing to each driver.

ARTICLE 17 HEALTH AND SAFETY

17.01 Schedule and Schedule Adherence

Operators will govern the speed of the bus in a manner that will enable them to safely arrive at time points on schedule. Operators will endeavor to arrive at time points no more than two minutes ahead of schedule and must not depart time points earlier than the scheduled time unless otherwise instructed by a Lead Hand.

17.02 Operating Speed

At no time will posted speed limits be exceeded. Safety must never be sacrificed for schedule.

In the case of a vehicle accident with a transit bus, the Supervisor, at the sole discretion, may replace the driver for the remainder of the shift without loss of pay to the driver.

In the event the Employee is unable to complete the shift the Employee shall suffer no loss of pay.

ARTICLE 18 JOINT HEALTH AND SAFETY COMMITTEE

The Employer and the Union will both appoint two members to a joint health and safety committee to review, enforce, update and educate Employees in the bargaining unit as to health and safety issues in the workplace. The committee will meet not less than three times a calendar year. Recommendations will be presented to the Employer and Union in writing. One member from the Union will also sit on the Workplace Safety Committee that is formed between the City of Grande Prairie and Cardinal Coach Lines ULC as mandated by the contract between Cardinal Coach Lines ULC and the City of Grande Prairie.

Each party shall bear the expenses for their own committee members.

ARTICLE 19 UNIFORMS

19.01 The Employer will supply all Employees who have completed their probationary period with a new Company sweater, vest, winter jacket and tie which must be returned upon resignation. The Company supplied sweater, vest, winter jacket and tie will be replaced every two years on the Employee's anniversary date.


19.02 All Employees shall receive a uniform allowance of one hundred and fifty dollars (\$150.00) annually on an Employee's anniversary date.


- (a) New Employees shall be paid one hundred and fifty dollars (\$150.00) per year uniform allowance upon completion of the probationary period and annually on an employee's anniversary date thereafter. This money is to be used to assist in the purchase of additional uniform components such as shirts, pants and/or shoes.


19.03 All uniform requirements will be as per the Company's dress code policy. Any changes to the policy will occur through the Labour Management Committee.


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787

CARDINAL COACH LINES ULC









Aug 15th 2011

Date

Sep 12, 2011

Date

**Cardinal Coach Lines ULC
Transit Drivers – Schedule A**

All Employees shall receive a lump sum of seven hundred and fifty dollars (\$750.00) to compensate for wage increases from March 1, 2011 to May 15, 2011 inclusive.

Effective May 16, 2011 include a designation of Trainer to be paid one dollar (\$1.00) per hour above the Lead Hand rate for all hours performing the function of trainer.

Wage Rates	0-3 months	4-12 months	13-24 months	25 months and over	Lead Hand	Trainer
May 31, 2010	\$17.88	\$19.45	\$20.25	\$21.45	\$23.06	
May 16, 2011	\$20.43	\$22.00	\$22.80	\$24.00	\$25.61	\$26.61
March 1, 2012	\$21.25	\$22.88	\$23.71	\$24.96	\$26.63	\$27.63
March 1, 2013 an increase equal to 3% or the CPI plus 1% whichever is greater. CPI shall be calculated as per Stats Canada, Edmonton, Alberta.						

ts/cope#491

LETTER OF UNDERSTANDING #1

between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 787

and

CARDINAL COACH LINES ULC

RE: Designation of Alternate Lead Hand Positions

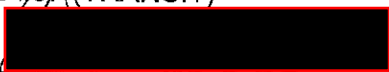
Both parties agree that:


- The three new Alternate Lead Hand positions shall be for the purpose of filling Lead Hand vacancies for periods of less than a three (3) month duration and shall be filled in accordance with Article 12 of the current Collective Agreement.
- Article 12.02 for the purpose of the Alternate Lead Hand positions shall be amended to read: The successful applicant shall be placed on a trial period for a duration equivalent to twenty (20) full shifts acting in the capacity of Lead Hand. Conditional upon satisfactory service within the trial period, the position will become permanent. In the event the applicant proves unsatisfactory, he will be returned to his former position and wage rate without loss of seniority. An Employee on trial period will have the right to return to his former position at anytime during the trial period if he so desires.
- The rate of pay shall be the same as that of the Lead Hand Position for all hours performed filling in for the Lead Hand.


Signed this 15th day of August 2011


UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 787 (TRANSIT)

EMPLOYER
CARDINAL COACH LINES ULC









Sept 12, 2011