



COLLECTIVE AGREEMENT

between

***THE CORPORATION OF THE
DISTRICT OF WEST VANCOUVER***

and the

AMALGAMATED TRANSIT UNION, LOCAL 134

for the period

April 1, 2016 to March 31, 2019

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SECTION A

GENERAL

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THIS AGREEMENT made the 1st day of April in the year of our Lord TWO THOUSAND AND SIXTEEN (2016)

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
(hereinafter called "the Municipality")

of the First Part

AND:

LOCAL 134, OF THE AMALGAMATED TRANSIT UNION
(hereinafter called "the Union")

of the Second Part

IT IS HEREBY MUTUALLY AGREED THAT:

A.1 Term of Agreement

- (a) This Agreement supersedes all previous agreements and/or arrangements entered into between the Municipality and the Union subject to the following:
- (b) The wage schedule and working conditions shall be binding on the parties and be in force and shall govern all Employees covered by this Agreement for the period commencing April 1, 2016 to March 31, 2019.
- (c) Either party may give to the other written notice of its intention to re-open the Agreement ninety (90) days before the expiry of this Agreement.
- (d) It is understood and agreed between the Municipality and the Union that Section 50 (2) (3) of the *Labour Relations Code of B.C.* shall be excluded and shall not be applicable to the new Collective Agreement.
- (e) Basic wage rates and all other items unless otherwise specified shall be effective April 1, 2016.
- (f) If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.
- (g) The Municipality recognizes the Amalgamated Transit Union, Local 134 as the sole bargaining agent for all employees referred to herein and agree to deal with the Union Representatives on all matters affecting wages, hours of work, working conditions and grievances.

A.2 Union Membership

- (a) The Municipality will not discriminate against any employee on account of the employee's membership in the Union.

- (b) (i) The Municipality agrees that all employees affected by this Agreement shall, within one (1) month after appearing on the payroll, become and shall remain Members of the Union in order that all questions and grievances may be dealt with by one (1) head.
- (ii) A. In case of suspension or expulsion of any of its Members by the Union, and upon a minimum of thirty (30) calendar days notice in writing from the Union, the Municipality agrees to suspend or dismiss from its service such Members, upon satisfactory proof of such misconduct alleged for which suspension or expulsion is made.
- B. If such Member due to be suspended or dismissed becomes a Member in good standing again, the Union shall cancel, in writing, the original notice to suspend or dismiss. Such cancellation notice shall be submitted by the Union to be received by the Municipality at least fifteen (15) calendar days prior to the employee's scheduled date of suspension or dismissal. Where cancellation notice is received as above mentioned, the Municipality will comply with the notice and cancel whatever plans have been made to replace the employee scheduled to be suspended or dismissed. However, where cancellation notice is not received by the Municipality as outlined above, such employee will be suspended or dismissed on the date suspension or dismissal was to be effective.
- (iii) Where an employee has been suspended or dismissed as per (ii) above, and the Union provides notice to the Municipality that such employee will be rehired as a new employee when vacancy exists and the employee is qualified to perform the duties of the position available. As a new employee there will be no recognition of prior service or seniority and the employee shall complete the required probationary period and qualifying periods for health and welfare and service related benefits.
- (iv) The Union agrees that it will not in any way interfere with, or limit, the right of the Municipality to discharge or discipline its employees for sufficient cause except for membership in the Union.
- (c) Provided that each employee has signed an Application for Union Membership Form and has signed a Fees and Dues Authorization Form the Municipality will, commencing from the employee's first working day of the month which follows their date of hire, deduct from the pay of each employee covered by this Collective Agreement, all fees and regular dues as authorized by the employee and as determined by the Union in accordance with its Constitution and will transmit the total amount so deducted to the Union.

A.3 Seniority

An employee's seniority shall commence from their date of hire. Where more than one (1) person is offered employment starting on the same day, seniority shall be based on the date the Employment Application is received in the Transit Department. Seniority is to govern the choice of shifts of all employees.

Seniority for Permanent Employees will be from their date of being made permanent. Seniority for Temporary Full Time will be from their date of hire and will exercise their seniority only over other temporary positions.

The above definition of seniority will not apply in cases of layoff. The definition of seniority as shown in A.29 shall apply in cases of layoff. Seniority will be accrued while an employee is on Long Term Disability (LTD.)

A.4 Vacancies

Except as shown in Section A.29 (h), Recall, or as required under the parties' responsibilities in Duty to Accommodate situations, the Municipality agrees to bulletin any vacancies occurring in Transit or Municipal departments. Employees who apply for such vacancies will be given due consideration.

A.5 Probation

- (a) Except for Permanent Union Members applying for Permanent Full-time positions as Bus Operators or Maintenance personnel the probationary period for persons applying for Permanent Full-time positions as Bus Operators or Maintenance Personnel shall be six (6) months after the beginning of their Permanent Full-time employment in which to demonstrate their ability to carry out such duties. The six (6) month probation period shall consist of;
 - (i) The first three (3) months period during which the Municipality may terminate an employee without cause, and
 - (ii) The second three (3) months period during which the Municipality may terminate an employee with just and sufficient cause.
- (b) For Permanent Union Members applying for Permanent Full-time positions as Bus Operators or Maintenance personnel the probation period shall be three (3) months in which to demonstrate their ability to carry out such duties.
- (c) The Municipality shall immediately notify all employees in writing at the end of the probation period that their application for employment has been approved or disapproved.

A.6 Permanent Part-time, Temporary and Casual Employees

- (a) Permanent Part-time employees are defined as those that work 24 hours or more per week but less than 40; Casual are those that work less than the 24 hours per week. Temporary employees are defined as those that work 40 hours per week but do not have permanent status.

- (b) Notwithstanding Section A.5, Temporary and Casual Employees shall not attain Permanent Employee status simply by reason of working the equivalent of three continuous months in time.
- (c) (i) Permanent Part-time, Temporary or Casual Employees shall be paid the current wage scale.
- (ii) Except as shown in sub-section A.6 (c) (iv), after three calendar months such employees shall be paid at the rate of 113.5% of straight time rates to cover annual vacation, statutory holidays and all other benefits and will not be entitled to any welfare benefits. It being understood that prior to completion of three calendar months such employees shall qualify for vacation pay and statutory holiday pay in accordance with the *Employment Standards Act*.
- (iii) For the purpose of this Section, "three months' continuous service" shall mean three (3) calendar months worked within a period not to exceed six (6) consecutive months.
- (iv) An employee, after working three (3) calendar months, qualifies for 113.5% of an employee's straight-time rate in lieu of benefit payment and provided they are rehired within a six (6) month period, they remain so qualified.
- (d) Regarding the employment of Temporary Employees:
- (i) A letter of appointment shall be given to the Temporary Employee showing the approximate term of employment (when it is known).
- (ii) Seniority shall start from the date of hire. Where more than one (1) person is offered employment starting on the same day, seniority shall be based on the date of the Employment Application. Provided there has not been a break in service of twelve (12) calendar months or more, seniority shall be maintained. As a result, the most senior Temporary Employee is hired first and terminated last.
- (iii) During the period May to September Temporary Employees must be available for work in order to protect their seniority. If the Municipality, for whatever reason, requires a Temporary Employee for other than summer employment (May to September) the Temporary Employee will have the option of passing down the work to a junior Temporary Employee, once only, without loss of seniority. If the work is passed down to the most junior Temporary Employee, the junior Temporary Employee must accept that work or forfeit their seniority.
- (iv) Temporary Employees shall remain on probation for the full period of their temporary employment.
- (v) Temporary Employees shall only exercise seniority over other Temporary Employees in the same work unit, i.e. Operators or Maintenance.

- (vi) When a Temporary Employee moves to a Permanent Full-time position as outlined in (vii) below, the Temporary Employee's seniority will cease and a new Full-time seniority date will begin effective the date of being promoted into the Permanent Full-time position.
 - (vii) Where a Permanent Full-time position becomes available and where the Temporary Employee(s) has accumulated less than twelve (12) weeks of temporary work, they will be considered along with all other employment candidates for the Permanent position which shall be filled on the basis of qualifications, experience and abilities.

Temporary Employees who have accumulated more than twelve (12) weeks of temporary work will be considered, along with all other Temporary Employees who have accumulated more than twelve (12) weeks of temporary work, on the basis of qualifications, experience and abilities, and where equal, seniority shall be the determining factor.
 - (viii) Community Bus Operators will be considered for permanent vacancies as outlined in Section D.4
 - (ix) In the event of a reduction in the work force Section A.29 shall take precedence over this sub-section A.6 (d).
- (e) Permanent Part-time, Temporary or Casual Employees who become Permanent prior to the completion of six (6) calendar months' service shall continue to receive 113.5% of their pay in lieu of benefits until the first day of the month following the completion of six (6) calendar months of service. At that time, the employee shall become eligible for benefits provided by this Agreement.

A.7 Rules, Regulations, Systems and Procedures

- (a) All employees shall be governed by the rules and regulations contained in Manuals issued by the Municipality for their respective areas (Operation or Maintenance), and shall observe all special orders or bulletins issued from time to time, or orders from time to time conveyed by the Transit Manager or their duly authorized representative, unless contrary to law or provisions of this Agreement.
- (b) All employees covered by this Agreement shall receive an Employee Transit Pass for themselves plus one additional Transit Pass for a spouse or dependent child. In addition, employees who retire from the Employer's services and have completed two (2) years of service are eligible to receive a transit pass for their spouse. In addition, employees with five (5) or more years of service who are a medically proven disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

This provision is consistent with the Translink – Transit Tariff (Part A - Definitions under the heading Employee Pass Holder, sections (i), (ii) and (iii)). If the Tariff were to change in these sections then to remain consistent with the Tariff the same changes would apply. Provisions/restrictions are detailed in the West Vancouver Transit Bus Pass application form, and are subject to any other provisions/restrictions provided for by the South Coast B.C. Transportation Authority.

A.8 Working Days, Hours and Shifts

- (a) Employees shall work five (5) days on, and have two (2) consecutive days off, or any other systems agreeable to both parties.
- (b) For specific details related to Operators and Maintenance see also Sections B and C. For Community Bus Operators see Section D.

A.9 Remuneration

- (a) The scales of remuneration set out in Schedule "A" shall apply as specified during the term of the Agreement. Details regarding the establishment of the remuneration for this Agreement are shown in Schedule "A".
- (b) Wages are based on a 40 (forty) hour workweek.
- (c) Bi-weekly rates of pay are calculated from monthly salaries in accordance with the formula:

$$\frac{\text{Monthly Rate} \times 12}{\text{divided by 26.089 pay periods in the year}}$$

- (d) Hourly rates of pay are calculated from the bi-weekly salary in accordance with the formula:

$$\frac{\text{Bi-weekly}}{\text{divided by the number of hours worked per pay period}}$$

A.10 Pay Rates for Work on Sundays and Statutory Holidays

- (a) (i) All work done on Statutory Holidays to be paid for at the rate of time and one-half (1½) up to eleven (11) hours worked, or completion of a signed-up run, and double time after eleven (11) hours worked.

On Statutory Holidays the shifts shall be made as short as possible with the amount of help available. Except as provided in the principle detailed in A.10 (b), all employees with one (1) month's continuous service with the Municipality shall be entitled to all Statutory Holidays, including Easter Monday, and any new ones gazetted, except as provided for Permanent Part-time, Temporary or Casual Employees in Section A.6. Statutory Holidays referred to in this paragraph shall be those referred to in Section A.15 (b).

- (ii) All work done on Sundays to be paid for at the straight time equivalent of time and one-half (1½) up to eight (8) hours work, or completion of a signed-up run, time and one-half overtime rates (1½) over eight (8) hours to eleven (11) hours worked, and double time after eleven (11) hours worked.
- (b) The rate of pay for all Statutory Holidays shall be based on the following principle: Statutory Holiday pay is paid to an employee if they have been in receipt of pay from the Municipality on their scheduled work day immediately preceding the Statutory Holiday or on their scheduled work day immediately following the Statutory Holiday. Either the working day immediately prior or the working day immediately following the Statutory Holiday but not both may be an authorized unpaid leave period to qualify for the Statutory Holiday Pay. Any employee covered by this Agreement who is called to work on a Statutory Holiday, provided they meet the requirements of this paragraph A.10 (b), shall receive pay as in A.10 (a) in addition to the day's pay across the board. [Statutory Holidays referred to in this paragraph shall be those referred to in Section A.15 (b).]
- (c) An entitled employee may bank the Statutory Holiday Time for time off with pay instead of taking the Statutory Holiday Pay for the Statutory Holiday. The time off allowed under this Section shall be permitted subject to the operational requirements of the department.

Subject to the provisions of this section, withdrawal from an employee's Statutory Holiday Bank shall be as follows:

- (i) The request shall be submitted by the employee in writing at least seven (7) calendar days prior to the date of leave.
- (ii) The department shall advise the employee in writing of approval or denial of the request at least three (3) calendar days prior to the date of leave.
- (iii) The time constraints outlined in (i) and (ii) above may be reduced by mutual consent of the employee and the department.
- (iv) Once time off is granted it may not be withdrawn except by mutual consent of the employee and the department or in the case of emergency.
- (v) Banked Statutory Holidays must be used or paid out by December 31 of the following year subject to operational requirements being met.

A.11 Standby on Statutory Holidays

- (a) Conventional Operators and Maintenance employees who are required to report for work on a statutory holiday will, in addition to the holiday eight (8) hours pay across the board, be paid a minimum of six (6) hours pay at time and one-half (1½).

- (b) If required on standby, an employee will receive, in addition to the holiday eight (8) hours pay across the board, two (2) hours pay at time and one-half (1½) for a six (6) hour standby if not required to work.

A.12 Vacation - General

- (a)
 - (i) The annual vacation sheets for Operators and Maintenance personnel shall be posted on November 1, with signing to commence immediately. The sign-up is to be completed by November 30. The Union Committee agrees to encourage employees to promptly complete the sign-up.
 - (ii) When a Statutory Holiday falls in an employee's annual vacation period the employee may, on prior request for an approval of the Transit Manager, (or Department Head), extend the vacation to cover the statutory holiday.
- (b) Consistent with efficient operation of proper service to the public, Operators will be granted their vacations at times convenient to the Municipality, with the understanding that every endeavour will be made to arrange the vacations at a time satisfactory to the employees. Vacations will be granted in respect of time worked during the previous calendar year, as follows:
 - (i) An employee shall earn annual vacation for any calendar year when they have completed the number of calendar years service specified hereunder but may be granted annual vacation any time during the year. Any overpayment of vacation at the time an employee leaves the Municipal services shall be recovered.

All time off for sickness, WCB, LTD, or third-party instances which exceed forty-one (41) working days in any one calendar year will be cumulative as time not worked and vacation entitlement in the subsequent year will be pro-rated accordingly. Approved time off for union business (Code 29) is exempted from this clause.
 - (ii) An employee shall not be granted vacation in the first part calendar year of service.
 - (iii) After ten (10) calendar years' service employees may bank one week of their annual vacation entitlement, to be taken as time off within a two year period, subject to staffing requirements. Requests for banking of vacation entitlement are to be submitted to the Transit Manager (or Department Head) prior to October 1 of the year in which the vacation was earned.

- (iv) Calendar year as referred to hereunder means the twelve (12) month period January 1 to December 31. The first full calendar year of service for an employee begins on January 1 following the date the employee commenced service (unless the employee commenced service effective January 1) and is completed on the next December 31. As an example, an employee who commenced work on April 15 or on October 1 of a year completes one (1) calendar year of service on December 31 of the next calendar year and commences the second calendar year the next day on January 1.
- (v) Operators: Annual Summer vacation entitlement for twelve (12) Operators will be from June 9 to September 14, or to the nearest week. All Summer vacation entitlements are to be taken between May 5 and October 5.

A.13 Vacation Periods

Annual vacation entitlement shall be:

- During first calendar year - 1/12 of three (3) weeks for each full month worked in first part year of service.
- During the second up to and including the seventh (7) calendar year of service - fifteen (15) working days.
- During the eighth (8) calendar year of service up to and including the fifteenth (15) calendar year of service - twenty (20) working days.
- During the sixteenth (16) calendar year of service up to and including the twenty-third (23) calendar year of service - twenty-five (25) working days.
- During the twenty-fourth (24) calendar year of service and all subsequent years of service - thirty (30) working days.

A.14 Vacation Pay

- (a) (i) The pay for annual vacations to employees shall be based on the amount that would normally have been earned if they had worked during the vacation period.
- (ii) With the exception of the Maintenance Chargehand and the designated Maintenance Afternoon Leadhand Mechanic, Leadhand premium pay is not considered as part of the calculation for vacation pay.
- (b) As the vacation period is earned on the basis of a calendar year's work, any employee who has only worked part of the previous calendar year on which that employee's vacations are based will be paid pro-rata, one twelfth of the normal vacation period for each full month worked. Approved time off for union business (Code 29) is exempted from this clause.

All time off for sickness, WCB, LTD, or third-party instances worked up to the point of vacation proration (as per A.12 (b) (i)) will be considered cumulative as time worked for the purpose of calculating annual vacation.

- (c) (i) If, during a vacation period, an employee is admitted to hospital or confined to their residence under a physician's or surgeon's direction, or a combination of both for at least three (3) days as a result of an illness or injury which occurred during the vacation period, an employee may apply to have such time charged as vacation converted to sick leave.
- (x) Applications are to be in writing and referred to the Transit Manager who will forward the application to the Director of Human Resources for comment and approval. Applications are to include all the necessary documentation, medical certificates, etc. and detail to support the conversion request.
- (xi) The application for conversion will be made as soon as the employee returns to work.
- (xii) For the purpose of sub-section A.14 (c) (i) the term "their residence" also includes a temporary residence, for example, hotel room, relative's home, etc.
- (xiii) If an employee receives approval to convert the vacation time to sick time, the employee will be allowed to take the balance of the vacation entitlement at a later time.
- (xiv) If an employee is admitted to hospital or confined to their residence as a result of illness or injury occurring immediately prior to their scheduled vacation they shall be allowed to reschedule their vacation at a later time upon receipt by the Municipality of documentary proof of illness or disability from a Physician.

A.15 Statutory Holidays

- (a) Subject to A.10 (b) all employees hired on a full-time continuous basis shall qualify for pay on the Statutory Holidays shown in A.10 (b) commencing with the first such statutory holiday following their date of employment.
- (b) Subject to A.10 (b) a Statutory Holiday with pay shall be given to employees outlined above on the following Statutory Holidays:
 - New Year's Day, Family Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a statutory holiday by the Federal or Provincial Governments or the Municipality.

A.16 Medical Plan and Extended Health Benefit Plan

- (a) Upon the completion of three (3) calendar months of continuous service Probationary and Permanent Employees shall be eligible for coverage in the basic health BC Medical Plan and in the Extended Health Benefit Plan. The Extended Health Benefit Plan includes the Vision Care Option which provides a benefit level of Four Hundred (\$400.00) per claimant refundable per twenty-four (24) consecutive months for prescription glasses and prescription sunglasses, laser surgery, and other expenses incurred, subject to the provisions of the Option. Also included are eye examinations at One Hundred and Twenty-Five Dollars (\$125.00) per person claimable maximum per every two (2) calendar years. The lifetime maximum coverage under the Extended Health plan is \$1,000,000 per Member or Dependent. The annual deductible for the Extended Health plan will be seventy-five dollars (\$75.00).
- (b) Additional benefits included in the Extended Health Plan are: Massage and Physiotherapy to a combined yearly maximum of eight hundred dollars (\$800.00), Chiropractor and Naturopath to a combined yearly maximum of six hundred dollars (\$600.00), Orthotics coverage (\$300 per five (5) year period – doctor’s note required), Acupuncture, Hearing Aid Coverage of \$1,000 per year per five (5) year period. Effective 2016 October 27, there shall be a maximum of ten dollars (\$10.00) of dispensing fee coverage for each prescription filled. All benefits are subject to the terms of the Extended Health Plan.
- (c) Participation in the BC Medical Plan is voluntary. Participation in the Extended Health Benefit Plan is mandatory, unless covered by an alternate spousal or parental plan.
- (d) Premiums for the BC Medical Plan and the Extended Health Benefit Plan are shared 25% by the employee and 75% by the employer. Effective April 1, 2000, the dollar value of the employee share of Extended Health was reduced by a fixed amount of Seven Dollars and Eighty-Five Cents (\$7.85) for present and future employees. This redirection results from the employee decision to fund LTD 100% with the resultant employer contribution being credited to the employee share of Dental and Extended Health plans.

A.17 Dental Plan

- (a) All employees other than Part-time, Temporary and Casual Employees upon the completion of three (3) calendar months of continuous service shall participate in the Dental Plan.
- (b) The Dental Plan will provide:
 - Plan “A” - 90% repayment of the approved cost for basic services.
 - Plan “B” - 70% repayment of the approved cost for Prosthetics, Crowns and Bridges.
 - Plan “C” - 50% repayment to a maximum of \$3,000 lifetime for approved costs for Orthodontics.

- (c) The premiums required to provide this benefit shall be shared 25% by the employee and 75% by the employer. Effective April 1, 2000, the dollar value of the employee share was reduced by a fixed amount of Seven Dollars and Eighty-Five Cents (\$7.85) for present and future employees. This redirection results from the employee decision to fund LTD 100% with the resultant employer contribution being credited to the employee share of Dental and Extended Health plans.

A.18 Sick Leave and Gratuity Plan

- (a) (i) After three (3) completed calendar months continuous service, Probationary and Permanent Employees shall be granted Sick Leave with pay on the basis of six (6) hours per month (maximum 9 working days per calendar year) for the first two (2) years of employment. Thereafter, accumulation will be on the basis of one and a half (1 1/2) days per month (maximum 18 working days per calendar year), cumulative to a maximum of 250 working days.
- (ii) Medical/dental appointments are not covered by sick pay.
- (b) Effective 1998 January 1, the existing Gratuity Plan is amended to provide, instead of the previous method of accumulation, a credit of 12% of Sick Leave unused in each year.

Newly-hired employees will be pro-rated as follows:

Completion of 1 st part year to December 31	0%
Completion of 1 st calendar year	5%
Completion of 2 nd and subsequent calendar years	12%

The credit may be accumulated and added to those Gratuity credits accumulated prior to 1976 January 1, to a maximum total accumulation of 120 days, and may be withdrawn in whole or in part after five (5) years continuous service, in cash.

- (c) Payment of the gratuity in cash shall be computed at the time of withdrawal as follows:

$$\text{gratuity hours withdrawn} \times \text{current hourly rate}$$

- (d) (i) When an employee has been injured by another person in circumstances entitling the employee to compensation from that person and the employee does not, for any reason, claim benefits under the *Workers' Compensation Act*, the employee shall them self initiate a claim for compensation against that person. The employee shall include in their claim and if represented by a solicitor shall instruct them to include a claim for loss of sick pay notwithstanding that the employee may have been in receipt of sick pay benefits from the Municipality. The employee, when in receipt of a settlement as a result of a court award or a voluntary settlement, and after deducting legal fees, if any, shall repay to the Municipality the sick pay paid. If the amount of sick pay claimed by the employee is not an identifiable part

of the court award or voluntary settlement, it shall nevertheless be deemed to be part thereof. However, the employee will not be required to repay to the Municipality sick pay paid if the award does not specify that it includes compensation for lost wages.

If the amount recovered is less than the amount of sick pay paid, the employee will not be required to make up the deficiency. Any repayment made by the employee will be converted into hours (based on the employee's regular rate of pay) and credited back to the employee's sick bank.

- (ii) If, as a result of a claim made to an insuring third party (e.g. ICBC), an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee upon receipt of such payment shall pay the Municipality the amount of the wage loss so received, and the Municipality shall then reimburse the employee's sick bank for the number of days represented by the payment and any resultant gratuity days to which the employee is entitled. However, the employee will not be required to repay to the Municipality sick pay paid if the payment does not specify that it includes compensation for lost wages. If the amount recovered is less than the amount of sick pay paid, the employee will not be required to make up the deficiency.

- (e) Where an employee is absent from work for reason of sickness or injury for four (4) consecutive or eight (8) days cumulative, the employee shall, if requested, submit to their Superintendent, or, in the formers absence, to the Transit Manager, a medical certificate from their doctor and/or specialist (where applicable), detailing:
 - reason for absence;
 - date employee saw doctor and under doctor's care; and
 - anticipated return to work date.

The employer may require a medical certificate for eight (8) or more cumulative days where the employee's sick leave usage is above the Transit Department average or a pattern is identified. The Union will be notified prior to the employer requesting such medical certificate.

The cost of such medical certificate is paid by the District where the employee sees the District's doctor.

- (f) On the sixth (6th) and subsequent absences in a calendar year, an employee receives no Sick Leave for the first day of any absence during the remainder of the calendar year

- (g) (i) Effective 2016 October 27, employees will accrue seniority while absent on sick leave.

- (ii) "Outside work" is defined as work outside of the ATU Bargaining Unit. In addition, outside work will only be approved when the employee is not in receipt of sick pay, for example, when sick credits are exhausted.

A.19 Workers' Compensation

- (a) While an employee is absent on Workers' Compensation Wage Loss Benefits wage loss cheques from the WCB shall be forwarded to the Municipality and the employee will continue to be in receipt of a pay cheque from the Municipality.
- (b) While in receipt of Workers' Compensation Wage Loss Benefits the employee's salary or wages for the period of wage loss will be the figure that the WCB calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for Income Tax, Canada Pension Plan and Employment Insurance which presently are not deductible from WCB Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WCB Wage Loss Benefits. After these deductions are made the employee receives the balance.
- (c) If the result of A.19 (b) provides take home pay which is below the employee's normal take home pay, the Municipality will adjust the employee's take home pay to equal their normal take home pay. Where such adjustment is required, the funds necessary for the adjustment shall be taken from the employee's sick bank, but only to the extent that the employee has sick leave credits in their bank. If there are no sick leave credits in the employee's sick leave bank, no adjustment shall occur.
- (d) In Workers' Compensation cases time not paid on the day of injury by the Board, or up until a decision by the Board to either accept or deny a claim shall be treated as sickness and the loss of salary paid by the Municipality from the employee's sick leave bank, but only to the extent that sick leave credits remain in the employee's sick leave bank. Deductions from an employee's sick leave bank referred to in this sub-section shall not result in a deduction from the employee's gratuity allowance.

A.20 Group Life Insurance and Long-term Disability Plan

- (a) Upon the completion of three (3) calendar months of continuous service, all employees covered by this Agreement other than Part-time, Temporary and Casual employees will participate in the Municipal Group Life Insurance benefits. Premiums shall be shared 25% by the employee and 75% by the Municipality. The benefit shall be equivalent to three (3) years' wages, excluding overtime, calculated to the nearest thousand dollars to a maximum of \$250,000. The coverage will terminate on the employee's 65th birthday.
- (b) Upon the completion of three (3) calendar months of continuous service, all employees covered by this Agreement other than Part-time, Temporary and Casual Employees will participate in the Municipal Group Long-Term Disability Plan providing protection against total loss of earnings due to health reasons. Effective April 1, 2000, the premium cost was paid 100% by the employees. The coverage will terminate on the employee's 65th birthday. As outlined in Section A.3, seniority will be accrued while an Employee is on Long Term Disability (LTD).

A.21 Municipal Pension Plan

Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act* apply to the Employer and its Employees who participate in the Plan. This Plan is referred to as the Municipal Pension Plan in this Collective Agreement.

Upon completion of the probationary period or twelve (12) months of continuous service (whichever is the sooner), all Permanent Employees shall be brought under the provisions of the Municipal Pension Plan.

A.22 Retirement

- (i) Upon retiring on or after the minimum age of Fifty-Five (55) and provided the employee has a minimum of fifteen (15) years of continuous service, a pensionable employee shall receive six weeks' pay computed at the employee's rate of pay for the calendar month immediately preceding the date of retirement.
- (ii) Upon retiring on or after the minimum age of Fifty-Five (55), an employee with less than fifteen (15) years of continuous service shall, upon retirement, receive two (2) days' pay for every twelve (12) months' continuous service, prorated, computed at the employee's rate of pay for the calendar month immediately preceding the date of retirement.
- (iii) The retirement bonus detailed in (a) and (b) above will only be paid once to an employee throughout their employment with the Transit Department.
- (iv) Both Operators and Maintenance employees will be permitted to bank one (1) week of their Annual Vacation each year to a maximum of five (5) weeks to establish a retirement bank. Employees must qualify for a minimum of four (4) weeks' vacation in order to bank their week. Requests for banking must be received by Management no later than October 1 of the year in which the vacation is earned.

A.23 Severance Pay

One week's severance pay for each year of service will be paid to regular employees who become health cases to the extent they may not continue in their jobs but who, after six (6) months off the job, are not eligible for LTD benefits, or who become redundant due to the introduction of new methods, equipment or organization. The employer will train wherever practicable such employees for other positions covered by the ATU Agreement. The severance pay policy will not be applicable where employees decline training. Severance pay does not apply in cases of lay-off due to shortage of work on the system.

A.24 Leave of Absence

- (a) Any employee elected to a full-time office in Local 134, the Canadian Labour Congress, the B.C. Federation of Labour, and the Regional District Labour Council, which requires their absence from the Municipality's employ shall, for

the period of thirty-six (36) months, retain their seniority rights and shall, upon retirement from Union office return to the Municipality's employ. A further thirty-six (36) month period of leave of absence for Union office may be granted by the Municipality upon receipt of a written request from the employee and supported by the Union.

- (b)
 - (i) Employees being Officers of the said Local 134 will be granted leave of absence on official business in-so-far as the regular service and maintenance of the operation will permit, and shall be given precedence over any other application for leave on the same day. Officers are defined as the President, Vice-President and the Financial Secretary Treasurer of ATU Local 134.
 - (ii) Employees being Executive Board members (other than Officers), and Shop Stewards will be granted leave of absence on official business in-so-far as the regular service and maintenance of the operation will permit, and shall be given precedence over any other application for leave on the same day.
- (c) In a time of war, employees who enlist or are drafted into the Canadian Forces shall be granted a leave of absence and shall retain their seniority rights. On discharge from Military Service providing the Operator is physically and mentally capable of performing the duties, the employee will resume their former position, or in the event of conditions arising which prevent this, the employee will be provided with a position, where possible, equivalent to the one the employee relinquished.
- (d) Leave of absence without pay for a maximum period of one (1) week may be granted by the Transit Manager on compassionate grounds or in special instances where such leave of absence will not involve the Municipality in additional expense through overtime payments or hiring of additional personnel. Leaves of absence in excess of one week are to be referred to the Union Committee of the West Vancouver Transit Department for review and then referred back, with a recommendation to approve or otherwise, to the Transit Manager for final consideration.
- (e) Any leave of absence in excess of two weeks will also require written permission from the Union in order that seniority rights may be preserved. In the event that the leave of absence exceeds thirty (30) days, written approval must be obtained from the Union for each thirty (30) day period.
- (f) In the event of a death in an employee's immediate family, the Municipality shall grant a bereavement leave with pay for up to five (5) days in length for the purpose of arranging and/or attending the funeral. Bereavement leave shall be granted only upon application by the employee and for such time that the employee would normally have worked.

"Immediate family" shall be limited to include spouse, son, daughter, sister, brother, mother, father, mother in-law, father in-law, sister in-law, brother in-law, grandmother, grandfather, grandchild, stepmother, stepfather or common-law spouse. Common-law, including same-sex partner; means a person residing

with the employee for at least one year and is publicly represented as the member's spouse.

An employee shall be granted one (1) day with pay to attend a funeral as a pallbearer.

- (g) Calendar year for the purpose of this Section shall mean from January 1 to the next following December 31.
- (h) The following outlines the terms and conditions of Pregnancy, Parental and Adoption Leave. In the event of any conflict between the *Employment Standards Act* and Sub-section A.24 (h) of this Agreement language, the provisions of the *Employment Standards Act* will apply.

(1) Length of Leave

(i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay. Pregnancy Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and cannot be parceled into separate periods.

(ii) *Birth Father and Adoptive Parent:*

An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) *Extensions – Special Circumstances:*

An Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay beginning immediately after the end of the Parental Leave.

(iv) *EI Entitlement:*

The maximum combined period for EI benefits for an Employee on Pregnancy and Parental Leave, including special circumstances, shall be fifty-two (52) weeks. (including a two (2) week waiting period.)

(2) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Pregnancy Leave shall provide their Department Head with written notice and a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such notice and certificate shall be provided no later than four (4) weeks prior to when the Employee proposes to begin leave. A Medical Certificate form is available from the Human Resources Department or the District's WestNet.
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Pregnancy Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) Where a pregnant Employee gives birth before requesting Pregnancy Leave or before commencing Pregnancy Leave, the Pregnancy Leave will be deemed to have started on the date of the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a shorter period must be made in writing at least two (2) weeks before the Employee proposes to return to work. The letter must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide a written request with as much notice as possible and will be required to provide evidence of their entitlement to the leave.

(3) Return to Work

- (i) An Employee who has been granted Pregnancy Leave, Adoption Leave or Parental Leave shall notify their Department Head at least *four (4) weeks* before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.
- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the District of West Vancouver.
- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Pregnancy Leave and Parental Leave shall be counted as service.

Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their vacation which is unpaid.

- (iv) Employees requesting to return to work in a shorter period of time as defined in Sub-section A.24 (h) (2) (v) above, shall notify the Employer at least two (2) weeks before the date the Employee proposes to return to work.

(4) Sick Leave

- (i) An Employee on Pregnancy Leave shall be not entitled to paid Sick Leave benefits for any incapacity and disability arising from a normal delivery and subsequent convalescence. Subject to Sub-section A.24 (h) (4) (i) above, an Employee on Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to pregnancy, provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician.

(5) Benefits

- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Pregnancy and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.
- (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Public Sector Pension Plans Act*. The Employee and Employer portions must be paid at the time of purchase.

(6) Adoption Leave

- (i) Leave for Adoption of a child is administered as Parental Leave and is outlined in A.24(h)(1)(ii), (2)(vi), (3)(ii) & (iii), (5)(i)(ii) and the *Employment Standards Act*.
- (ii) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.
- (iii) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar months period.

A.25 Accident/Incident Reports

- (a) A payment of 50% of one-hour straight time shall be made when an employee is required to complete any report requested by management outside their regular working hours. Time for completion of such reports is to be entered on time cards and paid at the time the report is completed to the satisfaction of Transit Management.

- (b) If an employee is called in by the Department or Municipality outside their normal working hours, for an interview for any purpose other than completing an Accident/Incident Report, the employee shall be paid at straight time rates for the time of such interview. A minimum payment of one (1) hour shall apply.

A.26 Legal Costs

- (a) When an employee carries out operating procedures required by the Municipality and as a result is charged with a traffic violation or other legal action, the Municipality will pay the costs involved, i.e. legal costs, loss of pay and fines.
- (b) Where an employee is assaulted during the proper execution of their duties and is required by an Officer of the Court to attend and give statements or otherwise assist in a prosecution during their normal shift, then they shall be paid at straight time rates for all time spent for this purpose.

A.27 Jury Duty and Witness Pay

During the duty period, where an employee while engaged in the execution of their duties as an employee of the West Vancouver Transportation Department is witness to an accident and is subsequently compelled to attend an Inquest or Court on a Subpoena requested or procured by the Crown; or where an employee is required to serve time as a Juror, the employee shall be paid straight time rates for time lost. Any fees received by the employee for so acting shall be paid to the Municipality and if released by the Court with time still available in the employee's working day, the employee shall return to work; it being understood that at no time will the combination of Court time, reasonable travel time and work time be more than a twelve (12) hour spread. The Municipality accepts the principle that where an employee has worked and/or served as above for five (5) full days they shall be entitled to two days of rest.

A.28 Shorter Work Year

(a) Time Off

- (i) Employees covered by this agreement shall be granted one hundred and thirty (130) hours of Shorter Work Year credit comprising of one hundred and twenty (120) hours paid time off and an additional cash payment of ten (10) hours.
- (ii) Shorter Work Year credits will be pro-rated due to absences for sick leave, LTD and WCB, which, in total, exceeds the timelines and exemptions outlined in A.12(b)(i). Approved time off for union business (Code 29) is exempt from the pro-rating formula. Pro-rating will be based on the cumulative absences of the previous calendar year. In the event an employee leaves service before having earned the Shorter Work Year credits already taken, the Municipality shall deduct the unearned time from any final earnings and vacation pay due the employee.

- (iii) The three (3) weeks' paid time off is granted during the year it is earned. The ten (10) hour cash payment, at current rates of pay, will be paid on the second pay-period of each year.
- (iv) When a statutory holiday falls during an employee's Shorter Work Year time off, the employee may, on prior request and approval of the Department Head, extend their time off to cover the statutory holiday.
- (v) The Shorter Work Year sign-up for time off during the following year will be posted by October 1 of each year and be completed by October 31.

(b) History and Formula

The history relating to the Shorter Work Year and the formula used to calculate hourly rates of pay are referenced in Schedule "B" in the Collective Agreement and outlined in detail in Schedule "B" – Appendix, copies of which are on file with West Vancouver Transit, Amalgamated Transit Union, Local 134 and the Human Resources Division.

A.29 Reduction of the Work Force, Layoff, Bumping, Recall and Compensation

In the event of conflict between this Section A.29 and any other provision of the Agreement, this Section shall apply. For the purpose of this Section A.29, the following definitions apply:

(a) Definitions

- (i) "Layoff" means the temporary or permanent termination of employment of an employee as a result of the Municipality's decision to reduce the work force.
- (ii) "Seniority" shall mean an employee's seniority by continuous service within their Division, and for Maintenance, within their group classification from the date of their employment by the Municipality in the Transportation Department. However, seniority and compensation for employees other than Permanent Full-time shall be based on equivalent time.
- (iii) "Division" means "Conventional Operators," "Community Bus Operators" and "Maintenance". For the purpose of Layoff and Recall the Divisions are considered as separate.

(b) Notification of Union and Employees

- (i) The Municipality shall notify the Union advising it of the redundant position(s) within each Division, the pattern of bumping and the name(s) of affected employees. Such advice shall be written and shall also be given individually in writing to the affected employees.
- (ii) The advice referred to in A.29(b)(i) shall be given with ten (10) working days notice to both the Union and the affected employee(s) at the end of the employee's last shift of their workweek then current. The

employee and the Union shall both have two working days from the date of delivery of such advice in which to respond to the Municipality concerning the bumping pattern.

(c) Divisional Seniority

- (i) Should an employee move from one Division to another Division, Seniority in that Division is frozen and Seniority in the new Division commences accumulation from the first day of employment in that new Division.
- (ii) Should an employee move from a Division into a new Division and then returns to the previous Division, the employee's Seniority accumulated prior to the move will be re-instated and will commence accumulating from the day the employee returns to the previous Division. Seniority accumulated while employed in the Division from which the employee is moving will be frozen. Frozen seniority can only be reclaimed if a move back to the previous Division is made within twelve (12) months.

(d) Reduction in Operators

When layoffs occur within the two Operator's Divisions, they shall be carried out in accordance with A.29(f).

(e) Reduction in Maintenance Staff

- (i) For Layoff purposes, classification levels within the Maintenance Division shall be organized into two "group classifications" as follows:

Schedule "A" Classification
Layoff Group Classification

Mechanic classifications shown in Mechanic
Schedule "A" of the Collective
Agreement.

Support Services classifications shown in Support Services
Schedule "A" of the Collective
Agreement (this group shall be deemed
to include the following positions:
Utility Worker, Service Technician, and
General Helper.)

- (ii) Ranking within each group classification shall be based on seniority.
- (iii) When layoffs occur within the Maintenance Division they shall be carried out in accordance with A.29(f) below.
- (iv) For the purposes of this Section A.29, a Maintenance Division "hierarchy" shall be established for classification groups with high to low ranking as follows:
 - 1. Mechanics;

2. Support Services, i.e. Utility Worker, Service Technician, and General Helper.

- (v) An employee bumping into another position shall have the ability to perform the duties of the position.

(f) Layoff

In the event that it becomes necessary to reduce the number of Transit Employees (Operators and/or Maintenance Division) employed, the order in which the reduction will be determined shall be governed:

- (i) For Conventional and Community Bus Operators; by the Transportation Department seniority lists with the last Operator hired being the first Operator to be affected by the layoff.
- (ii) For Maintenance Employees; by the Transportation Department classification seniority within each group classification, with the last person hired within each group classification being the first person to be affected by the layoff.
- (iii) It is understood that prior to a layoff in any Division (Conventional Operations, Community Bus Operations and Maintenance) Non-Permanent Employees shall be terminated first. A Permanent Employee who is designated to be laid off as per A.29(f) can elect to fill any vacancy in Operations or Maintenance that they are qualified to fill. This includes those positions designated as Non-Permanent (i.e. Temporary, Part-time or Casual).

Medical, Dental and Extended Health benefits for laid-off employees shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff. Seniority ceases accumulation effective the day an employee is laid off.

(g) Election for Recall Rights or Compensation

At least five (5) working days prior to their effective date of layoff, employees will be required to elect, in writing, to avail themselves of the procedures set forth in sub-section (h), Recall or sub-section (i), Compensation. If an employee fails to make such election within the specified period, the employee shall be deemed to have elected compensation pursuant to sub-section (i), Compensation.

(h) Recall

The following shall apply only to laid-off employees who have elected this process pursuant to sub-section (g). In recalling employees who have been laid off, the following terms and conditions shall apply:

- (i) Except as shown in paragraph (viii) below, no new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as detailed below.

- (ii) Subject to the provisions below, laid off employees shall be recalled to their Division in order of seniority and shall retain their right to be recalled for twelve (12) calendar months immediately following the date of layoff, if their length of continuous service in the Transportation Department is less than four (4) years or for twenty-four (24) calendar months immediately following the date of layoff, if their length of continuous service in the Transportation Department is four (4) years and over.
- (iii) Laid-off employees shall be responsible for ensuring that the Municipality is notified of their most current mailing address and telephone number.
- (iv) In recalling a laid-off employee the Municipality shall advise the Employee by double registered mail directed to the latest mailing address provided by the employee and shall also advise the Union by copy of such letter.
- (v) A laid-off employee who does not respond within seven (7) calendar days of the mailing date of the initial attempt of the Municipality to contact them, shall have no further right to recall under this section.
- (vi) Upon making contact with a laid-off employee as outlined in paragraph (iv) above, the Municipality shall notify the employee of the time and place for reporting to work, providing that the Municipality shall, on request, allow the employee to report to work up to fourteen (14) days from the mailing date of the Municipality's initial attempt to contact the employee, or at the discretion of the Municipality, whose approval shall not be unreasonably withheld up to an additional fourteen (14) days.
- (vii) A laid-off employee who refuses to or does not report to work at the time and place as determined in paragraph (vi) above shall have no further right to recall under this Section and will be considered as terminated.
- (viii) Where a need for recall is established and the laid-off employee scheduled to be recalled is not available as per (h)(vi) above to report at the time scheduled, the Municipality may hire Temporary Employees to temporarily complete the work available pending the reporting to work of the recalled laid-off employees. Temporary Employees so employed shall be terminated when the recalled laid off employee whose work they are performing reports to work.
- (ix) Permanent positions being re-established shall not be posted while qualified employees are eligible for recall.
- (x) An employee who is recalled into a position shall have the ability to perform the duties of the position to which the employee is recalled.

(i) Compensation

The following shall apply only to laid-off employees who have elected this process or who are deemed to have elected this process pursuant to Section (g):

(i) For the purpose of paragraph (ii) only:

"Week's Pay" means a laid-off employee's straight time hourly classified rate of pay excluding all premium pay times forty (40) normal weekly hours except for Temporary Employees whose normal weekly hours shall be those which the employee normally works.

(ii) Laid-off employees shall be entitled to compensation of two (2) weeks' pay for between six (6) months and two (2) years of continuous service regardless of classification and one (1) additional weeks' pay for each continuous year of service thereafter, subject to a total maximum of eight (8) weeks' pay except for Temporary Employees whose week's pay shall be as shown in (i) above and years of continuous service shall be based on equivalent time using the same formula for establishing continuous service as is used in Section A.3 for establishing seniority.

(iii) Employees who elect or are deemed to have elected compensation pursuant to Section (g) shall be considered terminated on the effective date of layoff.

A.30 Sale, Lease or other Eventuality

(a) The Municipality agrees in principal that in the event of sale, lease, transfer, amalgamation, acquisition, abandonment or take-over, employees covered by this Agreement will have the right to follow their work with seniority rights. Insofar as is legally possible, the Municipality will endeavour to obtain a straight seniority mesh of all employees covered under this Agreement with Union Members of all other companies involved in any of the above eventualities. All Agreement matters and welfare benefits will be honoured, as legally possible.

(b) The Municipality agrees that in the event of the employees of another company taking strike action the employees of the Municipality will not be required to cover runs ordinarily operated by such company.

A.31 Grievance Procedure

Effective 2016 October 27:

It is the intent of the parties hereto to settle any differences between them as expeditiously and harmoniously as may be possible. To all sections and classes drawn up in this Agreement the Municipality agrees to meet and deal with the duly-accredited bargaining representatives of the Union upon all questions relating to hours, wages and working conditions or where any difference arises relating to the discipline, suspension or dismissal of an employee covered by this Agreement.

Note 1: Time limits may be extended by mutual agreement.

Note 2: When the aggrieved employee and/or Union Representative (maximum of one (1) representative) attends a Step 2 or a Step 3 meeting during their regular working hours, they shall suffer no loss of pay. If the aggrieved employee and/or Union Representative (maximum of one (1) representative) attends on their own time, they shall be paid at their straight time rates for the time of the Step 2 or the Step 3 meeting. The minimum of one (1) hour shall apply.

A. Normal Procedure

(i) **Step One:** Any aggrieved employee or employees will present the grievance in writing and, along with a Union representative, shall first discuss the matter with the Superintendent of Maintenance or Superintendent of Operations, or designate in either instance within ten (10) working days of the incident and both parties shall attempt to settle the grievance within five (5) working days.

(ii) **Step Two:** If the grievance cannot be settled as in Step One above, the aggrieved employee will present the grievance, in writing, to the Transit Manager, with a copy to the Union Executive within ten (10) working days after the expiry of the five (5) working days as outlined in Step One.

The aggrieved employee, with a Union representative, will meet with the Transit Manager and the Director of Human Resources or designate, and they will attempt to settle the grievance within five (5) working days. The result of the Step Two meeting is to be communicated in writing to the Union at the West Vancouver office.

(iii) **Step Three:** If the grievance cannot be settled as in Step Two, the Union may submit the grievance to the Chief Administrative Officer or designate who shall meet with the parties within five (5) working days. Where the Union submits the grievance as above noted, such will be submitted within ten (10) working days after the expiry of the five (5) working days as outlined in Step Two. The result of the Step Three meeting is to be communicated in writing by the Chief Administrative Officer or designate to the Union at the West Vancouver office within fifteen (15) working days.

(iv) **Step Four:** If the grievance cannot be settled as in Step Three, either party may refer the dispute to Arbitration within thirty (30) working days of receipt of the written response in Step Three.

B. Fast Track Procedure

For use in instances where an employee has been suspended without pay for five (5) consecutive working days or more, or where an employee has been dismissed.

- (i) **Step One:** Any aggrieved employee shall present the grievance in writing to the Transit Manager, with a copy to the Union Executive within ten (10) working days of the incident. The aggrieved employee, with a Union representative, shall meet with the Transit Manager and the Director of Human Resources or designate, and they shall attempt to settle the grievance within five (5) working days. The result of the Step One meeting is to be communicated in writing to the Union at the West Vancouver office.
- (ii) **Step Two:** If the grievance cannot be settled as in Step One, the Union may submit the grievance to the Chief Administrative Officer or designate who shall meet with the parties within five (5) working days. Where the Union submits the grievance as above noted, such shall be submitted within ten (10) working days after the expiry of the five (5) working days as outlined in Step One. The result of the Step Two meeting is to be communicated in writing by the Chief Administrative Officer or designate to the Union at the West Vancouver office within fifteen (15) working days.
- (iii) **Step Three:** If the grievance cannot be settled as in Step Two, either party may refer the dispute to Arbitration within thirty (30) working days of receipt of the written response in Step Two.

C. Union and Municipal Grievances

- (i) In the event there is a Union grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Four and shall be governed by the time restraints contained therein and shall further be governed by the ten (10) working day reporting time restraint detailed in Step One.
- (ii) In the case of a Municipal grievance the following shall apply:
 - (a) If the grievance is a "local" one (that is, originating from the Transit Manager), it will be directed to the Union Committee of the West Vancouver Transit Department and commence at Step One of the Grievance Procedure.
 - (b) If the grievance is not "local" (that is, originating from the Municipal Manager) it will be directed to the Union Local 134 office and commence at Step Three of the Grievance Procedure.

A.32 Arbitration

- (a) In general it is intended that grievances which are not resolved at the fourth step shall be submitted to a single arbitrator, however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply. In either case, arbitration proceedings shall be governed by the provisions of the *British Columbia Labour Relations Code*.
- (b) Single Arbitrator The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) clear days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) days after their appointment.
- (c) Three-member Board If arbitration is to be conducted by a Board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board.
- The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.
- (d) It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an employee or employees and the Municipality and it is further agreed that both parties and the employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedures.
- (e) Any question as to whether any matter is arbitral shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.
- (f) Unless otherwise stated in this Agreement the provisions of the *Labour Relations Code of British Columbia*, Sections 81 to 114 will apply.

A.33 Technological Change

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of 10% of employees to whom this Collective Agreement applies it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Code of B.C.*

A.34 Personnel Files

- (a) Any information pertaining to an employee that is being entered into the employee's file will be copied to the employee, the employee's personnel file, ATU Local 134, and the Director of Human Resources.
- (b) Confidential information on personnel will be kept at the Human Resources Department. This will constitute the only official file. Employees will have access to information in their personnel files. Union representatives will also have access to these files (with written permission of the employee.)
- (c) No anonymous complaints will be recorded on the employee's file.
- (d) Phoned-in complaints must have name and addresses or phone numbers. To be followed up by the Transit Manager or delegate.
- (e) An employee may request removal of a disciplinary document from their personnel file after three (3) years from the date of issue, except in cases where such documents are part of a cumulative record or in circumstances where a suspension has been imposed. This request shall be made through Human Resources to the employee's Manager for consideration. Performance appraisals are not considered disciplinary documents.

A.35 Memorandums of Agreement and Letters of Understanding

- (a) It is agreed that the Letters of Understanding and Memorandums of Agreement listed below shall be attached to and shall form part of this Collective Agreement and shall remain in full force and effect, unless modified by Agreement, for the duration of this Collective Agreement:
 - Schedule "A" – Wage Rates and Salaries
 - Schedule "B" – Letter of Agreement - History and Formula for Shorter Work Year
 - Schedule "C" – Letter of Agreement – Training Premiums
 - Schedule "D" – Letter of Understanding – Spareboard B.6(e)
 - Schedule "E" – Letter of Understanding – National Safety Code
 - Schedule "F" – Letter of Understanding – Video Camera Surveillance
 - Schedule "G" – Letter of Understanding – Benefits Committee
- (b) It is agreed that the wording "Carried Forward and Effective for the term of this Collective Agreement", will be typed or stamped on the Letters of Understanding and Memorandums of Agreement to show that they are carried forward and are effective for the term of the Collective Agreement. The year or years of the Collective Agreement will be written in.

A.36 Driving of Buses

- (a) The driving of buses being leased to or owned by West Vancouver shall be the responsibility of members of the Union, except in cases of emergency, or as outlined below:
 - (i) Management Staff, i.e. Transit Manager, Superintendent of Maintenance, Superintendent of Operations and Operations Supervisor or persons assigned to act for them, in the performance of their duties;
 - (ii) Operator Trainers;
 - (iii) Buses being delivered to or from Coast Mountain Bus Company (CMBC) facilities by CMBC Personnel;
 - (iv) Other staff only when performing route checking, complaint investigation, accident investigation, report adjudication or drivers licence requirements.
- (b) Employees, when so requested, will provide to the employer, written consent to allow the employer, on the employee's behalf, to request a Driver's Licence Abstract from the Department of Motor Vehicles. Any Department of Motor Vehicles expenses associated with the exercise of this sub-section will be paid for by the employer.

A.37 Gender

The masculine gender, wherever used herein shall also mean and include the feminine unless the context otherwise requires.

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SECTION B

CONVENTIONAL BUS OPERATIONS

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B.1 Working Days, Hours and Shifts

- (a) No Operator may be compelled to be tied to the job for more than twelve (12) hours in any transit day. Hours in a transit day shall be any work starting between 0001 hours and 2400 hours in any one day.
- (b) In cases where Operators are on paid standby, extra-board, or deadhead time, or where part of an Operators duties include seasonal services that may be cancelled from time to time, or in cases of general service disruptions requiring intervention, Operators may be assigned alternate duties during these paid times. The principle being "Paid Time is Work Time."
- (c) In-service coach failures determined by maintenance to be not road worthy will not be handled by operators.

B.2 Sign-up and Running Sheets

- (a) The Sign-up Sheet showing the hours and spreads of runs will be submitted to the Operators' representatives for scrutiny in sufficient time to permit any necessary revision before posting for sign-up. The write-up is to be completely posted at least three (3) days before signing. The Sign-up Sheet to be completed at least one (1) week prior to the commencement of the sign-up.
- (b) Each sign-up will be for approximately three (3) months duration.
- (c) The Municipality will recognize a Union Committee of the West Vancouver Transit Department to scrutinize new Running Sheets and may make suggestions as to changes that may improve runs without added cost to the Municipality.
- (d) The Municipality shall have the final decision whether the Union Committee suggestions are accepted or not.
- (e)
 - (i) Time off to a minimum of four (4) hours total time will be allowed and paid by the Municipality for the Union Committee's review of each sign-up.
 - (ii) Where new routes are introduced or where a rewrite and updating of services occur, the Transit Manager may allow up to nine (9) hours total time to be paid for the Union Committee's review of the sign-up affected. In either instance the Sheet Committee will review the sheets collectively or separately on Transit premises and be paid accordingly.
- (f) All Statutory Holidays shall be posted on the work sheet at least fourteen (14) days prior to the holiday. Sign-up for the holiday must be completed one week in advance of the holiday. Christmas, Boxing Day and New Years' Day will be posted and signing to begin on the Monday closest to December 1.

B.3 Duty Time

- (a) Where a Bus Operator runs less than eight (8) hours and not less than seven (7) hours, the Operator shall be paid eight (8) hours' time.

- (b) In the event that a duty is over eight (8) hours, time and one-half (1-1/2) rates shall be paid for all such time over eight (8) hours. Double time shall be paid for all work time over eleven (11) hours.
- (c) Effective 2016 September 5, shift differential of ninety cents (\$0.90) per hour shall be paid to Operators working after 20:00 hours (effective 2017 December 01, one dollar and five cents (\$1.05)). The shift differential shall be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime hours attached to the shift. Shift differential premium shall be included as "normally earned" pay for vacation pay purposes.
- (d) The minimum duty time to be paid to an Operator or Spareboard Operator on a declared eight hour (8) duty called out on the Operator's regular working day shall be two (2) hours' pay at time and one half (1-1/2).
- (e) Inspection time is provided in each regular eight (8) hour shift to Operators for the pre-trip and post-trip inspection of buses, not including T-Bus, and the assignment of vehicles. Inspection limits shall be:
- Pre-trip, for Articulated buses, fifteen (15) minutes.
 - Pre-trip, twelve (12) minutes for buses leaving the yard prior to 0730 hours.
 - Pre-trip, ten (10) minutes for buses leaving the yard after 0730 hours until the end of the service day.
 - Post-trip, five (5) minutes for buses returned to the yard.
- (f) The Municipality agrees to take any pieces of work adding to seven (7) hours or more and make them into a regular shift. This will not preclude the Municipality from changing a run and adding to these pieces the work of a regular shift. Further, it is recognized that a sufficient number of Operators, to a maximum of 25%, must be maintained on the Spareboard.
- (g) In the event of a run not being completed within nine (9) hours of the commencement of the first shifts, all such overtime shall be paid for at the rate of time and one-quarter (1-1/4).
- (h) All regular Full-time duties shall show in the write-up the work to be done on each weekday, Saturday and Sunday.
- (i) If an Operator is required to work two pieces of work separated by fifteen (15) minutes or less, the two pieces will be considered a single piece of work and will be paid straight through.
- (j) All regular Full-time duties shall be guaranteed eight (8) hours' pay at current rates.
- (k) Effective 2016 October 27, premium pay on Christmas Day shall be paid at two times (2) the employee's regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year's Eve shall be paid at one and one-half times (1½) the employee's regular rate of pay for all hours worked between 1700 hours and the end of the service day.

B.4 Rates of Pay for Work on Days Off

Employees called out on their days off shall be paid time and one-half (1-1/2) of the straight rates per hour for all work done with a minimum pay of three (3) hours at time and one-half (1-1/2). All regular and Spareboard Operators shall have preference for any and all driving work exclusive of regular shifts.

B.5 Split Shifts

- (a) Any regular Full-time duties with a layover of two (2) hours or more shall constitute a split shift. A split shift shall be made of two (2) sections only with a minimum of two (2) hours in any one section, and the total elapsed time shall not exceed twelve (12) hours.
- (b) The Municipality agrees to hold the number of split shifts posted to a minimum, subject to the following conditions:
 - (i) No Sunday or statutory holiday split shifts except by mutual agreement or on Easter Monday where it is impossible to do otherwise without an increase in staff.
 - (ii) No split shifts on duties finishing after 2015.
 - (iii) Subject to sub-section B.5 (b) (i) and notwithstanding A.10 (a) (i), Easter Monday shifts shall be paid at time and one half (1-1/2) up to and including ten (10) hours of spread or actual work carried out and double time thereafter.
- (c) The Municipality and the Union shall endeavour to reduce the number of split shifts further.

B.6 Spareboard Rules

- (a) Spareboard work will be packaged by the Municipality and offered to Spareboard Operators on a seniority basis.
 - (i) All known regular eight (8) hour shifts (indexes), booked off in advance due to illness, injury, WCB or other circumstances, spareboard shifts, and charters will be offered by seniority to Spareboard Operators, Overtime Operators on their regular working day, and Overtime Operators on their day off, in that order, seven (7) days a week at 1700 hours the day before.

Note: Regular shift Operators, on their regular working day, may only accept an A.M. "On Call to Shift" position provided their regular duties begin after 1000 hours.
 - (ii) It is the responsibility of Spareboard Operators to advise the Transit Service Coordinators, prior to 1700 hours, as to their preference of work for the following day. If not done, Operators will be assigned on estimated earliest finish, by seniority.

- (iii) Operators accepting spareboard shifts and charters for the next day will report at the start times assigned (except for "On Call" positions).
- (iv) Morning "trippers" weekdays, as designated, will be signed by seniority.
- (v) For other work not assigned the day before, work will be packaged and offered by seniority between 0900 and 0915 hours. At this time, the assigned working hours will be locked, however, the duties within these hours may change as part of the daily guarantee.

Spareboard Operators with special start times due to National Safety Code rules governing rest breaks will have packages designed specifically for them.

For Spareboard Operators required to attend meeting (i.e. Safety, Environmental, Labour Management, etc) packaging will be specific to that individual with the understanding that the meeting time will be part of the operator's regular duty time.

- (vi) Notwithstanding B.1 and B.6 (a) (v), AM Standby Operators starting prior to 0530 hours Monday through Saturday will be guaranteed work finishing within ten (10) hours from the start of their day.
- (vii) For Sundays and Statutory Holidays, AM Standby Operators starting prior to 0630 hours will be guaranteed work finishing within nine (9) hours from the start of their day (except Easter Monday).
- (viii) Spareboard Operators on PM Standby are required to check with the Transit Service Coordinators one (1) hour before their start time to confirm whether a later start time is necessary to cover a booked off shift.
- (ix) To facilitate coverage, a Spareboard Operator may be required to work up to ten (10) minutes extra at the current overtime rates within the confines of B.1.

Booked Off Shifts and Other Work Occurring After 0915 Hours

Work occurring after 0915 hours will be distributed by seniority to regular Spareboard Operators, Overtime Operators on their regular working day, and Overtime Operators on their day off, in that order. To facilitate seniority, booked off indexed shifts will be split into two parts, as a minimum. There is no requirement to split the shift into more than two parts, but this may be done to facilitate coverage. Where coverage of the shift cannot be accomplished as above, the full shift may be given to one Operator.

(b) Short Notice Coverage

It is understood that in the case of volume delays or absolute emergencies, the Company may use existing on-duty staff, or whoever is available, to cover work up to a maximum of two (2) hours.

(c) Overtime Call Back

Except for emergencies as outlined in sub-section B.6 (b), where overtime comes available and an Operator cannot be reached, five (5) minutes will be allowed for potential call-back, by the Operator, before moving on to the next most senior Operator.

(d) Spareboard Splits

Spareboard Operators will have a maximum of one (1) split per eight hours worked.

(e) Overlapping / Linking

Different work assignments may be linked provided the service will not operate behind or ahead of schedule, as may be determined by Transit Management (or designate) unless, due to time constraints or a shortage of Operators, Transit Management (or designate) may alter the times of scheduled trips to facilitate linking and to mitigate inconvenience to the public.

(f) Telephones

Temporary and Probationary Operators will be required to assist on phones.

(g) Red Lining

Operators in training may be red lined up to five days maximum, with the understanding that if additional time is required, the employer will consult with the Union.

(i) Alteration of Days Off

Management reserves the right to alter Spareboard days off during the sign-up period to ensure a sufficient number of regular Spareboard Operators are available/maintained on a daily basis. Such day off alterations shall be offered on a seniority basis.

B.7 Extras

One (1) hour's pay, at straight time, shall be paid to Operators on A.M. Extra, 1st On Call, and 2nd On Call who are not called in.

B.8 Uniforms

(a) First Uniform Issue

The first uniform issue to new Operators is provided on the successful completion of the probationary period and will consist of the following:

Full Uniform Issue

- 6 shirts - any variety of short or long sleeve, or golf shirt (which is equivalent to 2 shirts).
- 3 pairs of uniform pants or shorts with a minimum of pant.
- 2 uniform jackets
- 1 fleece vest
- 2 ties
- 2 sweaters – one each of sleeveless and long sleeve

(b) Subsequent Uniform Issue

Replacements for uniform issue are provided on an as-required basis or once every three (3) years, whichever occurs first.

(c) Wearing of Uniforms

Wearing of uniforms shall be as stated in the *Policies and Procedures Manual*, Section 0.2.

(d) Cleaning of Uniform

- (i) The Municipality will provide each operator with a cleaning allowance of Thirteen Dollars (\$13.00) payable each payday. Operators will be responsible for maintaining their uniforms at a cleaner of their choice.
- (ii) The Municipality will meet any legitimate charge in regard to making good any damage to uniforms in the course of duty, reasonable wear and tear excepted. The Municipality will exercise its discretion where uniforms may not have been satisfactory.

(e) Operators Leaving the Municipality

- (i) In the event that a Bus Operator leaves the employ of the Municipality as a Bus Operator within six (6) months of receiving a uniform, they shall be required to return it to the Municipality.
- (ii) Any Bus Operator leaving the employ of the Municipality will be required to return all crests and insignias on the uniform.

SECTION C
MAINTENANCE

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C.1 Working Days, Hours and Shifts

- (a) Working shifts for Maintenance employees shall be scheduled between 0445 hours and 0215 hours Monday to Saturday and shall include, during weekdays and Saturdays, a thirty (30) minute meal break per shift and a ten (10) minute paid rest break during each half of a shift. For shifts commencing at or after 1600 hours the half (1/2) hour meal break shall be paid, however for day shifts the meal break shall be unpaid.
- (b) On Sundays and statutory holidays (except Easter Monday) the shifts shall be scheduled between 0545 hours and 0215 hours and shall include a thirty (30) minute paid meal break and a ten (10) minute rest break.
- (c) Paid rest breaks and paid meal breaks are to take place on the premises.
- (d) There shall be no split shifts in the Maintenance Department unless agreed by the Union Committee.
- (e) Where required, Maintenance staff will open and close the facility.
- (f) The Employer will be implementing a (4)-day work week with three (3) consecutive days off. The implementation of this work week arrangement will occur 2014 January 5. Such a schedule is intended to result in:
 - no loss of productivity; and
 - no additional cost to the Employer.

More specifically in terms of days to be clarified as follows:

Such schedule will include recognition that mechanics may bank a maximum of forty (40) hours of their statutory holiday hours (effective 2016 October 27, fifty (50) hours of their statutory holiday hours per calendar year). All statutory holiday hours earned in excess of forty (40) hours (effective 2016 October 27, fifty (50) hours per calendar year) shall be paid out during the pay period in which they are earned, e.g. any conversions such as statutory holidays will remain as paid on the basis of eight (8) hour days.

With respect to the alternate work week arrangement, notwithstanding the generality of the foregoing the conversion of the benefit shall result in no greater or no lesser benefit to mechanics than they would have had under a five (5)-day week eight (8)-hour setup. For example, for mechanics, in Article A.18(a)(i), accumulation will be on the basis of twelve (12) hours per month (maximum one hundred and forty-four (144) hours per calendar year), cumulative to a maximum of two thousand (2000) hours.

In addition, the Employer and the Union agree to review the provisions of the Agreement prior to its implementation to ensure there is an understanding on how references to work days are to be applied. Examples of provisions that need to be reviewed include but are not limited to: A.8, A.10(ii), A.11, A.13, A.15, A.18, A.22, A.28, C.1, C.2, C.5(c), and C.7. Further, the Employer and the Union agree to review the complete four (4)-day work week arrangement at the end of the term of the Agreement.

C.2 Shift Sheet

- (a) The Maintenance Shift Sheet shall be posted for three (3) sign-ups per year, and shall show seniority and shift working hours.
- (b) For Holiday Relief positions the following rules apply.
 - (i) When working their regular base shift the regular working day rules and rates apply.
 - (ii) Relief positions will be responsible for covering unmanned shifts due to sick leave, WorkSafeBC, vacation leave, shorter work year leave, and training leave.
 - (iii) Whereas any of the above coverage is required, as determined by the Superintendent of Maintenance, it may be offered by seniority, either as a shift change or as overtime. Where no coverage is obtained, then the shift shall be assigned to the holiday relief.
 - (iv) All relief positions will not be required to work more than ten (10) consecutive days without a day off.
 - (v) All relief positions who are required to change their shift will be notified a minimum of one (1) week prior. If the one (1) week notice is not given, overtime rates will apply for the first shift (one day) covered.
- (c) Apprentices will be assigned to any shift deemed necessary by the Superintendent of Maintenance. For the first two years, Apprentices shall not be assigned to any shift where there is not a journeyman mechanic normally scheduled. Said shifts will be determined when the regular shift sign-up is posted and shall be unchanged for the normal sign-up period.
- (d) New maintenance employees, other than Apprentices, will be assigned for a period no greater than one (1) year from date of hire, to any shift deemed necessary by the Superintendent of Maintenance. Shift duration will be for a period of no less than two (2) months. After completion of one (1) year service the employee shall be moved to the next regular shift sign-up.

C.3 Overtime

- (a) Hours worked in excess of an employee's normal daily work shift shall be compensated for at time and one half the employee's regular rate of pay for such time over eight (8) hours and double time the employee's regular rate of pay for all time worked over eleven (11) hours.

For Mechanics on a 4 on/3 off shift as per Article C.1(f), overtime rules will apply after the 10 hour shift at time and one-half the employee's regular rate of pay for time over 10 hours, and double time the employee's regular rate of pay for all time worked over 11 hours.

- (b) Overtime in the Maintenance Department will be assigned to employees in the following method. Overtime will be offered and assigned first to the most senior employee in their division when on their regular working day, and then offered by seniority to employees on their regular day off. Seniority may be bypassed when a Maintenance employee is required to finish up a daily work assignment. Seniority may also be bypassed for reasons of an employee's training requirements.

C.4 Call Out/Standby

- (a) The minimum duty time to be paid to Garage personnel called out prior to or after completion of a regular shift shall be two and a half (2 1/2) hours' pay at time and one-half (1-1/2).
- (b) Employees called out on their days off shall be paid time and one-half (1-1/2) of the straight rates per hour for all work done with a minimum pay of three (3) hours at time and one-half (1-1/2).
- (c) Where a Standby person is required and has been identified well in advance (i.e.-Statutory Holidays), the Standby position will be posted at least two (2) weeks prior to the day it is required. In cases where a standby is required due to unforeseen circumstances (short notice) it will be posted by 1300 hours the previous day, when possible. Payment for standby shall be two (2) hours at time and one half (1-1/2) for a six hour standby.

C.5 Vacation Block/Shorter Work Year Block

The Vacation/Shorter Work Year block for Maintenance is to be January 1 to December 31 inclusive. A statutory holiday or day off due may be added to vacation scheduled on prior notice to and approval of the Superintendent.

- (a) The Vacation/Shorter Work Year block for Maintenance shall be posted by October 1, with signing to commence immediately. The sign-up is to be completed by November 30. The Union Committee agrees to encourage employees to promptly complete the sign-up.
- (b) Each column is open for signing throughout the year, January 1 through December 31.

Once the four (4) day work week arrangement has been implemented, a different vacation/block Shorter Work Year block sign up will be implemented. This system will include four columns: two (2) columns for Day shift Mechanics, one (1) column for Afternoon shift Mechanics and one (1) column for Tire/Utility workers and Service Technicians. The Employer and the Union agree to review the different vacation block/shorter work year block sign up system at the end of the term of the Agreement.

- (c) Time off is to commence immediately following assigned days off, regardless of pay period cut off.

C.6 Mechanic Progression

- (a) All Mechanics hired after 2013 October 21 shall have a Trade Qualification or be eligible to be enrolled in an apprenticeship program in the Commercial Transport or Heavy Duty trade. In such a circumstance, the employee will be paid in accordance within an appropriate level of remuneration set out in Schedule A, under Maintenance.
- (b) If time off is required to attend courses or seminars not required by the Municipality, the Municipality will allow the time off, subject to staffing and the employee shall make up the time lost at straight time. With respect to the day the employee writes the T.Q. examination, paid time off will be allowed, including travel time, where it occurs, in what would have otherwise been part of the employee's regular shift.
- (c) Where an apprenticeship program in the Maintenance facility is in effect and an employee is so enrolled, then time off required to attend classes shall be paid at straight time provided any funds they receive are reimbursed to the Municipality.
- (d) An Apprentice in their 4th year of employment with the Company, upon proof of obtaining Provincial certification as a Commercial Transport Mechanic, will be paid the Mechanic "A" rate.

C.7 Shift Differential

- (a) Shift differential of one dollar and forty-five cents (\$1.45) (effective 2016 October 27, one dollar and sixty-five cents (\$1.65)) per hour shall be paid to Maintenance staff in accordance with sub-section C.7(c). The shift differential shall be paid for the regular hours of the shift and includes the shift hours worked by replacement personnel, but will not be paid to overtime hours attached to the shift.
- (b) For the early morning maintenance employee opening the Transit Facility, shift differential will be paid for their entire shift.

Shift differential is to be paid to full shifts commencing and finishing during the hours of 1600 and 0800. Except for the early morning maintenance employee noted in (b) above, if a day shift commences at 0630 hours there will be no shift differential paid, however if a shift commences prior to 0630 hours, for example 0530 hours the employee receives shift differential for the portion of the shift worked prior to 0630 hours. Conversely, if an employee finishes a shift at 1730 hours they will receive no shift differential, however if an employee finishes a shift after 1730 hours they will be paid shift differential for the time worked beyond 1730 hours.

- (c) Shift differential premium shall be included as "normally earned" pay for vacation pay purposes.

- (d) Effective 2016 October 27, premium pay on Christmas Day shall be paid at two times (2) the employee's regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year's Eve shall be paid at one and one-half times (1½) the employee's regular rate of pay for all hours worked between 1700 hours and the end of the service day.

C.8 Maintenance Chargehand and Leadhand

- (a) (i) The Superintendent of Maintenance will appoint two (2) Chargehands to enable supervisor coverage for the entire seven (7) day work week during dayshift hours.
- (ii) Chargehands and Leadhands are required to have either a BC Trades Qualification (T.Q.) as a Commercial Transport Mechanic, or a BC Certificate of Apprenticeship as a Commercial Transport Mechanic.
- (iii) The premium for the Leadhand Mechanic referred to in C.8 is outlined in Schedule "A".

(b) Procedural Qualification and Duties of a Leadhand

- (i) A member of the afternoon shift only is appointed as Leadhand to supervise one or more employees and is paid for each hour worked.
- (ii) Where there is a Chargehand not normally scheduled, the most senior mechanic shall be the Leadhand. When the Service Technician is working without a mechanic present, the most senior Service Technician shall be Leadhand.
- (iii) Duties - Leadhand
- To assist in the direction of other Maintenance employees;
 - To carry out work of a specialized nature, whether or not such work entails the direction of others;
 - To ensure Maintenance staff under their direction observes established working hours;
 - To communicate to the Maintenance Superintendent or Chargehand cases where employees are failing to follow proper instruction;
 - As other duties permit, perform maintenance work on equipment as required.

(c) Procedural Qualification and Duties of a Chargehand

- (i) Where the Chargehand shift is vacant, the municipality shall appoint a dayshift leadhand for the duration of the absence of the Chargehand.
- (ii) Where the Chargehand is absent for a full day, a Mechanic A will be appointed Leadhand for that period of time. The Mechanic so appointed by the Superintendent of Maintenance, must have similar working hours to that of the absent Chargehand.

- (iii) In addition to the Leadhand duties, the Chargehand will assist in planning, estimating, supervision, training, inventory maintenance, and other duties as may be directed.
- (d) It is understood that morning Maintenance employees will answer the telephone and radio and take and deal with book-offs until the first Temporary or Probationary Stand-by Operator arrives. The Operator will then be responsible for this function until the first Dispatcher arrives. In the evening after Dispatch staff and Temporary or Probationary Stand-by Operators have left, the Maintenance staff shall also handle the telephones, radio, and other matters as necessary.

C.9 Protective Clothing & Equipment

- (a) The Municipality shall supply, maintain and clean at least ten (10) pairs of coveralls per two (2) week period per employee to all Maintenance personnel. Additional coveralls shall be supplied during the week as required to provide proper protection for the employee's clothing. The Municipality is to maintain and supply coveralls as may be required by the employer for each employee in the Maintenance staff.
- (b) Rainwear shall be supplied for each Service Technician as required.
- (c) When safety shoes are required on the job and with prior approval by the Maintenance Superintendent, the Municipality will pay up to Three Hundred Dollars (\$300) per twenty-four (24) month period towards the cost of safety shoes or steel toed rubber boots purchased by employees in the classification of Mechanic or where required by the Workers' Compensation Board, and the shoes are approved as suitable for the work to be done. Proof of purchase to be submitted to the Superintendent of Maintenance for reimbursement.
- (d) Protective equipment will be supplied by the Department to maintenance employees as required under WorkSafeBC Regulations and to specifically include all hand, eye, ear, respiratory, and face protection.

C.10 Tool Allowance

As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance of fifty-five cents (55¢) (effective 2016 October 27, eighty cents (\$0.80)) per hour for hours worked (includes regular and overtime hours only). The Tool Allowance will be paid on the employee's payroll cheques on the first payday in January and the first payday in July of each year.

C.11 Commercial Vehicle Inspector Renewal Fee

The Commercial Vehicle Inspector Renewal Fee will be reimbursed by the Company to those employees requiring certification once every two years.

C.12 Maintenance Training

Effective 2016 October 27, any Maintenance employee required to attend a training course of eight (8) hours or more offsite will be paid the employee's regular daily hours.

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SECTION D
COMMUNITY BUS OPERATIONS

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Section D - General

D.1 Employee Definitions

Qualified Community Bus Operators will be hired and individually classed as **Permanent Part-Time or Casual Employees**.

- (a) Permanent Part-Time is an Operator who works a standard set of hours on a weekly rotation, which is greater than 24 hours per week but less than 40 hours per week.
- (b) Casual Operators are those hired on an as needed basis for intermittent coverage, additional service requirements, and for replacement coverage for absent or vacationing employees. While replacing Permanent Part-Time Employees, Casual Employees may be required to work weekly hour's equivalent to that Permanent Part-Time Employee.

D.2 Probation

- (a) A probationary period of six (6) calendar months applies to Permanent Part-Time Employees and, effective 2016 October 27, a probationary period of twelve (12) calendar months and a minimum of six hundred (600) hours worked applies to Casual Employees to demonstrate their ability to perform the duties assigned.
- (b) For Permanent Part-Time Employees, their first 3 months of probation is subject to termination without cause and the final 3 months subject to just and sufficient cause. Casual Employees are subject to termination consistent with the terms of the *Employment Standards Act of B.C.*

D.3 Seniority

- (a) Seniority applies only to Permanent Part-Time Operators from date of hire within the Community Bus Operations Group.
- (b) Permanent Part-Time Community Bus Operators accepting positions as a Permanent Conventional Operators or Temporary Conventional Operator will have the right to revert back to the Community Bus Operations when a position is available.
- (c) Seniority for the purpose of being considered for Permanent Conventional Operator positions, and subject to their qualifications, Part-Time Community Bus Operators and Temporary Conventional Operators will be considered based on their date of hire in their respective sections.

D.4 Working Days, Hours, and Shifts

- (a) Permanent Part-Time Community Bus Operators will be assigned a maximum of 5 days per week, conditional on operational requirements. Maximum 12-hour Total Elapsed Time (TET) will apply. The principal of 2 consecutive days off each week will apply for shifts with a 3, 4, or 5-day rotation.
- (b) Casual Community Bus Operators will be required to accept one day's work per week, when provided, to maintain their position and understanding of the operation. Minimum daily guarantee is four (4) hours.

D.5 Paid Hours and Premiums

Community Bus Operators will be paid for hours worked at straight time rates except:

- (a) Actual work hours on a statutory holiday will be paid at 150% of straight time rates (statutory holidays are as listed in the Conventional Agreement A.15 (b)).
- (b) Time beyond 8 hours in a day paid at 150% of straight time, 200% beyond 11 hours worked.
- (c) The operator working a regular 5-day shift only will attract 150% of straight time on the 6th and/or 7th consecutive day worked unless the 6th or 7th day is the result of a change of days off in a sign-up.

D.6 Benefits

- (a) Permanent Part-Time and Casual Community Bus Operators will be paid 13.5% in lieu of benefits from date of hire including vacation and pay for statutory holidays. Vacation entitlement without pay and treatment of statutory holidays will be as applied as outlined in the *Employment Standards Act (ESA)*.
- (b) On completion of six (6) calendar months service, Permanent Part-Time Community Bus Operators will be given a one-time option of participating in the Municipal benefits package.

Where a Permanent Part-Time Community Bus Operator opts for benefits, the Municipality will contribute its contractual portion of the premiums (as defined in the Conventional Agreement.) pro-rated for the portion of full time regular hours worked. The employee will pay the balance of the premium. Benefits for Permanent Part-Time Employees under this section include: Vacation, Sick Leave, Statutory Holidays, BC Medical and Extended Health, Dental, Group Life, LTD, and Municipal Pension Plan.

- (c) Permanent Part-Time Community Operators who have opted for benefits will accumulate sick leave at 1.5 days per month pro-rated to a sick leave bank to a maximum of 500 hours. Payment of sick leave credits will be based on the hours that would normally have been worked on their regular working days. On the sixth (6th) and subsequent absence in any calendar year, the employee receives no pay for the first day of any period of absence during the rest of the calendar year.

Section D - Operations

D.7 Sign-up and Running Sheets

Sign-up and Running sheets will be available for scrutiny by the Operator representatives similar to B.2 of the Conventional Agreement, except that no additional time or pay provisions for review are provided.

Sign-up for Community Bus will be posted each four (4) months except where significant changes in service may warrant a new sign-up within two (2) months.

D.8 Duty Time

The following Community Bus guidelines replace B.3 of the Conventional Agreement.

- a) Except as defined in D.4 for minimum daily hour guarantee, no other hourly guarantee will be provided except as may be defined in a Community Bus sign-up.
- b) Inspection – Except as provided below, Operators who take a Community Bus into service will be provided five (5) minutes for Pre-Trip inspection. Operators returning a Community Bus from service will be provided five (5) minutes Post-Inspection.

During the winter months (November through February) Operators will be provided an additional five (5) minutes of Pre-Trip Inspection for a total of ten (10) minutes.

- c) Community Bus Operators will be responsible for maintaining the cleanliness of the interior of the community bus while in service and on return to WVTC. Duties include ensuring that the floor and seats are free of debris at the end of each trip and on return to WVTC.
- d) Spread time of 125% of straight time rates apply for all hours beyond nine (9) hours from the start of duty. (Overtime excluded)
- e) Effective 2016 September 5, shift differential of ninety cents (\$0.90) per hour shall be paid to Community Shuttle Operators working after 20:00 hours (Effective 2017 December 01, one dollar and five cents (\$1.05)). The shift differential shall be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime hours attached to the shift. Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.
- f) Effective 2016 October 27, premium pay on Christmas Day shall be paid at two times (2) the employee’s regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year’s Eve shall be paid at one and one-half times (1½) the employee’s regular rate of pay for all hours worked between 1700 hours and the end of the service day.
- g) Pieces of work separated by less than fifteen (15) minutes are paid straight through.

D.9 Uniforms

As detailed in B.8 of the Conventional Agreement except:

a) Full Uniform Issue

- 4 shirts – any variety of short or long sleeve, or golf shirt (which is equivalent to 2 shirts)
- 3 pairs of uniform pants or shorts with minimum of 1 pant.
- 2 summer jackets
- 1 fleece vest
- 2 ties
- 2 sweaters – one each of sleeveless and long sleeve

b) Cleaning of Uniform

Effective 2016 October 27:

- (i) The Municipality will provide each Permanent Part-Time Community Bus Operator with a cleaning allowance of thirteen dollars (\$13.00) payable each pay period. Operators will be responsible for maintaining their uniforms at a cleaner of their choice.
- (ii) The Municipality will provide each Casual Community Bus Operator with a cleaning allowance of thirteen dollars (\$13.00) payable each pay period worked. Operators will be responsible for maintaining their uniforms at a cleaner of their choice. .

D.10 Other Applicable Sections

The following clauses in the Conventional Agreement will be applicable to the Community Bus Letter of Agreement except as noted.

- A.1** Term of the Agreement
- A.2** Union Membership
- A.7** Rules, Regulations, Systems and Procedures
- A.19** Workers' Compensation: All Community Bus Operators will be covered by WCB except that approved Workers Compensation Wage Loss Benefits will be sent directly to employees who are not on benefits and directly to the employer for employees on benefits.
- A.22** Retirement - Applies to Permanent Part-Time Community Bus Operators only who have opted for benefits. Minimum/Maximum years for retirement remains, but retirement bonus pay is pro-rated based on their part-time hours calculated on the average of their last calendar month of earnings immediately preceding the date of retirement.
- A.24** Leaves of Absence - Paid leaves of absence under this section applies to Permanent Part-Time Community Bus Operators who have opted for benefits.
- A.25** Accident/Incident Reports
- A.26** Legal Costs
- A.27** Jury Duty and Witness Pay
- A.29** Reduction of the Workforce; Lay-off, Bumping, Recall & Compensation

- A.30 Sale, Lease or other Eventuality
- A.31 Grievance Procedure
- A.32 Arbitration
- A.34 Personnel Files
- A.36 Driving of Buses
- A.37 Gender

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the SEAL of The CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:



Mayor



Transit Manager

Superintendent of Operations



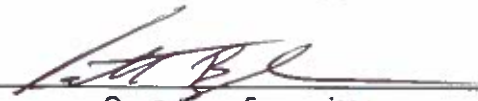
Superintendent of Maintenance



Manager, Human Resources

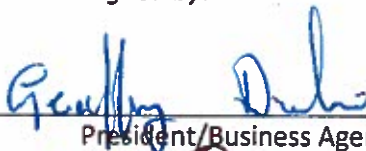


Director of Human Resources

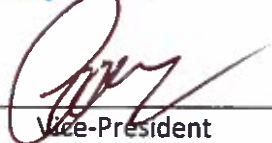


Operations Supervisor

SEALED with the Seal of The AMALGAMATED TRANSIT UNION, LOCAL 134 and signed by:



President/Business Agent



Vice-President



Executive Board Member

Executive Board Member



Shop Steward

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WAGE RATES AND SALARIES – APRIL 1, 2016 TO MARCH 31, 2019

1. Conventional Operations

RATE TABLE	2016 APRIL 1 (0.50%)	2017 FEB 1 (1.30%)	2017 APRIL 1 (0.50%)	2018 FEB 1 (1.30%)	2018 APRIL 1 (0.50%)	2019 FEB 1 (1.30%)
Percentage of "Thereafter" rate						
First three (3) weeks of employment 60%	17.47	17.69	17.78	18.02	18.11	18.34
First six (6) months 75%	21.84	22.12	22.23	22.52	22.64	22.93
Second six (6) months 80%	23.30	23.59	23.71	24.02	24.14	24.46
Third six (6) months 85%	24.75	25.07	25.19	25.53	25.65	25.99
Fourth six (6) months 90%	26.21	26.54	26.68	27.03	27.16	27.51
Thereafter 100%	29.12	29.49	29.64	30.03	30.18	30.57

- * When operating a bus on their own, during the first three (3) weeks of employment, the first six (6) months' rate will apply.
- * All hours of work each year, by Temporary Bus Operators that are laid off, will be accumulated towards wage rates and salary increases for the following year.

Certified Training Instructor	\$3.00 per hour (effective 2016 October 27, \$4.00 per hour)
Line Instructor	\$1.00 per hour
Reference Schedule "C" for Training Premium guidelines	

2. Community Bus Operations

RATE TABLE	2016 APRIL 1 (0.50%)	2017 JAN 1 (2.00%)	2017 FEB 1 (1.30%)	2017 APRIL 1 (0.50%)
First 3 weeks (training) (80%)	16.87	17.21	17.43	17.52
First Six Months rate	19.61	20.00	20.27	20.37
Thereafter rate	21.09	21.51	21.79	21.90

RATE TABLE	2018	2018	2018	2019	2019
	JAN 1 (2.00%)	FEB 1 (1.30%)	APRIL 1 (0.50%)	JAN 1 (2.00%)	FEB 1 (1.30%)
First 3 weeks (training) (80%)	17.86	18.10	18.19	18.55	18.79
First Six Months rate	20.78	21.05	21.15	21.58	21.86
Thereafter rate	22.33	22.63	22.74	23.19	23.49

Note:

A Community Bus Operator who accepts a position as a Permanent Conventional Operator will begin their new duties at the "Third Six" month rate for Conventional Operators.

WAGE RATES AND SALARIES – APRIL 1, 2016 TO MARCH 31, 2019

3. Maintenance

RATE TABLE	2016	2016	2017	2017	2018	2018	2019
	APR 1 0.50%	OCT 27	FEB 1 1.30%	APR 1 0.50%	FEB 1 1.30%	APR 1 0.50%	FEB 1 1.30%
Maintenance Chargehand*	38.87	39.58	40.10	40.30	40.82	41.56	42.10
*110% of Mechanic A rate							
*112% of Mechanic A rate (2016 October 27)							
Mechanic "A" ¹	35.34		35.80	35.98	36.45	37.11	37.58
Tire/Utility Worker**	32.87		33.29	33.46	33.90	34.51	34.95
**93% of Mechanic A rate							
Utility Worker ***	28.30		28.67	28.81	29.19	29.34	29.72
***105% of Service Tech rate							
Utility Worker Tire Premium	2.50		2.50	2.50	2.50	2.50	2.50
Service Technician	26.95		27.30	27.44	27.80	27.94	28.30
General Helper	26.38		26.72	26.85	27.20	27.34	27.70
Leadhand Premium	1.00		1.00	1.00	1.00	1.00	1.00
Shift Differential	1.45	1.65	1.65	1.65	1.65	1.65	1.65

¹ Effective April 1, 2018, Skilled Trades adjustment of 1.30% for Mechanics

Apprentice rates are a percentage of the Mechanic "A" rate								
1 st six months	70%	24.74		25.06	25.19	25.52	25.98	26.31
2 nd six months	70%	24.74		25.06	25.19	25.52	25.98	26.31
3 rd six months	70%	24.74		25.06	25.19	25.52	25.98	26.31
4 th six months	75%	26.51		26.85	26.99	27.34	27.83	28.19
5 th six months	80%	28.27		28.64	28.78	29.16	29.69	30.06
6 th six months	85%	30.04		30.43	30.58	30.98	31.54	31.94
7 th six months	90%	31.81		32.22	32.38	32.81	33.40	33.82
8 th six months	95%	33.57		34.01	34.18	34.63	35.25	35.70

SCHEDULE "A"

Page 3 of 3

Establishment of Remuneration for the 2016 - 2019 Agreement:

- (a) Effective **2016 April 01**, the wage rates in effect at 23:59 on 2016 March 31 shall be increased by one-half percent (0.50%).
- (b) Effective **2017 February 01**, the wage rates in effect at 23:59 on 2017 January 31 shall be increased by one point three percent (1.30%).
- (c) Effective **2017 April 01**, the wage rates in effect at 23:59 on 2017 March 31 shall be increased by one-half percent (0.50%).
- (d) Effective **2018 February 01**, the wage rates in effect at 23:59 on 2018 January 31 shall be increased by one point three percent (1.30%).
- (e) Effective **2018 April 01**, the wage rates in effect at 23:59 on 2018 March 31 shall be increased by one-half percent (0.50%).
- (f) Effective **2019 February 01**, the wage rates in effect at 23:59 on 2019 January 31 shall be increased by one point three percent (1.30%).

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LETTER OF AGREEMENT

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

This Letter outlines an Agreement reached between the parties that the history relating to the Shorter Work Year and the "CMBC formula" are referenced in Schedule "B" in the Collective Agreement. The history of the Shorter Work Year and the "CMBC formula" are outlined in detail in Schedule "B" - Appendix, copies of which are on file with West Vancouver Transit, Amalgamated Transit Union and the Human Resources Division.

It is further agreed that the "CMBC formula" will be referenced after a general increase is applied to the "Thereafter" ATU Operator rate and the Mechanic A rate to ensure the historic relationship between Coast Mountain Bus Company (CMBC) and West Vancouver Transit (WVT) is maintained. Minor adjustments may be made to the ATU rate to ensure that rate is 93.75% of the full CMBC rate for Operators and Mechanic A's.

If, after applying the across the board percentage increases, there is a difference in the formulated WVT rate for Operators and/or Mechanic A's compared to CMBC rates on April 1, 2007 then additional negotiations will be required.

The Schedule "B" - Appendix history will be updated after each new Collective Agreement is bargained and revised copies issued to the parties outlined above.

Signed this 1st day of April, 2005 at West Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

LETTER OF AGREEMENT

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

Training Premiums

Certified Training Instructor \$3.00 per hour (effective 2016 October 27, \$4.00 per hour)

Line Instructor \$1.00 per hour

Certified Instructor(s) must meet the minimum training qualifications as prescribed by the Transit Department Training Policy, and will engage in the initial training of all newly hired Transit Operators and Maintenance staff as well as refresher training, specialized training and remedial training for all staff, as required.

During the required training period(s), training instructors will be reassigned from their normal work shifts and assigned appropriate hours and/or days necessary for training according to the Transit Department's needs and in accordance with the document "Working Conditions for Company Trainers".

Selected **Line Instructor(s)**, while engaged in working their regular shifts, will be assigned "Operators in Training" as necessary. Such line training will normally be for the purpose of affording "Operators in Training" full exposure to the requirements of the job duties.

Working Conditions for Company Trainers

Days off for Trainers may be adjusted to accommodate training schedules as deemed appropriate by the department. Where a change in days off is anticipated the Trainer and the Union will be notified a minimum of one week (7 days) in advance of the change. Days off will be consecutive.

When Trainers are scheduled to spend full days on training, their normal driving duties (signed up work or spareboard) will be left to the spareboard.

While engaged in training, Trainers will qualify for additional work (overtime) regardless of the time of day, at their own seniority.

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

This letter of understanding reached between the parties is in regard to Spareboard Rules Section B.6 (e) Spareboard Availability. Specifically, where-in a late night operator finishing after 2400 hours may turn down the overnight distribution of early starting Spareboard work for the following morning, by seniority, to facilitate a reasonable time lapse between the end of assigned duties the night before and the start of assigned duties for the following morning. Included in this procedure are those circumstances with short turns under the National Safety Code.

The operator exercising the option of turning down the overnight distribution of early starting Spareboard work will be required to accept, by seniority, any known eight (8) hour assignments on the Spareboard worksheet (as per B.6 (a) (i)) that start after 0830 hours.

Where known eight (8) hour assignments starting after 0830 hours for the following day are not available to sign by seniority, the duty Transit Service Coordinator will assign a start time, at their discretion but not prior to 0830 hours, for the operator turning down the overnight distribution of early starting Spareboard work.

This procedure does not permit the removal of known and/or required later starting Standby assignments to facilitate a later start time for the operator turning down the overnight distribution of early starting Spareboard work.

In all cases, duty hours must reflect the provisions of the National Safety Code.

Signed this 4th day of March 2004 at West Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

NATIONAL SAFETY CODE

This letter of understanding reached between the parties is regarding Spareboard Rules Section B.6. (a)(v) and forced holiday relief short turns, in conjunction with the National Safety Code.

Where known eight (8) hour assignments starting after the mandated eight (8) hour rest period are not available to the affected Operator at the 1700 hours overnight sign-up, the duty Transit Service Coordinator shall assign a start time 8 hours after the finish time.

The Operator with less than eight (8) hours rest period will be required to accept, by seniority, any known eight (8) hour assignments on the Spareboard worksheet.

If more than one (1) operator is affected by the National Safety Code eight (8) hours rest period then additional start times at one (1) hour increments will be offered by seniority to those affected Operators to a maximum of twelve (12) hours rest period.

The assigned start times for these Operators are not available to other Operators on the Spareboard.

Signed this 10th day of October 2013 at Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

VIDEO CAMERA SURVEILLANCE

Cameras installed on the District vehicles or property shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment.

Where video Evidence exists and is relied upon for discipline, Union Officers or their designate will be afforded an opportunity to review the video evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Employer has allowed the employee to view the video. Such representatives may not advise the employee any details about the content of the video.

Signed this 10th day of October 2013 at Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

BENEFITS COMMITTEE

This letter of understanding reached between the parties relates to Employee Extended Health & Dental Benefits currently provided within the collective agreement. Effective 2013 October 21, the Employer and the Union agree to establish a joint committee to review the extended health and dental benefits provided to Amalgamated Transit Union employees. The goals of this Joint Committee include collecting, reviewing and understanding employee concerns and considering cost-neutral steps that could be taken over the course of the Agreement to address some of these concerns. In addition, this Committee will discuss areas for consideration at future rounds of negotiations. The Employer will schedule meeting times for a maximum of 2 representatives from the Union.

Signed this 10th day of October 2013 at Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF WEST VANCOUVER

And

THE AMALGAMATED TRANSIT UNION – LOCAL 134

MECHANICS

This Letter of Understanding is intended to address issues related to recruitment and retention for Mechanics and Chargehands within the Maintenance Department.

Effective 2016 October 27 and notwithstanding the provisions in the collective agreement:

- Chargehands will be provided paid on-duty meal breaks to be taken on the premises.
- For Mechanics and Chargehands, overtime will be paid at two (2) times the employee's regular rate of pay for time worked over ten (10) hours.

This Letter of Understanding shall remain in force until 2019 March 31 and thereafter until either party serves thirty (30) calendar days' written notice of cancellation. Upon expiry of the notice period the Employer and the Union shall be bound by the provisions of the Collective Agreement.

Signed this 24th day of October 2016 at West Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST
VANCOUVER:

ON BEHALF OF THE AMALGAMATED
TRANSIT UNION, LOCAL 134:

"Gareth Rowlands"

Gareth Rowlands, Transit Manager

"Geoffrey Devlin"

Geoff Devlin, President, ATU Local 134

